

TERMS AND CONDITIONS OF THE OXFORD CLUB APP

Please carefully review these Terms and Conditions ("Terms of Use") and the Privacy Policy, all of which collectively govern your use of and access to the Website, Instagram and Facebook accounts and any other social media accounts operated by The Oxford Group ("Social Media accounts"), the Oxford Club application ("Oxford Club") and any content, data and information contained therein.

Your use of any portion of this Website, our Social Media Channels and the Oxford Group App constitutes your unconditional acceptance of these Terms of Use as amended or supplemented from time to time. In addition, your access and use of the Social Media Channels that we use will be subject to the terms and conditions and privacy policies of the companies that operate the relevant social media platforms.

To the extent that there is any inconsistency or conflict between these Terms of Use and our Privacy Policy, the Privacy Policy will override these Terms of Use. If you do not agree to these Terms of Use and Privacy Policy, you are not permitted to use or access this Website, any of our Social Media Channels or the Oxford Club App.

Modifications of These Terms and Conditions

The Oxford Group reserves the right to change, modify, amend and/or update these Terms of Use at any time with or without prior notice. Any amendment will be effective immediately upon being posted on this Website and to The Oxford Club App. Your use of the Website, any of our Social Media Channels or The Oxford Club App following any such changes, modifications, amendments and/or updates constitutes your unconditional agreement to be bound by these Terms of Use as amended. You are responsible for reviewing these Terms of Use each time you use or access any portion of this Website, any of our Social Media Channels or the The Oxford Club App.

The Oxford Club App

You have the opportunity to earn and redeem points, rewards and Oxford Group Dollars by registering through the Oxford Club App or at www.oxfordgroup.co.nz/the-oxford-club (The Oxford Club Page)

- Earn 1 reward point for every dollar you spend on food and beverages at any Oxford Groups venues.
- Reward points are collected by scanning your Oxford Group Card or QR code.
- Points are only calculated on the final transaction value after any discounts or other reductions are applied.
- For every 100 points you earn you will receive a reward of 5 Oxford Group Dollars.
- The Oxford Club Dollars are a reward that may be earned through accumulating rewards points in the Oxford Club programme in accordance with these Terms of Use.
- Oxford Club Dollars may be spent on purchases of food and beverages at any Oxford Group Venues. Each Oxford Club Dollar will be treated as having a value of NZ\$1 when redeemed at any of the Oxford Club venues. You can track your Oxford Club Dollars balance as you earn and spend Oxford Club dollars through the Oxford Club App. Oxford Club Dollars and Reward Dollars cannot be used in conjunction with any other offer, promotion, voucher or discount.
- Oxford Club Dollars cannot be exchanged for cash or used to purchase vouchers or Oxford Club Gift Cards.
- Offers cannot be redeemed in conjunction with any other offer, promotion, Oxford Club Dollars, voucher or discount.
- Oxford Club points are not eligible to be earned on any online orders.
- Oxford Club points are not eligible to be earned from the purchase (loading) of a gift card. Only when these gift cards are spent can points be earned.
- Oxford Club Dollars, reward points and status levels expire 12 months after the date of issue.
- Additional rewards may be given for registering through the Oxford Club App or Oxford Club Card, achieving status levels, and birthdays. These additional rewards are subject to change without notice.
- Expiry dates for rewards may vary and a reward cannot be redeemed after the expiry date specified on the reward.
- Loyalty points not able to be earned or redeemed in transactions with any First Table promotions.
- Loyalty points not able to be earned or redeemed on Credit Card or PayWave transaction fees.
- Mystery Prize Giveaways - one prize per app and device per promotion.

Please note that The Oxford Group reserves the right to modify or amend this loyalty programme at any time without notice, including the types of rewards that are available, requirements relating to tier status and the types of tier status, rewards points earning rates and the redemption levels for rewards.

Oxford Group and its venues will not be liable for any loss of or inability to earn and redeem rewards points due to technical difficulties or the system being offline for any reason.

Use

The Website, our Social Media Channels and the Oxford Club App and their contents are intended solely for personal use. All copyright, trademarks and all other intellectual property rights in our Website, Social Media Channels, the Oxford Club App and their content (including, without limitation, the brands and logos, the design, user interface, layout, text, graphics, images and all software and source code comprising or connected with them) (“Intellectual Property Rights”) are owned by or licensed to The Oxford Group or otherwise used by us as permitted by law. You are granted a limited non-exclusive and non-transferable right to access and use the Website, our Social Media Channels and the Oxford Club App on the terms and conditions set out in these Terms of Use. No material from any portion of this Website, our Social Media Channels or the The Oxford Club App may be copied, reproduced, republished, uploaded, posted, transmitted or distributed in any way.

In addition, you agree not to: (a) use or access this Website, Social Media Channels or the Oxford Club App for any purpose that is unlawful or prohibited by these Terms of Use; (b) use or access this Website in a manner that could damage, disable, overburden, or impair any Joe’s Garage server or the networks connected to any The Oxford Group server; (c) interfere with any third party’s use and enjoyment of this Website, Social Media Channels or the Oxford Club App; (d) attempt to gain unauthorised access to accounts, computer systems or networks connected to any The Oxford Group server through hacking, password mining or any other means; or (e) use the Social Media Channels to make any comments or post any material that is abusive, bullying or offensive, constitutes a personal attack on any person or that is promotional in nature.

Products

The Website and App may sell products to adults, who can make purchases with a credit card. If you are under 18, you may use the Website and Oxford Club App only with involvement of a parent or guardian. The Oxford Group and its venues reserve the right to refuse service or cancel orders at their sole discretion.

Competitions

On occasion, Oxford Group may conduct or sponsor promotions or competitions with the opportunity to win prizes that may include but is not limited to; points, vouchers or experiences. Any specific terms and conditions governing those promotions or competitions will apply as a condition of entry in addition to these Terms of Use.

Unless otherwise specified in respect of a particular promotion or competition:

- Entry is open to New Zealand residents aged 18 or older. Employees of The Oxford Group as promoter or Oxford Group associated companies, franchisees and partners associated with the competition or promotion, and their immediate families, are ineligible to enter.

- Oxford Group reserves the right to withdraw the competition or promotion or any part of it should its ability to fulfil its obligations be limited, impaired or prevented at any stage or be prohibited by any law.
- Oxford Group reserves the right to verify the validity of the winning entry or entries.
- Oxford Group's decision on any matter relating to the promotion or competition will be final and no correspondence will be entered into.
- Prizes will not be exchangeable or transferable and cannot be substituted for cash by the winner.
- By entering the promotion or competition the entrants agree to the collection and use of their personal information by Oxford Group in accordance with the Privacy Policy.
- Oxford Group reserves the right to change the prize and the prize value or to pay a sum equal to the prize value in place of the prize, at its sole discretion without prior notice.

User IDs/Passwords

Use of certain features on the Website and App may be restricted and/or require registration. Oxford Group shall have the right, in its sole discretion, to refuse or restrict anyone from accessing the Website and App at any time for any reason. Access to our Social Media Channels may require that you create an account on the relevant social media platform.

Oxford Group reserves the right to require you to periodically change your Password. Oxford Group shall not be responsible for your failure to keep your password secure, or be liable for any loss or damage arising out of, or related to, your use of your Password by you or anyone other than Oxford Group.

Disclaimer

This Website, Social Media Channels and the App are provided by Oxford Group on an "as is" and "as available" basis. All representations or warranties of any kind, express or implied (whether by statute, common law or custom of the trade or otherwise), as to the operation or availability of this Website, Social Media Channels or the App or any of the functionality, content or information included in or accessed through them, are expressly excluded to the maximum extent permitted by law, including (without limitation) any warranties, guarantees or conditions of merchantability and fitness for a particular purpose. To the maximum extent permitted by law, we exclude any warranty that:

- The Website, Social Media Channels or App will be uninterrupted, timely, secure or error-free; or
- Any errors in the Website, Social Media Channels or App will be corrected.

Your use of this Website, Social Media Channels and/or the App is at your sole risk.

Limitation of Liability

Under no circumstances, shall Oxford Group or any of its employees, directors, venues or suppliers be liable to you or to any other person for any indirect, special, incidental or consequential losses or damages of any nature arising out of or in connection with the use of or access to or inability to use or access this Website, Social Media Channels and/or the App. To the fullest extent permitted by law, Oxford Group will have no liability for any damages or claims arising from or related to the Website, the App or the Social Media Channels or your access to or use of any of them.

Any material downloaded from or otherwise obtained through the Website, Social Media Channels or App is at your own discretion and risk and you will be solely responsible for any damage to any computer hardware, software or system or loss of data that results from the download of that material.

Nothing in these Terms of Use is to be interpreted as excluding, restricting or modifying or having the effect of excluding, restricting or modifying any rights you have under the Consumer Guarantees Act 1993 or the Fair Trading Act 1986, or rights you have under any other legislation, to the extent that those rights cannot be contracted out of.

International Use

We have used reasonable endeavours to ensure that the Website, the content of our Social Media Channels and App comply with New Zealand laws. However, we make no representations that the materials, promotions or functionality offered on the Website, Social Media Channels or App are appropriate or available for use in locations outside New Zealand. Anyone accessing the Website, Social Media Channels or App from other locations does so on their own initiative and is responsible for compliance with all applicable laws. If access or use of the Website, Social Media Channels or App, or use of any material or content on them or participation in any promotion offered through them are contrary to or infringe any applicable law in your jurisdiction(s), you are not authorised to access or use the Website, Social Media Channels or App and you must exit immediately.

All prices stated on the Website, Social Media Channels or The Oxford Group App are stated in New Zealand dollars.

Indemnification

You agree to defend, indemnify and hold Oxford Group and its owners, affiliates, subsidiaries, directors, shareholders, officers, employees, agents, and contractors harmless

from and against any and all claims, damages, costs, and expenses, including attorneys' fees, arising from or related to (i) your use of this Website, Social Media Channels and Oxford Club App and/or (ii) your breach of any of the Terms of Use.

Applicable Laws

These Terms of Use are governed by and construed under New Zealand law. You agree to submit to the exclusive jurisdiction of the Courts of New Zealand in respect of any dispute or matter arising out of or in connection with these Terms of Use, the Website, Social Media Channels or Oxford Club App. If you access or use this Website, Social Media Channels or the Oxford Club App from another jurisdiction, you are additionally responsible for compliance with all applicable local laws.

Submissions

All remarks, suggestions, ideas, graphics, posts, check-ins, images, comments or other information communicated by you to Oxford Group through the Website, Social Media Channels and/or Oxford Club App ("Submissions") will forever be the property of The Oxford Group. The Oxford Group will not be required to treat any enquiries, messages or content received via these channels as confidential, and may freely use any ideas for its business and without liability to or obligation to compensate the submitter of the idea. Without limitation, The Oxford Group will have exclusive ownership of all present and future existing rights to the Submission of every kind and nature everywhere and will be entitled to use the Submission for any commercial or other purpose whatsoever without compensation to you or any other person sending the Submission.

You acknowledge that The Oxford Group does not control any Submissions. By accessing or using the Website or Oxford Club App or Social Media Channels, you may be exposed to Submissions that may be offensive or otherwise objectionable. You acknowledge and agree that The Oxford Group is not responsible for any loss or damage that may be incurred by you as a result of any Submissions provided by any person, or as a result of any reliance placed by you on the completeness, accuracy or existence of any Submission. The Oxford Group Reserves the right (but will have no obligation) to review, edit or delete from the Website or Social Media channels any Submission which The Oxford Group in its sole discretion considers illegal, offensive, in violation of a third party right or otherwise inappropriate.

Email and Other Communications

In connection with your use of the Website, Social Media Channels and Oxford Club App, you consent to The Oxford Group recording any communication, electronic or otherwise, between you and The Oxford Group and retaining any information and data you submit while using the Website, Social Media Channels and Oxford Club App in accordance with the Privacy Policy.

Investigations

The Oxford Group may seek to gather information from any user who is suspected of violating these Terms and Conditions, and from any other user. The Oxford Group may suspend access to the Website or Oxford Club App or block from any Social Media Channels any users whose conduct or postings are under investigation and may remove such material from its servers or Social Media Channels as it deems appropriate and without notice.

If The Oxford Group believes, in its sole discretion, that a violation of these Terms of Use has occurred, it may edit or modify any submission, posting or e-mails, remove the material permanently, cancel postings, warn users, suspend users and passwords, terminate accounts or take other corrective action it deems appropriate.

Links and Advertisements

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