

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 4, Holme Building
Science Road
University of Sydney, NSW, 2006
Phone: (02) 9563 6000
Email: usu.membership@usu.edu.au

GENERAL

1. These Terms and Conditions take effect on 25 July 2022.
2. The University of Sydney Union ('USU') is the major non-academic service provider at the University of Sydney ('USYD' or 'the University'). In partnership with the University, the USU provides social, cultural and intellectual programs and services that enhance the campus experience.
3. These Terms and Conditions apply to USU Membership, the USU Rewards Product and the Community Rewards Product.
4. USU Membership is voluntary. The purchase of the USU Rewards Product is voluntary. The purchase of the Community Rewards Product is voluntary.
5. USU may, at its discretion, offer a variety of USU Rewards Product and Community Rewards Product benefits and services. These may be changed by USU from time to time.
6. The USU reserves the right to amend the Terms and Conditions from time to time. The USU shall use all reasonable endeavours to advise Members and Product holders of any such changes but shall not be liable in any way for any failure to do so.

7. Each Member and/or Product holder is responsible for remaining aware and complying with of the Terms and Conditions (as varied from time to time) available at www.usu.edu.au/termsandconditions.
8. USU has your permission to contact you with relevant information regarding your Membership and/or relevant Product by email, telephone, SMS, social media and post.
9. To the extent that there is any inconsistency between these Terms and Conditions and the *Constitution*, the *Constitution* shall prevail.

DEFINITIONS AND INTERPRETATION

10. In these Terms and Conditions:

- (a) **3 Year Product or 4 Year Product** means a multi-year purchase of either the USU Rewards Product or the Community Rewards Product, for the period from 1 January of the first year to 31 December of the last year (as specified by the Product). For the avoidance of doubt, these Products are no longer available for purchase as of 31 December 2021;
- (b) **Annual Product** means a one-year purchase of either the USU Rewards Product or the Community Rewards Product, for the period from 1 January to 31 December in any given year. For the avoidance of doubt, an Annual Product is not offered on the basis of a rolling annual period (e.g., from 1 May to 30 April);
- (c) **Board** refers to the Board of Directors of the USU, as constituted from time to time;
- (d) **Community Rewards (Product)** means the Product offered by USU 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 the *Constitution*;
- (e) **Constitution** means the *Constitution of the University of Sydney Union*, which is available on the USU website, https://usu.edu.au/about-us/Side-Callouts/USU_Constitution.aspx;
- (f) **Early Bird Program** means an early sales program that allows the pre-purchase of the USU Rewards Product and/or Community Rewards Product. The USU has the discretion to determine whether the Early Bird Program operates in any given year and the dates of the Early Bird Program for that year;
- (g) **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 11;

- (h) **Fellowship** means Fellowship of the USU pursuant to article 5.2.3 of the *Constitution* and includes a Patron of the USU;
- (i) **Life Membership** means Life Membership of the USU pursuant to article 5.2.2 of the *Constitution*;
- (j) **Member** means a member of the USU pursuant to article 5.2.1 of the *Constitution*.
- (k) **Refund Application** means an application submitted to the USU by email that includes the person's name, USU number and details as required in clauses 60 or 61;
- (l) **Semester Product** means a one-semester purchase of either the USU Rewards Product or the Community Rewards Product, for either the period from 1 January to 30 June or 1 July to 31 December in any given year (as applicable);
- (m) **The University (or 'USYD')** refers to the University of Sydney
- (n) **USU** refers to the University of Sydney Union;
- (o) **USU Membership** refers to membership of the USU pursuant to article 5 of the *Constitution*. This includes membership of the USU as Members (sometimes referred to in the *Constitution* as Ordinary Members), Life Members and Fellows.
- (p) **USU Rewards (Product)** (formerly known as the USU Access Rewards Program) means the Product offered by the USU 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 the USU pursuant to article 5.1 of the *Constitution*.
- (q) In calculating time, **the first year** is the designated first calendar year of use. Unless purchased in the Early Bird Program, the first year shall be the year of purchase. If purchased in the Early Bird Program, the first year shall be the calendar year after the year of purchase; and
- (r) Capitalised words that are defined in the *Constitution* are given the same meaning in these Terms and Conditions unless expressly defined otherwise

MEMBERSHIP REGISTRATION AND/OR PRODUCT PURCHASE

11. From 2019, until the date the Fees are amended by the Board, the Fees applicable shall be:

- (a) for students enrolled in a course of study leading to the award of a degree or diploma from USYD, notwithstanding any agreements that may be put in place between USU and other University of Sydney bodies from time to time:

USU Membership only	Not applicable
Semester Product of USU Rewards	\$25.00
Annual Product of USU Rewards	\$45.00

Note: For the avoidance of doubt, this sub-clause includes persons eligible for Membership pursuant to article 5.1(f) of the *Constitution* only.

- (b) for all other persons eligible for USU Membership in accordance with article 5.1 of the *Constitution*, notwithstanding any agreements that may be put in place between USU and other University of Sydney bodies from time to time:

USU Membership only	Included under USU Rewards fee
Semester Product of USU Rewards	\$25.00
Annual Product of USU Rewards	\$45.00

Note: For the avoidance of doubt, this sub-clause includes persons eligible for Membership pursuant to article 5.1 (a) – (e), and (g) – (l) of the *Constitution*.

12. For persons not eligible for USU Membership in accordance with article 5.1 of the *Constitution* (who are therefore purchasing the Community Rewards Product):

Semester Product of Community Rewards	\$25.00
Annual Product of Community Rewards	\$45.00

13. Refer to Table A for the list of persons eligible for USU Membership, as fully outlined in article 5.1 of the *Constitution*.

14. From time to time, the USU 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 11 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.
- 15. The USU may, in its discretion, organise an Early Bird Program for the pre-purchase of the USU Rewards and/or Community Rewards Products. There is no obligation for the USU to operate the Early Bird Program in any given year. If the USU decides to organise an Early Bird Program, the USU 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.

USU MEMBERSHIP

- 16. Clauses 17 to 20 apply to USU Members, Life Members and Fellows, whether or not they hold the USU Rewards Product.
- 17. Upon being a USU Member, the USU will issue the person with a unique barcode identifier by logging in on the USU app or (at its discretion) on a physical card. This may occur in conjunction with purchase of the USU Rewards Product, if the individual did not already hold USU Membership.
- 18. The barcode identifier is not transferable and remains the property of USU. If a person transfers a barcode identifier to another person, without the written consent of the USU, the USU 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).
- 19. 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.
- 20. The Fee for USU Membership is as prescribed in clause 11 of these Terms and Conditions.
- 21. Membership and/or the USU Rewards Product will remain valid until the individual ceases to be a Member, pursuant to article 5.2.1(e) of the *Constitution*. The USU, subject to final and conclusive appeal to the Board, retains the right to suspend a Member, suspend or cancel a Member's USU Rewards Product (where applicable), and/or convert the Member's USU

Rewards Product to the Community Rewards Product in its absolute discretion for misconduct or breach of these Terms and Conditions.

USU REWARDS

22. The promoter of USU Rewards is the University of Sydney Union ABN 73 818 179 759 of Level 5 Holme Building, Science Road, The University of Sydney, NSW, 2006. The USU Rewards Product is an offering for those eligible for USU Membership 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.

23. Clauses 24 to 28 apply to all individuals who hold the USU Rewards Product.

24. An applicant becomes a holder of the USU Rewards Product upon USU receiving a completed application form and payment of the relevant Fee prescribed in clause 11 of these Terms and Conditions.

25. At the time the applicant becomes a holder of the USU Rewards Product, the USU also confers USU Membership on the holder.

26. The USU 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.

27. The USU 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/membership/rewards.

28. To avoid doubt, holding the USU Rewards Product does not, by itself, confer rights to attend or vote in USU General Meetings or rights to vote in the Annual Elections.

Note: USU Membership confers the right to attend and vote in USU General Meetings and the right to vote in the Annual Elections.

COMMUNITY REWARDS

29. The promoter of Community Rewards is the University of Sydney Union ABN 73 818 179 759 of Level 5 Holme Building, Science Road, The University of Sydney, NSW, 2006.

30. Clauses 31 to 38 apply to all individuals who hold the Community Rewards Product.

31. An applicant becomes a holder of the Community Rewards Product upon USU receiving a completed application form and payment of the relevant Fee prescribed in clause 11 of these Terms and Conditions.
32. The USU, subject to final and conclusive appeal to the Board, retains the right to suspend or cancel a holder's Community Rewards Product for misconduct or breach of these Terms and Conditions.
33. Upon becoming a holder of the Community Rewards Product, the USU will issue the person with a unique barcode identifier by logging in on the USU app or (at its discretion) on a physical card.
34. The barcode identifier is not transferable and remains the property of USU. If a person transfers a barcode identifier to another person, without the written consent of the USU, the USU reserves the right to suspend or cancel the unique barcode identifier, privileges and benefits of the holder, inclusive of their Community Rewards Product.
35. 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.
36. The USU 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.
37. The USU 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. <https://usu.edu.au/Membership/Checkout/Step1.aspx?type=other>.
38. To avoid doubt, holding the Community Rewards Product does not confer rights to attend or vote in USU General Meetings or rights to vote in the Annual Elections.

Note: USU Membership confers the right to attend and vote in USU General Meetings and the right to vote in the Annual Elections.

LIFE MEMBERS AND FELLOWS

39. Clauses 40 to 43 apply to Life Members and USU Fellows.
40. Upon conferral of Life Membership or USU Fellowship by the Awards Committee or Board, a person enjoys Membership of the USU for the term of the person's natural life subject to the *Constitution*.

Note: USU Fellowship may be conferred posthumously.

41. Upon conferral of Life Membership or USU Fellowship by the Awards Committee or Board, the USU will issue the person with a unique barcode identifier by logging in on the USU app or (at its discretion) on a physical card.
42. The barcode identifier is not transferable and remains the property of USU. If a person transfers a barcode identifier to another person, without the written consent of the USU, the USU reserves the right to suspend the unique barcode identifier, privileges and benefits of the Life Member or Fellow.
43. 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.

MEMBERSHIP AND PRODUCT APPLICATIONS

44. Applications to become a Member of USU (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. Registration for and the purchase of the USU Rewards and Community Rewards Products requires a photo of the holder that will be embedded in the USU App or printed onto the identification card.
45. The photo must clearly identify the Product holder and no one else. Failure to provide a clear image may result in the suspension or cancellation of Membership and/or the revocation of the relevant Product. The USU 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.
46. If there is an issue with the photo taken via the USU app, the USU Member or Product holder must contact the USU Membership Team immediately at usu.membership@usu.edu.au or USU Membership, Level 4, Holme Building, Science Road, University of Sydney, NSW, 2006.
47. There is no charge to download the USU App or to have a physical card printed, however the USU may charge an administration fee for Members or Product holders requiring a replacement physical card.
48. The USU reserves the right, at its sole discretion, to refuse entry to any applicant for Membership and all Products.

USU MEMBERSHIP, USU REWARDS AND COMMUNITY REWARDS LIMITATIONS

49. No USU Member or holder of the USU Rewards or Community Rewards Product is an agent, contractor, representative or partner of the USU or USU Rewards or Community Rewards by virtue merely of Membership or Product purchase.
50. No Member of the USU or holder of the USU Rewards or Community Rewards Product has any power or authority to act for or to assume any obligation or responsibility on behalf of USU, USU Rewards or Community Rewards; to bind USU, USU Rewards or Community Rewards to any agreement; negotiate or enter into any binding relationship for or on behalf of USU, USU Rewards or Community Rewards; or pledge the credit of USU, USU Rewards or Community Rewards, except with the express written authority of USU.

UNSUBSCRIBING FROM USU MEMBERSHIP, USU REWARDS OR COMMUNITY REWARDS COMMUNICATIONS

51. As a Member of USU and/or holder of the USU Rewards or Community Rewards Product, you will receive communications from the USU from time to time. This communication may continue after your Membership or the USU Rewards or Community Rewards Product has expired.
52. A Member or Product holder may unsubscribe at any time 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 4, Holme Building, Science Road, University of Sydney, NSW, 2006.

USU REWARDS AND COMMUNITY REWARDS TEMPORARY SUSPENSION POLICY

53. Holders of the USU Rewards or Community Rewards Annual Product, 3 Year Product or 4 Year Product may apply for a temporary suspension of one or more semesters.
54. Applications must include documentation and an outline of the reasoning, sent to usu.membership@usu.edu.au.
55. The USU may grant or withhold approval to an application for temporary suspension of the USU Rewards or Community Rewards Product at its absolute discretion.
56. During a suspended semester, the Product holder will not be entitled to use or receive the benefits or service offered under the USU Rewards or Community Rewards Products but can remain eligible as a Member of the USU if applicable (subject to being eligible under article 5.1 of the *Constitution*).

57. Following the suspended semester/s, holders of the USU Rewards or Community 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

58. In accordance with article 5.2.1(d) of the *Constitution*, any pre-paid Membership Fees for USU Membership, shall be non-refundable.

59. Refunds for the USU Rewards Product shall be conducted in accordance with clauses 60 to 65 below.

60. For students enrolled in a course of study leading to the award of a degree or diploma from University of Sydney, 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 the USU with evidence of documentation or official paperwork (e.g. an official letter from the University) that proves the circumstances in clause 60(a); and
- (c) If the student had a physical card issued by USU, returns that card to USU; and
- (d) Applies for a refund before the applicable University Census Date, as determined by the University of Sydney.

61. 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 the USU 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 61(a); and
- (c) Applies for a refund before the applicable University Census Date, as determined by the University of Sydney.

62. If a refund is granted pursuant to clauses 60 and 61, the following refund rates shall apply as follows:

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

Time by which refund application is to be made	Refund Provided
On or before the University Census Date for the relevant semester in the year of use	Full refund
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
On or before the University Census Date for the first semester in the year of use	Full refund
After the University Census Date for the first semester in the year of use	No refund

(c) For those who previously purchased a 3 Year Product or 4 Year Product:

Time by which refund application is to be made	Refund Provided
On or before the University Census Date for the first semester in the relevant year a refund application is submitted	A refund proportionate to the number of years remaining on the Product
After the University Census Date for the first semester in the expiring year of the 3 Year or 4 Year Product	No refund

63. 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 the USU's control (e.g. University shutdown, pandemic, operational shutdowns, natural disasters); however, in this instance the USU may instead choose to extend the period of validity of any active USU Rewards Products at its absolute discretion

64. Refunds are not available for holders of the Community Rewards Product.

65. 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 14.

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

66. In accordance with article 5.5(b) of USU *Constitution*, USU Members may resign their membership by presenting a notice of resignation signed by that Member to the CEO. This resignation must contain the Member's full name and USU Member Number, and can be sent digitally to usu.membership@usu.edu.au.

67. USU Membership may also be terminated if a Member has:

- (a) failed to pay any sum outstanding to USU; or
- (b) in the opinion of the Board been guilty of misconduct; or
- (c) ceased to be eligible for USU Membership.

68. USU reserves the right in its absolute discretion to suspend or terminate the USU Rewards or Community Rewards Products of any holder for breach of these Terms and Conditions or for any conduct that USU, in its absolute discretion, deems to be unacceptable. In such cases, notwithstanding anything in these Terms and Conditions, the Product holder will not be entitled to any refund of Fees.

69. USU 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 will not be liable for any loss or damage suffered by participants resulting from such withdrawal, cancellation or change. USU shall have no liability to any person for any variation in the benefits offered to Members, USU Rewards Product holders or Community Rewards Product holders.

INDEMNITY AND LIMITATION OF LIABILITY

70. To the fullest extent permitted by law, the Product holder and/or Member ("**you**") agrees to defend, indemnify and hold harmless USU, 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.

71. Some benefits offered by the USU Rewards and Community Rewards Products are provided by third parties. USU shall not be held liable and you release USU, 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.
72. In all cases, the liability of USU 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.

CARD AND APP USE

73. All USU Members, Life Members, Fellows, USU Rewards Product holders, and Community Rewards Product holders will be issued a digital and/or physical card (at the discretion of the USU).
74. 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.
75. The app may contain links to third party web sites or services that are not owned or controlled by USU. USU 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 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.
76. You consent to providing USU with your mobile phone number and email address and consent to their use for internal marketing purposes in accordance with these Terms and Conditions.
77. 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.

78. 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.
79. 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.
80. 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 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.
81. 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.
82. 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.

LOST, STOLEN OR DAMAGED REWARDS IDENTIFICATION CARDS

83. It is the Members', Fellows' and Product holders' responsibility to take care of their USU Membership or Fellowship or USU Rewards or Community Rewards identification and keep them safe. USU must be notified as soon as possible if an identification has been lost, stolen or damaged.
84. USU will replace lost, stolen or damaged cards for a fee of \$5.00 for each replacement plastic card issued.

85. For replacement cards (or in the case of a digital card, if your phone is lost or stolen), you should contact the USU Membership team at usu.membership@usu.edu.au or USU Membership, Level 4, Holme Building, Science Road, University of Sydney, NSW, 2006.

USU REWARDS AND COMMUNITY REWARDS INCENTIVES

86. 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 re-purchasing after their Product expires.
87. USU Rewards and Community Rewards incentives are only redeemable upon payment of the appropriate USU Rewards or Community Rewards Fees.
88. Strictly one unit of the incentive per USU Rewards or Community Rewards Product may be redeemed (subject to availability of promotional stock).
89. Any USU Rewards or Community Rewards 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.
90. Incentives are available strictly only while stocks last and are issued on a first come first served basis. Not all USU Rewards or Community Rewards Product holders will necessarily receive an incentive.
91. USU is not liable if any incentive is lost, stolen, damaged or tampered with in any way.
92. Incentives may change or be cancelled at any time without notice.
93. USU 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.
94. Incentives cannot be transferred or exchanged.
95. 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

96. Other than to the University, USU 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.

97. Some offers and benefits require USU Members, USU Rewards and Community Rewards 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. You may unsubscribe from these offers at any time by contacting the third party directly.
98. 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.
99. 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.
100. In making a purchase or accepting a partner offer, you enter into a contract directly with the partner concerned and not with USU.

INFORMATION AND PRIVACY

101. USU is committed to ensuring that the collection, accuracy, use, disclosure, de-identification and destruction of your details comply with the *Privacy Act 1988* (Cth) and National Privacy Principles.
102. 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.
103. You have the right to view and correct or update your personal information by arrangement with the USU Membership Team at usu.membership@usu.edu.au or USU Membership, Level 4, Holme Building, Science Road, University of Sydney, NSW, 2006.
104. By becoming a USU Member, and/or purchasing the USU Rewards or Community Rewards Product, you agree that USU may use your personal information to keep you informed of specials, promotions, events, competitions, discounts and free offers from us and our partners. You may be contacted via email, telephone, SMS and/or post where applicable. You may opt out of these communication paths at any time by giving USU notice in writing or by using the opt out / unsubscribe facilities on our promotional material.
105. USU may use your information for its own planning, research, marketing and product and service development.

106. USU communicates with its Members, USU Rewards and Community Rewards 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 of any change in your contact details.
107. USU 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.
108. Notwithstanding anything in these Terms and Conditions, USU 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.
109. USU 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.
110. If USU 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

111. While USU 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.
112. USU 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 clause 5.1 of the *Constitution*:

Sub-clause of 5.1:	Contents of sub-clause:
(a)	The Visitor of the University
(b)	The Patron of the University
(c)	Graduands of the University
(d)	All Members of Convocation of the University as defined in section 14(1) of the University of Sydney Act
(e)	Persons appointed by Senate to the USU Board who are not otherwise eligible for membership
(f)	Students enrolled in a course of study leading to the award of a degree or diploma from the University
(g)	Members of the full time, part time or casual staff of the: <ul style="list-style-type: none"> (i) USU; (ii) University; (iii) Students Representative Council; (iv) Sydney University Postgraduate Representative Association; (v) Student Association of Sydney College of the Arts; and (vi) Sydney University Sport
(h)	Persons enrolled in any non-award course conducted by the University, including any course conducted through the University's Centre for Continuing Education
(i)	Persons enrolled in any course conducted by the USU
(j)	Persons, who, having been a Member of the USU in the preceding year, have been granted permission to defer their study
(k)	Graduates and graduands of such other universities or educational institutions as the Board may, by Special Resolution from time to time, prescribe after consultation with the University
(l)	Residents and staff of student accommodation providers servicing the University not otherwise eligible for membership as the Board may prescribe from time to time

This can also be found within the *Constitution*, available on the USU website: https://usu.edu.au/about-us/Side-Callouts/USU_Constitution.aspx.