

1. Introduction

Welcome to the *Heartfelt Rewards* app ("App"), operated by ELG Australia Pty Ltd ("we", "our", "us"). By downloading, accessing, or using this App, you agree to be bound by these Terms & Conditions ("Terms") and our Privacy Policy. If you do not agree to these Terms, please do not use the App.

2. Eligibility

You must be at least 18 years old, or have the consent of a parent/guardian, to register and use the App. By using the App, you confirm you meet these requirements.

3. Participating Venues

The App can be used across multiple participating venues owned or operated by ELG Australia Pty Ltd and its related entities ("Participating Venues"). The list of Participating Venues may change from time to time without notice.

4. Membership & Rewards

- Membership in *Heartfelt Rewards* is free.
- You may earn points, credits, or other benefits ("Rewards") by making qualifying purchases or participating in promotions at Participating Venues.
- Rewards have no monetary value, cannot be exchanged for cash, and are non-transferable.
- Rewards may be subject to expiry dates or other restrictions, which will be communicated in the App or at the time of the promotion.
- We reserve the right to adjust, revoke, or refuse Rewards where we suspect error, fraud, or misuse.

5. App Use & Account Security

- You are responsible for maintaining the confidentiality of your account and password.
- You agree to use the App only for lawful purposes and in accordance with these Terms.
- We may suspend or terminate your account if we believe you have breached these Terms or engaged in fraudulent activity.

6. Promotions & Offers

From time to time, we may offer exclusive promotions, discounts, or other benefits via the App. Each offer is subject to specific terms, availability, and expiry dates. We may modify or withdraw offers at any time.

7. Privacy & Data Collection

Your personal information will be collected, stored, and used in accordance with our Privacy Policy, available within the App and on our website. By using the App, you consent to our handling of your data for purposes including reward tracking, personalised offers, and marketing communications.

8. Changes to the Program or Terms

We may update, modify, or terminate the Heartfelt Rewards program, App features, or these Terms at any time. Updated Terms will be posted in the App, and continued use of the App after changes are posted constitutes acceptance of those changes.

9. Liability

To the maximum extent permitted by law:

- We exclude all warranties, conditions, and guarantees (whether express or implied) relating to the App and Rewards program.
- We are not liable for any loss, damage, or injury arising from your use of the App or participation in the Rewards program.
- Our total liability for any claim is limited to recrediting any Rewards incorrectly deducted from your account.

10. Governing Law

These Terms are governed by the laws of Western Australia, Australia. Any disputes will be subject to the exclusive jurisdiction of the courts of Western Australia.

11. Contact Us

For any queries regarding the App, Rewards, or these Terms, please contact **ELG Australia Pty Ltd**
