

## GO Electrical Pty Ltd

### Points 2 GO Rewards Programme Terms and Conditions

#### 1. Definitions

- a) Participant – the GO Electrical Trade Customer who is participating in the Programme
- b) Programme – Points 2 GO Rewards Programme
- c) GO Electrical – GO Electrical Pty Ltd (Division of Metal Manufactures Ltd)
- d) P2GO Points / points – the points earned by the Participant under the Programme and which may be redeemed for rewards offered under the Programme
- e) Programme Account – The programme account at GO Electrical opened for a Participant for the sole purpose of accruing points and redeeming rewards
- f) Trading Account – The trading/credit account of the Participant held with GO Electrical.

#### 2. Acceptance of Terms and Conditions

- a) The completion of the registration form for the Points 2 GO Rewards Programme by a Participant constitutes agreement by that Participant to these terms and conditions and their application to the Programme.

#### 3. Eligibility

- a) Only Trade Customers of GO Electrical who have a valid and active Trading Account are eligible to apply to register for the Programme. Eligibility as a Trade Customer is determined by GO Electrical (in its sole discretion).
- b) Participation in the Programme is by invitation only and a completed registration form is subject to acceptance by GO Electrical (in its sole discretion).
- c) Participation in the Programme will commence from the time the registration has been accepted by GO Electrical.
- d) Staff of GO Electrical are not eligible to participate in the Programme.

#### 4. Programme Dates

- a) The Programme operates on a yearly validity period starting on 01 January each year.
- b) Points will be earned from the date the registration has been accepted by GO Electrical.
- c) Customers must reapply annually to remain on the program from 01 January 2019. All applications are to be received no later than 28<sup>th</sup> February each year however Go Electrical may at its sole discretion extend this deadline.

#### 5. Earning Points

- a) Participants in the Programme will earn points at a rate of 01 P2GO Point for every \$100.00 net spent on the purchase of Preferred Supplier Products through the Participant's Trading Account. All purchase dollar values exclude GST. Preferred Supplier Products are the products classified by GO Electrical from time to time as Preferred Supplier Products. Go Electrical may change the classification of a product at any time (for example, by making it no longer a Preferred Supplier Product) at its sole discretion.
- b) Participants may earn extra points by achieving target purchase plans agreed with GO Electrical from time to time at GO Electrical's discretion.
- c) Go Electrical may from time to time run promotions which will allow Participants to obtain bonus points.
- d) Points earned in the Programme are the property of the Participant (the Trading Account holder named in the relevant Programme registration form) and are not transferable to any other person, entity or Programme Account unless agreed in writing by Go Electrical.
- e) Appropriate deductions will be made to the points earned in the Programme by a Participant where purchased Preferred Supplier Products are returned for credit.
- f) Appropriate adjustments will be made to the points earned in the Programme by a Participant where

necessary to reflect any correction by Go Electrical of a billing error.

- g) Go Electrical has no responsibility or liability to a Participant where goods are not available for purchase from Go Electrical for any reason and this means that a Participant is not able to earn points on a desired purchase.

#### 6. Points Expiry or Cancellation

- a) If a Participant closes its Trading Account with Go Electrical and the account is fully paid, then the Participant has until the end of the following month to redeem its points. Points still remaining in the Programme Account after that will expire.
- b) Participants are required to hold an active Trading Account with Go Electrical and comply with the terms and conditions of that account. If a Participant maintains a Trading Account with Go Electrical but the account is inactive for a period of 12 months, then all points in the Programme Account of the Participant will be forfeited at the end of that 12 month period of inactivity.
- c) Points earned in the programme from 1 July 2016 onwards will, if not redeemed beforehand, expire on the date that is three years after the date on which the points were earned.
- d) Failure by the Participant to comply with the terms and conditions (including agreed payment terms) of its Trading Account may, at the sole discretion of Go Electrical, result in (i) purchases of Preferred Supplier Products made, while the Trading Account terms are not being complied with, not earning points, (ii) the cancellation of some or all of the points held by that Participant and/or (iii) the forfeiture of all rewards claimed but not yet delivered.
- e) At the discretion of GO Electrical, points will be forfeited if the Trading Account payment terms fall outside those authorised by Go Electrical.

#### 7. Rewards and Rewards Redemption

A Participant must earn 100 points or more to be eligible to claim its first reward. Once the 100 points threshold has been reached, rewards may be claimed to any value to which the Participant is entitled.

- a) A Participant may only claim a reward if it has sufficient points for the reward being claimed.
- b) A Participant may only claim and may only receive a reward if its Trading Account is operating within the payment terms then agreed between the Participant and Go Electrical.
- c) Rewards are issued to and are the property of the Participant (the Trading Account holder named in the relevant Programme registration form).
- d) The number of points used for a reward claim will be deducted from the points balance of the Participant's Programme Account.
- e) A reward claim, to be valid, must contain a nomination of a person to whom the reward is to be delivered if the reward cannot be delivered to the Participant. The reward remains the property of the Participant.
- f) No cash buy-in or cash part payment from a Participant for rewards will be permitted other than with the prior approval of Go Electrical, in its sole discretion.
- g) All rewards are subject to the specific conditions on which the provider of the reward makes the reward available. If there is any inconsistency between them and these terms and conditions, the specific conditions prevail.
- h) Rewards received by Participants are supplied to the Participant by the manufacturer, supplier or agent and come with the manufacturer's or supplier's or agent's guarantee or warranty (if any) only and no further guarantee or warranty is provided by GO Electrical. No claim for refund of points or any other form of

## GO Electrical Pty Ltd

### Points 2 GO Rewards Programme Terms and Conditions

compensation may be made on GO Electrical in the event of any rewards returns, faulty rewards or unsatisfactory service affecting the Participant.

- i) GO Electrical is not responsible for lost or stolen rewards, including rewards lost or stolen during the course of delivery.
- j) GO Electrical accepts no liability or responsibility for damage or loss to persons or property caused directly or indirectly by any reward received under the Points 2 GO Rewards Programme.
- k) No cash payment will be made for any unredeemed points in any circumstances.
- l) Generally, please allow up to 30 days for processing and delivery of rewards. Sometimes, due to seasonal demands, high volume or delays (among other things), processing and delivery may take longer than this.
- m) Due to suppliers' Christmas break any rewards a Participant wishes to have delivered before Christmas must be requested prior to 09 December. Deliveries requested between 23 December and 15 January may be delayed until after 15 January.

#### 8. Cancellation of Participation and Programme Termination

- a) GO Electrical may terminate a Participant's participation in the Programme without notice for any reason including, without limitation, if the Participant:
  - o fails to comply with these Programme terms and conditions;
  - o abuses any privilege accorded to the Participants under the Programme;
  - o supplies any misleading information or makes any misrepresentations to GO Electrical in connection with the Programme;
  - o becomes bankrupt or, if the Participant is a company, becomes insolvent, goes into receivership or liquidation or is sold.
- b) If a Participant's participation in the Programme is terminated under the above condition, then any points held by the Participant may, at the sole discretion of Go Electrical, be cancelled.
- c) A Participant may terminate their participation in the Programme at any time by giving written notice to GO Electrical.
- d) GO Electrical may suspend or terminate the Programme at any time at its sole discretion without prior notice. At the termination of the Programme, any unredeemed points become the property of GO Electrical. GO Electrical will not be liable for any loss or claim arising from the suspension or termination of the Programme including (without limitation) any claim for a points balance in a Participant's Programme Account at the time of suspension or termination of the Programme.

#### 9. Information Collected

- a) By registering into the Programme Participants authorise the GO Electrical to seek access to, collect and use information about them for the purposes of marketing, planning, development and administration of the Programme.

#### 10. General

- a) Participants are solely responsible for any tax, duty or other charge imposed by law in relation to the Participants involvement in the Programme, any points earned or redeemed by the Participant or any other transaction of the Participant within the Programme. Participants should seek advice from their own taxation adviser or accountant.
- b) The decision of GO Electrical in all matters relating to the interpretation and the application of these terms and conditions will be final and binding on all

applicants and registered Participants. No correspondence will be entered into.

#### 11. Changes to these Terms and Conditions

- a) Go Electrical may change these terms and conditions at any time without notice and any changes take effect from the date on which the changed terms and conditions are uploaded to the GO Electrical website – [www.goelectrical.com.au](http://www.goelectrical.com.au). These terms and conditions were last updated in January 2019.
- b) Changes may include (but not be limited to) changes to:
  - the rewards available;
  - the way Participants earn points;
  - the way Participants can redeem points;
  - the number of points required to obtain a reward; or
  - the number of points awarded and point conversion rates.

Any of these changes may be made even if they affect points Participants have already earned.