

# THE CLUB TERMS & CONDITIONS

## NOTICE OF TRANSITION FOR SOUTH AUSTRALIAN THE CLUB MEMBERS

Effective 20 May 2026, the current Club loyalty program will be paused in South Australia. A new Club loyalty program will be trialed in South Australia offering Members, a simple, seamless and accessible program, designed to deliver instant value each visit, available in TCC Stores within South Australia.

From 20 March 2026 and until the new Club loyalty program launches on 20 May 2026, a new Membership with the current Club Program will not be offered to any person residing in South Australia.

From 20 March 2026 until 19 April 2026, the current Club Program will remain in its current form for any members visiting South Australian stores and are able to earn and redeem The Club Points with Eligible Transactions.

From 20 April 2026 until 19 May 2026, members are no longer able to earn any The Club Points in South Australia TCC Stores. During this period, existing The Club Points may only be redeemed. On and from 20 May 2026 for the duration of the new Club loyalty program, South Australian Members and interstate Members visiting South Australia will not be able to redeem The Club Points in South Australian TCC stores.

As part of this update, we'll be introducing new Terms and Conditions, which will be available on both TCC Website and the App so Members can review them easily before the new Club program launches. More details of how the change will affect South Australian Members are set out in Clauses 22 to 28.

Subject to the applicable laws, and for the avoidance of doubt, these Terms and Conditions cease to apply to any Member residing in South Australia on and from 20 May 2026.

## INTRODUCTION

This document sets out the Terms and Conditions of The Coffee Club's loyalty program in Australia, The Club.

These Terms and Conditions will apply from the time of sign-up to The Club Members and will govern the operation of the membership.

You must read this document carefully before using The Club Program. If you do not understand these Terms and Conditions or if you have any questions, please contact The Coffee Club on the details stated on its website, [www.coffeeclub.com.au](http://www.coffeeclub.com.au).

## DEFINITIONS

In these Terms and Conditions, the following definitions will apply:

**App** means the TCC Program/s software application or program available to download on a mobile phone device, tablet or other compatible electronic device;

**Benefits** means the facilities, services, products, discounts, offers, activities and events or arrangements offered or available to Members from time to time;

**Dollar** or **\$** means Australian dollars, exclusive of GST;

**Eligible Transaction** means any purchase from the menu items from any The Coffee Club store, excluding any purchases:

- a. made using TCC Gift Cards; or
- b. combined with or part of any other promotional offers or loyalty programs (except as stated herein) made available by The Coffee Club from time to time;

**GST** means the goods and services tax under *A New Tax System (Goods and Services) Act 1999 (GST Act)* and the terms used have the meanings prescribed in the *GST Act*;

**Member** or **you** means the person who subscribed to The Club Program and whom agrees to be bound by these Terms and Conditions;

**Member Application Form** means a form, either in hard or digital copy, subscribing to a Membership;

**Member Portal** means the account information specific to a Member and relating to either or both of the TCC Program/s, which is password protected and accessible by the Member through the Website;

**Membership** means membership of either of the TCC Program/s;

**Registration** means registering your details, including the unique membership number provided upon completing the Membership application relevant to The Club Program;

**The Club** means the loyalty program operated and managed by TCC by which a Member may accrue or redeem TCC Points in accordance with these Terms and Conditions;

**TCC, we or us** means The Coffee Club Franchising Company Pty Ltd ACN 128 563 333;

**TCC Gift Cards** means a gift card that has been received or purchased from TCC including vouchers issued for redemption at a TCC Store;

**The Club Points** means those rewards made available from time to time to the Member by TCC pursuant to the relevant TCC Program/s;

**TCC Program/s** means both The Club and VIP Programs;

**TCC Store** means a participating corporate, equity or franchised owned and/or operated The Coffee Club, café, bar, restaurant, drive thru or store listed on the Website (excluding The Coffee Club stores in South Australia from 20 May 2026), as amended from time to time;

**Terms and Conditions** or **Terms** means this document, including any variations or amendments notified to the Member from time to time;

**VIP Program** means the loyalty program operated and managed by TCC by as set out in its Terms and Conditions and includes VIP or Monthly VIP memberships (as detailed on the Website).

**Website** means [www.coffeeclub.com.au](http://www.coffeeclub.com.au).

## **PARTICIPATION AND MEMBERSHIP**

1. By completing a Member Application, you confirm you have reviewed, understood and agree to be bound by these Terms in using The Club.
2. Upon subscription, The Club Member will be provided with a unique barcode (**The Club Barcode**).
3. The Club Barcode is valid only for the Member who completed the Member Application and cannot be used by any person other than such Member.
4. TCC reserves the right at all times to make any changes to these Terms, rewards or benefits offered pursuant to any of the TCC Program/s at its sole discretion, including but not limited to:
  - a. changes to rules regarding accumulation and redemption of points; and
  - b. benefits offered.
5. TCC may, upon 30 days' notice, revise and make any changes it sees fit to these Terms and Conditions by:
  - a. giving the Member notice via the App, the mailing address, email address or SMS number provided in the Member Application or as noted in the Member Portal; or
  - b. placing the revised terms and conditions on the TCC website ([www.coffeeclub.com.au](http://www.coffeeclub.com.au)), in conjunction with the outgoing terms and conditions until the revised terms and conditions take effect; or
  - c. requesting the Member's acceptance of any revised terms and conditions at their next log in to the Member Portal.

A Member's continued use of The Club Program will constitute acceptance of the revised terms and conditions. If the Member does not accept the revised terms and conditions, the Member should discontinue using The Club Program. Amended Terms and Conditions will not have retrospective effect.

6. TCC reserves the right to immediately suspend, or terminate a Membership at its sole discretion if they reasonable consider that:
  - a. the Member has breached the Terms;
  - b. the Member has engaged or may engage in fraudulent, misleading or dishonest conduct, or conduct that is suspected to be fraudulent, misleading or dishonest in relation to the TCC Program/s;
  - c. the Member engages at any TCC store, or to any TCC employee in a derogatory, harmful, drunken and/or manner otherwise regarded by us as highly inappropriate
  - d. the Member has not used their Membership for a period of 180 consecutive days; or
  - e. for any reason, TCC deems reasonable on the provision of 7 days' notice.
7. Upon a Membership being terminated:
  - a. the Member will cease to be able to use and/or participate in The Club Program, and TCC will have no liability, responsibility, or obligation to the Member.
  - b. any TCC Points accumulated by a Member may, at the TCC's discretion, be cancelled or forfeited. In these circumstances, no compensation will be provided for the cancelled or forfeited TCC Points.
8. Participation in any of the TCC Program/s are open only to individuals over the age of 18 years (including employees, contractors or agents of TCC).
9. The cost of Membership for The Club is free and is permitted to be used on public holidays.
10. The Club is only valid at TCC Stores within Australia (except The Club is being retired for South Australian Members on 20 May 2026 as set out in Clause 19) and is not valid with any other coupons, vouchers, discounts or in-store offers.
11. If a The Club Membership becomes inactive, then any points accumulated by the Member will be forfeited without compensation.
12. If a Member chooses to link the App with any third party services (such as PayPal), TCC may share and receive personal information with that third party provider. TCC will have no responsibility or liability to a Member in relation to any third party services or providers.
13. TCC is not liable or responsible for any unauthorised use of The Club Membership.
14. The benefits of the VIP Program (as detailed in the VIP Program terms and conditions available on the Website) cannot be used in conjunction with The Club benefits, and Members cannot accumulate The Club Points on the benefits of a VIP Program membership.

## **BENEFITS OF A MEMBERSHIP**

15. Subject to these Terms, a The Club Member can enjoy the benefits associated with the Membership in store, or online, except in South Australia from 20 May 2026.
16. A person can be a member of both The Club or VIP Programs. TCC Points can only be accumulated by presenting a The Club Barcode at the time of a transaction.
17. The benefits of The Club are as follows, or as detailed on TCC website from time to time, however, as at the date of these Terms, include:
  - a. Earn one (1) The Club Point for every \$1.00 spent by scanning The Club Barcode in the App prior to the time of completing a purchase or transaction in-store; and
  - b. Commencing 10 December 2019, a new Member to The Club will be eligible for a free small, standard (dine in or take away) hot coffee/drink by presenting their The Club Barcode in the App. Additional charges may apply for extra shots, specialty milks and syrups.

## **EARNING & REDEEMING REWARDS POINTS**

18. One (1) The Club Point is equivalent to 10 cents. There is no limit on the amount of The Club Points a Member can accumulate.
19. The amount of The Club Points accrued by a Member can be viewed within the App which may take up to 3 business days to appear. TCC is not liable for any time delay in the reconciliation or updating of The Club Points on the App.
20. Members can only redeem a maximum of 500 The Club Points once per transaction.
21. The Club Points are only redeemable at TCC Stores.

## **SOUTH AUSTRALIAN MEMBERS – EARNING & REDEEMING REWARD POINTS**

22. Effective on and from 20 April 2026 (**Effective Date**), South Australian Members and interstate Members visiting South Australia will no longer be able to earn any The Club Points with any Eligible Transaction or activities made on or after the Effective Date within TCC Stores in South Australia.
23. South Australian Members and interstate Members visiting South Australia will no longer be able to access the benefits stated in clauses 18 to 21 with any Eligible Transaction or activities made on or after the Effective Date within TCC Stores in South Australia.
24. On and from 20 May 2026, current South Australian Club Program Members will be able to transition to a new loyalty Program, Club, subject to completion of the required Membership onboard online portal. The new Club loyalty program is only valid at TCC Stores within South Australia.

25. After the Effective Date, South Australian Members can continue to earn and redeem The Club Points in TCC Stores located in the Australian States and Territories other than South Australia.
26. The Club Points earned by South Australian Members prior to the Effective Date will remain in the Member Portal and may be redeemed by that Member in accordance with these Terms until 19 May 2026 (**Final Redemption Date**).
27. Any unredeemed Club Points earned by South Australian Members prior to the Effective Date and not redeemed by the Final Redemption Date will remain in the Member Portal. After the Final Redemption Date and pending the outcome of the South Australian trial of the new Club, South Australian Members may continue to redeem The Club Points in Australian States and Territories other than South Australia, in accordance with these Terms.

## **COMMUNICATION AND MARKETING**

28. TCC will use the contact details you provided to communicate with you about your Membership. TCC, its related companies, and service providers may also contact you during and after your membership with promotions, special offers, and information about products and services, in accordance with applicable laws, including the *SPAM Act 2003*, and the *Do Not Call Register Act 2006*.
29. The Member:
  - a. consents to TCC, our franchisees, licensees, and business partners contacting them from time to time, including via the App, telephone, post, facsimile and electronic (i.e. SMS, Internet) methods using the contact details as provided by the Member in the Member Application, or as detailed in the Member Portal;
  - b. agrees to notify TCC of any change of name, address, or other details in writing, as soon as the change occurs. TCC is not responsible for any failure by the Member to notify TCC of changes that may result in the loss of benefits and/or any other rewards, prizes, giveaways;
  - c. can opt out and withdraw consent at any time about receiving marketing materials through Member Portal or by contacting TCC.
  - d. may, at any time, request that TCC delete personal information held about them where the Club is not required or authorised by law to retain that information. The Member acknowledges that the deletion of certain personal information may affect TCC's ability to provide Membership services and may result in suspension or termination of Membership where the information is reasonably necessary for those services.
30. TCC may give the Member notice regarding these Terms, or either or both of the TCC Program/s via the following means:
  - a. Advertisement;
  - b. Electronic Mail (email);

- c. Post;
- d. Phone;
- e. the App; or
- f. Website ([www.coffeeclub.com.au](http://www.coffeeclub.com.au)).

## **WARRANTIES**

31. The Member warrants as follows, that it will:

- a. comply with all reasonable and lawful directions that TCC may give from time to time with respect to its Membership and use of the TCC Program/s;
- b. not provide any other person with access to their Membership;
- c. not commit fraud, or obtain any benefit by deceiving TCC, or the TCC Program/s, or any other person;
- d. not accept or attempt to access another Member's account, password or personal information, or otherwise breach a Member's privacy;
- e. not engage in malicious conduct in using the TCC Program/s, or which has the effect of, disrupting or interfering with the functionality, integrity and operation of the TCC Program/s;
- f. not, without the TCC's express written consent (such consent may be reasonably withheld) engage in the use, copying, reproduction, display modification or distribution of any of the content available through the TCC Program/s, including any text, software, scripts, files, graphics, photos, sounds, music, videos, business name, company names and logos;
- g. not utilise any tool, program or application for the purpose of scraping, indexing, surveying or otherwise data mining any portion of the TCC Program/s;
- h. not attempt to gain unauthorised access to, or impair any aspect of the TCC Program/s, or otherwise undertake or engage in actions that impede the operation or functionality of the TCC Program/s.

32. The Member acknowledges and agrees that TCC:

- a. will use commercially reasonable efforts to make the TCC Program/s available to the Member. However, the TCC Program/s are provided on an "as is" basis without any representation, warranty or guarantee as to quality, condition, accuracy or fitness for purpose;

- b. cannot guarantee either of the TCC Program/s to be free of defect, uninterrupted, accurate, complete, current, stable, bug free, error free or available at any time in respect of its operation; and
- c. cannot, to the maximum extent permitted by law (including its directors, officers, contractors, employees. Shareholders, suppliers and related companies), be liable for any loss of profit, loss of goodwill, loss of opportunity, or any special, punitive, indirect or consequential loss or damage incurred by the Member or any other person whether directly or indirectly related to these Terms.

## **GENERAL**

- 33. The Member is solely responsible for any government tax, duty or other charge imposed by law in any country in respect of the Member's participation in either of the TCC Program/s, giveaways, prizes or vouchers issued or any other transaction within or resulting from the TCC Program/s.
- 34. Any failure or delay by TCC in exercising its rights under these Terms does not constitute a waiver of those rights and any waiver by TCC must be in writing and signed by an authorised officer of TCC.
- 35. Except as provided in any law which cannot lawfully be excluded or modified by agreement, TCC does not accept any liability whatsoever, including for negligent acts and omissions, with respect to:
  - a. the breach of any of these terms or any term implied by law (including statute) by any person other than TCC;
  - b. any benefit or other reward, prize or giveaway;
  - c. any death or injury or consequential loss or damage arising from the supply of a benefit and/or other reward, prize, giveaway;
  - d. the loss, theft or destruction of a benefit, reward, prize, giveaway;
  - e. any failure, delay or inability to provide a reward, prize, giveaway to the Member caused by circumstances beyond its control, including but not limited to strikes or industrial disputes, acts of God, flood, weather, pandemic, war or civil disturbance; and
  - f. any other liability, loss or damage incurred or suffered by any Member (or any other person) in connection with either of the TCC Program/s.
- 36. TCC may, without notice to a Member, assign or otherwise transfer the benefit of all or any part of these Terms to any other person or entity, and any such person or entity will be bound by these Terms. The Member cannot assign, novate or otherwise transfer any rights, benefits or liabilities relating to these Terms or any of the TCC Program/s without TCC's prior written consent.
- 37. These Terms will be construed according to and governed by the laws of Queensland, or if necessary, the Commonwealth and the parties submit to the exclusive jurisdiction of the courts in Queensland and, when necessary the Commonwealth.

## **PRIVACY**

38. The Coffee Club's Privacy Policy forms part of these Terms and Conditions and can be found at: <https://www.coffeeclub.com.au/privacy-policy/> (**the Privacy Policy**).

39. The Member acknowledges and agrees that by using and engaging with either of the TCC Program/s it has read and accepts the terms of the Privacy Policy.

## **CONTACT US**

The Coffee Club can be contacted Monday – Friday (between 8.00am and 5.00pm AEST) excluding public holidays as follows:

Email:	<a href="mailto:feedback@minordkl.com.au">feedback@minordkl.com.au</a>
Phone:	1800 975 005
Address:	The Coffee Club PO Box 5786 WEST END QLD 4101