

All varieties of "Go FRANKS! VIP Membership Cards" will give access to book a "day-tour" on Frankland Islands at a discounted rate and this will include:

- Morning and Afternoon Tea
- Tropical Lunch Buffet
- Use of Snorkelling Equipment
- Use of stinger suits (Summer Only)
- Guided Island walk
- Snorkelling tour with Marine Biologist
- EMC and Fees
- Ability to book on line
- Minimum of 20 seats available daily (until sold)

By purchasing one of the varieties of "Go FRANKS! VIP Membership Card" listed in clause 1 of these Terms and Conditions ("VIP Membership Card") you are deemed to have accepted these Terms and Conditions of use. These Terms and Conditions are inherent characteristics of every "Go FRANKS! VIP Membership Card" and are independent from and can not be varied (other than in accordance with clause 21 of these Terms and Conditions) by any other contract relating to a "Go FRANKS! VIP Membership Card". Purchase and use of a "Go FRANKS! VIP Membership Card" is in accordance with the regulations of Frankland Islands Cruises Pty Ltd copy of which are available online www.franklands.com.au, please ensure that you agree to be bound by these regulations before purchasing your "Go FRANKS! VIP Membership Card".

"GO FRANKS! VIP MEMBERSHIP CARD" TERMS AND CONDITIONS OF USE

A "Go FRANKS! VIP Membership Card" will be only be valid when it is used and/or presented by the name holder, it displays a photograph which must be a true likeness of the holder and it is within the validity period (as defined in clause 4). Photocopies of a "Go FRANKS! VIP Membership Card" will not be accepted. Any use or attempted use of an annual pass in breach of these terms and conditions or the relevant Frankland Islands Cruises Pty Ltd regulations will result in "Go FRANKS! VIP Membership Card" being revoked without compensation. For the avoidance of doubt, pass sharing is a breach of these terms and conditions and any attempted use of a "Go FRANKS! VIP Membership Card" by someone other than the photographed and named holder, regardless of reason, will result in access being refused and "Go FRANKS! VIP Membership Card" being revoked without compensation to any person including the name holder.

1. The varieties of "Go FRANKS! VIP Membership Card" available for purchase are:
 - 1.1. ADULT 12 months membership
 - 1.2. CHILD 12 months membership (from 4 to 14 years old)
 - 1.3. FAMILY 12 months membership (2 adults and 2 children of the same family)
2. Each "Go FRANKS! VIP Membership Card" holders will be issued their own "Go FRANKS! VIP Membership Card" and will be required to supply the following:
 - 2.1. their first name and surname;
 - 2.2. their date of birth;
 - 2.3. their residential address;
 - 2.4. a contact telephone number;
 - 2.5. a contact email address;
 - 2.6. a credit card details in the event of a purchase via credit cards; and
 - 2.7. a photograph which must be a true likeness of the holder.

Each family member will be issued with his or her own "Go FRANKS! VIP Membership Card" and, for the avoidance of doubt, will be required to supply listed in clause 2.

3. *The purchaser of a "Go FRANKS! VIP Membership Card" must be 18 years or over (and if purchasing a "Go FRANKS! VIP Membership Card" on behalf of a minor as part of a Family "Go FRANKS! VIP Membership Card" the purchaser confirms that they are acting as agent for and on behalf of that minor and that the minor fully understands and agrees to these Terms and Conditions).*
4. *A "Go FRANKS! VIP Membership Card" entitles the purchaser to admission to the Frankland Islands day tour for a period of 12 months from the date of issue ("Validity Period") and is subject to the operating calendars of Frankland Islands Cruises Pty Ltd and any applicable exclusion dates.*

The "valid from" and "valid until" dates will be printed on the "Go FRANKS! VIP Membership Card" when issued. Please check Frankland Islands opening and closing dates and the "Go FRANKS! VIP Membership Card" exclusions before your visit.
5. *Frankland Islands Cruises Pty Ltd, in its absolute discretion, reserves the right to vary the operating dates, remove or cancel all or any part of the activities for any reason including, but non being limited to technical, health, weather and safety and/or operational reasons or due to special events or private functions. For the avoidance of the doubt, the full value or any part of the value of the "Go FRANKS! VIP Membership Card" will not be refunded nor will any compensation be payable if any of the extra activities become unavailable.*
6. *"Go FRANKS! VIP Membership Card" will give access to book a "day-tour" on Frankland Islands and this will include:*
 - 6.1. *Morning and Afternoon Tea*
 - 6.2. *Tropical Lunch Buffet*
 - 6.3. *Use of Snorkelling Equipment*
 - 6.4. *Use of stinger suits (Summer Only)*
 - 6.5. *Guided Island walk*
 - 6.6. *Snorkelling tour with Marine Biologist*
 - 6.7. *EMC and Fees*
 - 6.8. *Ability to book on line*
 - 6.9. *Minimum of 20 seats available daily (until sold)*
7. *A "Go FRANKS! VIP Membership Card" is subject to additional charges for any extra activity like:*
 - 7.1. *Semi submersible*
 - 7.2. *Advance Snorkelling Tour*
 - 7.3. *Kids Club*
 - 7.4. *Transfers*
 - 7.5. *Scuba diving*
 - 7.6. *Special equipment hire*
 - 7.7. *Transfers to the camping ground on Russell Islands*
8. *All "Go FRANKS! VIP Membership Cards" remain the property of Frankland Islands Cruises Pty Ltd and can be withdrawn at any time. "Go FRANKS! VIP Membership Cards" are non-transferable and cannot be sold, loaned or given away to or used by a third party. A "Go FRANKS! VIP Membership Card" will automatically be deemed void and shall be revoked without compensation if sold, loaned or given away or if any attempt is made to sell, loan or give away a "Go FRANKS! VIP Membership Card". Access will be denied to any activities and/or day-tour in the event of fraud or misuse of the "Go FRANKS! VIP Membership Card", and the "Go FRANKS! VIP Membership Card" will be withdrawn from any person whose conduct is deemed to be inappropriate in the absolute discretion of the Frankland Islands Cruises Pty Ltd. Inappropriate conduct includes, but is not limited to, allowing or assisting a third party to attempt to gain unauthorised or improper access to any activity with a "Go FRANKS! VIP Membership Card" of which they are not the valid holder. For the avoidance of doubt no refund will be given in such circumstances.*
9. *A "Go FRANKS! VIP Membership Card" that is discovered to have been purchased through illegal methods including but not being limited to the use of fraudulent debit/credit cards will be revoked without compensation.*
10. *Possession of a "Go FRANKS! VIP Membership Card" does not guarantee entry to the Frankland Islands day tour. The management, acting reasonably, reserves the right to refuse admission for any reason and at any time.*
11. *Possession or use of the "Go FRANKS! VIP Membership Card" does not guarantee immediate access to the Frankland Islands day tour during peak times.*
12. *Access to the Frankland Islands day tour by use of a "Go FRANKS! VIP Membership Card" will not be permitted in the event that a valid ID card and "Go FRANKS! VIP Membership Card" cannot be presented for any reason, including, but not being limited to, the "Go FRANKS! VIP*

Membership Card" lost, stolen or forgotten. Failure to present a valid "Go FRANKS! VIP Membership Card" will result in a charge of the "day tour" retail price, which will be non-refundable.

13. A lost, stolen and/or damaged "Go FRANKS! VIP Membership Card" should be reported to the Frankland Islands Cruises Pty Ltd immediately. Contact details can be found on the Frankland Islands Cruises website (www.franklandislands.com.au)
14. In the event of a lost, stolen and/or damaged "Go FRANKS! VIP Membership Card" the Frankland Islands Cruises Pty Ltd will re-issue a replacement "Go FRANKS! VIP Membership Card". Replacement "Go FRANKS! VIP Membership Cards" will only be issued at the original issuing location to the individual whose details have been provided in accordance with clause 2. An administration fee of \$20.00 will be charged for the re-issue of each lost or damaged "Go FRANKS! VIP Membership Card". The re-issue of stolen Annual Passes will also be subject to the \$20.00 re-issue fee unless the holder can provide Frankland Islands Cruises Pty Ltd with the relevant crime reference number when requesting that the "Go FRANKS! VIP Membership Card" is re-issued.
15. Unless stated otherwise, a "Go FRANKS! VIP Membership Card" cannot be used in conjunction with any promotional offer, discount or retail incentive.
16. Refunds are not available in any circumstances. This does not affect your statutory rights as a consumer.
17. "Go FRANKS! VIP Membership Card" can be used up to and including the "valid until" date.
18. Frankland Islands Cruises Pty Ltd reserves the right to use "Go FRANKS! VIP Membership Card" holder's details to contact them in relation to service information, including, but not being limited to, information about changes to these Terms and Conditions of use, expiry and/or renewal reminders. The Frankland Islands Cruises Pty Ltd also reserves the right to use "Go FRANKS! VIP Membership Card" holder's details for marketing purposes for its products and events or in relation to any initial public offering (IPO) announcement made by Frankland Islands Cruises Pty Ltd unless that "Go FRANKS! VIP Membership Card" holder has opted out of receiving such information. If you wish to opt out of receiving such information at any time please contact us by email via res@franklands.com.au or by post at Frankland Islands Pty Ltd PO BOX 1938 Cairns.
19. Frankland Islands Cruises Pty Ltd shall only use "Go FRANKS! VIP Membership Card" holder's details under clause 18 in accordance with the Frankland Islands Pty Ltd Privacy Policy that can be viewed at www.franklandislands.com.au. For the avoidance of doubt, agreeing to these Terms and Conditions without "opting out" will be deemed to be an indication of your wish to receive direct marketing material or e-mail updates from Frankland Islands Cruises Pty Ltd.
20. Frankland Islands Pty Ltd is entitled, in its absolute discretion, to change the price payable for its "Go FRANKS! VIP Membership Card" at any time and for any reason and may from time to time offer pricing or promotional offers for specific activities, online, via telephone or through third party channels.
21. Frankland Islands Cruises Pty Ltd reserves the right to vary these Terms and Conditions by giving "Go FRANKS! VIP Membership Card" holders no less than 30 days' written notice of such variation by using the details provided in accordance with clause 2.