



1. Introduction:

1.1 - These Terms and Conditions form the basis of the ~~EmeraldEXPLORER Scenic Club~~ loyalty program (Program). Every Member is subject to these terms and conditions. We ask that you read them carefully. ~~Please visit EmeraldWaterways.co.uk/EXPLORER if you have any questions on these Terms and Conditions. Please contact us by phone on 1300-LOYALTY or 1300-569-258-138128 in Australia or 0800-330-340 in New Zealand or by email to scenicclub@scenic.com.au in Australia or scenicclub@scenicnz.com in New Zealand or see scenic.com.au/scenicclub in Australia or scenicnz.com/scenicclub in New Zealand if you have any questions on these Terms and Conditions.~~

1.2 - Use of your ~~Membership Card or M~~Membership ~~N~~Number signifies your acceptance of the current Terms and Conditions of the Program.

1.3 - These Terms and Conditions are effective as at the date of publication and may be amended from time to time. Members should refer to ~~scenic.com.au/scenicclub in Australia or scenicnz.com/scenicclub in New Zealand~~EmeraldWaterways.co.uk/EXPLORER for the most up to date Terms and Conditions.

1.4 - Subject to all applicable laws, ~~Emerald Waterways Scenic~~ may terminate the Program at any time without any on-going liability or responsibility to the Member with regards to the Program.

1.5 - All interpretations of these membership Terms and Conditions shall be at the sole discretion of ~~Emerald Waterways Scenic~~.

1.6 - ~~EmeraldEXPLORER Scenic Club~~ is a separate program to the Explorer program operated by Evergreen Tours ~~and Scenic Club operated by Scenic Emerald Waterways~~. Individuals may have membership of ~~all both~~ programs. Benefits are not ~~generally~~ interchangeable or transferable between ~~programs, Scenic Club and Evergreen Explorer or Emerald Explorer and vice versa~~. However individuals who complete a Scenic tour may choose to have that tour count toward their ~~Evergreen Explorer membership and tier status assessment, but should they do so, it will not also count towards their Scenic Club membership or tier status.~~

~~1.7 -- Emerald Waterways Scenic Club membership, Scenic Status Ppoints and loyalty levels cannot be transferred between countries, other than Australia and New Zealand and vice versa.~~

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2. Definitions

In these Terms and Conditions, the following words and expressions shall have the meanings as defined below unless the context otherwise requires:

- **Card** means a card issued by ~~Emerald Waterways Scenic~~ to identify the Member as a participant of the Program.
- ~~Connoisseur's Choice by Scenic~~ means a brand of tour offered by Scenic Pty Ltd.

- **Member** means a person who has been admitted by [Emerald WaterwaysScenic](#) as a participant in the Program and is being recognised as a participant for the time being.
- **Membership** means the participation of a Member in the Program.
- **Membership Number** is the unique number allocated by [Emerald WaterwaysScenic](#) to each Member and on each Card.
- **Program** means the ~~EmeraldEXPLORER Scenic Club~~ loyalty program.
- **Program Partner** means an entity with which [Emerald WaterwaysScenic](#) has entered into an agreement to provide goods and/or services to a Member under an arrangement with the Program Partner.
- ~~Scenic means Scenic Tours Pty Ltd trading as Scenic.~~
- **Tour** means a fully paid brochured product branded as [Emerald WaterwaysScenic](#) or [Connoisseur's Choice by Scenic](#) and which is of a duration of at least seven (7) tour and/or cruise days.
- **Tour Days** means a fully paid day of touring or cruising on a brochured tour which includes an overnight stay. Additional paid days that form part of the [Emerald WaterwaysScenic](#) booking count towards Tour Days. Complimentary, bonus, unpaid nights including but not limited to being part of a tour, Member benefits are not included in Tour Days.
- **Travel** means each time the individual departs from home for travel with [Emerald WaterwaysScenic](#) or [Connoisseur's Choice by Scenic](#). ~~Where an individual departs to undertake more than one tour – sometimes called back-to-back tours – this is deemed to be one lot of travel.~~

3. Membership cost

3.1 - Membership of the [EmeraldEXPLORERScenic Club](#) Program is free of charge.

4. Membership eligibility

4.1 – EmeraldEXPLORER Silver Membership and its corresponding benefits are automatic after an individual has completed paid travel with Emerald Waterways. Members will normally be mailed a Membership Card (or via email in the UK) and related material within 8 weeks of qualification.

~~4.2 – EmeraldEXPLORER Membership is calculated based on a standard “points per day” system (140 points per day) with bonus points received if travelling in specific accommodation. Full details of the latest points system can be found at [EmeraldWaterways.co.uk/EXPLORER](#).~~

~~EmeraldEXPLORER Points ~~completed 5 paid of 7 days or more or has completed 50 paid Tour~~ Membership Card (or emailed in the UK) and related material within 8 weeks of qualification.~~

~~4.44 – EmeraldEXPLORER Diamond Membership is automatic after an individual has ~~completed 10,000~~ EmeraldEXPLORER ~~Points 10 paid Tours of 7 days or more or has completed 100 paid~~ Diamond Membership Card (or emailed in the UK) and related material within 8 weeks of qualification.~~

~~4.55 – EmeraldEXPLORER Platinum Membership is automatic after an individual has ~~completed 25,000~~ EmeraldEXPLORER ~~Points and/or Connoisseur's Choice by Scenic~~ in their lifetime. Emerald Membership Card (or emailed in the UK) and related material within 8 weeks of qualification.~~

4.66 - If a person who receives a Membership kit does not wish to be a member of the Program, they should return the Membership Card to [Emerald WaterwaysScenic](#) indicating this is the case.

4.77 - Membership is individual and non-transferable. Where more than one person in a household qualifies for Membership, each will receive individual Membership.

4.99 - Travel industry professionals and their associates who travel on a discounted tour because of their position in the travel industry will not have that tour count to membership or tier status.

4.100 - Immediate or extended family or friends of employees of [Emerald WaterwaysScenic](#) and associated companies who travel on a discounted tour because of their association with the employee or industry will generally not have that tour count towards membership or tier status.

4.114 - Individuals who fall under clause 4.89, 4.9 or 4.10 should check prior to booking if any planned Tour would count towards membership or tier status.

4.122 -- [Emerald WaterwaysScenic](#) may at it's own discretion threshold an individual into any membership level it may wish.

5. Membership Card and Membership Number

5.1 - Members will receive a Membership Card ([In the UK this will be an electronic Membership Card](#)). Each Card will have a unique Membership Number. Members should keep their Card secure.

5.2 - The Card and Membership Number is not transferable and must not be given to other individuals to secure benefits from the Program.

5.3 - It is the Member's responsibility to ensure that their Membership Number is included in any and all of their bookings, either made via a travel agent or directly with [Emerald WaterwaysScenic](#) in order that they may receive the benefits of Membership.

5.4 - If the Card is lost or stolen the Member will immediately advise [Emerald WaterwaysScenic](#).

5.5 - If a Member cannot remember their Membership Number they may contact [Emerald WaterwaysScenic](#). They will be asked to provide information to confirm their identity, and following satisfactory replies to [Emerald WaterwaysScenic](#), they will be reminded of their Membership Number.

5.6 -- [Emerald WaterwaysScenic](#) shall be entitled to assume that any person that purports to be a Member and provides (whether in person or through an electronic, telecommunications or other media) the Membership Number to [Emerald WaterwaysScenic](#) is in fact the Member. [Emerald WaterwaysScenic](#) shall be entitled to reveal to any such person any and all information relating to their Membership and Membership bookings, and treat and act on any request of such a person with respect to any other matter regarding the Program without taking any further steps to verify the identity of the person.

6. Period of Membership

6.1 - The Period of Membership of the Program is from the date of enrolment by the Member until either terminated by the Member or [Emerald WaterwaysScenic](#) as set out below or upon the death of the Member.

7. Misuse and termination of Membership

7.1 - Either the Member or [Emerald WaterwaysScenic](#) may terminate membership of a Member time and without cause upon reasonable notice to each other.

7.2 - Fraud or abuse concerning the Membership and/or privileges and benefits is subject to appropriate administrative and/or legal action by [Emerald WaterwaysScenic](#).

7.3 - Nothing in these Terms and Conditions of Membership shall limit [Emerald WaterwaysScenic](#) in the exercise of any legal or equitable rights and remedies.

7.4 - Subject to applicable laws, [Emerald WaterwaysScenic](#) will not be liable for any loss or damage whatsoever suffered by any Member as a result of termination, suspension or cancellation of Membership.

8. Program benefits

8.1 ~~—~~ [Emerald WaterwaysScenic](#) does not guarantee or warrant that any or all of the Program benefits will be available at all times and in all countries or locations. Certain Program benefits may not be able to be provided because of local government, operational or other reasons and where this applies an alternative benefit is not offered: for example in some countries local regulations will not allow the offer of an extra nights stay therefore, operationally it may not be possible for an individual to stay an extra night when the group needs to travel together such as on a chartered aircraft. [Emerald WaterwaysScenic](#) reserves the right to change, modify, limit or cancel any of the Program benefits at any time or as they apply to any country or region at any time. Should a Member not take up an available Program benefit or the benefit is not available at the time, an alternative benefit is not offered. Member Benefits are not transferable or can not be redeemed for cash or any other benefit.

8.2 ~~— Silver, Gold, Diamond and Platinum Gold, Platinum, Diamond and Emerald~~ Members will to their tier of Membership.

8.3 - Members do not qualify for Program benefits of Membership or tier of Membership until after they have returned home from their qualifying tour and received their appropriate Membership Card in the mail or electronically. However, where a member completes back-to-back tours without returning home between tours, and they qualify for higher tier membership during the first tour, they may be able to access the higher benefits for the subsequent back-to-back tours. Members should check at the time of booking if any such additional benefits will apply to their subsequent back-to-back tours.

~~8.3 – For full details of the latest benefits per tier, please visit [EmeraldWaterways.co.uk/EXPLORER](#). 4 – There are four tiers of Membership: Scenic Club Gold, Scenic Club Platinum, Scenic Club Diamond and Scenic Club Emerald. Scenic Club Emerald members will receive additional benefits as well as all the benefits of Diamond membership. Scenic Club Diamond Members will receive additional benefits as well as all the benefits of Platinum Membership. Scenic Club Platinum Members will receive additional benefits as well as all the benefits of Gold Membership.~~

~~8.6 – Dedicated Member's Help-Desk: Members may make contact with Scenic via a dedicated Member's only phone number or email address. This service is for the use of Members only. Non members, including Travel Agents, may not use this service, but should use the other channels of communication that have been specifically set up for them.~~

8.58 - Special Members can select from an extend range of luggage and gift vouchers that may be applicable to your tier. You need to make your selection no later than six weeks prior to departure by visiting Trip Personaliser at <https://tp.scenicglobal.com/default.aspx?company=ew>

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or your travel agent. ~~Applies to Australian and New Zealand Scenic Club members only.~~ If no [Waterways](#) discretion.

8.59 - Member communications and Member only competitions: From time to time Members may receive [EmeraldEXPLORER Scenic Club Wonder](#) Magazines mailings, emails or SMS. These may include competitions which are only available for Members.

8.649 - Program Partners: The Program may include offers to members from time to time from third party entities other than [Emerald Waterways Scenic](#). These offers are accepted by [Emerald Waterways Scenic](#) in good faith as to the appropriateness of the offer for Members and the ability of the third party to deliver in accordance with any offer they make. [Emerald Waterways Scenic](#) accepts no responsibility or liability whatsoever with regard any matter that may arise between the Member and third party in relation to any offer that a third party has made through the Program.

~~8.11 – Scenic Club Emerald, Diamond and Platinum Members may receive additional benefits. At~~

9.1 - The Program and Member's entitlements to any benefits under the Program are subject to all laws applicable to [Emerald Waterways Scenic](#) and to the Member which restrict, prohibit or limit the scope or extent of the Program or any benefits or privileges.

9.2 - Should any benefits under the Program be subject to tax liability it (including disclosure connected with the receipt or use of the Program) is the responsibility of the Member.

10. Assignment

10.1 - A Member cannot assign its rights under these Terms and Conditions at any time. [Emerald Waterways Scenic](#) reserves the right to assign the Terms and Conditions at any time without consent.

11. Notices/Contact Details

Any Member wishing to contact [Emerald Waterways Scenic](#) or any communication or notice to be given under these Terms and Conditions may be delivered personally or by pre-paid post transmission to the following address of [Emerald Waterways: EmeraldEXPLORER, 13th Floor, 111 Piccadilly, Manchester, M1 2HY](#) ~~Scenic: Scenic Club, Level 15, 56 Pitt Street, Sydney NSW 2000.~~

12. Governing Law and jurisdiction

12.1 - The Terms and Conditions of Membership of the Program are governed and will be construed in accordance with the laws of ~~United Kingdom~~ [New South Wales, Australia](#). ~~In any action or other legal process with respect to any matter or thing in connection with these Terms and Conditions or Membership, the Member submits to the non-exclusive jurisdiction~~

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