

TERMS & CONDITIONS

Oceane Hotel APP & Online ordering.

By using these services, you agree and accept these terms and conditions.

1. General

- 1.1 These Terms and Conditions of Use (the Terms) apply to and govern your use of our services and the Oceane Hotel (OH) websites at <https://www.oceanhotel.au>, (the App). By using the App or website, you agree to these Terms.
- 1.2 In these Terms, we, us or our mean the OH & any associated Companies.
- 1.3 We may amend the terms from time to time. Amendments become effective when we post the updated terms on the App or on our website. Your continued access to or use of the App or website after the terms are updated constitutes your consent and agreement to be bound by the updated terms.
- 1.4 Specific terms relating to our OH loyalty program, OH gift cards and other special offers are set out in appendices at the end of these terms.

2. Online Ordering System: Use

- 2.1 You can order our products via our website or App and also via our delivery partners. Where you order via our delivery partners or access their websites or mobile applications, we are not responsible for the privacy or other practices of that delivery partner, and you do so at your own risk. Please note that you should review the terms of use and privacy policies of our delivery partners as their terms and conditions will apply to any orders made.
- 2.2 When you place an order to purchase a product via our website or App, you are making an offer to purchase those products. No order shall be deemed to be accepted until an acknowledgement of order is issued to you. The contract between you and us is only for those products notified in the acknowledgement of order.
- 2.3 If we are unable to fulfill an order made via our website or App for any reason, we may automatically cancel your order and refund your payment.
- 2.4 We may change, suspend or terminate the online ordering system (or any part of it) at any time without prior notice.
- 2.5 OH endeavours to provide your order as you request it including any allergen-free, gluten free vegan or vegetarian products. We cannot guarantee that your order will be 100% free from traces of allergens, gluten, meat and/or dairy which may be unintentionally present due to cross-contamination during restaurant operations.

3. Payment

- 3.1 Payment for your order will be processed by our payment partner.
- 3.2 You must only use your own credit or debit card or a credit or debit card that you have been authorised to use specifically for the purchase of the relevant product.
- 3.3 Where you have a discount code or other voucher code, it must be used within the expiry period outlined (unless we otherwise specify). We are not responsible for any expired discount or voucher codes that you have not used prior to their expiry date.

4. User Account

- 4.1 You can get the most out of our online ordering service by registering an account on the App (User Account). You do not have to create an account to order online; however, you will not be eligible to receive any membership benefits unless you have a registered & verified 'User Account'.
- 4.2 We can only accept registration of a User Account from people with an Australian mobile number and are under no obligation to accept the registration of a User Account from any person.
- 4.3 When registering for a User Account you must provide correct and accurate information and you must update your contact details if these change. We are not responsible for any loss or damage (including misdirected emails) which may arise from your failure to provide current, accurate and complete registration details or to keep your details up to date. We will handle all Personal Information in accordance with our Privacy Policy www.oceanehotel.au
- 4.4 You are responsible for the security of your username and password for your User Account. We may assume that anyone using your User Account is authorised by you to do so. Unauthorised use of your User Account and password will, under no circumstances, reduce your liability in connection with use of the App or Website, including your obligation to pay for purchases made using your User Account. You must notify us immediately on becoming aware of any unauthorised use of your User Account or of any other security breach in connection with the App or Website.
- 4.5 You must be aged 18 or over to create a User Account on the App, and to use the App or Website. If you are under the age of 18, you must use the App and Website under the supervision of a responsible adult.
- 4.6 You may delete your User Account at any time through the App or Website. You can also contact us info@oceanehotel.au to notify us that you wish to delete your User Account.

5. App and Website: Use

- 5.1 You acknowledge and agree that in accessing the App and the Website, you are doing so solely for your individual, personal and non-commercial use.
- 5.2 Without limiting any of these Terms, you must not engage in any conduct or activity (including omitting to do something) and must not attempt to:
- (a) use the App or Website in any way that is unlawful or is not permitted by these Terms.
 - (b) use the App or Website in any way that causes, or is likely to cause, any interruption, damage or otherwise impair the App or Website in any way or would negatively affect or otherwise diminish the quality of another user's experience of the App or website.
 - (c) impersonate any person or falsely state or otherwise misrepresent your affiliation with us or any other person or entity.
 - (d) copy or otherwise reproduce, modify or adopt, or create derivative works based overall or any part of the App or website.
 - (e) decompile or reverse engineer the App or website or take any other action to discover the source code or underlying ideas or algorithm of any components of the App or website.
 - (f) distribute viruses, Trojans or spyware, corrupt files, carry out denial of service attacks or use any other similar software or programs that may interrupt the functionality of our App or Website or damage the operation of any computer hardware or software; or
 - (g) use any software or technologies to scrape or extract information from our App or Website.
- 5.3 When downloading, registering and logging in via the App, you acknowledge and agree that you must comply with all relevant third-party user terms and conditions including social media (e.g. Facebook), App Store and Google Play (as appropriate and as may be amended from time to time).

6. Cancellation of user accounts and access.

- 6.1 If you do not comply with these Terms including where we suspect you may be fraudulently using the App or Website or someone else is fraudulently using your User Account, we may terminate your User Account and prevent you from accessing the Website and App. Except where it is necessary to ensure the safety and security of our Website and App, we will notify you where we take any of these actions. We may also report any unlawful behaviour to law enforcement.
- 6.2 If we terminate your User Account and access to the App and Website:
- (a) you must stop your use of the App and Website; and
 - (b) you must delete or remove the App from all devices in your possession.

7. Communications

- 7.1 We will communicate with you electronically via text message (SMS), in-App messages, push notifications or email about your use of the App and Website, including to provide confirmations of orders placed online. You consent to receive communications from us in this way.
- 7.2 You can opt-out of receiving marketing communications which include SMS, in-App messages, push notifications and email by contacting us (info@oceanehotel.au) or by using the unsubscribe function in the marketing communication. You acknowledge that opting-out of SMS, in-App messages, push notifications or email may impact your use of the App and Website and that we may not be able to contact you as contemplated in these Terms.
- 7.3 Please refer to our Privacy policy published on our website: www.oceanehotel.au

8. Intellectual Property Rights

- 8.1 No intellectual property rights of any kind in the App or Website are assigned to you, and you acknowledge and agree that we own all intellectual property rights (including all trademarks, business names and copyright) in the App and Website. Any rights not expressly granted by these Terms are reserved by us. This includes all right, title and interest in the object code and source code of the App and Website.
- 8.2 The Website, the App and all related content is subject to copyright and other intellectual property rights. You acknowledge that the trademarks and logos displayed on the Website and the App are the property of OH and you must not use any of the marks without our prior written permission.
- 8.3 We grant you a limited, non-exclusive, non-sub-licensable, revocable, non-transferrable licence to access and use of the App and Website as set out in these terms.

9. Warranties

- 9.1 We provide the App and Website on an “as is” and “as available” basis and exclude and disclaim to the maximum extent permitted by applicable law, all guarantees, conditions, warranties or terms of any kind, whether express or implied or imposed by any applicable law.
- 9.2 In particular, without limiting the above:
 - (a) while we endeavour to provide a convenient and functional App and website, we do not guarantee that your requirements will be met, that the App or website is accurate or complete, or that your use of the App or Website will be uninterrupted, secure or error free or that the App or Website is free of viruses or other harmful components; and

(b) you acknowledge that there may be times when the App or website may be down or disrupted and that we will not be liable for any interruptions or disruptions in any way.

9.3 Nothing in these Terms excludes, restricts or modifies any guarantee, warranty, term or condition, right or remedy implied or imposed by any applicable law which cannot lawfully be excluded, restricted or modified.

10. Indemnity and Limitation of Liability

Indemnity

10.1 You agree to indemnify us, our affiliates and our respective directors, officers, employees and agents against any losses, liabilities, claims and expenses (including legal fees) that arise out of or as a result of:

- (a) your unauthorised use or misuse of the App, Website or your User Account; or
- (b) your violation of any third party right, including any copyright, property or privacy right.

Limitations of our liability

10.2 To the maximum extent permitted under any applicable laws, in no circumstances are we liable, whether in contract, tort (including negligence or breach of statutory duty) or otherwise, and whatever the cause, to you for any indirect or consequential loss or damage, loss of business, loss of profits, loss of revenue, loss of opportunity, loss of goodwill or anticipatory profits, or business interruption, incurred by you under or in connection with these Terms or its subject matter.

10.3 To the extent permitted by law, you agree that our aggregate liability for any claims under or in connection with these Terms if we are liable for such claims, however they arise and whether in contract, tort (including negligence and breach of statutory duty), shall not exceed the greater of (a) \$100 and (b) the amount paid by you for the relevant order.

10.4 Our liability to you is reduced to the extent that your acts or omissions (or those of a third party) contribute to or cause the loss or liability.

11. Other

- 11.1 These Terms are governed by the laws of New South Wales. Each party submits to the non-exclusive jurisdiction of the courts of New South Wales and the Commonwealth of Australia.
- 11.2 The provisions of these Terms which by their nature survive termination or expiry of these Terms will survive termination or expiry of these Terms.
- 11.3 Any provision of these Terms which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The remainder of these Terms will remain in full force and effect.
- 11.4 You may not assign or otherwise transfer your rights under these Terms without the prior express written consent of GYG.

APPENDIX A: Gift Card

1. Terms

- 1.1 Purchase or use of the OH Gift Card constitutes your acceptance of the gift card terms. If you are purchasing a OH Gift Card for another person or let another person, take possession of the OH Gift Card, you must inform them that they will be bound by these gift card Terms.
- 1.2 Use of OH Gift Cards is subject to these gift card Terms.
- 1.3 OH Gift Cards:
 - (a) must be used by the specified expiry date.
 - (b) must not be used in any manner that is fraudulent or otherwise unlawful; and
 - (c) cannot be returned, resold, transferred for value, redeemed for cash or applied to any other account, except to the extent required by law.
- 1.4 OH does not charge any fees for the activation or use of Gift Cards. No interest or any other earnings on funds on a Gift Card will accrue, be paid or be credited to the cardholder by OH.
- 1.5 We are not responsible if a OH Gift Card is lost, stolen, destroyed or used without your permission, so please take care of them. Please note that we cannot trace or refund OH Gift Cards.
- 1.6 OH determines that a Gift Card presented or otherwise attempted to be used for payment is fraudulent, OH may refuse to honour the Gift Card, and it will be destroyed and any value on the Gift Card will be forfeited

2. Gift Card: Loading Value

- 2.1 The OH Gift Card can be loaded one time only with a value that can be used for future purchases at OH.
- 2.2 You can load value on a Gift Card by using a credit card, debit card or cash.
- 2.3 The minimum amount that can be loaded onto a OH Gift Card is \$50.00. There is no maximum amount.

3. Gift Card: Purchases

- 3.1 OH Gift Cards are redeemable as full or part payment for products or services. The balance will be reduced by the amount of each purchase. If a purchase exceeds the available balance of a OH Gift Card, the difference must be paid with another payment method that is accepted by OH.

4. Gift Card: Statements or Balance Enquiries

- 4.1 OH Gift Card holders are not sent statements of itemised transactions.
- 4.2 You can check the balance of your OH Gift Card at the venue. You will need to present your card to access your balance.
- 4.3 We reserve the right to correct the balance of your OH Gift Card if we believe a clerical or accounting error has occurred.

5. OH Gift Cards & Loyalty Program

- 5.1 OH Points are not earned on purchases of Gift Cards.
- 5.2 OH Points may be earned for purchases made using Gift Cards.
- 5.3 \$OH or vouchers cannot be redeemed to purchase Gift Cards.

APPENDIX B: Loyalty Program

1. General Loyalty Terms

- 1.1 OH loyalty program where you can earn points which equate to \$OH or vouchers. \$OH or vouchers can be redeemed in accordance with these Loyalty Terms.
- 1.2 Where you register for a User Account you agree to these Loyalty Terms.
- 1.3 Only one User Account is permitted per person.

- 1.4 Unless otherwise required by law, \$OH or vouchers are non-refundable and cannot be redeemed for cash. No interest or any other earnings on funds on a User Account will accrue, be paid or be credited to you by OH.
- 1.5 OH reserves the right, at its sole discretion, to refuse the use of your User Account where OH suspects there is unauthorised, suspicious, fraudulent or otherwise unlawful use or activity. OH may also cancel User Accounts where there is unauthorised, suspicious, fraudulent or otherwise unlawful use or activity in which case your User Account will also be cancelled and any \$OH or vouchers will be forfeited.
- 1.6 No fees are charged by OH for the issue, registration, activation or use of User Accounts.
- 1.7 OH will notify of any changes to these Loyalty Terms by posting them to the website.

2. Loyalty: Earning Points

- 2.1 To earn Points on your User Account it is your responsibility to present the barcode or card during your transaction in restaurant or ensure you are logged into your User Account via the App when ordering. While OH may make reasonable effort to remind you of this, it is not OH responsibility to do so.
- 2.2 Points may be earned by ordering in venue and scanning your barcode or ordering by either pick up or delivery on the OH App or ordering site while logged in to your account.
- 2.3 While reasonable effort will be made in restaurant so that Points are correctly awarded to your User Account, OH takes no responsibility for errors associated with crediting Points and \$OH or vouchers onto your User Account.
- 2.4 OH reserves the right to correct the balance of your Points and \$OH or vouchers, if we believe a clerical or accounting error or any suspicious or fraudulent activity has occurred on your User Account.

3. Rate of Reward

- 3.1 \$OH or vouchers are not legal tender and cannot be used by any other means other than for payment for products purchased from OH in venue or via the website or App.
- 3.2 rates of redemption are published on the website and any changes to this will be updated and published at the same location. Acceptance of these changes will be acknowledged by the continual use of the APP.

4. Redeeming Points for Vouchers

- 4.1 rates of redemption are published on the website and any changes to this will be updated and published at the same location. Acceptance of these changes will be acknowledged by the continual use of the APP.

5. Vouchers: Use

- 5.1 Every \$1 voucher can be redeemed for \$1 towards payment for food or beverage products purchased from OH.
- 5.2 Vouchers can only be redeemed as payment for food or beverage products for online (including App) or in venue purchase (subject to product availability).
- 5.3 Vouchers can be used as whole payment for orders. No balance will remain in the use of a partial transaction of the voucher

6. Stolen account Details

- 6.1 If your User Account username and password are stolen or compromised, you must immediately notify us as described in section 4.4 of the terms and conditions & immediately change your password.

7. Promotions and Discounts

- 7.1 You cannot earn Points when purchasing items with a promotion, discount or another offer or when redeeming. OH may, in its discretion, permit Points to be earned in conjunction with a promotion, discount or another offer. Where OH does so, any Points issued will be calculated based the discounted price paid by you.
- 7.2 Points are not awarded when a Gift Card is purchased. However, the Gift Card recipient can earn Points on purchases made using their Gift Card if they have a User Account.
- 7.3 New User Accounts may receive a sign-up offer through the App once they have registered their information. The value of the sign-up offer and the timeframe to claim it may change at OH discretion. Sign-up offer is only valid if redeemed on the same device that the sign-up was completed on and is limited to one per customer.

APPENDIX C: Online ordering & takeaway

1. Orders

- 1.1 All takeaway orders are subject to availability.
- 1.2 OH reserves the right to refuse or cancel any order at its discretion.

2. Payment

- 2.1 Full payment is required at the time of ordering.
- 2.2 Prices are in AUD and inclusive of GST unless stated otherwise.
- 2.3 Prices and menu items are subject to change without notice.

3. Preparation & Collection

- 3.1 Estimated preparation times are a guide only and may vary during peak trading periods.
- 3.2 Orders must be collected at the nominated time.
- 3.3 Orders not collected within 15 minutes of the scheduled pickup time may be disposed of and are not eligible for a refund.

4. Order Accuracy

- 4.1 Customers are required to check their order at the time of ordering & collection. Any issues must be reported immediately to our team.
- 4.2 OH is unable to rectify or refund orders once the customer has left the premises.

5. Allergens & Dietary Requirements

- 5.1 While all reasonable care is taken in food preparation, OH cannot guarantee meals are free from allergens.
- 5.2 Customers are responsible for advising staff of any allergies or dietary requirements at the time of ordering.

6. Refunds & Cancellations

- 6.1 Refunds or replacements for incorrect or unsatisfactory items are at management's discretion.
- 6.2 No refunds will be provided for change of mind. Proof of purchase is required.

7. Food Safety

- 7.1 Once an order has been collected, responsibility for food safety, handling, and consumption transfers to the customer.
- 7.2 Takeaway food should be consumed promptly.

8. Packaging

- 8.1 Packaging may vary from images shown.
- 8.2 Additional charges may apply for specialised packaging or cutlery.

9. Third-Party Ordering

- 9.1 Orders placed via third-party delivery platforms are subject to the terms and conditions of those providers.
- 9.2 Any delivery-related issues must be directed to the relevant platform and is not the responsibility of OH.