

## Maxliner Rewards Member Terms & Conditions

The Maxliner Rewards Program is governed by the terms and conditions as outlined herein ("Terms and Conditions") and these Terms and Conditions replace all other terms and conditions. The Customer consents to the Terms and Conditions by the Merchant (Vandapac Australia Pty. Ltd. T/A Maxliner) enrolling the Customer as a Member into any affiliated Smart Loyalty Program or Initiative.

The Merchant, Member and Smart Loyalty Australia Pty Ltd ("Smart Loyalty") are bound by these Terms and Conditions as they relate to each of them individually and/or collectively.

- A. Smart Loyalty operates and administers a rewards Program pursuant to which Customers of the Merchant gain Points in exchange for purchases from the Merchant.
- B. Once enrolled in a Smart Loyalty Program the Customer becomes a Member and Points from Eligible Transactions are credited to the Member's Account.
- C. The Customer wishes the Merchant to enrol the Customer into the Program as a Member.
- D. The Member wishes to utilise and be party to the Program and to obtain benefits offered by Smart Loyalty, the Merchant and/or other participating merchants.
- E. An agreement between the Merchant and Smart Loyalty ("the Agreement") governs the provisions by which Smart Loyalty provides and administers the Program and by which the Merchant participates in the Program.

### 1. Definitions

In these Terms and Conditions, unless the context otherwise requires:

- 1.1 *Customer* means a customer of the Merchant.
- 1.2 *Eligible Transactions* means purchases by the Member from the Merchant of goods or services supplied by the Merchant for which the Merchant wishes to award Points.
- 1.3 *Member* means any Customer accepted by the Merchant as being eligible to accrue Points.
- 1.4 *Member's Account* means the Member's account administered by Smart Loyalty to which Points are credited and from which Rewards are deducted.
- 1.5 *Merchant* means the party that wishes to enrol their customers in the Program and that is a party to the Agreement.
- 1.6 *Points* means the points that are credited to the Member's Account from Eligible Transactions through participation in the Program.
- 1.7 *Program* means the rewards Program operated by Smart Loyalty as contemplated by these Terms and Conditions.
- 1.8 *Rewards* means products or services that are purchased through the Program by the redemption of Points by the Member.

### 2. Governing Laws

These Terms and Conditions shall be governed by the laws of Australia and the Parties submit to the exclusive jurisdiction of the courts of Australia.

### 3. Accrual of Points

- 3.1 Points shall be accrued by the Member only in respect of Eligible Transactions that have been authorised by the Merchant and notified to Smart Loyalty pursuant to the Agreement.
- 3.2 On a monthly basis the Merchant will advise Smart Loyalty of the Points to be credited to the Member's Account and make all necessary payments to Smart Loyalty in relation to those Points pursuant to the Agreement.
- 3.3 Points will be allocated to the Member's Account following payment by the Member pursuant to clause 3.2.
- 3.4 Points accrued by the Member will expire three (3) years after the date they have been credited to the Member's Account.
- 3.5 Points used to claim Rewards will be utilised on a 'first-in first-out' basis such that they will be deducted from the Points first credited to the Member's Account and provided such Points have not expired.

**4. Modification of Terms & Conditions**

**4.1** Without prejudice to Smart Loyalty’s rights under clause 11.2 it is agreed that, with the consent of the Merchant, Smart Loyalty may vary these Terms and Conditions at any time by providing written notice of the variation to the last known address of the Member.

**4.2** A modification to the Terms and Conditions made pursuant to clause 4.1 hereof may not affect the Points then accrued to the Members Account through use (other than by the Member) forfeiture or expiry.

**5. Responsibilities of the Merchant and Smart Loyalty**

**5.1** The allocation of Points is solely the responsibility of the Merchant and any claim by a Member with regard to allocation of Points will be resolved between the Member and the Merchant.

**5.2** The redemption and administration of Points and the provision of Rewards under the Program are solely the responsibility of Smart Loyalty and any claim by a Member with regard to redemption or administration of Points or the provision of Rewards under the Program will be resolved between the Member and Smart Loyalty.

**5.3** It is acknowledged that Smart Loyalty is a service provider for the provision of the Program and the Merchant is not a joint venturer, subcontractor, agent, servant, or employee of Smart Loyalty.

**5.4** Neither Smart Loyalty nor the Merchant shall be liable or responsible to any person or company for or on account of any error in the allocation or calculation of Points and in no circumstance shall Smart Loyalty or the Merchant be held liable for any loss of business or profits or for any other consequential loss or damage suffered by the Member or any other person or company in relation to the provision of the Program.

**6. Termination by the Member**

**6.1** Failure to comply with the terms and conditions.

**6.2** Supplying any misleading information or making misrepresentations to Smart Loyalty.

**6.3** Membership of the Program may be terminated by the Member providing notice in writing to the Merchant or to Smart Loyalty that the Member wishes to be removed as a Member of the Program.

**6.4** Points in the Member’s Account will be forfeited on termination of membership if not redeemed pursuant to these Terms and Conditions.

**6.5** Points are not transferable or assignable and cannot be converted for cash.

**6.6** Death or bankruptcy of a member.

**7. Termination by the Merchant or Smart Loyalty**

**7.1** The Program will terminate immediately in the event that Smart Loyalty enters into liquidation, becomes insolvent, ceases to trade or decides to discontinue the Program (“Termination”) and the Member will be notified of Termination by Smart Loyalty and will be entitled to redeem all of the available Points in the Member’s Account at the date of Termination in Rewards.

**7.2** In the event that Smart Loyalty has sent notice of Termination to the Member’s last known address and the Member has not redeemed the Points in the Member’s Account within three (3) months of such notification being sent to the Member then Smart Loyalty shall have no further obligation to the Member for the redemption of Points and those Points will become the property of Smart Loyalty.

**8. Notice**

**8.1** Any notice or communication given to Smart Loyalty pursuant to these Terms and Conditions shall be given to the postal or email address specified at clause 11.3.

**8.2** Any notice or communication given to the Member pursuant to these Terms and Conditions shall be given to the address specified by the Member or to such other address as the Member has specified in writing to the Merchant and Smart Loyalty.

**9. Smart Loyalty Personal Information Notice**

**9.1** Smart Loyalty will collect information about the Member including information provided:

**9.1.1** by the Merchant (and other merchants participating in the Program) concerning Eligible Transactions; and

**9.1.2** from other sources as required to ensure that the Member obtains the maximum benefit from membership in the Program.

**9.2** The Member consents to Smart Loyalty and the Merchant collecting information in relation to the Member and utilising it:

**9.2.1** to promote services offered by all participating merchants relating to the Program including but not limited to special product offers, discounts on purchases, special savings, and collection of Points.

**9.2.2** for marketing, product development and research purposes; and

**9.2.3** for disclosure to merchants in distributing promotional information.

**9.3** Information in relation to the Member will be held by Smart Loyalty at its premises in Hamilton and pursuant to the provisions of the Privacy Act 2020 the Member may make written request for access to and correction of personal information held by Smart Loyalty. Please see our [Privacy Policy](#) for more information.

**9.4** A fee to cover the reasonable costs incurred by Smart Loyalty in responding to a request for information by the Member may be charged and if a fee is payable then Smart Loyalty will advise the Member of the amount of the fee and obtain payment before responding to the request.

## **10. Liability**

**10.1** Smart Loyalty will not be liable for:

**10.1.1** Any failure or delay by a Merchant to notify Smart Loyalty of an Eligible Transaction.

**10.1.2** Any loss, theft, or damage to any Rewards in the course of post or delivery.

**10.1.3** Any Reward not being available for any reason.

**10.1.4** Any failure by the Reward provider to meet the terms and conditions, the schedule of Rewards, participating companies qualifying goods and services and/or number of Points which will be recorded or deducted in relation to any Rewards.

**10.2** All conditions and warranties whether expressed or implied and whether arising under legislation or otherwise as to the condition, suitability, quality, fitness, or safety of any Rewards supplied under the Program are expressly excluded to the full extent permitted by law.

**10.3** Any liability Smart Loyalty may have to a member under legislation in respect of Rewards which cannot be excluded is limited where permitted to supplying or paying the cost of supplying the Rewards again or repairing or paying the cost of repairing Rewards at Smart Loyalty's option.

**10.4** Smart Loyalty provides the Program for participating businesses and each exclusion or limitation of liability in these terms and conditions also applies to each of those participating businesses and their directors, employees, and agents.

## **11. General**

**11.1** The determination of liability for any government levies or taxes or other expenses or charges arising out of the accrual or conversion of Points or claiming of Rewards under the Program shall be the sole responsibility of the Member.

**11.2** Smart loyalty reserves the right to cancel, change or substitute any reward and specific term and condition of a reward or its redemption at any time with or without prior notice.

**11.3** The details of notice for Smart Loyalty are:

Smart Loyalty Australia  
PO Box 69  
Port Kembla NSW 2505  
Phone: 1800 618 863

Email: [info@smart-loyalty.com.au](mailto:info@smart-loyalty.com.au)