

# **Post Office Box Rewards Terms and Conditions**

Last updated October 2023

By using Post Office Box Rewards, you agree to be bound by the terms and conditions set out in these Terms and Conditions and the MyPost Account Terms of Use, available <a href="here">here</a>, which govern the use of your MyPost Account required to access Post Office Box Rewards.

### 1. Definitions

- 1.1. In these terms and conditions, unless the context dictates otherwise:
  - "Benefits" means discounts and special offers available from Participating Businesses as offered from time to time on the Website.
  - "Infinite Rewards" means Perx Rewards Pty Ltd (ABN 89 625 344 023), the provider and operator of the Website.
  - "MyPost Account" means an account registered by a customer on the MyPost website.
  - "MyPost Account Terms of Use" means the MyPost Account terms of use available <a href="here">here</a>.
  - "Participating Business" means retailers (and other persons) who supply goods and services in respect of which various discounts, special offers and other benefits may be claimed by you on the Website, from time to time and subject to any terms and conditions determined by those retailers.
  - "we", "us" or "our" means Australian Postal Corporation (ABN 28 864 970 579).
  - "Website" means the Post Office Box Rewards website, available <a href="here">here</a>, which is operated and maintained by Infinite Rewards for Post Office Box Rewards and includes any subpages, related transactional domains and pages.
  - "you" and "your" means you in your capacity as a current registered holder of a Post Office Box and of a MyPost Account.

## 2. Eligibility Criterias

- 2.1. To access and use Post Office Box Rewards you must:
  - (a) hold a current registered Post Office Box; and
  - (b) have a MyPost Account which is linked

to your Post Office Box.

- 2.2. MyPost Business account holders are not eligible to join Post Office Box Rewards.
- 2.3. Access to Post Office Box Rewards may take up to 24 hours after linking your Post Office Box with your MyPost Account.

## 3. Applicable terms

- 3.1. In addition to these Terms and Conditions:
  - (a) your use of the Website is subject to the Infinite Rewards Terms and Conditions, available <a href="here">here</a>, as Infinite Rewards is the provider and operator of the Website. The Infinite Rewards Terms and Conditions contains terms about your membership to the Post Office Box Rewards program, orders placed on the Website and limits Infinite Rewards liability to you; and
  - (b) other terms and conditions may apply to the Benefits. Please read and accept those additional terms and conditions before obtaining any Benefit.

## 4. Australia Post's liability to you

- 4.1. Post Office Box Rewards and the Website is provided by Infinite Rewards. Australia Post is not the provider of Post Office Box Rewards or the Website and, to the extent permitted by law (including the Competition and Consumer Act 2010 (Cth)), expressly disclaim all guarantees, conditions and warranties, express or implied, in respect of Post Office Box Rewards.
- 4.2. To the maximum extent permitted by law (including the Competition and Consumer Act 2010 (Cth)), we shall not be liable to you or to any other person (whether in contract, tort or otherwise) for any loss or damage suffered, or that may be suffered, as a result of any act or omission, by or on behalf of Australia Post in

- relation to your use of Post Office Box Rewards, except to the extent that such loss or damage is incurred as a direct result of our fraud, wilful misconduct or gross negligence.
- 4.3. Benefits on the Website from Participating Businesses should not be construed as an endorsement, approval, recommendation, or preference by Australia Post of the Participating Business or of any of the Benefits.
- 4.4. Participating Businesses may cease to be participants of Post Office Box Rewards from time to time. To the extent permitted by law, we are not liable if you are unable to receive a Benefit because a Participating Business is no longer a participant of Post Office Box Rewards.

#### 5. **Termination**

- 5.1. Your use of and access to Post Office Box
  Rewards or the Website will terminate if you
  no longer meet the Eligibility Criteria set out in
  clause 2 of these Terms and Conditions.
- 5.2. Post Office Box Rewards or the availability of the Website may be suspended or terminated at any time, subject to providing such notice as may be reasonable (or possible) and in the form that is appropriate in the circumstances.
- 5.3. You may terminate your access to Post Office Box Rewards or the Website at any time by emailing <a href="mailto:customerservice@infiniterewards.com.au">customerservice@infiniterewards.com.au</a>. On receiving notice, Infinite Rewards will destroy any record of your personal information.

# 6. Privacy

- 6.1. Australia Post will share your personal information with Infinite Rewards solely for the purposes of facilitating the Post Office Box Rewards.
- 6.2. Infinite Rewards may also share some personal information back with Australia Post when administering the service. When with Infinite Rewards, your personal information is handled in accordance with the <a href="Infinite Rewards">Infinite Rewards</a>
  <a href="Privacy Policy">Privacy Policy</a>.

6.3. When with Australia Post your personal information is handled in accordance with the Australia Post Group Privacy Statement, which outlines how to access and/or correct your personal information, or make a privacy related complaint. For more information, please visit our <a href="Privacy">Privacy</a> page.

## 7. General

- 7.1. Governing law. These terms are governed by and shall be construed in accordance with the laws in force in the State of Victoria, Australia, and the courts and registries of courts in that State shall have jurisdiction in the event of a dispute.
- 7.2. **Severability**. If any provision, or part of a provision, of these Terms and Conditions or is found to be illegal or unenforceable, it will be severed from the agreement, and the remainder of the terms will be construed as if that provision or part did not form part of the Terms and Conditions. The previous sentence will not apply if the provision or part to be severed constitutes a material and fundamental element of the agreement between the parties.
- 7.3. Variation. Australia Post may vary these terms and conditions at any time. If the changes have a detrimental impact to you, we will notify you in the manner appropriate and provide reasonable notice in the circumstances. If you do not accept any variation to the terms and conditions, you should cease participating in the Post Office Box Rewards and/or terminate your access in accordance with clause 5.3 at any time.
- 7.4. Customer service. Post Office Box Rewards is operated by Infinite Rewards. If you require customer service information or assistance with your use of Post Office Box Rewards or the Website, you should contact Infinite Rewards at

<u>customerservice@infiniterewards.com.au</u>. If your query relates to your Post Office Box or deliveries to your Post Office Box, you may contact Australia Post at pobcontroller@auspost.com.au.