

Rules of Membership of the Bite Club Rewards Program

1. Introduction

- 1.1. The Rules of Membership explain the terms and conditions of the Bite Club Rewards Program.
- 1.2. The Rules of Membership are subject to change at any time by thirty (30) days written notice to the Members.

2. Bite Club Rewards Membership and Fees

- 2.1. Every customer may become a part of the Bite Club Rewards Program.
- 2.2. Membership to the First Bite Rewards Program is free.
- 2.3. Membership is available only to Australian residents.
- 2.4. It is a requirement of Bite Club membership that you remain opted in for marketing communications by at least one form (mailing address or valid email address).
- 2.5. Members are not entitled to transfer their Membership to any person, entity or account.
- 2.6. The Apples + Pears Entertainment Group intends to use Members' details for marketing purposes from time to time. Generally, the Apples + Pears Entertainment Group will only disclose this information to organisations which help to supply or promote the Apples + Pears Entertainment Group goods or services and to other companies in the Apples + Pears Entertainment Group. Customers may access information the Apples + Pears Entertainment Group holds about them or obtain a copy of the Apples + Pears Entertainment Group privacy policy by calling the Apples + Pears Entertainment Group on (03) 9603 1600.
- 2.7. Employees of Apples + Pears Entertainment Group or affiliated companies are not eligible to participate in this program.

3. Earning Bite Club Rewards Points

- 3.1. Members will accumulate Bite Club Rewards Points via a dining transaction for Food & Beverage from Red Spice Road McKillop, Red Spice Road QV, Burma Lane & Meat Fish Wine.
- 3.2. The Member QR code must be presented at time of payment in order to allocate points. "No code, no points" rules apply. Reward Points will not be accrued retrospectively.
- 3.3. Bite Club Rewards Points will accumulate based on the value of the Dining Transaction purchased and paid for.
 - 3.3.1. For Bite Club Membership points will accrue as follows: Two (2) Bite Club Rewards Points will be accrued for every one (1) dollar spent on a Dining Transaction at Red Spice Road McKillop, Red Spice Road QV, Burma Lane & Meat Fish Wine.
 - 3.3.2. The Apples + Pears Entertainment Group may vary this accrual rate at any time by giving Members at least thirty (30) days' notice.
- 3.4. Bite Club Rewards Points will not be accrued for bank fees, government fees and charges, taxes or interest charges incurred on the Apples + Pears Entertainment Group Trading Account or purchases for which a refund is subsequently obtained.
- 3.5. In order to earn Bite Club Rewards Points, payments must be received by Apples + Pears Entertainment Group in full on the day of dining or, in the case of customers who charge purchases to their account, by the date specified on the applicable account holder's Account Statement.
- 3.6. Members have an earnings limit of a maximum 1,000 points per day and per visit, regardless of expenditure.
- 3.7. This rewards program and its benefits cannot be used in conjunction (directly or indirectly) with any other discount offer, loyalty program or similar program. This includes, but is not limited to, Entertainment Card Program, Frequent Values Program or any company discount program. Customers can only use one program per Dining Transaction. Should it be found that a customer has used more than one program for any Dining Transaction; any points earned for that transaction will become null and void.

4. Allocation of Bite Club Rewards Points

- 4.1. Members will have their reward points balance emailed to them monthly in the Apples + Pears Entertainment Group e-Newsletter. The balance of points may be given on the telephone or via email to members who meet the identification requirements (email address and membership number).
- 4.2. Members will have up to thirty (30) days from the e-Newsletter mail-out to dispute and seek adjustment of the Bite Club Rewards Points balance shown on the email. After the expiry of the thirty (30) day period, the Rewards Statement will be deemed correct.

5. Redemption of Red Spice Road Rewards Points

- 5.1. Members may redeem Bite Club Rewards Points in order to acquire Rewards.
- 5.2. The value of each Reward will be stated in Bite Club Program catalogue, which can be viewed on the website at <https://apeg.co/biteclub/rewards/>. The value of each Reward will include where applicable any freight costs incurred to deliver the Reward to the Member's nominated destination during normal business hours. All disputes regarding the redemption of Rewards will be resolved by Apples + Pears Entertainment Group and the Apples + Pears Entertainment Group's decision will be final and binding.
- 5.3. Members wishing to redeem Bite Club Rewards Points may do so by ordering applicable Rewards via email to biteclub@apeg.co and using Bite Club Rewards Points. All requests for redemptions must comply with security and identification procedures notified to members by the Apples + Pears Entertainment Group.
- 5.4. The Apples + Pears Entertainment Group has the right, in its absolute discretion, to make any changes to the types of Rewards offered or to the number of Bite Club Rewards Points required to redeem Rewards. Any such changes will be set out in the Apples + Pears Entertainment Group Website.
- 5.5. The Apples + Pears Entertainment Group will not be responsible for any loss caused to a Member as the result of any Rewards having been exhausted or being no longer available to Members.
- 5.6. The Apples + Pears Entertainment Group will not be responsible for any loss caused to a Member as the result of the fraudulent redemption of Bite Club Rewards Points by an unauthorised person(s) where such redemption has been accepted on the basis of the security and identification procedures applicable.
- 5.7. Bite Club Reward Points are not redeemable for cash.
- 5.8. Redeemed Rewards may not be exchanged for other Rewards and are not refundable, replaceable or transferable for cash or credit.
- 5.9. Bite Club Rewards Points are not transferrable to other Members.
- 5.10. Bite Club Rewards Points remain valid for a period of 24 months from the date they are first credited on the Rewards Statement, after which time they will be forfeited.

6. Termination

- 6.1. A member may cancel their Membership of Bite Club Rewards Program by giving not less than thirty (30) days notice in writing to the Apples + Pears Entertainment Group.
- 6.2. If a Member elects to cancel their Membership of the Bite Club Rewards Program, the member shall have ninety (90) days from the date of cancellation to redeem their Bite Club Rewards Points. After ninety (90) days, all Bite Club Rewards Points shall be forfeited.
- 6.3. The Apples + Pears Entertainment Group may suspend or withdraw the Bite Club Rewards Program at any time by giving not less than ninety (90) days written notice to Members. Members may redeem any Bite Club Rewards Points within 90 days from the date of termination notice. After ninety (90) days, all Bite Club Rewards Points will be forfeited.

7. Tax

- 7.1. Members are responsible for any tax, duty or other charge imposed by any government body in respect of the Bite Club Rewards Program or redemption of the Bite Club Rewards Points and are encouraged to seek independent advice on this.

8. General Provisions

- 8.1. Certain legislation may imply warranties or conditions or impose obligations upon the Apples + Pears Entertainment Group which cannot be excluded, restricted or modified except to a limited extent. These Rules of membership must be read subject to those statutory provisions. If those statutory provisions apply, to the extent to which it is able to do so, the liability of the Apples + Pears Entertainment Group and the Bite Club Rewards Program Manager for breach of a condition, whether expressed or implied in the Products; or the repair of the Rewards or Products or the payment of the cost of having the Products or Rewards repaired.
- 8.2. To the extent the law permits and notwithstanding any other clause of these Rules of membership, the Apples + Pears Entertainment Group and the Bite Club Rewards Program Manager exclude all liability whatsoever to the member arising out of or in any way connected with the Bite Club Rewards Program for any consequential or indirect losses of any kind howsoever arising and whether caused by a breach of statute, breach of contract, negligence or other tort. Consequential or indirect losses will be taken to include but not limited to:
 - 8.2.1 Any loss of income, profit or business;
 - 8.2.2 Any loss in the nature of overhead costs; and
 - 8.2.3 Any loss of goodwill or reputation.

9. Definitions

- 9.1. Account Statement means the summary of the previous month's accrual from the Apples + Pears Entertainment Group.
- 9.2. Bite Club Customer Service means the reservations centre operated by the Apples + Pears Entertainment Group. The reservations centre can be contacted by telephone on 03 9603 1600.
- 9.3. Bite Club Rewards Points means the points allocated to Members in accordance with the Rules of Membership and which may be redeemed for Rewards.
- 9.4. Bite Club Rewards Program means the scheme offered by the Apples + Pears Entertainment Group which provides Bite Club Rewards Points to Members for the purchase of Products.
- 9.5. Bite Club Program Manager means a person or persons nominated by the Apples + Pears Entertainment Group to manage members Rewards and liaise between members and the Apples + Pears Entertainment Group.
- 9.6. Member means a customer accepted for membership of the Bite Club Rewards Program.
- 9.7. The Apples + Pears Entertainment Group Financial Year means the period from 1 July in a given calendar year until 30 June in the following calendar year.
- 9.8. Dining Transaction means a transaction where the customer dines seated in the main dining room or Private Dining Room or Bar Area and the food component of the final transaction is at least 40% of the bill.
- 9.9. The Apples + Pears Entertainment Group means Red Spice Road Australia Pty Ltd of 27 McKillop Street, Melbourne (ABN 46 126 393 182) and I Premises TAS Red Spice QV of 31-37 Artemis Lane, Melbourne (ABN 33 127 805 396) and A&P Wholesale TAS Burma Lane of 118 Little Collins Street (ABN 51 129 602 419).

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