

Rules of Membership of the Red Spice Society Rewards Program

- Introduction
- Red Spice Society Rewards Membership and Fees
- Earning Red Spice Society Rewards Points
- Allocation of Red Spice Society Rewards Points
- Redemption of Red Spice Society Rewards Points
- Termination
- Tax
- General Provisions
- Definitions

1. Introduction

- 1.1. The Rules of Membership explain the terms and conditions of the Red Spice Society Rewards Program.
- 1.2. The Rules of Membership are subject to change at any time by thirty (30) days written notice to the Members.

2. Red Spice Society Rewards Membership and Fees

- 2.1. Every customer may apply to participate in the Red Spice Society Rewards Program.
- 2.2. Membership to the Red Spice Society Rewards Program is free.
- 2.3. Members are not entitled to transfer their Membership to any person, entity or account.
- 2.4. Red Spice Road intends to use Members' details for marketing purposes from time to time. Generally, Red Spice Road will only disclose this information to organisations which help to supply or promote Red Spice Road goods or services and to other companies in the Red Spice Road group. Customers may access information Red Spice Road holds about them or obtain a copy of the Red Spice Road privacy policy by Red Spice Road on (03) 9603 1601. It is a requirement of membership that you remain opted in for marketing communications by at least one form (mailing address or valid email address).
- 2.5. Membership is available only to Australian residents
- 2.6. Employees of Red Spice Road or affiliated companies are not eligible to participate in this program

3. Earning Red Spice Society Rewards Points

- 3.1. Members will accumulate Red Spice Society Rewards Points by purchasing and paying for Products from Red Spice Road.
- 3.2. Red Spice Society Rewards Points will accumulate based on the value of the Dining Transaction purchased and paid for. Points will accrue as follows:
 - 3.2.1. One (1) Red Spice Society Rewards Points will be accrued for every ten (10) dollars spent on a Dining Transaction at Red Spice Road. Red Spice Road may vary this accrual rate at any time by giving Members at least thirty (30) days notice.
- 3.3. Red Spice Road may offer Bonus Points to Members from time to time at Red Spice Road's absolute discretion.
- 3.4. Red Spice Society Rewards Points will not accumulate for bank fees, government fees and charges, taxes or interest charges incurred on the Red Spice Road Trading Account or purchases for which a refund is subsequently obtained.
- 3.5. Red Spice Road will not issue a regular statement. However, Members' reward points balance will be listed on every bill that they receive at the conclusion of their meal (provided the Membership Card is swiped prior to the bill being printed). Balance of points may be given over the telephone to Members who meet the identification requirements (i.e. date of birth and membership number).
- 3.6. In order to earn Red Spice Society Rewards Points, payments must be received by Red Spice Road in full on the day of dining or, in the case of customers who charge purchases to their account, by the date specified on the applicable account holder's Account Statement.
- 3.7. Members have an earnings limit of a maximum of 300 points per day, regardless of expenditure.
- 3.8. Your Membership Card must be presented at time of payment in order to allocate points. "No card, no points" rules apply. Reward Points will not be accrued retrospectively.
- 3.9. This rewards program and its benefits cannot be used in conjunction (directly or indirectly) with any other discount offer, loyalty program or similar program. This includes, but is not limited to Qantas Frequent Flyer Partnership Program, MyerOne Partnership Program, Entertainment Card Program, Frequent Values Program or Any company discount program. Customers can only use one program per Dining Transaction. Should it be found that a customer has used more than one program for any Dining Transaction; any points earned for that transaction will become null and void.
- 3.10. Members will not earn points on any Dining Transaction in any Serving Period which there is redemption of points on that same Dining Transaction.

4. Allocation of Red Spice Society Rewards Points

- 4.1. The member will be allocated Red Spice Society Rewards Points on payment of the Accounts Statement in accordance clause 3.6.
- 4.2. Members will have their reward points balance listed on every bill that they receive at the conclusion of their meal. Balance of points may be given on the telephone to members who meet the identification requirements (date of birth and membership number).
- 4.3. A Rewards Statement can be mailed by request at any time. Additional mailings of the Rewards Statement may be made at Red Spice Road's discretion.

- 4.4. Members will have up to thirty (30) days from the Rewards Statement date to dispute and seek adjustment of the Red Spice Society Rewards Points balance shown on their Rewards Statement. After the expiry of the thirty (30) day period, the Rewards Statement will be deemed correct.

5. Redemption of Red Spice Society Rewards Points

- 5.1. Members may redeem Red Spice Society Rewards Points in order to acquire Rewards.
- 5.2. The value of each Reward will be stated in Red Spice Society Rewards Program catalogue, which can be viewed at the Red Spice Society Rewards Website. The value of each Reward will include where applicable any freight costs incurred to deliver the Reward to the Member's nominated destination during normal business hours. All disputes regarding the redemption of Rewards will be resolved by Red Spice Road and Red Spice Road's decision will be final and binding.
- 5.3. Members wishing to redeem Red Spice Society Rewards Points may do so by:
- 5.4. Utilising their membership card at any time of payment at the restaurant towards payment of the accounts; and or
- 5.5. Ordering applicable Rewards over the telephone or website (when available) and using Red Spice Society Rewards Points and/or cash payment for the Rewards in accordance with clause 5.9. All requests for redemptions must comply with security and identification procedures notified to member by Red Spice Road from time to time.
- 5.6. Red Spice Road has the right, in its absolute discretion, to make any changes to the types of Rewards offered or to the number of Red Spice Society Rewards Points required to redeem Rewards. Any such changes will be set out in the Red Spice Road Website.
- 5.7. Red Spice Road will not be responsible for any loss caused to a Member as the result of any Rewards having been exhausted or being no longer available to Members.
- 5.8. Red Spice Road will not be responsible for any loss caused to a Member as the result of the fraudulent redemption of Red Spice Society Rewards Points by and unauthorised person(s) where such redemption has been accepted on the basis of the security and identification procedures applicable from time to time.
- 5.9. Red Spice Society Reward Points are not redeemable for cash.
- 5.10. Redeemed Rewards may not be exchanged for other Rewards and are not refundable, replaceable or transferrable for cash or credit.
- 5.11. If a member has insufficient Red Spice Society Rewards Points to redeem a particular Reward, the member may purchase the remaining Red Spice Society Rewards Points required, provided the Member has accrued not less than 80% of the Red Spice Society Rewards Points required for the Reward. Red Spice Road reserves the right to determine the cost of the remaining Red Spice Society Rewards Points required to redeem the Rewards at its absolute discretion.
- 5.12. A Member may only purchase the remaining Red Spice Society Rewards Points by contacting Red Spice Road Customer Service. Payment must be made with a credit card over the telephone or in person. The redemption and payment process must comply with security and identification procedures applicable from time to time.
- 5.13. Red Spice Road Rewards Points are not transferrable to other Members.
- 5.14. Red Spice Road Rewards Points remain valid for a period of 24 months from the date they are first credited on the Rewards Statement, after which time they will be forfeited.

6. Termination

- 6.1. If a Red Spice Road Account and Membership of the Red Spice Society Rewards Program is cancelled by Red Spice Road, all monies owing to Red Spice Road shall immediately become due and payable, and any unredeemed Red Spice Road Rewards Points are immediately forfeited.
- 6.2. A member may cancel their Membership of Red Spice Society Rewards Program by giving not less than thirty (30) days notice in writing to Red Spice Road.
- 6.3. If a Member elects to cancel their Membership of the Red Spice Society Rewards Program, the member shall have ninety (90) days from the date of cancellation to redeem their Red Spice Society Rewards Points. After ninety (90) days, all Red Spice Society Rewards Points shall be forfeited.
- 6.4. Red Spice Road may suspend or withdraw the Red Spice Society Rewards Program at any time by giving not less than ninety (90) days written notice to Members. Members may redeem any Red Spice Society Rewards Points within 90 days from the date of termination notice. After ninety (90) days, all Red Spice Society Rewards Points will be forfeited.

7. Tax

- 7.1. Members are responsible for any tax, duty or other charge imposed by any government body in respect of the Red Spice Society Rewards Program or redemption of the Red Spice Society Rewards Points and are encouraged to seek independent advice on this

8. General Provisions

- 8.1. Certain legislation may imply warranties or conditions or impose obligations upon Red Spice Road which cannot be excluded, restricted or modified except to a limited extent. These Rules of membership must be read subject to those statutory provisions. If those statutory provisions apply, to the extent to which it is able to do so, the liability of Red Spice Road and the Red Spice Society Rewards Program Manager for breach of a condition, whether expressed or implied in the Products; or the repair of the Rewards or Products or the payment of the cost of having the Products or Rewards repaired.
- 8.2. To the extent the law permits and notwithstanding any other clause of these Rules of membership, Red Spice Road and the Red Spice Society Rewards Program Manager exclude all liability whatsoever to the member arising out of or in any way connected with the Red Spice Society Rewards Program for any consequential or indirect losses of any kind howsoever arising and whether

caused by a breach of statute, breach of contract, negligence or other tort. Consequential or indirect losses will be taken to include but not limited to:

- 8.2.1 any loss of income, profit or business;
- 8.2.2 any loss in the nature of overhead costs; and
- 8.2.3 any loss of goodwill or reputation.

9 Definitions

- 9.1 Account Statement means the summary of the previous month's/3 months purchases from Red Spice Road.
- 9.2 Bonus Points means extra Red Spice Road Rewards Points awarded to Members, in addition to the points as described in clause 3.2
- 9.3 Red Spice Road Customer Service means the call centre operated by Red Spice Road. The call centre can be contacted by telephone on 03 9603 1601.
- 9.4 Red Spice Society Rewards Points means the points allocated to Members in accordance with the Rules of Membership and which may be redeemed for Rewards.
- 9.5 Red Spice Society Rewards Program means the scheme offered by Red Spice Road which provides Red Spice Road Rewards Points to Members for the purchase of Products.
- 9.6 Red Spice Society Rewards Program Manager means a person or persons nominated by Red Spice Road to manage members Rewards and liaise between members and Red Spice Road.
- 9.7 Member means a customer accepted for membership of the Red Spice Society Rewards Program.
- 9.8 Red Spice Road means Red Spice Road Australia Pty Ltd of (27 McKillop Street, Melbourne). ABN (46 126 393 182).
- 9.9 Red Spice Road Financial Year means the period from 1 October in a given calendar year until 30 September in the following calendar year.
- 9.10 Dining Transaction means a transaction where the customer dines seated in the main dining room or Private Dining Room or Bar Area and the food component of the final transaction is at least 40% of the bill.

Gavin van Staden
General Manager
Red Spice Road

01 July 2010