



## Terms & Conditions

1. The Italian Street Kitchen Loyalty Program (“Program”) is available at all Italian Street Kitchen restaurants in Australia.
2. Participation in the Program is open to individuals with a unique mobile number and an Australian residential address.
3. Individuals can become Italian Street Kitchen Members (“Members”) by downloading the official Italian Street Kitchen App (“App”) for compatible smartphones and devices and following the prompts to register and activate the App. A mobile phone number verification process is in place. To become a verified member, you must verify your mobile number by entering the verification code sent to you as a phone message. Only a verified member can redeem cash-back credits and loyalty points (“Rewards”). Unverified Members can still earn rewards via the App but cannot redeem until the account is verified.
4. Individuals under 16 years old must have parental/guardian approval to register for this Program and further, the parent/guardian of the individual must read and consent to these Terms and Conditions. Parents/guardians may be required by Italian Street Kitchen to enter into a further agreement as evidence of consent to the minor registering for this Program.
5. Upon verification, an Account will be created for the Member. Verified Members who initially became a Member with a physical membership card, will also be able to associate the existing membership card to the App account once they complete the App registration, this will enable them to accrue and redeem Rewards via the App. The Program allows one physical card (including loyalty cards and gift cards) to be linked to the App account maximum, please contact [info@italianstreetkitchen.com](mailto:info@italianstreetkitchen.com) if you have any issue with linking the cards.
6. There is a strict limit of one (1) registered Account per Member/person. Each account requires an independent mobile number that needs to be verified.
7. You must advise Italian Street Kitchen of any change of name, address, email or other details as soon as practicable after the change. Personal information Italian Street Kitchen uses is only to communicate with Members and to provide with offers that Italian Street Kitchen feels that Members may be interested in. Italian Street Kitchen is not responsible for any loss of Italian Street Kitchen Rewards or Benefits made available to Members in connection with any failure by you to notify Italian Street Kitchen of any change in your details. Italian Street Kitchen may require acceptable proof in relation to any change of details. Changes can be made directly via the App or by contacting the Italian Street Kitchen Customer Service Team.



8. Where redeeming Rewards at Italian Street Kitchen, Verified Members must have enough Points to redeem against the full value of the item using the Rewards alone. Rewards are redeemed by presenting an App barcode associated with a verified account at the time of purchase. For Rewards, redemptions made in accordance with this clause, alternative payment methods should be used for the purchase of other items not covered by Rewards redemption.
9. Until otherwise advised by Italian Street Kitchen, Italian Street Kitchen membership is tiered according to your spend and interaction with Italian Street Kitchen every consecutive period of twelve (12) month.
10. Until otherwise advised by Italian Street Kitchen, each Tiered membership entitles you to a different cash-back rewards percentage.

Tier 1 – Complimentary to join

Tier 2 – Minimum spend \$600.00 and accumulated 8,000 points

1. Until otherwise advised by Italian Street Kitchen, ten (10) Points will also be awarded to a Member's Account for each dollar spent by the Member in an Italian Street Kitchen restaurant in Australia (excluding rewards redemption, complimentary items, and gift cards) on top of the cash-back credit. Points are accrued where payment is made, provided that the App barcode associated with the Account is scanned at the time of purchase.

Tier 1 – 5% cash-back rewards

Tier 2 – 7% cash-back rewards

1. All accrued Rewards & Entitlements will lapse if a member has not redeemed the Rewards within a period of twelve months. Italian Street Kitchen will automatically deduct and invalidate Rewards from such an Account after every consecutive period of 12 months, with any accrued Rewards and other entitlements being forfeited. For example, you have earned \$5 and 1000 points on 03/08/2017, if they are not redeemed before 03/08/2018, our system will automatically expire them and remove them from your account. For the avoidance of doubt, the Account will not be terminated and the Member will retain their Account even after their Rewards expire.
2. The Rewards balances and special offers under this Program are not transferable, exchangeable or redeemable for cash. Rewards accrued in multiple Accounts cannot be merged.
3. The Rewards will not be accumulated and cannot be redeemed in respect of any purchases made through a third-party delivery service or other items nominated or other goods or services nominated in these Terms and Conditions by Italian Street Kitchen from time to time.



4. It is each Member's responsibility to ensure that the correct Rewards have been added or deducted for each eligible transaction. Individuals must notify Italian Street Kitchen of any apparent discrepancy as soon as possible by contacting [info@italianstreetkitchen.com](mailto:info@italianstreetkitchen.com). Italian Street Kitchen will not be able to add any missing Rewards related to transactions where a membership was not scanned by a Member.
5. Italian Street Kitchen is not liable for any unauthorised use of a Member's account, Rewards, username or password by third parties, nor is it liable for unauthorised use of a reward code sent to a Member.
6. No fees will be charged by Italian Street Kitchen for the issue, registration, activation or use of the App. Members are responsible for any costs charged by their service provider for Internet access to use the App or access the Program website.
7. Italian Street Kitchen reserves the right, at any time, to verify the validity of Members, registrations, verification of accounts, and Rewards accrual and redemption (including a Member's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any Member who Italian Street Kitchen has reason to believe has breached any of these Terms and Conditions, tampered with the registration, Rewards accrual/redemption and/or account verification process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the Program. Errors and omissions may be accepted at Italian Street Kitchen's discretion. Failure by Italian Street Kitchen to enforce any of its rights at any stage does not constitute a waiver of those rights. Italian Street Kitchen's legal rights to recover damages or other compensation from such an offender are reserved.
8. Incomplete or indecipherable Member registrations or Reward redemption may, at Italian Street Kitchen's discretion, be deemed ineligible for this Program or deemed invalid.
9. If there is a dispute as to the identity of a Member, Italian Street Kitchen reserves the right, in its sole discretion, to determine the identity of the Member.
10. Should a password be lost or forgotten, Italian Street Kitchen's verified Members should follow the reset password steps via the App, the password will then be sent to the nominated email address associated with the Account.
11. Additional rewards and entitlements may be offered at Italian Street Kitchen's absolute discretion.
12. Italian Street Kitchen reserves the right and has absolute discretion to refuse a membership should we believe that the use is unauthorised, fraudulent or otherwise unlawful.
13. Italian Street Kitchen reserves the right, in its absolute discretion, to suspend your membership in the event that large credit load accumulate on your Italian Street Kitchen account pending investigation into the accumulation of that credit.



14. Italian Street Kitchen may terminate your membership if it considers you have used your Italian Street Kitchen card fraudulently or otherwise in contravention of these terms and conditions or the law generally.
15. Italian Street Kitchen accepts no responsibility for any SMS, email or other mail not received by Members or for any delay in delivery due to technical disruptions or for any other reason.
16. Italian Street Kitchen is not responsible for any incorrect or inaccurate information, either collected at the time you registered as a Member or during the course of your Membership, either caused by a Italian Street Kitchen employee in person or via phone or for any of the equipment or programming associated with or utilised in this service, or for any other technical error, or a combination thereof that may occur in the course of the administration of this service including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of Member's contact details.
17. Italian Street Kitchen reserves the right to remove credit incorrectly or accidentally added to the Italian Street Kitchen account, without notice to the Member.
18. Italian Street Kitchen may offer special offers to some or all Italian Street Kitchen Members from time to time. These offers may include additional terms and conditions.
19. Some Italian Street Kitchen Members may be ineligible to redeem special offers because of their age or legal requirement. It is at Italian Street Kitchen' sole discretion whether to issue you with a special offer.
20. To redeem a special offer, you must go to a participating Italian Street Kitchen store and scan your Italian Street Kitchen membership. All special offer values are inclusive of GST where applicable and are quoted in Australian dollars.
21. Italian Street Kitchen membership, special offers and discounts are non-transferable and are not redeemable for cash.
22. All special offers must be redeemed on the dates specified in the relevant additional terms and conditions.
23. All special offers are subject to availability, which may vary between Italian Street Kitchen stores. Italian Street Kitchen is not responsible if a special offer is not available on the day you come to redeem your special offer and you must release Italian Street Kitchen, its related entities, franchisees and store operators from any claim and from all liability arising out of your inability to redeem such special offers.
24. Italian Street Kitchen is not liable for any damage whatsoever which is suffered (including but not limited to consequential loss) or for personal injury which is suffered or sustained, in connection with membership of the Italian Street Kitchen or with any of the special offers, except for any liability which cannot be excluded by law.



25. In all matters, all decisions of Italian Street Kitchen with respect to the program and any membership thereof will be final and cannot be contested and the Member hereby agrees to accept such decisions.
26. If for any reason this service is not capable of running as planned, including but not limited to infection by computer virus, bugs, tampering, unauthorised intervention or any other causes beyond the control of Italian Street Kitchen which corrupts or affects the administration security, fairness, integrity or proper conduct of this service, Italian Street Kitchen reserves the right at its sole discretion to cancel, terminate, modify or suspend the Italian Street Kitchen.
27. Members must not provide false or misleading information to Italian Street Kitchen and must not alter, reproduce, disclose or in any way interfere with the details of other Members. Italian Street Kitchen reserves the right at its sole discretion to disqualify or suspend and /or delete any credits or entitlements accrued by any Member who does not comply with these Terms & Conditions and may do so without notice to that Member.
28. If for any reason the Program is inoperable (including but not limited to computer virus, bugs, tampering, unauthorised intervention, fraud, and technical failures), Italian Street Kitchen reserves the right in its sole discretion to disqualify any individual who tampers with Italian Street Kitchen' systems, and to cancel, terminate, modify or suspend the Program. This includes causes beyond the control of Italian Street Kitchen which corrupts or affects the administration security, fairness, integrity or proper conduct of this Program.
29. Italian Street Kitchen reserves the right to alter the Terms and Conditions of the Program without prior notice. This Program, including any offer or promotion conducted under the Program, will continue until such time it is terminated by Italian Street Kitchen. Should the Program be suspended, cancelled or altered at any time Italian Street Kitchen will notify Members via email or the relevant section of the Italian Street Kitchen website.
30. The cancellation, use and disclosure of personal information are governed by Italian Street Kitchen Privacy Policy. You hereby authorise Italian Street Kitchen to disclose your information to franchisees or related companies of Italian Street Kitchen and to other parties for the sole purpose of operating and maintaining the Italian Street Kitchen. Should you wish to review the privacy policy, please [click here](#).