

TERMS AND CONDITIONS

USU MEMBERSHIP, USU REWARDS AND COMMUNITY REWARDS

Please read the following Terms and Conditions carefully before completing your USU Membership, USU Rewards or Community Rewards Application Form. By applying for USU Membership, or purchasing the USU Rewards Product or Community Rewards Product, you agree to comply with these Terms and Conditions. If you do not understand the Terms and Conditions or have questions in relation to them, please contact:

USU Membership
Level 5, Holme Building
Science Road
University of Sydney, NSW, 2006
Phone: (02) 9563 6000
Email: info@usu.edu.au

TRANSITION TO USU Ltd

1. With effect from 1 April 2026, Usyd Student Union Ltd (ABN 52 688 637 818) ('USU Ltd') became the entity operating the business and activities previously conducted by the University of Sydney Union ('USU').
2. During the transition period from 1 April 2026 to 30 June 2026, USU Ltd will recognise and honour existing USU membership and USU rewards entitlements in accordance with the applicable transition arrangements. Nothing in these Terms and Conditions operates to confer or transfer membership to USU Ltd except in accordance with the *Constitution*.

GENERAL

3. These Terms and Conditions take effect on 1 April 2026.
4. USU Ltd is the major non-academic service provider at the University of Sydney ('USYD' or 'the University'). In partnership with the University, USU Ltd provides social, cultural and intellectual programs and services that enhance the campus experience.
5. These Terms and Conditions apply to USU Membership, the USU Rewards Product and the Community Rewards Product.
6. USU Membership is voluntary. The purchase of the USU Rewards Product is voluntary. The purchase of the Community Rewards Product is voluntary.
7. USU Membership will continue in accordance with the Constitution. USU Ltd undertakes an administrative process to rollover members at the beginning of each calendar year, this process

does not absolve members of their obligation to actively renew their memberships. Members may, however, choose to confirm or renew their Membership details at any time should they wish to update their information or ensure their records remain current.

8. If a Membership Renewal Notice is issued, the Member must comply with the requirements set out in that notice to confirm or update their Membership details.
9. USU Ltd may, at its discretion, offer a variety of USU Rewards Product and Community Rewards Product benefits and services. These may be changed by USU Ltd in its absolute discretion.
10. USU Ltd reserves the right to amend, replace or withdraw the Terms and Conditions in its absolute discretion. USU Ltd shall use all reasonable endeavours to notify Members and Product Holders of any such changes but shall not be liable in any way for any failure or delay to do so.
11. Each Member and/or Product Holder is responsible for remaining aware of and complying with the Terms and Conditions at all times.
12. USU Ltd has your permission to contact you with relevant information regarding your Membership and/or relevant Product by email, telephone, SMS, social media and post.
13. To the extent that there is any inconsistency between these Terms and Conditions and the *Constitution*, the *Constitution* shall prevail.

DEFINITIONS AND INTERPRETATION

14. In these Terms and Conditions:
 - (a) **Annual Product** means a one year purchase of either the USU Rewards Product or the Community Rewards Product that commences on 1 January and expires on 31 December of the same calendar year, irrespective of the date on which the product is purchased. For the avoidance of doubt, an Annual Product is not offered on a rolling 12month basis (for example, it does not run from 1 May to 30 April), and any Annual Product purchased after 1 January will not roll over into the following year.
 - (b) **Australian Consumer Law** means Schedule 2 of the *Competition and Consumer Act 2010* (Cth).
 - (c) **Community Rewards Product** means the product offered by USU Ltd that provides Product Holders with a range of exclusive discounts, services and benefits but does not confer rights of USU Membership as provided for under *Constitution*;
 - (d) **Constitution** means the *Constitution of the USyd Student Union Ltd (ACN 688 637 818)*, which is available on the USU [website](#);
 - (e) **Early Bird Program** means an early sales program that allows the pre-purchase of the USU Rewards Product and/or Community Rewards Product. USU Ltd has the absolute discretion to determine whether the Early Bird Program operates in any given year and the dates of the Early Bird Program for that year;

- (f) **Fee(s)** means the relevant membership fee to partake in USU Membership and/or the fee to purchase the USU Rewards Product or the Community Rewards Product, as applicable and as set out in clause 45;
- (g) **Fellowship** means Fellowship of USU Ltd pursuant to Schedule 2 of the *Constitution* and includes a Patron of the USU;
- (h) **Life Membership** means Life Membership of USU Ltd pursuant to Schedule 2 of the *Constitution*;
- (i) **Member** means a member of USU Ltd pursuant to article 4 of the *Constitution*;
- (j) **Membership Renewal Notice** has the same meaning as set out at article 4.7 of the *Constitution*;
- (k) **Refund Application** means an application submitted to USU Ltd by email that includes the person's name, USU number and details as required in clauses 68 or 69;
- (l) **Semester Product** means a one-semester purchase of either the USU Rewards Product or the Community Rewards Product, for the period from 1 July to 31 December in any given year (as applicable);
- (m) **The University (or 'USYD')** refers to the University of Sydney;
- (n) **University Census Date** means the date on which a student's enrolment in a unit of study becomes final.
- (o) **USU** refers to the University of Sydney Union;
- (p) **USU App** means the official mobile application operated by USU Ltd through which Members and Product Holders may access their digital membership, barcode identifier, rewards, notifications, and other services or features provided by USU Ltd.
- (q) **USU Ltd** refers to Usyd Student Union Ltd (ABN 52 688 637 818);
- (r) **USU Membership** refers to membership of USU Ltd pursuant to article 4 of the *Constitution*. This includes membership of USU Ltd as Members (sometimes referred to in the *Constitution* as Ordinary Members), Life Members, Fellows and Affiliate Members;
- (s) **USU Rewards Product** means the product offered by USU Ltd that provides Product Holders with a range of exclusive discounts, services and benefits, and in addition confers USU Membership as provided for under the *Constitution* (if not already conferred). For the avoidance of doubt, the USU Rewards Product is only available for

purchase by those eligible for USU Membership of USU Ltd pursuant to article 4.2 of the *Constitution*;

(t) **Product Holder** means a product holder of the USU Rewards Product or Community Rewards Product; and

(u) Capitalised words that are defined in the *Constitution* are given the same meaning in these Terms and Conditions unless expressly defined otherwise.

USU MEMBERSHIP

15. Refer to Table A for the list of persons eligible for USU Membership and the membership rights applicable to each membership category, as fully outlined in Schedule 2 of the *Constitution*.
16. On becoming a USU Member, USU Ltd will issue the Member with a unique barcode identifier by logging in on the USU App. This may occur in conjunction with the purchase of the USU Rewards Product, if the individual does not already hold USU Membership.
17. The barcode identifier is not transferable and remains the property of USU Ltd. If a person transfers a barcode identifier to another person, without the written consent of the USU, USU Ltd reserves the right to suspend or cancel the unique barcode identifier, privileges and benefits of the Member inclusive of their USU Rewards Product (where applicable) with immediate effect.
18. The unique barcode identifier must be shown if requested to use or otherwise take advantage of USU Ltd services, benefits and privileges and as required, of those offered by our partners.
19. The Fee for USU Membership is as prescribed in clause 45 of these Terms and Conditions.
20. USU Membership will remain valid until the individual ceases to be a Member, pursuant to article 5 of the *Constitution*.

LIFE MEMBERS AND FELLOWS

21. Upon conferral of Life Membership or USU Fellowship in accordance with the *Constitution*, a person enjoys USU Membership for the term of the person's natural life subject to the *Constitution*.
22. Upon conferral of Life Membership or USU Fellowship in accordance with the *Constitution*, USU Ltd will issue the person with a unique barcode identifier by logging in on the USU App.
23. The barcode identifier is not transferable and remains the property of USU Ltd. If a person transfers a barcode identifier to another person, without the written consent of USU Ltd, USU Ltd reserves the right to suspend the unique barcode identifier, privileges and benefits of the Life Member or Fellow.

24. The unique barcode identifier must be shown if requested to use or otherwise take advantage of USU services, benefits and privileges, and, as required, of those offered by our partners.
25. The Fee for USU Membership is as prescribed in clause 45 of these Terms and Conditions.

USU REWARDS PRODUCT

26. The promoter of the USU Rewards Product is USU Ltd of Level 5 Holme Building, Science Road, The University of Sydney, NSW, 2006. The USU Rewards Product is an offering available for Members only.

Note: Persons who are not eligible for USU Membership may enjoy similar benefits and privileges to the USU Rewards Product by purchasing the Community Rewards Product.

27. The USU Rewards Product is available for purchase by applicable Members as set out in clause 45 of these Terms and Conditions.
28. The USU Rewards Product may be purchased as either an Annual Product or a Semester Product, with the applicable Fees for each option set out in clause 45 of these Terms and Conditions.
29. The USU Rewards Product is valid for the purchased Annual or Semester Product period, unless otherwise stated or varied in accordance with these Terms and Conditions and/or the *Constitution*.
30. An applicant becomes a holder of the USU Rewards Product upon USU Ltd receiving a completed application form and payment of the relevant Fee for the USU Rewards Product prescribed in clause 45 of these Terms and Conditions.
31. At the time the applicant becomes a holder of the USU Rewards Product, the USU also confers USU Membership on the holder, if the individual does not already hold USU Membership.
32. USU Ltd may, at its discretion from time to time, prescribe the benefits and privileges of the USU Rewards Product and may vary the benefits and privileges in its absolute discretion at any time.
33. USU Ltd may, at its discretion, extend the period for which the USU Rewards Product remains valid. For the most up-to-date details of benefits and privileges, please visit www.usu.edu.au/rewards.
34. To avoid doubt, holding the USU Rewards Product does not, by itself, confer rights of USU Membership.

COMMUNITY REWARDS PRODUCT

35. The promoter of the Community Rewards Product is USU Ltd of Level 5 Holme Building, Science Road, The University of Sydney, NSW, 2006.

36. The Community Rewards Product may be purchased as either an Annual Product or a Semester Product, with the applicable Fees for each option set out in clause 46 of these Terms and Conditions.
37. The Community Rewards Product is valid for the purchased Annual or Semester Product period, unless otherwise stated or varied in accordance with these Terms and Conditions and/or the *Constitution*.
38. An applicant becomes a holder of the Community Rewards Product upon USU Ltd receiving a completed application form and payment of the relevant Fee for the Community Rewards Product prescribed in clause 46 of these Terms and Conditions.
39. Upon becoming a holder of the Community Rewards Product, USU Ltd will issue the person with a unique barcode identifier by logging in on the USU App.
40. The barcode identifier is not transferable and remains the property of USU Ltd. If a person transfers a barcode identifier to another person, without the written consent of USU Ltd, USU Ltd reserves the right to suspend or cancel the unique barcode identifier, privileges and benefits of the holder, inclusive of their Community Rewards Product.
41. The unique barcode identifier must be shown if requested to use or otherwise take advantage of USU Ltd services, benefits and privileges, and, as required, of those offered by our partners.
42. USU Ltd may, at its discretion from time to time, prescribe the benefits and privileges of the Community Rewards Product and may vary the benefits and privileges in its absolute discretion at any time.
43. USU Ltd may, at its discretion, extend the period for which the Community Rewards Product remains valid. For the most up-to-date details of benefits and privileges, please visit www.usu.edu.au/rewards.
44. To avoid doubt, holding the Community Rewards Product does not confer rights of USU Membership.

MEMBERSHIP FEES AND/OR PRODUCT PURCHASE

45. From 1 January 2026, until the date the Fees are amended by USU Ltd in accordance with the *Constitution*, the Fees applicable shall be:

- (a) For Ordinary Members in accordance with article 4.2(a) and Schedule 2 of the *Constitution*, notwithstanding any agreements that may be put in place between USU Ltd and other University bodies from time to time:

USU Membership joining fee	\$0
----------------------------	-----

USU Membership annual membership fee	\$0
Semester Product of the USU Rewards Product	\$30
Annual Product of the USU Rewards Product	\$50

- (b) For all other USU Memberships in accordance with article 4.2(a) and Schedule 2 of the *Constitution*, notwithstanding any agreements that may be put in place between USU and other University bodies from time to time:

USU Membership joining fee	\$0
USU Membership annual membership fee	\$0
Semester Product of the USU Rewards Product	\$30
Annual Product of the USU Rewards Product	\$50

46. For persons not eligible for USU Membership in accordance with article 4.2(a) of the *Constitution* (who are therefore purchasing the Community Rewards Product):

Semester Product of the Community Rewards Product	\$30
Annual Product of the Community Rewards Product	\$50

47. From time to time, USU Ltd may provide its employees with the provision of the USU Rewards Product, who meet the eligibility criteria for USU Membership under the *Constitution* and/or these Terms and Conditions, as applicable. Where a USU Ltd employee is granted USU Membership and/or the USU Rewards Product:

- (a) they shall, notwithstanding clause 45 of these Terms and Conditions and subject to the terms of the arrangement or agreement, be taken to have paid the relevant Fee for the period they are a USU Member and/or hold the USU Rewards Product under the relevant arrangement or agreement;
- (b) they shall, by accepting USU Membership and/or holding the USU Rewards Product, agree to these Terms and Conditions; and
- (c) the USU Rewards Product will remain valid for each Annual Product period or Semester Product period (as applicable) during which the employee remains employed, and will cease upon termination of their employment.

48. From time to time, USU Ltd engages in arrangements or agreements with external bodies with respect to the provision of USU Membership or purchase of USU Rewards Product and/or

Community Rewards Product for a class of people who meet the eligibility criteria under the *Constitution* and/or these Terms and Conditions, as applicable. These bodies can include, but are not limited to, a college, student accommodation provider, the Centre for English Teaching, a faculty, school, contractor, or firm. If a person receives USU Membership, the USU Rewards Product and/or Community Rewards Product pursuant to an arrangement or agreement between the USU and an external body:

- (a) they shall, notwithstanding clause 45 of these Terms and Conditions and subject to the terms of the arrangement or agreement, be taken to have paid the relevant Fee for the period they are a USU Member and/or hold the USU Rewards Product or the Community Rewards Product under the relevant arrangement or agreement; and
 - (b) they shall, by accepting USU Membership and/or holding the USU Rewards Product or the Community Rewards Product, agree to these Terms and Conditions.
49. USU Ltd may, in its discretion, offer an Early Bird Program for the pre-purchase of the USU Rewards and/or Community Rewards Products. USU Ltd has the absolute discretion to determine whether the Early Bird Program operates in any given year and the dates of the Early Bird Program for that year. If USU Ltd decides to offer an Early Bird Program, USU Ltd may (and is under no obligation to) offer additional incentives, including:
- (a) extending the duration of the USU Rewards and/or the Community Rewards Products;
 - (b) varying the Fee for the USU Rewards and/or Community Rewards Products; or
 - (c) providing a promotion or running a competition.

MEMBERSHIP AND PRODUCT PURCHASE APPLICATIONS

50. Applications to become a Member (with or without the purchase of the USU Rewards Product) or to purchase the Community Rewards Product can be made online at <https://usu.edu.au/join>, or in person at selected on-campus sales points.
51. USU Ltd may require an applicant, Member, or Product Holder to provide information, including their name and address, for the purposes of assessing and administering USU membership and/or the USU Rewards and/or Community Product, and ensuring compliance with these Terms and Conditions and the *Constitution*, in accordance with applicable privacy and other laws.
52. USU Ltd may require a photo of the applicant for membership registration and for the purchase of the USU Rewards and/or Community Rewards Products. This photo may be used by USU Ltd to identify the Member or Product Holder.

53. The photo must clearly identify the Member or Product Holder and no one else. Failure to provide a clear image may result in the rejection of the Membership application, suspension or cancellation of Membership and/or the revocation of the USU Rewards and/or Community Rewards Product. USU Ltd reserves the power to remove a person's photo if it is offensive, discriminatory, inappropriate, or in any way in breaches these Terms and Conditions.
54. If there is an issue with the photo taken via the USU App, the Member or Product Holder must contact the USU Membership Team immediately at info@usu.edu.au or USU Membership, Level 5, Holme Building, Science Road, University of Sydney, NSW, 2006.
55. USU Ltd reserves the right, at its sole discretion, to refuse entry to any applicant for Membership and all Products in accordance with the *Constitution*.
56. Applicants must be over the age of 18 unless they are students enrolled in a course of study leading to the award of a degree or diploma from the University, notwithstanding any agreements that may be put in place between USU Ltd and other University bodies from time to time.

USU MEMBERSHIP, USU REWARDS AND COMMUNITY REWARDS LIMITATIONS

57. No Member or Product Holder is an agent, contractor, representative or partner of USU Ltd or the USU Rewards and/or Community Rewards Products by virtue merely of their Membership or product purchase.
58. No Member or Product Holder has any power or authority to act for or to assume any obligation or responsibility on behalf of USU Ltd, the USU Rewards and/or Community Rewards Products; to bind USU Ltd to any agreement; to negotiate or enter into any binding relationship for or on behalf of USU Ltd; or to pledge the credit of USU Ltd, the USU Rewards Product or the Community Rewards Product, except with the express written authority of the Directors of USU Ltd.

UNSUBSCRIBING FROM USU MEMBERSHIP, USU REWARDS OR COMMUNITY REWARDS COMMUNICATIONS

59. Members and/or Product Holders will receive communications from USU Ltd from time to time. This communication may continue after Membership or the USU Rewards or Community Rewards Product has expired.
60. A Member or Product Holder may unsubscribe at any time from communications from USU Ltd using the unsubscribe function on any nominated communication method or by contacting the USU Membership Team at usu.membership@usu.edu.au or USU Membership, Level 5, Holme Building, Science Road, University of Sydney, NSW, 2006.

USU REWARDS TEMPORARY SUSPENSION POLICY

61. Holders of the USU Rewards Product may apply for a temporary suspension of one or more semesters.
62. Applications must include documentation and an outline of the reasoning, sent to info@usu.edu.au.
63. USU Ltd may grant or withhold approval to an application for temporary suspension of the USU Rewards Product at its absolute discretion.
64. During a suspended semester, the Product Holder will not be entitled to use or receive the benefits or service offered under the USU Rewards Product but can remain a Member, or eligible to be a Member if applicable (subject to being eligible under article 4.2(a) of the *Constitution*).
65. Following the suspended semester/s, holders of the USU Rewards Product shall resume enjoying the remaining semester/s of their range of exclusive discounts, services and benefits.

USU MEMBERSHIP, USU REWARDS AND COMMUNITY REWARDS REFUND POLICY

66. Any pre-paid Fees for USU Membership, shall be non-refundable unless otherwise required by the Australian Consumer Law.
67. Refunds for the USU Rewards Product shall be conducted in accordance with clauses 68 to 71 below.
68. For students enrolled in a course of study leading to the award of a degree or diploma from University, a refund for USU Rewards shall only be processed if:
 - (a) The student is withdrawing from study, transferring to another university or going on exchange; and
 - (b) The student has provided USU Ltd with evidence of documentation or official paperwork (e.g. an official letter from the University) that proves the circumstances in clause 68(a); and
 - (c) The student applies for a refund before the applicable University Census Date, as determined by the University.
69. For all other holders of the USU Rewards Product, a refund shall only be processed if:
 - (a) The person is retiring from the University or transferring to another university;

- (b) The person has provided USU Ltd with evidence of documentation or official paperwork (e.g. an official letter from the University or the other relevant university) that proves the circumstances in clause 69(a); and
- (c) Applies for a refund before the applicable University Census Date, as determined by the University.

70. If a refund is granted pursuant to clauses 68 and 69, the following refund rates shall apply:

- (a) In the case of a purchase of a Semester Product:

Time by which Refund Application is to be made	Refund Provided
Before the University Census Date for the relevant semester in the year of use	Full refund
On or after the University Census Date for the relevant semester in the year of use	No refund

- (b) In the case of a purchase of an Annual Product:

Time by which Refund Application is to be made	Refund Provided
Before the University Census Date for the first semester in the year of use	Full refund
On or after the University Census Date for the first semester in the year of use	No refund

71. Unless otherwise required by the Australian Consumer Law, refunds for USU Rewards Products are not available for:

- (a) Change of mind;
- (b) Change of timetable;
- (c) Change of benefits; or

- (d) In circumstances beyond USU Ltd's control (e.g. University shutdown, pandemic, operational shutdowns, natural disasters); however, in this instance USU Ltd may, at its absolute discretion, instead choose to extend the period of validity of any active USU Rewards Products.
72. Refunds are not available for holders of the Community Rewards Product unless otherwise required by the Australian Consumer Law.
73. Notwithstanding anything in these Terms and Conditions, a refund is not available for USU Rewards or Community Rewards Products that were purchased through a third-party agreement as described in clause 48.
74. The USU Rewards or Community Rewards Product will cease to be valid once a refund has been processed.

SUSPENSION / CANCELLATION / TERMINATION OF USU MEMBERSHIP, USU REWARDS AND COMMUNITY REWARDS

75. Members may be subject to disciplinary action, including suspension or expulsion, and a Member's status may also change or cease for other reasons, including resignation, or where membership automatically terminates, as set out in article 5 of the *Constitution*.
76. For example:
- (a) USU Membership will be automatically terminated if a Member has failed to pay any required Membership Fee, or failed to return a Membership Renewal Notice in accordance with article 5.3 of the *Constitution*.
 - (b) Subject to any appeal rights under article 5.5 of the *Constitution*, a Member may be warned, suspended, expelled or subject to disciplinary action in accordance with article 5.4 of the *Constitution*.
 - (c) In accordance with article 5.2 of the *Constitution*, Members may resign their membership by providing a written notice of resignation signed by that Member to the President or secretary of USU Ltd. This resignation must contain the Member's full name and USU Member Number, and can be sent digitally to info@usu.edu.au.
77. USU Ltd reserves the right in its absolute discretion to suspend or terminate the USU Rewards or Community Rewards Products of any holder and/or convert a Member's USU Rewards Product to the Community Rewards Product for breach of these Terms and Conditions,

termination of USU Membership or in any other circumstances that USU Ltd, in its absolute discretion, deems suspension, termination, or conversion of product membership to be appropriate. In such cases, notwithstanding anything in these Terms and Conditions, the Product Holder will not be entitled to any refund of Fees.

78. USU Ltd reserves the right in its absolute discretion to withdraw, cancel, deny access to, or in any way change any of the benefits advertised or offered at any time and USU Ltd will not be liable for any loss or damage suffered by any person resulting from such withdrawal, cancellation, denial of access or change. USU Ltd shall have no liability to any person for any variation in the benefits offered to Members or Product Holders.

INDEMNITY AND LIMITATION OF LIABILITY

79. To the fullest extent permitted by law, the Product Holder and/or Member ("**you**") agrees to defend, indemnify and hold harmless USU Ltd, its officers, directors, employees, contractors or agents for any liabilities, claims, demands, losses, costs and expenses (including without limitation legal costs), or for any direct, indirect, incidental, special, punitive or consequential damages, whatsoever resulting from:

- (a) any breach of your obligations under these Terms and Conditions; and
- (b) your violation of any third party right, including but not limited to any intellectual property rights or privacy rights; and
- (c) any claim or action brought or threatened by another person based on any facts which, if substantiated, would constitute a breach by you of your obligations under these Terms and Conditions.

80. Some benefits offered by the USU Rewards and Community Rewards Products are provided by third parties. USU Ltd shall not be held liable, and you release USU Ltd, its officers, directors, employees, contractors or agents for any loss or damage in relation to the products or services provided by third parties. Product Holders should make their own enquiries regarding the terms and conditions that apply to additional products or services offered by third parties.

81. In all cases, the liability of USU Ltd for any default under any implied agreement compelled by any law is limited to the amount of the Fee paid by the individual for the Membership and/or Product as applicable.

USU APP USE

82. There is no charge to download the USU App.
83. All Members and Product Holders will be issued a digital card.

84. The digital card can be found on the USU App which can be downloaded from the App Store for phones operating on iOS or Google Play for phones operating on Android.
85. The USU App may contain links to third party web sites or services that are not owned or controlled by USU Ltd. USU Ltd has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party websites or services. You further acknowledge and agree that USU Ltd shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such websites or services.
86. You consent to providing USU Ltd with your mobile phone number and email address and consent to their use for internal marketing purposes in accordance with these Terms and Conditions.
87. USU Rewards Product holders, Community Rewards Product holders, Life Members, and Fellows are entitled to obtain any applicable discounts for goods or services upon presentation of their USU Rewards, Community Rewards, Life Member, or Fellowship identification. Discounts are not available under any circumstances except upon presentation of a valid identification for USU Rewards, Community Rewards, Life Membership, or Fellowship.
88. Entry into an event is subject to the terms and conditions that apply to that particular event (including any imposed by the USU, an event promoter, or a venue owner). Possession of a USU Member, USU Rewards, Community Rewards, Life Membership, or Fellowship identification does not automatically admit a Member, Product holder, or Fellow into an event.
89. When making purchases online or over the phone, in order to receive the benefit, you must provide your USU Member, USU Rewards, Community Rewards, Life Member, and/or Fellow identifying barcode.
90. If you do not present your USU Member, USU Rewards, Community Rewards, Life Membership, and/or Fellowship barcode at the time of purchase/entry, then you agree that USU is not liable for any claim by you for a refund. You agree that USU Ltd is also not liable for any claim of refund if a discount is not given by a partner after presenting your USU Member, USU Rewards, Community Rewards, Life Member, and/or Fellow identification at the time of purchase.
91. You may only use your USU Member, USU Rewards, Community Rewards, Life Membership, and/or Fellowship barcode for your own benefit. Your USU Member, USU Rewards, Community Rewards, Life Membership, and/or Fellowship barcode is non-transferable and cannot be used by another person. You may not lend or otherwise give your identification to another person for their use.

92. USU reserves the right to suspend or cancel your USU Membership, Life Membership, Fellowship and/or your USU Rewards or Community Rewards Product in the event of unauthorised use, including taking screen shots of your USU App.
93. If you believe that your USU App has been hacked or accessed by someone other than yourself, you must notify USU Ltd as soon as possible.
94. For a replacement digital card, in circumstances where your phone is lost, stolen or damaged, you should contact the USU Membership team at info@usu.edu.au or USU Membership, Level 5, Holme Building, Science Road, University of Sydney, NSW, 2006.

USU REWARDS AND COMMUNITY REWARDS INCENTIVES

95. USU may, at its discretion, provide gifts, vouchers, products or packs as an incentive to those purchasing the USU Rewards Product or Community Rewards Product for the first time, or repurchasing after their product expires.
96. USU Rewards and Community Rewards incentives are only redeemable upon payment of the appropriate USU Rewards or Community Rewards Fees.
97. Strictly one unit of the incentive per USU Rewards or Community Rewards Product may be redeemed (subject to availability of promotional stock).
98. Any Product Holder who tampers with the incentive process, or who fraudulently and dishonestly attempts to collect more than one unit will not receive an incentive and may have their product revoked.
99. Incentives are available strictly only while stocks last and are issued on a first come first served basis. Not all Product Holders will necessarily receive an incentive.
100. USU is not liable if any incentive is lost, stolen, damaged or tampered with in any way.
101. Incentives may change or be cancelled at any time without notice at USU Ltd's absolute discretion.
102. USU Ltd makes every effort to ensure that incentive material is up to date and accurate but accepts no liability for any direct or indirect loss or damage arising from use of or reliance on that information, even if it is inaccurate or out of date.
103. Incentives cannot be transferred or exchanged.
104. The incentive value is calculated on the estimated dollar saving relating to each offer subject to compliance with the applicable offer terms and conditions.

THIRD PARTY OFFERS

105. Other than to the University, USU Ltd will not pass on your details for marketing purposes to any third party without your permission; however we will, from time to time, pass on to you offers or benefits on behalf of third parties.
106. Some offers and benefits require Members or Product Holders to register as a member with third parties. This is entirely at your discretion and in doing so, you may be communicated with directly by the third party; such communication is no longer within the control of USU Ltd. You may unsubscribe from these offers at any time by contacting the third party directly.
107. All partner offers are subject to the individual terms and conditions of the partner and may change or be cancelled at any time without notice to you. Changes will be published as soon as reasonably possible on the USU website, currently at www.usu.edu.au.
108. Partners of USU Rewards and Community Rewards may change at any time without notice. Notification of changes in partners will be displayed on the website (www.usu.edu.au) as soon as reasonably practicable.
109. In making a purchase or accepting a partner offer, you enter into a contract directly with the partner concerned and not with USU Ltd.

INFORMATION AND PRIVACY

110. USU Ltd is committed to ensuring that the collection, accuracy, use, disclosure, deidentification and destruction of your details comply with the *Privacy Act 1988* (Cth) and National Privacy Principles.
111. USU's Privacy Policy forms part of these Terms and Conditions. USU's Privacy Policy may be accessed at: <https://usu.edu.au/Privacy-Policy.aspx>. To the extent of any inconsistency, these Terms and Conditions shall prevail.
112. You have the right to view and correct or update your personal information by arrangement with the USU Membership Team at info@usu.edu.au or USU Membership, Level 5, Holme Building, Science Road, University of Sydney, NSW, 2006.
113. By becoming a Member, and/or Product Holder, you agree that USU Ltd may use your personal information to keep you informed of specials, promotions, events, competitions, discounts and free offers from us and or our partners. You may be contacted via email, telephone, SMS, social media and/or post where applicable. You may opt out of these communication paths at any time in accordance with clause 60.

114. USU Ltd may use your information for its own planning, research, marketing and product and service development, and you consent to this use.
115. USU Ltd communicates with its Members and Product Holders, and keeps them informed via a number of communications paths and cannot be held responsible for any Member not being aware of a special, promotion, event, competition, discount and/or free offer or any Member or Product Holder failing to take advantage of that offer and/or missing out on an opportunity. You are responsible for informing USU Ltd of any change in your contact details.
116. USU Ltd may share anonymous and aggregated Membership or Product Holder information with current or prospective partners for the purpose of securing better offers for Members or Product Holders, or with data analysis specialists, data mail houses, data processing organisations and specialist call centres for the purposes of improving existing or potential benefits. When such disclosures are made, your personal information will be protected through confidentiality agreements and/or other contractual obligations.
117. Notwithstanding anything in these Terms and Conditions, USU Ltd may share your personal details with regulatory bodies; government agencies; law enforcement bodies and courts; and other parties to whom USU is authorised or required by law to disclose information, including the University.
118. USU Ltd will take all reasonable steps to ensure your personal information is protected from unauthorised access, misuse, modification and disclosure while stored or transmitted by it.
119. If USU Ltd already holds any personal information about you, this may be because it was obtained from the University with your authorisation when you enrolled with the University, by other means of authorisation, or because it was existing information obtained with permission through your previous USU Membership registration or Product purchase.

DISCLAIMER

120. While USU Ltd makes every effort to ensure information about USU Membership, USU Rewards and Community Rewards is available, complete, accurate and up to date, it cannot guarantee this and accepts no liability whatsoever if any information is unavailable, incomplete, inaccurate or out of date.
121. USU Ltd disclaims any and all warranties, express or implied, regarding the handling of any of your information, including personal information, by any third party.

TABLE A

The table below sets out, without limitation, the persons eligible for Membership under Schedule 2 of the *Constitution*:

Membership class	Eligibility criteria	Admission process	Membership rights
Ordinary Member	<p>To be eligible to become an Ordinary Member an applicant must:</p> <ul style="list-style-type: none"> • comply with the eligibility requirements set out at rule 4.2(a); and • be a: <ul style="list-style-type: none"> – Graduand; – Member of Convocation of the University as defined in section 14 of the University Act; – student enrolled in a course of study leading to the award of a degree or diploma from the University; – full-time, part-time or casual employee of the company; – Visitor; – Patron; or – persons appointed by the Senate as an Appointed Director who is not otherwise eligible for membership. 	<p>An Ordinary Member must be admitted into membership by the directors (or their delegate) in such manner as the directors determine.</p>	<p>An Ordinary Member has the right to:</p> <ul style="list-style-type: none"> • receive notices of, attend and be heard at general meetings of members; • exercise one vote: <ul style="list-style-type: none"> – on a Show of Preference at a meeting of members; – on a poll at a meeting of members; and – when voting upon a resolution to be determined without a meeting under rule 6.12; and • subject to rule 8.4(a), stand for election as a Member Elected Director.
Life Member	<p>To be eligible to become a Life Member an applicant must:</p> <ul style="list-style-type: none"> • comply with the eligibility requirements set out at rule 4.2(a); • have, in the opinion of the directors, given outstanding service and/or made an outstanding contribution to the <i>purpose of USU or the company</i>; • be in their final year of a course of study at the University or have become a Graduate within the last 12 months; and • have been a member of good standing for at least three years prior. 	<p>A Life Member must be admitted into membership by resolution of the directors.</p>	<p>A Life Member has the right to:</p> <ul style="list-style-type: none"> • receive notices of, attend and be heard at general meetings of members; • exercise one vote: <ul style="list-style-type: none"> – on a Show of Preference at a meeting of members; – on a poll at a meeting of members; and – when voting upon a resolution to be determined without a meeting under rule 6.12; and • subject to rule 8.4(a), stand for election as a Member Elected Director.

Membership class	Eligibility criteria	Admission process	Membership rights
Fellow	<p>To be eligible to become a Fellow an applicant must:</p> <ul style="list-style-type: none"> • comply with the eligibility requirements set out at rule 4.2(a); and • have, in the opinion of the directors, made an extraordinary contribution to the purpose of USU or the company or the broader University community. 	<p>A Fellow must be admitted into membership by special resolution of the directors.</p>	<p>A Fellow has the right to receive notices of, attend and be heard at general meetings of members.</p> <p>For the avoidance of doubt, a Fellow has no right to:</p> <ul style="list-style-type: none"> • exercise a vote: <ul style="list-style-type: none"> – on a Show of Preference at a meeting of members; – on a poll at a meeting of members; or – when voting upon a resolution to be determined without a meeting under rule 6.12; or • stand for election as a Member Elected Director.
Affiliate Member	<p>To be eligible to become an Affiliate Member an applicant must:</p> <ul style="list-style-type: none"> • comply with the eligibility requirements set out at rule 4.2(a); and • be a: <ul style="list-style-type: none"> – full-time, part-time or casual employee of the: <ul style="list-style-type: none"> ○ Residential Colleges at the University of Sydney; ○ University; ○ University of Sydney Students' Representative Council; ○ Sydney University Postgraduate Representative Association; or ○ Sydney University Sport and Fitness Limited; – person enrolled in any non-award course conducted by the University, including any course conducted through the University's Centre for Continuing Education and the Centre for English Teaching; 	<p>An Affiliate Member must be admitted into membership by resolution of the directors.</p>	<p>An Affiliate Member has the right to receive notices of, attend and be heard at general meetings of members.</p> <p>For the avoidance of doubt, an Affiliate Member has no right to:</p> <ul style="list-style-type: none"> • exercise a vote: <ul style="list-style-type: none"> – on a Show of Preference at a meeting of members; – on a poll at a meeting of members; or – when voting upon a resolution to be determined without a meeting under rule 6.12; or • stand for election as a Member Elected Director.

Membership class	Eligibility criteria	Admission process	Membership rights
	<ul style="list-style-type: none"> <li data-bbox="456 280 1010 384">– person who has a member of the company in the previous calendar year and has been granted permission to defer their study at the University; <li data-bbox="456 400 1010 504">– resident or employee of student accommodation providers servicing the University not otherwise eligible for membership, as the directors may prescribe from time to time; or <li data-bbox="456 520 607 544">– Graduate. 		

This table can also be found within Schedule 2 of the *Constitution*, available on the USU website.