

LOCAL ADVANTAGE

Participating Business Terms & Conditions

Local Advantage of Australia Pty. Ltd ABN 71 966 705 234

Last Updated: April 2026

1. Introduction

These Terms and Conditions ('Business Terms') govern the participation of businesses ('Participating Business', 'you', or 'your') in the Local Advantage program ('Program'), operated by Local Advantage of Australia Pty. Ltd ABN 71 966 705 234 ('Local Advantage', 'we', 'us', or 'our').

By submitting an offer to be listed on the Local Advantage app or website, or by continuing to participate in the Program, you confirm that you have read, understood, and agree to be bound by these Business Terms, together with our general Terms & Conditions and Privacy Policy available at localadvantage.com.au.

2. Program Overview

Local Advantage is a membership program that connects paying members with exclusive, multiple-use offers from local businesses across the Peel, South West, and Great Southern regions of Western Australia. Participation in the Program is free for Participating Businesses. Local Advantage does not offer category or geographic exclusivity. Multiple businesses within similar industries or locations may be included in the Program.

As a Participating Business you agree to:

- Honour the offer submitted and approved for listing on the Program in good faith to all valid Local Advantage members who present a current digital membership redemption screen;
- Provide the offered discount, complimentary item, or upgrade as described in your approved offer listing;
- Treat Local Advantage members with the same standard of service provided to all other customers;
- Allow unlimited redemptions of your offer by Local Advantage members for the duration of your participation;
- Ensure that all relevant staff are appropriately trained on the Local Advantage Program and your approved offer, so that members are able to redeem their offer seamlessly and without difficulty at the point of purchase.

3. Listing and Offer Requirements

Participating Businesses must ensure their offer meets the following requirements:

- Offers must be genuine and of real value to members — minimal restrictions apply;
- Offers must be available on an ongoing, long-term basis and allow unlimited redemptions by Local Advantage members, subject to reasonable use and standard business capacity;
- Offers must not be combined with other third-party discount programs or promotions unless expressly specified;

- Your business must be physically located within the Peel, South West, or Great Southern regions of Western Australia (online-only businesses are reviewed on a case-by-case basis);
- All information provided in your listing — including business name, address, contact details, and offer description — must be accurate and kept up to date.

Local Advantage reserves the right to decline, remove, or amend any listing at its sole discretion, including where the offer does not meet Program standards or is found to be misleading.

4. Content, Photography & Intellectual Property

4.1 Content You Provide to Local Advantage

When you submit or share any content with Local Advantage for the purpose of your business listing or promotion — including photographs, videos, logos, copy, or other materials ('Business Content') — you grant Local Advantage a non-exclusive, royalty-free licence to use, reproduce, edit, publish, and distribute that Business Content across its platforms and marketing channels, including but not limited to:

- The Local Advantage app and website;
- Social media platforms (including Instagram, Facebook, and others);
- Digital and print advertising and promotional materials;
- Email marketing campaigns.

This licence continues for the duration of your participation in the Program and for a reasonable period thereafter for archival or promotional purposes, unless you request removal in writing.

4.2 Your Warranty Regarding Content Rights

By providing or sharing Business Content with Local Advantage, you confirm and warrant that:

- You own the content outright, or hold all necessary licences, rights, consents, and permissions required to grant Local Advantage the licence described in clause 4.1;
- The content does not infringe the intellectual property rights, privacy rights, or any other rights of any third party, including photographers, videographers, designers, or other creators;
- Where the content was created by a third-party photographer or creator, you have obtained their written permission to share the content for marketing and promotional use by third parties such as Local Advantage;
- You have advised Local Advantage of any attribution or credit requirements at the time of submitting the content.

4.3 Indemnity for Content You Provide

You indemnify and hold harmless Local Advantage, its officers, employees, agents, and related bodies corporate against any and all claims, losses, liabilities, costs, and expenses (including reasonable legal fees) arising from or related to:

- Any third-party claim that Business Content you provided infringes their intellectual property or other rights;
- Your failure to obtain appropriate permissions from photographers or other content creators prior to sharing content with Local Advantage;
- Any inaccuracy or misrepresentation in the content you provide.

Local Advantage will make reasonable efforts to credit you or your nominated photographer when sharing your content on social media. However, attribution does not substitute for, and does not imply the existence of, a licence or permission. It is your responsibility to ensure all content you provide is cleared for third-party use before sharing it with us.

4.4 Local Advantage's Own Content

We love seeing Participating Businesses share and promote their involvement in the Local Advantage Program! All content created by or on behalf of Local Advantage — including the Local Advantage brand, logo, app design, website, and marketing materials — remains the intellectual property of Local Advantage of Australia Pty. Ltd. However, we actively encourage Participating Businesses to share Local Advantage content on their own social media and marketing channels to promote their participation in the Program. Digital assets such as the Local Advantage logo and member-facing graphics are available in the business tools section on our website or by request. We simply ask that our branding is used respectfully and in a way that accurately represents the Program. Any use of Local Advantage branding beyond promoting your own participation — such as co-branded campaigns or advertising — requires prior written approval from Local Advantage.

5. Conduct and Obligations

Participating Businesses agree to:

- Inform all relevant staff of their Local Advantage offer and the process for honouring member redemptions;
- Not impose additional restrictions on members beyond those stated in the approved offer listing;
- Not disparage, misrepresent, or make false claims about the Local Advantage Program, its members, or Local Advantage of Australia Pty. Ltd.;
- Notify Local Advantage promptly if they wish to amend or withdraw their offer, by contacting Louise Robinson at or 0433 115 969;
- Comply with all applicable Australian laws and regulations in connection with their participation.

6. Amendments and Withdrawal of Offers

Participation in the Local Advantage Program is for a minimum period of 12 months from the date your listing is approved and goes live on the app (“Commencement Date”). Offers do not expire at the end of this initial period — your listing will continue automatically on an ongoing basis until you advise us otherwise in writing.

After the initial 12-month period, a Participating Business may withdraw from the Program at any time by providing written notice to Local Advantage. Local Advantage will update or remove the listing as soon as reasonably practicable following receipt of notice.

Where a Participating Business wishes to withdraw from the Program before the 12-month minimum period has elapsed, a written request must be submitted to Local Advantage outlining the reason for early withdrawal. Local Advantage will assess each request on a case-by-case basis and reserves the right to decline early withdrawal where no valid reason is provided. We understand that genuine circumstances change — this requirement exists to ensure the Program delivers consistent, long-term value to members rather than serving as a short-term promotional tool.

Participating Businesses may amend or add restrictions to their offer at any time by notifying Local Advantage in writing, and Local Advantage will update the listing as soon as reasonably practicable. However, Local Advantage reserves the right to decline or delay changes where they materially alter the value or consistency of the offer for members.

Separately, Local Advantage reserves the right to suspend or remove a Participating Business's listing at any time, acting reasonably, including where the business:

- Fails to honour approved offers to Local Advantage members;
- Breaches these Business Terms;

- Engages in conduct that Local Advantage considers harmful to the Program, its members, or its reputation.

7. Public Holidays and Special Occasions

It is optional for Participating Businesses to honour Local Advantage offers on all official Australian Public Holidays, Mother's Day, Father's Day, and Valentine's Day. Where a business chooses not to accept offers on these days, it must be clearly stated in the offer terms and conditions within Local Advantage so members are informed.

8. Limitation of Liability

To the maximum extent permitted by law, Local Advantage accepts no liability whatsoever for any loss, damage, cost, or expense suffered or incurred by a Participating Business arising from or in connection with participation in the Program, including but not limited to:

- Any reduction in customer traffic or revenue;
- Technical issues with the Local Advantage app or website;
- Changes to the Program, including the addition or removal of other Participating Businesses;
- Any act or omission of Local Advantage members.

Nothing in these Business Terms excludes any rights you may have under the Australian Consumer Law that cannot be excluded by agreement.

9. Privacy

Local Advantage collects and handles personal information in accordance with its Privacy Policy, available at localadvantage.com.au/local-advantage-privacy-policy. By participating in the Program, you consent to Local Advantage collecting and using your business contact information for the purposes of administering the Program and communicating with you about your listing.

Participating Businesses must handle any member information they receive (including membership status) in compliance with applicable Australian privacy laws and must not use such information for any purpose other than verifying and honouring the relevant offer.

10. Governing Law

These Business Terms are governed by and construed in accordance with the laws of Western Australia and the Commonwealth of Australia. Any disputes arising under these Business Terms will be subject to the non-exclusive jurisdiction of the courts of Western Australia.

11. Changes to These Terms

Local Advantage reserves the right to update or amend these Business Terms at any time. An updated version will be made available on our website at localadvantage.com.au. Continued participation in the Program following the publication of updated terms constitutes your acceptance of those terms.

12. Contact

For questions about these Business Terms or your participation in the Local Advantage Program, please contact:

Louise Robinson - Local Advantage

📞 0433 115 969 | ✉ info@localadvantage.com.au | 🌐 localadvantage.com.au

Please note: These Business Terms should be read alongside the Local Advantage general Terms & Conditions and Privacy Policy available at localadvantage.com.au. This document does not constitute legal advice. Local Advantage recommends obtaining independent legal advice if you have any concerns about your obligations under these terms.