BOOKING TERMS AND 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Please note these terms and conditions were updated on 9 November 2023 and are no longer in effect.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 Booking Terms & Conditions here.

- (a) These terms and conditions govern your booking and use of a:
 - (i) <u>MECCA service</u> ('Service');
 - (ii) Flagship service provided by a third party provider at the Mecca Flagship store at Cnr George Street & Market Street, Sydney, New South Wales, 2000 ('Flagship Service').
- (b) By booking or using a Service, Flagship Service or Aesthetica Service you indicate you:
 - (i) have read, understood, and accept:
 - (A) these terms and conditions;
 - (B) our Website Terms and Conditions;
 - (C) our Privacy Policy; and
 - (ii) will comply with all relevant COVID-19 restrictions and vaccine requirements relevant to your service and your place of residence.

If you have any questions about these terms and conditions, please contact our Customer Experience team.

Full terms and conditions can be accessed by clicking on each of the headings below.

1. BACKGROUND

- (a) These terms and conditions govern your booking and use of:
 - (i) a MECCA service ('Service');
 - (ii) a <u>Flagship service</u> provided by a third party provider at the Mecca Flagship store at Cnr George Street & Market Street, Sydney, New South Wales, 2000 ('Flagship Service').
 - (iii) an <u>Aesthetica service</u> provided by the MECCA team at the MECCA Aesthetica store at Highpoint Shopping Centre, 120-200 Rosamond Road, Maribyrnong, Victoria, 3032 ('Aesthetica Service');
 - (iv) a FaceGym Studio service provided by the MECCA team at the MECCA Flagship store at Cnr George Street Market Street, Sydney, New South Wales, 2000 ('FaceGym Studio Service').
- (b) booking or using a Service, Flagship Service, Aesthetica Service or FaceGym Studio Service you indicate you:
 - (i) have read, understood, and accept:
 - (A) these terms and conditions;
 - (B) our Website Terms and Conditions;

- (C) our Privacy Policy;
- (D) and will comply with all relevant COVID-19 restrictions and vaccine requirements relevant to your service and your place of residence.
- (c) If you have any questions about these terms and conditions, please contact our Customer Experience team via www.mecca.com.au/contact-us (Australia) or via www.meccabeauty.co.nz/contact-us (New Zealand).

2. HOW IT WORKS?

(a) MECCA SERVICES

- (i) Bookings for a Service can be made online, in-store or via our customer service team at www.mecca.com/en-au/help/ (Australia) or at www.mecca.com/en-nz/help/ (New Zealand).
- (ii) To book a Service, online:
 - (A) visit <u>www.mecca.com/en-au/services-events/</u> or <u>www.mecca.com/en-nz/services-events/</u>
 - (B) select your preferred store location, Service and appointment date and time;
 - (C) pay the booking fee.

(b) FLAGSHIP SERVICES AND AESTHETICA SERVICES

- (i) Flagship Services and FaceGym Studio Services are only available at our Mecca Flagship store at Corner George Street and Market Street, Sydney, New South Wales 2000, Australia.
- (ii) Aesthetica Services are only available at our Mecca Aesthetica store at Highpoint Shopping Centre, 120-200 Rosamond Road, Maribyrnong 3032 Australia.
- (iii) Bookings for Flagship Services, Aesthetica Services and FaceGym Studio Services can be made online, in-store at the stores listed above or via our customer service team at www.mecca.com/en-au/help/ (Australia) or at www.mecca.com/en-nz/help/ (New Zealand).
- (iv) To book a Flagship Service, Aesthetica Service or FaceGym Studio Service online:
 - (A) visit <u>www.mecca.com/en-au/services-events/</u> or <u>www.mecca.com/en-nz/services-events/</u>;
 - (B) select your preferred Flagship Service, Aesthetica Service or FaceGym Studio Service (as the case may be) and appointment date and time; and
 - (C) pay the booking fee.
- (v) For all bookings we will send you a confirmation email and reminder SMS before your appointment.
- (vi) Your appointment for any booking is not confirmed until we send our confirmation email, or in the instance of a booking with a Flagship Service, until confirmed by the Flagship Service provider after a complementary pre-appointment phone consultation with a representative of the third-party Flagship Service provider.

(vii) For all bookings, it is your responsibility to make sure we have the correct contact details when booking.

3. PAYMENT

- (a) The booking fee is in:
 - (i) Australian dollars for Services, Flagship Services, Aesthetica Services and FaceGym Studio Services to be conducted in Australia; or
 - (ii) New Zealand dollars for Services to be conducted in New Zealand.
- (b) For all Services, Flagship Services, Aesthetica Services and FaceGym Studio Sevices the booking fee is payable at the time of booking.
- (c) If making a payment for a Service with one of our team members over the phone, we will send you a Pay By Link to securely request your payment details in order to process the transaction.
- (d) A Service, Flagship Service or an Aesthetica Service is only redeemable for products or services at the selected store on the day of your appointment if it is marked as 'redeemable' in its description:
 - (i) if you are in Australia, at www.mecca.com/en-au/services-events/; and
 - (ii) if you are in New Zealand, at www.mecca.com/en-nz/services-events.
- (e) The booking fee for Services, Flagship Services or Aesthetica Services, redeemable on products in accordance with clause 3(d), does not contribute to Beauty Loop Spend until redeemed by making Eligible Purchases on the day of the Service, Flagship Service or Aesthetica Service (as the context permits)
- (f) For the purposes of this clause 'Eligible Purchases' means the purchase of products or services from MECCA's retail 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 Service, Flagship Service, Aesthetica Service or FaceGym Studio 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.
- (g) You cannot pay the booking fee for a Service, Flagship Service, Aesthetica Service or FaceGym Studio Service using Afterpay.
- (h) You cannot pay for a Flagship Service or FaceGym Studio Service using a gift card from a third party provider (even if it is the provider of the corresponding Flagship Service).

4. CANCELLATIONS

- (a) You can manage your bookings, including cancellations, by:
 - (i) attending your nearest MECCA retail store;

- (ii) logging in to your account at www.mecca.com/en-au/account/ (Australia); or www.mecca.com/en-nz/account/ (New Zealand); or
- (iii) contacting our customer service team via www.mecca.com/en-au/help/ (Australia) or at www.mecca.com/en-nz/help/ (New Zealand)
- (b) If you are unwell or showing symptoms as a result of COVID-19, or due to any other COVID-19 factors set out in, or contemplated by, the COVID-19 declaration disclosed during your booking process, you must reschedule or cancel your booking by contacting us in accordance with clause 4(a)(ii) or 4(a)(iii) and not by attending a MECCA store.
- (c) Fees for cancelling an appointment for change of mind are as follows:

Type of appointment	When notice of cancellation provided	Fees
Any Service, Flagship Service, Aesthetica Service or FaceGym	24 hours or more before your appointment.	We will provide a full refund of the booking fee to your original payment method.
Service other than a Flagship Service provided by Suzie McIntosh	Less than 24 hours before your appointment.	We will retain the booking fee paid (by way of liquidated damages).
Any Flagship Service provided by Suzie McIntosh	Rescheduling 14 business days or more before your appointment. Please note: All rescheduling requests must be submitted 7to Suzie McIntosh Brows by email (sydney@suziemcintosh.com) Rescheduling within 14 business days of appointment. Please note: All rescheduling requests must be submitted to Suzie McIntosh Brows by email (sydney@suziemcintosh.com)	We will provide a full refund of the booking fee to your original payment method or reschedule your appointment at no additional cost.
	Cancellation at any time. Please note: All cancellations must be submitted to Suzie McIntosh Brows by email (sydney@suziemcintosh.com)	Suzie McIntosh Brow Specialists do not refund any service(s). Once you have paid a deposit in full you are committing to your appointment and the procedure. No refunds shall be offered for change of mind, where a service(s) is deemed to have begun and is, for all intents and purposes, underway.

- (d) Note: 'business day' means:
 - (i) For Services, any day other than a Saturday, Sunday or public or bank holiday in the city that is the subject of the relevant booking.
 - (ii) For Flagship Services, any day other than a Saturday, Sunday or public or bank holiday in Sydney, Australia.

- (e) Notwithstanding clause 4(c), we will provide a full refund of the booking fee to your original payment method, if you have to cancel less than 24 hours before your appointment for Services, Flagship Services (other than services provided by Suzie Mcintosh) and Aesthetica Services if:
 - (i) you are unwell (such as a result of COVID-19) and contact our customer service at www.mecca.com/en-au/customer-care/contact-us/ (Australia) or at www.mecca.com/en-nz/customer-care/contact-us/ (New Zealand) prior to your appointment; or
- (f) We reserve the right to cancel your appointment for any reason and at any time, without notice to you. If we do so, we will provide you with a refund of the booking fee to your original payment method, subject to clause 6.

5. LATE ARRIVALS

(a) MECCA SERVICES

- (i) You should arrive at the selected store at least 10 minutes before your appointment.
- (ii) If you are late to your appointment, we may need to shorten the length of your appointment or change the Service you have booked.
- (iii) If you are more than 15 minutes late to your appointment, we may, at our absolute discretion:
 - (A) reschedule your appointment; or
 - (B) cancel your appointmentand allow you to redeem the booking fee on products at the selected store on the day of your appointment.

(b) FLAGSHIP SERVICES

- (i) You should arrive at the store at least 10 minutes before your appointment.
- (ii) If you are more than 15 minutes late to your appointment, we will need to shorten the length of your appointment. We are unable to reschedule your appointment or allow you to redeem the booking fee on products at the store on the day of your appointment.

(c) AESTHETICA SERVICES AND FACEGYM STUDIO SERVICES

- You should arrive at the store at least 10 minutes before your appointment.
- (ii) If you arrive after your scheduled appointment time, we may not be able to provide the scheduled service to you and may need to shorten the length of your appointment or reschedule your appointment to a new date and time
- (d) If you arrive after the store's closing time on the day of your scheduled booking for any Service, Flagship Service, Aesthetica Service or FaceGym Studio Service or any days after your scheduled booking this will be considered a 'no show' and clause 6 will apply.

6. NO SHOWS

If you do not attend your booked appointment or do not attend the selected store during the store's opening hours on the day of the appointment, we will cancel the appointment and retain the booking fee (by way of liquidated damages).

7. BEAUTY LOOP COMPLIMENTARY SERVICES

- (a) If you are a Beauty Loop Level 2, 3 or 4 member, you may be eligible for complimentary Beauty Loop services from time to time.
- (b) These services will automatically appear when you log in to your account and try to make a booking.
- (c) If you do not attend a booked Beauty Loop service appointment, you:
 - (i) forfeit your right to receive the service for that campaign period; and
 - (ii) will not be able to re-book the appointment for that campaign period.

8. FLAGSHIP SERVICES

In relation to Flagship Services:

- (a) these services are not under our control and are not maintained by us;
- (b) we are not responsible for the goods or services that are the subject of the Flagship Service, and we accept no responsibility for them or for any loss or damage that may arise from your use of, or reliance on, them (notwithstanding anything else); and
- (c) we only provide links, and a booking engine, to the third parties who provide the Flagship Services for your information and convenience, and this does not imply any endorsement of those third parties, or any association between us and them
- (d) Your booking of, or use of, or reliance on, such goods or services of the third parties providing the Flagship Services is at your own risk
- (e) We have no control over those third parties, nor any products, services, advice, diagnosis, information, or advertising material provided by them, and accept no responsibility for them or for any loss, damage, injury, adverse reaction or death that may arise from use of, or reliance on, them by you or anyone else (notwithstanding anything else).

9. AESTHETICA SERVICES

In relation to Aesthetica Services:

- (a) we reserve the right to change the service booked if it is deemed unsuitable for you;
- (b) prior to your booking, you must disclose to us any pre-existing conditions that may impact the service you have booked including if:
 - (i) you have had excessive sun exposure within 7 days prior to your appointment;
 - (ii) you are pregnant;
 - (iii) you are receiving any medical treatment and/or have any medical condition;
 - (iv) you have a pace-maker;

- (v) you are taking oral vitamin A medication;
- (vi) you are using topical retinol;
- (vii) you have any skin conditions or allergies.
- (c) if you are in doubt about your medical circumstances, you should seek medical advice prior to attending your service.
- (d) you must review and if all is in order, complete the waiver form provided to you before your service in order for us to commence your service.
- (e) if you purchase a package for these services they can only be used by you and are non-transferable.

10. FACEGYM STUDIO SERVICES

- (a) In relation to FaceGym Studio Services:
 - (i) we reserve the right to change the service booked if deemed unsuitable for you;
 - (ii) prior to your booking, you must disclose to us any pre-existing conditions that may impact the service you have booked including if you have any of the following contraindications in relation to the relevant service:
 - (iii) if you are in doubt about your medical circumstances, you should seek medical advice prior to attending your service.
 - (iv) you must review and if all is in order, complete the waiver form provided to you before your service in order for us to commence your service.
- (b) If you are receiving a service with Radio Frequency, it is important that you drink 2L of water in the 24 hours preceding your service.

Contraindication	Express	Signature Sculpt	Signature Hands	-	Radio Frequency	I Need It All
Dermal fillers, Anti-wrinkle or Botox injections, or Facial Threads in the last 4 weeks		x	x	x	х	x
Facial Surgery in the last 6 months with visible unhealed areas	x	x	x	X	x	x
Used any topical actives such as AHA, BHAs, chemical peels, retinoids, microdermabrasion or epidermal leveling in the past 4 weeks.	x	x	X	x	х	x
Cancer in the area being treated – i less than 12 months remission	f x	x	x	X	x	x
Currently pregnant, trying to become pregnant, breast feeding or undergoing IVF	- x	x	x	х	x	x

Active skin conditions in the treatment area, such as: sores, eczema, rash, fragile, swollen, burnt, or injured skin, active acne, rosacea, dermititis, psoriasis, sunburn, active Herpes Simplex or long-term steroid use that has affected the skin	x	X	X	x	х	x
Metal pins, plates or pacemakers; epilepsy; prone to bone fracture or Severe Osteoporosis; Cardiac disorder or heart disease, sufferer of any heart conditions.	х	х		х	х	x
Diabetes and loss of sensation	X	x		X	x	X
Accutane/Roaccutane or photosensitive medication in last 6 months					х	х
Cancer in the area being treated, if less than 5 years in remission					х	х
Lymphatic disorders in the area (lymphoedema)					x	х
Vascular disease such as PVD, Vasculitis or Collagen Vascular Disease					X	х
Glaucoma - the eye area cannot be treated					x	х
Cardiac disorder, heart disease, uncontrolled high blood pressure, or suffer from any cardiac conditions					X	х
Renal insufficiency / Dialysis					X	х
Poor blood clotting / coagulopathy, blood thinning medication					x	х
Beard or excessive facial hair					x	X

11. GOVERNING LAW

- (a) These terms and conditions are governed by the laws in force in Victoria, Australia.
- (b) By booking or using a Service, a Flagship Service or an Aesthetica Service you submit to the exclusive jurisdiction of the courts in Victoria.