



BUSINESS CLUB CARD

TERMS & CONDITIONS

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The following terms and conditions apply

By accepting these terms and conditions you are consenting to receive marketing/promotional material from Sofia Frankston.

By using a Sofia Business Club Card, you have deemed acceptance of these Terms and Conditions:

The Sofia Frankston Business Club Card must be shown to management before the account is finalized at Sofia Frankston to receive available offers.

Offers are not available if Club Card is not shown before account is finalized.

The acceptance and use of a Club Card Membership indicates an intention to be legally bound by these terms and conditions.

Business Club Members are to exchange a valid Business Card of their own to finalize approval into the Sofia Frankston Business Club.

Exchange is to be done when pending club member is coming to accept their Business Club Card from Sofia Frankston upon receiving an official invitation email from Sofia Frankston.

The Club Cards are issued free to approved applicant.

The Club Card remains the property of Sofia Frankston.

In the event of a lost or stolen card it is the responsibility of the customer to report the card missing to Sofia Frankston.

In the event of a lost or stolen card it is the responsibility of the customer to purchase a new card to replace the missing card if the customer wishes to continue receiving exclusive Business Club Offers & Discounts.

Management reserves the right to refuse entry.

Management reserves the right to request proof of ID from any Club Card Member.

Management reserves the right to refuse any Club Card applications and is under no obligation to give reasons for refusal.

Management reserves the right to postpone, cancel or alter a Club Card or any aspect of the Club Card Scheme.

If the card holder or any member of their parties act in a manner deemed to be inappropriate by Management towards staff, customers, persons, property or reputation of Sofia Frankston or its patrons, Management reserve the right to revoke all Club Card Privileges with immediate effect.

The customer may cancel their Club Card Membership at any point by returning their card.

Removal from our mailing list can be requested at any time by emailing: clubcard@sofi frankston.com.au Club Card Benefits are not valid in conjunction with any other offer, discount, coupon or gift voucher.

Club Card benefits are only valid Dine-In.

Only one Club Card may be used per person per bill.

Business Club Cards will be ready for collection within 48 hours after initial sign up and receiving an official invitation email from Sofia Frankston.

The 'Bottoms-Up Happy Hour' is only valid each Friday from 4-6pm dine-in only for Business Club Members.

Management of Sofia Frankston reserves the right to amend or change the above terms and conditions at any point, and upon issue of a new set of terms and conditions, will be deemed as acceptance of these new conditions.

PERSONAL INFORMATION

All information provided (Personal Information) will be only used by Sofia Frankston for the purpose of managing the Sofia Business Club and conducting promotions for current and future promotional and marketing purposes without further reference or compensation.

Sofia Frankston may disclose Club Member Information to its agents (if required) to assist in conducting promotions and as required, to Australian regulatory authorities.

Club Members can request access to update or correct their Personal Information held by Sofia Frankston and may request that they not receive further promotional or marketing communications from Sofia Frankston.

Should a Club Members contact details change during the life of the SOFIA Business Club or any promotion period, it is the member's responsibility to notify Sofia Frankston.

Sofia Frankston is bound by the National Privacy Principles in the Privacy Act 1988.



LOYALTY CLUB

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The following terms and conditions apply

By accepting these terms and conditions you are consenting to receive marketing/promotional material from Sofia Frankston.

By using a Sofia Loyalty Club Card, you have deemed acceptance of these Terms & Conditions:

The Sofia Frankston Loyalty Club Card must be shown to management before the account is finalized at Sofia Frankston to redeem or gain points and/or receive any available special offers.

Offers are not available if Club Card is not shown before account is finalized.

The acceptance and use of a Club Card Membership indicates an intention to be legally bound by these terms and conditions.

Loyalty Club Members are to present a valid ID to finalize approval into the Sofia Frankston Loyalty Club.

The show of ID is to be done when the pending club member is coming to accept their Loyalty Club Card from Sofia Frankston upon receiving an official invitation email from Sofia Frankston.

The Club Cards are issued free to approved applicant.

The Club Card remains the property of Sofia Frankston.

In the event of a lost or stolen card it is the responsibility of the customer to report the card missing to Sofia Frankston.

In the event of a lost or stolen card it is the responsibility of the customer to purchase a new card to replace the missing card if the customer wishes to continue receiving exclusive Loyalty Club Offers and Discounts.

Management reserves the right to refuse entry.

Management reserves the right to request proof of ID from any Club Card Member.

Management reserves the right to refuse any Club Card applications and is under no obligation to give reasons for refusal.

Sofia Frankston reserves the right to postpone, cancel or alter a Club Card or any aspect of the Club Card Scheme.

If the card holder or any member of their parties act in a manner deemed to be inappropriate by Management towards staff, customers, persons, property or reputation of Sofia Frankston or its patrons, Management reserve the right to revoke all Club Card Privileges with immediate effect.

The customer may cancel their Club Card Membership at any point by returning their card.

Removal from our mailing list can be requested at any time by emailing: clubcard@sofiafrankston.com.au
Club Card Benefits are not valid in conjunction with any other offer, discount, coupon or gift voucher.

Club Card benefits are only valid Dine-In.

Club Card Members cannot redeem and earn points on the same bill transaction.

Only one Club Card may be used per person per bill.

Members must be present when dining to earn or redeem reward points.

The spend amount transfers as points onto your account @ \$1 equals = 10 points.

Redeeming points: \$1 redemption = 200 points.

Points earned or redeemed will be rounded up or down.

Loyalty Club Cards will be ready for collection within 48 hours after initial sign up and receiving an official invitation email from Sofia Frankston.

Management of Sofia Frankston reserves the right to amend or change the above terms and conditions at any point, and upon issue of a new set of terms and conditions, will be deemed as acceptance of these new conditions

PERSONAL INFORMATION

All information provided (Personal Information) will be only used by Sofia Frankston for the purpose of managing the Sofia Frankston Club programs and conducting promotions for current and future promotional and marketing purposes without further reference or compensation.

Sofia Frankston may disclose Club Member Information to its agents (if required) to assist in conducting promotions and as required, to Australian regulatory authorities.

Club Members can request access to update or correct their Personal Information held by Sofia Frankston and may request that they not receive further promotional or marketing communications from Sofia Frankston.

Should a Club Members contact details change during the life of any of the Sofia Frankston Club programs or any promotion period, it is the member's responsibility to notify Sofia Frankston.

Sofia Frankston is bound by the National Privacy Principles in the Privacy Act 1988.



BIRTHDAY CLUB

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The following terms and conditions apply

By accepting these terms and conditions you are consenting to receive marketing/promotional material from Sofia Frankston.

By using a Sofia Birthday Club, you have deemed acceptance of these Terms & Conditions:

The Birthday Club Vouchers are issued free to approved members via email.

Birthday Club members must have a valid email address.

Birthday Club Members must sign up a minimum 18 days prior to their Birthday to receive our Valid Birthday Voucher.

Birthday Club Vouchers are valid 21 days from date of "valid from" stated on voucher received.

Birthday Club Members are to present a valid ID to authorize the voucher before the account is finalized at Sofia Frankston.

The Sofia Frankston Birthday Club voucher must be shown to management before the account is finalized at Sofia Frankston to receive available offers.

Offers are not available if Birthday Club Voucher is not shown before the bill account is finalized.

The acceptance and use of a Birthday Club Voucher indicates an intention to be legally bound by these terms and conditions.

The Birthday Club Vouchers remain the property of Sofia Frankston.

In the event of a lost or stolen voucher it is the responsibility of the customer to report the voucher missing to Sofia Frankston.

Management reserves the right to refuse entry.

Management reserves the right to request proof of ID from any Birthday Club Member.

Management reserves the right to refuse any Birthday Club applications and is under no obligation to give reasons for refusal.

Sofia Frankston reserves the right to postpone, cancel or alter a Birthday Club Membership or any aspect of the Birthday Scheme.

The customer may cancel their Birthday Club Membership at any point by emailing: clubcard@sofiafrankston.com.au

If the Birthday Club Membership holder or any member of their parties act in a manner deemed to be inappropriate by Management towards staff, customers, persons, property or reputation of Sofia Frankston or its patrons, Management reserve the right to revoke all Birthday Club Privileges with immediate effect.

Removal from our mailing list can be requested at any time by emailing: clubcard@sofiafrankston.com.au Birthday Club Vouchers are not valid in conjunction with any other offer, discount, coupon or gift voucher.

Birthday Club benefits are only valid Dine-In.

Only one voucher may be used per person per bill.

Management of Sofia Frankston reserves the right to amend or change the above terms and conditions at any point, and upon issue of a new set of terms and conditions, will be deemed as acceptance of these new conditions.

PERSONAL INFORMATION

All information provided (Personal Information) will be only used by Sofia Frankston for the purpose of managing the Sofia Frankston Birthday Club and conducting promotions for current and future promotional and marketing purposes without further reference or compensation.

Sofia Frankston may disclose Club Member Information to its agents (if required) to assist in conducting promotions and as required, to Australian regulatory authorities.

Club Members can request access to update or correct their Personal Information held by Sofia Frankston and may request that they not receive further promotional or marketing communications from Sofia Frankston.

Should a Club Members contact details change during the life of the SOFIA Birthday Club or any Promotion Period, it is the member's responsibility to notify Sofia Frankston.

Sofia Frankston is bound by the National Privacy Principles in the Privacy Act 1988.



ONLINE ORDERING

TERMS & CONDITIONS

ORDERING:

All online orders are treated as an express intention to purchase the nominated goods for the agreed online prices.

You accept that any delivery charges if applicable will be included with your online purchase order.

Sofia Frankston reserve the right to alter the agreed price if an incorrect price was caused by a software fault, error or malicious attack.

If you purchase a product from Sofia Frankston, we may request certain personally identifiable information from you. You may be required to provide contact information (such as name, email, and postal address) and financial information (such as credit card number expiration date). Sofia Frankston will use this information for billing purposes and to fill your orders. If we have trouble processing an order, we will use this information to contact you.

All online orders must be paid for before pick up / delivery take place. All online orders need to be paid for at the time of order confirmation.

If you do not agree with these Terms & Conditions of use, do not order from the Sofia Frankston online App but rather contact Sofia Frankston via phone to place your order. Please note* personal details will still be required.

METHODS OF PAYMENT

For ordering online Sofia Frankston accept the following methods of payment:

- a) Secure credit card transactions with PAYPAL Payment Gateway for all credit cards. A payment is considered complete when the funds have been approved by PAYPAL. This process occurs within seconds of processing.
- b) Sofia Frankston do not store any credit card details

INTELLECTUAL PROPERTY

All text, graphics, user interfaces, photographs, trademarks, logos and artwork including but not limited to the design, structure, selection, coordination, expression, "look & feel" and arrangement of such content, contained on the Sofia Frankston online ordering App is owned, controlled or licensed by Sofia Frankston and is protected by copyright, patent and trademark laws, and various other intellectual property rights and unfair competition laws. You may use information on the Sofia Frankston Online ordering App only for your personal, non-commercial informational purpose. No content may be copied, reproduced, republished, uploaded, posted, publically displayed, encoded, translated, transmitted or distributed on any way to another computer, server or website or other medium for publication or distribution for any commercial enterprise without Sofia Frankston's written consent. By Submitting content to Sofia Frankston Online Ordering App you grant Sofia Frankston the ownership to this intellectual property and the right to use it in any manner Sofia Frankston chooses, to the maximum extent permitted by law.

RELEASE AND INDEMNITY:

You agree to release and indemnify and hold Sofia Frankston (as applicable) affiliates, directors, agents and employees harmless from and against any claims, demands, proceedings, losses and damage (actual, special and consequential) of every kind of nature, known and unknown including legal fees on the indemnity basis, arising from or in relation to the service provided by Sofia Frankston, including those made by any third party arising out of your breach of these Terms of Use, or your Violation of any law or the rights of a third party.



PRIVACY & SECURITY: ONLINE ORDERING

TERMS & CONDITIONS

INTRODUCTION

Sofia Frankston Online Ordering/App is committed to ensuring the privacy and security of all information collected from our users. In accordance with the privacy legislation applicable in Australia, this Privacy Policy outlines the information collection practices used by Sofia Frankston Online ordering/App, how that information is used and the choices the customer can make about the way the information provide to us is collected and used. By using this website/App the customer has agreed to and consents to the collection, use and disclosure of personal information by Sofia Frankston Online Ordering/App as set out in this policy.

Personal information is information or an opinion about an individual whose identity is apparent, or can be reasonably ascertained, from the information or opinion.

COLLECTION OF PERSONAL INFORMATION

Sofia Frankston Online Ordering/App only collects information for the purposes of conducting business as an online service provider. The information we collect from each customer will be information given to us when the customer:

- a) Completes a transaction with us
- b) Registers or subscribes to our clubs
- c) Purchases a Restaurant Voucher (Dine in)

Sofia Frankston Online Ordering/App needs to collect information about each customer in order to allow us to deliver our service. This information includes, but is not limited to details such as:

- a) Customer Name
- b) Customer contact details including but not limited to Email Address, Contact Number & Home address.
- c) Customer payment details.

Other personal information that we collect in the course of the transaction or that a customer provides Sofia Frankston when/if a customer contacts us.

HOW SOFIA FRANKSTON WILL USE AND DISCLOSE YOUR PERSONAL INFORMATION

Sofia Frankston Online Ordering/App will use the customers information for the purposes of:

- a) Providing our services to the customer
- b) Our internal management needs
- c) Our marketing activities; newsletters & database inclusions.
- d) Responding via email to any questions or comments submitted to us
- e) Any other purpose the customer have consented to
- f) Any use that is authorized by Law

If the customer decides to complete an online form, the information that the customer enters into the online form will be collected and saved by us. The information

supplied to us is used to assess the customer's requirements and to enable Sofia Frankston or takeaway delivery staff to contact the customer in response to the enquiry.

We may disclose the customer information to various third parties that provide services to us, including third parties that provide our payment gateway, marketing, logistics and technology support services.

We may disclose your information to various parties for the following purposes:

- a) To send marketing material for goods or services we think might interest the customer (whether or not related to the customers application)
- b) For Administration Purposes (including but not limited to processing the customers Pick up and/or Home Delivery order)
- c) For such other purposes as we shall in our discretion determine, including for our commercial advantage.

It is a condition of the customers use of Sofia Frankston Online Ordering/App that the customer agrees to allow their data to be disclosed to these third parties and if they need to establish contact with the customer. If at any point the customer would like to have their saved data to be deleted from our system, we urge the customer to contact us and we will arrange to have their records deleted from our database.

As a user of our service, the customer may occasionally receive email updates from us ie; Newsletters. The customer can always unsubscribe and opt out from receiving these messages.

Unless otherwise prohibited by law or our contractual obligations, we may disclose personal information if required by law, court order, or as requested by a governmental law or law enforcement authority, or in the good faith believe that disclosure is otherwise necessary or advisable. Such situations may include: to perform, maintain or enforce contracts with our users or suppliers; to protect the rights or properties of the Sofia Frankston Online ordering/App, our business affiliates, our users, or others; or when we have reason to believe that disclosing the information is necessary to identify, contact, or bring legal action against someone who may be causing, or who may be threatening to cause, interference with or damage to our rights or properties, whether intentionally or otherwise; or when someone else could be harmed by such activities.

OPTING OUT OF PROMOTIONAL INFORMATION

Every customer has the ability to opt out or unsubscribe from any promotional advertising at any time by following the prompts at the bottom of every email from Sofia Frankston.