

MIGHTLY REWARDS CARD

Terms & Conditions

1. NATURE OF THE AGREEMENT

1.1 This agreement (Agreement) is between you (Customer Member) and the store at which you applied for membership (Store) to the Mitre 10 Mighty Rewards Program (Program).

The Store is a member of the Mitre 10 Group and participates in the Program administered by Mitre 10 Australia Pty Ltd (ABN 98 009 713 704).

1.2 Members of the Program can earn and redeem Points and receive certain rewards, benefits, discounts or special offers as offered by the Store or Mitre 10 Australia from time to time.

2. BECOMING A MEMBER

2.1 An individual personal customer (not a trader, body corporate – i.e. company – or business) may become a member of the Program by completing and returning this application form and being issued with a membership card (Card).

2.2 In applying for and using the Card the Customer Member agrees to be bound by these terms and conditions, as varied from time to time, and any terms and conditions issued by the Store (available on request).

2.3 The Store may refuse to accept a person as a Member of the Program at its discretion.

3. ACCEPTANCE

3.1 Once your Mighty Rewards Account has been activated you will receive a Welcome email that will include your log-in details to the Program website,

www.mightyrewards.com.au

4. NON-ACCEPTANCE

4.1 If you do not wish to accept these conditions, please return the card to the store at which you received it.

5. EARNING POINTS

5.1 On presentation of your Card, you will automatically earn Mighty Rewards Points with every qualifying purchase made at your nominated Mitre 10 store selected during your initial application.

5.2 You will earn 5 Mighty Rewards base points for every full \$1 dollar spent. For example if you purchase \$20.00 you will earn points on the \$20.00 being 100 points. If you purchase \$19.85 you will earn points on the \$19 being 95 points.

5.3 Points may be earned on any purchase, excluding Gift cards, services, and any trade or other products as specified by your nominated Mitre 10 store. Please refer to your nominated store for the full list of excluded products or services.

5.4 Points cannot be earned or redeemed at any other Mitre 10 store unless it was clearly specified in your application brochure that your card can be used at other locations. From time to time you may also earn Bonus Points with every qualifying purchase made during a special promotion run by the Store, which will be communicated to you.

6. USING POINTS

6.1 There is no minimum number of points required before you can redeem. Redemptions can be made in increments of cents. To redeem your Mighty Helpful Rewards Points, present your Card and any further identification requested when you make your purchase at your nominated Mitre 10 store.

6.2 You should check any restrictions that may be in place before redeeming your Mighty Helpful Rewards Points.

6.3 Mighty Helpful Rewards Points cannot be redeemed for cash and you cannot redeem Points at any other Mitre 10 store unless it was clearly specified in your application brochure that you could redeem Points at other locations.

7. POINTS EXPIRY

7.1 Mighty Rewards Points will expire in 12 months from the date of qualifying purchase unless redeemed prior.

8. REFUNDS

8.1 If you obtain a refund for any goods purchased where you have earned Mighty Rewards Points, the total amount of Points earned will be deducted from your Mighty Rewards account.

9. GENERAL

9.1 You can check your available Mighty Rewards Points Balance and other details by logging into www.mightyrewards.com.au or dropping into your nominated Mitre 10 store. You will be required to provide your Card number and personal details to access your account online.

9.2 You will receive regular Mighty Rewards communications showing the Mighty Helpful Rewards Points you have accumulated to that date and other marketing communication from Mitre 10 such as in store events, special promotions, new products, etc

9.3 Mitre 10 reserves the right to modify the Mighty Rewards Program at any time without prior notification. Check the website for the current Program terms and conditions.

9.4 Your nominated Mitre 10 store may end their participation in the Program at any time and the earning and redeeming of Points cannot be guaranteed on an ongoing basis. Your store will give you 3 months notice of the close down of the Program. If you do not redeem your available Points within that period they will expire.

9.5 Membership in the Mighty Rewards Program will be cancelled immediately and all accumulated Points will be forfeited if a Customer Member is apprehended shoplifting or defrauding the Program or any Participating Organisation in any way.

9.6 If Mitre 10 decides to close the Program, Mitre 10 will give you 3 months notice of the close down by advertising in the public notice columns in the major daily newspapers and with details on the website. If you do not redeem your available Points within that period they will expire.

9.7 To the maximum extent permitted by law, the Store and Mitre 10: (a) expressly exclude any conditions or warranties (whether express or implied and whether arising under statute or otherwise) as to the condition, quality or fitness for any purpose of any goods or services supplied by the Store in connection with the Program; and (b) expressly exclude any and all liability for any loss or damage (whether arising out of breach of these terms and conditions, tort or statute) suffered or incurred by a Customer Member as a result of any act or omission of the Store or Mitre 10 (or their subcontractors or affiliates) in relation to the Program, including without limitation, any change to, suspension, or termination of, the Program, the cancellation of any person's membership in the Program, or any errors or omissions in recording or issuing Points.

10. CARDS

10.1 The Card is not a credit card or charge card, is not transferable (except that the Customer Member may permit their immediate family to use the Card), and remains the property of the Store and Mitre 10.

10.2 Customer Members must immediately notify the Store if they change their address or alternatively update their address details online by logging into their Mighty Rewards Account.

10.3 Customer Members must immediately notify the Store if their Card is lost or stolen or if an unauthorised transaction takes place in relation to the Card.

10.4 To the extent permitted by law, the Store and Mitre 10 are not liable for any delay in replacing a Card or for any unauthorised use of the Card.

11. LIABILITY

11.1 To the extent permitted by law, Mitre 10 and the Store are not liable for any loss a Customer Member or third party may suffer, whether directly or indirectly, under or in relation to this Agreement or the Program, including without limitation, any change to, suspension, or termination, of the Program, or the Store ceasing to participate in the Program.

12. PRIVACY

12.1 You are required to provide personal details to allow Mitre 10 to contact you on any general Program information that needs to be communicated to you.

12.2 From time to time Mitre 10 will send you promotional information such as details of points that may be expiring, exclusive member rewards, benefits, discounts or special offers as offered by the Store or Mitre 10. You have the option of selecting either EMAIL or SMS/MMS, or both forms of promotional communication. If you wish to amend any details please log into www.mightyrewards.com.au to update your privacy details.