

WAGAMAMA FREQUENT NOODLER PROGRAM

Terms and Conditions

1. Definitions

1.1 in these terms and conditions:

“Date of Issue” means the date that a Member earns a point;

“Frequent Noodler Program” means the Wagamama rewards program whereby a participant is able to earn points and redeem the points for rewards;

“Member” means a participant in the program;

“Member’s Account” means the account set up by wagamama for the member to record personal information required for the purpose of conducting the program, including but not limited to, the number of points earned;

“Membership Card” means a card issued to a participant upon registration in the program;

“Personal Information” means information or an opinion (including information or an opinion forming part of a database and whether or not recorded in a material form) about an individual whose identity is apparent or can reasonably be ascertained from the information or opinion;

“Points” mean the points allocated to a Member within the program in accordance with these terms and conditions;

“Program” means the Wagamama frequent noodler program;

“Program Registration Form” means the online registration form required to be completed by a person seeking to become a Member;

“Reasonable Notice” means 2 weeks prior notice that Wagamama will provide to Members that the program will be cancelled in whole or in part;

“Rewards” mean goods, services or other benefits provided to a Member based on the redemption of accumulated points;

“Wagamama” means CLB No. 1 Pty Ltd, ABN 27 098 457 919 of Level 3, 140 William street, East Sydney, NSW 2010.

1.2 As a condition of participation, the Member accepts these terms and conditions and any rules, policies or procedures that may be adopted

by Wagamama from time to time, and any changes to these terms and conditions. These terms and conditions are current as at 12 October 2011 but they are subject to change. Wagamama may alter these terms and conditions at any time by posting a new version at www.frequentnoodler.com.au/termsandconditions.pdf

- 1.3 Any additional information on the program, earning points and/or obtaining rewards form part of these terms and conditions. To the extent of any inconsistency between these terms and conditions and any additional information on the program, earning points and/or obtaining rewards, these terms and conditions prevail.
- 1.4 Subject to clause 1.5, any natural person who is a resident of Australia may submit a completed program registration form and may participate in the program (eligible person).
- 1.5 Wagamama, in its absolute discretion, reserves the right to refuse to allow any eligible person from participating in the program. Employees (and their immediate families) of Wagamama and Wagamama's agencies, and any related corporations, partnerships, trusts and any other commercial entity are ineligible to apply to participate in the program.
- 1.6 Each eligible person is permitted to register only one time by way of completion of a program registration form. Additional registrations by an eligible person who is already a member (additional registrations) (or registrations which Wagamama reasonably believes to be additional registrations) will be deemed invalid and Wagamama will not establish a Member account for that person.
- 1.7 The personal information provided by an eligible person on the program registration form must be current and accurate. Incorrect, incomplete, and unintelligible program registration forms will be deemed invalid and Wagamama will not establish a Member account for that eligible person.
- 1.8 Wagamama's decision on all matters pertaining to the program, including but not limited to any dispute as to rewards, the identity of a member, eligibility to become a member or points accumulated by a member is final and binding. No correspondence will be entered into in this regard.

2. Points, Points Redemption & Rewards

- 2.1 Wagamama will award a member 1 point for every AUD\$2 spent at a Wagamama Australia restaurant, on Wagamama goods, subject to the Member presenting their membership card at the time of making the transaction.
- 2.2 The maximum number of points a Member may earn from any single

transaction is capped at 300 points.

- 2.3 If a Member's membership card is not presented prior to the relevant transaction, points will not be issued, unless the Member sends a copy of the receipt via post or email to: Marketing Department, Wagamama Australia, Suite B, Level 3, 140 William street, East Sydney NSW 2010, or marketing@wagamama.com.au, within one month of the purchase date. a Member cannot have points added to their membership account for transactions that occurred prior to their registration in the program.
- 2.4 Subject to Wagamama's systems capability, points will be credited in most instances to a member's account within 24 hours of making the relevant transaction. Wagamama accepts no responsibility for any delay in crediting points to a member's account.
- 2.5 Points are valid for a 12 month period from the date of issue and will automatically expire 12 months from the date of issue at the end of the corresponding month in which they were issued. No notice will be provided to the Member.
- 2.6 Points can only be earned through purchases made at Wagamama Australia.
- 2.7 Only one membership card can accrue points per transaction. Points earned during a transaction cannot be split between Member's accounts.
- 2.8 Members will not accrue points in respect of a transaction where points have been used to redeem a reward, or where a gift voucher has been used to pay for the transaction.
- 2.9 Members may accrue points in respect of a transaction using another promotional offer, but points cannot be redeemed at the same time or in conjunction with any other promotional offer.
- 2.10 Points can be redeemed for any of the following rewards at any of Wagamama restaurants in Australia (subject to availability of rewards), provided the Member has the sufficient number of points:
 - (a) one (1) main meal* = 100 points;
 - (b) one (1) dessert = 50 points;
 - (c) one (1) cookbook = 250 points; and
 - (d) one (1) wagamama t-shirt = 250 points* (excludes set meals, delivery or takeout; one main meal only per person in each party is redeemable)
- 2.11 The maximum number of points a Member can redeem per day is capped at 600 points. A Member's membership card must be presented at the time a redemption for points is made.

- 2.12 Where multiple main meals are ordered, the redeemed meal/s are the meals of the lesser value.
- 2.13 Points and rewards, including any unused portion are not transferable, and can not be exchanged for cash.
- 2.14 A Member can cancel their membership in the program via their Member's account by notifying Wagamama in writing via email to marketing@wagamama.com.au. Upon cancellation of a Member's membership, that person forfeits all points and any rights to any reward/s.
- 2.15 Member's must keep their membership card secure and not provide it to any other person to use. Wagamama accepts no responsibility for any lost, stolen or damaged cards, or for any other person using (with or without a member's consent) a Member's membership card.
- 2.16 A Member may access their Member's account online at www.frequentnoodler.com.au for the purposes of changing their personal information, checking the transactions and the number of points they have accrued.

3. Promoter's Rights and Exclusion of Liability

- 3.1 Wagamama may, in its absolute discretion, at any time:
 - (a) change, amend or vary these terms and conditions;
 - (b) change, amend, vary, withdraw or cancel any reward or the value of any reward;
 - (c) change, amend, vary, withdraw or cancel at any time, points or the value of points;
 - (d) exclude a Member from, or cancel a Member's membership in, the program without prior notice to a Member.
- 3.2 The most current version of the terms and conditions will always be at www.frequentnoodler.com.au/termsandconditions.pdf. If Wagamama takes any action pursuant to Clause 3.1 above and decides, in its sole discretion, that the change is material, Wagamama will notify affected Members by means of an email to the email address associated with a Member's account. By continuing to access or use the program after a change to these terms and conditions become effective, Member's agree to be bound by the revised terms and conditions.
- 3.3 Wagamama may, in its absolute discretion, at any time cancel the program in whole (or in part) upon reasonable notice to Members.
- 3.4 Without in any way limiting the rights of Wagamama as set out in Clause 3.1, 3.2 and 3.3, if a Member is, at any time, in breach of these terms and conditions with Wagamama, Wagamama may cancel the

Member's membership in the program. If a Member's membership is cancelled by Wagamama, any points accrued by that person will be cancelled and that person will not be entitled to any rewards for points earned prior to the cancellation of their membership.

3.5 Except for any liability that cannot be excluded by law, Wagamama (including its officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the program, including, but not limited to:

(a) any technical difficulties or equipment malfunction (whether or not under Wagamama's control);

(b) any theft, unauthorised access or third party interference;

(c) any program registration form, or correspondence that is late, lost, altered, damaged or misdirected (whether or not after receipt by Wagamama) due to any reason beyond the reasonable control of Wagamama;

(d) any tax liability incurred by a Member; or

(e) withdrawals, cancellations, variations or change as set out in Clause 3.1, 3.2 or 3.3 or arising from the program.

4. **Privacy**

4.1 Wagamama collects members' personal information in order to conduct the program. If the personal information requested is not provided by the person seeking to become a Member, that person may not participate in the program.

4.2 In addition to the purpose stated in clause 4.1, by becoming a Member in the program, unless otherwise advised, each Member also agrees that Wagamama may use their personal information, or disclose it to other organisations (including without limitation those other companies in the Wagamama group of companies) who may use it for future promotional, marketing and publicity purposes without any further reference, payment or other compensation to the member. Wagamama may also use or disclose information gained about members during the program, including but not limited to information regarding a Member's purchase of products and services, for research and development, promotional, marketing and publicity purposes.

4.3 A request by a Member to access, update or correct any information held about him or her should be made by the Member and directed to Wagamama via email to marketing@wagamama.com.au or via mail to Suite B, Level 3, 140 William Street, East Sydney, NSW 2010.