

# Levi's® Loop™ Member Program Terms and Conditions

JULY 2017

## 1. GENERAL

- 1.1. The Levi's® Loop™ Member Program is operated and issued by Levi Strauss Australia Pty Ltd ("Levi Strauss"). Levi Strauss employees are not eligible to participate in the Levi's® Loop™ Member Program.
- 1.2. By submitting and becoming a member of the Levi's® Loop™ Member Program, you agree to comply with these Levi's® Loop™ Member Program terms and conditions ("Terms").
- 1.3. You agree and understand that to fulfil your request, Levi Strauss will collect, process, use, store and transfer information about you in accordance with "Your Personal Information" section below.
- 1.4. To be eligible for the Levi's® Loop™ Member Program, you must be a resident of Australia. You can join the Levi's® Loop™ Member Program by simply making a purchase of any product in any authorized Levi's® stores, excluding Levi's® Outlet Stores and levis.com.au, within Australia ("Levi's® Store" or "Levi's® Stores") and provide your name, date of birth, email, telephone number and postcode at the checkout.

## 2. Benefits

- 2.1. As a member of the Levi's® Loop™ Member Program, you may:
  - a. Earn and redeem Loop™ Reward Points as set out below. Loop™ Reward Points may only be earned and redeemed at Levi's® Stores.
  - b. enjoy one free alteration service (limited to length alteration at bottom hems only) for every pair of full priced Levi's® jeans you purchase at Levi's® Store.
  - c. receive invitations to Levi's® product and marketing events, and be one of the first to know about our special offers and product news.
- 2.2. Being registered as a member of the Levi's® Loop™ Member Program irrevocably signifies your agreement to these terms and conditions.
- 2.3. You may cancel your membership at any time by calling Levi Strauss on 1800 625 603 or email customerservice.lsanz@levi.com. When exiting the Levi's® Loop™ Member Program you will forfeit any benefits and Loop™ Reward Points already earned but not yet redeemed.
- 2.4. Upon successful registration for the Levi's® Loop™ Member Program, your mobile number will be your membership ID and account number. No membership card will be issued effective from May 8<sup>th</sup> 2017 except for members who do not possess any personal mobile number. Members holding a membership card are subject to additional terms and conditions under the Levi's® Loop™ Reward Card section below.

## 3. LEVI'S® LOOP™ REWARD CARD

- 3.1. The Levi's® Loop™ Reward Card is issued by and remains the property of Levi Strauss. Levi Strauss reserves the right to decline, issue and withdraw the Levi's® Loop™ Reward Card at any time.
- 3.2. The Levi's® Loop™ Reward Card is not transferable.
- 3.3. Your Levi's® Loop™ Reward Card cannot be used as a credit, gift, debit or guarantee card.
- 3.4. If you lose your Levi's® Loop™ Reward Card, you must report the lost card at any Levi's® Store so that we may block your card from unauthorized use. Lost or damaged Levi's® Loop™ Reward

Card may be replaced free of charge at our discretion. Customers may also call contact Customer Service to report a lost Loop™ Reward Card: 1800 625 603.

- 3.5. If the Loop™ Reward Points attached to the lost Levi's® Loop™ Reward Card have been redeemed in store by any person before the Loop™ Reward Card is blocked, there can be no recovery of Loop™ Reward Point's value. Levi Strauss cannot be held liable for the loss of Loop™ Reward Points. If a new Levi's® Loop™ Reward Card is issued to you, any remaining Loop™ Reward Points attached to your lost and blocked Loop™ Reward Card will be transferred to your new Levi's® Loop™ Reward Card.
- 3.6. Any existing member who was issued a Levi's® Loop™ Reward Card previously may convert his/her membership identification/account number with his/her personal mobile number by simply visiting any Levi's® Store and informing the store staff for assistance to update his/her membership account. The physical Levi's® Loop™ Reward Card must be surrendered to Levi Strauss at the Levi's® Store after this update.

#### **4. EARNING LOOP™ REWARD POINTS**

- 4.1. To earn Loop™ Reward Points with your purchases, you must present your Levi's® Loop™ Rewards Card or notify a stylist at the Levi's® Store that you are a Levi's® Loop™ Member Program member at the cashier prior to your transaction being processed. Loop™ Reward Points cannot be added once your purchase has been processed.
- 4.2. For every \$1AUD spent on any purchase at any Levi's® Store, you earn one Loop™ Reward Point. Loop™ Reward Points will be determined according to the Net Purchase Price. Net Purchase Price means the total purchase price of the item(s) purchased less any discount received on such item(s). Where general discount (as opposed to discount specific to an item) applies to a total transaction, the discount will be pro-rated based on the value of each item/s purchased for purpose of allocating Loop™ Reward Points.
- 4.3. Loop™ Reward Points can be earned on purchases made with a Levi's® Gift Card, however Loop™ Reward Points cannot be earned on the purchase of a Levi's® Gift Card.
- 4.4. Loop™ Reward Points cannot be earned on the portion of your purchases that is made with the Loop® Reward Points redemption Reward.
- 4.5. Loop™ Reward Points will be reflected in your Levi's® Loop™ Member Program account within two (2) days of your purchase. Loop™ Reward Points expire after 24 months.
- 4.6. Incorrect or invalid Levi's® Loop™ Reward Card or Loop™ Reward Card numbers will not be awarded Loop™ Reward Points.

#### **5. USING YOUR LOOP™ REWARD POINTS**

- 5.1. Levi's® Loop™ Reward Points can be redeemed on multiples of 250 Levi's® Loop™ Reward Points. Every 250 Levi's® Loop™ Reward Points entitles you to a reward of AUD25 which you may utilize to offset the amount payable in your next purchase ("Reward"). You will receive an email notification that you have accrued 250 Loop™ Reward Points or its multiple thereof, which you may redeem at a Levi's® Store.
- 5.2. You must notify the stylist at the Levi's® Store of your intention to redeem your Reward before your purchase is processed.
- 5.3. No change or credit will be returned or given if your purchase value is less than the value of your redeemed Reward.
- 5.4. Loop™ Reward Points are not transferrable or exchangeable for cash.
- 5.5. Returns are subject to Levi Strauss' return policy. In the event of a return of an item purchased wholly or partially with Levi's® Loop™ Reward Points:

- a. Loop™ Reward Points earned in respect of the item returned shall be deducted from your Loop™ Reward Points balance on your Levi's® Loop™ Member Program account; and
- b. the Reward applied to offset your purchase amount in accordance with Section 5.1, if any, will be attributed to the remaining item(s) purchased in such transaction which are not returned. If the value of the remaining not-returned item(s) is less than the Reward value, you will have the options to either:
  - i. convert the Reward (in multiples of AUD25) back to Loop™ Reward Points (250 points for every AUD25) and have these points credited back to your Levi's® Loop™ Member Program account, or
  - ii. use the Reward on the not-returned item(s) and forfeit the difference in the value of Reward and the not-returned item(s).

5.6. Your Loop™ Reward Points balance can be viewed (1) online on Levi Strauss' website at <https://loop-crm.levi.com/Australia/Login.aspx> or (2) given to you when you call 1800 625 603.

## 6. YOUR PERSONAL INFORMATION

6.1. The personal information that we may collect in connection with the Levi's® Loop™ Member Program includes but is not limited to your name, phone number, email address, postal code, date of birth and purchase history and other information collected from or about you when you engage and interact with us. This information, and any other personal information that we collect in connection with the Levi's® Loop™ Member Program, will be handled in accordance with our privacy policy, available at [https://staging.loop-crm.levi.com/Images/AU/Levi%20Strauss\\_Privacy%20Policy\\_Instore%20Non%20Online%20-%20FINAL.pdf](https://staging.loop-crm.levi.com/Images/AU/Levi%20Strauss_Privacy%20Policy_Instore%20Non%20Online%20-%20FINAL.pdf).

## 7. Other Conditions

- 7.1. Levi Strauss, Levi's® Group and Vendors do not bear any responsibility or liability for any loss, damages, injury, accident, death or asset damage howsoever arising from inclusion or participation in the Levi's® Loop™ Member Program.
- 7.2. Any abuse whatsoever of the Levi's® Loop™ Member Program by any person constitutes an offence and Levi Strauss reserves the right to cancel such person's membership and withhold all Loop™ Reward Points from her/his account.
- 7.3. These Terms and Conditions are effective from the date of publication shown above and may be amended from time to time.
- 7.4. Levi Strauss reserves the right to alter or amend benefits and the terms and conditions of the Levi's® Loop™ Member Program or to terminate the Levi's® Loop™ Member Program, subject to notification being provided to you via email at least twenty (20) days prior to the aforesaid action taking place.
- 7.5. Should Levi Strauss terminate the Levi's® Loop™ Member Program for any reason whatsoever, you will be duly notified and have the opportunity to redeem your Loop™ Reward Points (subject to redemption conditions under the "Using Your Loop™ Reward Points" section) within three (3) months of the date of the termination of the Levi's® Loop™ Member Program.
- 7.6. If any part of these terms and conditions shall be held or declared to be invalid or unenforceable for any reason by any court of competent jurisdiction, such provision shall be ineffective but shall not affect any other part of these terms and conditions.
- 7.7. Except where prohibited by law, you agree that any and all disputes arising from or relating to these terms and conditions shall be governed by and construed in accordance with the laws of

Victoria. Any action, suit, or case arising out of, or in connection with, these terms and conditions must be brought in either the federal or state courts located in Victoria, Australia.