

Terms and Conditions of USU Membership and participation in USU Access Rewards Program

Please read the following Terms and Conditions carefully before completing your USU Membership or Access Rewards Program Application form. If you do not understand the Terms and Conditions or have questions in relation to them, please contact:

USU Info Hub

Level 1, Manning House

Manning Road

University of Sydney, NSW, 2006

Phone: (02) 9563 6000

Email: info@usu.edu.au

GENERAL

1. These terms and conditions were last updated on 22 January 2019.
2. The University of Sydney Union (USU) is the major non-academic service provider at the University of Sydney. In partnership with the University, USU provides social, cultural and intellectual programs and services that enhance the campus experience. Membership entitles the member to vote in USU elections, attend USU meetings, join or found USU clubs and societies, participate in USU programs, events and activities, run for election to USU Board and other benefits that the Board determines from time to time. Many USU services, events, programs and benefits are available exclusively to members.
3. Membership of USU is voluntary.
4. The Access Rewards Program is a program offered by USU that provides participants with a range of exclusive discounts, services and benefits that may be in addition to those offered as part of USU membership.
5. Participation of the Access Rewards Program is voluntary.
6. In 2019, the fee for full time and part time students of the University enrolled in a degree or diploma course to join USU will be set at \$0. Note: there is a separate Agreement in place between USU and the Colleges and CET. This clause does not apply to those students.
7. The fee for all other people eligible for Membership will be set at \$45.
8. In 2019 the fee for full time and part time students of the University enrolled in a degree or diploma course participating in the Access Rewards Program will be set at \$45 for full year participation and, where applicable, \$25 for single semester participation.
9. In 2019 the fee for non-students members wishing to participate in the Access Rewards Program will be incorporated into the Membership Fee.
10. Residents of the University Colleges working in partnership with USU (i.e. St Paul's College, St Andrew's College, St John's College, Sancta Sophia, Women's College, Wesley College, Mandelbaum House and International College), agree that by accepting the Access Rewards participation as part of their enrolment at the college, they agree to become a member of USU and to remain a member of USU whilst they are resident at that College.
11. People ineligible to be a member of USU who wish to pay to participate in Access Rewards may do so, although the rights of USU membership will not be available to them. For details of eligibility, please see USU constitution at www.usu.edu.au or 2.iii below. In 2019 the fee for such participation will be \$45.
12. Note that aspects of these terms and conditions cover non-members who choose to use USU's products and services.

MEMBERSHIP

13. Upon joining USU, members are issued with a bar-coded identification (physical and/or digital app) for identification purposes. The identification is not transferable and remains the property of USU. Proof of Membership must be shown if requested and in order to take advantage of USU services.
14. The following persons are eligible for Membership:
 - (a) The Visitor of the University
 - (b) The Patron of the Union
 - (c) Graduands of the University (i.e. those who have completed their studies and, having satisfied the requirements for graduation, are awaiting their formal graduation ceremony)
 - (d) All members of Convocation of the University as defined in section 14(1) of the University of Sydney Act (e.g. Fellows of Senate and Graduates of the University of Sydney)
 - (e) Persons appointed by Senate to USU Board who are not otherwise eligible for membership
 - (f) Students enrolled in a course of study leading to the award of a degree or diploma from the University
 - (g) Members of the full-time, part-time or casual staff of the:
 - i. University
 - ii. USU
 - iii. Students Representative Council
 - iv. Sydney University Postgraduate Representative Association
 - v. Student Association of Sydney College of the Arts
 - vi. Sydney University Sport
 - (h) Persons enrolled in any non-award course conducted by the University, including any course conducted through the University's Centre for Continuing Education;
 - (i) Persons enrolled in any course conducted by the Union
 - (j) Persons, who, having been a member of the Union in the preceding year, have been granted permission to defer their study
 - (k) Graduates and Graduands of such other universities or educational institutions as the Board may, by Special Resolution from time to time, prescribe after consultation with the University.
15. Membership fees may be paid annually or for consecutive future membership years, to be determined by USU from time to time.
16. Membership shall be deemed current and valid until such time that the member does not pay the relevant membership fee; or opts out of Membership; or ceases to be eligible to be a Member; or otherwise ceases to be a Member.

USU ACCESS REWARDS PROGRAM

17. Access Rewards is a program administered by USU that entitles participants to certain benefits as offered by USU from time to time.
18. The promoter of the Access Rewards Program is the University of Sydney Union ABN 73 818 179 759 of Level 5 Holme Building, Science Road, The University of Sydney, NSW, 2006.
19. An applicant becomes a participant of Access Rewards upon USU receiving a completed application form and payment of the relevant fee.

20. All Access Rewards participants acknowledge and agree to be bound by these Terms and Conditions. If there is any conflict between what is set out in the Terms and Conditions and anything a participant has been told by USU, its staff or its agents, the Terms and Conditions shall prevail.
21. These Terms and Conditions are effective as at the date of publication. USU reserves the right to amend the Terms and Conditions from time to time. USU shall use all reasonable endeavours to advise participants of any such changes, but shall not be liable in any way for any failure to do so.
22. Each participant is responsible for remaining aware of the Terms and Conditions (as varied from time to time) available at usu.edu.au/Accesssterms.
23. USU has your permission to contact you with relevant information regarding your Membership and relevant benefits by email, telephone, SMS, social media and post.
24. Upon joining Access Rewards, participants will be issued with a bar-coded identification (physical and/or digital app) for identification purposes. The identification is not transferable and remains the property of USU. This identification may be the same identification used for USU membership, if applicable.
25. Proof of identity will be required to join USU and / or participate in Access Rewards and must be validated before a card is issued or an app is downloaded in your name.
26. USU may, at its discretion, extend the period for which Access Rewards participation remains valid.
27. People ineligible for USU membership may participate in the Access Rewards by paying the annual program fee. Such participants shall enjoy such benefits of the program as USU determines; however they may not be eligible for all the rights associated with USU membership, especially the right to attend or to vote at USU General Meetings or in USU elections.
28. For the purpose of these Terms and Conditions, the terms "USU Membership" (and associated fees and benefits), and "Access Rewards Program Participation" (and associated fees and benefits) may be interchangeable.
29. For all USU membership rights and Access Rewards offers please visit USU website (www.usu.edu.au).

MEMBERSHIP AND PARTICIPATION REGISTRATION

30. Application to join USU and /or the Access Rewards can be made on line at www.usu.edu.au, or in person at an on-campus sales point. Registration requires a photo that will be embedded in USUACCESS app – or printed onto the membership/participation card. The photo must clearly identify the member or participant and no one else. Failure to provide a clear image may result in the cancellation of membership and or participation in Access Rewards. If there is an issue with the photo taken on the digital card via the app, contact the USU Info Hub immediately: Level 1, Manning House, Manning Road, University of Sydney, NSW, 2006, Phone: (02) 9563 6000, Email: info@usu.edu.au
31. There is no charge to download USUACCESS app, however USU may charge an administration fee for Participants opting to use a plastic card.
32. USU reserves the right, at its sole discretion, to refuse entry to the program to any applicant.

USU MEMBERSHIP AND ACCESS REWARDS PARTICIPATION LIMITATIONS

33. No USU member or Access Rewards participant is an agent, contractor, representative or partner of USU or Access Rewards Program by virtue merely of membership or participation.
34. No USU member or Access Rewards participant has any power or authority to act for or to assume any obligation or responsibility on behalf of USU or Access Rewards, to bind USU or Access Rewards to any agreement, negotiate or enter into any binding relationship for or on behalf of USU or the Access Rewards or pledge the credit of USU or the Access Rewards except with the express written authority of USU.

UNSUBSCRIBING FROM USU AND ACCESS REWARDS COMMUNICATIONS

35. As a member of USU and participant in the Access Rewards program you will receive communications from USU from time to time. This communication may continue after your Membership or Access Rewards participation has expired.
36. You may unsubscribe at any time using the unsubscribe function on any nominated communication method or by contacting the USU Info Hub– Address: Level 1, Manning House, Manning Road, University of Sydney, NSW, 2006, Phone: (02) 9563 6000, Email: info@usu.edu.au.

USU MEMBERSHIP AND ACCESS REWARDS PROGRAM CANCELLATION AND REFUND POLICY

37. Access Rewards refunds for full time and part time students of the University enrolled in a degree or diploma course
 - (a) No refunds of any kind will be processed if the request is received after the University Census Date (March 31 for Semester 1; August 31 for Semester 2).
 - (b) Access Rewards refunds will only be processed if
 - i. the student is withdrawing from study, transferring to another university or going on exchange; and
 - ii. the application is received before the applicable University Census Date. This applies to:
 - (c) Pro rata refund rates will apply
 - (d) No refunds will be processed without official paperwork (e.g. university acceptance letters) that proves one of the above circumstances, and in the case of a physical card, it is returned to USU.
 - (e) Refunds are not available for change of mind, change of timetable or change of benefits.
38. Access Rewards and/or Membership refunds for non-University of Sydney students
 - (a) No refunds of any kind will be processed if the request is received after the University Census Date (March 31 for Semester 1; August 31 for Semester 2).
 - (b) Refunds will only be processed if the Member is retiring from the University or transferring to another University.
39. In accordance with Article 5.5b of USU Constitution, USU members may resign their membership by presenting a notice of resignation signed by that member to the CEO.
40. USU membership may also be terminated if a member has:
 - (a) Failed to pay any sum outstanding to USU
 - (b) In the opinion of the Board been guilty of misconduct
41. USU reserves the right in its absolute discretion to suspend or terminate the participation in Access Rewards of any participant for breach of these Terms and Conditions or for any

conduct that USU, in its discretion, deems to be unacceptable. In such cases, the participant will not be entitled to any refund of fees.

42. USU reserves the right in its absolute discretion to withdraw, cancel, deny access to, or in any way change any of the benefits advertised or offered at any time and USU will not be liable for any loss or damage suffered by participants resulting from such withdrawal, cancellation or change. USU shall have no liability to any person for any variation in the benefits offered under the Program.

INDEMNITY AND LIMITATION OF LIABILITY

43. To the fullest extent permitted by law, you agree to defend, indemnify and hold harmless USU, its officers, directors, employees, contractors or agents for any liabilities, claims, demands, losses, costs and expenses (including without limitation legal costs), or for any direct, indirect, incidental, special, punitive or consequential damages, whatsoever resulting from:
 - (a) any breach of your obligations under these Terms and Conditions; and
 - (b) your violation of any third party right, including but not limited to any intellectual property rights or privacy rights; and
 - (c) any claim or action brought or threatened by another person based on any facts which, if substantiated, would constitute a breach by you of your obligations under these Terms and Conditions.
44. Some benefits offered as part of Access Rewards are provided by third parties. USU shall not be held liable for any loss or damage in relation to the products or services provided by third parties. Participants should make their own enquiries regarding the terms and conditions that apply to products or services offered by third parties.
45. In all cases, the liability of USU for any default under any implied agreement compelled by any law is limited to the amount of the annual fee paid by the member.

CARD AND APP USE

- 46 All USU members and Access Rewards participants will be issued a physical and/or digital card.
- 47 The digital card can be found on USUACCESS mobile application (app) which can be downloaded from the App Store for phones operating on iOS or Google Play for phones operating on Android.
- 48 The app may contain links to third party web sites or services that are not owned or controlled by USU. USU has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that USU shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services.
- 49 By using the app, you consent to providing USU with your mobile phone number and email address which may be used for marketing purposes in accordance with these Terms and Conditions.
- 50 Access Rewards participants are entitled to obtain any applicable discounts for goods or services upon presentation of their Access Rewards identification. Discounts are not available under any circumstances except upon presentation of a valid Access Rewards identification. Access Rewards identification must be presented at the time of purchase or entry.

- 51 Entry into an event is subject to the terms and conditions that apply to that particular event (including any imposed by the promoter of that event or the venue owner). Possession of an Access Rewards identification does not automatically admit an Access Rewards participant into an event.
- 52 When making purchases online or over the phone, in order to receive the benefit, you must provide your Access Rewards Identification.
- 53 If you do not present your Access Rewards identification at the time of purchase/entry, then you agree that USU is not liable for any claim by you for a refund. You agree that USU is also not liable for any claim of refund if a discount is not given by a partner after presenting your Access Rewards identification at the time of purchase.
- 54 You may only use your Access Rewards identification for your own benefit. Your Access Rewards identification is non-transferable and cannot be used by another person. You may not lend or otherwise give your card to another person for their use.
- 55 USU reserves the right to cancel your USU membership and / or Access Rewards participation USU in the event of unauthorised use, including taking screen shots of your digital card.

LOST, STOLEN OR DAMAGED ACCESS REWARDS CARDS

- 56 It is the members' and participants' responsibility to take care of their membership and Access Rewards identification and keep them safe. USU must be notified if an identification has been lost, stolen or damaged.
- 57 USU will replace lost, stolen or damaged cards for a fee of \$5 for each replacement plastic card/s issued.
- 58 For replacement cards (or in the case of a digital card, if your phone is lost or stolen), you should contact The USU Info Hub Level 1, Manning House, Manning Road, University of Sydney, NSW, 2006, Phone: (02) 9563 6000, Email: info@usu.edu.au.

PERK PACKS

- 59 USU may, at its discretion, provide gifts or perk packs to members upon joining or rejoining Access Rewards
- 60 Access Rewards perk packs are only redeemable on payment of the appropriate USU membership or Access Rewards participation fee.
- 61 Strictly one pack per Access Rewards participant (subject to availability of promotional stock).
- 62 Any Access Rewards participant who tampers with the perk pack process, or who fraudulently and dishonestly attempts to collect more than one pack will not receive a perk pack and may have their participation of the program and/or membership of USU cancelled.
- 63 Perk packs are available strictly only while stocks last and are issued on a first come first served basis. Not all Access Rewards participants will necessarily receive a pack.
- 64 USU is not liable if any perk pack is lost, stolen, damaged or tampered with in any way.
- 65 Perk pack offers may change or be cancelled at any time without notice.
- 66 USU makes every effort to ensure that perk pack material is up to date and accurate, but accepts no liability for any direct or indirect loss or damage arising from use of or reliance on that information, even if it is inaccurate or out of date.
- 67 Perk packs cannot be transferred or exchanged.

- 68 Perk pack value is calculated on the estimated dollar saving relating to each offer subject to compliance with the applicable offer terms and conditions.

THIRD PARTY OFFERS

- 69 Other than to the University, USU will not pass on your details for marketing purposes to any third party without your permission; however we will, from time to time, pass on to you offers or benefits on behalf of third parties.
- 70 Some offers and benefits require Access Rewards participants to register as a member with third parties. This is entirely at your discretion and in doing so, you may be communicated with directly by the third party; such communication is no longer within the control of USU. You may unsubscribe from these offers at any time by contacting the third party directly.
- 71 All partner offers are subject to the individual terms and conditions of the partner and may change or be cancelled at any time without notice to you. Changes will be published as soon as reasonably possible on the Program website, currently at www.usu.edu.au.
- 72 Partner participants in the Program may change at any time without notice. Notification of changes in partners will be displayed on the website (www.usu.edu.au) as soon as reasonably practicable.
- 73 In making a purchase or accepting a partner offer, you enter into a contract directly with the partner concerned and not with USU.

INFORMATION AND PRIVACY

- 74 USU is committed to ensuring that the collection, accuracy, use, disclosure, de-identification and destruction of your details comply with the Privacy Act 1988 (Cth) and National Principles.
- 75 USU's Privacy Policy forms part of these Terms and Conditions. To the extent of any inconsistency, these Terms and Conditions shall prevail.
- 76 You have the right to view and correct or update your personal information by arrangement with the USU Info Hub (Level 1, Manning House, Manning Road, University of Sydney, NSW, 2006, Phone: (02) 9563 6000, Email: info@usu.edu.au or through any facility set up for Members and Participants online.
- 77 By joining USU, and / or participating in Access Rewards , you agree that USU may use your personal information to keep you informed of specials, promotions, events, competitions, discounts and free offers from us and or our partners. You may be contacted via email, telephone, SMS and/or post where applicable. You may opt out of these communication paths at any time by giving USU notice in writing or by using the opt out / unsubscribe facilities on our promotional material.
- 78 USU may use your information for its own planning, research, marketing and product and service development.
- 79 USU communicates with its members and subscribers and keeps them informed via a number of communications paths and cannot be held responsible for any member not being aware of a special, promotion, event, competition, discount and/or free offer or any member failing to take advantage of that offer and/or missing out on an opportunity. You are responsible for informing USU of any change in your contact details.
- 80 USU may share anonymous and aggregated membership information with current or prospective partners for the purpose of securing better offers for members, or with data analysis specialists, data mail houses, data processing organisations and specialist call centres for the purposes of improving existing or potential benefits. When such disclosures

are made, your personal information will be protected through confidentiality agreements and/or other contractual obligations.

- 81 Notwithstanding 80, USU may share your personal details with regulatory bodies; government agencies; law enforcement bodies and courts; and other parties to whom USU is authorised or required by law to disclose information, including the University of Sydney
- 82 USU will take all reasonable steps to ensure your personal information is protected from unauthorised access, misuse, modification and disclosure while stored or transmitted by it.
- 83 If USU already holds any personal information about you, this may be because it was obtained from the University of Sydney with your authorisation when you enrolled with the University, by other means of authorisation, or because it was existing information obtained with permission through your previous USU membership registration.
- 84 USU member and/or Access Rewards feedback is welcomed at any time via info@usu.edu.au.

DISCLAIMER

- 85 While USU makes every effort to ensure information about USU membership and Access Rewards participation is available, complete, accurate and up to date, it cannot guarantee this and accepts no liability whatsoever if any information is unavailable, incomplete, inaccurate or out of date.
- 86 USU disclaims any and all warranties, express or implied, regarding the handling of any of your information, including personal information, by any third party.