

MICAWBER MEMBERS REWARDS TERMS AND CONDITIONS

EFFECTIVE JUNE 2022

1. MICAWBER MEMBERS TERMS AND CONDITIONS

1.1 These Terms and Conditions govern the rewards program known as Micawber Members. It is every Member's responsibility to read and understand them.

1.2 These Terms and Conditions are effective as at the date specified above and may be amended by Micawber Tavern, from time to time in accordance with clause 4. Any amendments to the Terms and Conditions will be available on the Website and take effect immediately at the time they appear on the Website.

2. DEFINITIONS

In these Terms and Conditions unless the context otherwise requires:

'Australian Consumer Law' has the meaning given in the Competition and Consumer Act 2010 (Cth);

'Benefits' means any discounts, bonuses, prize draws, or other arrangements offered or available to a member as a result of Membership, including earning and redeeming Points;

'Gift Card' means a gift card issued to a Member as a Reward pursuant to these Terms and Conditions, which may be used for payment, towards the goods and services offered by a third party, up to the dollar value stored on the gift card;

'Member' means a person who is a member of Micawber Members

'Membership' means membership of Micawber Members

'Member Card' means the card issued by Micawber Tavern to Members in relation to their Membership;

'Points' means the points awarded to Members in Micawber Members pursuant to these Terms and Conditions;

'Micawber Members' means the Membership program in relation to Micawber Tavern in accordance with these Terms and Conditions;

'Personal Information' means any information or opinion (irrespective of the medium in which this is stored or kept) about Members, whether true or not, from which the identity of Members can be reasonably ascertained including without limitation:

a) details in relation to your patronage of the Venue;

b) details in relation to your use of Voluntary Pre-Commitment;

c) details in relation to Points that you have accrued;

d) details in relation to requests you have made for Rewards (and the outcome of those requests);
and

e) your personal details such as name, address, phone number, email address, date of birth and any other information provided in your Membership application form;

'Promotional Offers' means the ad hoc or targeted promotional offers to Members or groups of Members that may change from time to time;

'Rewards' means items, Venue Vouchers, Gift Cards, Third Party Offers, goods or services described as rewards on the Website from time to time that are available to a Member as a result of achieving certain criteria;

'Terms and Conditions' means these terms and conditions as amended from time to time;

'Third Party Offer' means an offer to a member made by a third party permitted by, but not related to, Micawber Tavern as an adjunct to Micawber Members;

'Venue Voucher' means a voucher issued to a Member as a Reward pursuant to these Terms and Conditions, which may be used for payment, towards food and beverages offered by a Participating Venue, up to the dollar value shown on the voucher;

3. MEMBERSHIP

3.1 Membership is only available to Australian residents who are aged 18 years or over. They must reside/live within 5km of the venue, be considered a local to the Dandenong Ranges area (towns of

which are including but not limited to Belgrave, Emerald, Kallista, Menzies Creek, Monbulk, Olinda, Sassafras, Selby, Sherbrooke, Tecoma, and Upper Ferntree Gully) / or a regular patron of the venue, all of which are decided by Micawber Tavern Management on a case-by-case basis. Membership is only open to individuals and not corporations or other entities.

3.2 A person may apply to become a member by completing a Membership application form (either via the website or a physical form). By signing or electronically submitting the Membership application form each Member acknowledges that they have read, understood, and agree to be bound by these Terms and Conditions, including being informed of and subscribed to by the Micawber Tavern.

3.3 A person's Membership becomes effective from the time a Card has been issued at which time the Member offer constituted by the application shall be deemed accepted by Micawber Tavern and the Member will thereby, without more, be bound by these Terms and Conditions.

3.4 A person who has applied to become a member under clause 3.2 (whether that person has applied via a physical form or via website) will not be entitled to a Card until that person presents an acceptable form of original identification to a member of staff at a Participating Venue. Acceptable forms of identification are detailed in clause 3.5.

3.5 Acceptable forms of identification include a current driver's licence or learner permit, current passport, proof-of-age card, Keypass (in all States or Territories other than NSW and WA), or foreign driver's licence if such documents contain a photo of the person to whom it is issued and indicate by reference to the person's date of birth or otherwise that the person has attained the age of 18.

3.6 Membership is granted and maintained at the discretion of Micawber Tavern.

3.7 Micawber Tavern may exclude or suspend any person from participation in the membership program.

3.8 The Member undertakes to notify Micawber Tavern as soon as possible, through a Participating Venue, of any change of name, address or other identifying details and present appropriate identification as required to validate such change.

3.9 Members that are excluded or self-excluded from any Participating Venue may have their Membership suspended or terminated. **See clause 11.6**

4. CHANGES TO MICAWBER MEMBERS

4.1 Micawber Tavern may make any changes to Micawber Members Rewards from time to time, including without limitation, the Terms and Conditions and associated Benefits, Rewards or Voluntary Pre-Commitment features, by publishing those changes on the Website. Any such changes will not be effective until the expiry of at least 30 days after the date they are first published on the Website.

4.2 Micawber Tavern may, at any time, cancel Micawber Members in whole or in part or suspend it for any reason by giving notice of the cancellation or suspension on the Website. Any such cancellation or suspension will not be effective until the expiry of at least 90 days after the date on which the notice is first published on the Website. Upon cancellation, any Micawber Members Points which have not been redeemed will immediately and automatically be deemed surrendered by the Member and cancelled.

4.3 If Micawber Tavern:

(a) makes a change to Micawber Members pursuant to clause 4.1 that is likely to have a materially detrimental effect on Members; or

(b) cancels or suspends Micawber Members pursuant to clause 4.2,

Micawber Tavern will notify affected Members via email or post.

5. MICAWBER MEMBERS CARDS

5.1 A person is only entitled to one Membership number and is permitted only one Micawber Members Card or in app barcode displaying that number.

5.2 All Micawber Members Cards remain the property of Micawber Tavern and must be returned to an Micawber Tavern Staff Member on request.

5.3 Without prejudice to clause 3.3, each use of a Micawber Members Card or in app barcode is deemed acceptance of these Terms and Conditions.

5.4 It is the sole responsibility of the Member to protect their Micawber Members Card and take precautions against loss or unauthorised use.

5.5 A Micawber Members Card or in app barcode issued to a Member may only be used by that Member for the purposes of their Membership. The Member must not give their Micawber Members Card or in app barcode to another person or Member for any purpose whatsoever. An Micawber Tavern Staff Member may require a person to produce identification satisfactory to that Micawber Tavern Staff Member for the purposes of verifying that a Micawber Members Card or in app barcode is being used by the relevant person to whom it was issued and such person must immediately comply with such request.

5.6 Members must notify Micawber Tavern as soon as is reasonably practical, through a Participating Venue, of any damage, loss or theft of their Micawber Members Card. Micawber Tavern may replace a damaged, lost or stolen Micawber Members Card at its discretion subject to the relevant Member satisfying Micawber Tavern's identification requirements.

6. MICAWBER MEMBERS POINTS AND BENEFITS

6.1 A Member may only earn Micawber Members Points and take advantage of Benefits as set out in the table below and as varied and/or replaced from time to time by Micawber Tavern as detailed on the Website.

Points earned in a Participating Venue

* Spend is required in a single transaction to qualify for a point. Excludes spend at outlets operated by third parties.

6.2 Micawber Tavern may place a cap on the Point earning capacity of an individual Member.

6.3 Micawber Members Points and Benefits cannot be transferred to another Member and can only be used by the Member whose name appears on the Micawber Members Card or in app barcode.

6.4 Benefits are offered subject to availability. Micawber Tavern and its Related Bodies Corporate shall not be responsible for the unavailability or withdrawal of any particular Benefit. Micawber Tavern may limit the goods and services on which Micawber Members Points may be earned and Benefits applied.

6.5 Particular Benefits (such as once-off Member prizes, discounts, birthday venue vouchers or other Benefits that result from a Promotional Offer as set out in clause 8) may be accompanied by and subject to terms and conditions in addition to these Terms and Conditions.

6.6 Benefits cannot be used in conjunction with any other promotional offer or discount (including supermarket discount vouchers), unless otherwise specified in the terms and conditions of a particular offer or promotional event.

6.7 In order to earn Micawber Members Points or Benefits, it is the Member's responsibility to ensure that their Micawber Members Card or in app barcode has been presented at the time of the transaction.

6.8 It is the Member's responsibility to check at the time of the transaction that Micawber Members Points have been correctly allocated to their Micawber Members Card or to their Micawber Members Rewards app and immediately notify a Micawber Tavern Management at the time or by writing of any discrepancies. hello@micawbertavern.com.au

6.9 Micawber Tavern may adjust the Micawber Members Points or Benefits.

6.10 Micawber Members Points will expire **12 months** from the date of earning **those** Micawber Members Points, if not redeemed sooner. When redeeming Micawber Members Points, the oldest Micawber Members Points will be deducted first. Micawber Tavern do not have to notify participating members of expiring points.

6.11 Micawber Members Points and Benefits cannot be re-credited once they have expired.

6.12 Micawber Tavern may reverse or cancel any Micawber Members Points credited to a Member incorrectly or not in accordance with the Terms and Conditions.

6.13 Micawber Tavern and its Related Bodies Corporate exclude and limit liability in relation to Micawber Members Points and Benefits pursuant to the terms of clause 14.

7. REWARDS

7.1 Members may exchange Micawber Members Points for Rewards as set out in the table below and as varied and/or replaced from time to time by Micawber Tavern as detailed on the Website.

Points redeemed only at the Micawber Tavern

*Points may not be redeemed for CASH – Points are only permitted for use at the Micawber Tavern Belgrave

7.2 Rewards and points are offered and are subject to change and availability at discretion of the Micawber Tavern (and management). Micawber Tavern shall not be responsible for the unavailability or product or promoted offers or withdrawal of bonuses and points without notice of any Rewards offered, notified, or promoted and may accept or reject any request to receive a Reward or Points Bonuses.

7.3 In exchanging Micawber Members Points for Rewards, the Members must present their Micawber Member Card or App QR Code/BarCode and comply with any validation and identification tests required by Micawber Tavern Staff Members and management, including, without limitation providing their name, address, date-of-birth and/or PIN or member number.

7.4 Member's Micawber Members Points may not be combined with any other Member's Micawber Points to claim Rewards. Members cannot share / combine points and rewards.

7.5 Once issued, Rewards cannot be refunded, returned or exchanged for cash or replaced if lost or stolen.

No change or voucher can be given on the unused portion of a Reward.

7.5 A Stolen / Lost Card

If a member's card is lost or stolen – a replacement card can be re-issued at the discretion of Micawber Tavern Management only. Member must submit in writing to request a member card replacement. New members card and card number will or can be re-issued with the new member card being issued with new status (as a new application). Points and bonuses will not be transferred.

7.6 Particular Rewards, such as those which result from Promotional Offers described in clause 8, may be accompanied by and subject to terms and conditions in addition to these Terms and Conditions.

7.7 Micawber Tavern and its Related Bodies Corporate exclude and limit liability in relation to Rewards pursuant to the terms of clause 14.

8. PROMOTIONAL OFFERS

8.1 Micawber Tavern may, from time to time, make Promotional Offers to individual Members or groups of Members and to the exclusion of other Members. Promotional Offers may include Benefits, Micawber Members Points and Rewards subject to the terms and conditions of the Promotional Offers.

8.2 The types of Promotional Offers Micawber Tavern may make from time to time include, without limitation, offers for discounted food and beverage, venue vouchers and/or bonus Micawber Members Points in exchange for the Member using their Micawber Members Card or in app barcode in a certain way or entering into promotional activities such as trade promotions and bonus points games or draws.

8.3 Micawber Tavern and its Related Bodies Corporate exclude and limit liability in relation to Promotional Offers pursuant to the terms of clause 14.9.

9. THIRD PARTY OFFERS

9.1 Micawber Tavern may notify Members of Third Party Offers from time to time. Even though Micawber Tavern may provide a Member with the notification of the Third Party Offer, Members acknowledge and agree that Third Party Offers are not provided by Micawber Tavern or a Participating Venue, but by the relevant third parties.

9.2 Third Party Offers may be subject to terms and conditions of the third party supplier and may be withdrawn at any time without notice or giving reasons.

9.3 Micawber Tavern and its Related Bodies Corporate exclude and limit liability in relation to Third Party Offers pursuant to the terms of clause 14.

10. PERSONAL IDENTIFICATION NUMBER (PIN)

10.1 Micawber Tavern may request a Member to select a PIN in a format required by Micawber Tavern.

10.2 Members must not disclose their PIN to another person or Member.

10.3 A PIN may only be selected or reset by a Member upon presentation of appropriate identification to Micawber Tavern as outlined in clause 3.5.

10.4 Micawber Tavern or its Related Bodies Corporate will not be liable for any unauthorised use of Benefits or Rewards as a result of a Micawber Members Card or mobile phone being lost or stolen or if a PIN has become known to another person.

11. OPT-OUT/SURRENDER/ SUSPENSION / TERMINATION OF MEMBERSHIP

11.1 If the Member wishes to surrender/cancel their Membership they may do so at any time by notifying a Micawber Tavern Staff Member/and or management in person or by written notification and returning their Micawber Members Card to the Micawber Tavern. Members can communicate to by contacting Micawber Tavern using the 'Contact Us' form on the Website or email:

hello@micawbertavern.com.au

11.2 Micawber Tavern may suspend or terminate a Member's Membership, where it has determined that a Member has failed to comply with these Terms and Conditions, has engaged in dishonest or fraudulent activity, has been intimidating or disruptive to patrons or staff, is suffering mental incapacity, is causing or is likely to cause reputational damage to Micawber Tavern and/or its Related Bodies Corporate and/or a Participating Third Party Venue (if applicable) or where required to do so by law.

11.3 Membership will immediately and automatically terminate upon the death of the Member.

11.4 Unless Micawber Tavern determines otherwise, if a Member's Membership has been suspended, that Member will not be entitled to participate in Micawber Members Rewards, earn any Micawber Members Points, take advantage of Voluntary Pre-Commitment, take advantage of Benefits, or claim any Rewards pending further notice from Micawber Tavern.

11.5 Unless Micawber Tavern determines otherwise, upon termination of a Member's Membership, any Micawber Members Points that have been accumulated by the Member will immediately and automatically be deemed surrendered by the Member and cancelled.

11.6 For the avoidance of doubt, if a Member's Membership is terminated or suspended by reason of the Member becoming self-excluded pursuant to **clause 3.9**, Micawber Tavern will afford the Member a reasonable opportunity to redeem their points at Management discretion.

11.7 Members utilising Micawber Members Rewards at any Participating Venue in Victoria consent to Micawber Tavern sending an opt-out notice at least once a year informing Members of their right to opt-out of Micawber Members Rewards.

11.8 Members utilising Micawber Members Rewards at any Participating Venue or third party promotion in Victoria consent to Micawber Tavern sending self-exclusion information, responsible drinking information and an opt-out notice informing Members of their right to opt-out of Micawber Members Rewards at least once a year.

11.9 If a member utilising Micawber Members Rewards at any Participating Venue in Victoria has elected to collect their player activity statement from a Participating Venue and does not collect it

within one month after the day on which notice of the availability of the statement is sent by Micawber Tavern, the Member's Membership will be immediately and automatically suspended until the Member collects the statement. Written notice of such suspension will be sent to the Member.

11.10 If a Member utilising Micawber Members Rewards at any Participating Venue in Victoria has elected to collect their player activity statement from a Participating Venue and does not collect it within 3 months after the day on which notice of the availability of the statement is sent by Micawber Tavern, the Member's Membership will be immediately and automatically terminated. Written notice of such termination will be sent to the Member.

12. VOLUNTARY PRE-COMMITMENT ? Gaming ?? -

12.1 For Members utilising Micawber Members Rewards at a third party venue or another body participating in promotion

12.1.1 Members may utilise Voluntary Pre-Commitment in conjunction with their Micawber Members Card or in app barcode. Procedures for doing so are set out in the brochure accompanying the Micawber Members Rewards application form and as varied and/or replaced from time to time by Micawber Tavern as detailed on the Website.

12.1.2 If utilised, the Voluntary Pre-Commitment will allow a Member to set a limit on:

(a) the amount of time, in a 24 hour period determined by Micawber Tavern, that the Member may play Games using their Micawber Members Card or in app barcode; and/or

(b) the Member's net loss, in a 24 hour period determined by Micawber Tavern, on Games played using their Micawber Members Card or in app barcode.

12.1.3 If a limit referred to in clause 12.1.2 above is reached, the Member will receive an electronic notification superimposed on the screen of the machine upon which the Game is then being played. At that time, although the Member may continue playing Games, the Member will cease to earn Micawber Members Points as a result of any further Games played before the commencement of trading at a Participating Venue on the next trading day.

12.1.4 If a Member has set a limit referred to in clause 12.1.2 above, any new limit set by the Member that increases the amount of time or net loss, will not take effect until commencement of trading at a Participating Venue on the next trading day.

12.1.5 If a Member has set a limit referred to in clause 12.1.2 above, any new limit set by the Member which decreases the amount of time or net loss, will take effect immediately.

12.1.6 A player activity statement regarding the Member's playing of Games under Micawber Members Rewards will be made available to the Member on request at a Participating Venue. The player activity statement will be provided free of charge.

12.1.7 Each Member utilising Micawber Members Rewards at any Participating Venue in Tasmania consents to Micawber Tavern providing player activity statements to that Member regarding the Member's playing of Games under Micawber Members Rewards at least once a year. If requested by a Member, an additional copy of a player activity statement will be provided to that Member. If the Member has not elected in their Micawber Members Rewards application form to receive their player activity statement by post, email or by collection at a Participating Venue, unless Micawber Tavern is otherwise notified by the Member in writing, the Member will be deemed to have elected to receive their player activity statement by post.

12.1.8 Micawber Tavern and its Related Bodies Corporate exclude and limit liability in relation to Voluntary Pre-Commitment pursuant to the terms of clause 14.

12.2 For Members utilising Micawber Members Rewards at any Participating Venue in Victoria:

12.2.1 Members may utilise Voluntary Pre-Commitment in conjunction with their Micawber Members Card or in app barcode. Procedures for doing so are set out in the brochure accompanying the Micawber Members Rewards application form and as varied and/or replaced from time to time by Micawber Tavern as detailed on the Website.

12.2.2 If utilised, Voluntary Pre-Commitment will allow a Member to set certain limits on:

(a) the amount of time that the Member may play Games using their Micawber Members Card or in app barcode; and/or

(b) the Member's maximum loss, in a certain period on Games played using their Micawber's Card or in app barcode.

12.2.3 If a limit referred to in clause 12.2.2 above is reached, the Member will receive an electronic notification superimposed on the screen of the machine upon which the Game is then being played. At that time, although the Member may continue playing Games, the Member will cease to earn

Micawber Members Points as a result of any further Games played until the relevant period to which the limit relates has expired.

12.2.4 If a Member has set a limit referred to in clause 12.2.2 above, any new limit set by the Member that increases the amount of time or net loss will not take effect until at least 24 hours after the Member has notified Micawber Tavern of the new limit.

12.2.5 If a Member has set a limit referred to in clause 12.2.2 above, any new limit set by the Member which decreases the amount of time or net loss, will take effect immediately.

12.2.6 Any Member or past Member is entitled to access all information held by Micawber Tavern relating to that person's participation in Micawber Members Rewards by making a request at a Participating Venue. This information will be provided free of charge.

12.2.7 A player activity statement regarding the Member's playing of Games under Micawber Members Rewards will be made available to the Member on request at a Participating Venue. The player activity statement will be provided free of charge. Each Member consents to Micawber Tavern providing player activity statements to that Member regarding the Member's playing of Games under Micawber Members Rewards at least once a year. If requested by a Member, an additional copy of a player activity statement will be provided to that Member. If the Member has not elected in their Micawber Members Rewards application form to receive their player activity statement by post, email or by collection at a Participating Venue, unless Micawber Tavern is otherwise notified by the Member in writing, the Member will be deemed to have elected to receive their player activity statement by post.

12.2.8 Micawber Tavern and its Related Bodies Corporate exclude and limit liability in relation to Voluntary Pre-Commitment pursuant to the terms of clause 14.

13. PRIVACY

13.1 By becoming a Member, Members agree that Micawber Tavern may collect, use and disclose Members' Personal Information in accordance with the Privacy Policy, contact us at hello@micawbertavern.com.au for a copy. It is each Member's responsibility to read the Privacy Policy. If persons do not provide all or some of the Personal Information that is requested, Micawber Tavern may refuse Membership. To contact Micawber Tavern in relation to privacy issues please contact Micawber Tavern, hello@micawbertavern.com.au or [03 9754 8660](tel:0397548660). Micawber Tavern may use Personal Information collected about each Member for the purposes set out in the Privacy Policy.

13.3 Micawber Tavern may disclose Personal Information collected about Members:

13.3.1 as permitted or required by law or administrative requirement of any government, regulatory or judicial agency or stock exchange;

13.3.2 to Participating Venues, its Related Bodies Corporate or program partners for the purposes referred to in the Privacy Policy please contact us at hello@micawbertavern.com.au for a copy

13.3.3 to its third party service providers, contractors, agents and advisors, for the purposes referred to in the Privacy Policy please contact us at hello@micawbertavern.com.au for a copy

13.4 Generally, Micawber Tavern uses systems located within Australia. However, from time to time we may send your information overseas to service or product providers or other third parties who operate or hold data outside Australia or its external territories. Where we do this, the overseas recipients are likely to be located in India and U.S.A. and we take reasonable steps to ensure that appropriate data handling and security arrangements are in place.

13.4. Micawber Tavern uses purchased systems located in Australia. In house data-base and cloud service-based systems used for storage and access only. To maintain data base systems Micawber Tavern, take reasonable steps to ensure data handling and security arrangements are in place. Micawber Tavern do not share data to third parties for the benefit of sale / or profit. But may use membership data to engage third party promotions only. Membership data is Soley used to administrate membership, notify and or to promote Micawber Member benefits, What's On, Events and email campaigns – this includes accessing Membership data base to update member credentials, personal details, points earn and or received. Membership data base is accessed to terminate / cancel as above-mentioned (noted) to update procedures and member information.

13.5 Members expressly consent to receiving marketing and promotional material from Micawber Tavern, its Related Bodies Corporate, program partners or any existing or prospective Participating Venue in relation to Micawber Members Rewards. Members may opt-out of receiving such material by following the process advised to them in that material.

13.6 Members expressly consent to the receipt of marketing and promotional material from Micawber Tavern, its Related Bodies Corporate, program partners or any existing or prospective Participating Venue by post, SMS, MMS, email or any other electronic form. Micawber Tavern and its Participating Venues including third party partners will comply with the Spam Act 2003 (Cth), the Do Not Call Register Act 2006 (Cth) and any other applicable legislation in relation to the sending and their receipt of electronic commercial messages. Members who receive direct marketing communications are entitled to opt-out of receiving any further direct marketing communications from Micawber Tavern, its Related Bodies Corporate, program partners or any existing or prospective Participating Venue by following the simple, free and clear opt-out procedures outlined in the relevant direct marketing communication.

13.7 Micawber Tavern Privacy Policy contains information about how Members can complain about a breach of the Australian Privacy Principles and how Micawber Tavern deals with such complaints. Written communication by members is to be emailed : hello@micawbertavern.com.au

14. LIMITATION AND EXCLUSION OF LIABILITY GUARANTEES WARRANTIES AND NO RESPONSIBILITY FOR TAX LIABILITIES TO CARD HOLDERS

14.1 To the extent that Micawber Members Rewards and/or anything received by a Member pursuant to these Terms and Conditions constitutes a supply of goods or services to a consumer within the meaning of the Australian Consumer Law, Micawber Tavern and its Related Bodies Corporate do not exclude, restrict or modify any non-excludable obligations, terms, conditions, guarantees or warranties. In all other respects and to the extent permitted by law:

(a) Micawber Tavern and its Related Bodies Corporate exclude all liability whether arising in tort (including, without limitation, negligence), contract or otherwise for any personal injury or any other loss or damage (including, without limitation, loss of opportunity, loss of profits or any other monetary loss or damage) whether direct, indirect, special or consequential, arising in any way, whether directly or indirectly, out of Micawber Members Rewards;

(b) Micawber Tavern and its Related Bodies Corporate **exclude** all express and implied warranties and guarantees relating in any way, whether directly or indirectly, this includes prizes won/earned by promotional giveaways and raffles to Micawber Members Rewards; and

(c) Micawber Tavern and its Related Bodies Corporate limit liability to allocating to the relevant Member's Micawber Members Card or in app barcode/qr code the number of Points and/or Benefits which Micawber Tavern considers appropriate in connection with the circumstances in which the relevant claim arose.

15. GENERAL

15.1 Unless otherwise specified where Micawber Tavern or a Micawber Tavern Management or Staff Member exercises a right or discretion under these Terms and Conditions, it does so in its absolute discretion and without giving notice or reason.

15.2 If any provision of these Terms and Conditions is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from these Terms and Conditions and rendered ineffective as far as possible without modifying the remaining provisions of these Terms and Conditions and shall not in any way affect any other circumstances of or the validity or enforcement of these Terms and Conditions.

15.3 Micawber Tavern decisions in respect of Micawber Members Rewards are final and binding.

15.4 Micawber Tavern is not liable or responsible for any members tax liabilities or FBT relating to a personal members card or liable if promoting and or giving away Or liable for other duties arising from the accumulation and redemption of Micawber Members Points, and the receipt of any Benefits and/or Rewards are and remain the sole responsibility and property of the Member.