

## The Speakeasy Group App Terms & Privacy

### Information about:

- How to register for The Speakeasy Group App
- How to receive and redeem various services, rewards, gifts, prizes, and/or promotions available to members of The Speakeasy Group App, which may include food/beverage items, non-food items, and/or promotional offers or information (Promotions)
- How to use The Speakeasy Group App

### These form part of the following Terms and Conditions:

By downloading and registering for The Speakeasy Group App and/or accessing, or using the app, you accept these Terms and Conditions. If you do not agree with these Terms and Conditions, you should not use the Service.

We, The Speakeasy Group reserve the right to, suspend, or terminate the Service (or any part of it) at any time without prior notice.

You may only join and participate in or use The Speakeasy Group App and provide personal information if you are an Australian resident aged 18 years or over.

Once you join or use The Speakeasy Group App, you are bound by these Terms and Conditions, and your parent or guardian who provided consent (if applicable) will also be bound.

**This app is built by LOKE, and LOKE Terms and Conditions can be found at <http://tidy-assets.s3.amazonaws.com/terms/terms-links.html>**

### How to register for The Speakeasy Group App:

You must download AND register for The Speakeasy Group App to receive and redeem Promotions and use the app generally. You cannot register for The Speakeasy Group App if you are under 18.

You can register for The Speakeasy Group App by downloading from Apple or Google Play and registering in the app to create an account here:

Links Here: <https://apps.apple.com/au/app/the-speakeasy-group/id6463707808>  
<https://play.google.com/store/apps/details?id=au.com.speakeasygroup>

The information that you provide in registering your account must be current, correct, and complete. You are only able to register and maintain ONE account, and the account must be in your own name. You must not use another user's account.

We can refuse membership and account registration requests. This includes where you have previously been banned from The Speakeasy Group App or The Speakeasy Group website.

We may refuse requests to log in to the app if they are the same as or similar to existing log-ins; or are inappropriate, offensive, obscene, abusive, defamatory, or illegal; or infringe copyright, contain brand names, company names, or registered trademarks; or contain names of high-profile or public figures; or contain words promoting political, religious, social, or economic issues; or use the name of another person.

We may ask you to produce identification to confirm your details and eligibility. If you choose not to provide identification, we may cancel your Account.

You must keep your account details confidential, and you are responsible for any activity on your Account.

You must immediately notify us of any unauthorized use of your account or password or any other security breach.

It is your responsibility to request we delete your Account when you no longer wish to be a user. If we terminate The Speakeasy Group App, we will notify you using The Speakeasy Group App and via email.

We will not be liable for the termination of The Speakeasy Group App or loss of your Speakeasy Group App Promotions.

We also run other promotions and competitions outside The Speakeasy Group App. They are run in accordance with their own terms and conditions.

### **The Speakeasy Group App**

The Speakeasy Group App allows you to use the app to pay for products at participating Speakeasy Group venues.

As the functioning of the closest location finder relies on third-party systems, Speakeasy Group does not promise that the location finder will be available or accurate at all times. Opening and closing hours are correct at the time of publishing but subject to variation.

### **Signing In**

In order to use The Speakeasy Group App in full, you must join The Speakeasy Group Hospitality app. When you create an Account for the app, you accept these Terms and Conditions in relation to The Speakeasy Group App.

### **Promotions**

We may conduct surprises, offers, discounts, competitions, incentive programs, or offers for The Speakeasy Group App users (generally, Promotions). These Promotions are subject to their own terms and conditions as well as these Terms and Conditions.

We may offer services, rewards, gifts, prizes, or other promotions to The Speakeasy Group App users (Promotions). The Promotions may be provided by us or a third party (Promotion Partner). The nature, quantity, availability, and award of Promotions are in our absolute discretion.

To redeem a Promotion, you must follow the instructions provided by The Speakeasy Group and/or the Promotion Partner.

Any additional costs which may be incurred in redemption of a Promotion, such as traveling to and from a Speakeasy Group location, are your responsibility.

You must redeem Promotions within the time stated. Otherwise, it will expire. There may be limits on the number of Promotions you can receive, or other conditions such as the time of day, day, availability at a particular Speakeasy Group location, or similar.

Subject to law, these are subject to change without notice. We are not responsible if a Promotion is or becomes unavailable. We are not responsible for any variation in Promotion or their value. Promotions cannot be used in conjunction with any other Promotion, claim, offer, upgrade, promotion, or discount or similar.

It is your responsibility to ensure that Promotions are suitable for you. The Speakeasy Group or the Promotion Partner may ask you to provide photo ID to confirm you are the Account holder before you can redeem a Promotion. Promotions must be taken as offered and cannot be sold, transferred, assigned, or otherwise dealt with.

Promotion is not replaceable if lost or stolen. Promotion will be declared void if stolen, forged, mutilated, or tampered with in any way.

Promotion is not exchangeable and cannot be taken as cash. We accept no responsibility for any tax implications – you should seek your own financial advice.

If a Promotion Partner is providing the Promotion, they are responsible for the Promotion, not us, and they are not our agent (and we are not their agent).

You should address any queries about the Promotion to the Promotion Partner. Subject to law, we are not liable for the availability, quality, or fitness for purpose of Promotion offered by a Promotion Partner Payment.

Payments made through The Speakeasy Group App must be paid for by credit or debit card via the payment facility provided. This secure payment facility is provided by a third-party payment gateway provider. We do not store your full credit card or debit card details. The User must connect a preferred payment method through The Speakeasy Group App, but our third-party provider will store these details for future retrieval.

Users expressly consent to us sharing their personal information with any third-party payment provider we engage from time to time. Requests for refunds should be directed to the management of the relevant locations.

## Points

Purchases made through The Speakeasy Group App will result in the dollar amount to be transferred into points subject to The Speakeasy Group. As of March 2024, every dollar spent equals 1,000 points. Points can be saved and used on offers and promotions within The Speakeasy Group App. Point values are determined by The Speakeasy Group and their locations. Points will expire if there is no account activity.

## General

The Speakeasy Group reserves the right to vigilantly monitor Account activity and maintains the authority to, at our discretion, suspend or terminate your Account and/or access to The Speakeasy Group App. This action may be taken particularly in instances where signs of fraud, abuse, suspicious activity, or a breach of these Terms and Conditions are identified. Our prerogatives are safeguarded in the event of any violation of these Terms and Conditions, our rights, or engagement in unlawful activities.

Should there be suspicion of your use of automated software or any other mechanical or electronic method to accept, receive, and/or redeem Promotions, or to exploit other promotional features, we retain the authority to suspend or terminate your Account, payment capabilities, and/or access to The Speakeasy Group App.

The Speakeasy Group App is provided on an "as is" and "as available" basis, and we disclaim any warranties, whether expressed or implied, including merchantability, non-infringement, and fitness for a particular purpose. The assurance that The Speakeasy Group App will be error-free or free from harmful code is not guaranteed, as per the extent permitted by law.

We hold no liability, within the limits permitted by law, for any loss or claim incurred as a result of your use of The Speakeasy Group App.

Our commitment to guarantees under the Australian Consumer Law cannot be excluded. You, as a user, have rights for both major and minor failures under the Australian Consumer Law. In cases of major failure, you may be entitled to a refund or compensation for the diminished value of goods or services. For minor failures, we may opt to provide you with a replacement, refund for goods or services, or re-supply a service, in addition to other entitlements.