

# BendiGo Wholefoods, Wholefoodie Loyalty Program, Terms & Conditions

## Definitions

**Join Date** the date a Member joins the Wholefoodies Loyalty Program.

**Member** individual who signs up to the Wholefoodies Loyalty Program.

**Member Emails** emails that are sent from Bendigo Wholefoods to a Member including emails about the individual's membership, the Wholefoodies Loyalty Program, special offers, discounts, competitions and events.

**Member Profile** the personal details of the Member.

**Member Terms & Conditions** Terms & Conditions as found on this page, amended from time to time.

**Bendigo Wholefoods** Bendigo Wholefoods ABN 18 747 551 531 its related entities and its authorised representatives.

**Wholefoodies Loyalty Card** the membership card issued by Bendigo Wholefoods to a Member or where no card is issued, the Member login allocated to the Member.

**Wholefoodies Loyalty Program** the loyalty program operated by Bendigo Wholefoods providing Members with access to Rewards in accordance with these Member Terms and Conditions.

**Rewards** rewards or other benefits given to Members as a consequence of purchasing behaviours, incentives and/or promotions.

**Technical Issues** the technical malfunction of any telephone network, connection or lines, computer online systems, servers, or providers, computer equipment, software, technical problems or traffic congestion on the internet or at any web site or intranet site.

**Valid Purchases** all purchases except delivery costs and selected merchandise which Bendigo Wholefoods determines will not be eligible to earn Rewards. Any purchases which are returned will not constitute Valid Purchases.

**Website** refers to the Bendigo Wholefoods website [bendigowholefoods.com.au](http://bendigowholefoods.com.au) where details of the Wholefoodies Loyalty Program (including the most up to date Terms and Conditions) can be found.

**Customer Portal** refers to the Wholefoodies customer website [vip-card.com.au/wholefoodie](http://vip-card.com.au/wholefoodie) where members can view their current Wholefoodies points balance and where Members can monitor their Member status and Member Profile.

## General

1. Individuals who join the Wholefoodies Loyalty Program agree to be bound by these Member Terms and Conditions.
2. The Member Terms and Conditions may be modified at any time without prior notification by Bendigo Wholefoods in its absolute discretion. Any modification to the Member Terms and Conditions may be applied to a Member retrospectively.
3. Bendigo Wholefoods will not accept any liability for any Member Email that is misdirected, lost or not received.
4. Bendigo Wholefoods will not accept any liability for any Technical Issues that may cause damage to any computer related to or used in connection with the Wholefoodies Loyalty Program.
5. Bendigo Wholefoods may collect personal information from Members for the purpose of facilitating the Wholefoodies Loyalty Program. Personal information will be handled in accordance with Wholefoodies Privacy Policy.
6. Bendigo Wholefoods reserves the right to cancel, terminate, modify or suspend the Wholefoodies Loyalty Program or any aspect of it or at its election, to payout any Rewards, reset Spend Balances, at any time and without notice. Without limitation to the foregoing rights, Bendigo Wholefoods reserved the right to transfer Members to such other loyalty program owned, operated, managed or administered by Bendigo Wholefoods or 'associated entities' as those terms are defined in Corporations Act 2001 (Cth).
7. Bendigo Wholefoods may, at any time and in its absolute discretion, require a Member to provide to Bendigo Wholefoods proof of identification (in a form requested by Bendigo Wholefoods) for Bendigo Wholefoods to verify the authenticity of a Member's membership and compliance with the Member Terms and Conditions. Failure to provide proof of identification may result in termination of a Member's involvement in the Wholefoodies Loyalty Program.
8. Bendigo Wholefoods will not be liable for any tax liability incurred by a Member in connection with the Wholefoodies Loyalty Program, including that incurred in the provision and/or utilisation of Rewards.
9. These Member Terms and Conditions are to be read in conjunction with any additional conditions associated with Rewards, including without limitation with other relevant Bendigo Wholefoods policies and or terms and conditions.
10. Bendigo Wholefoods' decision in relation to all matters arising in relation to the Wholefoodies Loyalty Program is final and binding.
11. Any failure or delay by Bendigo Wholefoods in exercising its rights under these terms does not constitute a waiver of those rights. Any waiver by Bendigo Wholefoods must be in writing and signed by an authorised officer of Bendigo Wholefoods.
12. Nothing in these Member Terms & Conditions is intended to contravene any applicable law. To the extent that any provisions in these Member Terms and Conditions is invalid or unenforceable, it is to be read down so as to be valid and enforceable, and otherwise must be severed to the extent of any invalidity or unenforceability, without affecting the remaining provisions of these Member Terms & Conditions.

## Membership

1. Membership of the Wholefoodies Loyalty Program is open to individuals who are 18 years or older with a unique email address.
2. Membership of the Wholefoodies Loyalty Program is not open to employees of Bendigo Wholefoods or Wholefoods Kitchen.
3. An individual becomes a Member as at the Join Date.
4. An individual is deemed to be a Member when they sign up in store and or use their Wholefoodies Loyalty Card during a transaction and/or earn or redeem Rewards.
5. When joining in-store, a sales consultant will record the individual's full name, email address and Phone Number at the register. Other details may be optionally recorded. An individual may update their Member Profile at any time by visiting the Customer Portal. It is the Member's responsibility to update their Member Profile including their email, surname, birthday and mobile phone number. If a Member has not provided or updated Bendigo Wholefoods with correct details, Bendigo Wholefoods may not be able to contact the Member about their membership, Rewards, special offers or entry to competitions.
6. At any time, Members may only have one account for the Wholefoodies Loyalty Program and one corresponding Wholefoodies Loyalty Card. Members may not transfer their account or Rewards to another person.
7. Bendigo Wholefoods reserves the right to modify, refuse or terminate a Member's account for the Wholefoodies Loyalty Program without notice or reason and at its absolute discretion.
8. A Member may end their membership at any time by contacting Bendigo Wholefoods' Customer Service team on (03) 5443 9492 or by email to [shop@bendigowholefoods.com.au](mailto:shop@bendigowholefoods.com.au).
9. By joining the Wholefoodies Loyalty Program, an individual consents to Bendigo Wholefoods contacting them to provide them with consumer or marketing information and notifying them of Rewards or other products and special offers.

## Wholefoodies Loyalty Card

1. Once a Member has completed the application process in store, their Wholefoodies Loyalty Card will be issued directly at point of sale.
2. Members may record spend and otherwise utilise the benefits of the Wholefoodies Loyalty Program without their Wholefoodies Loyalty Card, for purchases in store, by providing an alternative form of identification displaying the Member's name and address.
3. The Wholefoodies Loyalty Card remains the property of Bendigo Wholefoods at all times.
4. One Wholefoodies Loyalty Card will be issued per Member on or after the Member's Join Date.
5. A current Wholefoodies Loyalty Card, or alternative form of photo identification displaying name and address must be presented by the Member for all transactions in-store including (but not limited to) requests for discounts, recording of purchases, redeeming Rewards or in response to any promotional activity specific to the Wholefoodies Loyalty Program.
6. Only one Wholefoodies Loyalty Card can be presented for each transaction.
7. Members must notify Bendigo Wholefoods immediately if their Wholefoodies Loyalty Card is lost, stolen or misplaced. Bendigo Wholefoods does not accept any responsibility or liability for any loss of a Member's Wholefoodies Loyalty Card or for any unauthorised redemption of Rewards.
8. If an individual misplaces their Wholefoodies Loyalty Card they can go in store and request a new card to be issued.
9. If Bendigo Wholefoods invites a Member to a special event they may be required to show their Wholefoodies Loyalty Card or photo identification to gain entry or any applicable offers or discounts.

## Earning Wholefoodies Rewards

1. The Wholefoodies Loyalty Program operates by attributing different Rewards (as nominated by Bendigo Wholefoods from time to time) to members of the Wholefoodies Loyalty Program.
2. When a Member completes a transaction and identifies themselves in-store by presenting their Wholefoodies Loyalty Card or photo identification, the net amount of the Valid Purchase is added to their Reward Points Balance.
3. One reward point is earned for each whole dollar value for each individual item purchased (For example, an item costing \$3.95 will earn three Wholefoodies loyalty points).
4. Where a Valid Purchase is made in store, Reward Points will be issued based on the day the order is made in store and loaded onto the Member's account within 48 hours after the Valid Purchase is made.
5. The currency in which Rewards are earned will be in AUD.
6. At its sole discretion, Bendigo Wholefoods may update a Member account with a Reward as a consequence of a purchasing behaviour, incentive and/or promotional activities.
7. Bendigo Wholefoods reserves the right to withdraw, cancel or vary the Rewards without notice and at any time for any reason whatsoever at its absolute discretion including without limitation Rewards awarded in error or Rewards earned fraudulently.
8. Rewards cannot be sold, transferred or assigned and are not redeemable for cash or any other like instruments, including (but not limited to) gift vouchers, gift cards, cheques and credit notes. Rewards do not represent legal tender in any country.
9. Rewards cannot be earned using other Rewards as part of the transaction.
10. Rewards cannot be earned for purchases made using a Bendigo Wholefoods gift card.
11. If a Membership is terminated from the Wholefoodies Loyalty Program, all outstanding and future Rewards will no longer be valid and will be rendered null and void.
12. When a Member returns a purchase in-store or via post, the net amount of the transaction will be deducted from the Member's Wholefoodies Balance and any relevant Reward that was previously awarded will be adjusted or reversed.
13. Members can view their Rewards at any time by logging into their account online on the Customer Portal.
14. Rewards can only be earned at Bendigo Wholefoods and Wholefoods Kitchen in Bendigo, Victoria, Australia.

## Using Rewards

1. Rewards can only be redeemed at Bendigo Wholefoods and Wholefoods Kitchen in Bendigo, Victoria, Australia.
2. The currency in which Rewards are redeemed will be AUD.
3. Rewards cannot be redeemed in conjunction with any other offer unless otherwise indicated.
4. Rewards cannot be redeemed against purchases of gift cards or vouchers.
5. Bendigo Wholefoods reserves the right to change the expiry date of any Reward at any time without notice.
6. Only Rewards from one Wholefoodies Loyalty Card can be redeemed per transaction.
7. Wholefoodies will not be held responsible or liable if Rewards are not able to be redeemed for whatever reason but specifically, in the case of a Technical Issue including without limitation the failure of software or hardware or an EFTPOS malfunction.
8. Individual rewards can only be redeemed once. It is possible to earn multiples of certain rewards.
9. Wholefoodies reserves the right in its absolute discretion to exclude certain items and promotions from being redeemed by using Rewards.
10. Returns: If a customer wishes to return a purchase for reasons other than that the goods are faulty or misdescribed; any Reward redeemed or utilised during the original purchase can be honoured for an exchange in store only, otherwise it will be forfeited.
11. Reward Expiry: Points do not expire whilst you are an active Wholefoodies member. If your account is inactive for over 12 months, we may elect to cancel membership and any points earned will be voided.
12. Last Updated 2/9/2021