

## DETAILS SCHEDULE

<b>Parties</b>	Luxottica Retail Australia Pty Ltd ABN 26 000 025 758 of levels 34 and 35, 1 Denison Street, Sydney NSW 2000 trading as OPSM in Australia.  (referred to as “ <b>OPSM</b> ”, “ <b>We</b> ”, “ <b>Us</b> ”, “ <b>Our</b> ”)
	<b>You</b> , the person subscribing to OPSM Vision Plan.  (referred to as “ <b>Customer</b> ”, “ <b>You</b> ”, “ <b>Your</b> ”)
<b>Commencement Date</b>	The calendar day that <b>You</b> sign this agreement.
<b>Initial Term</b>	Three years (36 months) from the Commencement Date.
<b>Subscription</b>	Three pairs of Glasses in three years for one monthly price. Each pair of Glasses is redeemable using <b>Your</b> unique Codes as a member of Vision Plan. The right to purchase Glasses under <b>Your</b> Vision Plan using <b>Your</b> Codes is the core benefit of <b>Your</b> Vision Plan membership.
<b>Complimentary Benefits</b>	OPSM Vision Plan gives <b>You</b> access from time to time to complimentary benefits and Services, which are ancillary to the Subscription Benefits. <b>We</b> may change or update these from time to time and benefits will typically be available for a specified timeframe only. Any Services that <b>You</b> do not use during <b>Your</b> Vision Plan, will immediately expire or cease (as the case may be) upon expiration or termination of <b>Your</b> Vision Plan.
<b>Payments</b>	Payments are due monthly, for the monthly fee indicated for <b>Your</b> Vision Plan in the Price Guide.
<b>Cancellation</b>	You may cancel at any time, without penalty. Upon cancellation <b>You</b> are required to pay to <b>Us</b> any outstanding amounts for Glasses <b>You</b> have redeemed, that are not yet fully paid.
<b>Price Guide</b>	The Vision Plan Price Guide is annexed to this agreement. <b>Your</b> Vision Plan Price Guide, including any Complimentary Benefits may change from time to time. <b>We</b> will notify <b>You</b> of any changes.
<b>Auto-Renewal</b>	At the end of <b>Your</b> Initial Term, this Contract will automatically renew yearly for successive 12 month periods. This means <b>Your</b> subscription will continue for further 12 month terms. At each renewal, an additional Code will be automatically generated for the purchase of one (1) pair of Glasses included in <b>Your</b> Vision Plan, as detailed in the then current Price Guide.
<b>Auto-Renewal Notice</b>	We will give <b>You</b> 30 days prior notice of any automatic renewal of the Contract for a further 12 months. If <b>You</b> do not want the Contract to automatically renew, <b>You</b> can opt out of the auto-renewal by contacting <b>Us</b> at the Contact Details in this Details Schedule before the end of the Initial Term. If the Contract does automatically renew <b>You</b> can still cancel at any time, without penalty.
<b>We May Amend Terms</b>	We may amend the Terms of this Contract, the Price Guide and Privacy Notice at any time by 30 days’ notice to You. However, <b>We</b> will not increase the amount of <b>Your</b> Vision Plan subscription or reduce the number of Glasses that may be redeemed in <b>Your</b> Vision Plan during <b>Your</b> initial 3 year term. Payments are likely to change on renewal of the Contract.
<b>OPSM Vision Plan Customer Care Contact Details</b>	Email: <a href="mailto:customerservice@opsmvisionplan.com.au">customerservice@opsmvisionplan.com.au</a> Call: 1800 092 763 Our OPSM Vision Plan Customer Service is available between 7am and 6pm AEST/AEDT, Monday to Friday. Or visit <b>Us</b> in store at any participating OPSM in Australia.

## THE OPSM VISION PLAN MEMBERSHIP TERMS AND CONDITIONS

### 1 Preamble

- 1.1 These Terms are the standard terms and conditions for OPSM Vision Plan. These Terms govern any transaction between OPSM and OPSM customers who sign up to Vision Plan, as outlined in these Terms and the applicable Price Guide.
- 1.2 Before **You** sign up to Vision Plan, please read these Terms, including the Price Guide located at Annexure A and the Privacy Notice located at Annexure B, carefully.
- 1.3 Please be aware that Vision Plan and its benefits are only available in Store at participating OPSM stores and not available online.
- 1.4 If **You** are unsure about any of these Terms, the Price Guide or the Privacy Notice, please ask a member of staff in store at a participating OPSM. **You** can also contact OPSM Vision Plan Customer Service at the contact details provided in the Contract Summary above.
- 1.5 Nothing in these Terms, the Vision Plans, the Price Guide or the Privacy Notice shall have the effect of limiting or excluding the rights and guarantees granted by law and which cannot be waived, limited or excluded by the parties, including **Your** consumer law rights. The rights and benefits **You** have as a consumer under the Australian Consumer Law still apply.

### 2 Definitions and Parties

- 2.1 In these Terms, unless the context otherwise requires:
  - (a) **Account** means the third party portal in which you set up a user profile, that provides the personalised access to your Vision Plan/s, including any functionalities, tools and content related to Vision Plan, accessible by **You** at [opsmvisionplan.com.au](http://opsmvisionplan.com.au).
  - (b) **Child** a natural person under the age of 18 years.
  - (c) **Code** means the unique identifier issued by **Us** to **You** to be used for the purchase of Glasses.
  - (d) **Commencement Date** has the meaning given in the Details Schedule.
  - (e) **Consideration** means the **Payment** that **You** agree to pay to **Us** for the Vision Plan **You** choose, as detailed in the Price Guide.
  - (f) **Contract** means the agreement between **Us** and **You**, governed by these Terms, the Price Guide and the Privacy Notice.

- (g) **Customer, You, Your** means the party set out in the Details Schedule.
- (h) **Dormant Account** means an Account that has not had any activity (such as redeeming any Codes, or purchasing any Glasses) for a period of 3 years, except for continuing Payment Instalments.
- (i) **Eyewear Protection Plan, EPP** means Eyewear Protection Plan Insurance.
- (j) **Glasses** means the products available to purchase by **You** in Vision Plan as outlined in the Price Guide.
- (k) **Initial Term** has the meaning given in clause 9.1.
- (l) **Nominated Payment Method** means the Payment Method chosen by **You** to be credited or debited, as the case may be, under these Terms.
- (m) **Payment** has the meaning given in clause 12.1.
- (n) **Payment Date** has the meaning given in clause 12.2.
- (o) **Payment Instalment** has the meaning given in clause 12.2.
- (p) **Payment Method** means a current, valid, accepted method of payment, as may be updated from time to time, and which may include payment through **Your** account with a third party. **You** may have multiple Payment Methods in **Your** Account at any time.
- (q) **Plan** means the tier of Vision Plan described in the Price Guide, that **You** choose.
- (r) **Price Guide** means the document which describes the Glasses that can be purchased in Vision Plan as updated and amended from time to time in accordance with these Terms. **Note:** *The Price Guide applicable as at the date on which **You** sign the Contract is attached as Annexure A.*
- (s) **Privacy Notice** means the notice at Annexure B.
- (t) **Renewal Term** has the meaning given in clause 10.1.
- (u) **Services** means the services, discounts and benefits **You** have access to as a member of Vision Plan, as detailed on **Our** website located at [opsm.com.au/visionplan](http://opsm.com.au/visionplan) or in **Your** Account, which may change from time to time.
- (v) **Store** means the stores and physical points of sale under the name OPSM.

- (w) **Terms** means these terms and conditions including the Price Guide and the Privacy Notice.
- (x) **Upgrade Cost** means the price identified on the Price Guide as the Upgrade Cost to be paid when buying a frame or lens in a different or more expensive Plan than the one **You** have chosen to subscribe to.
- (y) **Vision Plan** means a subscription service offered by OPSM to purchase Glasses, made up of multiple Plans **You** may choose from as detailed in the Price Guide.
- (z) **We, Us, Our, OPSM**, means the party set out in the Details Schedule.
- (aa) **You, Your, Customer** means the party set out in the Details Schedule.

### 3 Your contract with us

- 3.1 These Terms govern the Vision Plan subscription provided by **Us** and will form the basis of the Contract between **You** and **Us**. Separate terms and conditions apply to **Your** use of **Our** goods and services from OPSM that are not part of **Your** Vision Plan subscription. Additional terms and conditions may apply to the Services offered from time to time in **Your** Vision Plan. These will be identified for **You** where **We** advertise these Services.
- 3.2 **Your** Vision Plan subscription will continue until terminated by either **You** or **Us**. To sign up to a Vision Plan subscription **You** must create an Account and provide **Us** with a Nominated Payment Method. Unless **You** terminate **Your** subscription in accordance with clause 14, **You** authorise **Us** to charge the Payment Instalment for the next Payment Date to **Your** Nominated Payment Method until such time that **Your** membership is terminated.
- 3.3 When **You** create an Account or provide **Your** details to the Account, it is a contractual offer for a Vision Plan membership that **We** may, at **Our** discretion, accept.
- 3.4 If **We** accept **Your** offer, **You** will be provided with these Terms to sign in the Account. By signing and accepting these Terms, **You** will enter into a Contract with **Us** for the provision of Vision Plan.
- 3.5 Without limitation, **We** may exercise **Our** discretion and determine that **You** are ineligible to sign up for, or continue to hold an OPSM Vision Plan if **We** have legitimate concerns that:
  - (a) **You** have, or have in the past, or are likely to, abuse or take advantage of any part of OPSM Vision Plan;
  - (b) **You** have failed to maintain accurate, complete, and up-to-date Account information, including having an invalid or expired Payment Method on file;

- (c) **You** present an unreasonable risk to OPSM based on previous conduct; and/or
- (d) **You** present an unreasonable credit risk;

and at such time **We** may take any of the actions outlined in clause 3.6. **We** may use information such as **Your** identification information, method of payment or an Account email address to determine **Your** eligibility.

3.6 If, in **Our** sole discretion, **We** find **You** ineligible to sign up for, or continue to hold an OPSM Vision Plan, then **We** may take any of the following actions:

- (a) decline to allow **You** to subscribe to OPSM Vision Plan;
- (b) disable **Your** Account; and/or
- (c) terminate this Contract.

3.7 By signing and accepting these Terms, **You** warrant that **You** are over 18 years of age and have read and understood the Terms, including the Price Guide and Privacy Notice.

#### **4 We may amend these Terms**

4.1 **We** may amend these Terms, including the Price Guide and Privacy Notice. However, **We** will not increase the amount of **Your** Payments or reduce the number of Glasses that may be redeemed as part of **Your** Vision Plan during **Your** initial 3 year term. The Payments are likely to change on a renewal of the Contract.

4.2 **We** may amend the Price Guide from time to time, including for example by changing or removing the brands, products and other inclusions outlined on **Your** Vision Plan and making other changes. Such changes may be necessary for various reasons including for example, where **We** cease selling certain products or brands or there are material increases in **Our** costs in connection with such items and for other reasons.

4.3 Any changes to these Terms, the Price Guide and/or Privacy Notice will apply after 30 days from the date **You** are notified of the changes in writing to the email address provided in **Your** Account.

#### **5 Creation of an Account**

5.1 To create an Account, **You** will be required to provide to **Us**, **Your**:

- (a) full legal name;
- (b) residential address;

- (c) date of birth;
- (d) Nominated Payment Method;
- (e) email address; and
- (f) phone number.

5.2 It is a precondition of **Our** acceptance of **Your** membership offer that at the time of signing up to Vision Plan that **You** provide **Your** physical Drivers Licence, or such other suitable legal form of photo identification, to be sighted by OPSM staff in Store to confirm **Your** identity information in clause 5.1 provided when creating an Account.

5.3 **You** agree to maintain accurate, complete, and up-to-date information in **Your** Account.

5.4 At the time of creating an Account, **We** will authenticate **Your** Nominated Payment Method by processing a charge for a small amount, not exceeding 10c, to verify **Your** Payment Method. This charge will show in **Your** account as OPSM Vision Plan or OPSM Australia. This charge will be refunded to **You** within a reasonable time.

## **6 The Subscription**

6.1 Subscribing to Vision Plan will give **You** access to the purchase of Glasses and Services at a discounted price compared to their full recommended retail price. The level of discount between product will vary and **You** should review the applicable discount on each product before purchasing.

6.2 **You** agree to subscribe to one of the six levels of Plans as set out in the Price Guide and get the ability to use **Your** Code to purchase any of the Glasses expressly included in that Plan.

6.3 For each Vision Plan in **Your** Account, in consideration of the Payments **We** will deliver to **You** in **Your** Account 3 (three) Codes each valid for the purchase of a pair of Glasses (being a frame and a lens) in **Your** chosen Plan as outlined in the Price Guide. Each Code is valued at the Annual Price of **Your** Vision Plan. This entitles **You** to use **Your** three Codes to purchase three pairs of Glasses at any time during **Your** Vision Plan.

6.4 **You** may at any time, choose to use **Your** Code to purchase Glasses in a higher-level Plan, subject to payment of any Upgrade Price indicated on the Price Guide, directly in Store, in the same transaction in which **You** purchase **Your** Glasses using **Your** Code. **You** may additionally purchase other products or upgrades, for an additional fee, as indicated in the Price Guide.

- 6.5 A Code may be used at any time during the Initial Term or any Renewal Term of **Your** Contract.
- 6.6 This is a subscription for the purchase of prescription goods. It is a precondition of using any Codes that you have a current and valid prescription. You may be required to undergo an eye test at your own cost, prior to being able to use a Code to purchase Glasses in your Vision Plan.

## **7 Redemption of a Code**

- 7.1 To use one of the Codes for the purchase of a pair of Glasses, **You** must attend in Store at a participating OPSM and show the staff member one of **Your** three Codes generated in the Account. Only upon activation of a Code in Store will **We** then place an order for the Glasses chosen by **You**.
- 7.2 A Code has the value of **Your** annual Payment in **Your** Vision Plan as indicated on the Price Guide.
- 7.3 Glasses purchased under Vision Plan will be available to be collected from the Store.

## **8 Additional Plan Benefits**

- 8.1 With an active Vision Plan **You** will have access to complimentary benefits and discount offers as part of the Services. Each Vision Plan has different Services. **We** may change Services from time to time by notifying **You** of the change.
- 8.2 It is a condition of receipt and redemption of any Services that **You** have an active Vision Plan and have kept up to date with **Your** Payments. Termination of **Your** Vision Plan will result in the immediate cessation of access to all Services offered to **You** in Vision Plan.
- 8.3 The right to purchase Glasses under the Vision Plan using a Code is the core benefit of **Your** Vision Plan membership and other benefits that **We** offer from time to time are ancillary to the above. The Account may additionally generate Codes for the Services available to **You** in **Your** Plan, however Services are offered by **Us** to **You** on a complimentary and optional basis and are subject to change.
- 8.4 **We** reserve the right to change, cancel or cease the Services included in the Vision Plans at any time. Any Services that **You** do not use or access during **Your** Vision Plan, will immediately expire or cease (as the case may be) upon expiration or termination of **Your** Vision Plan. Each complimentary benefit or discount will be subject to its own expiry date which will be disclosed to **You** when published.
- 8.5 No other offer, discount or benefit can be used in conjunction with Vision Plan or any of the Services offered to Vision Plan members.

## **9 Initial term of Contract**

- 9.1 The Contract is for an initial term of 3 years (36 months) from the date **You** sign the Contract (**Initial Term**).

## **10 Your Contract will automatically renew at end of initial term**

- 10.1 At the end of the Initial Term the Contract will automatically renew annually every 12 months on these Terms (**Renewal Term**). This means that the Contract will continue for further 12 month terms.
- 10.2 **We** will give **You** 30 days prior notice of any automatic renewal of the Contract for a further 12 months. If there have been changes to these Terms, including the Price Guide or Privacy Notice, **We** will provide **You** with 30 days' notice of any change.
- 10.3 If **You** do not want the Contract to automatically renew for a further 12 months at the end of the Initial Term or any other Renewal Term (as applicable) **You** may notify **Us** of **Your** decision before the term of the Contract ends by contacting **Us** using any of the methods set out in the Details Schedule. If the Contract does automatically renew **You** may still terminate the Contract during the 12 month renewal term in accordance with clause 14.

## **11 Auto-Renewal of Subscription**

- 11.1 At each annual renewal of the Contract, one (1) additional Code will be automatically generated which can be used to purchase one (1) pair of Glasses from those provided in **Your** Vision Plan as detailed in the then current Price Guide.
- 11.2 Codes generated during Renewal Terms will be accessible by **You** on **Your** Account.

## **12 Payment of the Subscription**

- 12.1 In consideration for **Your** Vision Plan, **You** undertake to pay **Us** the annual price for the Vision Plan chosen by **You** indicated in the Price Guide, annually, for the Term of the Contract from **Your** Nominated Payment Method (**Payment**).
- 12.2 **Your** Payment will be due in monthly instalments (**Payment Instalment**), for the Term of this Contract. For **Your** initial Term, this will be 36 monthly instalments, which will be taken on **Your** choice of the 5th or 20th day of each month (**Payment Date**) from or using **Your** Nominated Payment Method. In any Renewal Term, this will be 12 monthly instalments.
- 12.3 **Your** first Payment Instalment will be charged to **Your** Nominated Payment Method on the same day as signing this Contract. Thereafter, the Payment Instalments will be taken in the following calendar month's nominated Payment Date.

- 12.4 **You** may nominate a credit or debit card of **Your** choosing as a Payment Method. **We** do not accept any other payment methods as a valid payment for Vision Plan.
- 12.5 **We** will charge the Nominated Payment Method in **Your** Account for any Payment Instalments due. Should payment from the Nominated Payment Method fail, **You** authorise **Us** to attempt to charge any other Payment Method in **Your** Account at the time a Payment Instalment is due in accordance with clause 13. If we cannot charge **You**, **You** remain responsible for any uncollected amounts, and we may attempt to charge you again or request that you provide another payment method.
- 12.6 By providing **Us** with a Payment Method in **Your** Account, **You** warrant to **Us** that:
- (a) **You** are the person responsible for and have authority to provide to **Us** the Payment Method;
  - (b) **You** authorise any payments or other amounts due under this Contract to be credited or debited to one of **Your** Payment Method/s; and
  - (c) **You** accept responsibility for all charges and/or debits made to or from **Your** Payment Method/s.
- 12.7 Health Fund Rebates and bulk billing (to the extent that a Service or Glasses is/are eligible), subject to any eligibility requirements, annual limits or restrictions, can be used or redeemed in connection with payments in relation to the Glasses and/or Services in the Plan.

### **13 Missed Payments**

- 13.1 **We** are not responsible for the failure of any Payment due, unless the payment failure is directly caused by **Our** negligence or breach of this Contract.
- 13.2 **You** must pay any payments or other funds due under this Contract on time and ensure there are sufficient funds available in **Your** Payment Method/s to effect payment. It is a condition of **Your** participation in Vision Plan that the terms of this Contract are complied with and that any Payment Instalments are up to date.
- 13.3 Failure to make any payment or Payment Instalments may result in termination of **Your** Vision Plan in accordance with clauses 12, 13 and 15 below. **We** may refuse to offer **You** another Vision Plan if **You** have missed any Payment Instalments under **Your** current or previous Vision Plan.

13.4 If **You** fail to make a payment or Payment Instalment:

- (a) **We** shall contact **You** by email, to inform **You** when **We** will proceed to make a new payment attempt;
- (b) further payment attempts will then be made:
  - (i) firstly, by charging the Nominated Payment Method in **Your** account; and
  - (ii) secondly, should the Nominated Payment Method fail, by charging any other Payment Method/s in **Your** Account;
- (c) **We** will disable **Your** ability to redeem any Codes available in **Your** Account until such time that **Your** Payments are up to date and paid in full. **You** will not have the ability to purchase any Glasses in **Your** Vision Plan and will cease having access to any Services.

13.5 **Your** monthly Payment Instalments will continue to fall due each month, even if **We** disable access to **Your** Codes or Account. If **You** miss multiple monthly Payments in a row, **We** will make payment attempts to recover these additional Payment Instalments in accordance with clause 13.4 and add the additional monthly fee due to any outstanding amounts owing to **Us**.

13.6 If Payments are not made within the time limits indicated in the above communication, OPSM may terminate this Contract.

13.7 **You** agree that we may appoint third party collections agencies to collect any amounts owing to us under these **Terms**. **You** may be liable for any additional costs incurred by Us to recover collect any amounts owing to us under these Terms.

#### **14 Your right to terminate the Vision Plan**

14.1 Cancelling **Your** Vision Plan will terminate this Contract. Terminating this Contract will end **Your** subscription to **Your** Vision Plan. In accordance with these Terms, **You** may cancel **Your** Vision Plan and terminate this Contract at any time and for any reason.

14.2 If **You** are having difficulty making **Your** Payments, please contact **Us** as soon as possible to discuss **Your** options. These options may include terminating **Your** Vision Plan, subject to the below, and allowing **You** to obtain a new Vision Plan of a lower value, should **You** wish.

14.3 **You** may cancel **Your** Vision Plan and terminate the Contract at any time by:

- (a) logging into **Your** Account and selecting the Vision Plan **You** wish to cancel (if **You** have more than one active Subscription Plan, **You** can decide which one to cancel);
- (b) attending in person in store at a participating OPSM and requesting to cancel **Your** Vision Plan by speaking to a member of Staff;
- (c) by contacting OPSM Customer Service on telephone number 1800 092 763;
- (d) by writing to the following email address: customerservice@opsmvisionplan.com.au.

Our OPSM Vision Plan Customer Service is open between the hours of 7am and 6pm AEDT/AEST.

14.4 If **You** choose to cancel **Your** Vision Plan by options 14.3(c) or 14.3(d) above, **We** may take up to 5 business days to process **Your** request. If **You** wish to cancel immediately, please log into **Your** Account and cancel, or visit **Us** in Store as outlined above.

## 15 **Our Termination of Vision Plan**

15.1 **We** can cancel an active Vision Plan and terminate this Contract, effective immediately, if:

- (a) **You** do not comply with **Your** Contract, including if **You** fail to comply with the requirements in clauses 12 and 13 of this Contract;
- (b) **You** do not agree to, or withdraw your agreement and/or consent, to clause 24, our Privacy Notice, and/or our OPSM Privacy Policy, as may be updated to you from time;
- (c) **We** determine **You** are ineligible to continue to hold an OPSM Vision Plan in accordance with clauses 3.5 and 3.6;
- (d) **You** fail to provide **Us** with a valid, active, Payment Method;
- (e) any payments fail to be paid when they are due;
- (f) **Your** account is a Dormant Account.

## 16 **Payments upon Termination**

16.1 Cancellation of Vision Plan is free and without penalty. If either **You** or **Us**:

- (a) **Cancel a Vision Plan and You have outstanding Payments due for Code(s) redeemed for Glasses** then **You** must pay, immediately upon cancellation, in a lump sum to **Us**, the full consideration owing to **Us** for any Code/s redeemed for

Glasses and not yet fully paid. **We** will advise **You** of this amount, if there are any sums owing, upon cancellation.

*For example, **We** will calculate any outstanding amounts owing as follows:*

$$\begin{array}{rcccl} \text{Amount owing} & & \text{Annual price} & & \text{Number of} & & \text{Total Payment} \\ \text{on cancellation} & = & \text{of **Your**} & \times & \text{Glasses} & - & \text{Instalments up} \\ & & \text{Vision Plan} & & \text{redeemed} & & \text{to date of} \\ & & & & & & \text{cancellation} \end{array}$$

- (b) **Cancel a Vision Plan and You have made Payments but have not redeemed Code/s paid for in part or in full:** then the amount paid in excess up to the date of cancellation shall be credited to **You** by **Us**, within 15 days, to the Nominated Payment Method in **Your** Account.

16.2 Upon termination **We** shall have the right to debit directly any outstanding amounts in accordance with clause 16.1(a) by:

- (a) firstly, charging the Nominated Payment Method in **Your** account; and
- (b) secondly, should the Nominated Payment Method fail, by charging any other Payment Method/s in **Your** Account; and
- (c) thirdly, by any other means permitted by law, without prejudice to the right of OPSM to compensation for any other costs or damages.

16.3 Upon cancellation of **Your** Vision Plan, **You** will immediately lose access to the Services offered in addition to **Your** Plan.

16.4 The same requirements for **You** to pay any outstanding amounts, or for **Us** to credit **You** in clause 16.1 will apply in the event of **Your** death.

## **17 Eyewear Protection Plan**

17.1 With each purchase of Glasses from **Us**, **You** will also have the option to enter into a second contract with **Us** for an Eyewear Protection Plan. **We** will give or send **You** a copy of the Eyewear Protection Plan pre-contract material and the Eyewear Protection Plan Policy. **You** are under no obligation to have the Eyewear Protection Plan and whether **You** have it or not will not affect the cost, or any other aspect, of **Your** Vision Plan.

## **18 Title and Risk**

- 18.1 Upon collection of the Glasses from the Store, or delivery of the Glasses to **Your** nominated address, **You** will acquire material possession of the Glasses and become the owner of the Glasses. From such time, any risk of loss, theft or damage will be borne by **You**.

## **19 Our Liability to You**

- 19.1 Nothing in these Terms seeks to exclude or limit **Our** liability for death or personal injury caused by **Our** negligence (including that of **Our** employees, agents or sub-contractors); for fraud or fraudulent misrepresentation; and/or for anything that cannot be limited or excluded by law.
- 19.2 Nothing in these Terms seeks to exclude or limit **Our** liability with respect to **Your** Statutory rights as a consumer, or the rights and guarantees afforded to **You** under the Australian Consumer Law.
- 19.3 **We** are not liable to **You** if **Your** Plan is cancelled or this Contract is terminated because Payments were not effected or received by **Us** due to matters outside **Our** or **Your** control.

## **20 Indemnification**

- 20.1 **You** are responsible to **Us** for any loss, costs (including reasonable legal fees), expense or damage suffered or incurred by **Us**:
- (a) in connection with any claim or demand made by **Us** or a third party due to or arising out of your breach of these Terms (including non-payment), or your breach of any law or the rights of a third party relating to your use of our Products or Website; and
  - (b) as a direct or indirect consequence of unauthorised users accessing your Account.
- 20.2 Your liability under clause 20.1 will be reduced proportionately to the extent that **We** or any of **Our** employees, contractors or agents, cause or contribute to the relevant claim, demand, loss or damage (including by way of negligent or reckless act or omission, or wilful default), or otherwise failed to take reasonable steps to mitigate the relevant claim, demand, loss or damage.

## **21 Force Majeure**

- 21.1 We shall not be liable for any delay or non-compliance with the Contract if such delay or non-compliance results from any unforeseeable, unavoidable event beyond **Our** reasonable control, such as accidents, compliance with mandatory legal provisions, judicial or administrative orders, trade sanctions or embargoes, trade union demands and strikes, fire,

flood, pandemic, adverse weather conditions, natural disaster or any other natural catastrophe.

## **22 Express Waiver**

- 22.1 **Our** delay in exercising or failure to exercise any right or remedy under this Contract shall not constitute a waiver of the rights and remedies under this Contract.

## **23 Severability**

- 23.1 If any provision of this Contract is deemed void, in whole or in part, to the extent possible, the remaining provisions of this Contract shall remain in full force and effect.

## **24 Processing of Personal Data**

- 24.1 By entering into this Contract, **You** undertake to provide **Us** with the necessary personal data for the fulfilment of this Contract.
- 24.2 The personal data communicated by **You** at the time of creating an Account will be processed by **Us** in accordance with **Our** Privacy Policy located at <https://www.opsm.com.au/privacy-policy> and the Privacy Notice at Annexure B, and any other applicable Australian legislation and/or regulations on the protection of personal data.
- 24.3 By subscribing to Vision Plan, **You** agree that **We** may provide **Your** personal data to:
- (a) a Credit Reference Agency appointed at the time, for the purposes of performing a Credit Search;
  - (b) a courier/delivery company where **You** elect to receive goods delivered to **Your** nominated address;
  - (c) the insurer under the Eyewear Protection Plan;
  - (d) to such third parties outlined in **Our** Privacy Policy and Privacy Notice;
  - (e) the third-party payment processor appointed at the time, for the purposes of taking payment in accordance with this Contract; and/or
  - (f) a third party collection agency appointed at the time, for the purposes of recovering any payments or amounts owing to **Us** under this Contract.

## **25 Governing Law**

- 25.1 These Terms, **Your** Vision Plan and the relationship between **You** and **Us** and any claim or dispute shall be governed by and construed in accordance with the laws of New South

Wales, Australia. Any dispute, proceedings or claim between **You** and **Us** relating to these Terms, **Your** Vision Plan, or the relationship between **You** and **Us** (whether contractual or otherwise) shall be subject to the jurisdiction of the Courts of New South Wales, Australia.

## **26 Contract details and Complaints**

- 26.1 **We** hope **You** are happy with **Your** Vision Plan but if **You** have any comments or concerns, **We** welcome **Your** feedback. **You** may contact **Us** at the Contact Details in the Details Schedule.
- 26.2 If **You** have any questions about meeting the Payments under this Contract, including if **You** are struggling with the monthly payments under this Contract, please contact **Us** at the Contact Details in the Details Schedule.

## **27 Other important terms**

- 27.1 **We** may transfer or assign **Our** obligations and rights under these Terms to a third party (such as in circumstances where **We** sell **Our** business). If this occurs, **You** will be informed by **Us** in writing. **Your** rights under these Terms will not be affected and **Our** obligations under **Your** Vision Plan will be transferred to the third party who will remain bound by them.
- 27.2 **You** may not transfer or assign **Your** obligations and rights under these Terms or under the Plan without **Our** written consent.
- 27.3 **Your** Vision Plan is between **You** and **Us**. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms.

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**Signature of Vision Plan Subscriber**

# Vision Plan™ PRICE GUIDE

## Annexure A Price Guide

SINGLE VISION				
LENS TYPE	Annual Vision Plan™ fee and Code redemption value	BASE \$30 Monthly	PLUS \$40 Monthly	DELUXE \$50 monthly
	Clear or Sun lens options included in plan	Clear lens	Clear lens	Clear & Sun lens
	Core Lenses	STANDARD SV	CLEAREDGE	EYEZEN® START/SUNFIT™
	Ray-Ban® Authentic	-	Ray-Ban® Equalised (SVRBF)	-
	Oakley® Authentic	-	OTD™ (SVOOF)	-
	Costa Del Mar Authentic	-	Costa Waypoint™ (SVCDMD)	-
LENS INDEX AVAILABILITY				
ANTI-REFLECTION COATING	Crizal® Rock/ Invisibles UV (Base & Plus plans) / Crizal® Sun Xprotect	1.50-1.59	1.50-1.59-1.60-1.67	1.59-1.60-1.67
	Crizal® Sapphire HR/Prevencia	✓ Rock/Invisibles	✓ Rock	✓ Xprotect only
LENS ENHANCEMENTS	Blue-Violet Light Filter	+\$10	+\$10	✓
	Transitions® Generation S/XTRActive New Generation	+\$50	+\$50	✓
	Transitions® XTRActive Polar	+\$150	+\$150	✓
	Ultra High-Index (1.74)	+\$180	+\$180	+\$30
LENS UPGRADE	Premium Design Upgrade (Eyezen® Boost)	N/A	+\$100	+\$100
SUN SOLUTION	Tint (+UV guard)/Mirror	-	-	+\$70
	Polarised	+\$50	+\$50	✓
MINIMUM FRAME PRICE PER TIER				
BRAND	Sferoflex, Vogue, Armani Exchange, Ralph	+\$110	+\$110	✓
	Costa Del Mar, Michael Kors, Ferrari Scuderia, Polo Ralph Lauren, Ray-Ban, Oakley, Coach	INCLUDED	-	-
	Persol, Swarovski, Oroton, Burberry, Versace	-	INCLUDED	INCLUDED
	Dolce & Gabbana, Jimmy Choo, Giorgio Armani, Prada Linea Rossa	-	-	-
	Prada, Miu Miu, Tiffany&Co., Oliver Peoples, Alain Mikli	-	-	+\$150
	Premium cleaning kit for glasses	3 kits	3 kits	3 kits
NUMBER OF COMPLIMENTARY BENEFITS*	Replacement lenses for significant Prescription change within 12 months**	1 per pair of glasses	1 per pair of glasses	1 per pair of glasses
	Sunglasses discount (30% off selected non-prescription sunglasses)	1	2	3
	12 month Eyewear Protection Plan (50% off)	-	3	3
	Ultra Wide Digital Retinal Scan discount (50% off)	-	3	3
PLAN UPGRADE COST	Single Vision glasses to the next Single Vision Plan™ tier	+\$120	+\$120	-
	Progressive plan upgrade (like for like plan type) from second glasses	+\$300	+\$360	+\$480

OPSM Vision Plan™ Membership Terms and Conditions apply. The Vision Plan™ offering and Complimentary Benefits cannot be combined with any other offer, benefit or discount. Monthly price quoted is the monthly price for each Vision Plan™, when split over a 3 year period. All additional costs quoted above must be paid when redeeming your Glasses and will not change the monthly cost of your Vision Plan™. This Price Guide, including any Complimentary Benefits may change from time to time. We will notify you of any changes. \*Complimentary benefits are available for a specified time frame only. Expiry dates, exclusions and further terms and conditions apply, see website for full details. \*\*Replacements are only available to eligible customers with significant script changes in the 12 months from date of purchase of Glasses in your Vision Plan™, and is offered at the sole discretion of our treating Optometrists at OPSM. Further eligibility requirements, terms and conditions apply, see website for full details.

# Vision Plan™ PRICE GUIDE

PROGRESSIVES		BASE \$55 Monthly	PLUS \$70 Monthly	DELUXE \$90 monthly
LENS TYPE	Annual Vision Plan™ fee and Code redemption value	\$860	\$840	\$1080
	Clear or Sun lens options included in plan	Clear lens	Physio: Clear lens SunFit: Sun lens	Clear & Sun lens
	General Assortment	VARILUX® COMFORT MAX	VARILUX® PHYSIO/SUNFIT	VARILUX® XR PRO
	Ray-Ban® Authentic	-	AMPLIFIED (MFRB5)	-
	Oakley® Authentic	-	OTD ELITE (MF005)	-
LENS INDEX AVAILABILITY	Costa Del Mar Authentic	-	C-SCAPE VISTA PLUS (MFCDM5)	-
		1.50-1.59	1.50-1.59-1.60-1.67	1.59-1.60-1.67
	Crizal® Rock/Crizal® Sun Xprotect	✓	✓	✓ Xprotect only
	Crizal® Sapphire HR/Prevencia	+\$10	+\$10	✓
	Blue-Violet Light Filter	+\$50	+\$50	✓ (minimum)
LENS ENHANCEMENTS	Transitions® Generation S/XTRActive New Generation	+\$150	+\$150	✓
	Transitions® XTRActive Polar	+\$180	N/A	N/A
	Ultra High-Index (1.74)	N/A	+\$100	+\$100
	Tint (+UV guard)/Mirror	+\$50	+\$50	✓
SUN SOLUTION	Polarised	+\$110	+\$110	✓
MINIMUM FRAME PRICE PER TIER		\$99	\$156	\$156
BRAND	Steroflex, Vogue, Armani Exchange, Ralph	INCLUDED	-	-
	Costa Del Mar, Michael Kors, Ferrari Scuderia, Polo Ralph Lauren, Ray-Ban, Oakley, Coach	-	INCLUDED	INCLUDED
	Persol, Swarovski, Oroton, Burberry, Versace	-		
	Dolce & Gabbana, Jimmy Choo, Giorgio Armani, Prada Linea Rossa	-	-	-
	Prada, Miu Miu, Tiffany&Co., Oliver Peoples, Alain Mikli	-	-	+\$150
INCLUSIONS	Premium cleaning kit for glasses	3 kits	3 kits	3 kits
NUMBER OF COMPLIMENTARY BENEFITS*	Replacement Lenses for significant Prescription change within 12 months**	1 per pair of glasses	1 per pair of glasses	1 per pair of glasses
	Sunglasses discount (30% off selected non-prescription sunglasses)	1	2	3
	12 month Eyewear Protection Plan (50% off)	-	3	3
	Ultra Wide Digital Retinal Scan discount (50% off)	-	3	3
PLAN UPGRADE COST	Upgrade glasses to the next Progressive plan tier	+\$180	+\$240	-

OPSM Vision Plan™ Membership Terms and Conditions apply. The Vision Plan™ offering and Complimentary Benefits cannot be combined with any other offer, benefit or discount. Monthly price quoted is the monthly price for each Vision Plan™, when split over a 3 year period. All additional costs quoted above must be paid when redeeming your Glasses and will not change the monthly cost of your Vision Plan™. This Price Guide, including any Complimentary Benefits may change from time to time. We will notify you of any changes. \*Complimentary benefits are available for a specified time frame only. Expiry dates, exclusions and further terms and conditions apply, see website for full details. \*\*Replacements are only available to eligible customers with significant script changes in the 12 months from date of purchase of Glasses in your Vision Plan™, and is offered at the sole discretion of our treating Optometrists at OPSM. Further eligibility requirements, terms and conditions apply, see website for full details.

## **Annexure B Privacy Notice**

### **EssilorLuxottica Vision Plan Privacy Notice**

Luxottica and its related bodies corporate know that you care how information about you is used and recognises the importance of protecting the privacy and the rights of individuals in relation to their personal information.

This Privacy Notice is for the purpose of compliance with the *Privacy Act 1988* (Cth) (**Privacy Act**) that explains how we collect and manage your personal information when subscribing to Vision Plan.

In this Privacy Notice, “Luxottica”, “we”, “our”, “us” refers to Luxottica Retail Australia Pty Limited (ACN 000 025 758), their related bodies corporate, and the ultimate holding company EssilorLuxottica, including related entities and stores that trade under the brand “OPSM”, “Ray-Ban”, “Sunglass Hut”, “Laubman & Pank” and “Oakley”.

This Privacy Notice should be read together with our Privacy Policy, which includes further information about how we handle your personal information, including how you can access or correct the personal information we hold about you and how you can make a complaint if you think we have breached the Privacy Act. Our Privacy Policy is available at <https://www.opsm.com.au/privacy-policy> or by calling 1800 626 300 (for Australia).

### **What Personal Information We Collect**

We may collect the following types of personal information when you subscribe to Vision Plan:

- Name
- Contact details (e.g., email address, phone number)
- Date of birth
- Address
- Financial data relating to the chosen payment method (credit or debit card, etc.) for the instalments of the amount due.

- Health information regarding your Vision Plan tier.
- Technical information regarding portal features
- Any other information you provide to us.

We may also collect other types of information we inform you about when interacting with our other brands and services. For more information about how we manage your information more broadly, please refer to our Privacy Policy available at <https://www.opsm.com.au/privacy-policy>.

### **How We Collect Personal Information**

We collect your personal information in various ways, including:

- Directly from you when you create an account
- Through our website and online services
- When you contact our customer support services
- Automatically through cookies and other tracking technologies

We may collect your Information from you directly or from third parties, such as service providers including those who assist with operating Vision Plan’s services.

Providing your personal and health-related information for participation in the Vision Plan is optional. However, without this information or consent to its processing, participation in the Vision Plan will not be possible.

### **Why We Collect Personal Information**

We collect your personal information for the following purposes:

1. To ensure the provision of the service and to enable participation in the Vision Plan, as well as for the subsequent management and performance of the contractual relationship.
2. Purposes related to the management of the Vision Plan (e.g., administrative, accounting, tax, and financial obligations).
3. To manufacture the lenses and glasses for which the Vision Plan is made.
4. Send you marketing and promotional materials (with your consent).
5. Conduct research and analysis.
6. Personalise your experience with our services.
7. Any purpose which is required or authorised by law.

Your consent forms the basis for collecting and processing data to fulfill the purposes outlined in this notice and to ensure the proper execution and management of the agreement with Luxottica.

### **Disclosure of Your Information**

Luxottica may disclose your information to:

- Luxottica's related entities
- Operational service providers, including payment providers and third parties required for the management of the Vision Plan Management Platform.
- Debt collection agencies in the event of a default
- Other entities where permitted or required by law.

We may need to share your information with entities located overseas. The primary reason for sharing information with overseas entities is that some of our related entities, which support our technology, operations, and customer service teams, are based overseas.

These entities are located in the following countries:

- Italy
- Netherlands
- North America

Additionally, we might need to share your information with third parties, such as service providers who help us deliver the products and services you are entitled to under the Vision Plan, who are also located outside Australia, including in Italy, Netherlands, North America.

## **Security of Your Information**

We take reasonable steps to protect your personal information from misuse, interference, loss, unauthorised access, modification, or disclosure.

We use a variety of security measures, including;

- encryption;
- role based access controls;
- lock out controls;

to safeguard your information.

The personal data provided will be processed by adequately trained staff of Luxottica. Luxottica will not communicate or disseminate any personal and/or health-related data to third parties or suppliers, unless properly contracted to provide assistance in relation to the Vision Plan.

## **Third Party Personal Information**

Please ensure that you share this notice with anyone whose personal information you plan to provide to us, so they can understand how Luxottica will manage their personal information.

## **Retention and Deletion**

You have the right to access and correct your personal information held by us. If you wish to access or correct your information, please contact us using the details provided below.

We retain your Personal Information for a period necessary to achieve the purposes for which they were collected or for any other legitimate purposes, including any retention periods prescribed under applicable laws.

## **Complaints and Contact Information**

If you have any questions, concerns, or complaints about our privacy practices, please contact us at:

Luxottica Retail Australia Pty Limited

Vision Services

Customerservice@opsmvisionplan.com.au

1800 092 763

Level 34-36, 1 Denison Street, North Sydney, NSW 2060

We will respond to your inquiry or complaint as soon as possible.

## **Changes to this Notice**

We may periodically update this Notice. You can access a copy the most recent version in the Privacy section of the Vision Plan Portal.

This Privacy Notice was last updated on 16 September 2024.