

Terms and Conditions – Essential Relief

1 General

1.1 Who is HOP?

1.2 **HOUSEOFPOWER Charity Limited ABN 41 687 772 694 (HOP) is an Australian-registered charity that focuses on the relief of poverty, distress and financial hardship in South Australia. Acceptance of these Terms and Conditions**

- (a) These terms and conditions (**Terms and Conditions**) are a contract between you and HOP and govern your access to and use of HOP's 'Essential Relief' program (**Program**).
- (b) Please read these Terms and Conditions carefully before accessing or using the Program.
- (c) By accessing or using the Program, you confirm you agree to comply with these Terms and Conditions.

1.3 Changes to these Terms and Conditions

- (a) HOP may review and amend these Terms and Conditions from time to time, by posting the new version on <https://houseofpower.com.au/>.
- (b) Your continued use of the Program after HOP posts any changes to these Terms and Conditions will constitute your acceptance of the amended Terms and Conditions.

2 Eligibility and registration

2.1 Program participation

- (a) Participation in the Program is subject to HOP's approval and may be granted, refused, or withdrawn at HOP's sole discretion.
- (b) Eligibility is generally limited to concession card holders, unless otherwise determined by HOP.
- (c) HOP may modify eligibility criteria from time to time.

2.2 Registration

To register for the Program, you must provide accurate, current and complete information for identity verification purposes. This may include your full name, residential address, email address, and telephone number.

2.3 Account Credentials

- (a) You must keep your Account Credentials confidential and secure. You are responsible for protecting your Account Credentials from unauthorised access or use.
- (b) You acknowledge and agree that you are responsible for all activities conducted through your account, whether authorised by you or not.

3 Allocations and limits

3.1 Individual Allocations

- (a) Each Participant will be allocated a monetary amount designated by HOP, with payments to be made on the 1st and 16th of each month (**Allocation**) via a QR code to use on the purchase of Products via the Vending Machine.
- (b) Any unused balance remains available and rolls over to future fortnights, unless the Program is modified, suspended or terminated.
- (c) Allocations cannot be redeemed for cash and are subject to the availability of the Program, and compliance with these Terms and Conditions.

3.2 Household limits

- (a) Total assistance is limited to a monetary amount (designated by HOP) per Household per fortnight.
- (b) HOP may implement or amend Household limits where multiple Participants are identified as residing at the same address.
- (c) If Household limits are exceeded, HOP may adjust individual Allocations or suspend one or more Participant accounts to support operational fairness and the integrity of the Program.

4 Fuel Vouchers

- (a) Each Participant will be restricted to vending one Fuel Voucher per fortnight, subject to availability and the discretion of HOP.
 - (i) The number of Fuel Vouchers a participant may redeem depends on the location of the Vending Machine:
 - (A) If the Vending Machine is located at a Grocery Store, each participant may only redeem one Fuel Voucher per fortnight.
 - (B) If the Vending Machine is located at a Petrol Station, each participant may redeem an unlimited number of Fuel Vouchers, subject to availability and Participant's balance.
- (b) Fuel Vouchers are not redeemable for cash, and may not be exchanged, transferred, or sold.
- (c) HOP is not liable for lost, stolen, damaged, or expired Fuel Vouchers.
- (d) Each Fuel Voucher must be redeemed in a single transaction. Partial redemption is not permitted, and any unused value is forfeited.
- (e) If your purchase amount exceeds the value of the Fuel Voucher, you are responsible for paying the balance.
- (f) When using a Fuel Voucher, in addition to these Terms and Conditions, additional third-party terms may apply (**Additional Terms**). You must comply with any Additional Terms. To the extent there is a conflict between these Terms and Conditions and any Additional Terms, the Additional Terms will supersede these Terms and Conditions.

5 Your responsibilities

5.1 Acceptable use

You must:

- (a) use the Vending Machines safely, responsibly, and in accordance with any instructions provided;
- (b) behave respectfully and appropriately towards store staff, HOP volunteers and representatives, and the public; and
- (c) comply with lawful directions and policies at participating venues.

5.2 Prohibited activities

In using or accessing the Program, you must not:

- (a) share your Account Credentials with others, or allow anyone else to access your account;
- (b) attempt to bypass system limits or household restrictions;
- (c) create or use multiple accounts or false information;
- (d) collect or use Products for resale or commercial gain;
- (e) attempt to exchange, transfer or sell the Allocation to any persons;
- (f) allow unauthorised persons to access the Products;
- (g) publicly misuse or misrepresent the Program in a way that could harm the reputation of HOP, its retail partners, or its Personnel;
- (h) engage in any illegal or unlawful activity, including any fraudulent use of the Program or Products;
- (i) do anything that infringes HOP's Intellectual Property Rights;
- (j) engage in any activity that otherwise adversely affects anyone else's use of, or access to, the Program or Products;
- (k) engage in any activity otherwise deemed inappropriate by us; or
- (l) permit, facilitate or encourage another person to do any of the acts described in clauses 5.2(a) to 5.2(k).

6 Access, availability and safety

6.1 Program access

Access to the Program or any Vending Machine may be interrupted or limited due to technical issues, maintenance, stock shortages, or other operational reasons. HOP will make reasonable efforts to address

such issues promptly, but makes no warranty, and has no obligation to you, to ensure that the Program or any Vending Machine is available for use at any given time.

6.2 Availability of Products

The range of Products available through the Vending Machine may vary depending on supply, operational requirements, and other factors. HOP does not guarantee the availability of any specific Product.

6.3 Safety and use of Products

You acknowledge and agree that, to the extent permitted by law:

- (a) you access and use the Vending Machine and Products at your own discretion and risk;
- (b) you are solely responsible to select Products appropriate to your dietary requirements, allergies, or medical conditions;
- (c) HOP is not liable for any injury, Loss, or adverse effect arising from the use or consumption of Products; and
- (d) HOP disclaims all liability arising out of or in connection with any warranty claims, defects, safety issues, or recalls in relation to any Products. HOP is not liable for any Loss you incur as a result of any such warranty claim, defect, safety issue, or recall.

6.4 Location of Program

- (a) The Program may be offered only within specific communities, locations, or participating venues as determined by HOP and its Personnel.
- (b) Program access locations may be changed, relocated, or withdrawn from time to time at HOP's discretion.

7 Suspension and termination

HOP may, without notice to you, modify, suspend, limit or terminate the Program (or your access to the Program or the Products) at any time, including but not limited to circumstances where:

- (a) you breach these Terms and Conditions or any Additional Terms;
- (b) you engage in any aggressive, abusive, threatening, suspicious, or improper behaviour;
- (c) there is a malfunction, fault or breakdown of any of HOP's systems;
- (d) HOP or its Personnel needs to undertake repair, maintenance or service of any part of the Vending Machine or Products; or
- (e) HOP is required by law to do so.

8 Liability

8.1 Consequential Loss

To the extent permitted by law, in no event will HOP be Liable to you for any Consequential Loss, even if HOP has been made aware of the possibility of such Consequential Loss prior to your access to or use of the Program.

8.2 Limitation of Liability

To the extent permitted by law, in no event will HOP's cumulative Liability in the aggregate arising out of or in connection with these Terms and Conditions, your participation in the Program, or your access to or use of any Product, Fuel Voucher or Vending Machine (whether in contract, tort, statute or otherwise) exceed AUD\$100.

9 Our respective rights

9.1 Intellectual property

You do not obtain any ownership rights in HOP's Intellectual Property Rights under these Terms and Conditions.

9.2 Privacy

Your privacy is important to HOP. Please carefully read the Privacy Collection Statement **attached** to these Terms and Conditions, for details of how HOP collects, uses, and discloses your personal information.

10 Miscellaneous

- (a) These Terms and Conditions are governed by and construed in accordance with the laws of South Australia, Australia. Each party irrevocably submits to the non-exclusive jurisdiction of the courts of Adelaide.
- (b) You must not assign, transfer or novate any of your rights or obligations (including your account) under or relating to these Terms and Conditions.
- (c) HOP can assign its obligations in these Terms and Conditions by providing you with 30 days' prior written notice of such assignment.
- (d) If a provision of these Terms and Conditions is illegal, invalid, unenforceable or void in a jurisdiction: it is severed for that jurisdiction; the remainder of these Terms and Conditions has full force and effect; and the validity or enforceability of that provision in any other jurisdiction is not affected.

11 Definitions and interpretation

11.1 Definitions

In these Terms and Conditions:

Account Credentials means your username, password, access key or code, or any other information required to access the Program;

Consequential Loss means any loss of revenue, loss of profits, loss of opportunity to make profits, loss of business, loss of business opportunity, loss of use or amenity, or loss of anticipated savings, special, exemplary or punitive damages, or any loss which does not directly and naturally flow in the normal course of events from the occurrence of the event giving rise to the Liability for such loss, whether or not such loss was in the contemplation of the parties at the time of entry into these Terms and Conditions;

Fuel Voucher means a voucher issued under the Program allowing redemption for fuel purchases with participating retail partners;

Household means all persons residing at the same residential address;

Intellectual Property Rights means all current and future registered and unregistered rights in respect of copyright, circuit layouts, designs, trade marks, know-how, confidential information, patents, inventions, plant breeder's rights and discoveries and all other intellectual property as defined in article 2 of the convention establishing the World Intellectual Property Organisation 1967;

Liability means any liability or obligation (whether actual, contingent or prospective) including any Loss, irrespective of when the acts, events or things giving rise to the liability or obligation occurred;

Loss includes any loss, damage, cost, charge liability (including tax liability) or expense (including legal costs and expenses);

Participant means an individual registered and approved by HOP to access the Program;

Personal Information has the meaning given in the Privacy Law;

Personnel means a party's employees, agents, directors, officers, invitees, volunteers, partners, representatives, contractors, sub-contractors and consultants;

Privacy Law means the *Privacy Act 1988* (Cth);

Products means non-perishable products for stocking the Vending Machine, provided by HOP's retail partners; and

Vending Machine means a designated unit located at participating venues (eg grocery stores) stocked with Products for Participants.

Attachment

Privacy Collection Statement

HOUSEOFPOWER Charity Limited ABN 41 687 772 694 (**HOP**) is committed to protecting the privacy of individuals within Australia and their personal information (as defined in the *Privacy Act 1988* (Cth) (**Privacy Act**)).

Please read this notice carefully as it will have important consequences for you in relation to the collection, use and disclosure of your personal information provided to HOP.

- 1 HOP is the entity collecting your personal information. You can contact HOP by email at privacy@houseofpower.com.au.
- 2 HOP will collect your personal information directly from you (including any unsolicited information) you may provide. In certain circumstances, HOP may be required to collect your personal information from third parties, including via community outreach programs or event organisers.
- 3 HOP collects your personal information for the primary purpose of enabling you to access and use HOP's 'Essential Relief' program (**Program**), and access any products or services available through the Program. Further to this purpose, HOP may collect and use your personal information to:
 - (a) respond to your requests and inquiries;
 - (b) communicate with you regarding the Program and HOP's services;
 - (c) comply with HOP's legal and reporting obligations; and
 - (d) improve the quality of the Program and HOP's services.
- 4 HOP may also collect your personal information to send you information about products, services or events that may be of interest to you via email, post, telephone or other direct contact methods.
- 5 If HOP does not collect your personal information in connection with the purposes outlined in paragraph 3, you may be unable to access or use the Program.
- 6 HOP may disclose your personal information to HOP's retail partners, related entities, third party service providers, and other organisations set out in HOP's Privacy Policy, for the purposes described in paragraphs 3 and 4.
- 7 HOP's headquarters and related group companies who assist in providing the Program to you, are located in Australia. HOP also disclose personal information to HOP's third-party service providers, also located in Australia. Accordingly, by providing your personal information to HOP or by accessing or using the Program, your personal information will be disclosed to these entities.
- 8 HOP's Privacy Policy sets out how you can access and correct any of your personal information collected under this notice as well as to how you can make a complaint if you think HOP has breached the Privacy Act in the handling of your personal information. HOP's Privacy Policy is available at <https://houseofpower.com.au/privacy-policy-and-disclaimer/> or you can request a copy at the contact details in paragraph 1 above.
- 9 By accessing or using the Program, you indicate that you: have read this notice; acknowledge that your personal information will be collected, used and disclosed in accordance with this notice and as otherwise detailed in HOP's Privacy Policy, to the extent it is necessary; and give your voluntary express consent to HOP collecting, using, storing, disclosing and disposing of your personal information in this manner.