

1. HOW DO YOU JOIN MEMBER REWARDS PROGRAM?

At the time you submit your Member Application to activate an eligible Member Package, you have agreed to being automatically enrolled into the Sydney Pole Member Rewards Program ("Rewards Program").

These Reward Terms are to be read in conjunction with the Member Terms. By participating in the Rewards Program:

- (a) you agree to the Rewards Terms and its attachments; and
- (b) and acknowledge that you have received a copy of this Policy.

All the terms of this Policy are available on the website, www.sydneypole.com ("Website"). If you do not agree to these terms, the Member Terms and Community Standards, you cannot participate in the Rewards Program.

2. ELIGIBILITY TO PARTICIPATE

The Rewards Program is open to Members, who:

- (a) hold one active Sydney Pole Account;
- (b) Current Member Application was submitted and approved after June 1, 2020; and
- (c) The Member Package status is Active, and Member Type is Standard at the time of redemption of Rewards.

The following restrictions apply:

- (a) Members cannot transfer their Rewards, Spend Balance or Points or personalised promotional codes to another person;
- (b) The Rewards Program is available to individuals for their personal use only and is limited to one account per individual;
- (c) Corporations, associations or other groups may not participate in the Rewards Program;
- (d) The Rewards Program may not be used for any business or commercial purpose; and
- (e) Employees of Sydney Pole and individuals employed by our business partners or vendors are eligible for the Rewards Program for personal use only but may be excluded from certain benefits of the Rewards Program.

Sydney Pole reserves the right to modify, refuse or terminate a Member's eligibility to the Rewards Program at its reasonable discretion. Any changes are immediate and without notice.

3. ACTIVATING REWARDS

The Rewards Program operates by attributing different promotional activity and loyalty transactions (as nominated by Sydney Pole from time to time) that arise as a consequence of the Rewards Program and redeeming an offer or promotion ("Rewards"). Sydney Pole's decision in relation to all matters arising in relation to the Rewards Program is final and binding. To earn a Reward, you must:

- (a) be eligible of the Rewards Program;
- (b) have fulfilled the terms and conditions of the Reward before redeeming ("Reward Requirements"); and

- (c) Redeem the Reward during between the start and expiry dates as advertised ("Redemption Period").

Reference to a 'day' in these Reward Terms means a 24-hour period ending at 11.59pm AEDT unless otherwise stated.

Recent Reward Requirements outlined in the attachment of this document.

4. REDEEMING REWARDS

The Reward Requirements will outline how to redeem a Reward. If you are eligible to receive:

- (a) **Class or Practice Sessions.** Sessions will be issued based on the day the claim was made and processed onto your Sydney Pole Account within 14 days unless others stated; or
- (b) **Products.** You may receive Rewards for items from sydneypolestore.com ("Main Store").

5. EXPIRY, EXCLUSIONS, AND RETURNS

- (a) Rewards cannot be redeemed in conjunction with any other offer unless otherwise indicated;
- (b) All Rewards have an expiry date as dictated by the Reward Requirements, at which point they will no longer be available for redemption. Sydney Pole reserves the right to change the expiry date of any Reward at any time without notice with immediate effect;
- (c) Unless the Reward Requirements state otherwise, Rewards can only be redeemed once;
- (d) Sydney Pole reserves the right to exclude certain items and promotions from being redeemed by using Rewards; and
- (e) Product Returns: Products redeemed as part of a Reward are non-refundable. For more information, please see Sydney Pole's Return Policy available at www.sydneypolestore.com.

6. OTHER TERMS YOU SHOULD KNOW

- (a) If you unsubscribe from Sydney Pole emails, you may forfeit a Reward if you cannot access the communication via your email during a Reward's Redemption Period;
- (b) Sydney Pole may update a Member's Sydney Pole Account with a Reward as a consequence of a purchasing behaviour, incentive or promotional activities at its reasonable discretion;
- (c) Sydney Pole reserves the right to withdraw, cancel or vary the Rewards without notice and at any time for any reason whatsoever including without limitation, Rewards awarded in error or Rewards earned fraudulently;
- (d) Rewards cannot be sold, transferred or assigned and are not redeemable for cash or any other like instruments, including without limitation: gift vouchers, gift cards, cheques and account credit. Rewards do not represent legal tender in any country;
- (e) Rewards cannot be earned using other Rewards as part of the transaction;
- (f) If a Member terminates their Member Agreement or Rewards Program, all unused and future Rewards will no longer be valid and will be rendered null and void unless otherwise stated in this Policy;

- (g) If a transaction required for Reward eligibility is cancelled, Sydney Pole may adjust or reverse Rewards that were previously awarded to a Member in that transaction;
- (h) Members can view their Rewards at any time by logging into their Sydney Pole Account on the Website; and
- (i) Rewards can be earned at all Sydney Pole locations unless otherwise stated.

7. CAN THE REWARDS BE CHANGED OR TERMINATED?

Yes. Sydney Pole may modify at any time without prior notification by Sydney Pole from time to time. Any modification to the Rewards Terms or Reward Requirements may be applied to a Member's Sydney Pole Account retrospectively.

Sydney Pole reserves the right to cancel, terminate, modify or suspend the Rewards Program or any aspect of it or at its election, reset Spend Balances or Points, at any time and without notice. Without limitation to the foregoing rights, Sydney Pole reserves the right to transfer Members to other rewards or loyalty programs owned, operated, managed or administered by Sydney Pole, its 'related bodies corporates' or 'associated entities' as those terms are defined in Corporations Act 2001 (Cth).

8. LIMITATION OF LIABILITY

Sydney Pole will not accept any liability for:

- (a) any Member communication that is misdirected, lost or not received;
- (b) any liability for any Technical Issues that may cause damage to any computer related to or used in connection with the Rewards Program; and
- (c) Sydney Pole will not be liable for any tax liability incurred by a Member in connection with the Rewards Program, including that incurred in the provision and/or utilisation of Rewards.

Nothing in these Rewards Terms is intended to contravene any applicable law. To the extent that any provisions in these Rewards Terms is invalid or unenforceable, it is to be read down so as to be valid and enforceable, and otherwise must be severed to the extent of any invalidity or unenforceability, without affecting the remaining provisions of these Rewards Terms.

9. PRIVACY

Our Privacy Policy is available on the Website and explains the ways in which we collect, use, store, protect and disclose your personal information.

We collect personal information from you to provide you with our services, to administer this Agreement and for the other purposes described in our Privacy Policy. In most cases, we collect your personal information directly from you, including through your Member Application, your Sydney Pole Account, and in the course of our other communications with you.

If you do not allow us to collect your personal information, we may not be able to provide you with our services, administer this Agreement with us or conduct some or all of the other activities described in our Privacy Policy.

In order to perform our services and for the purposes described in our Privacy Policy, we may disclose some of your personal information to our related persons or entities as outlined in our

Privacy Policy. Should you default on payments due to us, we may disclose your personal information by notifying the default to a credit reference agency or other third-party to obtain payment from you.

Other than as set out in our Privacy Policy, we will not share your personal information without your consent unless we are required to do so by law.

Our Privacy Policy explains how you may access and correct the personal information that we hold about you. It also sets out how you may contact us to complain about a breach of the Privacy Act, and how we will deal with such a complaint. If you have any questions or concerns about privacy or if you would like further information about our privacy practices, please contact us.

10. YOUR PERSONAL INFORMATION

Sydney Pole may collect personal information from Members for the purpose of facilitating the Rewards Program. Personal information will be handled in accordance with Sydney Pole's Privacy Policy.

Sydney Pole at any time may require a Member to provide proof of identification for Sydney Pole Staff to verify the authenticity of a Member's Sydney Pole Account, activity and compliance with the Reward Terms. Failure to provide proof of identification may result in termination of a Member's involvement in the Rewards Program.

By participating in the Rewards Program, you consent to Sydney Pole contacting you to receiving communications from us for the purposes of:

- (a) consumer or marketing information; and
- (b) being notified of Rewards you may be eligible for.

You may update your Sydney Pole Account details at any time by visiting the Website. It is your responsibility to update their personal information including their email, full name, birthday, phone and postal address. You have not provided or updated Sydney Pole with correct details, Sydney Pole may not be able to contact you about Rewards they are eligible for.

SYDNEY POLE CONTACT US

If you have any questions concerning your Sydney Pole Account or this policy, please contact our Customer Care team by email:

info@sydneypole.com

ATTACHMENT 1 RECENT REWARD REQUIREMENTS

COVID-19 Shutdown Catch Up Packs

Effective Date: June 1, 2019

The COVID-19 Shutdown Catch Up Classes is only available to Members who were:

- (a) Active Members at the time of government shutdown in New South Wales and Queensland in early 2020;
- (b) Had outstanding paid Class Sessions on their account; and
- (c) No outstanding balances remaining on their account.

The following Terms and Conditions apply to Catch Up Packs:

- (a) The Member must have an active Sydney Pole Account;
- (b) The Member must have an active Member Agreement;
- (c) The Activation Date of the Catch Up Pack will be the date of the Member Agreement;
- (d) If the Member has had multiple Member Agreements, the Activation Date for the Catch Up Pack will be set to the Member Agreement activated closest to June 1, 2020;
- (e) The Catch Up Pack is valid for a maximum availability of 6 months from the Activation Date;
- (f) Termination of a Member Agreement will forfeit any outstanding sessions, except when the termination is to process an Access Level change as defined under the Member Terms; and
- (g) This offer expires December 31, 2020 and cannot be redeemed after this date.

Sydney Pole reserves the right to introduce, withdraw or vary the Class Catch Up Pack at any time. In addition to SPARK and as appropriate under the circumstances, we will make a reasonable attempt to additionally notify you of changes via email. In the event of a change, it will apply to eligible Allocations activated on your next Schedule Date.

Automatic Expiry Extension Reward

Effective Date: June 1, 2019

The Automatic Expiry Extension Reward offers you an additional 14 days extension on your expiry date for:

- (a) your Attendance Allocations; and
- (b) Member Rewards Allocations redeemed for the Reward, Practice Session Matching.

The following Terms and Conditions apply to this Reward:

- (a) Automatically activated on all Member Packages at time of Member Application when Activation Payment is received;
- (b) When Member Package is activated, it will automatically change the eligible Allocations from 14 days to 28 days to use Service Privileges; and
- (c) The maximum availability of an eligible Allocation is 28 days; and
- (d) the expiry date of the Allocations will reflect this on your Sydney Pole Account when this Reward is active.

Practice Session Matching Reward

Effective Date: June 1, 2020

The Practice Session Matching Reward offers you a Member Rewards Allocation of Practice Sessions to:

- (a) receive free of charge with every Member Payment of your Attendance Allocation;
- (b) with an equal session total as your Attendance Allocation.

The following Terms and Conditions apply to this Reward:

- (a) Automatically activated on all Member Packages at time of Member Application when Activation Payment is received until discontinued by Sydney Pole;
- (b) The Activation Date of the Member Rewards Allocation will be the Scheduled Pay Date;
- (c) If a Member makes a Late Member Payment, it is at the discretion of Sydney Pole to re-activate access to the Member Rewards Allocation for the applicable Payment Cycle;
- (d) The activation date and expiry date of the Member Rewards Allocation will not be adjusted; and
- (e) Is eligible to be applied with Automatic Expiry Extension Reward in the same transaction.

Sydney Pole reserves the right to introduce, withdraw or vary this Reward at any time. In addition to SPARK and as appropriate under the circumstances, we will make a reasonable attempt to additionally notify you of changes via email. In the event of a change, it will apply to eligible Allocations activated on your next Schedule Date.