

INTRODUCTION

Brazin Operations Pty Limited operates a number of retail businesses including Sanity, In2 Music, Bras N' Things, Virgin Entertainment, dusk and HMV. These terms and conditions form the basis of the Pulse™ rewards program ("program") and govern the use of the Pulse™ Card ("Pulse™ Card") by Brazin customers who have applied for, paid for and been issued with a Pulse™ Card ("Cardholders"). Information on how to enter and prizes, the enrolment form and general terms and conditions for participation, and any terms and conditions printed on the reward vouchers and instant prize vouchers, form part of these terms and conditions. Any person with questions about the program should call the Pulse™ program Customer Centre on 1800 092 976.

1. CARDHOLDERS

1.1 Brazin's customers who wish to apply for a Pulse™ Card, must conduct a qualifying purchase of \$20 or more using approved payment means, an application form must be legibly filled in and signed by the individual, with all essential information fields completed, along with a once off payment of a \$5 membership fee made to any Pulse participating store. Once this transaction has been completed, the individual (the Cardholder) will receive their new Pulse™ membership card in store and can begin accumulating points immediately, and in doing so they agree to be bound by these terms and conditions. The \$5 payment fee to join the Pulse program is not refundable in any circumstance, should the member (cardholder) wish to withdraw from the program or should Brazin cancel the program at anytime without notice. Only individuals may be Cardholders, and may hold only one Pulse™ Card at any one time. Enrolment forms submitted for a Pulse™ Card can not be registered under the names of two or more individuals or by corporations or by Brazin employees and their immediate families, or Brazin's agents and contractors. These memberships will not be accepted. A Cardholder must notify Brazin immediately of any change in the Cardholder's address or phone number(s) as supplied on the enrolment form.

1.2 Brazin may reject or refuse any enrolment form at its discretion.

1.3 Brazin may cancel any Pulse™ Card at any time without notice and for any reason, including (without limitation) if the Cardholder: fails to comply with these terms and conditions; supplies any misleading information or makes misrepresentations to Brazin, any participating store, or any rewards provider; dies or becomes bankrupt; fails to comply with the terms on which any reward or instant prize is offered; or abuses any privilege accorded to a Cardholder.

1.4 A Cardholder may terminate or cancel the Pulse™ Card at any time by returning the Pulse™ Card to any participating store. If the member joined after 15th July 2006 then they will not be eligible to receive a refund on the \$5 membership fee paid at point of sign up.

2. THE PULSE™ CARD

2.1 The Pulse™ Card is and remains the property of Brazin, and cannot be transferred or assigned by a Cardholder. If a Pulse™ Card is lost or stolen, the Cardholder may apply for a new Pulse™ Card by completing an enrolment form or appropriate form as nominated by Brazin. This form will be forwarded to the Pulse™ program Customer Centre for processing of the new card. Pulse™ points credited to the lost or stolen Pulse™ Card will be transferred to the Cardholder's new Pulse™ Card as displayed on the Pulse™ database, provided the person requesting the new Pulse™ Card can be identified as the original Cardholder. The Pulse member will not be required to pay a \$5 membership fee if he/she is replacing an existing membership card.

2.2 A Cardholder may obtain a replacement Pulse™ Card for a damaged Pulse™ Card by returning the damaged Pulse™ Card to any participating store or call the Pulse™ program Customer Centre 1800 092 976 and requesting a replacement. Where possible, any Pulse™ points recorded on the damaged Pulse™ Card will be transferred to the replacement Pulse™ Card. The replacement Pulse™ Card will be sent to the Cardholder at the address noted in the Cardholder's account within 6 weeks of receiving the card at Pulse Customer Support Centre.

2.3 Brazin will not charge the Cardholder a fee for any replacement Pulse™ Card issued to a Cardholder to cover administration and handling. However, Brazin reserve the right to amend this in future without notice.

2.4 If a Pulse™ Card is not used to accumulate Pulse™ points for a period of one year, the Pulse™ points credited to that Pulse™ Card will expire and be cancelled.

3. EARNING PULSE™ POINTS

3.1 A Cardholder will earn one (1) point ("Pulse™ Point") for every \$1 spent at participating stores on qualifying purchases of \$20 and over. Points can not be earned from any of the online purchases through the participating brand websites. Purchases will be rounded to the nearest full \$1 spent. All purchases must be made using approved payment means. To obtain Pulse™ points, the Cardholder must present the Pulse™ Card at time of purchase. Pulse™ points cannot be added later. Only one Pulse™ transaction per purchase is allowed. Pulse™ points will be recorded on the Pulse™ Card and into a Cardholder's account ("Cardholders account") held by Brazin.

3.2 Qualifying purchases will be those purchases that Brazin in its sole discretion from time to time nominates as qualifying purchases.

3.4 Purchases at Brazin's online businesses will not be eligible for Pulse™ points at this time. See conditions on www.pulserewards.com.au for any changes to this.

3.5 Approved payment means are those methods of payment approved by Brazin in its sole discretion from time to time and includes cash, credit cards, where accepted EFTPOS payments and Gift vouchers (being purchased), but does not include the use of reward vouchers and Gift vouchers (being redeemed).

3.7 Pulse™ points have no cash or monetary value and cannot be sold, transferred, assigned or otherwise dealt with except in accordance with these terms and conditions.

3.8 Brazin is not responsible for any technical or other error or failure which results in Pulse™ points not being recorded on a Pulse™ Card.

3.9 The face of the Pulse™ Card will display the Pulse™ points earned for the last qualifying Purchase made (which will be shown on the face of the Pulse™ Card as "points this visit"). It is the Cardholder's responsibility to ensure the Pulse™ points displayed on the face of the Pulse™ Card are correct. If there is a discrepancy between the points this visit and the number of Pulse™ points recorded on the Pulse™ Card's magnetic stripe and in the Cardholder's Account, the Pulse™ points as recorded on the Pulse™ Card's magnetic stripe and in the Cardholder's Account shall prevail.

3.10 Upon reaching the reward Level of 100 Pulse points, the Pulse™ Card will record total Pulse™ points as 0 and the Cardholder may recommence earning Pulse™ points.

3.11 Brazin may deduct Pulse™ points from a Pulse™ Card and Cardholder's account where the Pulse™ points have been recorded in error.

4. RECEIVING A REWARD VOUCHER BASED ON PULSE™ POINTS

4.1 A Cardholder who has accumulated sufficient Pulse™ points to reach the recurring reward level, will, on presentation of the Pulse™ Card to a participating store, to receive a reward voucher for the reward. This excludes all online stores.

4.2 The recurring reward level and corresponding reward voucher are:

reward Level: Every 100 Pulse™ points

reward: \$5.00 reward voucher. You may redeem one (1) \$5 reward voucher for every \$20 spent. For example: 1x\$5 reward voucher=\$20 minimum spend, 2x\$5 reward voucher=\$40 minimum spend, 3x\$5 reward voucher=\$60 minimum spend, at any participating Pulse™ store.

4.3 A Cardholder cannot combine the Pulse™ points from more than one Pulse™ Card in order to receive a reward voucher. Once a reward voucher has been printed the request cannot be cancelled nor can the reward voucher be exchanged.

4.4 Any participating store shall be entitled to assume, on presentation of a Pulse™ Card, that the presenter is either the Cardholder, or has the permission of the Cardholder, and is entitled to request and receive the reward voucher for the reward.

4.5 reward vouchers have no cash or monetary value and can not be sold, transferred, assigned or otherwise dealt with except in accordance with these terms and conditions.

4.6 If a refund of a purchase made wholly or in part with a reward voucher/s is made (in line with Brazin store refund policy), then that part of the purchase made with reward voucher/s can not be refunded and will be forfeited.

5. REWARDS

5.1 The reward redeemable for a reward voucher is a discount in the price to be paid by the Cardholder when purchasing a qualifying purchase at a participating store, in the amount shown on the face of the reward voucher. The reward voucher may be redeemed for the reward at any time prior to the expiry date shown on the reward voucher.

5.2 Brazin may, at any time and in its sole discretion, and without prior notice to Cardholders, withdraw, limit, modify, cancel or increase the continued availability of a reward or the number of Pulse™ points required to obtain a reward voucher for a particular reward.

6. INSTANT PRIZES

6.1 Brazin has entered into arrangements with reward providers for the provision of instant prizes.

6.2 A Brazin customer who makes a qualifying purchase of \$5 and over and presents their Pulse™ Card at a participating store, will instantly be entered into a random computer selection that determines the winners of instant prizes.

6.3 If on use of the Pulse™ Card, an instant prize is won, the Pulse™ Card will be imprinted with 3 matched symbols. The Cardholder will also be issued with an instant prize voucher which may be redeemed for an instant prize. Instant prize vouchers and the claiming of instant prizes are subject to any terms and conditions printed on the instant prize voucher including where and how the Cardholder may redeem the instant prize voucher for the instant prize.

6.4 Conditions relating to instant prizes and details of the current prizes to be awarded are available from participating stores.

6.5 Instant prize vouchers have no cash or monetary value and cannot be sold, transferred, assigned or otherwise dealt with except in accordance with these terms and conditions.

6.6 Instant prizes are subject to availability at the participating stores or partners nominated for redemption.

6.7 Brazin reserves the right to substitute prizes with prizes of equal or greater value.

7. CLAIMING A REWARD OR INSTANT PRIZE

7.1 A reward voucher or instant prize voucher must be redeemed by the Cardholder for the reward or instant prize before the expiry date of the reward voucher or instant prize voucher.

7.2 Any reward provider is entitled to assume, on presentation of a reward voucher or instant prize voucher, that the presenter is either the Cardholder, or has the permission of the Cardholder, and is entitled to request and receive the reward or instant prize. The reward provider may carry out any verification process as it sees fit before providing a reward or instant prize to the bearer of a reward voucher or instant prize voucher, including without limitation, requesting some form of identification from the bearer.

7.3 The provision of any reward or instant prize is subject to the terms and conditions outlined by Brazin or as may be printed on the reward voucher or instant prize voucher. An expired, illegible, altered or damaged reward voucher or instant prize voucher, or a reward voucher or instant prize voucher that is not printed on Brazin watermark thermal paper, can not be redeemed for a reward or instant prize as the case may be.

7.4 Neither Brazin nor any reward provider is responsible for any lost or stolen reward, reward voucher, instant prize voucher or instant prize and neither Brazin nor the reward provider will be required to provide the reward or the instant prize in such instances. Rewards and instant prizes may not be returned nor exchanged. Rewards and instant prizes are non-transferable by the Cardholder.

8. VARIATION OR CHANGE OF TERMS AND CONDITIONS

8.1 Brazin reserves the right to vary the terms and conditions, or suspend or terminate the program at any time without prior notice.

8.2 Without limiting clause 8.1, Brazin may at any time in its absolute discretion and without notice, cancel Pulse™ points, introduce an expiry date for use of Pulse™ points credited to a Pulse™ Card, or make any other change which has the effect of changing Pulse™ points credited to or may be credited to a Pulse™ Card.

8.3 Without limiting clause 8.1, Brazin may at any time in its absolute discretion and without notice modify or otherwise change which goods or services are qualifying purchases, the number of Pulse™ points that will be recorded on a Pulse™ Card and into a Cardholder's account for purchases of qualifying purchases, what payment means are approved payment means for earning Pulse™ points, which Sanity, Bras N' Things, Virgin Entertainment, dusk, HMV, In2 Music stores will be participating stores, and which companies and businesses will be reward providers.

8.4 Brazin reserves the right to suspend or terminate the program at any time without prior notice. Brazin will not on any account whatsoever be liable for the suspension or termination of the program, including (without limitation) for any points on the Pulse™ card including the \$5 membership

application fee paid by member (cardholder), at the time of suspension or termination

8.5 Should Brazin terminate the program, any Pulse™ points remaining on any Pulse™ Card will be deemed cancelled and will not be able to be redeemed, and Brazin shall have no liability to any Cardholder for such Pulse™ points.

8.6 Brazin will endeavour to advise Cardholders of information about the program (such as any changes of the kind listed above), but Brazin will not be liable for any failure to do so.

9. NOTICE

9.1 Any notice to a Cardholder will be posted or emailed to the Cardholder at the details appearing in Brazin's records. In the event that the customer has not advised Brazin of any changes of these details, Brazin takes no responsibility of failing to notify the customer. Notices to Brazin shall be posted to Pulse™ Customer Centre, PO Box 6450, Alexandria, NSW 2015.

10. LIMITATION OF LIABILITY

10.1 All conditions and warranties, whether express or implied and whether arising under statute or otherwise, as to the condition, suitability, quality, fitness or safety of any goods or services supplied under the program are expressly excluded to the full extent permitted by law. Any liability Brazin may have to a Cardholder in respect of such goods or services which cannot be excluded is limited, where permitted, to supplying, or paying the cost of supplying, the goods or services again.

10.2 Brazin is not liable for: any delay in issuing or replacing a Pulse™ Card; any use of a Pulse™ Card by a person other than the Cardholder and any benefits derived from the use of the Pulse™ Card by that other person (such as the receipt of a reward or instant prize); any failure of a Cardholder to offer the Pulse™ Card at the time of making an approved Purchase; any delay, failure or inability to accurately record the details of any transaction or credit Pulse™ points to a Pulse™ Card; any loss or theft of or damage to a Pulse™ Card, a reward voucher, a reward, an instant prize voucher or instant prize; any death, injury or loss (including consequential loss) arising from the supply of a reward voucher, reward, instant prize voucher or instant prize or from the loss, theft or destruction of a reward voucher, reward, instant prize voucher or instant prize; any reward or instant prize not being made available or supplied for any reason; any correspondence between Brazin and the Cardholder lost or delayed in the mail; the suspension or termination of the program; any disruption to the program or any delay or inability to provide any reward voucher, reward, instant prize voucher or instant prize caused by circumstances beyond the control of Brazin.

10.3 The benefit of any exclusion or limitation of liability in these terms and conditions also applies to any reward provider. Reward providers do not have any authority, express or implied, to make any representation, warranty or statement on behalf of Brazin and Brazin accepts no liability in respect of such representations, warranties or statements.

11. PRIVACY POLICY

11.1 Brazin Operations Pty Limited respects your rights to privacy under the Privacy Act 1988 (Cth) and is required to comply with the national privacy principles in respect of the collection of personal information from individuals.

11.2 The personal information collected under the Pulse™ program includes your name, address, contact telephone numbers and email address which is required to enable us to properly conduct the Pulse™ program including the award of prizes and rewards. It is optional for you to provide us with any additional personal information contained in the enrolment form. You will be eligible to automatically receive related direct marketing material either by post or email. If you indicate on the application form, or at any time thereafter, that you do not wish to receive this, it will not be sent to you.

11.3 Your personal information is important to us and we treat it with great care. Information collected, including your personal information and transaction details, will be shared by all entities within Brazin, including any new entities operated by Brazin from time to time. We use this information for the PURPOSE of forwarding to you newsletters, updates and various product offers from time to time from Sanity, Bras N' Things, Virgin Entertainment, dusk, In2 Music and HMV, reward providers and other Brazin businesses. Your information is held by our technology partner Visible Results for the purpose of operating and analysing the Pulse™ rewards program. A full privacy document is available on www.brazin.com.au/pulse/privacy.

11.4 Brazin adhere to strict internal privacy code to ensure that privacy is adhered to. You may request access to the personal information we hold about you at any time and you may request us to amend your personal records if you believe the information is incorrect.

For all privacy enquiries please contact:
Pulse™ rewards program Manager
Brazin Operations Pty Limited
36-48 Ashford Avenue Milperra NSW 2214
Tel: (02) 9774 8000
Fax: (02) 9774 8061
Email: Pulseprivacy@Brazin.com.au

12. RESOLUTION OF DISPUTES

12.1 Any question or dispute regarding the program or which arises in connection with a Cardholder's participation in the program, will be resolved by Brazin in its sole discretion.

13. GENERAL

13.1 In these terms and conditions:

"Brazin " means Brazin Operations Pty Limited ABN 24088 615 963 or its authorised representatives.

"Participating stores" means those Sanity, Bras N' Things, Virgin Entertainment, dusk, HMV and In2 Music stores from time to time participating in the program in Australia.

"Reward providers" means those businesses or companies, including participating stores, participating in the program as a provider of rewards or instant prizes;

13.3 The promoter is Brazin Operations Pty Limited ABN 24088 615 963 of 36-48 Ashford Avenue Milperra NSW 2214. Permit numbers will be issued for each promotion where necessary.