

DIGITAL ORDERING TERMS AND CONDITIONS

Last Modified: 4th February 2025

These Digital Ordering Terms and Conditions ("**Terms**") govern your use of the Fishbowl website ("**Website**") available at www.fishbowl.com.au, and www.fishbowlbondi.com.au, the Fishbowl mobile application ("**App**"), and the in-store ordering kiosk ("**Kiosk**"). The Website is operated by Fishbowl Services Pty Ltd, ABN 89 622 234 486 ("**Fishbowl**").

By placing an order for food and drinks ("**Order**") through our Website, App or Kiosk, you agree to these Terms. Your agreement with Fishbowl is governed by Australian law. By using the Digital Ordering Services ("**Services**"), you acknowledge that you have read, understood, and accepted these Terms in full.

1. ACCESSING THE ONLINE ORDERING SERVICE

- 1.1 You can browse the Website, use the Fishbowl App, or order through the Fishbowl Kiosk in-store to place an Order as a guest user or by creating an account.
- 1.2 Creating an account provides a faster checkout experience, easy access to your Order history, the ability to claim deals and discounts, track Orders in real time, access to digital offers and promotions, access to participation in the Club Fishbowl Loyalty Program and the option to save payment methods for future orders. You can also participate in Club Fishbowl and complete challenges to earn rewards through the App.
- 1.3 When you create an account on our Website, through the App, or place an Order through the Kiosk, you may provide personal information, including your name, email address, and payment details. Personal Information will be stored securely with our third-party payment provider, Stripe ("**Payment Provider**"), to simplify your future orders and improve our Services.
- 1.4 By creating an account or submitting an Order, you warrant that all information you provide is true and correct.

2. PLACING ORDERS

- 2.1 You can place an Order for pickup or delivery through the Website, Fishbowl App, or in-store Kiosk:
 - a) Pickup: Available from your selected local Fishbowl restaurant, which you can choose during the checkout process either online, through the App, or in-store Kiosk.
 - b) Delivery: Powered by Uber Eats. By selecting delivery, you agree to the terms and conditions set forth by Uber Eats, which can be found [here](#).
- 2.2 To place an order via the Website, you will need to:
 - a) Select the menu items you want to order;
 - b) Choose delivery or pickup;
 - c) Choose the restaurant from which you will collect your order if applicable; ("**Designated Restaurant**")
 - d) Enter the collection date and time for your order;
 - e) Enter payment information; and
 - f) Enter any other details we require to finalise your order.
- 2.3 Please re-check all the details you enter and correct any errors before submitting your order, as we will begin processing your Order immediately. Once an Order has been placed and processed through the Fishbowl App, Website or Kiosk, you will not be able to cancel or modify your Order.
- 2.4 We reserve the right to refuse any Order for any reason.

- 2.5 After placing an Order, you will receive a confirmation message confirming your Order details and logistics related to delivery if applicable (e.g., driver location, estimated delivery time).

3. TRANSFER OWNERSHIP

- 3.1 Fishbowl facilitates the transaction for all orders placed through our Website, App or Kiosk and is responsible for the fulfillment of the Order prior to delivery. Delivery services are provided via Uber Eats.
- 3.2 Any refunds, adjustments, or concerns related to your Order prior to the delivery process must be directed to Fishbowl. We will process all requests in accordance with our refund policy outlined in Clause 9.

4. UBER EATS TERMS

- 4.1 By opting for delivery, you acknowledge that your Order is also subject to the terms and conditions of Uber Eats, which govern the delivery aspect of your Order.
- 4.2 Fishbowl is not liable for any issues related to the delivery service provided by Uber Eats, including delays, service interruptions or any other delivery-related concerns.
- 4.3 For any delivery-related inquiries, you may contact Uber Eats customer support directly using the information provided in your confirmation message.

5. PAYMENT

- 5.1 Payments for Orders are processed through our Payment Provider for online and App Orders and directly through our Kiosk system for in-store Orders. Accepted payment methods include major credit cards, digital wallets (such as Apple Pay and Google Pay), and any other methods indicated during checkout.
- 5.2 You will be charged at the time of Order placement. The prices published on the Website, App, or Kiosk apply to the Order and are inclusive of GST.

6. CHANGES AND CANCELLATIONS

6.1 Changes and Cancellations by Fishbowl

- a) If we are unable to fulfil your Order due to unforeseen circumstances, or if one of the ordered items is no longer available, we will contact you to cancel or modify your Order.
- b) In such cases, we will determine whether it is appropriate to:
- i. replace the unavailable item with another item of similar value;
 - ii. provide a partial refund for the price of the unavailable item;
 - iii. cancel the entire Order and provide a full refund; or
 - iv. provide another form of compensation that we deem appropriate.
- c) Any approved refunds will be handled by our customer service team as set out in Clause 9.

7. COLLECTION AND DELIVERY

Pickup Orders

- 7.1 For pickup Orders placed through the App or Website, please arrive at your designated Fishbowl restaurant at or around the selected pickup time. Let a member of the Designated Restaurant team know the name attached to the Order and present your Order confirmation or appropriate identification that matches your Order.

- 7.2 For Orders placed through the in-store Kiosk, your food will typically be prepared immediately after the Order is placed. Please wait at the designated area until your Order number is called. No pre-order is required for Kiosk orders, and collection is typically immediate or within a short waiting period.
- 7.3 We will endeavour to have your Order ready for collection at the pickup time. However, please be patient if there is a short wait due to high demand.

DELIVERY ORDERS

- 7.4 For delivery Orders, please ensure your delivery address is accurate to avoid delays. Fishbowl is not responsible for delays caused by incorrect address information, as delivery is managed by Uber Eats. While we will do our best to have your Order ready on time, we cannot guarantee specific delivery times due to factors beyond our control.
- 7.5 We may perform fraud checks on your payment details. If your payment method raises any concerns, we might ask you for more information or cancel the transaction. Your Order will only be processed once it passes our fraud checks. If you don't provide the requested information, your Order will be cancelled, and any payment made will be refunded to your original payment method.

8. PRIVACY

- 8.1 By placing an Order through the Website, Fishbowl App or Kiosk, you consent to the collection and use of your personal information for the purpose of processing your Order, delivering the ordered items, and providing customer support. We will handle your personal information in accordance with the Privacy Act 1988 (Cth) and any other applicable Australian privacy laws.
- 8.2 Any personal information collected through the Club Fishbowl Loyalty Program, including but not limited to name, email address, phone number, and transaction history, will be handled in accordance with Fishbowl's Privacy Policy. By participating in the Program, you consent to the collection, use, and storage of your personal information for the purposes of managing the Program, tracking points and rewards, and improving Fishbowl's services
- 8.3 We take the security of your personal information seriously and utilise appropriate measures to protect it.

9. REFUND POLICY

- 9.1 Customers may request a refund for Orders that are incorrect, missing items, or have quality issues within 48 hours of receipt. Refund requests must be submitted through our customer support at enquiries@fishbowl.com.au and should include Order number and a description of the issue.
- 9.2 Refunds will not be issued for items that have been fully consumed, or for special promotions unless otherwise specified.
- 9.3 Upon receiving a valid refund request, Fishbowl will review the details and respond within 3 business days. Approved refunds will be processed to the original payment method and may take 5-7 business days to reflect in the customer's account. Credit may be offered as an alternative to a cash refund.
- 9.4 For Orders placed through the in-store Kiosk, refund requests must be made before the food is prepared. Refunds will not be issued for Orders that have already been prepared or collected, unless there are quality issues or missing items. If you experience any issues with your Kiosk Order, please speak to a team member at the Designated Restaurant immediately.

10. DISCLAIMERS

- 10.1 We work hard to make sure our product names, descriptions, prices, nutritional information, and allergenic warnings are accurate. However, we can't guarantee that everything published on our Website, Kiosk and Fishbowl App is correct. If you have any questions or concerns about the contents of our products, please reach out to the Designated Restaurant before placing your Order.
- 10.2 To the extent permitted by law, we will not be liable for any loss or damage you might experience as a result of using the Services or consuming the products, except for any issues caused by our own misconduct or negligence.
- 10.3 These Terms apply as much as the law allows, and nothing in these terms will limit or exclude your statutory rights or remedies.
- 10.4 If you have food allergies or dietary restrictions, we highly recommend checking with the relevant restaurant for accurate information about allergens and whether our products are suitable for you.

11. FISHBOWL LOYALTY PROGRAM

11.1 Program Overview

The Club Fishbowl Loyalty Program ("**Program**") is a customer loyalty initiative operated by Fishbowl through the Fishbowl App. By participating in the Program, you agree to these Terms, which govern your use of the Program.

11.2 Eligibility

- a) The Program is available exclusively through the Fishbowl App.
- b) Only individuals who register an account on the Fishbowl App using a valid email address and phone number are eligible to participate.
- c) Participation in the Program is free.

11.3 Earning Points

- a) Members earn 10 points for every \$1 spent (excluding taxes, fees, and delivery charges) on eligible purchases made via the Fishbowl App.
- b) Points are awarded at the time of order processing and will appear in the "Club" section of the App.
- c) Points cannot be earned for in-store purchases made outside the App or through third-party platforms.
- d) Points cannot be transferred, pooled, or combined between accounts.

11.4 Redeeming Points

- a) Points can be redeemed for rewards listed in the Rewards Bank, subject to availability and specific conditions for each reward.
- b) Rewards may include menu items, discounts, promotional offers, or other benefits, as determined by Fishbowl.
- c) To redeem rewards, Members must log in to their Fishbowl App account and follow the prompts in the Rewards Bank section.
- d) For every 2,000 points earned, Members can redeem a free regular bowl.
- e) Rewards are subject to availability and may be changed or discontinued at any time without notice.

- f) Redemption is subject to the following conditions:
 - i. Points cannot be used to cover taxes, tips, or delivery charges.
 - ii. Rewards must be redeemed during the checkout process and cannot be applied retroactively to past orders.
 - iii. Customisations or add-ons to redeemed items may incur additional charges.
 - iv. Points have no monetary value and cannot be exchanged for cash, vouchers, or other benefits outside the Program.

11.5 Challenges and Bonuses

- a) Members may participate in challenges (e.g. movement challenges) and earn bonus rewards as and when such challenges are released. The availability, criteria, and rewards for each challenge will be determined solely at the discretion of Fishbowl and may vary from time to time. Fishbowl reserves the right to modify or discontinue challenges without prior notice.
- b) Additional rewards, such as surprise perks (e.g., free toppings, discounts, or exclusive access to new menu items), may be provided at Fishbowl's sole discretion. Such rewards are non-transferable, cannot be redeemed for cash, and may be subject to additional terms.

11.6 Points Expiry

- a) Points expire 12 months from the date they are earned. Expired points will automatically be deducted from the Member's account.
- b) Fishbowl is not obligated to notify Members of expiring points but will display the expiration date of points in the App.

11.7 Account Management

- a) Members are responsible for ensuring that their account information is accurate and up to date.
- b) Any discrepancies in points or rewards must be reported within 7 days of the transaction by using the support feature in the Fishbowl App.
- c) Fishbowl reserves the right to audit accounts and adjust points or rewards in cases of suspected misuse, fraud, or technical errors.

11.8 Program Termination and Modifications

- a) Fishbowl reserves the right to suspend, modify, or terminate the Program at any time without prior notice.
- b) Any changes to the Program, including changes to how points are earned, redeemed, or expire, will be communicated via the Fishbowl App or Website.

11.9 Disputes and Limitations

- a) In the event of a dispute regarding the accumulation or redemption of points, Fishbowl's decision shall be final and binding.
- b) Fishbowl is not responsible for any technical errors, glitches, or disruptions that prevent Members from earning or redeeming points.

11.10 General Provisions

- a) Points, rewards, and Program benefits are personal to the Member and cannot be assigned, sold, or transferred.
- b) Abuse or misuse of the Program, including fraudulent activity or attempting to manipulate the points system, may result in account suspension, forfeiture of points, or legal action.

12. GENERAL

12.1 Severability

If any provision of these Terms is found to be invalid or unenforceable by a court of law, the remaining provisions will continue to be valid and enforceable to the fullest extent possible.

12.2 Assignment

You may not assign or transfer any of your rights or obligations under these Terms without our prior written consent. Fishbowl may assign its rights and obligations under these Terms without restriction.

12.3 Entire Agreement

These Terms constitute the entire agreement between you and Fishbowl regarding your use of the Services and supersede all prior agreements and understandings, whether written or oral, regarding the same subject matter.

12.4 Waiver

No waiver of any term or condition of these Terms shall be deemed a further or continuing waiver of such term or any other term, and any failure of Fishbowl to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.

12.5 Amendment

Fishbowl reserves the right to update these Terms at any time. Any changes will be effective immediately upon posting on our Website. Your continued use of the Services constitutes acceptance of the revised Terms.

12.6 User Conduct

You agree to use the Services only for lawful purposes and in a manner that does not infringe the rights of, restrict, or inhibit anyone else's use and enjoyment of the Services. Prohibited behaviour includes, but is not limited to, harassment, impersonation, or sending unsolicited commercial communications.

12.7 Force Majeure

Fishbowl shall not be liable for any failure to perform its obligations under these Terms if such failure results from any cause beyond Fishbowl's reasonable control, including, but not limited to, mechanical, electronic, or communications failure or degradation.

12.8 Dispute Resolution

In the event of any dispute arising out of or relating to these Terms, the parties agree to first attempt to resolve the matter amicably through informal discussions. If the dispute cannot be resolved through informal discussions within 14 days, the parties agree to submit the dispute to mediation before pursuing any legal action. The mediation will be conducted in accordance with the rules of the relevant mediation body in Australia. If the dispute is not resolved through mediation, the parties may proceed with legal action in accordance with the governing law set forth in these Terms.

12.9 Governing Law

These Terms shall be governed by and construed in accordance with the laws of the State of New South Wales, Australia, without regard to its conflict of law principles. You agree to submit to the exclusive jurisdiction of the courts located in New South Wales, Australia for any disputes arising out of or relating to these Terms.

13. CONTACT INFORMATION

If you have any questions or concerns about these Terms, please contact us at enquires@fishbowl.com.au or visit our Website for further assistance.