

# BrightSky Australia Card Program

## Terms and Conditions



1. The BrightSky Card is issued by, and remains the property of, BrightSky Australia ('BrightSky').
2. To be eligible for a BrightSky Card, BrightSky Card Holders must deposit, as a single amount, a payment equivalent to a full annual Contingency Aids Payment Scheme ('CAPS') payment (at prevailing government CAPS rate), or, as a single amount, a payment equivalent to a half annual CAPS payment, on their BrightSky Card. This entitles Card Holders to access the benefits specified in these Terms and Conditions.
3. The BrightSky Card will only be issued to personal customers.
4. No interest will be payable by BrightSky on funds held on the Card Holders Card.
5. BrightSky will add an additional \$50 in purchasing value to the BrightSky Card when a Card Holder deposits the full annual CAPS payment amount in a single deposit. This additional value will be added to the BrightSky Card when the BrightSky Card Holder, or an authorised person, places their first order.

BrightSky will add an additional \$25 in purchasing value to the BrightSky Card when a Card Holder deposits half the full annual CAPS payment amount in a single deposit. This payment will be added to the BrightSky Card at the time when the BrightSky Card Holder, or an authorised person, places their first order.

6. BrightSky will add a further \$25 in purchasing value to the BrightSky Card for each additional deposit a Card Holder makes of half the full annual CAPS payment amount in a single deposit, or \$50 in purchasing value to the BrightSky Card for each additional deposit a Card Holder makes of the full annual CAPS payment amount in a single deposit. The additional value will be added to their BrightSky Card when the BrightSky Card Holder, or an authorised person, places their next order after making the additional deposit.
7. Additional purchasing value added to the BrightSky Card must be used for product purchases and are not redeemable for cash or vouchers of any kind and cannot be used in conjunction with any other offer.
8. BrightSky Card Holders are entitled to up to two (2) free standard deliveries for each deposit received equivalent to a full CAPS payment amount. Deposits received equivalent to half the yearly CAPS payment amount entitle BrightSky Card Holders to one (1) free standard delivery.
9. Free delivery refers to BrightSky's standard delivery service (i.e. delivery within 3-10 days when an order is received before 3pm on the day of ordering); VIP delivery is available at additional charge. Please refer to BrightSky Australia's Terms of Trade which can be found at <http://www.brightsky.com.au/Aboutus/Termsoftrade.aspx> for further information.
10. From time to time, BrightSky Card Holders may be offered exclusive specials in addition to the benefits specified in these terms and conditions.

## BrightSky Australia Card Program Terms and Conditions



11. A receipt can be generated on request, however all BrightSky Card Holders will receive a statement at the end of each month.
12. Unspent deposited funds excluding the additional value added to the BrightSky Card can be withdrawn at any time subject to a withdrawal fee of \$25. The additional value added to the card is not refundable in cash.
13. Should the BrightSky Card Holder pass away, the BrightSky Card Holder's estate must apply to release unspent deposited funds excluding the additional value added to the BrightSky Card and is subject to a withdrawal fee of \$25.
14. After 12 months of BrightSky Card inactivity any unspent funds will be donated to ParaQuad NSW, a registered charity and public benevolent institution.
15. BrightSky Australia's Terms of Trade outline the general rights and responsibilities that apply for customers purchasing products and services from BrightSky Australia. Please refer to our full Terms of Trade which can be found at <http://www.brightsky.com.au/Aboutus/Termssoftrade.aspx> for further information.
16. BrightSky reserves the right to alter, or amend, the conditions of the BrightSky Card Program, or to terminate the scheme. However, these changes will not affect any benefits to which existing Card Holders were entitled at the time of their deposit to their BrightSky Card.
17. By depositing funds to their BrightSky Card a BrightSky Card Holder or an authorised person indicate that they agree to the terms and conditions contained in these Terms and Conditions and the BrightSky Terms of Trade.
18. Should there be a conflict between these Terms and Conditions and the BrightSky Terms of Trade, these Terms and Conditions shall prevail.
19. No failure or delay on the part of a party in exercising any of its rights under these Terms and Conditions shall operate as a waiver of those rights.
20. If any provision of these Terms and Conditions is held invalid, unenforceable or illegal for any reason, these Terms and Conditions shall remain otherwise in force apart from the said provision which shall be deemed deleted.