

**IN-STORE PROMOTIONAL TERMS AND CONDITIONS**  
**BLOCKBUSTER® RENTAL AND/OR PURCHASE AGREEMENT**

## **IN-STORE PROMOTIONAL OFFER TERMS AND CONDITIONS**

### **Buddy Ups:**

At participating stores. While stocks last. Limit 1 per title per customer. New Release title must be rented or bought to be eligible to buy Buddy Up title for specified amount. Not to be used in conjunction with any other offer. Limited time only. 'SSP' refers to 'Suggested Sale Price'. See in-store for conditions. # Saving based on Recommended Retail Price as recommended by distributor.

### **Gift Card Terms & Conditions**

Blockbuster Gift cards can be purchased and redeemed at all participating Blockbuster stores nationally. Treat your gift card like cash. Defaced, damaged, altered, lost or stolen cards will not be replaced, refunded or redeemed. Gift cards are redeemable for merchandise or services from Blockbuster stores. Normal membership and rental conditions apply. Gift cards are not redeemable for cash or credit. Gift cards are valid for 12 months from the date of purchase and must be redeemed before, or within one month after, the expiry date shown on the card. Gift cards cannot be reloaded. Your gift card is partially redeemable. It is up to you to use the full value before, or within one month after, the expiry date. Cash will not be given for any unused balance. Any unused balance on expiry of the card will not be refunded or credited. Where the cost of the purchase exceeds the available card balance, you will be required to make up the difference with another payment method. You are liable for all transactions on your card except to the extent to which there has been fraud or negligence by us or any of our employees. You can check your card balance at any time by calling 1300 55 33 80. We reserve the right to change any of the terms contained in these Terms of Use at any time. Changes to the Terms of Use will be available on [www.blockbuster.com.au](http://www.blockbuster.com.au).

## **STORE TERMS & CONDITIONS OF MEMBERSHIP**

Once a signed membership form has been submitted to a BLOCKBUSTER® store you agree to comply with these membership Terms and Conditions: I acknowledge and agree:

(a) membership of the operator of the issuing BLOCKBUSTER® store entitles me: (i) to rent DVDs, Blu-rays, Video Games and other products which are available for rent at the rates advertised in the issuing BLOCKBUSTER® store at the time of the rental; and (ii) to participate in special events and promotions in accordance with the terms and conditions of any such special events or promotions as advertised in-store from time to time or as otherwise communicated to me;

(b) that my application for membership will only be approved when I receive a valid membership card or other written confirmation from issuing BLOCKBUSTER® store on the approval of my membership application;

(d) my membership only applies for the issuing BLOCKBUSTER® store and if I want

to access products and services offered under membership of other BLOCKBUSTER® stores, I will need to complete membership applications for those other BLOCKBUSTER® stores;

(e) that the operator of the issuing BLOCKBUSTER® store may assign its rights under my membership at any time to a purchaser of the issuing BLOCKBUSTER® store without the need to obtain my consent; (f) the operator of the issuing BLOCKBUSTER® store retains the right to alter or suspend operating hours, and any products or services offered or provided at its sole discretion;

(g) all rental products remain the property of issuing BLOCKBUSTER® store, and membership cards and data remain the property of BB Australia Pty Ltd. I will immediately report the loss or theft of my card or any rented product and I am responsible for products and rental charges in respect of rentals on my membership account unless and until I notify issuing BLOCKBUSTER® store in writing of theft or loss of my card;

(h) I am responsible for paying the cost to repair or replace rented products which are damaged or destroyed lost or stolen while rented on my membership account;

(i) that products rented on my membership account must be returned to the issuing BLOCKBUSTER® store from which I rented them by no later than the last day of the pre-paid initial rental period detailed on each product or otherwise specified by issuing BLOCKBUSTER® store (initial rental period) for each product rented;

(j) if a rental product is not returned on the last day of the initial rental period, my rental of that product will be extended and I will be liable to pay the associated rental fee for the extended period (extended viewing fee). The extended viewing fee will be calculated by: (i) converting the initial rental fee into a daily rental fee by dividing the initial rental fee by the number of days in the initial rental period

(daily rate) (unless the initial rental period was overnight, whereby the overnight rental fee will equal the daily rate); and (ii) multiplying the number of days of the extended rental period by the daily rate.

The extended viewing fee will accrue daily for each day that the product is overdue up to a maximum of 15 days after the last day of the initial rental period. If any product is not returned to the issuing BLOCKBUSTER® store within 15 days after the end of the initial rental period, the operator of the issuing BLOCKBUSTER® store may convert the rental to a sale and I will be liable for the extended viewing fee as well as the higher of: (i) the amount that the operator of the issuing BLOCKBUSTER® store charges its own stores when rental products are missing or lost; or (ii) the cost actually incurred for replacing and reprocessing the rental product;

(l) that in the absence of any positive, objective and verifiable information to the contrary, records of BB Australia Pty Ltd or the issuing BLOCKBUSTER® store as to borrowings and returns will

be conclusive evidence of when items were borrowed and returned;

(n) I am fully responsible for the return of products and all fees and charges in respect of rentals by any person on my membership account;

(o) the issuing BLOCKBUSTER® store may cancel my membership and additional cards if I am, or any of the authorised additional card holders are, in breach of these Terms and Conditions and the breach is not remedied within 14 days of receiving notice of the breach from the issuing BLOCKBUSTER® store;

(p) the issuing BLOCKBUSTER® store reserves the right to immediately cancel my membership and additional cards, and to deny me, and the authorised persons, access to its premises at any time if I breach these Terms and Conditions and the breach is, in the opinion of the operator of

the issuing BLOCKBUSTER® store, incapable of remedy or is a material breach. For the purposes of this clause, the reference to a material breach includes, but is not limited to: physical or verbal assault or abuse levelled at staff or other persons, wilful damage to any property including that belonging to the issuing BLOCKBUSTER® store, BB Australia Pty Ltd, any supplier or any other member, and the conduct of any illegal activities at the issuing BLOCKBUSTER® store, including theft and prohibited drug use;

(q) I will not copy any rented product or breach any copyright laws and agree to use rented products for my personal use only; (r) that ratings and classifications of films and Video Games are issued by the relevant Australian

authorities and that the issuing BLOCKBUSTER® store and BB Australia Pty Ltd are not liable for any errors or omissions in ratings and classifications. I agree that in order to rent or buy any product that is rated "MA" 15+ or "R" 18+ , any person using my membership (including myself) must, on

request by the issuing BLOCKBUSTER® store produce true and correct identification proving that those persons are over the ages of 15 and 18 respectively or are otherwise able to borrow or buy the products according to law;

(s) to indemnify and release BB Australia Pty Ltd, the operator of the issuing BLOCKBUSTER®

store, their franchisees, directors, officers, employees, agents, contractors and assigns from any

loss or damage whatsoever suffered including, but not limited to direct or consequential loss, or for personal injury suffered or sustained as a result of or arising out of my membership of the issuing BLOCKBUSTER® store or my presence in the issuing BLOCKBUSTER® store except for any liability which cannot be excluded by law;

(t) BB Australia Pty Ltd and the operator of the issuing BLOCKBUSTER® store gives no warranties in relation to its goods and services, including warranties as to condition, suitability, quality, fitness or safety, except those warranties that are implied by law and which cannot be excluded or modified.

## **KIOSK AND STORE LOCATOR**

This website will enable the customer to locate a participating kiosk or participating store.

For participating kiosks the inventory of stock and titles per kiosk can be searched on this website and provide directions to the customer to the nearest kiosk as requested by the customer.

The information contained on the website is provided by the BB Australia Pty Ltd and its related bodies corporate in good faith. To the best of the knowledge of the BB Australia Pty Ltd and its related bodies corporate the information is accurate and current. However BB Australia Pty Ltd and its related bodies corporate do not make any representation or warranty as to the actual completeness of the information.

The BB Australia Pty Ltd and its related bodies corporate will not be liable to you or any other person for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to damages for product liability, personal injury or negligence resulting from use of goods or services supplied to you and/or information herein contained on this website.

# BLOCKBUSTER® RENTAL AND/OR PURCHASE AGREEMENT – BB Australia Pty Ltd (BBA).

By using and/or renting or buying any product (Disc/s) from this BLOCKBUSTER® Kiosk (BBK), you agree to be bound by the following terms and conditions ("Agreement"), as may be amended from time to time. In addition, where authorisation from you (or to any other third party) is necessary in order to give effect to any such terms, then you agree that such authorisation has been strictly provided and complied with:

- **Rental and/or Purchase of Disc/s**

1. When you rent or purchase a Disc from a BBK, you will be charged the Rental Price or Purchase Price that appears on the Shopping Cart screen &/or for the Disc/s as dispensed from the BBK. You will be required to enter your email address and mobile number so you can receive notices relating to your rental or purchase, including your receipt.
2. Your Movie rental/s is for 1 (one) night and is due back the following day by 9pm or by the closing time of the premises the Kiosk is located. A maximum of 4 rentals can be checked out per Payment Card at a time from a single BBK. Returns will be accepted to a machine of the same size that is fully functional and operative BBK. NOTE: BBK has 2 styles of kiosks, a **TALL KIOSK** that has 2 screens and is 2 metres high and a **SMALL KIOSK** that has one screen and is 1.5 metres high. **THE REFERENCE** if you hire Disc/s from a **TALL KIOSK** you must return the hired Disc/s to a **TALL KIOSK**, likewise if you hire Disc/s from a **SMALL KIOSK** you must return the hired Disc/s to a **SMALL KIOSK**. It is your responsibility to ensure that when returning hired Disc/s, that all Disc/s are accepted by the BBK. This is noted by a confirmation screen appearing after the Disc/s has been successfully returned. Your debit/credit card will automatically accumulate and be charged an Additional Nights Hire Fee for every night it is outstanding if you keep the Disc/s beyond the due date, up to a maximum Additional Night's Hire Fee amount of \$35 (inc. GST) (Maximum Extended Rental Charge). If upon returning the Disc/s or you reach the maximum extended rental fee amount, your nominated account is not able to be charged, we will attempt to debit the funds again the following day and every 5 days thereafter until your BBK rental account is returned to a \$0 balance. BBA is not responsible for any fees incurred from your financial institution for funds being deducted from your account. You undertake to keep the Disc/s in good working condition and repair as when the Disc/s was delivered to you until such time the Disc/s is returned in the original case that it was dispensed from a BBK.
3. Rental Terms for a BBK differ from rental terms at a BLOCKBUSTER® store. Please visit your local BLOCKBUSTER® store for standard BLOCKBUSTER® membership terms and conditions. DVDs, Blu-Rays and Games ("Discs") you rent from any BBK may not be returned to a BLOCKBUSTER® store, and will be required to be returned to a BBK. A valid credit or debit card is required at the time of rental. When renting from a BBK, you authorise BBK to process charges against your provided debit or credit card details for amounts owing due to (a) failure to return items, (b) damages to returned items, (c) other unpaid charges and reasonable legal fees for the recovery of amounts owing. At the time of check out, BBK submits the credit or debit card charge for the total amount stated on the check-out screen. Additional Hire charges are applied at the time of returning the hired Disc/s. You will receive an invoice via the same email address as provided by you as entered at the time of hire.
4. BBK may have different rental fees or purchase price for product across Australia. These terms and pricing may be subject to change at any time without advance notice to you, but changes made will not affect the rental or purchase price of product issued or in progress.
5. BB Australia Pty Ltd ABN 39 058 986 673 (BBA) and its related entities are not responsible for any damage to your property caused by the use of items rented from a BBK.
6. If the Disc/s returned are damaged or in unusable condition, BBA and its related entities reserves the right to assess and include any additional fees, up to and including the maximum extended rental fee of \$35 (inc. GST). BBA reserves the right to deny use or do business with you if the Disc/s that you rent are consistently being returned damaged.

- **Limitation of Liability**

Any liability of a BBK in connection with goods or services supplied to you will, subject to any non-excludable liability, for breach of conditions or warranties implied by legislation and to the maximum extent permitted by law, at the election of BBA be limited to:

1. In relation to the purchase of product, for replacement or repair of the product, the supply of equivalent product, the payment of the cost of replacing or repairing the product, or the payment of the cost of obtaining equivalent product; and
2. In relation to services, the supplying of the services again or the payment of the cost of having the services supplied again.

- **Age Requirements**

When you use a BBK, you positively assert that you are 18 years of age or older and that the debit or credit card that you are using is legally issued to you. If you are under 18 years of age, you may use the BBK only with the permission of a parent/guardian and the legal owner of the credit/debit card you are using. In the event you allow a minor to make use of your debit or credit card, you will ensure that such viewing by any minor/s will not contravene any Act or Regulation in Australia. You indemnify and hold BBA and its related entities and or companies and employees harmless from any and all claims of whatsoever nature and howsoever arising including, but not limited to, any personal injury suffered or sustained as a result of renting, using, purchasing or receiving any disc from the BBK, except for any liability which cannot be excluded by law.

- **Electronic Communication**

By providing your email address and mobile number, you consent to receiving communication relating to your rentals from a BBK , and any other promotional notice. Should you not want to receive any information in relation to any promotions from BBK, please contact us at **1300 308 747** or [kiosk@blockbuster.com.au](mailto:kiosk@blockbuster.com.au)

In the event a Rent to Win promotion is run, where you rent the promotional title you will be automatically entered into the competition.

- **Disclaimer**

You indemnify and hold BBA and its related entities and/or companies and employees harmless from any and all claims of whatsoever nature and howsoever arising including, but not limited to any direct, indirect, incidental, special, consequential or exemplary damages including but not limited to damages for product liability, personal injury or negligence resulting from use of products or services supplied to you or on your behalf by BBK, except for any liability which cannot be excluded by law.

- **Applicable Law**

These terms and conditions are governed by the laws in force in Victoria, Australia and you irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of Victoria, Australia and any courts, which may hear appeals from those courts.

- **Privacy Statement**

BBA and its related entities comply with the Australian Privacy Principles. To that end, we offer this statement to inform our users of how we gather and utilise personal information. BBA and its related entities will take all reasonable steps to protect user privacy, consistent with the Australian Privacy Principles

In order to process orders, we need information such as your name, email and payment details. Other information will also be collected with your permission from time to time.

The Member authorises BBA or its related entities to disclose information about you to organisations within BBA and organisations and agencies that BBA uses in ordinary administration of its business including debt collection and other processing, printing and mailing, as well as third parties and promotional agencies who form part of BBA's product/service delivery.

By providing your email address and mobile number, you consent to receiving communication relating to your rentals from a BBK , to provide customer support, to provide you with the products, services or information you have requested, to maintain your account and to notify you about other or new services or promotions and any other promotional notice from time to time. Should you not want to receive any information in relation to any promotions from BBA or its related entities, please contact us at **1300 308 747** or [kiosk@blockbuster.com.au](mailto:kiosk@blockbuster.com.au) or by selecting the opt-out feature on our communication.

At this time, BBA or its related entities do not disclose personal information to overseas recipients. Should this change in the future, this policy will be updated to include such information and individuals notified.

Aspects of these functions may be outsourced to third parties, who are only authorised by BBA or its related entities to use this information for these purposes. BBA or its related entities may also disclose personal information to law enforcement agencies, government agencies, courts or external advisors where permitted or required by law.

Information collected by BBK may also be combined and de-identified to provide BBA or its related entities with anonymous demographic and usage information. BBA or its related entities can then use this aggregated information to develop new and/or more appropriate services and products to offer to customers and may also be provided to third parties.

Other than as described above, BBA or its related entities will not make an attempt to identify users. However, in the unlikely

event of an investigation, a law enforcement agency or other government agency may exercise its legal authority to inspect our records.

Personal information provided by you can be changed by contacting us at **1300 308 747** or [kiosk@blockbuster.com.au/](mailto:kiosk@blockbuster.com.au)

All information submitted to BBA or its related entities at BBK is secured using 256-bit Secure Sockets Layer (SSL) encryption.

If you wish to complain about our use of your personal information, please contact:

Privacy Officer

Blockbuster® Australia

PO Box 1534

MACQUARIE PARK NSW 2113