

MEMBERSHIP CONDITIONS

Application of Terms

1. In these terms:
 - a. "DISCOVERY HOLIDAY PARKS" means Discovery Holidays Parks Pty Ltd, ACN 111 782 846;
 - b. "Eligible Park" means an eligible holiday park owned or operated by or on behalf of DISCOVERY HOLIDAY PARKS, as specified on the Website from time to time;
 - c. "Member" means a member in the Program;
 - d. "Membership" means membership of the DISCOVERY HOLIDAY PARKS program;
 - e. "Membership Card" means the card issued in connection with the Membership for use by the Member;
 - f. "Membership Saving" means the discount offered to Members as described in these terms; and
 - g. "Website" means the DISCOVERY HOLIDAY PARKS' website at www.discoveryholidayparks.com.au.
2. By registering and as a condition of participation, the Member accepts these terms and any rules, policies and procedures that may be adopted by DISCOVERY HOLIDAY PARKS from time to time.
3. Subject to these terms, any natural person who is a customer of DISCOVERY HOLIDAY PARKS may become a Member. Each person may only register once and will receive one Membership Card.
4. All Members will be assigned a Membership number, which will be used for identification purposes by DISCOVERY HOLIDAY PARKS.

Membership and Benefits

5. Subject to these terms, Members will receive a 10% discount on the accommodation charge for a single site or single cabin at an Eligible Park, up to a maximum of \$50 per stay (**Membership Saving**).
6. The benefits of Membership are available at any Eligible Park for holiday and tourist bookings only. The Membership benefits do not apply to permanent, annual, corporate and park home bookings and charges.
7. The Membership Saving is available for bookings made directly with the Eligible Park at which accommodation is sought or online bookings via the Website. Bookings made through agents or other intermediaries such as third party booking sites are not eligible for the DISCOVERY HOLIDAY PARKS Membership Saving.
8. In order to claim the Membership Saving a valid Membership Card must be held at the time of booking and must be presented upon check-in.
9. The Membership Saving is not available in conjunction with or in addition to any other discount, saving or loyalty offer by DISCOVERY HOLIDAY PARKS or any other person, unless otherwise expressly agreed by DISCOVERY HOLIDAY PARKS. Membership does not guarantee the availability of accommodation at any Eligible Park.
10. The Membership is personal to the holder of the Membership Card and is not transferable or refundable. The Membership Saving is exclusive to the person whose name appears on the Membership Card. The Membership Saving cannot be converted into cash and cannot be applied retrospectively.
11. Upon registration, each Member must pay an initial Membership Fee to be determined by DISCOVERY HOLIDAY PARKS from time to time. As at the date of these terms, the initial Membership Fee is \$20.
12. Membership shall remain current and valid from the date of registration for a period of two years and may only be used during the period that Membership is current. Membership may be renewed upon payment of a renewal fee of \$20.
13. A Member must notify Head Office immediately if he or she loses, misplaces or for any reason requires a replacement Membership Card, at membership@discoveryparks.com.au . DISCOVERY HOLIDAY PARKS is not liable for any delay in replacing a Membership Card and may charge a reasonable administrative fee for a replacement card (which will be advised prior to issuing the replacement card).

Amendments to Terms and Benefits

14. DISCOVERY HOLIDAY PARKS may amend these terms and conditions or make changes to the Membership Fee, the Membership Saving or other Membership benefits at any time by notice to the Members, which will be effected by posting a new version of the terms on the Website.

Termination or suspension

15. DISCOVERY HOLIDAY PARKS reserves the right to suspend or terminate any Membership if it reasonably believes that the Member has breached these terms and conditions. A Member may terminate their Membership at any time by notice in writing to DISCOVERY HOLIDAY PARKS.
16. DISCOVERY HOLIDAY PARKS gives no warranty as to the continuing availability of the Membership Program. DISCOVERY HOLIDAY PARKS may terminate or suspend the Membership Program at any time upon 14 days prior notice, either in writing or via email or by posting online on the Website.

Liability

17. DISCOVERY HOLIDAY PARKS and any of their officers, employees or agents will have no liability to any person for any loss or claim of any kind (including, without limitation, direct, consequential or economic loss or damage or loss of profits), which may be suffered or incurred or which may arise under or in connection with these terms, the Membership Program (including, without limitation, any changes to the Membership Program) or in respect of any failure or omission by DISCOVERY HOLIDAY PARKS.

General

18. DISCOVERY HOLIDAY PARKS respects the privacy of Members and will only deal with personal information in accordance with the DISCOVERY HOLIDAY PARKS Privacy Policy which is available on the Website.
19. No failure under these terms to exercise nor any delay in exercising any right, power or remedy by DISCOVERY HOLIDAY PARKS operates as a waiver. A waiver is not valid or binding on DISCOVERY HOLIDAY PARKS unless made in writing.
20. A Member must not assign or transfer its rights or obligations under these terms without the prior written consent of DISCOVERY HOLIDAY PARKS. DISCOVERY HOLIDAY PARKS may assign or transfer its rights or obligations under these terms in its absolute discretion.
21. This Agreement is governed by the laws of South Australia and each party submits to the non-exclusive jurisdiction of courts exercising jurisdiction there in connection with matters concerning this Agreement.