
Membership Terms and Conditions of The Royal Automobile Club of Queensland Limited

Effective from 22 November 2022



1 MEMBERSHIP

1.1 Eligibility

- (a) If a person qualifies to be a member of RACQ, the person agrees to be bound by:
 - (i) the RACQ Constitution; and
 - (ii) any other relevant terms and conditions from RACQ or one of its third party providers,as published from time to time.
- (b) Applicants will be eligible for membership subject to the eligibility criteria set out in these terms and conditions.
- (c) By applying for, purchasing or renewing an Eligible Product, a person agrees to become a member of RACQ.

1.2 Rights

- (a) The rights attaching to each membership class are set out in the RACQ Constitution.
- (b) Although there are various classes of RACQ membership, only members that hold an Eligible Product, or otherwise hold a voting class of membership, will be entitled to vote in Board elections and at meetings of RACQ.

2 Ordinary voting members

2.1 Eligibility criteria

- (a) A natural person, other than an honorary life member¹ or a person eligible to be a business member,² will:
 - (i) be an ordinary voting member while they hold one or more Eligible Products; or
 - (ii) in the case of a person who was a member of QT Mutual Bank Limited and did not hold any Eligible Products at the Record Date, be an ordinary voting member from the Implementation Date up to the first anniversary of the Record Date.
- 'Implementation Date' and 'Record Date' have the meaning defined in the merger implementation agreement entered into between the company and QT Mutual Bank Limited for the merger of the two entities by scheme of arrangement (**MIA**).

¹ Honorary life members have the right to vote, refer to clause 5.1.

² Business members have the right to vote, refer to clause 4.2.

- (b) Subject to the constitution, a person is eligible to be an ordinary voting member if:
 - (i) the person holds an Eligible Product and has not been suspended or expelled from membership; or
 - (ii) even though they did not hold any Eligible Product as at the Record Date, the person was a member of QT Mutual Bank Limited as at the Record Date (as that term is defined in the MIA), but only for the period set out in by-law 2.1(a)(ii).
- (c) If an Eligible Product is held in the name of two or more persons, each person will be a member, provided that the company is satisfied that such persons are acting in good faith in respect of attaining membership of the company.

2.2 Rights

An ordinary voting member has the rights set out in the constitution.

3 Ordinary non-voting members

3.1 Eligibility criteria

- (a) A natural person may be an ordinary non-voting member.
- (b) Subject to the constitution, a person is eligible to be an ordinary non-voting member if the person satisfies eligibility criteria set by the board from time to time and has not been suspended or expelled from membership.

3.2 Rights

An ordinary non-voting member has the rights set out in the constitution.

4 Business members

4.1 Eligibility criteria

- (a) A Business will be a business member while it holds one or more Eligible Products.
- (b) Subject to the constitution, a Business is eligible to be a business member if it holds an Eligible Product and has not been suspended or expelled from membership.
- (c) If an Eligible Product is held in the name of two or more Businesses that do not together operate a single trust or partnership, each of those Businesses will be a member, provided that the company is satisfied that such Businesses are acting in good faith in respect of attaining membership of the company.
- (d) If two or more Businesses together operate a single trust or partnership, only one of those Businesses will be entitled to membership of the company.
- (e) 'Business' means the following:
 - (i) a natural person who provides the company with a valid Australian Business Number (**ABN**);
 - (ii) a body corporate;

- (iii) a trustee of a trust with a valid ABN; and
- (iv) a partner in a partnership with a valid ABN.

4.2 Rights

A business member has the same rights as an ordinary voting member set out in the constitution.

5 Honorary members

5.1 Honorary life members

An honorary life member has the same rights as ordinary voting members.

5.2 Honorary members

- (a) Honorary membership will be granted for a period of 12 months.
- (b) Honorary membership will be subject to the eligibility criteria set by the board from time to time, and includes staff that meet this criteria.
- (c) An honorary member has the rights set out in the constitution.

6 No concurrent memberships

- (a) A person may only have one membership of the company.
- (b) In the event of concurrent admissions to membership, rule 4.1(d) of the constitution will apply.

7 Confirmation of terms

7.1 Confirmation of terms on acquisition and renewal

Each member will be deemed to have confirmed, adopted and agreed to be bound by the terms and conditions which might then be applicable to the relevant class of membership upon:

- (a) the acquisition of an Eligible Product; or
- (b) renewal of an Eligible Product,

applying at the relevant time, regardless of the terms and conditions which may have applied to their membership at the time they first became a member or at any earlier time at which they acquired or renewed an Eligible Product.

7.2 Confirmation of terms on implementation of merger

Each member who became eligible to be an ordinary voting member under clause 2.1(b)(ii) will be deemed to have confirmed, adopted and agreed to be bound by the terms and conditions then applicable to the ordinary voting class of membership upon implementation of the merger of QT Mutual Bank Limited and the company pursuant to QT Mutual Bank Limited's scheme of arrangement with its members.

8 TERM AND TERMINATION

8.1 Term and termination

- (a) If a person ceases to hold an Eligible Product, or does not otherwise qualify to remain a member of RACQ, pursuant to rule 4.11 of the RACQ Constitution, that person immediately ceases to be a member of RACQ and all rights and privileges associated with that membership cease.
- (b) For the avoidance of doubt, clause 8.1(a) does not require the member to hold the same Eligible Product continuously, as long as one of the Eligible Products is held by the member.

9 MEMBERSHIP BENEFITS

9.1 Benefits for members

- (a) Unless specifically stated otherwise, the following benefits are available to all members other than Business Members:
 - (i) RACQ will provide members in all classes of membership with access to fact sheets on a range of topics, The Road Ahead magazine, e-newsletters and other member on-line publications;
 - (ii) RACQ will provide members with access to a range of services as outlined in the membership brochure and online at racq.com; and
 - (iii) RACQ will provide members with product discounts as advertised on the RACQ website racq.com from time to time.
- (b) The benefits available to Business Members are described on the website racq.com/businessbenefits and include access to:
 - (i) fact sheets on a range of topics, The Road Ahead magazine, e-newsletters and other member on-line publications; and
 - (ii) a select range of services and discounts as advertised on the website racq.com/businessbenefits.

9.2 Membership tenure

- (a) The member acknowledges that the benefits and product discounts available to the member may depend on the Eligible Product held by the member, the class of membership and/or the member's membership tenure.
- (b) RACQ may recognise additional membership years (for the purpose of determining membership tenure) where:
 - (i) a person transfers a current membership of an affiliated motoring organisation to RACQ; or
 - (ii) a person has previously held an Eligible Product as a non-member.

- 9.3** The member agrees to abide by the terms and conditions relating to the individual services and products set out on RACQ's website when purchasing and using the services and products.
- 9.4** The member acknowledges that RACQ may change the benefits offered to members from time to time without notification to the member.
- 9.5** Members other than Business Members will be issued with a unique non-transferable membership card and agree to use it only in accordance with the terms and conditions.

10 TRANSFER OF MEMBERSHIP

10.1 Transfer of member rights and obligations

The member cannot transfer any of the rights or obligations of membership to another person, unless agreed by RACQ in writing.

10.2 Companion Card

- (a) On and from 24 August 2015, RACQ will not issue Companion Cards to members.
- (b) Where a Companion Card was issued by RACQ to a member prior to 24 August 2015, the Companion Card remains valid, subject to the following conditions:
 - (i) the member must hold roadside assistance;
 - (ii) the member must not be a Business Member;
 - (iii) the Companion Card may only be maintained by a spouse or partner of the member who resides at the same address as the member (the Companion);
 - (iv) only one Companion Card may be maintained for each membership;
 - (v) the Companion Card will be for the same membership level held by the member;
 - (vi) the member must pay the set fee for the Companion Card as outlined on the website at racq.com as amended from time to time; and
 - (vii) the member and Companion agree to be authorised to make Personal Information changes on each other's behalf and to be authorised to cancel products.
 - (viii) the member and Companion agree to any other terms and conditions of holding a Companion Card as issued by RACQ from time to time.
- (c) A Companion Card does not provide the Companion with any rights associated with membership, but does allow the Companion to access the membership benefits set out in clause 9.
- (d) For the avoidance of doubt, the Companion Card is only available to members (other than Business Members) who hold roadside assistance.
- (e) RACQ can revoke the Companion Card held by a Companion at its absolute discretion.

11 ABSENTEE MEMBERSHIP

11.1 Absentee membership

- (a) Subject to clause 11.1(b), if the member is leaving Australia, the member may request to transfer their membership to an Absentee Membership in writing, over the phone, or by emailing RACQ.
- (b) Absentee Membership is only available for members leaving Australia for a period no longer than 3 years.
- (c) The Membership class of an Absentee Member is an Ordinary Non-Voting Member as defined in the Constitution.
- (d) There are no additional fees associated with Absentee Membership.
- (e) Absentee Members are not entitled to the member benefits described in clause 9.1.
- (f) The member must contact RACQ when returning to Australia to transition out of Absentee Membership.

12 PRIVACY

12.1 RACQ obligations

- (a) RACQ collect, use and disclose member Personal Information in accordance with the RACQ's Privacy Statement.
- (b) RACQ's full Privacy Statement is available free of charge from racq.com. The member can also request a copy of the Privacy Statement by contacting RACQ.

13 GROUP AUTHORITY

13.1 Appointment of authority

A member may grant authority to a third party to make changes to their membership record and RACQ products held by the member.

13.2 Scope of authority

- (a) The member acknowledges and agrees that if the member grants, or has granted, a third party authority under clause 13.1, that authority extends to the member's membership record and each RACQ product held by the member from time to time (**Group Authority**), subject to clauses 13.2(b) and (c).
- (b) A Group Authority does not extend to the following products offered by RACQ:
 - (i) compulsory third party insurance;
 - (ii) a life insurance product;
 - (iii) a consumer loan product;
 - (iv) a QTMB banking product; and

- (v) such other products as determined by RACQ from time to time.
- (c) A Group Authority does not enable the authorised third party to (without limitation):
 - (i) authorise another person under a Group Authority;
 - (ii) purchase the first assistance or lifestyle product for the member (other than for a Business Member);
 - (iii) cancel or remove an additional vehicle from coverage under a roadside assistance product mid-term;
 - (iv) remove an assistance or lifestyle product that will result in the member's membership being cancelled, including on renewal;
 - (v) reinstate an assistance or lifestyle product after it has been cancelled; or
 - (vi) incept a new insurance policy or cancel an entire insurance policy, including on renewal.
- (d) The restrictions noted in clauses 13.2(c)(iii) and 13.2(c)(iv) do not apply if RACQ's records confirm the member is deceased.
- (e) Details of the specific changes that can and cannot be made under a Group Authority are available from RACQ on request.

14 GENERAL

14.1 Variation

These terms and conditions may be varied by RACQ from time to time without notice to the member. The member can access the latest version of the terms and conditions online at racq.com.

14.2 Governing Law

These terms and conditions are governed by and must be construed according to the laws of Queensland.

15 DEFINITION

15.1 Definitions

Absentee Membership	means the category of membership available for members when they are not in Australia
Benefits	means the services, products and discounts available to members
Board	means the board of directors of The Royal Automobile Club of Queensland Limited
Business Member	has the meaning given to the term in the RACQ By-Laws
Companion	has the meaning given to the term in clause 10.2(b)(iii)
Companion Card	means a membership card held by a Companion
Eligible Product	means a product determined by the Board to be an Eligible Product, including but not limited to: a) roadside assistance product; b) home assistance product; c) an insurance product; d) a lifestyle product; e) a banking product. within the meaning of those terms as determined by the Board.
Personal Information	has the meaning set out in the <i>Privacy Act 1988</i> (Cth)
RACQ	means The Royal Automobile Club of Queensland Limited and its related entities