

Finbar Loyalty Club - Terms & Conditions

1. Interpretation

1.1 In these Terms and Conditions, unless the context requires otherwise:

"Company" has the meaning given to that term as defined in the *Corporations Act 2001* (Cth).

"Disclaimer" means the disclaimer as disclosed on Finbar's Website <http://www.finbar.com.au/disclaimer>.

"Finbar" means Finbar Group Limited (ABN 97 009 113 473) of Level 6 / 181 Adelaide Terrace, East Perth WA 6004 and includes a Related Body Corporate of Finbar.

"Finbar Development" means a current, completed or future development undertaken, completed or to be undertaken and completed by Finbar.

"Finbar Property" means an apartment, commercial lot or retail lot in a Finbar Development.

"Finbar Purchaser" means the purchaser of a Finbar Property from Finbar (on behalf of the Seller), a person who has previously purchased a Finbar Property from Finbar (on behalf of the Seller), or a person who has contracted to purchase a Finbar Property from Finbar (on behalf of the Seller).

"Loyalty Club" means the Members reward program governed by these Terms and Conditions.

"Member" means an individual or Company who qualifies as a member of the Loyalty Club in accordance with clause 2.

"Nominated Person" means a person or Company who is not a Finbar Purchaser or who has not previously made an enquiry with Finbar or any Selling Agent in relation to any Finbar Property, but excludes any person or Company who has previously been a Finbar Purchaser or who has previously made an enquiry with Finbar or any Selling Agent in relation to a Finbar Property.

"Offer" or **"Reward"** or **"Voucher"** means an offer, reward or voucher made available to a Member, under the Loyalty Club, at the absolute discretion of Finbar and or its Participating Partners.

"Participating Partner" means a store, venue or service provider that may provide goods or services the subject of an Offer, Reward or Voucher. A full list of Participating Partners is available online on <http://www.finbar.com.au/loyalty-club> and is subject to change. Finbar has the right to add or remove a Participating Partner at any time without notice to Members.

"Person" means an individual or a Company.

"Privacy Notice" means the privacy notice as disclosed on Finbar's Website <http://www.finbar.com.au/privacy>.

"Rebate" means 1% of the agreed purchase price or such other monetary amount which is determined by Finbar on behalf of the Seller under a contract of sale for a Finbar Property, and paid to the Member in accordance with the Rebate Schedule.

"Rebate Schedule" means the rebate schedule:

- (a) contained in the contract of sale for a Finbar Property which the Member signs at the time of purchasing a second and subsequent Finbar Property; and
- (b) which will contain terms and conditions applicable to payment of the Rebate.

"Referrer" means a Member who introduces Finbar to a Nominated Person in accordance with these Terms and Conditions.

"Referral Fee" means 1% of the agreed purchase price payable by a Nominated Person under a contract of sale for a Finbar Property, or such other a monetary amount in which is determined by Finbar from time to time and paid to the Member in accordance with the Referral Schedule.

"Referral Schedule" means the referral schedule:

- (a) contained in the contract of sale for a Finbar Property which the Nominated Person signs at the time of purchasing a Finbar Property; and
- (b) which will contain terms and conditions applicable to payment of the Referral Fee and details of the Referrer.

"Related Body Corporate" has the meaning given to that term as defined in the *Corporations Act 2001*(Cth);

"Seller" means the registered land owner, as the seller in the relevant contract of sale for a Finbar Property.

"Selling Agent" means a licensed real estate agent or agency who has previously been or is currently appointed by Finbar to sell a Finbar Property on the Seller's behalf and includes all employees, agents and contractors of a licensed real estate agent or agency.

"Terms and Conditions" means these terms and conditions for the Loyalty Club as amended from time to time.

"Website" means the Finbar website located at www.finbar.com.au.

2. Establishment and Membership of Loyalty Club

- 2.1 The Loyalty Club is established with effect on and from 23 October 2015. The operation of these Terms and Conditions, including any entitlement to a benefit only apply from 23 October 2015, and any Member is not entitled to any benefit in relation to any event or matter arising or which occurred before 23 October 2015.
- 2.2 These Terms and Conditions form the basis of the Loyalty Club and it is the Member's sole responsibility to read and understand them.
- 2.3 Every Member is bound by these Terms and Conditions.
- 2.4 Membership of the Loyalty Club is available to an individual or a Company who;
- (a) is a Finbar Purchaser or has a current executed contract to purchase a Finbar Property which has been accepted by the Seller;
 - (b) is 18 years or older;
 - (c) has a valid and operational email address;
 - (d) is not an employee of Finbar; and
 - (e) is not a Selling Agent.
- 2.5 An individual or Company automatically becomes a Member if the person or Company satisfies the criteria in clause 2.4.
- 2.6 Members are not required to pay a fee to become a Member, or any fees to remain a Member of the Loyalty Club.
- 2.7 Membership to the Loyalty Club will automatically be forfeited and cancelled if the individual or Company defaults on an executed contract to purchase a Finbar Property. All benefits, Rebates, Referral Fees, Rewards, Offers or Vouchers that the individual or Company may otherwise be entitled to may not be redeemed and will subsequently be forfeited as a result of the default and cancellation of the Members membership.
- 2.8 Finbar reserves the right, at any time:
- (a) to verify the criteria in clause 2.4 or validity of any Members membership;
 - (b) verify the entitlement of a Member to any Rebate, Referral Fee, Reward, Offer or Voucher (including a person's identity, age and any Finbar Property purchased); or
 - (c) to cancel any membership and terminate any entitlement to any Rebate, Referral Fee, Reward, Offer or Voucher if false or misleading information is submitted or is otherwise not in accordance with these Terms and Conditions.
- 2.9 Finbar may take action to recover the benefit of any Rebate, Referral Fee, Reward, Offer or Voucher paid, credited or which the Member may have previously obtained the benefit of in breach or contravention of these Terms and Conditions.

3. Terms and Conditions

- 3.1 Members are deemed to have accepted these Terms and Conditions by claiming any Reward, Offer, Voucher, Rebate or Referral Fee.
- 3.2 These Terms and Conditions should be read in conjunction with the general Finbar Disclaimer and Privacy Notice that appear on the Website, as these documents contain important information regarding use of the Website and the protection of personal information.

4. Benefits

- 4.1 Loyalty Club Members will receive information on, and may be eligible for the following benefits:
- (a) regular newsletters and marketing updates;
 - (b) invitations to Finbar organised and sponsored events;
 - (c) early bird invitations to Finbar project launches;
 - (d) Referral Fees in accordance with the Terms and Conditions;
 - (e) Rebate discounts off the purchase price of a Finbar Property in accordance with the Terms and Conditions; and
 - (f) Rewards, Offers & Vouchers from Participating Partners in accordance with the Terms and Conditions.
- 4.2 Finbar reserves the right, in its absolute discretion, to:
- (a) change, remove or add to the type or nature of any benefits or entitlements from time to time, and at any time;
 - (b) increase or decrease the amount of any benefits or entitlements from time to time, and at any time;
 - (c) not confer, honour, pay or credit any benefit or entitlement at any time if a Member has not complied with, or who has breached these Terms and Conditions; and
 - (d) direct a Participating Partner to not confer, honour, pay or credit any benefit or entitlement at any time if a Member has not complied with, or has breached these Terms and Conditions.
- 4.3 The Member releases Finbar and any Participating Partner in relation to any claims the Member may have where Finbar exercises any of its rights under clause 4.2.

5. Referral Fee

- 5.1 If a Member introduces a Nominated Person who then purchases a Finbar Property, Finbar will pay the Referral Fee to the Referrer for an introduction to a Nominated Person leading to settlement of a Finbar Property in accordance with a contract to purchase a Finbar Property which contains a Referral Schedule.
- 5.2 To be entitled to a Referral Fee:
- (a) a Member must fill out the referral form or email the Nominated Person's name, address, telephone and email contact details to loyaltyclub@finbar.com.au. A Member who fails to provide the referral form or email the Nominated Person's name, address, telephone and email contact details to loyaltyclub@finbar.com.au before the Nominated Person signs a contract of sale for a Finbar Property will not be entitled to claim a Referral Fee. Referral forms are available on request from Finbar or from Finbar's Selling Agent;
 - (b) the Nominated Person must sign a contract of sale for a Finbar Property which contains a Referral Schedule and which contract of sale is signed and accepted by Finbar within six (6) months of the referral in accordance with clause 5.2(a); and
 - (c) the Member must sign and return a copy of the Referral Schedule to Finbar or Finbar's Selling Agent within four (4) weeks of receipt of a copy of the Referral Schedule. For the avoidance of doubt, a Member will not be entitled to claim a Referral Fee if a contract of sale for a Finbar Property that is signed by a Nominated Person does not contain a Referral Schedule; if the contract of sale is not signed and accepted by Finbar within six (6) months of the referral in accordance with clause 5.2(a); or if the Member fails to sign and return the completed Referral Schedule to Finbar or Finbar's Selling Agent within the timeframe provided in this clause 5.2(c).
- 5.3 The Referral Fee does not automatically apply by operation of these Terms and Conditions alone, and strict compliance clause 5.2 is required for the Referral Fee to be payable. Without limiting the operation of any other clause, a Member will have no entitlement to any part or the whole of a Referral Fee if either or both of subclauses 5.2(a) and/or 5.2(b) are not strictly complied with.
- 5.4 If clause 5.2 is complied with and the Nominated Person proceeds to enter into a signed and accepted contract to purchase, the Referral Fee will be paid by Finbar in the manner outlined below:
- (a) the deposit must be successfully paid, or bank guarantee provided by the Nominated Person in accordance with the Nominated Person's contract of sale for a Finbar Property which contains a Referral Schedule; and
 - (b) the Referral Fee will be paid by Finbar to the Referrer in two parts via ordinary cheques marked to the Referrer as payee and mailed to the Referrer. Of the Referral Fee:
 - (1) \$2,000 will be paid to the Referrer within 7 business days once the Nominated Person has successfully paid their deposit or provided the bank guarantee in accordance with the Nominated Person's contract of sale for a Finbar Property which contains a Referral Schedule; and
 - (2) the balance of the Referral Fee will be paid to the Referrer within 7 business days of settlement of the Nominated Person's purchase of the property the subject of the Nominated Person's contract of sale for a Finbar Property which contains a Referral Schedule.
- 5.5 The Referral Fee is not payable if:
- (a) Finbar does not accept the Nominated Person's offer to purchase a Finbar Property in accordance with clause 5.2(b);
 - (b) the Nominated Person fails to successfully pay the deposit or provide the bank guarantee in accordance with the terms and conditions of the Nominated Person's contract of sale for a Finbar Property which contains a Referral Schedule;
 - (c) the Nominated Person or Finbar terminate the Nominated Person's contract of sale for a Finbar Property which contains a Referral Schedule;
 - (d) the Nominated Person or Finbar fails to effect settlement under the contract of sale for a Finbar Property which contains a Referral Schedule; or
 - (e) the Referrer fails to effect settlement under their own contract of sale for the purchase of a Finbar Property.
- 5.6 If any part or the whole of the Referral Fee has been paid by Finbar and:
- (a) the Nominated Person or Finbar terminate the Nominated Person's contract of sale for a Finbar Property which contains a Referral Schedule;
 - (b) the Nominated Person or Finbar fails to effect settlement under the contract of sale for a Finbar Property which contains a Referral Schedule;
 - (c) the Referrer fails to effect settlement under their own contract of sale for the purchase of a Finbar Property,
- the Referrer must repay to Finbar on demand, and without deduction or set-off any part or the whole of the Referral Fee Finbar has paid to the Referrer.
- 5.7 It is the Referrer's responsibility to ensure the information contained in the referral form or email containing the Nominated Person's name, address, telephone and email contact details, and the Referrer's personal information details are correct and up to date.
- 5.8 Finbar does not accept Referrals from Members for a Nominated Person if that Nominated Person has previously enquired on or purchased a Finbar Property. The Referral Fee reward is for new enquiries and purchasers only.

- 5.9 Finbar does not accept Referrals from a Member for another Member.
- 5.10 Finbar staff and Selling Agents are not eligible to receive any Referral Fee.
- 5.11 It is the responsibility of the Member making the referral to ensure they are not in breach of the terms and conditions by claiming and/or accepting a Referral Fee for the introduction of a Nominated Person to Finbar.
- 5.12 Finbar will not pay any part of the Referral Fee to any person other than the Member entitled to the Referral Fee, or in any manner other than as provided in these Terms and Conditions and a Referral Schedule.

6. Rebate

- 6.1 Members who purchase a second and any subsequent Finbar Property through Finbar or a Selling Agent are eligible to receive the Rebate off the agreed purchase price for the purchase of a second and any subsequent Finbar Property, paid upon successful settlement of a second and any subsequent Finbar Property that is purchased by the Member.
- 6.2 For the Rebate to apply, the Member must sign a contract of sale for a second and any subsequent Finbar Property which contains a Rebate Schedule. A Member will not be entitled to a Rebate if a contract of sale for a Finbar Property that is signed by a the Member does not contain a Rebate Schedule.
- 6.3 The Rebate does not automatically apply by operation of these Terms and Conditions alone, and strict compliance with clause 6.2 is required for the Rebate to be payable. Without limiting the operation of any other clause, a Member will have no entitlement to any part or the whole of a Rebate if clause 6.2 is not strictly complied with.
- 6.4 The amount of the Rebate will be stipulated in the Rebate Schedule contained in the contract of sale for the second and any subsequent additional Finbar Property purchased by the Member, and will be deducted from the settlement statement balance of due funds payable by the Member to the Seller at settlement.
- 6.5 The Rebate will be deducted from the total amount due at settlement and will be shown as a credit on the settlement statement in favour of the Member. The Rebate cannot be converted to cash or converted to credit of any other kind.
- 6.6 Rebate payments will only be paid upon successful settlement in accordance with a contract of sale which contains a Rebate Schedule for a second and any subsequent Finbar Property purchased by the Member from Finbar.
- 6.7 Only Members who purchase through Finbar or an appointed Selling Agent are eligible to receive the Rebate. A Member will not be entitled to the Rebate if the Member purchases a Finbar Property from any other person.
- 6.8 A Member who does not effect settlement of their first purchase of a Finbar Property from Finbar will not be entitled to the Rebate under any second or subsequent purchase of a Finbar Property.
- 6.9 The Rebate cannot be assigned, transferred or exchanged to any other person, and Finbar will not be required to confer the benefit of the Rebate on the Member or any other person..
- 6.10 The Rebate is not payable if:
- (a) Finbar does not accept the offer to purchase a second and any subsequent Finbar Property which contains a Rebate Schedule;
 - (b) the Member fails to effect settlement under their first contract of sale for a Finbar Property from Finbar;
 - (c) the Member or Finbar terminates the second and any subsequent contract of sale for a Finbar Property which contains a Rebate Schedule; or
 - (d) the Member or Finbar fails to effect settlement under a second and any a subsequent contract of sale for a Finbar Property which contains a Rebate Schedule.
- 6.11 Finbar reserves the right to reduce or amend the Rebate if required. Any change will not have any retrospective effect on a Rebate agreed to and contained in the contract of sale for a Finbar Property which contains a Rebate Schedule.
- 6.12 The amount of the Rebate is final and binding and the Member releases and discharges Finbar and the Seller from any claims in relation to any amount of the Rebate credited or not credited.

7. Rewards Offers and Vouchers

- 7.1 Finbar may, from time to time, in its absolute discretion:
- (a) advertise Rewards, Offers and Vouchers and any relevant criteria for Members to qualify to receive or redeem the Reward or participate in the Offer, Reward or Voucher; and/or
 - (b) issue unadvertised Offers, Rewards or Vouchers to any member in its absolute discretion; and/or
 - (c) notify any Member of a particular Reward or Offer, including via mail, email, SMS or in participating stores.
- 7.2 The features and benefits of the Loyalty Club, from time to time, are described on the Website. Finbar may notify Members from time to time of additional websites that set out features or benefits of the Loyalty Club.
- 7.3 If Finbar invites a Member to a special event, photo identification or a membership card may be required to be presented to gain admittance to or discounts at the event.
- 7.4 From time to time, Finbar may send Rewards, Offers or Vouchers to Members from Participating Partners or affiliates of Finbar.

- 7.5 Rewards, Offers or Vouchers may only be redeemed in accordance with the terms and conditions of the relevant Reward, Offer or Voucher . You may be required to download or print a voucher or coupon to present to the Participating Partner in order to claim your Reward or Offer.
- 7.6 Rewards, Offers and Vouchers (or any part thereof) cannot be assigned and are not transferable or exchangeable and cannot be taken as or converted to cash or as gift cards. Any assignment, transfer or exchange will void the Reward, Offer or Voucher, and Finbar and any Participating Partner will not be required to confer the benefit of the Reward, Offer or Voucher on the Member or any other person.
- 7.7 Rewards, Offers and Vouchers will be subject to these Terms and Conditions and may also be subject to additional terms and conditions applicable to specific Reward Offer or Voucher as determined by Finbar or any Participating Partner in their absolute discretion. To the extent of any inconsistency, the express terms and conditions for any specific Reward, Offer or Voucher will prevail over these Terms and Conditions.
- 7.8 Participating Partners are not partners of Finbar, and Finbar is not in partnership or carrying on a partnership with any of its Participating Partners.

8. Personal Information

- 8.1 Members can update their personal information by emailing loyaltyclub@finbar.com.au.
- 8.2 It is each Member's responsibility to ensure that their personal information is kept up-to-date and to advise Finbar of any changes as soon as they occur.
- 8.3 The Member releases Finbar and any Participating Partner in relation to any claims the Member may have in relation to or in connection with the Member's personal information not being correct and accurate.
- 8.4 Finbar collects, uses and discloses personal information in order to conduct and operate the Loyalty Club. For this purpose, Finbar may need to disclose such information to third parties, including its, agents, contractors, service providers, retail suppliers, Participating Partners and Seller's. Finbar will not on-sell Member personal information to any third party data collection agencies.
- 8.5 Finbar may, for an indefinite period, unless otherwise advised, use and disclose each Member's personal information for promotional, marketing, publicity, research and profiling purposes, including sending mail or electronic messages (including by email and SMS) to and/or telephoning the Members.
- 8.6 Members consent to Finbar using and disclosing personal information disclosed by a Member to Finbar in accordance with clause 8.
- 8.7 Members may opt-out of communications by clicking 'Unsubscribe' and updating their preferences. Alternatively Members can email their request to loyaltyclub@finbar.com.au including their name, address and address of purchased property. Should a Member 'Unsubscribe' and update their preferences, they will no longer be sent notifications and Offers, however the Member is still eligible to claim a Rebate or Referral Fee.
- 8.8 This clause 8 survives the suspension, cancellation or termination of the Loyalty Club.

9. Changes and Termination of Membership or Loyalty Club

- 9.1 Finbar may, in its absolute discretion, at any time and on any one or more occasions:
- change, amend or vary these Terms and Conditions, which will be effective by Finbar posting the new Terms and Conditions on the Website;
 - change, amend, vary, withdraw or cancel any Reward, Offer, Voucher, Rebate or Referral Fee;
 - modify, suspend, cancel or terminate the Loyalty Club;
 - exclude a Member from participating in the Loyalty Club; and/or
 - terminate a Member's membership without prior notice to Member.
- 9.2 The Member releases Finbar and any Participating Partner in relation to any claims the Member may have where Finbar exercises any of its rights under clause 9.1.
- 9.3 A Member may terminate his/her membership at any time by sending an email to loyaltyclub@finbar.com.au including their name, address and address of purchased property with the subject line "Cancel my membership".
- 9.4 If Finbar terminates any Member's membership, any accrued entitlements a Member may be entitled to by operation of these Terms and Conditions and the terms and conditions of any contract of sale for a Finbar Property will automatically terminate.
- 9.5 The Member releases Finbar and any Participating Partner from all claims in relation to or in connection with the Member not receiving any accrued entitlement to a benefit by operation of Finbar exercising its rights under clause 9.4.
- 9.6 Finbar may terminate the Loyalty Club at any time by posting on the Website notice that the Loyalty Club has been terminated, or will terminate on a date prescribed by Finbar. On notice of the date of termination, or the date prescribed, the Loyalty Club will terminate.
- 9.7 If Finbar terminates the Loyalty Club, any accrued entitlements a Member may be entitled to by operation of these Terms and Conditions and the terms and conditions of any contract of sale for a Finbar Property will remain accrued in favour of the Member as at the date of termination of the Loyalty Club.

10. Marketing Email Term & Conditions

- 10.1 Finbar source a large variety of independently owned and operated retailers and service providers, for this reason Finbar cannot guarantee all products and services offered will be available. Some products may become out of stock, discontinued or be replaced by new models. Special offers may only be available for a limited time. Finbar

recommends contacting the store/service provider directly to confirm availability and price to avoid disappointment.

11. General

- 11.1 Finbar reserves the right, at any time, to verify the validity and eligibility of Members and any entitlement to a Rebate, Referral Fee, Reward, Offer or Voucher (including a member's identity) and to disqualify any Member who acts otherwise than in accordance with these Terms and Conditions or who tampers with any aspect of the Loyalty Club.
- 11.2 Errors and omissions in relation to any matter in respect of the Loyalty Club and its operation may be accepted at Finbar's absolute discretion. Failure by Finbar to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 11.3 Finbar's decision or election in relation to all matters arising under this Loyalty Club is final and binding.
- 11.4 The Member releases Finbar in relation to any claims arising in relation to or in connection with any decision or election of Finbar by operation of Finbar exercising its rights under clause 11.3.
- 11.4 Any costs associated with accessing the Website are the responsibility of the Member and are dependent on the Internet service provider used.
- 11.5 All materials published by Finbar in connection with the Loyalty Club (including on the Website), including design, text, names, logos, images, photos, illustrations, audio and video recordings, and the selection and arrangement thereof are the property of or used under license by Finbar, and are subject to intellectual property protection under copyright, trade mark and other laws. Such material, or any portion thereof, may not be reproduced (other than solely for personal use), adapted, modified, duplicated, copied, sold or otherwise exploited for any commercial purpose without the written consent of Finbar.
- 11.6 Finbar (including its officers, employees and agents) excludes all liability and claims, and the Members release and discharge Finbar (including its officers, employees and agents) from all liability and claims (including for negligence) in relation to or in connection with any all loss or damage to persons or property, including for any economic loss, consequential loss, loss of profits, loss of opportunity, whether the liability and claims are direct, indirect, special or consequential, arising in any way out of the Loyalty Club.
- 11.7 Without limiting clause 11.6, Finbar (including its officers, employees and agents) are not liable for any liability or claim of any kind (including consequential loss, loss of profits, loss of opportunity, arising under or in connection with the Loyalty Club and these Terms and Conditions, including, without limitation, any changes to the Loyalty Club and these Terms and Conditions.
- 11.8 Without limiting clause 11.6, the Members release and discharge Finbar (including its officers, employees and agents) from all liability and claims arising in relation to or in connection with all loss or damage to persons or property due to:
- (a) any technical difficulties or equipment malfunction (whether or not under the control of Finbar);
 - (b) any theft, unauthorised access or third party interference;
 - (c) any registration application, Reward Offer or Voucher claim or other correspondence that is late, lost, altered, damaged or misdirected (whether or not after receipt by Finbar) or delivery of any Reward, Offer or Voucher (whether or not after dispatch by Finbar or any Participating Partner) due to any reason beyond the reasonable control of Finbar;
 - (d) any variation in the value of a Rebate, Referral Fee, Reward Offer or Voucher;
 - (e) any tax liability incurred or arising in connection with a Rebate, Referral Fee, Reward, Offer or Voucher;
 - (f) use of a Rebate, Referral Fee, Reward, Offer or Voucher.
- 11.9 Members are advised to check with their accountant or tax adviser in relation to any tax implications associated with any Rebate, Referral Fee, Reward, Offer of Voucher.
- 11.10 All releases and discharges in favour of Finbar (including its officers, employees and agents) in these Terms and Conditions survive the suspension, cancellation or termination of the Loyalty Club.
- 11.11 In these Terms and Conditions, unless the contrary intention appears, references to:
- (a) a "clause" is a clause in these Terms and Conditions, unless otherwise specified;
 - (b) including are not words of limitation and mean "including, without limitation" or "including but not limited to";
 - (c) the singular includes the plural and vice versa;
 - (d) "dollars" or "\$" means Australian dollars; and
 - (e) unless otherwise stated, all dollar amounts exclude any applicable GST.
- 11.12 To the extent of any inconsistency between these Terms and Conditions, including their operation, and the terms and conditions of any Rebate Schedule or Referral Schedule, the terms and conditions of the Rebate Schedule or Referral Schedule, including their operation, will prevail.
- 11.13 Nothing in these Terms and Conditions affects any rights a Member may have which cannot be excluded by law.
- 11.14 If part or all of any clause is illegal, void, invalid or unenforceable then that part will be read down to the extent necessary to ensure that it is not illegal, void invalid or unenforceable, but to the extent that this is not possible, that part of all of any clause will be severed from the Terms and Conditions and the remaining clauses following severance will continue to have full force and effect.
- 11.15 Any delay of failure by Finbar to enforce any of its rights does not constitute a waiver of those rights.
- 11.16 Any errors and omissions by a Member in relation to any matters the subject of these Terms and Conditions which relate to any Rebate, Referral Fee, Reward, Offer or Voucher may be accepted by Finbar's in its absolute discretion.

11.17 The laws of Western Australia apply to the Loyalty Club to the exclusion of any other law. Members submit to the non-exclusive jurisdiction of the courts of Western Australia.