

**NOURISH MELBOURNE MEMBERSHIP
TERMS AND CONDITIONS**

General

The following terms and conditions shall relate to the relationship between Nourish Melbourne and the Member. You accept these terms and conditions, as well as the manner in which Nourish operates. These terms and conditions constitute the entire agreement between Nourish and you.

Definitions:

- a. Nourish Melbourne - "Nourish"
 - b. Member – "you", "your", "Member"
 - c. Member business – a business, which has entered into an agreement with Nourish to provide an offer or service exclusive to members. A list of Member Business' is available on our website (www.nourishmelbourne.com.au)
 - d. Offer – a service, incentive, discount or offer made by a Member Business
 - e. Annual fee – is \$197, however may be increased per annum, and notification will be provided to you at the end of your annual subscription.
 - f. Membership Application Form – the relevant form and information required for you to complete upon downloading the smartphone application and prior to paying the relevant fee.
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- 1. By completing the Membership Application Form, downloading the smartphone application and paying the relevant fee, you confirm you have reviewed, understood and agree to these Terms and Conditions.
 - 2. Nourish reserves the right to amend these terms from time to time, and you agree that each time you use the Nourish Membership you accept the terms as existing at that time and as displayed on www.nourishmelbourne.com.au/terms&conditions/
 - 3. Membership to Nourish Melbourne entails an annual fee and such membership is valid for 12 months. A membership is automatically renewed annually.
 - 4. The Nourish Melbourne Membership Program is a reward program and benefits can only be applied upon presentation of the smartphone application to a Member Business.
 - 5. The Nourish Melbourne Membership is not valid with any other coupon, voucher, discount or in-store offers.
 - 6. The Nourish Melbourne Membership benefit comprises of offers made by a Member business exclusively to you.
 - 7. From time to time, Nourish may send you offers in conjunction with other programs operated by Nourish or by one of its Member Businesses or Partners.
 - 8. Each Nourish Membership is valid for one person only and cannot be used by any person other than you.

9. An offer under the Membership Program can be redeemed upon presentation of a valid membership to the Member Business and/or the use of the members only online store code.
10. In the event a Membership is denied or refused by a Member Business, you have no cause of action against Nourish and Nourish takes no responsibility or liability for the Member Business' decisions.
11. Once you sign up to the Membership program, your subscription will be renewed annually. Cancellation of the membership must be conducted by you via Paypal. In line with clause 12, under no circumstances will a membership fee be refunded in the event you choose to cancel your membership prior to the end of the 12-month period.
12. Under no circumstances will Nourish refund a member for a membership including but not limited to; a business of choice for the member closing down or ceasing to participate in the membership program, a member no longer wishing to participate.
13. Memberships may be cancelled or refused by Nourish at its discretion, if a Membership Application or a member is deemed to be acting fraudulently, linked to a fraudulent membership, is rude or inappropriate to Nourish Melbourne and/or a Member Business, or any manner or conduct in which Nourish deems inappropriate at its discretion.
14. Nourish reserves the right to terminate or end the Membership Program at any time by giving you at least 30 days notice in writing to your nominated email account. After the 30 days the Membership will cease and Nourish has no further liability to you.
15. Except as provided by in any law which cannot lawfully be excluded or modified by agreement, Nourish does not accept any liability, whatsoever, including for negligent acts and omissions with respect to:
 - a. The breach of these terms or any term implied by law (including statute) by any person other than Nourish;
 - b. The death, injury or consequential loss or damage arising from an offer or other promotion as part of the Nourish Members Program;
 - c. Any failure, delay or inability to provide an offer or service by a Member Business caused by circumstances beyond its control including but not limited to strikes, industrial disputes, floods, weather, war or civil disturbance; and
 - d. Any other liability, loss or damage incurred or suffered by you in connection with the Membership Program.
16. These terms will be governed and construed according to the laws of Victoria and the parties submit to the exclusive jurisdiction of the Courts of Victoria.
17. You consent for Nourish and its Member Businesses to contact you from time to time, including via, phone, email, sms, mms or via the smartphone application.
18. If part or all of any clause of these Terms and Conditions is illegal, invalid or unenforceable then it will be read down to the extent necessary to ensure that it is not illegal, invalid or unenforceable, but if that is not possible, it will be severed from these Terms and Conditions and the remaining provisions of these Terms and Conditions will continue to have full force and effect.