

HOME CLUB T&C'S

Last updated: 26/09/2024

The Home Club rewards program is offered by GFM Investment Management Limited ACN 609 156 069 as trustee for GFM Home Trust ABN 92 562 964 926 ("**Home**"). Please read these terms and conditions ("**T&Cs**") carefully before participating in Home Club.

1. WHAT IS HOME CLUB?

Home offers a members-only rewards program ("**Home Club**") which allows eligible residents to gain access to a range of discounts and benefits as specified under these T&Cs ("**Benefits**").

Residents that are eligible under these T&Cs will automatically be admitted as members of Home Club ("**Members**"). Upon admission to Home Club, Members can collect their Home Club rewards card ("**Rewards Card**") and use it to redeem Benefits from Home and Home's promotional partners ("**Partners**").

By collecting a Rewards Card and using it to redeem Benefits, Members acknowledge and agree that they have read and understood these T&Cs and that they will comply with them while participating in Home Club.

2. WHO IS ELIGIBLE FOR HOME CLUB?

Home residents are only eligible for Home Club if all of the following apply:

- The resident is aged 18 years or older;
- The resident has, within the previous 12 months, either:
 - renewed an existing Residential Rental Agreement with Home for at least a 12-month term; or
 - signed up to a Residential Rental Agreement with Home as a new resident for at least an 18-month term; and
- There is not already a Home Club membership associated with the resident's property.

An eligible resident's Home Club membership will automatically commence from the date that they become eligible until the date that the membership comes to an end in accordance with these T&Cs.

3. CAN MULTIPLE RESIDENTS SHARING THE SAME PROPERTY BECOME A MEMBER OF HOME CLUB?

No. In accordance with the eligibility criteria under clause 2 of these T&Cs, there can only be one Home Club membership per property, regardless of the number of residents occupying that property. In other words, the Home Club Benefits are intended to be shared between all occupants of the property subject to a Residential Rental Agreement with Home as a 'household' and not on an individual resident basis.

While the Member is the primary cardholder, they may request to add other occupants of the property ("**Occupants**") as additional names on the Rewards Card. The names of the Occupants will be printed on the Rewards Card to allow Occupants to access the Benefits along with the Member. Non-occupant parties to the relevant Residential Rental Agreement with Home, such as guarantors and parents of minor occupants, are not entitled to be included on the Rewards Card or to redeem any Benefits as part of Home Club.

As the primary cardholder, it is the Member's responsibility to ensure that each Occupant has read and understood and complies with these T&Cs before redeeming any Benefits using the Rewards Card and to relay to the Occupants any updates or communications received from Home in relation to Home Club.

4. WHAT ARE THE HOME CLUB BENEFITS?

See below for the Benefits that will apply to each membership:

<https://www.homeapartments.com.au/home-club/>

Home may update the Benefits from time to time, provided that it first gives Members at least 60 days' notice to allow for the redemption of any Benefits that will no longer be available ("**Benefits Notice Period**"). If Home cannot provide 60 days' advance notice because the Member has signed up for Home Club during a Benefits Notice Period that Home has already announced, Home will give the Member as much notice as reasonably possible in the circumstances. Where a Benefit (e.g. a physical voucher in the Member's possession) has an express expiry date that extends beyond the end of the Benefits Notice Period, the Member will still be entitled to redeem that Benefit up to the stated expiry date.

All Benefits provided are subject to any conditions or qualifications set out in the webpage listed above. The Benefits provided to you as part of Home Club are not transferable and cannot be exchanged or redeemed for cash.

5. HOW DO I USE MY HOME SITE ACCESS BENEFITS?

The Benefits will allow Members and Occupants, in addition to accessing the common areas of the Home apartment complex in which they reside ("**Residential Site**"), to access the common areas of other Home apartment complexes ("**Sister Sites**"), subject to these T&Cs.

Sister Site access is available between the hours of 9am to 10pm only, unless otherwise notified by Home in writing. All Sister Site Access must be booked a minimum 24 hours in advance and bookings are subject to availability (as notified at the time of booking). Bookings for Sister Site Access can be made via the Resident Experience Team for the Residential Site.

Members or Occupants accessing a Sister Site must present their Rewards Card and a valid form of photo ID to the Resident Experience Team. The Member or Occupant will be provided with a Home Access Key Card for that Sister Site on the day of their entry, which must be returned at the end time of their booking in order to have their Rewards Card returned. The Member or Occupant must keep the Home Access Key Card safe and secure at all times while in its possession and must take all reasonable steps to prevent unauthorised access to the Sister Site. If the Home Access Key Card is not returned, a replacement fee of \$55 will be charged to the Member.

While attending a Sister Site, the Member or Occupant is attending as a guest and must comply with all applicable rules and policies of that Sister Site (including the Community House Rules), as set out on the Home Resident App, and all applicable laws.

Home reserves the right to refuse entry to a Member or Occupant, or to remove a Member or Occupant from, a Sister Site, without warning or notice, where the Member or Occupant has acted in an unsafe, inappropriate or threatening behaviour, has engaged in any action causing wilful damage or risk to life or property, or has failed to comply with any applicable rules, policies or laws while at the Sister Site. While accessing a Sister Site, the Member is at all times responsible for any wilful or negligent loss or damage that it causes, or that any Occupant causes, to any property, facilities or equipment of Home or a third party.

6. WHO DOES HOME PARTNER WITH FOR HOME CLUB?

Home partners with a number of affiliated businesses in order to provide Home Club Benefits. These Benefits may come in the form of goods or services provided by Partners to Members or Occupants directly, or a voucher, promotion or discount provided by Home to Members or Occupants which can be used by Members or Occupants to acquire goods or services from Partners at a discounted rate or at no cost ("**Partner Benefits**").

While Home provides access to certain Partner Benefits as part of Home Club, the Member acknowledges and agrees, for itself and on behalf of each Occupant, that:

- it is the responsibility of each Member and Occupant to assess whether the Partner Benefits are suitable for their individual circumstances based on their own judgment.
- Home is not the supplier of the goods or services provided to the Member or Occupant directly by a Partner and does not make any representations or warranties in respect of those goods or services;
- Partners may impose their own terms and conditions governing their supply of Partner Benefits and it is the responsibility of each Member and Occupant to ensure they have read, understood and agree to such terms and conditions before redeeming the Partner Benefits; and
- Subject to any rights or remedies a Member or Occupant may have at law, Home will not be liable to a Member or Occupant for any loss or damage suffered or incurred by a Member or Occupant arising out of or in connection with any Partner Benefits, except only to the extent such loss or damage is caused by Home's negligence or wilful misconduct.

7. WHAT SHOULD I DO IF I LOSE MY REWARDS CARD?

The Home Club Rewards Card remains the property of Home and is not transferable. Members are responsible for keeping their Home Club Rewards Card safe and secure and must take all reasonable steps to prevent unauthorised access or use of the Rewards Card and the Benefits that can be redeemed by it.

If a Rewards Card is lost or stolen, the Member should report it immediately to the Resident Services Team. If a replacement card is required, a replacement fee of \$15 will apply for reprinting purposes.

8. WHAT WILL HAPPEN TO MY MEMBERSHIP IF MY LEASE COMES TO AN END?

A Member's membership of Home Club will come to an end upon the expiry or termination of that Member's Residential Rental Agreement and all Benefits will be forfeited (except for any vouchers for Partner Benefits that have been given to the Member but not redeemed, subject to any stated expiry periods). A Member's membership will also be suspended for any period that the Member is subject to a breach or termination notice under their Residential Rental Agreement, until such time that the relevant breach is remedied (if it can be remedied). Where the Residential Rental Agreement is terminated, Members will have the notice period of termination (if any) to redeem any Benefits forfeitable on termination.

Where the Residential Rental Agreement is due for expiry, Home will contact the Member 90 days before the expiry date to enquire about renewal. If the Member chooses to not renew their Residential Rental Agreement for another term of at least 12 months, that Member's membership of Home Club will come to an end on the expiry date. The Member will have the remaining portion of their lease term to redeem any Benefits forfeitable on expiry.

9. WILL MY MEMBERSHIP AUTOMATICALLY RENEW IF I RENEW MY LEASE?

Yes. If a Member chooses to renew their Residential Rental Agreement for at least an additional 12 month term, the Member's Home Club membership will be automatically renewed.

10. HOW WILL YOU COLLECT AND USE MY PERSONAL INFORMATION?

Members acknowledge and agree by participating in Home Club that they have read and understood Home's Privacy Policy (which can be found at <https://www.homeapartments.com.au/privacy-policy/>) ("**Privacy Policy**") and that Home will collect, use, store and disclose personal information collected as part of Home Club in accordance with its Privacy Policy.

By participating in Home Club, Members agree to receive communications, updates, and marketing materials related to Home Club. Members can opt-out of marketing communications at any time by following the instructions provided in the communications or by contacting the Resident Services Team directly.

11. CAN HOME TERMINATE OR SUSPEND MY MEMBERSHIP?

Yes, Home reserves the right to suspend or terminate a Member's membership in specific circumstances as set out below.

Home may suspend a Member's membership where it reasonably determines that a Member has failed to comply with a requirement under these T&Cs, until such time that the relevant failure is remedied (if it can be remedied). If the Member does not remedy the failure within a reasonable time, or if the failure is not capable of remedy, Home may terminate the Member's membership without further notice.

Home may terminate the Home Club rewards program (and thus all memberships) at any time, provided that it first gives Members at least 60 days' notice to allow for the redemption of any Benefits that will not survive termination ("**Termination Notice Period**"). Where a Benefit (e.g. a physical voucher in the Member's possession) has an express expiry date that extends beyond the end of the Termination Notice Period, the Member will still be entitled to redeem that Benefit up to the relevant expiry date.

12. WHAT IS HOME'S LIABILITY IN RESPECT OF HOME CLUB?

Subject to any rights or remedies a Member or Occupant may have at law which cannot be modified, limited or excluded by agreement between the parties:

- Home excludes its liability to the Member or Occupant for any indirect or consequential loss or damage suffered or incurred by the Member or Occupant arising out of or in connection with Home Club or these T&Cs (including, without limitation, for any loss of revenue, loss of profit, or loss of use), except only to the extent caused by Home's negligence or wilful misconduct; and
- Home's liability to a Member or Occupant for any failure to comply with any rights or remedies at law which cannot be modified, limited or excluded by agreement is limited to (a) in the case of goods, the replacement of those goods or the supply of equivalent goods (or the cost of such replacement or supply of equivalent goods) and (b) in the case of services, the re-supply of the services or the cost of such re-supply.

13. THE LEGAL STUFF

These T&Cs are governed by and are to be construed in accordance with the laws in effect in the State applicable to the Member's Residential Rental Agreement .

Nothing in these T&Cs is to be construed against a party on the basis that the party was responsible for its drafting.

A right created by these T&Cs cannot be waived except in writing signed by the party entitled to that right. A party does not waive a right if it delays in exercising, fails to exercise or only partially exercises that right.

If any provision of these T&Cs is in any way unenforceable, invalid or illegal in any relevant jurisdiction, that provision must, to that extent, be treated as deleted from these T&Cs for the purposes of that jurisdiction. This does not affect the validity or enforceability of the remainder of these T&Cs.

14. CONTACT US

If you have any questions or concerns about Home Club, the Rewards Card, the Benefits or these T&Cs, please contact the Resident Services Team.