

SPECIAL PROMOTION TERMS AND CONDITIONS

Name of Promotion: Launch Promotion (Foundation Members)

Trade Permit Numbers:

NSW: TP/01918

ACT: 22/01043.2

This promotion is available to all states and territories within Australia (Excluding South Australia)

These Special Promotion Terms and Conditions apply between **27 June 2022 to 7:20PM on the 31 July 2022** only.

GEM is a subscription-based platform which offers its customers exclusive access to rewards, discounts and deals in Australia through its website and downloadable digital software application.

This website and/or mobile application is owned and operated by Giving Even More Pty Ltd (ACN 656 165 589) of 1/38 Webber Parade, Keilor East VIC 3033 ("**GEM**", "**We**", "**Our**" or "**Us**").

GEM operates the GEM Rewards Program, GEM App and the Website under grant of licence from Giving Even More Holdings Pty Ltd (GEM Holdings) for the use of all intellectual property, assets, data and database and entitlements contained therein (or accessed therefrom), and by engaging with GEM, you agree that these Terms and Conditions are at all times subject to the condition of the such licence and that all aforementioned rights to data exchanged through the GEM App and Website are owned by and retained by GEM Holdings. You acknowledge and accept that GEM Holdings is entitled to be assigned or novated all GEM's rights, entitlements and obligations under these Terms and Conditions.

These Terms and Conditions and the Special Promotion described herein only apply for New Members who first subscribe with GEM within the following Prescribed Period:

- **27 June 2022 to 7:20PM on the 31 July 2022 ("Prescribed Period")**

Your eligibility to the Special Promotion is subject to these Terms and Conditions. Eligibility in a Special Promotion is subject to your acceptance of these Terms and Conditions, and participation constitutes acceptance thereof.

These Terms and Conditions must be read in conjunction with the GEM Website and General Terms and Conditions found at the following link [Insert Hyperlink here] and the specific Trade Promotion Terms and Conditions for each Trade Promotion Lottery carried out within the period to which these Terms and Conditions apply.

If you do not understand the following Terms and Conditions and require further assistance, please contact us support@thegem.com between 8am-3pm AEST Monday to Friday (excluding public holidays) and GEM will use its best endeavours to respond within 48 hours.

1. TERMS AND CONDITIONS

1.1 These Terms and Conditions strictly apply subject to the conditions and limitations set out herein.

1.2 In these Terms and Conditions:

- a. we may refer to you as "you", "your" or "User";

- b. **“Entries”** means the entries/tickets in a Trade Promotion Lottery.
 - c. **“Trade Promotion Lottery”** in the general context are the contests and lotteries carried out by GEM from time to time in promotion of the GEM Rewards Program.
 - d. **“Members”** mean subscribers of Memberships provided by GEM (as described Website and General Terms and Conditions);
 - e. **“New Members”** means a Member who has not previously purchased or subscribed for a Membership, whether personally or through other interposed entities, or by the control or direction of any third party.
 - f. **“Special Promotion”** means the special entitlements set out at clause 2.
- 1.3 Words defined in GEM’s Website and General Terms and Conditions have the same meaning in these Terms and Conditions, unless expressly defined otherwise.
- 1.4 GEM reserves the right to change these Terms and Conditions anytime without providing any notice. However, each order placed on this Website will be governed by the Terms and Conditions in force on the date of the transaction.

2. Special Promotion

If you are a New Member, by selecting one of the below options when you complete your subscription and registration with the GEM Rewards Program within the Prescribed Period, GEM will provide the following additional entitlements set opposite your Membership tier subject to the Website and General Terms and Conditions and Policies, and the specific Trade Promotion Terms and Conditions for each Trade Promotion Lottery carried out within the period to which these Terms and Conditions apply:

- 1. In these terms, **“Foundation Members”** means New Members who subscribe for a new Membership between the dates 27 June 2022 and 7:20PM on the 31 July 2022.
- 2. The rights and entitlements for Foundation Members who subscribed to a Membership are in accordance with those set opposite the relevant tier that such Member is subscribed:

Subscription Name	Foundation Member Entries *	
Level 1 Membership	+4 additional entries into every Trade Promotion Lottery conducted in your monthly subscription period (not accumulated)	PLUS all other entitlements of each Tier as set out in the Website and General Terms and Conditions
Level 2 Membership	+7additional entries into every Trade Promotion Lottery conducted in your monthly subscription period (not accumulated)	

Level 3 Membership	+10 additional entries into every Trade Promotion Lottery conducted in your monthly subscription period (not accumulated)	
Level 4 - Membership	+25 additional entries into every Trade Promotion Lottery conducted in your monthly subscription period (not accumulated)	

Key:

- * Only applicable for Foundation Members, and subject to the Foundation Member holding a continuous Membership subscription on a sign-up or subscription date between 27 June 2022 and 7:20PM on the 31 July 2022.

How it works for Foundation Members (Free Entries)

Example – Foundation Members

If you subscribe for a Level 4 Membership on 24 July 2022 and you remain a continuous Member, you will have the following Entries in the Trade Promotion Lotteries for the next 4 months:

- July 2022 – 35 Standard Entries + 0 Loyalty Entries + 25 Foundation Member Entries = 60 Entries
- August 2022 – 35 Standard Entries + 35 Loyalty Entry + 25 Foundation Member Entries = 95 Entries
- September 2022 – 35 Standard Entries + 70 Loyalty Entries + 25 Foundation Member Entries = 130 Entries
- October 2022 – 35 Standard Entries + 105 Loyalty Entries + 25 Foundation Member Entries = 165 Entries

3. Additionally, Foundation Members shall be eligible for a **free membership period** and will become eligible Members under the Website and General Terms and Conditions between the date and time of their subscription, and 11:59PM on the 31 July 2022 subject to the following terms and entitlements:
 - a) The billing cycle for Foundation Members shall commence on the **1 August 2022**;
 - b) Foundation Members shall not be required to pay a Subscription Fee until the commencement of their monthly billing cycle on **1 August 2022**;
 - c) Foundation Members are entitled to free access to the GEM Rewards Program up until 11:59PM on the 31 July 2022; and
 - d) Foundation Members are eligible to receive free Entries in this Trade Promotion Lottery (commencing 27 June 2022) in accordance with their Membership terms as though their billing cycle commenced from the date of subscription (if on or before 7:20PM on the 31 July 2022 only). For the avoidance of doubt, this eligibility as a Member without paying a Subscription Fee for a Membership only

applies to the Trade Promotion Lottery commencing 27 June 2022 and ending 31 July 2022.

4. All Foundation Member entitlements set out in clause 3 expire and shall end absolutely at 11:59PM on the 31 July 2022.
5. Foundation Members are otherwise subject to the Website and General Terms and Conditions.
6. At the end or termination of a Membership, all entitlements to Foundation Member Entries in any Trade Promotion Lotteries shall reset and be forfeited absolutely and in perpetuity.
7. Foundation Member Entries are valid for draws in a Trade Promotion Lottery running at the time of subscription only, for each draw in each full month that a valid Membership is held by the Member, and only for draws up to the day before the date of termination if a Membership subscription is terminated or ended for any reason.
8. The following exceptions shall apply:
 - a. Foundation Members who upgrade their subscription to a higher tier of Membership shall forfeit the lower tier Foundation Member Entries and will be granted the entitlement to the Foundation Member Entries of the higher tier for future Trade Promotion Lotteries after the upgrade takes effect;
 - b. Foundation Members who downgrade their subscription to a lower tier of Membership forfeit their Foundation Member Entries for the higher tier from which they downgraded, and will be granted the entitlement to the Foundation Member Entries of the lower tier for future Trade Promotion Lotteries after downgrade takes effect;
 - c. If you wish to change your Membership by upgrading or downgrading, this will take effect in the next billing cycle, except in the Prescribed Period in which case the change will take effect immediately.
 - d. Except in the Prescribed Period, upgrading or downgrading Members will be issued new Standards Entries in accordance with their entitlements under the new tier of Membership in the next billing cycle.