

# Terms and Conditions

## 1. Introduction:

1.1 These Terms and Conditions form the basis of the Scenic Club loyalty program (Program). Every Member is subject to these terms and conditions. We ask that you read them carefully. Please contact us by phone on 1300 LOYALTY or 1300 569 258 in Australia or 0800 330 340 in New Zealand or by email to scenicclub@scenicclubs.com or see scenicclubs.com.au/scenicclub if you have any questions on these Terms and Conditions.

1.2 Use of your Membership Card or Membership Number signifies your acceptance of the current Terms and Conditions of the Program.

1.3 These Terms and Conditions are effective as at the date of publication and may be amended from time to time. Members should refer to scenicclubs.com.au/scenicclub for the most up to date Terms and Conditions.

1.4 Subject to all applicable laws, Scenic Tours may terminate the Program at any time without any on-going liability or responsibility to the Member with regards to the Program.

1.5 All interpretations of these membership Terms and Conditions shall be at the sole discretion of Scenic Tours.

1.6 Scenic Club is a totally separate program to the Explorer program operated by Evergreen Tours.

Individuals may have membership of both programs. Benefits are not generally interchangeable or transferable between Scenic Club and Evergreen Explorer and vice versa. However individuals who complete a Scenic Tours tour may choose to have that tour count toward their Evergreen membership and tier status assessment, but should they do so, it will not also count towards their Scenic Club membership or tier status.

## 2. Definitions

In these Terms and Conditions, the following words and expressions shall have the meanings as defined below unless the context otherwise requires:

“Card” means a card issued by Scenic Tours to identify the Member as a participant of the Program.

“Connoisseur’s Choice by Scenic Tours” means a brand of tour offered by Scenic Tours Pty Ltd.

“Member” means a person who has been admitted by Scenic Tours as a participant in the Program and is being recognised as a participant for the time being.

“Membership” means the participation of a Member in the Program.

“Membership Number” is the unique number allocated by Scenic Tours to each Member and on each Card.

“Program” means the Scenic Club Loyalty program.

“Program Partner” means an entity with which Scenic Tours has entered into an agreement to provide goods and/or services to a Member under an arrangement with the Program Partner.

“Scenic Tours” means Scenic Tours Pty Limited.

“Terms and Conditions” means the Terms and Conditions of the Program as set out here and as may be changed from time to time by Scenic Tours, at its discretion, subject to all applicable laws.

“Tour” means a fully paid brochure product branded as Scenic Tours or Connoisseur’s Choice by Scenic Tours and which is of a duration of at least seven (7) Tour Days.

“Tour Days” means a fully paid day of touring on a brochure tour which includes an overnight stay. Additional paid days that form part of the Scenic Tours booking count towards Tour Days. Complimentary, bonus, unpaid nights including but not limited to being part of a tour, earlybird specials, or member benefit are not included in Tour Days.

“Travel” means each time the individual departs from home for travel with Scenic Tours or Connoisseur’s Choice by Scenic Tours. Where an individual departs to undertake more than one tour - sometimes called back-to-back tours - this is deemed to be one lot of travel.

## 3. Membership cost

3.1 Membership of the Scenic Club Program is free of charge.

## 4. Membership eligibility

4.1 Only residents of Australia and New Zealand are eligible for membership to the Program as outlined in these terms and conditions. Residents of the UK are subject to the separate terms and conditions applicable to that country. Membership eligibility may be extended to residents of other countries in the future.

4.2 Scenic Club membership and it’s corresponding benefits are automatic after an individual has completed paid travel with Scenic Tours or Connoisseur’s Choice by Scenic Tours that has been purchased and paid in Australia (if an Australian Resident) or in New Zealand (if an New Zealand resident). Members will normally be mailed a Membership Card and related material within 8 weeks of qualification.

4.3 Scenic Club Platinum Membership is automatic after an individual has completed 5 paid Tours of 7 days or more or has completed 50 paid Tour Days touring with Scenic Tours and/or Connoisseur’s Choice by Scenic Tours in their lifetime. Members will normally be mailed their Platinum Membership Card and related material within 8 weeks of qualification.

4.4 Scenic Club Diamond Membership is automatic after an individual has completed 10 paid Tours of 7 days or more or has completed 100 paid Tour Days touring with Scenic Tours and/or Connoisseur’s Choice by Scenic Tours in their lifetime. Members will normally be mailed their Diamond Membership Card and related material within 8 weeks of qualification.

4.5 Scenic Club Emerald Membership is automatic after an individual has completed 15 paid Tours of 7 days or more or has completed 250 paid Tour Days touring with Scenic Tours and/or Connoisseur’s Choice by Scenic Tours in their lifetime. Members will normally be mailed their Emerald Membership Card and related material within 8 weeks of qualification.

4.6 If a person who receives a Membership kit does not wish to be a member of the Program, they should return the Membership Card to Scenic Tours indicating this is the case.

4.7 Membership is individual and non-transferable. Where more than one person in a household qualifies for Membership, each will receive individual Membership.

4.8 Employees of Scenic Tours or its associated companies are not eligible to participate in the Program.

4.9 Travel industry professionals and their associates who travel on a discounted tour because of their position in the travel industry will not have that tour count to membership or tier status.

4.10 Immediate or extended family or friends of employees of Scenic Tours and associated companies who travel on a discounted tour because of their association with the employee or industry will generally not have that tour count towards membership or tier status.

4.11 Individuals who fall under clause 4.9,4.10 or 4.11 should check prior to booking if any planned Tour would count towards membership or tier status.

4.12 Scenic Tours may at it’s own discretion threshold an individual into any membership level it may wish.

## 5. Membership Card and Membership Number

5.1 Members will receive a Membership Card. Each Card will have a unique Membership Number. Members should keep their Card secure.

5.2 The Card and Membership Number is not transferable and must not be given to other individuals to secure benefits from the Program.

5.3 It is the Member’s responsibility to ensure that their Membership Number is included in any and all of their bookings, either made via a travel agent or directly with Scenic Tours, in order that they may receive the benefits of Membership.

5.4 If the Card is lost or stolen the Member will immediately advise Scenic Tours.

5.5 If a Member cannot remember their Membership Number they may contact Scenic Tours. They will be asked to provide information to confirm their identity, and following satisfactory replies to Scenic Tours, they will be reminded of their Membership Number.

5.6 Scenic Tours shall be entitled to assume that any person that purports to be a Member and provides

(whether in person or through an electronic, telecommunications or other media) the Membership Number to Scenic Tours is in fact the Member. Scenic Tours shall be entitled to reveal to any such person any and all information relating to their Membership and Membership bookings, and treat and act on any request of such a person with respect to any other matter regarding the Program without taking any further steps to verify the identity of the person.

## 6. Period of Membership

6.1 The Period of Membership of the Program is from the date of enrolment by the Member until either terminated by the Member or Scenic Tours as set out below or upon the death of the Member.

## 7. Misuse and termination of Membership

7.1 Either the Member or Scenic Tours may terminate membership of a Member at any time and without cause upon reasonable notice to each other.

7.2 Fraud or abuse concerning the Membership and/or privileges and benefits is subject to appropriate administrative and/or legal action by Scenic Tours.

7.3 Nothing in these Terms and Conditions of Membership shall limit Scenic Tours in the exercise of any legal or equitable rights and remedies.

7.4 Subject to applicable laws, Scenic Tours will not be liable for any loss or damage whatsoever suffered by any Member as a result of termination, suspension or cancellation of Membership.

## 8. Program benefits

8.1 Scenic Tours does not guarantee or warrant that any or all of the Program benefits will be available at all times and in all countries or locations. Certain Program benefits may not be able to be provided because of local government, operational or other reasons and where this applies an alternative benefit is not offered:

for example in some countries local regulations will not allow the offer of an extra nights stay therefore, operationally it may not be possible for an individual to stay an extra night when the group needs to travel together such as on a chartered aircraft. Scenic Tours reserves the right to change, modify, limit or cancel any of the Program benefits at any time or as they apply to any country or region at any time. Should a Member not take up an available Program benefit or the benefit is not available at the time, an alternative benefit is not offered. Member Benefits are not transferable or can not be redeemed for cash or any other benefit.

8.2 Gold, Platinum, Diamond and Emerald Members will receive Membership benefits according to their tier of Membership.

8.3 Members do not qualify for Program benefits of Membership or tier of Membership until after they have returned home from their qualifying tour and received their appropriate Membership Card in the mail. However, where a member completes back-to-back tours without returning home between tours, and they qualify for higher tier membership during the first tour, they may be able to access the higher benefits for the subsequent back-to-back tours. Members should check at the time of booking if any such additional benefits will apply to their subsequent back-to-back tours.

8.4 There are four tiers of Membership: Scenic Club Gold, Scenic Club Platinum, Scenic Club Diamond and Scenic Club Emerald. Scenic Club Emerald members will receive additional benefits as well as all the benefits of Diamond membership. Scenic Club Diamond Members will receive additional benefits as well as all the benefits of Platinum Membership. Scenic Club Platinum Members will receive additional benefits as well as all the benefits of Gold Membership.

8.5 Emerald complementary pre/post tour hotel room upgrades. Scenic Tours will provide a next category room upgrade where available at the nominated hotel. Should a next available room category not be available this benefit cannot be delivered.

8.6 Dedicated Member’s Help Desk: Members may make contact with Scenic Tours via a dedicated Member’s only phone number or email address. This service is for the use of Members only. Non members, including Travel Agents, may not use this service, but should use the other channels of communication that have been specifically set up for them.

8.7 Members may receive from time to time Special Member Offers for Scenic Tours or Connoisseur’s Choice by

Scenic Tours tours which are not available to non-members.

8.8 Special Member pre tour travel pack: Subject to availability, for departures prior to 14 November 2013, Members will be provided with a choice of a free backpack or case or other gift reflecting their tier of membership, prior to each time they depart for Travel. For departures from 15 November 2013 you can select from an extend range of luggage and gift vouchers that may be applicable to your tier. You need to make your selection no later than six weeks prior to departure by visiting Tour Personaliser at tp.scenicclubs.com or your travel agent. Applies to Australian and New Zealand Scenic Club members only. If no selection is made you will receive a luggage selection at Scenic Tours discretion.

8.9 Member communications and Member only competitions: From time to time Members may receive Scenic Club Magazines mailing, emails or sms. These may include competitions which are only available for Members.

8.10 Program Partners: The Program may include offers to members from time to time from third party entities other than Scenic Tours. These offers are accepted by Scenic Tours in good faith as to the appropriateness of the offer for Members and the ability of the third party to deliver in accordance with any offer they make. Scenic Tours accepts no responsibility or liability whatsoever with regard any matter that may arise between the Member and third party in relation to any offer that a third party has made through the Program.

8.11 Scenic Club Emerald, Diamond and Platinum Members may receive additional benefits. At the time of printing these included limousine service and additional night stays associated with certain tours. These benefits are subject to certain Terms and Conditions which may vary from time to time. Scenic Club Emerald, Diamond and Platinum Members should contact Scenic Tours at any time to understand the Terms and Conditions that may apply to the specific Emerald, Diamond or Platinum benefits at that time.

## 9. Local laws and possible tax liability

9.1 The Program and Member’s entitlements to any benefits under the Program are subject to all laws applicable to Scenic Tours and to the Member which restrict, prohibit or limit the scope or extent of the Program or any benefits or privileges.

9.2 Should any benefits under the Program be subject to tax liability it (including disclosure connected with the receipt or use of the Program) is the responsibility of the Member.

## 10. Assignment

10.1 A Member cannot assign its rights under these Terms and Conditions at any time. Scenic Tours reserves the right to assign the Terms and Conditions at any time without consent.

## 11. Notices/Contact Details

Any Member wishing to contact Scenic Tours or any communication or notice to be given under these Terms and Conditions may be delivered personally or by pre-paid post transmission to the following address of Scenic Tours: Scenic Club, Level 14, 56 Pitt Street, Sydney NSW 2000.

## 12. Governing Law and jurisdiction

12.1 The Terms and Conditions of Membership of the Program are governed and will be construed in accordance with the laws of New South Wales, Australia. In any action or other legal process with respect to any matter or thing in connection with these Terms and Conditions or Membership, the Member submits to the non-exclusive jurisdiction of the State of New South Wales.

12.2 Nothing in these Terms and Conditions affects any rights a Member may have and which by law cannot be excluded, including under the Competition and Consumer Act (2010), the Fair Trading Act (1987) and other applicable legislation.

12.3 If part or all of any clause in 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.

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