

## **CLUTCH CLUB MEMBERSHIP TERMS AND CONDITIONS**

Last updated: 3/11/2025

Welcome to Clutch Club Operations Pty Ltd (“**Clutch Club**”) (ABN 76 687 518 047). These Terms & Conditions explain how our membership works, including subscriptions, discounts, and giveaways. Please read them carefully before signing up. In these Terms:

- “**Member**” means any individual who has successfully signed up for and maintains an active Membership with us, in accordance with these Terms.
- “**Membership**” is the contractual relationship under which Members pay subscription fees for access to discounts and giveaways.

By joining, you agree to these Terms, as well as our **Competition Terms & Conditions** and our **Privacy Policy** (available on our website). [<https://clutchclub.com.au/legal/>]

We may change these Terms at any time by notifying you, and your continued use of our platform and Membership will represent an agreement by you to be bound by those amended Terms.

**Important:** Please note that your Membership will continue to automatically renew indefinitely, and you will continue to incur Membership Fees unless you notify us that you want to cancel your Membership in accordance with clause 7.

### **1. HOW OUR MEMBERSHIP WORKS**

- (a) We run a members’ club where you pay a subscription each month for:
  - access to exclusive discounts with partner brands (depending on your tier); and
  - automatic entries into monthly prize draws (**Giveaways**).
- (b) Whichever membership tier you subscribe to (outlined below) determines the number of entries into each Giveaway you receive.

### **2. MEMBERSHIP TIERS**

We currently offer four membership tiers:

- (a) **The One Hit Wonder** – 1 entry into the Major Giveaway per month, no Minor Giveaway entries, and no access to discounts.
- (b) **The Rookie Package** – 5 entries into the Major Giveaway per month, 2 into the Minor Giveaway per month, plus discount access.
- (c) **The Pro Package** – 12 entries into the Major Giveaway per month, 6 into the Minor Giveaway per month, plus discount access.
- (d) **The All Star Package** – 40 entries into the Major Giveaway per month, 40 into the Minor Giveaway per month, plus discount access.

Details of pricing are available on our website and may change from time to time.

### **3. ELIGIBILITY**

- (a) Membership is only available to individuals who are **18 years or older** and residents of Australia.
- (b) Residents of the Australian Capital Territory and South Australia are not eligible to enter.
- (c) Employees, contractors, and immediate family members of Clutch Club are not eligible to enter.
- (d) By signing up, you confirm that you meet these eligibility requirements.
- (e) Because Membership includes automatic entries into our Giveaways, all prize draws are also subject to our separate **Competition Terms & Conditions** (available on our website and at [<https://clutchclub.com.au/legal/>]). If there is any conflict, the Competition Terms & Conditions apply to the Giveaways.

### **4. GIVEAWAYS**

- (a) As part of your membership, you’ll receive automatic entries into our prize draws (Giveaways).

- (b) All giveaways are run in accordance with our separate **Competition Terms & Conditions**. Those rules set out the details of eligibility, how winners are chosen, and prize delivery. Please consult these terms at [<https://clutchclub.com.au/legal/>] By becoming a member of Clutch Club, you are also agreeing to those terms.
- (c) The number of entries you receive into a Giveaway depends on your membership tier.
- (d) We, together with Clutch Club Inc. (a not for profit organisation) run two Giveaways per month:
  - **Minor Giveaway:** approx. \$1,000 value.
  - **Major Giveaway:** approx. \$10,000 value.
- (e) Members are automatically entered into the Giveaways each month based on their tier.
- (f) To keep things transparent, winners' first name and first letter of their surname may be published on our website and social media.
- (g) Giveaways are drawn fairly and at random.
- (h) Prizes are not transferable or redeemable for cash unless required by law.

## 5. DISCOUNT AND PARTNER OFFERS

- (a) Active members (except "One Hit Wonder" members) can access discount codes from our Partners (**Discount Codes**).
- (b) Discount Codes are strictly for **personal use only**. You must not share them, publish them online, transfer them to others, or resell any discounted products or services.
- (c) Partnerships and offers are **subject to change**. We do not guarantee that any particular Partner, discount, or offer will remain available for the duration of your Membership, or that discounts will be of a particular percentage or value. Partners may change, modify, or withdraw their offers at any time, and this is outside our control.
- (d) To the extent permitted under the Australian Consumer Law:
  - (i) we are not responsible or liable if a Partner changes, withdraws, or refuses to honour an offer;
  - (ii) we do not warrant the quality, suitability, or availability of any third-party products or services obtained through a Partner offer; and
  - (iii) your rights and remedies (if any) lie with the relevant third-party supplier.
- (e) We work only with trusted Partners, but your dealings with Partner brands are between you and them. You should read and comply with the Partner's own terms and conditions when redeeming their offers.

## 6. MEMBERSHIP FEES & PAYMENTS

### 6.1. MEMBERSHIP FEES

- (a) Membership subscription fees apply based on your selected tier and are shown on our website at the time of purchase (**Membership Fees**).
- (b) All Membership Fees are in Australian dollars (AUD) and include GST, unless stated otherwise.
- (c) Your Membership starts when you sign up. A minimum one-month commitment applies to your first month. After that, you may cancel at any time in accordance with clause 7.

### 6.2. BILLING AND PAYMENT METHOD

- (a) Memberships are billed monthly on a recurring basis through our payment provider, currently Stripe.
- (b) We do not store or have access to your full payment details. Payments are processed subject to Stripe's own terms and privacy policy, which are available at <https://stripe.com/privacy>.
- (c) Funds are held by Stripe and deducted from your nominated payment method on the day of the giveaway each month.

### 6.3. AUTOMATIC RENEWAL

- (a) Your Membership renews automatically each month unless you cancel it at least 24 hours before the end of your current billing cycle.
- (b) By subscribing, you authorise recurring charges to your nominated payment method and accept responsibility for all payments unless cancelled in accordance with these Terms.

### 6.4. REFUNDS AND CANCELLATIONS

- (a) If you cancel your Membership after the first month, your Membership ends immediately and:
  - (i) you will lose access to discounts and be removed from all prize draws for that month; and
  - (ii) we will process a refund of that month's Membership Fee (subject to Stripe's processing times).
- (b) Membership Fees are otherwise non-refundable except as required by the *Australian Consumer Law*.

### 6.5. CHANGES TO FEES

- (a) We may change Membership Fees from time to time.
- (b) If we increase fees, we will give you at least 14 days' notice by email or via our website.
- (c) You may cancel before the new fees take effect. If you do not cancel, the updated fees will apply from your next billing cycle.

### 6.6. NON-PAYMENT

- (a) If your payment fails (for example, due to insufficient funds or an expired card), Stripe may retry the payment.
- (b) If payment remains unsuccessful, we may suspend or cancel your Membership, including removal from giveaways and access to discounts.

### 6.7. TAXES AND SURCHARGES

- (a) Unless stated otherwise, Membership Fees are inclusive of GST.
- (b) We may pass on any reasonable card surcharges or taxes that apply to your payment method, and these will be disclosed at checkout.

## 7. CANCELLATION, SUSPENSIONS & REFUNDS

### 7.1. CANCELLING YOUR MEMBERSHIP

- (a) You must commit to a minimum of one full month when you first sign up. After that, you may cancel at any time through your account settings on our website.
- (b) To avoid being charged for the next billing cycle, you must cancel at least **24 hours** before the end of your current billing period.
- (c) After the first month, if you cancel your Membership:
  - your Membership will end immediately;
  - you will lose access to discounts;
  - you will be removed from all Giveaways for that billing cycle; and
  - we will process a refund of that current month's Membership Fee (subject to Stripe's processing times).
- (d) Membership Fees are otherwise non-refundable for change of mind, except as required under the Australian Consumer Law.

### 7.2. SUSPENSION OR CANCELLATION BY US

We may suspend or cancel your Membership (including removal from Giveaways and access to discounts), without liability and without refund (except as required under the ACL), if:

- (a) you fail to pay Membership Fees when due;
- (b) we reasonably believe you have breached these Terms; or

- (c) we cease offering the Membership program.

### 7.3. REFUND LIMITATIONS

- (a) If your Membership is cancelled or suspended by us under clause 7.2, you will not be entitled to a refund.
- (b) Refunds will not be provided for any unused portion of a billing cycle, except where you cancel under clause 7.1(c) or as required by the Australian Consumer Law.
- (c) Any refund will be processed through Stripe and is subject to their processing times.

## 8. FAIR USE AND MEMBER CONDUCT

As a Member, you agree to use your Membership fairly and responsibly. In particular, you must:

- (a) provide accurate and up-to-date details when signing up and keep your account information current;
- (b) keep your login details secure and not share your account or allow others to access your Membership;
- (c) not share, publish, transfer, or resell any discount codes, Partner offers, or Membership benefits. All discounts are for your personal use only;
- (d) not attempt to cheat, interfere with, or manipulate Giveaways or the outcome of any Giveaway, including by using multiple accounts, false identities, or automated tools;
- (e) not misuse or attempt to interfere with the website or payment systems, including by introducing viruses, attempting unauthorised access, scraping, or other harmful activities;
- (f) use the service only for lawful, personal, and non-commercial purposes, and not in a way that infringes the rights of others or breaches any applicable law; and
- (g) treat other Members, staff, and Partners with respect in all interactions.

We may suspend or cancel your Membership immediately (including removal from Giveaways and withdrawal of discount access), without refund, if we reasonably believe you have breached this clause. This does not limit any other rights we may have under these Terms or the law.

## 9. INTELLECTUAL PROPERTY

- (a) All intellectual property rights (including copyright, trade marks, logos, branding, design, and other proprietary rights) in the website, Membership platform, and our materials are owned or licensed by Clutch Club.
- (b) Your Membership gives you a limited, non-exclusive, non-transferable right to access and use the platform and its content for your own personal, non-commercial use in accordance with these Terms. Nothing in these Terms grants you any ownership rights in our intellectual property.
- (c) You must not copy, reproduce, modify, distribute, publish, display, create derivative works from, or otherwise use any part of our intellectual property without our prior written consent, except as permitted under the *Copyright Act 1968* (Cth).
- (d) All trade marks, logos, and branding of our Partner brands remain the property of those Partners. Access to their offers or discounts through your Membership does not grant you any rights to use their intellectual property without permission.
- (e) If you provide us with any feedback, suggestions, or ideas, you agree that we may use them without restriction or payment to you, unless otherwise agreed in writing.

## 10. THIRD PARTY PLATFORMS & PARTNER TERMS

- (a) Parts of your Membership involve access to or use of third-party platforms, products, or services (including our Partners' websites and Stripe for payment processing).
- (b) Each third party may have its own terms and conditions and privacy policies that apply to your use of their platforms, products, or services. By accessing or using a third-party platform, you agree to comply with their terms in addition to these Terms.

- (c) We are not responsible for and do not control the content, terms, policies, availability, or performance of any third-party platforms. Your legal relationship in respect of those services is with the third party, not us.
- (d) To the extent permitted under the Australian Consumer Law, we are not liable for any loss, damage, or claim that arises in connection with your use of a third-party platform, product, or service, including where a Partner changes or withdraws an offer, or where a payment provider experiences errors or delays.

## 11. PRIVACY

- (a) We are committed to protecting your privacy and handling your personal information in accordance with the *Privacy Act 1988* (Cth) and our Privacy Policy [<https://clutchclub.com.au/legal/>], which is available on our website and forms part of these Terms. By becoming a Member, you consent to our collection, use, and storage of your personal information as set out in that policy.
- (b) By signing up for a Membership, you acknowledge and consent that if you win a Giveaway, we may publish your **first name and the first initial of your surname** on our website, social media accounts, or other promotional channels to announce the result.
- (c) Except as described above, we will not disclose your personal information publicly beyond what is reasonably necessary to run and promote Giveaways, unless required by law or with your further consent.
- (d) For more details on how we handle your personal information, including your rights to access and correct it, please refer to our Privacy Policy.

## 12. LIABILITY

### 12.1. OUR LIABILITY TO YOU

- (a) Nothing in these Terms excludes, restricts, or modifies any right or remedy you may have under the Australian Consumer Law (**ACL**) or any other applicable law that cannot be excluded or limited.
- (b) To the maximum extent permitted by law:
  - (i) we are not responsible or liable for the actions, omissions, products, or services of Partner brands;
  - (ii) we make no guarantees that Partner discounts or offers will remain available for any period of time;
  - (iii) your legal rights in relation to any Partner product or service are against the relevant supplier, not us;
  - (iv) we are not liable for any indirect, incidental, or consequential loss, including loss of data, revenue, business, goodwill, or opportunity; and
  - (v) we are not liable for issues caused by third-party services or integrations (including Stripe or Partner platforms).
- (c) Subject to clause 12.1(a), and to the maximum extent permitted by law, our total liability to you for any claim, loss, or damage, whether arising in contract, tort (including negligence), equity, under statute, or otherwise, is limited to the total Membership Fees you paid to us in the 3 months before the event giving rise to the claim.
- (d) Except as required by the ACL, we do not guarantee that the Membership, platform, or any Partner offers will be uninterrupted, error-free, or available at all times. Access may be temporarily suspended for maintenance, technical issues, or matters outside our control.
- (e) You agree that the limitations and exclusions of liability set out in this clause are reasonable given the nature of the Membership, the value of the Membership Fees, and the availability of consumer rights and remedies under the ACL.

### 12.2. MEMBER LIABILITY

- (a) You are responsible for any loss, damage, cost, or expense we suffer or incur that arises from your breach of these Terms, your misuse of the Membership, or your unlawful or negligent conduct.

- (b) Without limiting clause 12.2(a), you agree to indemnify us for any reasonable claims, losses, liabilities, damages, costs, or expenses (including legal costs on a reasonable basis) we suffer or incur as a result of:
  - (i) your breach of these Terms;
  - (ii) your misuse of Discount Codes, Partner offers, or our intellectual property;
  - (iii) your unlawful conduct in connection with the Membership; or
  - (iv) any claim made against us by a Partner, third-party provider, or another Member that relates to your conduct.
- (c) This indemnity is reduced to the extent that the loss, damage, cost, or expense is caused or contributed to by our breach of these Terms, our negligence, or our failure to comply with the ACL.

## 13. GENERAL

### 13.1. GOVERNING LAW AND JURISDICTION

These Terms are governed by the laws of Queensland, Australia. You agree to submit to the exclusive jurisdiction of the courts of Queensland.

### 13.2. FORCE MAJEURE

We are not responsible for any failure or delay in performing our obligations under these Terms if caused by events outside our reasonable control, including acts of God, natural disasters, government restrictions, labour disputes, internet or telecommunications outages, or third-party platform failures.

### 13.3. COMPLAINTS & DISPUTE RESOLUTION

- (a) If you have a complaint or concern, please contact us first at [admin@clutchclub.com.au](mailto:admin@clutchclub.com.au). We will use reasonable efforts to respond within 14 days.
- (b) If a dispute arises that cannot be resolved through this initial complaints process within 30 days, either party may pursue formal legal action in accordance with these Terms.
- (c) Nothing in this clause limits your rights to make a complaint to a regulator (such as the ACCC), or to seek remedies available under the ACL.

### 13.4. ASSIGNMENT

We may assign, transfer, or novate our rights and obligations under these Terms (in whole or part) without your consent. You may not transfer your Membership or rights under these Terms without our prior written consent.

### 13.5. SEVERANCE

If any part of these Terms is found to be invalid or unenforceable, the remaining terms will continue in full force.

### 13.6. ENTIRE AGREEMENT

These Terms set out the entire agreement between you and us and override any previous terms, representations, or agreements.

## 14. DEFINITIONS

In these Terms, unless the context requires otherwise:

**Australian Consumer Law (ACL)** means the Australian Consumer Law as set out in Schedule 2 of the *Competition and Consumer Act 2010* (Cth).

**Competition Terms & Conditions** means the separate terms and conditions that govern the operation of prize draws and giveaways, as updated from time to time and published on our website.

**Discount Codes** means any promotional or discount codes made available to Members under their Membership, which may vary from time to time.

**Giveaways** means the prize draws and promotions that we conduct from time to time, entry into which may form part of your Membership.

**Intellectual Property Rights** means all present and future rights in relation to copyright, trade marks, designs, patents, domain names, trade secrets, know-how, and other proprietary rights, whether registered or unregistered, and whether conferred by statute, common law, or equity.

**Member** means an individual who has successfully signed up for and maintains an active Membership with us in accordance with these Terms.

**Membership** means the subscription arrangement between you and us under which you pay Membership Fees in exchange for access to certain benefits, including Discount Codes and entry into Giveaways, subject to your selected Membership Tier.

**Membership Fees** means the fees payable for your Membership, as published on our website at the time of purchase or renewal, and as updated from time to time in accordance with these Terms.

**Membership Tier** means the level of Membership you select when signing up (e.g. One Hit Wonder, Rookie Package, Pro Package, All Star Package), which determines the Membership Fees payable and the benefits available to you.

**Partner** means a third-party business or brand with whom we have an arrangement to provide Members with access to discounts, offers, or promotions.

**Stripe** means the third-party payment processor we use to manage payments, currently Stripe Payments Australia Pty Ltd (ABN 66 160 180 343).

**Terms** means these Membership Terms & Conditions, as amended from time to time.

**we, us, our** means Clutch Club Operations Pty Ltd (ABN 76 687 518 047) trading as Clutch Club.

**you, your** means the Member.