

Chemist King Discount Pharmacy Rewards Program Terms and Conditions

Chemist King Discount Pharmacy Rewards Program (**Know It All**) is a customer loyalty program managed and operated by Magikos Marketing Pty Ltd (ABN 90 168 307 640) trading as Know It All (**Know It All**) on behalf of certain pharmacies (**Participating Pharmacies**) operating under the **Chemist King Discount Pharmacy** banner for the benefit of their customers.

Participation and Membership

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1. By providing personal information to a Participating Pharmacy (**Your Participating Pharmacy**) for the purpose of the Program, **You** (being the person who has provided the personal information) agree:
 - (i) to these Terms and Conditions which govern the operation of the Program; and
 - (ii) to the collection, use and disclosure of Your Personal Information in accordance with these Terms and Conditions; and
 - (iii) to become a member of the Chemist King Discount Pharmacy Rewards Program (**Chemist King Discount Pharmacy Member**),
and any rights you grant to Know It All under these Terms and Conditions may be exercised by Know It All and /or Your Participating Pharmacy as applicable.
2. On becoming a member of the Program, You may be issued with a Chemist King Discount Pharmacy Card. However, some Participating Pharmacies operate on a cardless account basis. The Chemist King Discount Pharmacy Member is the person in whose name the account is held, irrespective of whether a card is held or who holds the card. The benefits of the Program (including Chemist King Discount Pharmacy Redeemable Dollars, any Vouchers or other offers) are personal to you and may only be redeemed by you as the Chemist King Discount Pharmacy Member or Your authorised representative on your behalf.
3. Know It All reserves to the right to remove You as a Chemist King Discount Pharmacy Member if:
 - (i) the information you have provided is not Your personal information; or
 - (ii) you are not over 18 years old or have not provided evidence of that you are over 18 at the request of Know It All or Your Participating Pharmacy; or
 - (iii) any information you have provided Know It All or Your Participating Pharmacy is inaccurate, incorrect or misleading in any material way.
4. Subject to clause 19, the benefits of the Program (including Chemist King Discount Pharmacy Redeemable Dollars, any Vouchers and other offers) may only be used at Your Participating Pharmacy (i.e. the Participating Pharmacy at which you first signed up for the Program).
5. Know It All reserves the right to withdraw the Chemist King Discount Pharmacy Card and/or your membership as a Chemist King Discount Pharmacy Member if
 - (i) Your Participating Pharmacy withdraws from the Program; or
 - (ii) Your Participating Pharmacy's association with Know It All terminates or expires; or
 - (iii) Know It All withdraws the provision of the loyalty services more generally,
and where possible Know It All will use best endeavours to provide you reasonable notice of this.
6. For the avoidance of doubt, the Chemist King Discount Pharmacy Card cannot be used as a credit or guarantee card.

Earning and Redeeming Chemist King Discount Pharmacy Reward Points

7. You will earn Chemist King Discount Pharmacy Reward Points (**Chemist King Discount Pharmacy Points**) for Qualifying Purchases at Your Participating Pharmacy. To earn Chemist King Discount Pharmacy Points, You must present Your Chemist King Discount Pharmacy Card at time of purchase (where you have one) or otherwise advise Your Participating Pharmacy you are a Chemist King Discount Pharmacy Member. Chemist King Discount Pharmacy Points cannot be claimed retrospectively, unless authorised by Your Participating Pharmacy. Chemist King Discount Pharmacy

Points will be recorded on Your account held by Know It All, which (if applicable) is associated with your Chemist King Discount Pharmacy Card. The number of Chemist King Discount Pharmacy Points you have accumulated will be printed at the bottom of the receipt each time you scan your Chemist King Discount Pharmacy Card or advise Your Participating Pharmacy that you wish the Qualifying Purchase to earn Chemist King Discount Pharmacy Points for the Program.

8. The rate at which you earn Chemist King Discount Pharmacy Points for each dollar spent will be determined by Your Participating Pharmacy. Each Chemist King Discount Pharmacy Point then translates to Chemist King Discount Pharmacy Redeemable Dollars at a rate determined by Your Participating Pharmacy. You should ask Your Participating Pharmacy what this is. *For example*, if the rate elected by Your Participating Pharmacy is 1 Chemist King Discount Pharmacy Point for every dollar spent and 0.05 Redeemable Dollars for every Chemist King Discount Pharmacy Point, then Chemist King Discount Pharmacy Redeemable Dollar if you spend \$100, you earn 100 Chemist King Discount Pharmacy Points and will obtain Chemist King Discount Pharmacy Redeemable Dollars to the value of \$5.00 which can be redeemed on Qualifying Purchases.
9. The redemption of Chemist King Discount Pharmacy Redeemable Dollars in conjunction with other offers, gift vouchers and lay-buy purchases is at the discretion of Your Participating Pharmacy.
10. Your Participating Pharmacy may set a minimum number of Chemist King Discount Pharmacy Points to be reached before allowing redemption.
11. The rate of earning Chemist King Discount Pharmacy Points and/or the rate at which they convert to Chemist King Discount Pharmacy Redeemable Dollars may be changed at the sole discretion of Your Participating Pharmacy by advising you by way of an e-mail and/or SMS notification and/or by Your Participating Pharmacy displaying a notice to that effect at the Point of Sale. Any change does not affect your Chemist King Discount Pharmacy Redeemable Dollars earned prior to the date of any such change and any Chemist King Discount Pharmacy Points may be adjusted to ensure your Chemist King Discount Pharmacy Redeemable Dollars earned remain unaffected.
12. A Qualifying Purchase is each purchase that is not for:
 - (i) a prescription item; or
 - (ii) health services (such as a vaccinations or opioid substitution program services) that are subsidised by the government; or
 - (iii) certain goods or services nominated by Your Participating Pharmacy (which may include low value items, nappies or infant formula). For more details ask Your Participating Pharmacy.
13. Know It All reserves the right to withdraw, limit, alter or amend Your Chemist King Discount Pharmacy Point balances at any time, in the event of an error (technical or human) or suspected fraud.
14. Bonus Points may be offered from time to time during special promotions on selected merchandise and can be earned in addition to standard Chemist King Discount Pharmacy Points, and may be subject to separate terms.
15. Except as expressly provided by these terms and conditions, Chemist King Discount Pharmacy Points cannot be exchanged for cash and cannot be sold, transferred, assigned or otherwise dealt with. In some cases gifting to a charitable organisation may be offered as an option by a particular Participating Pharmacy. Please ask Your Participating Pharmacy if this is something of interest to you.
16. Your Participating Pharmacy may issue vouchers in conjunction with any special offers or special occasions (**Vouchers**). No Voucher can be redeemed for cash and Vouchers cannot be sold, transferred, assigned, or otherwise dealt with except in accordance with these terms and conditions.

17. Vouchers vary for each promotion and are at the sole discretion of Know It All and/or Your Participating Pharmacy. Vouchers must be redeemed by You before the expiry date at Your Participating Pharmacy and cannot be exchanged or returned.
18. Your Participating Pharmacy is entitled to assume, on presentation of a voucher, that the presenter is You, or has Your authorisation to request and receive the Special Reward, Special Prize or Special Offer. Your Participating Pharmacy is entitled to request some form of identification from the bearer of the Voucher but it not obliged to verify the holder of the voucher is You.

Use of the Chemist King Discount Pharmacy Card

19. The Chemist King Discount Pharmacy Card may only be used at Your Participating Pharmacy (i.e. where you first signed up for the Program, unless Your Participating Pharmacy is part of a network of local area of pharmacies which allows the sharing of Chemist King Discount Pharmacy Points between its pharmacies (in which case all those pharmacies are deemed to be Your Participating Pharmacy)). You should assume that Your Participating Pharmacy is not part of a network of pharmacies, unless you have been expressly advised of this and which pharmacies form part of that network.
20. If a Chemist King Discount Pharmacy Card is lost or stolen, You may apply for a new Chemist King Discount Pharmacy Card from Your Participating Pharmacy. Chemist King Discount Pharmacy Points credited to the lost or stolen Chemist King Discount Pharmacy Card will be transferred to any replacement Chemist King Discount Pharmacy Card where possible, but it is Your responsibility to contact Your Participating Pharmacy to enable these processes to take place. Know It All and Your Participating Pharmacy take no responsibility or liability for Chemist King Discount Pharmacy Points that You may lose in the event of another individual using Your lost or stolen Chemist King Discount Pharmacy Card or a technical error has occurred and we cannot transfer your Chemist King Discount Pharmacy Points.
21. You may obtain a replacement Chemist King Discount Pharmacy Card for a damaged Chemist King Discount Pharmacy Card by taking the damaged Chemist King Discount Pharmacy Card into Your Participating Pharmacy. Where possible, any Chemist King Discount Pharmacy Points recorded on the damaged card will be transferred to the replacement Chemist King Discount Pharmacy Card.

Privacy

22. Personal and other information concerning You including information disclosed on Your enrolment for the Program and information about Your use of the Chemist King Discount Pharmacy Card (**Your Information**) is collected by Your Participating Pharmacy and Know It All.
23. Your Information is being collected for the purposes of administering, operating and managing the Program that you have signed up to, as well as activities relating to the promotion, planning, researching and marketing of Know It All's and Your Participating Pharmacy's goods, services or product. Your Information may also be deidentified and aggregated for use in marketing and research purposes.
24. By joining the Program in Your Participating Pharmacy you understand that you may receive communications from Know It All and/or Your Participating Pharmacy via email, SMS, or direct mail, from time to time and that You have the option to unsubscribe from any form of communication at any time.
25. By continuing to participate in the Program, you confirm your consent to the collection, storage, disclosure and use of Your Information as outlined in these Terms and Conditions. If you no longer consent to the collection, storage, disclosure and use of Your Information, please contact us at support@knowitall.net.au and Your information will be removed from Know It All's database. Your withdrawal of your consent means that You will not be able to participate in the Program and any

accumulated Chemist King Discount Pharmacy Points and associated Chemist King Discount Pharmacy Redeemable Dollars that you may be entitled to will be lost.

26. In addition to Know It All and Your Participating Pharmacy disclosing Your Information to each other, Your information may be disclosed to Know It All's affiliates for the purposes of assisting Know It All and its affiliates to meet the objectives disclosed in clause 23 above. Prize and Special Offer providers may also be given Your Information as required to issue a prize (for example if the prize involves a flight, Your Information may be provided to the provider of that flight). Your Information is unlikely to be disclosed by Know It All to any entity overseas.
27. You acknowledge that as a condition to accepting any Special Reward, Special Prize or Special Offer, you agree that Know It All and Your Participating Pharmacy may use your name and a photograph of you in any associated promotional material, and that your acceptance of such Special Reward, Special Prize or Special Offer is confirmation of your consent to this.
28. For further information on how Know It All and its affiliates deal with personal information, how You may access personal information held by them, how you may wish to request a correction or make a complaint about a breach of the Australian Privacy Principles and how Know It All will deal with those matters, please refer to the [privacy policy](#) of the Platform Alliance Group (of which Know It All is a member).
29. The terms of clauses 22 to 28 constitute Know It All's Privacy Collection Statement which only applies with respect to Know It All's collection, use and disclosure of Your Information.
30. You should separately contact Your Participating Pharmacy for details of how it deals with personal information or any privacy concerns you may have, which may include your withdrawal of your consent to Your Participating Pharmacy holding Your Information.

General

31. To the maximum extent permitted by law Know It All is not liable to you for:
 - (i) any unavailability of your account or any interruption or disruption to the provision of associated services relating to the Program; or
 - (ii) illegal use of or misuse of your Chemist King Discount Pharmacy Card or account; or
 - (iii) any injury or loss that results from your participation in any way in the Program.
32. The benefit of any exclusion or limitation of liability in these terms and conditions also applies to any affiliate of Know It All that assists with the provision of the Program and Your Participating Pharmacy.
33. No act or omission by Know It All, its affiliates or Your Participating Pharmacy constitutes a waiver of any rights that it has or may have, unless confirmed in writing and signed by that party.
34. If any provision of these Terms and Conditions is void, voidable, unenforceable, or illegal in its terms, but would not be void, voidable, unenforceable or illegal if it were read down and, it is capable of being read down, that provision will be read down accordingly. If, notwithstanding the foregoing, a provision is still void, voidable, unenforceable or illegal:
 - (i) if the provision would not be void, voidable, unenforceable or illegal if a word or words were omitted, that word or those words are severed; and
 - (ii) in any other case, the whole provision is severed,and the remainder of these Terms and Conditions will be of full force and effect.

35. Know It All is the operator and owner of the Chemist King Discount Pharmacy Rewards Program. Communications to Know It All, can be sent to c/o The Platform Alliance Group, 15-17 Chapel Street, Cremorne VIC 3121.

36. These Terms and Conditions are governed by and construed in accordance with the laws of Victoria and the courts of Victoria have the exclusive jurisdiction to determine any matter, issue or dispute resulting from, or otherwise in connection with, these Terms and Conditions.