



Fitzroy Island Rewards - Terms and Conditions

Program Services, Membership Card and Identification:

Fitzroy Island Rewards membership program operates in accordance with these terms and conditions ("Terms"). The Fitzroy Island Rewards membership card ("Card") is the property of Fitzroy Island Investments Pty Ltd ("FII"). The Card must be kept in a safe place and only be used by you. The privileges of membership will only be granted on presentation of a valid Card and Photo Identification matching the name on our membership system. When making a reservation you must identify yourself as a Fitzroy Island Rewards member. Your Valid Card must be presented to the Resort at check-in and also at our outlets to obtain your dining and beverage privileges at the Resort and the Fitzroy Island Dive centre for their hire privileges. The Fitzroy Island Rewards program is valid for a family of 2x Adults (14 years and older) and 2x Children (4 – 13 years inclusive) for 12 months valid from the date of joining.

Accommodation:

Fitzroy Island Rewards members will receive the Members' Rate, being a 20% discount from the best unrestricted rate available at the time of reservation at Fitzroy Island Resort, Fitzroy Island, Queensland, Australia only. The Members' Rate is available on any room type and rate that is not already discounted or packages on offer. It is offered on a last room availability basis (that is, if the resort has a room available you are guaranteed a room at the Members' Rate for that day). Fitzroy Island Rewards members receive a 20% discount on special accommodation promotions advertised directly by the resort and booked directly with the resort reservation services, but not in relation to any offers made via third parties (such as travel agents and other online travel websites) and not including value-add components from third parties. Restrictions and limitations apply and these may be subject to an allocation of rooms on a particular night, so reservations are essential. Members can book up to 2 rooms on their Members' Rate providing the member is staying in one of the rooms and the dates of stay for the other room are the same as the dates of stay for the 1st room and that the member personally settles the final account for both rooms. The Member's valid Card must be presented at the time of check-in for all stays. Minimum length of stay may apply on some best available rates.

Best Unrestricted Rate:

Best Unrestricted Rate refers to a rate where there are no minimum stays and or conditions attached to said rate. Best unrestricted rate must be publicly available at Fitzroy Island Resort as at the time of booking, where no cancellation charge applies prior to 12:00 (local time), 72 hours prior to the day of arrival. Beyond that time, the

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first night will be charged. All reservations must be guaranteed with a credit card valid at the date of the start of the stay, unless otherwise specified. This rate can change on a daily basis.

Fast Cat Transfers:

Fitzroy Island Rewards members will receive unlimited transfers* on the Fitzroy Island Fast Cat for 2x Adults and 2x Children for 12 months from joining the program. Bookings must be made a minimum of 72 Hours prior to travelling by calling our reservations team on 07 4044 6700 and are essential. Members cannot just turn up at the Fast Cat for travel without a prior booking being made. Travel without pre-booking may incur additional charges. The Member's valid Card number must be advised at time of booking and be presented to the Fast Cat crew at time of boarding with photo identification matching the name on the VIP member's card. Extra Adults and children travelling with the member outside of the members included 2x Adults and 2x Children will be offered a 20% discount off the Full Return Transfer rate ONLY. The discount will not be applied to Transfer rates including Snorkel Hire or Glass Bottom boat inclusions.

****Transfers on the Fitzroy Island Fast Cat for Fitzroy Island Rewards members are subject to availability and cannot be used in conjunction with any other offer or promotion for the Fitzroy Island Fast Cat including special event days (as determined by the resort) including, but not limited to, All Public Holidays, Mother's Day, Father's Day, Christmas Day, Boxing Day, New Year's Eve, Chinese New Year, Melbourne Cup Day, Easter Long Weekend, Valentine's Day, Family Day on Fitzroy, Thank God it's Friday on Fitzroy Island, or Party Boat Events arranged by Third party operators. Fitzroy Island Rewards members will be entitled to a 20% discount off the cost of travel during these periods and promotions as they are already heavily discounted or have other inclusions such as food and beverage. Use of the membership for day trip use only is subject to conditions whereby guest cannot use resort facilities unless staying as an in-house guest.***

Food & Beverage:

Food and Beverage privileges for Fitzroy Island Rewards members are available for breakfast, lunch and dinner at Zephyrs Restaurant, Foxy's Bar & Restaurant and Resort Pool Bar on presentation of the Card with valid Photo Identification at the outlet. The discount cannot be applied after the member has left the outlet. If the member wishes to have the charges room charged back to the member's room – the discount must be applied by the outlet upon showing the Fitzroy Island Rewards card. The discount cannot be applied by Front Office after the room charge has been put through or after the account has been settled with the outlet. The discount is not valid on the Fitzroy Island Fast Cat or the Resort General Store. When a member dines or drinks at any of the aforementioned outlets, the member will receive a 5% discount on food and beverage only*.

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Food & Beverage privileges are not available on national public holidays or special event days such (as determined by the resort) including, but not limited to, All Public Holidays, Mother's Day, Father's Day, Christmas Day, Boxing Day, New Year's Eve, Chinese New Year, Easter Long Weekend, Melbourne Cup Day, Valentine's Day, Family Day on Fitzroy, Thank God it's Friday on Fitzroy Island, or Party Boat Events arranged by Third party operators. Fitzroy Island Rewards Members discount is only valid to cover a total of 10x Adults or Children only (10x people total). Extra adults or children will be charged at the normal outlet prices.

Fitzroy Island Dive Centre:

Fitzroy Island Dive Centre privileges for Fitzroy Island Rewards members are available for hire of snorkel, fin, paddle board, kayak and view boards only and will only be applied on presentation of the rewards membership card with valid Photo Identification. The discount is not valid for use against the Glass Bottom Boat Tours, Dive Training or the Hire of Dive equipment. When a member hires the equipment the member will receive 20% off the total of the hire price*.

Fitzroy Island Dive Centre privileges are not available on national public holidays or special event days such (as determined by the resort or the Fitzroy Island Dive centre) including, but not limited to, All Public Holidays, Mother's Day, Father's Day, Christmas Day, Boxing Day, New Year's Eve, Chinese New Year, Easter Long Weekend, Melbourne Cup Day, Valentine's Day, Family Day on Fitzroy, Thank God it's Friday on Fitzroy Island, or Party Boat Events arranged by Third party operators. The Member understands that the Fitzroy Island Dive centre is a third party business to the resort and the terms and conditions surrounding discounts to certain products and the value that may pertain too could change without notice at the discretion of Fitzroy Island Dive centre. In the case of this occurring – Fitzroy Island Resort will endeavour to notify all members in writing by email.

Complimentary Accommodation Voucher:

Your Fitzroy Island Rewards membership will include one complimentary night's accommodation in a Suite*. A voucher valid for 12 months from the date of joining will be emailed to you and must be quoted when making the reservation and then surrendered upon check in at the Resort in conjunction with the members card and photo identification. All reservations using these vouchers must be guaranteed with a credit card that is valid at the date of the start of your stay, unless otherwise specified. No cancellation charge applies if your reservation is cancelled prior to 12.00pm (local time) up to 72 hours prior to arrival. Beyond that time, the first night will be charged at the Members' Rate for that night or the complimentary free night certificate will be forfeited. Complimentary Accommodation Vouchers are non-transferable and cannot be exchanged for cash.

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****The Complimentary Accommodation Voucher can only be used by the Fitzroy Island Rewards member for accommodation only (no packages) and they must be staying at the resort in the room for the voucher to be redeemed. Redemption of the voucher for Fitzroy Island Rewards members is subject to availability and cannot be used in conjunction with any other offer or promotion for accommodation. The voucher cannot be used on special event days (as determined by the resort) including, but not limited to, All Public Holidays, Mother's Day, Father's Day, Christmas Day, Boxing Day, New Year's Eve, Chinese New Year, Easter Long Weekend, Melbourne Cup Day, Valentine's Day, Family Day on Fitzroy, Thank God it's Friday on Fitzroy Island, or Party Boat Events arranged by Third party operators. Fitzroy Island Rewards members will be entitled to a 20% discount off the cost of Accommodation on these days or during these Events as they are already heavily discounted and have other inclusions such as food and beverage.***

Lost or Stolen Cards and Certificates:

Please promptly report lost or stolen Cards and vouchers to the resort immediately by contacting resort.admin@fitzroyisland.com. A replacement fee (\$50 AUD) will be charged for a replacement Card. Lost or stolen complimentary accommodation vouchers cannot be replaced.

Period of Validity:

Fitzroy Island Rewards membership is valid for 12 months until the expiry date on your Card. Your membership & inclusions are for your personal use only. Fitzroy Island Rewards membership is not transferable; doing so will result in termination of your Fitzroy Island Rewards membership.

Cancellation and Termination:

Upon processing payment for the Fitzroy Island Rewards membership you no longer have the right to terminate the agreement for any reason and refund of any monies will be refused. Fitzroy Island Rewards membership is for a minimum duration of one (1) year and cannot be terminated by you unless otherwise expressly permitted in these terms and conditions. If the Fitzroy Island Rewards membership expires, you will no longer benefit from the advantages related to the card. If you wish to renew your Fitzroy Island Rewards membership, you should contact resort.admin@fitzroyisland.com to receive a new Fitzroy Island Rewards card in order to join the program again for a further 12 months.

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Limitations of Liability:

Nothing in these Terms excludes limits, modifies or restricts any right or remedy, or any guarantee, warranty or other term or condition implied or imposed by any legislation which cannot lawfully be excluded or limited. This may include consumer laws and regulations which contains guarantees that protect the purchasers of goods and services in certain circumstances. Subject to any statutory right that cannot be excluded or limited, and to the maximum extent permitted by law, the total aggregate liability of Fitzroy Island Rewards (FIR) and its respective affiliates and the resort, to each member whether arising in contract or in tort or under statute or otherwise shall not exceed, in the case of a claim in relation to goods, the replacement of the goods or the supply of equivalent goods, or in the case of services, the supplying of the services again or the payment of the costs of having the services supplied again.

Restrictions:

In addition to the restrictions stated elsewhere in these Terms, Fitzroy Island Rewards discount privileges may not be used in conjunction with or as a discount on corporate rates, industry rates, preferential discounts, wedding or conference rates. Unauthorized advertising, lending, distribution or sale in part or whole of the membership and membership benefits is not permitted without the written permission of FIR. A breach of this restriction will result in the immediate cancellation of the membership with no refund and FIR on its own behalf and on behalf of its affiliates (including the entity from which the membership was purchased) reserves its rights to pursue additional compensation for damages.

Goods and Services Tax:

All prices quoted to you on which discounts will be calculated are inclusive of any GST, VAT or similar tax if applicable unless otherwise stated.

Conditions subject to change:

FIR reserves the right to vary the terms and conditions of membership at any time subject to giving reasonable prior notice to members. Such notice will be given either by email or post. If you do not agree with the variation, if required by applicable law, you may terminate your Fitzroy Island Rewards membership by written notice to us, within 10 days of receiving that notice. If you terminate your membership as a result of this, you will be entitled to a pro-rata refund of your membership fee.

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Permission/Privacy:

As a member of Fitzroy Island Rewards you agree to FIR and its respective affiliates (including the Fitzroy Island Dive Centre included in this membership) sending you from time to time direct mail or receiving telephone calls or e-mails to keep you informed of promotions and/or new developments regarding your membership and to make other offers. FIR and its affiliates will comply with all relevant laws with respect to privacy.

Acceptance:

Please Print and Sign your name below to constitute acceptance of the Terms listed above. Once you have signed and returned this document your membership will be confirmed in writing by email or post and a temporary membership card issues until your official card is printed and sent out to you.

Name: (printed) _____ Signature: _____

Date: _____

DOB: _____

(for Birthday Promotions)