MECCA BEAUTY LOOP TERMS & CONDITIONS

Please note these terms and conditions were updated on 9 November 2023 and are no longer in effect. You can access the current MECCA Beauty Loop Terms & Conditions here.

A change to the way you upgrade Beauty Loop Levels

Previously, Beauty Loop spend was reviewed monthly on the 16th, meaning you may have had to wait to enjoy your benefits, but not anymore! As of 25th February, we improved the Beauty Loop program to recognise and reward you daily.

Your Beauty Loop spend is now reviewed every day, meaning if you have spent enough on Eligible Purchases to move up a level, you will be upgraded the next day and any benefits you are eligible for can be redeemed. You will no longer need to wait until the 16th of the month.

For example, if you are a Level 1 member and make an Eligible Purchase on the 20th of March that would take your 12-month spend to \$600, which is the spend requirement for Level 2, your spend will now be reviewed overnight, and you will upgrade to Level 2 the following day on 21st March (where previously your spend would have been reviewed on 16th April and your upgrade would have taken effect the following day on 17th April).

This exciting improvement to Beauty Loop only impacts members who spend enough to move up a level. Once you reach a level, you will continue to enjoy your benefits for 12 months until your anniversary date.

You can read the full Beauty Loop Program terms and conditions below, or check out our FAQs for more information.

OVERVIEW

MECCA Beauty Loop is MECCA's rewards program that we offer to our customers in Australia and New Zealand.

These Terms & Conditions set out the conditions on which we offer MECCA Beauty Loop and apply to both our Australian and New Zealand customers.

If you join MECCA Beauty Loop, you agree and consent to:

- a. these Terms & Conditions:
- b. our Privacy Policy; and
- c. receiving communications from us via email, SMS, mail and push notifications, including for the purposes outlined in our <u>Privacy Policy</u>.

You should read both these Terms & Conditions and our <u>Privacy Policy</u> carefully. When we refer to **MECCA** (or **we** or **us**) in these Terms & Conditions we mean MECCA Brands Pty Ltd, ACN 077 859 931.

1. WHO CAN JOIN MECCA BEAUTY LOOP?

a. To join MECCA Beauty Loop in Australia, you need to be an Australian resident. You will also need to provide us your email address (we can only open one account linked to an email address). The benefits of MECCA Beauty Loop will be available to you only in Australia and only in relation to Eligible Purchases you make in one of our MECCA stores in Australia or on our <u>Australian website</u>. When we refer to the **MECCA website** in these Terms & Conditions, for our Australian members, we mean our Australian website.

- b. To join MECCA Beauty Loop in New Zealand, you need to be a New Zealand resident. You will also need to provide us your email address (we can only open one account linked to an email address). The benefits of MECCA Beauty Loop will be available to you only in New Zealand and only in relation to Eligible Purchases you make in one of our MECCA stores in New Zealand or on our New Zealand website. When we refer to the MECCA website in these Terms & Conditions, for our New Zealand members, we mean our New Zealand website.
- c. For reference to **Eligible Purchases**, please see the definition in clause 4e.
- d. Whether you are in Australia or New Zealand, if you are under the age of 18, you must have your parent or guardian's approval to join the MECCA Beauty Loop program. Your parent or guardian will need to read these Terms & Conditions.
- e. If you are a MECCA team member, or eligible for a MECCA corporate discount or family discount, you are not eligible to join MECCA Beauty Loop.

2. JOINING MECCA BEAUTY LOOP

- a. Joining MECCA Beauty Loop is easy. You can join by:
 - i. clicking "Sign-up" on the MECCA website;
 - ii. creating an account with us in-store.
- b. Remember, if you are under the age of 18, you must have your parent or guardian's approval to join the MECCA Beauty Loop program. Your parent or guardian will need to read these Terms & Conditions. We will assume, if you are under 18 when you join, that you have complied with these requirements.
- c. Joining is free and there are no fees to continue as a member. But, to earn any rewards, gifts, benefits or offers, referred to as **Benefits**, you will need to make Eligible Purchases of MECCA products and services, as explained in these Terms & Conditions.

3. BENEFITS OF JOINING MECCA BEAUTY LOOP

- a. The Benefits you receive depend on whether you have reached Beauty Loop Level 1, Beauty Loop Level 2, Beauty Loop Level 3 or Beauty Loop Level 4. If you do not reach at least Beauty Loop Level 1 you will not receive any Benefits.
- b. The Benefits offered to members at each level of membership change from time to time. We publish the details of the current Benefits on the <u>MECCA Beauty Loop</u> page on the MECCA website and in our <u>frequently asked questions</u> on the MECCA Beauty Loop page. Please make sure that you check the MECCA website from time to time so that you know what Benefits may be available to you.
- c. If we make changes that will reduce your Benefits, we will provide advance notice on the MECCA website. We will try to provide at least 30 days' notice, but sometimes the notice period might be shorter than this. This means you will have a period of time to redeem any Benefits before the change takes effect.

4. HOW BEAUTY LOOP LEVELS WORK

- You attain **Beauty Loop Levels** by making Eligible Purchases of products and services from our MECCA stores and online store.
- b. If you are in Australia, MECCA store means any of our MECCA, Mecca Cosmetica, Mecca Maxima or MECCA concession stores (such as our concession stores within Myer) located in Australia and online store means our online store available at www.mecca.com.au. This means if you are an Australian member, for example, Eligible Purchases you make in any of our stores in New Zealand will not count in determining your Beauty Loop Level.
- c. If you are in New Zealand, MECCA store means any of our MECCA, Mecca Cosmetica, Mecca Maxima or MECCA concession stores located in New Zealand and online store means our online store available

at https://www.meccabeauty.co.nz/. This means if you are a New Zealand member, for example, Eligible Purchases you make in any of our stores in Australia will not count in determining your Beauty Loop Level

- d. Only your Eligible Purchases count in determining your Beauty Loop Level. You cannot get the benefit of the purchases that anyone else makes.
- e. **Eligible Purchases** means the purchase of products or services from our MECCA stores and online store, but excludes:
 - i. the purchase of gift cards (but the redemption of a gift card will count towards your Beauty Loop Spend when redeemed by you);
 - ii. any booking fees paid by you at the time you book a MECCA service (but for services not provided by a third party, they will count towards your Beauty Loop Spend once you have attended the service); and
 - iii. purchases made through a service provided by a third party provider at a MECCA store, currently including Sarah and Sebastian, EdwardsAndCo and Suzie McIntosh.
- f. This table sets out how much you need to spend on Eligible Purchases at our MECCA stores and online store over any 365-day period (known as your Beauty Loop Spend) to reach each Beauty Loop Level:

| Level | Required Beauty Loop Spend over 365 days |
|---------------------|--|
| Beauty Loop Level 1 | \$300 – \$599.99 |
| Beauty Loop Level 2 | \$600 – \$1199.99 |
| Beauty Loop Level 3 | \$1200 - \$3499.99 |
| Beauty Loop Level 4 | \$3500 or more. |

- g. If you are an Australian MECCA Beauty Loop member, your Beauty Loop Spend is calculated in Australian dollars. If you are a New Zealand MECCA Beauty Loop member, your Beauty Loop Spend is calculated in New Zealand dollars. Beauty Loop Spend includes the booking fee associated with nonredeemable services and the goods and services tax included in the purchase price of our products and services.
- h. Beauty Loop Spend is net of returns and refunds and excludes delivery charges. If, after you make an Eligible Purchase, you obtain a refund or reimbursement for any products or services purchased from MECCA, an adjustment will be made to your Beauty Loop Spend for the amount refunded or reimbursed.
- i. More detail on how we calculate your Beauty Loop Spend is set out in clause 5.

5. HOW WE CALCULATE YOUR BEAUTY LOOP SPEND

- a. Our usual practice is to review your Beauty Loop Spend daily.
- b. This means that, on any day, your Beauty Loop Spend will usually include Eligible Purchases made instore until the end of the previous day. Online orders are counted as a Beauty Loop Spend on the date your parcel is shipped from MECCA's warehouse, not the date you place the order. This means that if, for example, your parcel is not shipped until 2 days after you place your order, your Eligible Purchase will not usually be included in your Beauty Loop Spend until 3 days after you placed that order.
- c. Your Beauty Loop Spend includes all of your Eligible Purchases taken into consideration for the past 365 days. If required, we will upgrade your Beauty Loop Level as soon as one of our reviews shows that your Beauty Loop Spend has reached the required level. But we will only downgrade your Beauty Loop Level at the times set out in the paragraph below.
- d. We review your Beauty Loop Level at the end of every 365 days from when you reached that Beauty Loop Level to see if it should be adjusted to a lower level. This date is called your **Beauty Loop**Anniversary Date. If you have not maintained the amount of Beauty Loop Spend required for your

Beauty Loop Level in the 365-day period up to a Beauty Loop Anniversary Date, we will adjust your level down or, if you have not met the purchasing requirements for Beauty Loop Level 1 in that 365-day period, you will not have a Beauty Loop Level at all from that time. It is important that you keep track of your Beauty Loop Anniversary Date if you want to maintain your Beauty Loop Level.

6. WHAT DO YOU NEED TO DO WHEN MAKING AN ELIGIBLE PURCHASE?

- a. You need to tell us that you are a MECCA Beauty Loop member prior to completing your Eligible Purchase at a MECCA store to make sure that your Eligible Purchase is included in your Beauty Loop Spend. You can do this by providing your MECCA Beauty Loop card (if you have one) or by asking a store host to retrieve your MECCA Beauty Loop member details. If you ask a store host to retrieve your member details, the host may need to ask you to provide other personal details to confirm your identity.
- b. If you are shopping online, please log into your MECCA Beauty Loop account to make sure that your Eligible Purchase is included in your Beauty Loop Spend. Make sure you use the email address you provided when creating your account. Guest checkout of Eligible Purchases through our online store will not contribute to your Beauty Loop Status and cannot be added at a later time, after you have made the Eligible Purchase.

7. MECCA BEAUTY LOOP CARD

- a. You may be provided with a MECCA Beauty Loop card, if you wish to have one, and identification number. MECCA will use the card and associated number to identify you. MECCA Beauty Loop cards are not credit, debit or charge cards. You do not need a MECCA Beauty Loop card for your membership.
- b. If you lose or damage your MECCA Beauty Loop card, we may provide you with a replacement.

8. RESTRICTIONS THAT APPLY TO YOUR MECCA BEAUTY LOOP MEMBERSHIP

- a. You can only have one MECCA Beauty Loop membership and you cannot transfer your membership or your Beauty Loop Spend to anyone else. This means that you also cannot accept anyone else's Beauty Loop Spend.
- b. Beauty Loop Spend amounts have no cash or monetary value and cannot be taken or redeemed as cash or equivalent. Benefits cannot be exchanged for other MECCA products or services.
- c. If you think you have more than one MECCA Beauty Loop membership, please call our Customer Service team on the number on the MECCA website or use the "<u>Contact Us</u>" page on the MECCA website. If you do have more than one membership, we will be able to merge those memberships for you.

9. REDEEMING YOUR BENEFITS

- a. Benefits are not transferable and cannot be redeemed for cash or equivalent.
- b. Each Benefit will be available to be redeemed during a certain period determined by us (**Benefit Period**). You must redeem the Benefit with the Benefit Period or it will otherwise be forfeited.
- c. At the start of each Benefit Period, we will notify you of the Benefit you may redeem either by email (if you receive email communications from us) or you may ask one of our store hosts what Benefit you are entitled to. Beauty Loop members who have opted out of receiving our email communications will not be notified of Benefits by email but are still eligible to use and redeem Benefits.

- d. Subject to clause 9.e.:
 - i. upon changing to a different Beauty Loop Level, any Benefits of the new Beauty Loop Level replace, and do not merge with, any Benefits of the previous Beauty Loop Level; and
 - ii. any Benefit you are entitled to redeem will depend on your Beauty Loop Level on the first day of the Benefit Period.
- e. Subject to the specific terms and conditions for a particular Benefit, if, during a Benefit Period, your Beauty Loop Level changes, you may redeem the relevant Benefit, as follows:
 - if your Beauty Loop Level has been adjusted to a lower level, you may redeem the Benefit associated with the higher Beauty Loop Level; or
 - ii. if your Beauty Loop Level is upgraded, and you have not redeemed the Benefit at the time of the upgrade, we may permit you to redeem the Benefit for the higher Beauty Loop Level.
- f. Any Benefit that you are entitled to as a MECCA Beauty Loop member may be subject to specific terms and conditions. All terms and conditions, including Benefit Period expiry dates, will be communicated to you at the time of Benefit notification.
- g. Although Benefits will usually be available for redemption in-store and/or online, sometimes we may send you your Benefits directly. If you redeem a Benefit in-store, you must present your MECCA Beauty Loop card in-store (if you have one) or provide other personal details so that a store host can retrieve your membership number. You will also be required to provide any other redemption information that we require from time to time. For example, you may need to present a voucher that we send you. If you want to redeem your Benefit online (and the terms and conditions on which the Benefit is offered allow you to do this), you must login to your online account to do this.
- h. All Benefits are subject to availability. MECCA is not liable for Benefits not being available for any reason.

10. MECCA'S LIABILITY IN RESPECT OF MECCA BEAUTY LOOP

- a. We do not make any representations and warranties to you in relation to MECCA Beauty Loop, the Benefits or the value of membership of MECCA Beauty Loop, other than the representations and warranties we cannot exclude as a matter of law.
- b. We exclude all liability to you in relation to your MECCA Beauty Loop membership and the Benefits other than any liability we cannot exclude as a matter of law.
- c. If we cannot exclude our liability to you in relation to MECCA Beauty Loop and the Benefits then, to the extent permitted by law, our liability to you will be limited to the re-supply of any relevant Benefits that you are entitled to as a result of your MECCA Beauty Loop membership.

11. CHANGES TO YOUR DETAILS OR COMMUNICATIONS PREFERENCES

- a. You need to tell us if you want to make any changes to your details or if you want to update or customise your communications preferences.
- b. You can make changes to your details by logging into your account on the MECCA website, talking to one of our team members in-store, calling our Customer Service team on the number on the MECCA website or using the "Contact Us" page on the MECCA website. Unless you do this by logging into your account, you must also provide acceptable identifiable information to change your membership details.
- c. You can update or customise your communications preferences by:
 - i. clicking the unsubscribe link contained in promotional emails;
 - ii. replying STOP to SMS messages; or
 - iii. calling our Customer Service team on the number on the MECCA website or using the "Contact Us" page on the MECCA website.

d. MECCA is not responsible if you don't notify us of any changes to your details or any changes you make to your communications preferences, which may result in you not obtaining any Benefit or the loss or downgrade of your Beauty Loop Level.

12. OPTING OUT OF COMMUNICATIONS

- a. If you would like to receive fewer communications from us you can click on the "Manage My Preferences" link at the bottom of any email you receive from us. Doing that will open our Subscription Preference Centre, where you may select the types of emails you receive from us. You may also select the option of not receiving any communications at all.
- b. If you select not to receive any communications from us at all, you will not be notified of any Benefits by email. You will still be able to ask in-store about Benefits you may be entitled to.

13. TERMINATING YOUR MEMBERSHIP

- a. If you would like to terminate your MECCA Beauty Loop membership you can do this by talking to one of our team members in-store, calling our Customer Service team on the number on the MECCA website or using the "Contact Us" page on the MECCA website.
- b. We are entitled, if we determine to do so, to terminate your MECCA Beauty Loop membership at any time by providing you with at least 30 days' notice. We may terminate your membership without notice if you do not use your membership for a long period of time and, as a result, we believe you are no longer a MECCA customer.
- c. We may also terminate your membership without notice if we think you have breached these Terms & Conditions.
- d. If your MECCA Beauty Loop membership is terminated, you will no longer be entitled to accrue any Beauty Loop Spend or redeem any Benefits.

14. CHANGES TO THESE TERMS & CONDITIONS

- a. We keep these Terms & Conditions on the MECCA website, so it is easy for you to access them.
- b. We try not to change these Terms & Conditions too often, but sometimes we need to, for example, if the law changes. When we change these Terms & Conditions, we will put the updated version on the MECCA website straight away. We will also put a notice on the MECCA website when we make significant updates, so you will know this has happened.
- If you continue to use your MECCA Beauty Loop membership after we change these Terms & Conditions, you will be deemed to have accepted the changed Terms & Conditions.

15. HOW TO CONTACT US

- a. If you have any questions, or if you have any concerns or a complaint about MECCA Beauty Loop, please contact us.
- b. You can do this by talking to one of our team members in-store, calling our Customer Service team on the number on the MECCA website or using the "Contact Us" page on the MECCA website.

16. GOVERNING LAW

These Term & Conditions are governed by the laws of Victoria, Australia.