

Club Rip Curl Terms & Conditions

Club Rip Curl is a membership program that connects and rewards people from around the world who have a passion and love for all things surf and the beach lifestyle. Members of the club will receive a continuous stream of tips, tricks, hacks, and epic product that is designed to enhance the end-to-end surf and beach experience.

Effective date: 8.12.2021

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1. INTRODUCTION

- 1.1. These Terms and Conditions form the basis of Club Rip Curl. Members are responsible for reading and understanding the Terms.
- 1.2. Terms are effective from the effective Date specified above and may be amended by Rip Curl from time to time. The current Terms and Conditions are those available at <https://www.ripcurl.com/au/>
- 1.3. All Members are bound by these Terms.

2. DEFINITIONS

In these Terms, where capitalised, the following terms have the meaning given to them below, unless the context otherwise requires:

- 2.1. **Activity** means any transaction or actions under which Points are earned by a Member or under which Points are used or redeemed by a Member in accordance with these Terms.
- 2.2. **Benefit** means a benefit which accrues to a Member as Member pursuant to these Terms and includes the earning of Points, the use of Points and any other benefits provided to Members.
- 2.3. **Club Rip Curl Account** or **Member Account** means the dashboard record of the Member's Membership, which is available to the Member online at <https://www.ripcurl.com/au/>, which will include the Member's information, profile and Points Balance including a record of Points earned and Points used by the Member.
- 2.4. **Dollars, cents** and **\$** mean the amount identified in the local currency of the Member based on the address in their Member Account (ie NZD in the case of New Zealand Members, and AUD in the case of Australian Members).
- 2.5. **Eligible Family Member** of a Member means any person related to that Member in any of the ways described below:
 - a. Husband/Wife
 - b. Parent/Step-parent
 - c. Domestic Partner/De Facto
 - d. Child, including foster and step-child
 - e. Brother/Sister
 - f. Half Brother/Half Sister
- 2.6. **Eligible Persons** means individuals who are Australian and New Zealand residents.

- 2.7. **Eligible Purchase** means a purchase by a Member at retail level (and not for resale) of:
- a. Any product from a Rip Curl Store; or
 - b. A “Rip Curl” branded product from a Multibrand Store.
- 2.8. **Eligible Stores** are Rip Curl Stores and Multibrand Stores.
- 2.9. **Membership** means membership of Club Rip Curl.
- 2.10. **Member** means a current member of Club Rip Curl.
- 2.11. **Multibrand Store** means any physical or online multi brand retail store which sells products including Rip Curl products to ultimate consumers and that sells genuine new Rip Curl products purchased directly from Rip Curl Pty Ltd.
- 2.12. **Terms** means these Terms and Conditions as in force from time to time.
- 2.13. **Points** means Club Rip Curl points generated by members in accordance with these Terms.
- 2.14. **Points Balance** means the running balance of Points held by a Member from time to time as reflected in the Member’s Club Rip Curl Account, recognising Points earned less Points used/redeemed, in accordance with these Terms.
- 2.15. **Points Value** means the monetary value based on which Points are redeemed, being 100 Points equates to 5 cents (\$0.05).
- 2.16. **Rip Curl** means Rip Curl Proprietary Limited ABN 40 004 838 064 and its related bodies corporate, and where the context requires, the Rip Curl brand.
- 2.17. **Rip Curl Store** means:
- a. Rip Curl branded Flagship & Outlet physical stores located in Australia and New Zealand <https://www.ripcurl.com/au/stores.html> (Rip Curl Physical Stores);
 - b. Rip Curl owned Rip Curl branded ecommerce websites at <https://www.ripcurl.com/au> (“Rip Curl Online Stores”).

3. ELIGIBILITY

- 3.1. Club Rip Curl membership is available to Eligible Persons only. Eligible Persons can become Members of Club Rip Curl by signing up to the Club and providing the information requested. You can sign up in a Rip Curl Physical Store, online at our website, via our Search GPS Watch app, or by contacting our Customer Support Team.

- 3.2. No purchase is required to become a Member.
- 3.3. To be eligible for Club Rip Curl membership you must be a resident of Australia or New Zealand and Points can only be earned or used in Australia and New Zealand. Dollar amounts referred to in these Terms are AUD for Australian members and transactions and NZD for New Zealand members and transactions.
- 3.4. Items purchased using Points or a Club Rip Curl Benefit may not be resold for profit.
- 3.5. Club Rip Curl eligibility is restricted to one Membership per Eligible Person. You must use a genuine name, current address, contact number and date of birth (as well as other up to date and correct information as requested) in connection with your Club Rip Curl account.
- 3.6. Members must advise Rip Curl of any change of name, address, email or other details provided as soon as practical after the change by updating their Member Account. Written proof may be required for any change. Rip Curl is not responsible for any failure by a Member to update or keep current and accurate their Member details.
- 3.7. Rip Curl reserves the right to require such further information or evidence from Members or applicants for Membership as it deems necessary to administer Club Rip Curl and ensure that Members are eligible for Membership and entitled to their Points Balance.
- 3.8. Rip Curl may in its absolute discretion refuse to grant any person (including an Eligible Person) Membership or terminate any Member's Membership.

4. EARNING POINTS – ELIGIBLE PURCHASES

- 4.1. For every dollar that you spend on an Eligible Purchase as a Member, you will receive one hundred Points meaning 100 Points are earned for every \$1.00 of an Eligible Purchase. The spend includes GST where applicable. Points are not rounded in any way, for example an Eligible Purchase of \$79.95 will grant the user 7,995 Points.
- 4.2. Points from Eligible Purchases will be applied based on the allocated final retail price actually paid after any discount (including GST if applicable). Discounts applied to the total purchase price paid to multiple products purchased will be applied to all products equally. Points are earned on the dollar amount actually spent on the Eligible Purchase and are not earned to the extent Points, Vouchers or gift certificates are utilised.
- 4.3. For your purchase from Rip Curl Stores to automatically add to your Points Balance, you must identify yourself as a Club Rip Curl Member at the time of making your purchase, either by notifying our store staff at a Rip Curl Physical Store or by logging into your Club Rip Curl Account prior to checking out on Rip Curl Online Store.

- 4.4. For your purchase of Rip Curl products from Multibrand Stores, or from a Rip Curl store if you do not identify yourself at the time of purchase, to add to your Points Balance you must verify your purchase within 6 months of the purchase date by following a simple process, accessible through your Member Account which will include providing a copy of the tax invoice confirming the receipt of the Rip Curl products and identifying the price paid.
- 4.5. If you return a product on which Points have been earned for a refund, the amount refunded will be deducted from your total accumulated spend and Points balance. Members must identify themselves as Members when returning such products via Rip Curl Stores. If Points have been earned on the purchase of a Rip Curl product from a Wholesale Store, and that product is subsequently returned, Members agree to follow the process in clause 4.4 above and provide details of the return to have the relevant Points deducted from your Points Balance.

5. OTHER WAYS TO EARN POINTS

Club Rip Curl members can also earn Points, in addition to Eligible Purchases, in the ways set out in this section. The below measures may be offered in Rip Curl's absolute discretion from time to time, may be suspended or terminated at any time, and may be offered on such terms and conditions as Rip Curl determines. Rip Curl may also in its absolute discretion decide to offer members additional ways to earn Points and any such offers will be on the terms and conditions advised by Rip Curl.

5.1. Surfing via Rip Curl Search GPS watch

- a. Members who own and are registered users of a Rip Curl Search GPS watch and related app will be rewarded with 200 Points per wave surfed by them and captured on their Search GPS watch and uploaded to the Search GPS app, when uploaded to the app.
- b. Rip Curl may from time to time and on such conditions as it in its absolute discretion determines, offer other potential Points earning offers for Rip Curl Search GPS watch users related to different criteria it may identify (for example number of surfs, duration of a surf, size of swell, wave speed or other criteria it identifies from time to time), and may extend this offer to other GPS based surfing devices.
- c. Points earned by a Member through any surfing statistics uploaded to the Search GPS Watch app are capped at 40,000 Points for any calendar month.
- d. Points will only be earned for waves actually surfed by the Member (or other criteria identified as relevant) and recognised on the Search GPS Watch app. Rip Curl reserves the right to in its absolute discretion to not recognise data uploaded on a Search GPS watch or app as generating any Points, including where it has any reason to suspect fraud or manipulation. Note that the

accuracy of the GPS service and collection and recognition of measures by the GPS Watch and app is not warranted – see Search GPS Watch and App Terms and Conditions <https://searchgps.ripcurl.com/welcome/terms-and-conditions.html>

- e. Rip Curl may on such conditions as it in its absolute discretion determines, extend this benefit benefit to other applicable devices and related apps, including but not limited to, Garmin, Nixon, Wahoo and Apple watches.

5.2. Product Reviews

- a. Rip Curl may from time to time incentivise Members by inviting them to undertake online product reviews of its products that they have purchased with rewards of [up to] 10,000 Points for completion of such reviews. Such incentive offers will be made in Rip Curl’s absolute discretion and will be subject to such specific additional terms and conditions as Rip Curl identifies (but which will not be based on the rating of or comments in the review).

5.3. Member get Member

- a. Rip Curl may from time to time, in its absolute discretion and on such conditions as it requires, incentivise members to help us acquire new Club Rip Curl Members with awards of [up to] 10,000 Points.
- b. In the instance that the acquisition of new Club Rip Curl Members is incentivised, the referee must become a Club Rip Curl Member and complete their registration in full, including their Club Rip Curl Profile, in order for the incentive to be granted to the referrer.

5.4. Bonus Points Offers

- a. Rip Curl may from time to time, in its absolute discretion and on such conditions as it requires, offer additional or bonus Points at significant times or for milestones it identifies.

6. ADDITIONAL MEMBER BENEFITS

As well as earning Points, Club Rip Curl members will enjoy the following Benefits:

- 6.1. Digital Membership Card: A digital card will be made available to members for download which will be able to be saved to the digital wallet of applicable telephones and devices. Physical membership cards will not be issued. Your Membership Card will allow you to be recognised as a Member at point of sale in any Rip Curl Physical Store.

- 6.2. Surf lessons and coaching: A three-month free membership to 'Rip Curl - Surf Better Now' online surf school that delivers coaching content tailored to the nominated surfing ability of the member. This offer will be valid for a maximum period of 12 months from the initial date of member sign up.
- 6.3. Annual Birthday Gift: members will receive a \$20 Voucher for purchases of Rip Curl products from Rip Curl Stores. This birthday voucher will be an electronic voucher with a 30 day expiry and will be on such terms and conditions as to its use that Rip Curl advises.
- 6.4. Free online shipping: Members will receive free shipping within Australian and New Zealand for online purchases from the Rip Curl websites. Does not include express delivery.
- 6.5. Extended No Fault Returns: Members will be able to utilise Rip Curl's "change of mind" return right (see online terms and conditions) for 40 days from purchase (unlike standard 30 days).
- 6.6. Grassroots Surf and Beach Organisations support: Members will be able to nominate a Boardriders Club or Surf Lifesaving Club of which they are members, and Rip Curl will match the annual amount of Points accumulated (ie the gross number of Points added to the member's Points balance, ignoring use of Points) with a Points donation to that Club for the purchase of products or experiences by its members.
- 6.7. Priority Viewing of Ranges, Products and Offers: Members may receive early visibility of new ranges, products and offers 48 hours before the public.
- 6.8. Family Points Pooling: Eligible Family Members will be able to combine Points for use in a consolidated manner by following simple process accessed in your Member Account. Family Points may be combined and utilised to purchase higher value products or experiences than single family member Points balances may allow. Family Points Pooling will be limited to a maximum of 6 Eligible Family Members.
- 6.9. Wetsuit Recycling Voucher: Rip Curl may announce an annual Member Wetsuit recycling amnesty day or days on which members can bring into identified Rip Curl stores any number of old wetsuits of any brand, to be recycled under Rip Curl's wetsuit recycling program and receive a \$20 Wetsuit Recycling Voucher.
- 6.10. Goodbye receipts: electronic receipts will be retained against Members Accounts for purchases made as a Member (which earn or use Points) so Members will not need to keep physical receipts for warranties or returns for these transactions.

7. USING POINTS

Members can use Points included in their Points Balance in the following ways:

- 7.1. To purchase Rip Curl branded products from Rip Curl Stores: Members will be able to use Points to purchase Rip Curl products in Rip Curl Stores or on Rip Curl Websites, based on the Points Value of their Points and at the applicable final retail price (after any discounts, and including GST). Points may be combined with cash to make purchases where the member's Points Balance is not sufficient to purchase a product. Points will not be able to be used in Multibrand Stores to purchase products.
- 7.2. To purchase Rip Curl Experiences: Rip Curl may from time to time offer unique experiences for purchase by members, through fixed price or auctions or other means, in its absolute discretion and on such conditions as it requires. Such experiences will only be able to be purchased by Points Balances (ie without cash top ups).
- 7.3. To help the World/Environment: Rip Curl will identify global charity partners of Club Rip Curl to which members can donate Points from their Points balance by following simple steps accessed through their Member Account.

8. EXPIRY OF POINTS

- 8.1. All Points in a Member's Points Balance will expire after 24 months with no Activity on the Member's Account.
- 8.2. A Member's Points Balance is automatically terminated and all Points will expire on:
 - a. The death of the Member.
 - b. Termination of the Member's Membership due to breach of any of these Terms.
 - c. The Member terminating their Membership.

9. VOUCHERS

Club Rip Curl Members may from time to time be issued with Vouchers. The following conditions apply when redeeming a Voucher granted to Members (in addition to any specific terms identified on the Voucher or at the time of issue of the Voucher).

- 9.1. Vouchers can only be used to purchase Rip Curl branded products from Rip Curl Stores by the Member to whom the Voucher was issued.
- 9.2. Only one Rip Curl Club Voucher of any kind may be applied to a single transaction.
- 9.3. Birthday Vouchers are valid for the 30 day period identified on the voucher only.

- 9.4. Birthday Vouchers can be redeemed at any Rip Curl Stores.
- 9.5. Wetsuit Recycling Vouchers are single use Vouchers and valid for use only at the participating Rip Curl Store at which the wetsuit(s) were recycled on that same day and in a single transaction to purchase a wetsuit. Only one wetsuit Recycling Voucher will be issued to a Member no matter how many wetsuits are recycled by that Member.
- 9.6. Vouchers will automatically expire and terminate at the end of the validity period identified, and the remaining value of the Voucher will be lost automatically at this time.
- 9.7. To redeem a Voucher online, you must first log into your Club Rip Curl account and follow the redemption process in the Shopping Cart Summary.
- 9.8. Vouchers cannot be used to purchase gift cards or e-gift cards.
- 9.9. Vouchers cannot be exchanged for cash.
- 9.10. Unless identified as a single use Voucher (such as the Wetsuit Recycling Voucher), you do not need to use the entire value of a Voucher in a single transaction. Any unused balance will remain on the Voucher until the value of the Voucher has been used in full or the Voucher expires.
- 9.11. Vouchers can only be used/redeemed by the relevant Club Rip Curl Member. You will need to log into your Club Rip Curl account online or identify yourself as the Club Rip Curl Member in store, in order to use your Reward Voucher. Vouchers cannot be combined, including with other Family Members.
- 9.12. Additional Vouchers may be issued with such validity periods and on such additional or alternative terms as Rip Curl in its absolute discretion imposes and any such terms will to the extent of any inconsistency, override the above terms.

10. REFUNDS

- 10.1. Refunds to which a Member is entitled will be given in the form of currency used for the purchase (ie if Points were used to purchase a product that is returned for a refund, Points will be credited for the refund, or Points and cash used then Points will be credited to the extent used and cash refunded to the extent used). If and to the extent a Voucher was used for the relevant purchase, a replacement Voucher will be given as refund (with the same expiry date).
- 10.2. If multiple products were purchased using more than one form of payment (eg cash, Points, Voucher) and a product is returned for a refund, the following will apply up to the refund amount:
 - a. First, Points will be given as a credit up to the extent Points were used for the total purchase transaction;
 - b. Second, if the refund amount is not met, then if a Voucher was used for the total purchase transaction, a replacement Voucher (of the same expiry date) will be issued up to the amount of the Voucher; and
 - c. Third, if the refund amount is still not satisfied, cash will be used.

11. MEMBER OBLIGATIONS AND RESPONSIBILITIES

- 11.1. Members must not:
 - a. Engage in behaviour or act in any way that breaches these Terms and Conditions;
 - b. Engage in any illegal or fraudulent activities in regards to the gain of points under the membership; or
 - c. Attempt to sell, assign, transfer, acquire or use any Points other than in the allowable and outlined ways under these Terms and Conditions
- 11.2. Members are responsible for alerting Rip Curl of any omission or incorrect entry of Points within 6 months of any Activity outlined as granting the member points under these Terms and Conditions.

12. COMMUNICATIONS WITH RIP CURL AND OPTING OUT

- 12.1. When joining Club Rip Curl your information is collected so that we can communicate with you as a Club Rip Curl Member and provide you with offers and information from Rip Curl. By providing your information you agree to be contacted for this purpose.
- 12.2. You can opt out of receiving marketing information and communications at any time if you chose to do so through your Member Account, or by clicking on the unsubscribe link in any email we send you. Opting out in this way will not result in termination of your Club Rip Curl Membership.

- 12.3. Members may elect to terminate their Club Rip Curl Membership at any time by notifying us. Any Points held at this time will be cancelled and you will be unsubscribed from receiving marketing information and communications.
- 12.4. Each Member acknowledges that Rip Curl collects, uses and discloses information about the Member, in accordance with the Privacy Policy available on the Rip Curl website, which contains more detailed information about how a Member's personal information is processed.
- 12.5. This section survives the termination of these Terms and of Club Rip Curl.

13. TERMINATION OR SUSPENSION OF CLUB RIP CURL MEMBERSHIP

- 13.1. Rip Curl gives no warranty as to the continuing availability of Club Rip Curl and reserves the right to suspend or terminate the Club Rip Curl program at any time. We will endeavour to provide you at least 3 months notice if we decide to do this. Members will be able to redeem existing Points Balances during this notice period subject to these Terms, and all accrued Points remaining on termination will lapse.
- 13.2. The breach of any of these Terms may result in immediate termination of your Club Rip Curl Membership and immediate loss of any Points Balance and other Benefits. Rip Curl reserves the right to review Members details and audit Members' Points Balances to confirm that the Member is and remains an Eligible Person and/or is entitled to their Points Balance, and may suspend a Member's Club Rip Curl Membership during any such review (during which time Points may not be redeemed).
- 13.3. In the instance that your membership is suspended or terminated you will not be entitled to any compensation for existing Points or Benefits.

14. OTHER IMPORTANT TERMS (SEVERABILITY, LIABILITY AND CHANGES)

- 14.1. By accepting Club Rip Curl membership and any of its Benefits or other services, you agree to these Terms and any variation to them. You also agree to provide Rip Curl with any changes to your contact details from time to time.
- 14.2. Rip Curl may amend these Terms and Conditions from time to time, including the Benefits available. Rip Curl will make all reasonable efforts to communicate changes using such methods including, but not limited to, the Club Rip Curl Newsletter, emails provided to the email address provided by the Member in their Member Account, the Member's Rip Curl web account, text message or push notification. In the instance that these Terms and Conditions are amended, the changes will take effect from the time the amendment is made or its stated effective date, and continued Activity will be taken as acceptance of these changes.

- 14.3. Where such amendments may limit or negatively impact on Benefits, Rip Curl will give 3 months notice of such changes, and in this case Members will be taken to have received the notice if communicated by the means outlined above in clause [13.2].
- 14.4. If part or all of any provision of these Terms is invalid, illegal or unenforceable then it will first be read down to avoid that consequence, but if that is not possible it will be severed from these Terms and the remaining provisions of these Terms will continue to have full force and effect.
- 14.5. Rip Curl acknowledges that certain jurisdiction's laws imply terms, conditions or warranties into contracts for the supply of goods or services that cannot be excluded. For example, for consumers in Australia, certain goods and services come with statutory guarantees under the Australian Competition and Consumer Act 2010 (Cth) and the New Zealand Consumer guarantees Act 1993 such as that they will be provided with due care and skill and be reasonably fit for their purpose. Nothing in these Terms is intended to exclude or restrict the application of such laws.
- 14.6. Subject to clause [13.5] (above), and to the extent permitted by law in any applicable jurisdiction, Rip Curl and any of their related bodies corporate and their officers, employees or agents are not liable for any loss or claim of any kind (including, without limitation, consequential or economic loss or loss of profits), arising under or in connection with these Terms or Club Rip Curl, including, without limitation, any changes to the Terms or Club Rip Curl, save to the extent that such loss or claim arises from the negligence or wilful misconduct Rip Curl Group Company or a related body corporate, or any of their officers, employees or agents.
- 14.7. All content and materials used in Club Rip Curl promotional materials are the property of Rip Curl to the extent provided for under the *Copyright Act 1968* (Cth).
- 14.8. If you have queries regarding the Club Rip Curl, you can read more about Club Rip Curl Membership in our Help Centre, located via the Member's account dashboard.
- 14.9. Personal information provided will be managed in accordance with these Terms and Rip Curl's Privacy Policy. A copy of our privacy policy is available at <https://www.ripcurl.com/au/policies/privacy.html> (AU) or <https://www.ripcurl.com/nz/policies/privacy.html> (NZ).
- 14.10. These Terms and our membership of Club Rip Curl are governed by and will be construed in accordance with the laws of the State of Victoria, Australia. In any legal action or other process with respect to these Terms or Club Rip Curl membership, members submit to the non-exclusive jurisdiction of the Courts of the State of Victoria, Australia.