

## **Noodle Crew Terms & Conditions**

1. The Noodle Crew Loyalty Program ("Noodle Crew") is open to residents of Australia and can be used within any Noodle Box store located within Australia only.
2. By registering and/or using your Noodle Crew card, you consent to the terms of this agreement.
3. To become a Noodle Crew member, you must:
  - (a) collect a Noodle Crew membership card with the purchase of any food or drink item from any Noodle Box store; and
  - (b) activate the membership card by visiting [www.noodlebox.com.au/noodlecrew](http://www.noodlebox.com.au/noodlecrew) and inputting all of the requested information on the sign up form found on the "Activate my Account" page.
4. Noodle Box reserves the right to decline any membership application in its absolute discretion.
5. There is a strict limit of one Noodle Crew card per person.
6. Only one Noodle Crew card can be activated per email address.
7. Once your membership is activated, you are eligible to earn Noodle Dollars ("Noodle \$") in accordance with these terms and conditions. Noodle \$ will be earned on the basis of 10% of your total spend (including GST) in a Noodle Box store. For example, if you spend AUD\$10.00 (including GST) at a Noodle Box store you will earn 1 Noodle \$.
8. You will be entitled to redeem all or any portion of any Noodle \$ earned to receive a free product or discount to a value which corresponds to the value of Noodle \$ earned by you. For example, if you have earned 10 Noodle \$ you will be entitled to a discount of AUD\$10.00 (including GST) or a product to the value of AUD\$10.00 (including GST). Redemption is not available if you purchase a drink item only.
9. All Noodle Box stores will accept Noodle Crew cards and award and/or redeem Noodle \$ in line with these and conditions.
10. Noodle Box stores reserve the right to not accept a Noodle Crew card should they believe that the use is unauthorised, fraudulent or otherwise unlawful.
11. From time to time, Noodle Box may offer special promotions. These special promotions may include an opportunity for you to earn Noodle \$ at a value which is different to that which is set out in item 7, above. However, Noodle Box will allow you to choose whether you would like to participate in the special promotion and accept this amended Noodle \$ value.
12. Noodle \$'s can not be earned in conjunction with a discounted purchase, special offer or promotion. This will be clearly stated on discount purchase, special offer or promotional marketing material. Noodle Crew members can however use any earned Noodle \$'s towards the price of a discounted purchase, special offer or promotion.
13. Noodle \$ are not transferable or redeemable for cash.
14. Noodle \$ have a 12 month expiry from the date that the last Noodle \$ was awarded in a Noodle Box store.
15. Noodle \$ may, at Noodle Box's discretion, also be earned for completing customer research surveys or during special promotions as advised by Noodle Box by email.
16. Only active Noodle Crew members will be able to redeem any Noodle \$ awarded.

17. You are entitled to 10 Noodle \$ which are earned on the day of your birthday. These 10 Noodle \$ will expire if not redeemed within 7 days. Noodle Box takes no responsibility if you have incorrectly entered your birth date during the sign up process.
18. If a Noodle Crew card is lost or stolen, Noodle Box will replace the card and award any Noodle \$ accrued provided you notify Noodle Box of the loss within 3 months of the last Noodle \$ that was awarded to you. If you notify Noodle Box after this time Noodle Box will replace the card, however all Noodle \$ will be forfeited.
19. [#Cards that are notified to Noodle Box as lost or stolen will be immediately cancelled and void].
20. If you forget or lose your password you should go to the "Your Account" page at [www.noodlebox.com.au/noodlecrew](http://www.noodlebox.com.au/noodlecrew) and select the "lost password" link and enter your email address. The password will be sent to your nominated email address.
21. Your personal details excluding your date of birth can be updated at any time by visiting the "Your Account" page at [www.noodlebox.com.au/noodlecrew](http://www.noodlebox.com.au/noodlecrew) and selecting the "Edit my details" link.
22. Should you enter your birth date in incorrectly during sign up, you will need to email [noodlecrewsupport@noodlebox.com.au](mailto:noodlecrewsupport@noodlebox.com.au) for this to be updated. Date of births can only be updated once every 12 months.
23. [#No fees will be charged by Noodle Box for the issue, activation or use of the Noodle Crew membership card.]
24. If any services provided by Noodle Box to you under these terms and conditions are within the scope of the Australian Consumer Law set out in Schedule Two of the Competition and Consumer Act 2010 (Cth) ("ACL") then, subject to the provisions of the ACL, a number of guarantees will apply in respect of the services under the ACL including:
- (a) the services being rendered with due care and skill;
  - (b) the services being fit for the purpose for which the services are being acquired, any disclosed purpose or being capable of achieving any disclosed result; and
  - (c) the services being supplied within a reasonable time.
25. Noodle Box does not offer any other guarantees other than those contained in the Consumer Guarantee provisions of the ACL. To the maximum extent permissible by law Noodle Box will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with Noodle Box's provision of services to you under these terms and conditions, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
26. Noodle Box reserve the right to alter these terms and conditions at any time and will notify you by email. If such changes are not acceptable to you, you have the right to cancel your Noodle Crew membership by sending an email to Noodle Box at [noodlecrewsupport@noodlebox.com.au](mailto:noodlecrewsupport@noodlebox.com.au). Any Noodle \$ accrued by you at the time of cancellation will be provided to you in the form of [#vouchers].
27. Information collected from you in connection with your Noodle Crew membership will be used in accordance with these terms and conditions and the Noodle Box Privacy Policy
28. References to "Noodle Box" in these terms and conditions are references to [#Noodle Box Pty Ltd ABN 61 078 757 614] of 13A, 663 Victoria Street, Abbotsford, Victoria, 3067.