

YouiRewards Terms and Conditions

YouiRewards is a loyalty program operated by Youi Pty Ltd ABN 79 123 074 733 (**we, us, our**) and its related entities. By participating in YouiRewards, you agree to be bound by, and abide by, these Terms and Conditions, our [App Terms of Use](#) and our [Website Terms of Use](#).

1. Definitions

In these Terms and Conditions, unless the context otherwise requires:

- (a) **App** means the Youi smartphone application incorporating YouiRewards (available on iOS and Android);
- (b) **Eligible Policy** means an active Youi Car, Home Building and/or Contents, Motorcycle, Watercraft, Business Liability, and/or Caravan and Trailer insurance policy held by you;
- (c) **Eligible Policy Holder** means an individual who holds an Eligible Policy;
- (d) **Inactive YouiDollars** means YouiDollars that have not been credited to your YouiRewards Account, either because:
 - (i) you have not linked your Eligible Policy to a YouiRewards Account in accordance with paragraph 4.1(e); or
 - (ii) YouiDollars have accrued but have not yet been credited to your YouiRewards Account in accordance with the process set out in paragraph 5.1 for the crediting of YouiDollars;
- (e) **Launch Date** means the date on which YouiRewards commences, being 1 October 2016 or such later date as determined by us in our absolute discretion;
- (f) **Promotion** means a campaign or promotion that is run by (or on behalf of) Youi and is described by Youi (or any person authorised on Youi's behalf) as giving rise to an entitlement to participate in YouiRewards;
- (g) **Promotion Terms** means that terms and conditions that apply to an individual's participation in a Promotion;
- (h) **Promotional Participant** means an individual who participates in a Promotion;
- (i) **Reward** means a voucher or offer that:
 - (i) is obtained by spending YouiDollars; and
 - (ii) can be used in relation to the acquisition of goods or services supplied by the relevant Rewards Partner;
- (j) **Rewards Partner** means any supplier who provides goods or services relating to the YouiRewards program, as set out within the App from time to time;
- (k) **YouiDollars** means points that you earn in accordance with paragraph 5;
- (l) **YouiRewards** means the loyalty programme known as 'YouiRewards', pursuant to which eligible participants can earn YouiDollars that may be spent to obtain Rewards; and
- (m) **YouiRewards Account** means the account that you create when you download the App in order to:
 - (i) link your Eligible Policies to YouiRewards ;or
 - (ii) participate in YouiRewards as a Promotional Participant.

2. Application

In these Terms and Conditions:

- (a) paragraph 3 applies only to Promotional Participants;

- (b) paragraphs 4 and 5 apply only to Eligible Policy Holders; and
- (c) all other provisions of these Terms and Conditions apply to both Promotional Participants and Eligible Policy Holders.

3. Participation in YouiRewards as a Promotional Participant

- 3.1 From time to time, Youi may conduct YouiRewards promotions that enable Promotional Participants to earn YouiDollars.
- 3.2 In order to be eligible to participate in YouiRewards as a Promotional Participant, you must be an individual who:
- (a) does not hold an Eligible Policy that is the subject of the relevant Promotion;
 - (b) possesses a smartphone device operating iOS or Android;
 - (c) has installed the App on that device;
 - (d) has created a YouiRewards Account on the App; and
 - (e) has agreed to be bound by the Promotion Terms applicable to the relevant Promotion.
- 3.3 You:
- (a) acknowledge and agree that each Promotion will be governed by the applicable Promotion Terms; and
 - (b) must comply with those Promotion Terms.
- 3.4 You acknowledge and agree that:
- (a) you are solely responsible for all activities that occur on your YouiRewards Account; and
 - (b) your password is confidential.
- 3.5 You are not required to pay a joining fee or any ongoing fee in order to become, or to remain, a participant in YouiRewards.

4. Participation in YouiRewards as an Eligible Policy Holder

- 4.1 In order to be eligible to participate in YouiRewards as an Eligible Policy Holder, you must be an individual who:
- (a) holds one or more Eligible Policies;
 - (b) possesses a smartphone device operating iOS or Android;
 - (c) has installed the App on that device;
 - (d) has created a YouiRewards Account on the App; and
 - (e) has linked one or more of your Eligible Policies to YouiReards either:
 - (i) via the App; or
 - (ii) by calling our Client Services team on 13 YOUI.
- 4.2 You acknowledge and agree that:
- (a) you are solely responsible for all activities that occur on your YouiRewards Account; and

- (b) your password is confidential.
- 4.3 If you install the App but do not link your Eligible Policies to YouiRewards in accordance with paragraph 4.1(e), you will not be able to take advantage of any YouiRewards benefits (such as using YouiDollars to obtain Rewards).
- 4.4 Each Eligible Policy can only be linked to one YouiRewards Account.
- 4.5 You are not required to pay a joining fee or any ongoing fee in order to become, or to remain, a participant in YouiRewards.

5. Earning YouiDollars on Eligible Policies

- 5.1 In relation to each Eligible Policy that you hold, provided that you have paid the applicable insurance premium in accordance with the terms of that Eligible Policy, you will begin earning YouiDollars when your first monthly instalment payment is due, your first annual instalment premium payment is due, or the first monthly anniversary of your annual instalment premium payment, on and after and from the Launch Date, as follows:
 - (a) for every Eligible Policy that you link to YouiRewards, we will credit you linking bonus of YouiDollars immediately (**Bonus YouiDollars**). The amount of Bonus YouiDollars will be as determined by Youi from time to time and is subject to change;
 - (b) if you take out an Eligible Policy on or after the Launch Date, we will credit you with an amount of YouiDollars equal to 50% of the monthly premium paid by you (or, if you pay your premium annually, an amount equal to one-twelfth of 50% of the annual premium paid by you), which will be credited to you:
 - (i) one month after the date that you pay each premium amount; or
 - (ii) if you pay your premium annually, one month after the date that you would have been required to pay the premium amount were you to pay your premium monthly rather than annually; and
 - (c) for Eligible Policies that you held immediately prior to the Launch Date, in addition to the Bonus YouiDollars, you will be credited with an amount of YouiDollars equal to 50% of the monthly premium paid by you (or, if you pay your premium annually, an amount equal to one-twelfth of 50% of the annual premium paid) on the date that is one month after the date that you pay your premium amount (or, if you pay your premium annually, one month after the date that you would have been required to pay the premium amount were you to pay your premium monthly rather than annually).

For example, if you take out a new Eligible Policy on 1 December (after the Launch Date) and link that Eligible Policy to YouiRewards, you will be credited Bonus YouiDollars on 1 December and if no changes are made to your Eligible Policy, you will be credited the YouiDollars in respect of your December premium on 1 January. For each subsequent month while you continue to hold your Eligible Policy, you will be credited the relevant amount of YouiDollars one month after you pay your premium, so that, for example, the YouiDollars in respect of your February premium will be credited to your YouiRewards Account on 1 March.

- 5.2 To avoid doubt, you will earn YouiDollars for each of your Eligible Policies irrespective of whether you link those Eligible Policies to a YouiRewards Account. However, until an Eligible Policy is linked to a YouiRewards Account, the YouiDollars you earn will be Inactive YouiDollars, and you will not be able to use those Inactive YouiDollars to redeem Rewards. Once you link an Eligible Policy to your YouiRewards Account, the Inactive YouiDollars allocated to that Eligible Policy will be credited to, and displayed in, your YouiRewards Account, and will be able to use those YouiDollars to redeem Rewards in accordance with paragraph 6.

- 5.3 Subject to paragraph 7 below, Inactive YouiDollars will remain allocated to the applicable Eligible Policy until such time as you link that policy to your YouiRewards Account.
- 5.4 If any amendment is made to an Eligible Policy during a month in which you earn YouiDollars, and that amendment results in:
- (a) a reimbursement to you of some or all of the premium you have paid, the YouiDollars that would otherwise have been credited to you for that month will be reduced pro-rata in proportion to the amount of your premium that has been reimbursed to you; or
 - (b) you paying an additional premium amount, the YouiDollars that would otherwise have been credited to you for that month will be increased pro-rata in proportion to the amount of the additional premium that you have paid.
- 5.5 To avoid any doubt, the amendments referred to in paragraph 5.4 will not affect any YouiDollars that have already been credited to your YouiRewards Account.
- 5.6 YouiDollars are earned in whole numbers and will be rounded in your favour.
- 5.7 You acknowledge and agree that YouiDollars:
- (a) can only be used within the App and may only be used to redeem Rewards;
 - (b) are not redeemable for cash and have no monetary value; and
 - (c) are not transferable, nor can they be assigned, to another person (other than in the event of your death, in which case they may be transferred to your beneficiary or other authorised person in accordance with paragraph 5.8).
- 5.8 In the event of your death, any request by the beneficiary, joint policyholder, spouse, immediate family or person authorised on your Eligible Policy to use YouiDollars remaining in the YouiRewards Account must be notified in writing to us within six (6) months of the date of death.

6. Redeeming Rewards

- 6.1 You can only use YouiDollars to redeem Rewards where those YouiDollars have been credited to your YouiRewards Account. To avoid any doubt, you cannot use Inactive YouiDollars to redeem Rewards.
- 6.2 Each Reward will have an amount assigned to it within the App expressed in YouiDollars (the **Amount**).
- 6.3 You can only use YouiDollars to redeem a Reward where you have sufficient YouiDollars in your YouiRewards Account to pay the Amount. You can do this by selecting Accept Offer in the App. Once you select "Accept Offer":
- (a) the relevant Amount will be deducted immediately from the YouiDollars balance in your YouiRewards Account;
 - (b) the Reward will be redeemed and will be available in the Vouchers or "Offers" tab within the App; and
 - (c) the redemption of the Reward, and the deduction of the YouiDollars, is final, and cannot be cancelled or reversed.
- 6.4 You acknowledge and agree that the Rewards, and the goods or services offered or supplied by Rewards Partners, may be subject to separate terms and conditions imposed by those Rewards Partners. Please refer to the Rewards Partner's terms and conditions relevant to the Reward and/or the goods or services.

- 6.5 Unless the terms of a Reward provide otherwise:
- (a) a redeemed Reward will expire 21 days after the date on which you redeem it in accordance with paragraph 6.1; and
 - (b) you may only use a Reward once with the relevant Rewards Partner.
- 6.6 You acknowledge and agree that, once redeemed, Rewards cannot be replaced if lost, stolen or otherwise destroyed.
- 6.7 We may, at any time in our absolute discretion, and without prior notice to you:
- (a) add new Rewards; and/or
 - (b) withdraw, limit, modify, cancel or increase the continued availability of any Reward (including by varying the Price of a particular Reward).

However, doing any of these things will not affect any Rewards that you have already redeemed. We will also use our reasonable endeavours to ensure that, at any given time, we will continue to offer to you a reasonable number of Rewards.

7. Expiry and cancellation of YouiDollars

- 7.1 Subject to paragraph 7.2, YouiDollars earned by you:
- (a) as an Eligible Policy Holder will automatically expire and be forfeit if you have not redeemed those YouiDollars via the App within 18 months of those YouiDollars being earned in accordance with paragraph 5;
 - (b) as a Promotional Participant will automatically expire and be forfeit if you have not redeemed those YouiDollars via the App within the timeframe specified in the relevant Promotion Terms.
- 7.2 Inactive YouiDollars earned by you in respect of an Eligible Policy will automatically be cancelled and forfeit if you cancel that Eligible Policy.

8. Termination

- 8.1 Without prejudice to any other rights or remedies that we may have against you under these Terms and Conditions or at law, if:
- (a) you breach any provision of these Terms and Conditions;
 - (b) you are a Promotional Participant and you breach any provision of the relevant Promotion Terms;
 - (c) you are an Eligible Policy Holder and:
 - (i) you breach any provision of any of your Eligible Policies; or
 - (ii) the premium payable in respect of any of your Eligible Policies is overdue; or
 - (d) we reasonably consider that you have engaged in policy or claim fraud,
- we may, by written notice to you, and with immediate effect:
- (e) cancel and forfeit your YouiDollars (including any Inactive YouiDollars);
 - (f) suspend access to YouiRewards Account; and/or

- (g) terminate these Terms and Conditions and disable your access to the App and/or your YouiRewards Account.

8.2 We may, in our absolute discretion:

- (a) terminate the YouiRewards programme; or
- (b) terminate your access to and use of the App (including by closing your YouiRewards Account),

by giving you not less than 14 days written notice to that effect.

8.3 If we exercise our termination rights under paragraph 8.2:

- (a) all of your Inactive YouiDollars existing at the date we issue that termination notice will automatically be cancelled and forfeit; and
- (b) all of the YouiDollars displayed in your YouiRewards Account at the date we issue that termination notice must be redeemed within 3 months of the date of that notice. If those YouiDollars are not redeemed by you within that 3-month period they will automatically be cancelled and forfeit at the end of that period.

8.4 You may close your YouiRewards Account at any time by sending an email to [youirewards@youi.email](mailto:yuirewards@youi.email). Once we close your account, all of your accrued YouiDollars (including Inactive YouiDollars) will automatically be cancelled and forfeit.

8.5 To the extent permitted by law, we will not be liable to you in way (including in negligence) as a result of exercising our rights under this paragraph 6, including in respect of any YouiDollars that are cancelled and become forfeit in accordance with this paragraph 6.

9. Tax

We do not accept responsibility for, and make no representation concerning, your tax liability as a result of your participation in YouiRewards or from using any of your Rewards, Rewards Partner goods and services, or other facility available under YouiRewards. You are solely responsible for any taxes, GST, duties, levies, fees or other charges levied (including payment of all taxes levied by our Reward Partners) or imposed arising from, as a result of, or in connection with your participation in YouiRewards, the accumulation of YouiDollars, the use of YouiDollars or any other available benefits. We recommend that you consult your accountant or tax adviser regarding possible tax implications, if any, relating to your participation in YouiRewards.

10. Consumer guarantees

To the extent permitted by law, any conditions, warranties, guarantees, rights, remedies, liabilities and other terms implied or conferred by statute, custom or the general law that impose any liability or obligation on us are excluded under these Terms and Conditions. However, if a supply under these Terms and Conditions is a supply of goods or services to a consumer within the meaning of the Australian Consumer Law (contained in Schedule 2 to the *Competition and Consumer Act 2010* (Cth)), nothing contained in these Terms and Conditions excludes, restricts or modifies the application of any provision, the exercise of any right or remedy, or the imposition of any liability under the Australian Consumer Law, except that, to the extent that the Australian Consumer Law permits us to limit our liability, and provided it is fair and reasonable for us to do so, our liability will be limited to:

- (a) in the case of services, supplying the services again or payment of the cost of having the services supplied again; and

- (b) in the case of software or other goods, supplying equivalent goods or having the goods repaired, or payment of the cost of replacing the goods, supplying equivalent goods or having the goods repaired.

Other than in the case of a major failure (as that term is defined in the Australian Consumer Law), we can elect as between the remedies set out in paragraphs (a) and (b) above.

11. **Liability**

11.1 You acknowledge and agree that:

- (a) to the extent permitted by law, YouiRewards and the services provided or made available through the App are made available to you on an 'as is' and 'as available' basis;
- (b) Rewards Partners do not have any authority to make any representation, warranty or statement on our behalf;
- (c) any comments, suggestions, representations or recommendations you may receive from us with respect to YouiRewards (including via the App or from any of our personnel) may not be suitable, accurate or complete and you must not rely on them in a way which may give rise to any loss or damage. If you intend to rely on anything in connection with YouiRewards, your reliance should be based solely on your own judgment including as to the extent to which you should obtain or use YouiDollars; and
- (d) any comments, suggestions, representations or recommendations you may receive from us with respect to YouiRewards (including via the App or any of our personnel) will not be deemed to be financial advice, general advice or personal advice.

11.2 To the extent permitted by law, we make no warranties or representations (whether express or implied), and we will not be responsible for any liability (including for consequential loss) with respect to the quality, standard, acceptability, fitness for purpose or suitability of any:

- (a) Reward; or
- (b) goods or services provided by a Rewards Partner from the redemption of a Reward.

Any warranty or other claims should be directed to the relevant Rewards Partner.

11.3 To the extent permitted by law, we exclude liability for all direct, indirect or consequential liabilities, losses, damages, costs and expenses (including loss of revenue, loss of goodwill, downtime costs, loss of profit, loss of or damage to reputation, loss under or in relation to any other contract, loss of data, loss of use of data or loss of anticipated savings or benefits), whether arising in contract, tort (including negligence) or otherwise, suffered or incurred by you:

- (a) in connection with or in any way relating to YouiRewards, your YouiRewards Account, your YouiDollars, any Rewards, goods or services provided by a Rewards Partner from the redemption of a Reward, and/or the App (or any content and/or services provided or made available through the App), including as a result of:
 - (i) any act, error or omission of any Rewards Partner (including any non-issuance of a good or service in relation to a Reward or delay in supplying a good or service, or otherwise not providing a good or service in accordance with the Reward Partner's terms and conditions applicable to a Reward);
 - (ii) any act, error or omission by us in the course of providing YouiRewards;
 - (iii) any suspension and/or termination of YouiRewards, including the ability for you to earn and redeem YouiDollars;
 - (iv) any tax liability incurred by you;

- (v) any disruption to or unavailability of YouiRewards; or
- (vi) any fraudulent use, misuse or misappropriation of your YouiRewards Account;
- (b) arising from any circumstance beyond our control; and
- (c) otherwise under or in connection with these Terms and Conditions.

11.4 The limitations and exclusions of liability under paragraphs 8.5 and 11.3 do not apply to the extent that the relevant liability arose directly as a result of our gross negligence or wilful misconduct.

12. Variation of these Terms and Conditions

12.1 We may change these Terms and Conditions from time to time, including by:

- (a) varying the manner in which YouiDollars are calculated and earned;
- (b) introducing a cap on the amount of YouiDollars that you may earn;
- (c) establishing additional ways for you to earn YouiDollars;
- (d) cancelling any or all of the recognised ways you can earn YouiDollars; and
- (e) including or excluding specific types of policies from being Eligible Policies.

12.2 If we reasonably consider that the change is likely to:

- (a) benefit you or have a neutral or minor detrimental impact on you, we may change these Terms and Conditions by making such changes immediately without notifying you except by publishing these Terms and Conditions (as amended) via the App; or
- (b) have a significant detrimental impact on you, we will make such changes to these Terms and Conditions no sooner than 10 days after we have notified you of those changes via email.

12.3 If you do not accept a change made by us to these Terms and Conditions:

- (a) you may close your YouiRewards Account by sending an email to youirewards@youi.email; and
- (b) you should tell us in that email whether you wish to spend or forfeit your remaining YouiDollars.

13. Comments and complaints

13.1 If you are having difficulties accessing the App or your YouiRewards or would like to lodge a complaint, please contact us at youirewards@youi.email. We take your feedback seriously and will promptly investigate and respond to all genuine complaints.

13.2 If you have any questions relating to these Terms and Conditions, YouiRewards or any other aspect of the App, please contact us via email at youirewards@youi.email, call us on 13 YOUI (9684), or contact us via our website at www.youi.com.au/rewards or from the Contact Us section in the App.

14. General

14.1 We handle personal information we collect and hold about you in accordance with our [Privacy Policy](#). Our Privacy Policy forms part of these Terms and Conditions.

- 14.2 You agree that we may provide certain of your personal information to our Rewards Partners and other contractors and agents engaged by us for the purpose of administering YouiRewards.
- 14.3 Information regarding your YouiRewards Account may be obtained by a joint policyholder or any other person that you or your joint policyholder has authorised to obtain information on the policies linked to the YouiRewards Account.
- 14.4 You must not assign, sublicense or otherwise deal in any other way with any of your rights under these Terms and Conditions.
- 14.5 If a provision of these Terms and Conditions is invalid or unenforceable, it may be severed from these Terms and Conditions, and the remaining provisions of these Terms and Conditions will continue in force.
- 14.6 These Terms and Conditions will be governed by and construed in accordance with the laws in force in the State of Queensland, Australia, and you unconditionally submit to the jurisdiction of the courts of the State of Queensland, Australia and any courts which have jurisdiction to hear appeals from such courts.
- 14.7 In these Terms and Conditions:
- (a) paragraph headings are for convenience only and do not affect the interpretation of these Terms and Conditions;
 - (b) words importing the singular include the plural and vice versa;
 - (c) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word has a corresponding meaning;
 - (d) a reference to any legislation includes all delegated legislation made under it and amendments, consolidations, replacements or re-enactments of any of them;
 - (e) the meaning of general words is not limited by specific examples introduced by **including, for example, such as** or similar expressions.