

MSA+ TERMS & CONDITIONS

1. INTRODUCTION

1.1 By interacting with the Monash Student Association (Clayton) Inc., including but not limited to purchasing an MSA+ membership and participating in an MSA event or activity you agree to be bound by these Terms and Conditions. Please note that these Terms and Conditions are subject to change at the discretion of MSA without prior notice.

2. MSA+

2.1 General

2.1.1 Only individuals may become MSA+ members. MSA+ benefits, discounts, offers and rewards will be most relevant to Clayton based students.

2.1.2 To become an MSA+ member you must either:

- (a) Purchase a membership at an MSA authorised selling point or online; or,
- (b) Have a membership paid for on your behalf by a Monash University Faculty or other party with a pre-organised arrangement with the MSA. You will become an MSA+ member once your membership has been fully paid for and an MSA+ membership sticker issued.

2.1.3 MSA reserves the right to refuse any application for membership and cancel your membership at any time without prior notice.

2.1.4 MSA+ memberships are valid for a calendar year. All memberships purchased during the calendar year will expire on 31 December, regardless of how many days the membership has been held.

2.1.5 By becoming an MSA+ member, you agree to have your email address forwarded to a third party/ies and be contacted by a third party/ies at the discretion of the MSA.

2.1.6 MSA+ memberships are non-transferable.

2.2 Benefits, Discounts, Offers, and Rewards

2.2.1 You may use your membership to receive MSA+ only benefits, discounts, offers and rewards (hereinafter referred to as “benefits”) on-campus, off-campus or at online businesses via our partners.

2.2.2 All benefits are subject to availability and any conditions as determined by the relevant participating business. It is your responsibility to satisfy or comply with any conditions imposed by participating businesses for the receipt of any benefits.

2.2.3 All benefits are not fixed and are subject to change or be removed at any time by the individual business or at the discretion of the MSA.

2.2.4 Each participating business providing benefits identifies you as being eligible for the benefit in one or more of the following ways (at their discretion):

(a) MSA Rewards Hub

- 1. When you log in to the online hub; or
- 2. When you quote your Monash University identification number when making a transaction by telephone, internet or mail order; or
- 3. When you enter a specific promotional code; or
- 4. When you click on a specific ‘click to save’ link.

(b) Other MSA+ Benefits

- 1. When you present your membership card at the point of sale at a retail outlet of the participating business; or
- 2. When you enter a specific promotional code; or
- 3. When you click on a specific link or on our website.

2.2.5 Any benefit not awarded for whatever reason is not the fault of the MSA.

2.2.6 Benefits cannot be exchanged, transferred, sold, bartered, redeemed for cash or otherwise dealt with other than in accordance with these Terms and Conditions. If a benefit voucher becomes lost or stolen it will not be replaced.

2.2.7 To the extent permitted by law we are not liable for any benefit not being available for any reason whatsoever. In addition, and without limiting the foregoing, to the extent permitted by law we are not liable for:

- (a) Any delay by or failure of a participating business to notify us of the details of a benefit; or
- (b) A failure by you to take advantage of a benefit because you have not complied with the participating business's conditions (including limited time offers) for receiving the benefit; or
- (c) Any failure by you to notify a participating business that you are a member and entitled to a benefit.

2.2.8 Participating businesses may cease to be participants of the MSA+ from time to time. To the extent permitted by law we are not liable if you fail to receive a benefit because a participating business ceases to be a participant in the program.

2.3 Termination of Membership

2.3.1 After the purchase of MSA+ membership we will not be obliged to refund any part of a paid membership fee on cancellation of a membership, by you or by us, in accordance with this clause 3.2.

2.3.2 We may terminate your membership if you:

- (a) Fail to comply with these Terms and Conditions;
- (b) Abuse any privilege accorded to you as a member under MSA+ membership; or
- (c) Supply any false or misleading information or make any false or misleading misrepresentations to us or to any participating business in connection with the MSA+ membership.

2.3.3 You may terminate your membership prior to the expiry of the end of the calendar year by giving written notice to us. On receiving such notice, we will note your member contact details on our database as inactive. You will however not be refunded.

3. PURCHASES, PAYMENT AND REFUNDS

3.1 All MSA purchases, including but not limited to purchase of MSA+ membership, purchase of club memberships, purchase of event tickets and purchases from MSA using MSA+ benefits are non-refundable. Purchases made using MSA Vouchers will be subject to the relevant terms of use applicable with that service. Refunds will not be made on the basis of an individual not being eligible for all MSA+ benefits.

3.2 All purchases are subject to acceptance and availability.

3.3 Items being purchased through the MSA Rewards Hub will be subject to the terms and conditions as specified by participating businesses.

3.4 Payment can be made with a card only at physical selling points or via Visa or MasterCard for online purchases.

3.5 For purchases by card, you confirm that the credit/debit card that is being used is yours or that you have been specifically authorised by the owner of the credit/debit card to use it. All credit/debit card holders are subject to validation checks and authorisation by the card issuer. If the issuer of your payment card refuses to authorise payment to MSA, we will not be liable for any delay to purchases.

3.6 We take reasonable care to make our site secure. All online transactions on this site are processed using a secure online payment gateway that encrypts your card details in a secure host environment.

3.7 To help ensure that your shopping experience is safe, simple, and secure, Secure Socket Layer (SSL) technology is also utilized. MSA takes all reasonable care, in so far as it is in our power to do so, to keep the details of your order and payment secure, but in the absence of negligence on our part we cannot be held liable for any loss you may suffer if a third party procures unauthorised access to any data you provide when accessing or ordering from the site.

3.8 MSA+, club memberships and event tickets may not, without the prior written consent of MSA, be onsold (including via online auction sites) or used for advertising, promotion or other commercial purposes (including competitions and trade promotions) or to enhance the demand for other goods or services, either by the original purchaser or any subsequent bearer. If a membership or event ticket is onsold or used in breach of this condition, the membership or ticket may be cancelled without a refund and the bearer of the membership or ticket may be refused admission. Penalties apply (including cancellation of any offending member's membership without a refund).

4. MERCHANDISE

4.1 All merchandise advertised with purchase of a membership is subject to availability. Whilst effort will be made to ensure all advertised merchandise are available from time-to-time we reserve the right to omit or substitute offerings without prior notice. By purchasing a membership, you agree that unavailability of merchandise does not constitute a reason for requesting a refund.

4.2 For merchandise that involves sizing, we ask that you carefully consider the sizing you require, we are unable to exchange or refund due to incorrect choice. Note: from time-to-time some sizes may be unavailable and this does not constitute a reason for requesting a refund.

4.3 Please check your items carefully at the time of collection to ensure that you have received all your items and/or in the sizes you have requested. We are unable to offer exchanges or replacements after this time.

4.4 Please ensure you collect your merchandise within 6 weeks of purchase, any merchandise left unclaimed after 6 weeks will be considered as forfeited.

4.5 To ensure items are collected by the genuine purchaser, the purchaser must collect the items themselves, we are unable to allow others to collect on their behalf. For Monash staff or students, please ensure you bring your M-Pass with you at the time of collection. For guests, please bring along photo identification.

4.6 No warranty expressed or implied is given for any merchandise and they are made available as-is.

5. CHANGES, SUSPENSION OR TERMINATION

5.1 Terms and Conditions are subject to change at the discretion of MSA.

5.2 To the extent permitted by law, we reserve the right to make any changes at any time without prior notice.

5.3 Subject to applicable law, we reserve the right to suspend or terminate the MSA+ program, club memberships or events at any time without prior notice.

6. BEHAVIOUR WITHIN MSA AND MSA CLUB ACTIVITIES

6.1 MSA reserves the right to cancel an MSA+ and/or club membership if a member does not behave in a responsible manner or there is a breach of the

Monash University Student Charter, other relevant University policies and procedures, club guidelines and/or direction by MSA, University Staff or Emergency Services Personnel.

7. PRIVACY

7.1 Information about members, including information in the application form and information about receipt of Benefits by members, will be held in our internal database ("our Database") which will contain information about you and your use of the membership.

7.2 Member information will be used to keep you informed about MSA, for market research and may be used to contact members from time to time.

7.3 Each member consents and agrees to the provision of the information on the application form to MSA and authorises us to store and use that information, for the purposes stated in this clause 7 and in the MSA Privacy Policy.

For a copy of our full Privacy Policy or for further information, please contact msa@monash.edu.