

Restaurant Terms and Conditions

These terms and conditions (Terms) form the agreement between The Burger Collective Pty Ltd (ABN 614 968 820) of 1/15 Woodburn Street, Redfern, NSW,2016 (TBC) and the Restaurant Partner (You, Your) regarding your use of The Burger Collective Platform and interaction with TBC Members (Members).

The Burger Collective service is a technology platform that allows You to advertise your business, maintain menu items, offer discounts and rewards (food products) (Products) redeemed by registered Members (Members) via The Burger Collective application on internet-enabled devices, website at www.theburgercollective.com.au. or any other website through which we make the Services available (collectively, the Site) and/or the integrated Burger Collective point of sale service (QR sticker) and to interact with you via the Site and App (Service). In these Terms, the App, Site or POS as appropriate is referred to as The Burger Collective.

When You sign-up for the Service via the Site or Restaurant Claim Form and become a Restaurant Partner of The Burger Collective, You agree that the Service will be provided on the basis of these Terms.

Licence

Subject to your compliance with these Terms, TBC grant You a limited, non-exclusive, revocable, non-transferable licence to:

1. access and use The Burger Collective solely in connection with the use of the Service; and
2. access and use any content, information and related materials that may be made available through the Service, in each case solely for your personal and non-commercial use. Any rights not expressly granted herein are reserved by TBC.

Nature of the Service

You acknowledge and agree that:

1. We are not a producer, supplier or reseller of the Products;
2. any contract for the supply of Products is strictly between You and the Member;
3. We reserve the right at all times to refuse to provide the Service to You, terminate your access to TBC

Temporary unavailability of The Burger Collective

TBC takes no responsibility for, and will not be liable for, The Burger Collective Platform being temporarily unavailable for reasons of conducting maintenance, improvements to systems or due to technical issues beyond our control.

Information that we collect

Upon claiming your verified restaurant with The Burger Collective, personal information is collected from You including but not limited to the following:

1. Your name, email address, telephone number, and any supporting correspondence for the purposes of following up issues and for assessing the quality of the services provided; and

Privacy and use of Your personal information

TBC recognise the importance of protecting the privacy of personal information collected about our customers and we take all reasonable measures to keep your personal information secure. In these terms and conditions, "personal information" means information that identifies an individual or from which an individual reasonably can be identified.

You agree to allow us to use your personal information for the purposes of:

sending or facilitation communications (including the communication of promotions) between you and the relevant Member; performing diagnostics testing and analysis of problems or support issues with our services or for the purposes of research. You agree to allow us to share your personal information with the following parties:

Merchants and Business Partners of The Burger Collective, for the purposes of notifying you of offers and promotions from Merchants and Business Partners; third parties where necessary for the purposes of API or SMPP integration of The Burger Collective systems; requests for information received from government and regulatory bodies; in an aggregated, anonymous manner with a third party; or with any other third party in any other manner with your consent.

If You no longer want your information to be used or provided in the manner outlined above please email us at privacy@theburgercollective.com.au

Intellectual Property

All of the content of The Burger Collective, including all text, software, scripts, flash files, javascript, graphics, photos, sounds, music, videos, interactive features and the like (Content) and the trademarks, service marks and logos contained therein (Marks) are owned by or licensed to us. The use of the Content and Marks is subject to copyright and other intellectual property rights under Australian laws and international conventions.

You agree not to:

1. engage in the use, copying, reproduction, modification or distribution of any of the Content or Marks including, without limitation, using, copying, distributing, displaying, reproducing or transmitting in any form or by any means without our prior written consent;
2. cause or launch any programs or scripts for the purpose of scraping, indexing, surveying or otherwise data mining any portion of The Burger Collective or unduly burdening or hindering the operation and/or functionality of any aspect of The Burger Collective; or
3. attempt to gain unauthorised access to or impair any aspect of The Burger Collective or its related systems or networks.

Links to third parties

TBC may provide links to third party websites outside our Site that are not under our control and we cannot accept responsibility for or liability in respect of the content of those websites. Prior to disclosing Your personal information on any other website, we advise you to examine the terms and conditions of using that website and any associated privacy statement.

General

You may terminate this agreement by:

1. Stopping using the Service; and/or
2. by notifying Us at the following email address support@theburgercollective.com.au

We may immediately terminate this agreement by;

1. Terminating your use of the Service and/or
2. Notifying You by email.

Termination:

1. Termination of this agreement does not affect either party's accrued rights or liabilities.
2. We may make a change to the terms and conditions of this agreement at any time without notice and You agree to be bound by such changes.
3. The Terms of this agreement are governed by the laws of New South Wales.
4. Any queries in relation to these Terms should be addressed to support@theburgercollective.com.au

Contact us

You can contact The Burger Collective as follows:

- Phone: 0488 840 333
- Email: support@theburgercollective.com.au
- Post: 1/15 Woodburn Street, Redfern, NSW 2016

Name: _____

Restaurant: _____

Signature: _____