# HOME CLUB TERMS & CONDITIONS

Please read these terms and conditions carefully before using Our Service.

#### INTRODUCTION

- 1.1 Home Club is a pilot rewards program offering sister site access to Home residents (**Residents**) who renew their lease for 12 months or more or sign a lease as a new tenant for a minimum of 24 months.
- 1.2 Subject to clause 2.4 below, if eligible, Residents will be issued a Home Club Rewards Card, which is required to redeem benefits from Home Club.
- 1.3 By participating in the Home Club rewards program, Residents acknowledge and agree to these Terms and Conditions and Home's Privacy Policy (which can be found at https://www.homeapartments.com.au/privacy-policy/ and which are incorporated herein by reference).
- 1.4 By participating in the Home Club rewards program, using or attempting to use or access any Rewards or Benefits, you acknowledge that you have read the Privacy Policy and understand and agree that Home will collect, use, store and disclose personal information in accordance with its terms.

## ELIGIBILITY AND ENROLMENT

- 2.1 Home Club is open to Residents aged 18 years or older.
- 2.2 Residents are only eligible if they have renewed their lease and have agreed to enter into a further 12 month Residential Rental Agreement, or if as a new tenant they sign up for a minimum term of 24 months.
- 2.3 The Home Club rewards program shall apply to the lease associated within the residing property, and not on a per occupant / Resident basis. Meaning, the Home Club Rewards and Benefits (outlined in clause 3.1 below) will be shared between all renters under the relevant Residential Tenancy Agreement as a 'Household', not on a per individual occupant / Resident basis.
- 2.4 Home reserves the right to refuse or suspend Home Club Reward and Benefits and / or terminate Home Club membership at it's sole and absolute discretion.
- 2.5 The Home Club rewards program is only valid from the start date and to the end date of the rewnewed or 24+ monthlease.
- 2.6 If the relevant Residential Tenancy Agreement or lease is terminated, all Rewards and Benefits associated with Home Club will also be terminated.

#### HOME CLUB REWARDS AND BENEFITS

- 3.1 Home Club rewards program Residents, on a per lease / household basis, will receive the below Rewards and Benefits as part of their Home Club rewards program membership. Each lease / household is provided with the following:
  - 3.1.1 (2) x **Sister Site Passes** per month to access any of our Home Properties' shared spaces (as set out below) per lease / household. Monthly Sister Site Passes will be forfeited if they are not redeemed within the relevant month.
  - 3.1.2 Each Sister Site Pass is valid for (1) person of the lease / household only.
  - 3.1.3 Each **Sister Site Pass** provides access to shared spaces Home Offices (co-working spaces), Gyms, Pools, Resident Lounges and outdoor areas from 8am 9pm.
  - 3.1.4 (2) x Event Passes to selected Sister Site resident social drinks per year. The event date will be nominated by Home at its sole discretion. Each Event Pass is valid for (1) person of the lease / household only.
  - 3.1.5 (2) x **Event Passes** to selected Sister Site neighbourhood social outings per year, per lease / household. The event date will be nominated by Home at its sole discretion. Each **Event Pass** is valid for (1) person of the lease / household only.
  - 3.1.6 (2) x Event Passes to Home Club VIP members-only events per year, per lease / household. Each Event Pass is valid for (1) person of the lease / household only.

- 3.1.7 (1) x Board Room Booking at not cost at one of our Home properties per year with a maximum of 6 total guests. All guests must be nomindated at the time of booking and provide photo ID upon check in.
- 3.1.8 (1) x Private Dining Booking at no cost at one of our Home properties per year with a maximum of 8 total guests. All guests must be nomindated at the time of booking and provide photo ID upon check in.

Home Properties include: Home Southbank located at 260 City Road, Southbank and Home Richmond located at 261 Bridge Road, 246 Church St, 228 Church St and 42 Cameron St, Richmond, and other Home properties as advised by Home from time to time.

For the avoidance of doubt, the Rewards and Benefits above apply on a per lease basis, not to each occupant or resident under a lease, meaning that if one resident uses the Private Dining Booking, the Reward and Benefit will have been used up and the other residents will not be able to participate in that Reward and Benefit.

- 3.1.9 1 x Sonder membership access for 1 tenant per household for the duration of the Home Club membership. The Main Tenant (Renter 1) is automatically nominated as the membership holder.
- 3.2 Rewards and Benefits are not transferable and cannot be exchanged or redeemed for cash.
- 3.3 Home may change Home Club Rewards and Benefits at any time at it's sole and absolute discretion.
- 3.4 Home Property access is restricted to the hours of 8am to 9pm daily, unless otherwise notified by Home in writing.

## REDEEMING REWARDS AND BENEFITS

- 4.1 The available Rewards and Benefits and redemption options may be subject to change, and Home reserves the right to modify or discontinue any Reward and Benefit without prior notice and at its sole and absolute discretion.
- 4.2 The start date of the Home Club rewards program for each lease is the start date of the rewnewed or multiple year lease. The expiration date is the expiration date of the renewed or multiple year lease.
- 4.3 All Home Club access must be booked a minimum 48 hours in advance. Residents of the Home Club rewards program must book Home Club access via the Resident Services Team within their residing Home property prior to attending any other Home Properties.
- 4.4 When accessing a Home Property within the Home Club, residents (and guests permitted) must present their Home Club Rewards Card and, a valid form of photo ID, to a member of the Resident Services Team, and the Resident will then be provided with a Home Access Key Card to that Home Property site on the day of their entry.
- 4.5 The Resident must return the Home Access Key Card at the end time of the booking to the Resident Services Team of the Home Property site to have their Home Club Rewards Card returned.
- 4.6 If the Home Access Key Card is not returned, a replacement fee of \$55 will be charged to the Resident.
- 4.7 Residents will be provided with details on how to access the Sonder App upon completion of signing these terms & conditions. The management of the Sonder App, its functionality and user profiles are managed soley by Sonder due to privacy legislation. If Residents wish to use the Sonder service it is at their own discretion. Sonder useage and access cannot be exchanged for cash or other rewards and are not transferrable to other parties.
- 4.8 By accessing the Sonder app you permit Home to provide Sonder with the Name, Phone Number and Email Address of the Main Tenant (Renter 1) as nominated on the lease. Any additional Sonder access for any renters nominated on the lease will incur a fee of \$50 per annum.
- 4.9 Seasonal Surprise Gifts will be nominated and distributed at the discretion of Home. Seasonal Surprise Gifts cannot be exchanged for cash or other rewards.

## CARD USAGE AND LOST CARDS

- 5.1 The Home Club Rewards Card remains the property of Home and is not transferable.
- 5.2 Residents are responsible for the safekeeping of their Home Club Rewards Card. In case of a lost or stolen card, Residents should report it immediately to the Resident Services Team.
- 5.3 If a replacement Rewards Card is required, a replacement fee of \$15 will apply for reprinting purposes.
- 5.4 It is the Resident's responsibility to keep the Home Club Rewards Card safe and secure and the Resident must take all reasonable steps to prevent unauthorised access or use to the Home Club Rewards Card and to the Rewards and Benefits.
- 5.5 If a replacement Home Access Key Card is required, a replacement fee of \$55 will apply.

#### LEASE RENEWALS

- 6.1 90 days before your renewed twelve (12) month lease is due to end the Home Leasing Team will contact the resident in regard to renewing the lease. If the resident chooses to not renew for another term, the Home Club Rewards Card and Rewards and Benefits will expire on the lease end date. Unused Rewards and Benefits are not transferable and cannot be exchanged or redeemed for cash.
- 6.2 If an additional 12 or more month term renewal agreement is signed, the Residents will remain in the Home Club reward program.

#### ACCESS TO HOME PROPERTIES

- 7.1 The resident must comply with all Home rules and policies and any laws when accessing the Home Properties.
- 7.2 Home reserves the right to refuse entry to any person and to remove any person from a Home Property the subject of the Home Club Rewards and Benefits, without warning or notice, including where the resident for any harassment, inappropriate or threatening behaviour, any action causing wilful damage, risk to life or property, creation of hazardous circumstances to Home's brand, assets or equipment and otherwise for a failure of any person to comply with Home Community House Rules and Home Club Terms and Conditions and policies and any laws when accessing the Home Properties.
- 7.3 If you are attending a Sister Site event you will be attending as a guest of the property and must comply with that properties' Community House Rules which can be found on the Home Resident App.
- 7.4 Home Club Members are permitted to bring a mximum of 1 guests with them during a sister site visit for an upfront fee of \$35. This fee is payable upon Check In.
- 7.5 Home Club Member Guests must provide Photo ID and be 18 years or over.
- 7.6 You are responsible for any wilful and negligent damages you cause to Home property, facilities and equipment

## COMMUNICATIONS AND MARKETING

- 8.1. By participating in the Home Club Rewards Card benefits, Residents agree to receive communications, updates, and marketing materials related to the Home Club rewards program.
- 8.2. Residents can opt-out of marketing communications at any time by following the instructions provided in the communications or by contacting the Resident Services Team directly.

# TERMINATION AND MODIFICATION

9.1. Home reserves the right to suspend or terminate the Home Club rewards program or membership to the program or modify the Terms and Conditions and Privacy Policy at any time, with or without prior notice.

# HOME LIABILITY

10.1. You acknowledge and agree that, to the maximum extent permitted by law, Home will not be liable to you, or responsible in any way, for any cause, suit, action, proceeding, claim, demands, loss, damage (direct, indirect or consequential), fine, penalty, personal injury or expense of any nature whatsoever and however arising which you may have or suffer arising from the Home

- Club, these Terms and Conditions or otherwise in connection with your involvement with the Home Club program.
- 10.2. You agree that any comments, suggestions or recommendations you may receive from Home or others as part of the Home Club Rewards Program 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 the Home Club Rewards Program, your reliance should be based solely on your own judgement, including as to the extent to which you should obtain or use any Rewards and Benefits.

# **GOVERNING LAW**

11.1. These Terms and Conditions shall be governed by and construed in accordance with the laws of Australia.

## **GENERAL**

- 12.1. These Terms and Conditions, nor any part of them, are to be construed against a party on the basis that the party or its lawyers were responsible for its drafting.
- 12.2. A right created by these Terms and Conditions cannot be waived except in writing signed by the party entitled to that right. Delay by a party in exercising a right does not constitute a waiver of that right, nor will a waiver (either wholly or in part) by a party of a right operate as a subsequent waiver of the same right or of any other right of that party.
- 12.3. If any clause or part of any clause is in any way unenforceable, invalid or illegal, it is to be read down so as to be enforceable, valid and legal. If this is not possible, the clause (or where possible, the offending part) is to be severed from these Terms and Conditions without affecting the enforceability, validity or legality of the remaining clauses (or parts of those clauses) which will continue in full force and effect.

#### CONTACT US

13.1. If you have any questions or concerns about the Home Club Rewards Card benefits or these Terms and Conditions, please contact the Resident Services Team.