

Friends with Benefits (FWB) Program: Membership terms and conditions

1. Who can join?

Membership of the FWB Program is open to residents of Australia aged 18 years or over. Participation in this Program constitutes acceptance of these terms and conditions. Your membership is personal to you and can only be used by you.

2. How to join?

2.1. To become a member of the FWB Program, please:

- 2.1.1. Fill in the online form at mdwa.org.au which will include your name, valid email address, date of birth and mobile phone number and will be sent to one of our team members to process; and then
- 2.1.2. Create your own direct bank transfer to MDWA at the amount quoted in condition 5 of these Terms & Conditions.

2.2. MDWA may require you to provide suitable identification at the time of joining the Program or to confirm your identity when redeeming Benefits or to ensure that your membership is not used fraudulently or otherwise in breach of these terms and conditions.

3. What are the Benefits?

3.1. Subject to the terms and conditions of the scheme, all Members will receive milestone benefits, detailed on an annual basis.

3.2. All benefits are to be collected from the MDWA office upon notification of reaching anniversary milestones

3.3. All benefits are to be used in accordance with the terms and conditions outlined on each offer or voucher supplied by program partners.

3.4. Anniversary milestones include:

- 3.4.1. One month anniversary milestone: on the first day of the month after you have been a fully paid member for one (1) full month
- 3.4.2. Six-month anniversary milestone: on the first day of the month after you have been a fully paid member for six (6) full months
- 3.4.3. One year anniversary milestone: on the first day of the month after you have been a fully paid member for twelve (12) full month

3.5. The benefits listed in the one month milestone above are offered in conjunction with several program partners, and are subject to change at any time in the sole and absolute discretion of MDWA.

3.6. Subject to availability and program partners and subject to the right of MDWA to terminate or amend the scheme at any time in accordance with its operational requirements or changing commercial circumstances, the benefits received at anniversary milestones listed above will roll over annually and be available to members in every subsequent year of FWB Membership.

- 3.7. Bonus Benefit: the first 40 (forty) people who join the FWB Program and have paid their first month of membership will receive one (1) complimentary fish and chips with a glass of beer, house wine or soft drink at Clancy's Fish Pub. This benefit is redeemable at City Beach, Fremantle and Canning Bridge subject to availability.

4. Benefits Terms and Conditions

- 4.1. Benefits may only be redeemed by FWB Program members and MDWA reserves the right to seek verification as it deems fit at any time as a condition to the redemption of any benefit.
- 4.2. Benefits are not transferable or exchangeable for cash; are valid as per individual voucher terms & conditions; cannot be used to buy gift cards; cannot be used to pay delivery fees; are forfeited if the purchase is returned (unless returned because it is faulty or as required by law); and automatically expire on the date stated on the voucher. No change will be given for any unused portion of a Benefit. Lost or stolen Benefits or Offers will not be replaced
- 4.3. The Membership is for your own personal use only and Benefits must not be used for commercial purposes*. (*MDWA will be the sole arbiter of the meaning of 'commercial purposes').
- 4.4. MDWA reserves the right to amend or stipulate additional terms and conditions for any Program Benefits, which will be provided at the time of each Benefit
- 4.5. MDWA reserves the right to limit the total value of Benefits per member per annum
- 4.6. Benefits can only be redeemed at each milestone and when all weekly, fortnightly, monthly or annual membership amounts have been fully paid and up to date

5. FWB Membership and electronic funds transfer (EFT)

- 5.1. By accepting these terms and conditions, you agree to maintain scheduled payments for a minimum of 12 months, whether paid in weekly, fortnightly or monthly instalments, or one annual up-front payment. Total amount to be paid is \$520
- 5.2. To commence your annual membership, you can choose the amount and regularity of EFT payments, which will be recorded against your membership. Please allow up to one week for details of your initial EFT to be allocated to your membership and up to 5 weeks for any Benefits or Offers to be issued in accordance with the anniversaries named in condition 3 above.
- 5.3. To maintain your membership and for it to be valid to redeem benefits at each milestone, all weekly, fortnightly, monthly or annual subscription fees must be fully paid and up to date. In the event that your membership is terminated or any individual payment is not made then MDWA shall be entitled to immediately cease the Benefits.
- 5.4. Your annual membership of \$520 is payable only via EFT, via one (1) of the options below:
- \$10 per week
 - \$20 per fortnight
 - \$43 per calendar month

- \$520 as a one-off payment with an annual roll-over date set for subsequent years

5.5. Your recurring EFT payment needs to be direct deposited into Muscular Dystrophy WA's bank account, the details of which will be provided to you after you sign up.

6. Limitation of Liability

MDWA and its associated agencies and companies are not responsible for any problems, delays, or inability to operate this Program; any liability for emails which are misdirected, not received or lost; or any technical malfunction beyond MDWA's control. To the maximum extent permitted by law, MDWA excludes all liability for any loss (including indirect or consequential loss), damage, personal injury, or death which is suffered or sustained in connection with this Program. This Program and related benefits are provided to you on an "as is" basis without warranties of any kind, either express or implied under laws other than those that cannot be lawfully excluded, including without limitation warranties of title or implied warranties of merchantability or fitness for a particular purpose. From time to time, there may be information on the MDWA website or in other promotional materials that contains typographical or other errors, inaccuracies, or omissions that may relate to product descriptions, pricing, and availability. MDWA reserves the right to correct any errors, inaccuracies or omissions and to change or update information.

7. Privacy

7.1. MDWA's collection, use and disclosure of your personal information will be governed in accordance with its privacy policy available <https://www.mdwa.org.au/the-serious-stuff>.

7.2. FWB Program members consent to receive marketing communications, news and special offers from MDWA from time to time. You acknowledge that a primary purpose of the Program is to raise funds for MDWA and in doing this we will engage in marketing communications with you. You may contact us at any time to change how MDWA communicates with you, including opting out of marketing communications or not receiving communications via email.

7.3. To unsubscribe, simply email emma@mdwa.org.au to unsubscribe from FWB's email marketing communications.

8. Suspension or termination of membership

8.1. By MDWA: MDWA may suspend or terminate a FWB membership at any time in its discretion, if it has reason to believe that a member has not complied with these terms and conditions.

8.2. By you: you may withdraw from the Program and delete your account at any time by contacting mark@mdwa.org.au

8.3. Please allow up to 7 days for MDWA to give effect to a request to terminate a membership.

8.4. Any Benefits will be automatically cancelled and forfeited on termination.

9. General Terms and Conditions

- 9.1. No transfer: Membership accounts or Benefits or Offers cannot be assigned, transferred or combined with other accounts.
- 9.2. Errors: MDWA reserves the right to cancel or reverse any Benefits or Offers issued in error or remove any transaction which has been cancelled or reversed or where MDWA reasonably believes fraudulent or inappropriate conduct has occurred.
- 9.3. Discontinuation: MDWA may at any time by notice to members, amend, discontinue, withdraw or terminate the Program at any time.
- 9.4. Variations: MDWA may amend these terms and conditions at any time by publishing them on the MDWA website (mdwa.org.au).
- 9.5. Waiver: Any delay or failure by MDWA in exercising its rights under these terms and conditions does not constitute a waiver of those rights, unless such waiver is in writing and signed by an authorised representative of MDWA.
- 9.6. Changes to your details: To ensure you receive information about the Program, please advise MDWA of any changes to your name or contact details. MDWA may request that you provide additional information to verify these changes.
- 9.7. Currency: All amounts stated in these terms and conditions are in Australian dollars.
- 9.8. Governing law: These terms and conditions are governed by Australian law.
- 9.9. Interaction with other terms: These terms and conditions are additional to any other terms and conditions and policies that apply to your use of the MDWA website or any other voucher, discount, or offer of MDWA.

10. When does the FWB Program start?

This Program commences on 14 February 2020 with no set closing date.