TANBY GARDEN CENTRE
Grow Card Loyalty Programme

Terms and Conditions

1. Acceptance of Terms

1.1 As a member of the Tanby Garden Centre Grow Card Loyalty Programme you will be bound by these Terms and Conditions, as varied by us from time to time.

2. Meaning of words

In these Terms and Conditions the following words have the following meanings: “application” means the entry of your details into the Tanby Garden Centre Loyalty Database to become a member of the Tanby Garden Centre Grow Card Loyalty Programme. “Benefits” means rewards, discounts and special offers as offered from time to time subject to any conditions as notified. Tanby Garden Centre Grow Card Loyalty Programme means those arrangements by which a member receives rewards and benefits from Tanby Garden Centre under these Terms and Conditions; “Grow Card” means a card issued to members of the Tanby Garden Centre Grow Card Loyalty Programme; “our website” means the website located at www.tanbygardencentre.com.au.

3. Membership

3.1 Only individuals may become members of the Tanby Garden Centre Grow Card Loyalty Programme.
3.2 To become a member of the program you must apply in store. You will become a member once we accept your application and issue a Grow Card to you in store.
3.3 We reserve the right to refuse any application for membership.
3.4 You will receive your Grow Card in store upon completion of the appropriate in store electronic Loyalty Member application.
3.5 Your membership reward points will expire after a 12 month period from date of reward earned, if not redeemed within the expiry period of 12 months.

4. Using your membership

4.1 You may use your membership to receive rewards and benefits at Tanby Garden Centre.
4.2 All rewards and benefits are subject to availability and any conditions as determined by Tanby Garden Centre. It is your responsibility to satisfy or comply with any conditions imposed by Tanby Garden Centre for the receipt of any rewards and benefits.
4.3 You will be required to be identified as a member of the Grow Card Loyalty Programme in one or more of the following ways:- by presentation of your Grow Card; by presentation of your allocated bar code; by submitting details that correspond to the Tanby Garden Centre Loyalty Database.
4.4 Benefits and Grow Card Loyalty Points cannot be exchanged, transferred to other participating members, sold, bartered, and otherwise dealt with other than in accordance with these Terms and Conditions.
4.5 To the extent permitted by law we are not liable for any rewards and/or benefits not being available for any reason whatsoever. In addition, and without limiting the foregoing, to the extent permitted by law we are not liable for: a failure by you to take advantage of a reward and/ or benefits because you have not complied with the conditions (including limited time offers) for receiving the Benefit; or any failure by you to notify Tanby Garden Centre that you are a member and entitled to a reward and benefit offers.
4.6 You must notify us immediately of any unauthorised transaction in relation to your membership.
4.7 You must notify us of any dispute relating to the rewards and benefits as soon as possible after you become aware of the dispute. We will endeavour in good faith to resolve the dispute.

5. Membership cards

5.1 Membership cards are not credit or charge cards, are not transferable (except that you may permit members of your immediate family to use your card), and remain our property.
5.2 You must notify us immediately of any change of address or of a lost, damaged or stolen membership card. To the extent permitted by law we are not liable for any delay in replacing a membership card or for any unauthorised use of a membership card. We may charge $2.50 per card for replacement cards.

6. Termination of membership

6.1 We may terminate your membership if you, or a member of your immediate family who uses a membership card: fail to comply with these Terms and Conditions; abuse any privilege accorded to you as a member under the Tanby Garden Centre Grow Card Loyalty Program; or supply any false or misleading information or make any false or misleading misrepresentations to us. You may terminate your membership at any time by contacting Tanby Garden Centre. On receiving such notice, we will note your membership details on our database as inactive.

7. Changes, suspension or termination

7.1 Subject to applicable law and sub-clause 7.2 we reserve the right to make any changes at any time, without prior notice and at our absolute discretion, to these Terms and Conditions. This includes changes that have or may have the effect of reducing or eliminating the number of rewards and benefits offered, or the period for receiving any offer. We will attempt to notify members of any changes but, to the extent permitted by law, will not be liable for failure to do so.
7.2 Our Privacy Policy forms part of these Terms and Conditions, and will prevail over these Terms and Conditions if they are inconsistent in any respect. Our Privacy Policy is available at www.tanbygardencentre.com.au.
7.3 To the extent permitted by law, we reserve the right to make any changes at any time without prior notice and in our absolute discretion to the rewards and benefits offered in the Tanby Garden Centre Grow Card Loyalty Programme.

8. Member information

8.1 Information about members, including information about you and your use of the membership, information in the application and information about receipt of rewards and benefits by members (“Member Information”), will be held in our internal database (“our Database”).
8.2 We, Tanby Garden Centre, will use Member Information to manage and administer the Grow Card Loyalty Programme and to provide marketing and promotional material, including special offers, to members.
8.3 Each member consents to us using information in our Database, including Member Information, for the purposes stated in this clause 8.
8.4 Each member consents to receiving direct marketing and promotional material from Tanby Garden Centre.

9. Reward Exclusions

9.1 Cannot be combined with any other discount offer.
9.2 Not valid on Gift Card purchase or spend.
9.3 Not redeemable for store credit or cash.
9.4 Not valid on excluded items as listed in store and including turf, all landscape products – soils, mulches, stones, hay, timber, pavers, rocks, sandstone, cement; garden services, delivery fees, coffee hub, gift cards, any item already discounted and any other stock which may from time to time be excluded.
9.5 Grow Card Loyalty benefits (points) cannot be earned at the same time benefits (points) are being received.

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