

ACT Seniors Card Program Terms and Conditions

The ACT Seniors Card Program (Program) is administered by the Australian Capital Territory (Territory) as represented by the Community Service Directorate. The Territory may, from time to time, engage a third party to administer the Program on its behalf. References in this document to “Territory” include any third party engaged by the Territory to administer the Program. At the time of publication, the Territory has engaged Council on the Ageing ACT (COTA ACT) for that purpose.

Eligibility Requirements

To be eligible to be a Seniors Card Business Member (Business Member), an Applicant must submit an application and meet the following eligibility requirements (Eligibility Requirements).

1. The Applicant must be a legal entity (e.g. a company, incorporated association or person).
2. The Applicant must provide an offer that is exclusively for Seniors Card holders, provides genuine savings to seniors, gives clear statements about savings for transactions and is otherwise acceptable to the Territory. Discounts of less than 5% and ineffective or confusing offers will not be accepted.
3. The Applicant’s business must be considered by the Territory to be appropriate to be part of the Program having regard to the nature and conduct of the business. In considering whether the business is appropriate, the Territory may take into account:

- any past conduct in relation to the Program;
- information provided by government agencies, such as the ACT Office of Fair Trading, Australian Competition and Consumer Commission, ACT Registrar-General’s Office and the Australian Securities and Investments Commission, about the Applicant or the business;
- whether the Applicant is bankrupt or insolvent, or has entered into voluntary administration, made any arrangement with its creditors or taken advantage of any statute for the relief of insolvent debtors; and

• The Territory will assess your application and will notify approved Applicants. Upon notification of approval, the Applicant becomes a Business Member and is bound by the following Agreement.

AGREEMENT

1. This Agreement is between the Australian Capital Territory (Territory) and the Business Member.
2. This Agreement commences when the Territory notifies the Business Member that its application to become a Business Member has been approved.
3. This Agreement continues to operate until the earlier of:
 1. 31 December 2023; or
 2. the publication of a new edition of the ACT Seniors Card Directory (Directory), which is usually produced every 2 years, unless terminated under the provisions of this Agreement.
4. The Business Member:
 1. will make the offer contained in its application (Offer) available every trading day without time restrictions, except with the prior written consent of the Territory;

2. will display the Seniors Card logo in a prominent place in all business outlets that participate in the Offer;

3. will ensure that products or services sold are in accordance with all relevant consumer laws, are free from defect in materials and workmanship and will be fit for the purpose for which the products or services are purchased by the consumer;

4. agrees that the Offer may not be changed or substituted without the prior written consent of the Territory;

5. agrees not to represent the Program or the Territory as the provider or supplier of the Offer;

6. acknowledges that the Territory does not guarantee, and is under no obligation to the Business Member to ensure, that the Business Member will receive any minimum amount of business or number of sales as a result of participation in the Program;

7. authorises the Territory to make enquiries and exchange information with government agencies such as the ACT Office of Fair Trading and other authorities regarding its trade activities and any other matters relevant to its participation in the Program; and

8. acknowledges that decisions on the layout of the Directory are at the sole discretion of the Territory.

5. The Territory may at its discretion:

1. include a five line listing for the Business Member in the Directory;

2. distribute the Directory through Access Canberra Service Centres, public libraries, and any body administering the Program on behalf of the ACT Government;

3. include information for the Business Member on the ACT Seniors Card website;

4. provide information about the Business Member in response to enquiries to the Seniors Information Line;

5. mail the Directory to ACT Seniors Card holders and interstate travellers on request; and

6. provide the Business Member with the opportunity to participate in promotional events related to the Program.

6. The Territory is under no obligation, and will have no liability to the Business Member for failure to provide any services or benefits to the Business Member under clause 5 of this Agreement, and will otherwise have no liability for or in respect of any loss, damage or injury, or any claims, costs or expenses, whether direct or indirect, incurred by any person as a result of or in connection with the Business Member's involvement in the Program.

7. The Business Member indemnifies the Territory, its employees, agents and subcontractors against liability in respect of all claims, costs and expenses and for all loss, damage, injury or death to persons or property caused by the Business Member in connection with the Business Member's involvement in the Program or performance of its obligations under this Agreement.

8. The Territory may immediately terminate this Agreement and remove the Business Member from the Program if the Business Member fails to comply with any relevant legislative provisions,

regulatory guidelines, codes of conduct and standards as are appropriate to the industry or business, ceases to meet the eligibility requirements or breaches a provision of this Agreement.

9. The Territory may, at any time by notice to the Business Member, terminate this Agreement, the Program or the Business Member's involvement in the Program for any reason.

10. The Business Member will give the Territory at least three months notice if the Business Member wishes to withdraw from the Program.

11. The Business Member acknowledges that removal from the Program may include removal of information about the Business Member from the Seniors Card website and exclusion from future editions of the Directory.

PRIVACY NOTICE

The personal information on this application is being collected on behalf of the Territory so that it can administer the Seniors Card Program (Program). Some or all of this personal information may be provided to the ACT Office of Regulatory Services and to bodies contracted by the Territory to assist with the administration of the Program. If you do not provide this information the application may not be able to be assessed. Some of the information you provide may be included in promotional material. Any personal information you choose to provide will be handled in accordance with the Information Privacy Act 2014, will only be used for the purpose for which it was provided, and will not be provided to any party, other than Territory agencies and bodies contracted by the Territory to assist with the administration of the Program, without your prior written consent.

ACKNOWLEDGEMENT

By signing the ACT Seniors Card Program application Form on the back of this document, I acknowledge that I have read, and agree to be bound by, the Agreement. By submitting an application, the Applicant authorises the Territory to obtain from any Territory directorate or agency, or any other Commonwealth, State or Territory department or agency, information about the Applicant and the Applicant's business including, but not limited to, information about the Applicant's conduct in relation to the Program or similar programs in other jurisdictions. The provision of information by a Territory directorate or agency to the Territory is acknowledged by the Applicant to be a communication in circumstances of qualified privilege and the Applicant shall have no claim against the Territory, in defamation or otherwise, in respect of any matter arising out of the provision or receipt of such information, including any claim for loss to the Applicant arising out of the communication.