

# AAMI Lucky Club Terms & Conditions (“Terms”)

These Terms apply to your use of the AAMI Lucky Club website ([www.luckyclub.aami.com.au](http://www.luckyclub.aami.com.au) including any sub-pages, related transactional domains and pages) (“Website”), and any purchase, transaction, account administration action and/or enquiry made through the Website. Please read these Terms carefully before using the Website.

By using the Website, you accept these Terms and you agree to abide by them. If you do not agree to these Terms, please do not use the Website.

## 1. About us

1.1 In these Terms, “we”, “us” or “our” means:

- AAI Limited ABN 48 005 297 807 trading as AAMI (“AAMI”); and/or
- Sprout Systems Pty Ltd ABN 89 163 435 032 (“Sproutix”)

unless the context requires or provides otherwise.

1.2 AAMI is a general insurance company and the brand associated with the AAMI Lucky Club. AAMI provides access to the AAMI Lucky Club to customers of selected AAMI branded insurance policies.

1.3 Sproutix operates the Website, and unless provided otherwise, manages and fulfils any ticket orders, ticket and event enquiries and/or product sales within or through the Website.

## 2. Use of the Website

2.1 Any personal information you provide via your use of the Website is handled in accordance with AAMI and Sproutix’s privacy practices. Please review [AAMI’s Privacy Statement](#) and [Sproutix’s Privacy Policy](#) before deciding to use the Website.

2.2 The Website and any Website content is provided solely for bona fide customers of selected AAMI branded insurance policies. By accessing, viewing or otherwise using any part of the Website, you agree to abide by the terms and conditions of use contained in this term 2.

2.3 By using the Website you acknowledge and agree to the following:

2.3.1 You will access the Website using only the authorised link(s) available after logging into the online tools pages at [www.aami.com.au](http://www.aami.com.au);

2.3.2 Your access to the Website may be withdrawn at any time without notice;

2.3.3 You only use the Website for lawful purposes.

2.4 You agree you will not use the Website:

2.4.1 in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;

2.4.2 for the purpose of harming or attempting to harm minors in any way;

2.4.3 to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material, spam or any other form of similar solicitation;

2.4.4 to knowingly transmit any data, send or upload any material that contains viruses, trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware;

2.4.5 to use any robot, spider, screen scraper, data aggregation tool or other automatic device or process ("**Automated Process**") to mine, collect, process, monitor, copy or extract any web pages on any part of the Website, or any of the information, content or data contained within or accessible through any part of the Website, without our prior written permission;

2.4.6 to use any Automated Process to aggregate or combine information, content or data contained within or accessible through any part of the Website with information, content or data accessible via or sourced from any third party;

2.4.7 to use any device, software, process or routine to interfere or attempt to interfere with the proper working of any part of the Website or any transaction or process being conducted on or through it;

2.4.8 to take any action that imposes an unreasonable or disproportionately large load on the infrastructure of or bandwidth connecting to any part of the Website;

2.4.9 to reverse engineer, reverse assemble, decompile or otherwise attempt to discover source code or other arithmetical formula or processes in respect of the software underlying the infrastructure and processes associated with any part of the Website; or

2.4.10 to copy, reproduce, alter, modify, create derivative works, or publicly display, any part of any content from any of the Website without our prior written permission.

2.4.11 to solicit with a commercial intent or advertise a commercial message;

2.4.12 to conduct any unethical, immoral or illegal activity; and

2.4.13 otherwise than in accordance with these Terms.

2.5 In addition to these Terms, terms and conditions may apply to specific offers, deals, tickets, promotions, products or services available on or through the Website. Please read and accept those additional terms and conditions before continuing.

2.6 The Website may contain advertising and/or links to other websites or applications, including links to offers, deals, tickets, promotions, products and services offered or fulfilled by third parties, owned or operated by third parties at least partly independent of us ("**Third Party**

**Sites**”). Your use of Third Party Sites may be subject to the third parties’ terms and conditions. Third Party Sites may contain their own privacy information about the relevant third party’s security and privacy practices. We do not sponsor, endorse or approve of the operators of the Third Party Sites, or content (including services, information, graphics or data) located on such Third Party Sites (“**Third Party Content**”). You acknowledge and agree that:

2.6.1 you are entirely responsible for any fees or obligations you incur with respect to such Third Party Sites;

2.6.2 except as expressly set out on the Website, we make no warranties or representations in respect of, and do not sponsor or endorse, such Third Party Sites, Third Party Content or any of their products and services.

### **3. General ticket terms**

3.1 From time to time, the Website may provide information about and/or enable you to purchase special offers, deals, tickets, promotions, products or services available on or through the Website (“**Tickets**”).

3.2 Unless provided otherwise, Tickets are issued by third parties who provide the products and/or services associated with the Tickets (“**Promoter**”). Tickets may be sold to you through a ticket agent (“**Agent**”). Tickets may be subject to terms and conditions published by the Promoter and/or Agent and/or printed on or enclosed with the Ticket. To the extent of any conflict between these Terms and those terms and conditions, these Terms will prevail to the extent of the conflict.

3.3 Your rights and obligations in relation to any Tickets are set out in these Terms, including this term 3. Except as expressly set out in these Terms, we have no liability to you in relation to any Tickets. The liability of the Promoter and the Agent to you in relation to any Tickets may be set out in the terms and condition of the Promoter and/or Agent.

### **3.4 Tickets pricing and GST**

3.4.1 All pricing of Tickets on the Website are inclusive of GST, and include the base supply and all fees charged to and by Sproutix to supply the Tickets to you. All pricing of Tickets on the Website are subject to change at any time and without notice to you prior to our final confirmation of your Ticket/s purchase.

3.4.2 Any amount of Sproutix’s pricing that exceeds the face value of the Ticket reflects costs incurred by Sproutix in relation to the Tickets (including, without limitation, fees charged to Sproutix for Ticket allocations and pre-sale access to Tickets). Those costs incurred by Sproutix may vary from time to time and from Tickets to Tickets depending on market factors beyond Sproutix’s control.

### **3.5 Payments**

3.5.1 When purchasing Tickets on or through the Website, the purchase will not be completed or finalised until an electronic confirmation (being any electronic instruction, information, message, request or communication issued or transmitted to us via the Website) containing the confirmation of payment from you has been received and processed by us (“**Payment Instruction**”).

3.5.2 You acknowledge that the transmission of your Payment Instruction for any payment may not be received by us in accordance with this term 3 for reasons beyond either parties’ reasonable control including, but not limited to, mechanical, software, computer, telecommunications, or electronic failure, or the omission or failure of third party service providers or systems. You further acknowledge that, to the extent permitted by law, we are not liable to you in any way for any loss or damage at all and however caused, arising directly or indirectly in connection with the transmission of a Payment Instruction through the Website, or any failure to receive a Payment Instruction for whatever reason.

3.5.3 You acknowledge that we may act on and process all completed Payment Instructions transmitted or issued through the Website without further consent from or reference to you, and we may treat a Payment Instruction as authentic and are under no obligation to investigate the authenticity or authority of persons issuing or transmitting such Payment Instructions, or to verify the accuracy and completeness of such Payment Instructions.

3.5.4 Any Tickets purchase is only considered complete when we receive all required details of a current and valid payment card or current and valid financial institution account number (in either case a card/account which you are authorised to use and which is of a card/account type accepted by us), and to which we are able to charge/debit the cost of the Tickets purchased.

3.5.5 By transmission of your Payment Instruction, you are taken to have entered into a binding contract on the basis of these Terms and any terms and conditions of the specific Tickets.

3.5.6 Upon receipt of your full payment for any Tickets purchase on or through the Website you will receive a purchase confirmation by email to the email address entered during the Tickets order process. The email confirmation will contain details of your Tickets purchase, including the time/s and date/s of the Tickets purchased, if applicable, and merchandise and product information (where these form part of the Tickets purchase).

3.5.7 You are responsible for ensuring that you receive a confirmation of your Ticket purchase and should contact Sproutix on 1300 130 357 if you do not receive confirmation of your purchase.

3.5.8 You acknowledge that any enquiries relating to Tickets purchases made on or through this Website must be made by you the purchaser (or your legally appointed representative). We will not enter into any correspondence with any person other than you the purchaser (or your legally appointed representative) in relation to any enquiries relating to Tickets purchases.

### **3.6 Delivery**

3.6.1 Where Tickets are purchased by you and Sproutix has agreed to deliver the Tickets to you by post Sproutix will endeavour to post them to the address provided by you between six to eight weeks after purchase.

3.6.2 If for any reason Sproutix is unable to post the Tickets to you, Sproutix will notify you and provide further information on how the Tickets will be available for collection through alternative arrangements.

3.7 If Tickets purchased by you are lost or stolen:

3.7.1 you must be able to prove your purchase of the Tickets;

3.7.2 the replacement of any Tickets is subject to the terms and conditions of the Promoter and/or Agent;

3.7.3 Sproutix may charge an administration fee in relation to the re-issue of ticket; and

3.7.4 Sproutix reserves the right not to replace tickets for which seating is not allocated.

### **3.7 Refunds and exchanges**

3.7.1 There is no refund and/or exchange of Tickets purchased on or through this Website, unless required to by law, and/or requested by the relevant Promoter of the Tickets. Before purchasing any Tickets you should confirm the details, including title, time and location, of the Tickets.

3.7.2 If Tickets are for or related to an event that is cancelled or postponed, Sproutix will only offer to refund you where it is in accordance with the policies of the relevant Promoters or Agents of the Tickets, and if so, Sproutix will refund in accordance with those policies only in relation to that relevant component/s of your Tickets purchase.

3.7.3 You acknowledge that no refund may be available in relation to any ancillary costs including costs incurred with respect to travel, accommodation and hospitality bookings and/or Tickets for or related to events that are cancelled or postponed after commencing.

### **3.8 Strictly no resale**

3.8.1 Any Tickets purchased by you on or through the Website must only be for your personal and non-commercial use. You are at no time permitted to resell or offer for resale any of your Tickets, or use your Tickets for advertising, promotion or any other commercial purposes (including, without limitation, trade promotions or competitions).

3.8.2 We may cancel any of your Tickets or Tickets orders where there is a breach or suspected breach of term 3.8.1.

### **3.9. Seating allocations**

3.9.1 In respect of Tickets which may offer seating allocations, these are at the discretion of the Tickets Promoter. We have no liability to you if you consider the seat allocation for your tickets is below your expectations.

3.9.2 You acknowledge Tickets purchased with any of the following descriptions "general admission", "GA", "standing", "unreserved" or similar are for free-standing or unreserved seating areas in which no specific seats are allocated.

## **4. Intellectual Property**

4.1 We, together or individually, or our related bodies corporate are the owner/s of and/or the licensee/s of all intellectual property rights on the Website and Website content (including all virtual items, software code, files of all types, concepts, designs, images, text, audio and visual media). These rights are protected by intellectual property laws and treaties around the world. All such rights are reserved.

4.2 Except where necessary for and incidental to viewing or using the Website or as permitted under the *Copyright Act 1968* (Australia) or other applicable laws, no material on the Website may be reproduced, stored (for any period of time) in an electronic or other retrieval system, adapted, uploaded to a third party location, framed, performed in public or transmitted in any form by any process whatsoever without our specific written consent.

4.3 Unauthorised linking to any part of the Website is expressly prohibited. Please contact us if you would like to link to any part of the Website. Only written permission from us will constitute authorisation of a link.

## **5. Events outside our control**

5.1 You acknowledge that there are situations that may affect your enjoyment of your Tickets purchases that are outside our control. Accordingly, to the maximum extent permitted by applicable law, we have no liability to you whatsoever in relation to any claim arising from:

5.1.1 changes to any event information, program, performers or performance dates (including the cancellation and rescheduling of events);

5.1.2 the actions or omissions of third parties who may provide information, benefits, offers, products and/or services in connection with your Tickets;

5.1.3 defects in any venue, vehicle, device, materials, other goods or services used in connection with your Purchases;

5.1.4 venue, Promoter or Agent policies or legal regulation (including, without limitation, dress codes, service of alcohol and other conditions of entry);

5.1.5 unforeseen events beyond our reasonable control including, without limitation, fire, flood, acts of war or terrorism, acts of God, telecommunication failures, civil unrest and accidents.

## **6. Warranties, limitation of liability and indemnity**

6.1 Access to any part of the Website is offered on an “as is” and “as available” basis only. Any cost associated with accessing any part of the Website is your responsibility and is dependent on the internet or telecommunications service provider used.

6.2 Whilst reasonable steps have been undertaken to ensure that information is free from error, to the extent permitted by law, which law cannot be excluded, we do not warrant the accuracy, adequacy or completeness of any Website content. All information is subject to change without notice. We do not guarantee that any Third Party Website will be free from viruses, or that access to the Website or any Third Party Website will function as intended or be uninterrupted. All terms and conditions implied by law, except those that cannot be lawfully excluded, are excluded. We will not be liable to you in respect of any claim for any loss of profit, data, goodwill or business, for interruption to business, for any failure to realise anticipated savings or for any consequential, indirect, special punitive or incidental damages.

6.3 Subject to any responsibilities implied by law and which cannot be excluded, we, and our directors, employees, agents, contractors and related bodies corporate, are not liable to you for any losses, damages, liabilities, claims and expenses (including but not limited to legal costs and defence or settlement costs) whatsoever, whether direct, indirect or consequential, arising out of or referable to any part of the Website or any Website content, Third Party Website or Third Party Website content, or to access (or lack of access) to the Website or any Website content, or any Third Party Website or Third Party Website content, by you, howsoever caused, whether in contract, tort including negligence, statute or otherwise.

6.4 You indemnify us (and any of our related bodies corporate) in respect of any liability incurred by us (or any of our related bodies corporate) for any loss, cost, damage or expense, howsoever caused, suffered by us (or any of our related bodies corporate) as a result of your breach of these Terms or your use of any of the Website.

6.5 Certain legislation may imply warranties or terms and conditions or impose obligations which cannot be excluded, restricted or modified except to a limited extent. These Terms must be read subject to those statutory provisions. If those statutory provisions apply, to the extent to which we are entitled to do so, we limit our liability in respect of any claim to, at our option:

6.5.1 In relation to services:

- (a) The supply of the services again;
- (b) The payment of the cost of having the services supplied again; and

6.5.2 In relation to goods:

- (a) The replacement of the goods or the supply of equivalent goods;

- (b) The repair of the goods;
- (c) The payment of the cost of replacing the goods or acquiring equivalent goods; or
- (d) The payment of having the goods repaired.

6.6 Our cumulative liability to you for all claims made by you under or in relation to these Terms, the privacy policy, your purchases or your use of this website will not exceed in aggregate the amount actually received by us in respect of your purchases in the period 90 days preceding the date the first claim first arose.

## **7. Termination**

7.1 Access to the Website is permitted on a temporary basis. We reserve the right to withdraw, amend, update, change or terminate any or all functionality, or any or all content, of the Website at any time and without notice. We reserve the right to suspend or terminate your access to the Website at any time. We are not liable if for any reason the Website is unavailable or not fully available at any time or for any period of time or if at any time any functionality of content of the Website is restricted or impaired. You may terminate your use of the Website at any time. All restrictions, licences granted by you, and all disclaimers and exclusions of and limitations on liability of us, will survive any termination. Upon termination you must not directly or indirectly access or use any part of the Website.

7.2 We may impose limits or restrictions on the use you may make of any part of the Website. Further, for security, technical, maintenance, legal or regulatory reasons, or due to any breach or potential breach of these Terms, we may withdraw the Website (of any part thereof) at any time and without notice to you.

## **8. General**

8.1 We may assign the benefit of these Terms to any person without your consent. You may only assign the Terms or a right or obligation under them with our prior written consent that may be withheld or granted in our absolute discretion.

8.2 If the whole or any part of a provision of the Terms is invalid or unenforceable in a jurisdiction it must, if possible, be read down for the purposes of that jurisdiction so as to be valid and enforceable. If however, the whole or any part of a provision of the Terms is not capable of being read down, it is severed to the extent of the invalidity or unenforceability without affecting the remaining provisions of the Terms or affecting the validity or enforceability of that provision in any other jurisdiction.

8.3 We do not waive a right, power or remedy if we fail to exercise or delay in exercising the right, power or remedy. A single or partial exercise by us of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right,



power or remedy must be in writing and signed by the party giving the waiver.

8.4 These Ticket do not create a relationship of employment, trust, agency or partnership between any of the parties.

8.5 The provisions of terms 2, 3, 4, 5, 6, 7 and this clause 8 will survive termination or expiry of these Terms and will continue to bind the parties.

8.6 You irrevocably waive your right to seek injunctive or other equitable relief to restrain the operation of any element of the services and you agree to limit your claims against us for claims for monetary damages.

8.7 These Terms will be governed by and construed in accordance with the law for the time being in force in Victoria and the parties, are deemed to have submitted to the non-exclusive jurisdiction of the courts of that State.

8.8 These are the current Terms. We may at any time vary these Terms for security, legal or regulatory reasons, or to reflect updates or changes to the services or functionality of any part of the Website, by publishing the varied Terms on the Website. We do not have to indicate in any way, including on the Website, that these Terms have changed, and in no way are we under any obligation to specifically contact or notify you of any variation to these Terms. You accept that we have provided you with sufficient notice of the variation by making available the current version of the Terms on the Website. By your use of any part of the Website after any variation, you are taken to have accepted the new Terms.

*These Terms are dated 31.03.16.*