

## CityCycle Member Rewards Program

Effective January 2019

### CityCycle Members

#### Definitions

Membership – refers to a Monthly Membership (\$5/month) or a Student Monthly Membership (\$3/month).

Journey – when a bike is taken out from a station and returned to the same, or another station more than 2 minutes after being hired.

JCDecaux, We or Us – JCDecaux CityCycle Australia Pty Limited.

#### Eligibility and enrolment

If you hold a current membership you are automatically enrolled in the Rewards program.

New members are automatically enrolled in the program upon commencement of their Membership.

Only memberships kept in good standing and which are not overdue or outside validity are eligible for rewards within the program. We may remove any person from the Rewards program if we believe, on reasonable grounds, that the person has provided false information or has tried to artificially manipulate the trip count or the Rewards Program.

#### Earning Rewards

Every CityCycle journey taken on a Membership is calculated on a monthly basis and counts towards the Rewards Program for a period of 12 months, from 1 January 2019, or from the start of the month in which you initiate your membership. The journeys which count towards the Rewards Program are then adjusted for subsequent 12-monthly periods as set out below.

Membership Tier	Journeys required	Rewards
Silver Member	100-249 journeys	Silver Membership card CityCycle bonus minutes
Gold Member	250-499 journeys	Gold Membership card CityCycle bonus minutes Gift
Platinum Member	500 + journeys	Platinum Membership card CityCycle bonus minutes Gift

## **Memberships**

### *Silver*

Members who take over 100 journeys but less than 250 journeys within a 12 month period will become a Silver Member. Once the first 12 months has elapsed, the member will remain a Silver Member, and their journey count will reset to 100. Any journeys taken over and above the minimum required will be discounted for the purpose of the following 12-month period. Upon commencement of the following 12-month period, the member will only require an additional 150 journeys to become a Gold Member or 400 journeys to become a Platinum Member.

### *Gold*

Members who take over 250 journeys but less than 500 journeys within a 12 month period will become a Gold Member. Once the first 12 months has elapsed, the member will remain a Gold Member, and their trip count will reset to 250. Any journeys taken over and above the minimum required will be discounted for the purpose of the following 12-month period. Upon commencement of the following 12-month period, the Member will only require an additional 250 journeys to become a Platinum Member.

### *Platinum*

Members who take over 500 journeys within a 12 month period will become a Platinum Member. Once the first 12 months has elapsed, the member will remain a Platinum Member.

## **Lapsed Memberships**

If a membership lapses, members have up to 12 months to renew their membership. If a membership is renewed using the existing membership number, the annual journey count will continue from where the membership lapsed.

If a membership lapses and the member signs up with a new membership, they will forfeit the journey count from their previous membership and a new 12 month period will commence as of the 1<sup>st</sup> of the month that their new membership commenced.

## **Notice of rewards**

We will notify you via email, text message or post when you reach one of our membership tiers.

## **Delivery of Rewards**

JCDecaux will use best endeavours to ship the rewards item to members upon achievement of each tier, however no guarantees will be made regarding successful delivery of the product, damage to the product upon arrival, or timely delivery. Rewards are as per the attached schedule – this may change from time to time based on product availability.

## **Changes to these terms**

We may add or change rewards and make changes to these terms at any given time without giving prior notice to you. The journey count provided by JCDecaux to the customer for each tier is to be considered final and is not negotiable.

We may vary the number of points required to reach membership tiers. However, we will give existing members at least 30 days' notice of these changes via email correspondence.

We may suspend or cancel the program at any time, however, we will give existing members at least 30 days' notice.

### **Personal Information**

Personal information used or processed in connection with our Rewards program will be handled in accordance with the JCDecaux Australia Privacy Policy which can be accessed here

<https://www.jcdecaux.com.au/privacy-policy>

### **Disclaimer**

- (a) Subject to sub-clause (b) below, except as expressly provided in these terms, JCDecaux makes no warranties of any kind with respect to the services provided in connection with the Member Rewards Program.
- (b) Nothing in these terms is intended to exclude or limit JCDecaux's liability which may not be excluded or limited by law, including statutory guarantees and obligations implied by the Australian Consumer Law or the Australian Competition and Consumer Act. If JCDecaux incurs any liability under or as a result of any such non-excludable provisions, then JCDecaux's liability is limited to (at JCDecaux's election) resupplying the relevant services or the cost of resupplying the relevant services.

## **SCHEDULE**

Rewards as at 01/05/2019:

Gold Membership reward – CityCycle branded cooling towel

Platinum Membership reward – CityCycle branded power bank