

MIGHTY REWARDS TERMS & CONDITIONS

1. Definitions and Interpretation

“Additional Cardholder” is a person nominated by the Customer Member to earn Mighty Rewards points allocated to the Customer Member’s Mighty Rewards membership.

“Bonus Mighty Rewards Points” means the extra Mighty Rewards Points earned as a result of other promotional or incentive programs offered from time to time.

“Customer Member” means an individual who has applied for Membership in accordance with these Terms and Conditions, whose application for Membership has been accepted by or on behalf of Mitre 10 by the Mitre 10 website or as communicated via email and who agrees to be bound by these Terms and Conditions.

“Card” means the physical membership card issued by Mitre 10 to a Customer Member instore or where no card is issued, the Customer Member login allocated to the Customer Member or the Mighty Rewards Digital Membership Card downloaded to the Customer Member’s mobile device.

“Eligible Transaction” is a transaction where a Mighty Rewards Membership number is scanned in store, Member number is advised over the phone or Mighty Rewards account email address is entered on the Website for the purchase of eligible goods from a Mitre 10 store or the Website.

“Membership” means access to membership to the Mighty Rewards Program and access to the associated benefits of being a Customer Member of Mighty Rewards.

“Membership Year” means 12 months from (a) the date the Customer Member joined Mighty Rewards or (b) the date that the Customer Member changed tiers, whichever date is the later, and each anniversary of such date. This period will determine for which Membership Tier a Customer Member qualifies.

“Mighty Rewards Dollars” means the Dollar conversion of Mighty Rewards Points earned.

“Mighty Rewards Points” means the points earned by a Customer Member for each Dollar spent at Mitre 10 instore or online, or as varied from time to time in accordance with clause 10 (iii) of these Terms and Conditions.

“Mighty Rewards Spend” means the total cash dollar value spent by a Customer Member on all Eligible Transactions instore or online throughout the Membership Year after all discounts, returns and redemptions have been applied. This amount will determine which membership Tier a Customer Member qualifies for.

“Mighty Rewards Digital Membership Card” means the Mighty Rewards digital membership card on a mobile device that Customer Members can use to identify themselves at the time of purchase and where they can view their Member account. This can be added to your Apple or Android Digital Wallet or Stocard app.

“Mitre 10” means Mitre 10 Australia Pty Ltd, ABN: 98 009 713 704.

“**Mitre 10 Online**” means the Mitre 10 online store at www.mitre10.com.au.

“**Privacy Act**” means the *Privacy Act 1988* (Cth).

“**Privacy Policy**” means the Metcash Privacy Policy published on www.mitre10.com.au/legal

“**Program**” means the Mighty Rewards loyalty and membership program to which these Terms and Conditions apply.

“**Promotional Communications**” means correspondence detailing points balance, expiring points, exclusive Customer Member rewards, benefits, discounts or special offers and other marketing communication by a participating Store, Mitre 10

“**Rewards**” refers to credit rewards given to Customer Members as a consequence of purchasing behaviours, incentives and/or promotions. Customer Members are notified of Rewards via email.

“**Store**” means any store from time to time trading under the Mitre 10 name and brand as found on the website <https://www.mitre10.com.au/stores> that participates in the Mighty Rewards Program.

“**Term**” means the period from the date of notification of acceptance of the application for Membership via electronic mail and continues subject to the suspension, termination or cancellation of the Membership by the Customer Member, Mitre 10 or the Mitre 10 Store.

“**Terms and Conditions**” means the Terms and Conditions applicable to the Mighty Rewards Program as set out here, as may be amended from time to time in accordance with clause 11.

“**Tier**” is the current status at any given time of the Customer Member in the Mighty Rewards Program and is determined by the amount of Mighty Rewards Spend in a consecutive 12 month period.

A reference to “**we**”, “**us**” or “**our**” is a reference to the Mitre 10 Store. A reference to “**you**” or “**your**” is a reference to a “Customer Member”.

References to dollar amounts are in Australian currency. All prices quoted in Mighty Rewards Member communications include GST unless stated otherwise.

2. NATURE OF THE AGREEMENT

- i. This agreement (“**Agreement**”) is between you (“**Customer Member**”) and the Mitre 10 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).
- ii. Customer Members of the Program may earn and redeem Mighty Rewards Points and receive certain Rewards, benefits, discounts or special offers as offered by participating Stores, or other programs as included by Mitre 10 Australia from time to time.

3. BECOMING A MEMBER

- i. Membership is free and available to individual persons who are Australian Residents over 18 and may be applied for:
 - a. in store, by completing and returning an application form; or
 - b. online, by signing up at com.au

- ii. Incorporated traders and body corporates (e.g. a company or business with an ABN) are excluded from becoming Customer Members.
- iii. The Customer Member will be issued with a Membership Card. By default, Membership Cards will be issued digitally via email once the Program is joined. If applying in store, Customer Members can request a hard copy Membership Card (where available).
- iv. 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, in accordance with the terms set out below, and any additional terms and conditions issued by the Store (available on request).
- v. Individuals under the age of 18 who wish to become Customer Members in the Program, must have their parent or guardian's approval to join the Mighty Rewards Program. The parent or guardian will need to read these Terms and Conditions. If a Customer Member is under 18 when they join, we will assume that these requirements have been complied with.
- vi. The Store may refuse to accept a person as a Customer Member of the Program at its absolute discretion.
- vii. An individual may not have more than one Membership at any one time and must provide a valid and unique email address. You may also provide additional personal information when you create your Membership account, which will be collected and handled in accordance with these Terms and Conditions and our Privacy Notice.
- viii. All Members will be assigned a Membership number. This number will be used for identification purposes.
- ix. It is the Customer Member's responsibility to inform us immediately of any changes to personal details (including, but not limited to, changes to email address, postal address or phone number). If we do not have your correct and up to date personal details, we may not be able to contact you about your account or send you offers, Rewards or Promotional Communications.
- x. If you join Mighty Rewards, you agree and consent to us collecting your personal information and receiving communications from us via email, SMS, mail and push notifications (unless you have opted out), including for the purposes outlined in the Privacy Policy.

4. ACCEPTANCE

- i. By applying to become a Mighty Rewards Customer Member you fully and unconditionally accept and agree to these Terms and Conditions.
- ii. If you do not agree with these Terms and Conditions, you must not apply to become a Customer Member or, if you are currently a Customer Member and do not agree with these Terms and Conditions as amended from time to time, you must terminate your Membership by contacting us.

5. MEMBERSHIP TIERS AND MOVEMENT

- i. Mighty Rewards Membership is tiered according to a Customer Member's Mighty Rewards Spend on eligible purchases at Mitre 10 both instore and online at mitre10.com.au (after all discounts, returns and Mighty Rewards Points redemptions have been applied) for every Eligible Transaction in the Membership Year.
 - ii. The Program includes three tiers. The below table sets out how much you need to spend on Eligible Transactions during your Membership Year to reach or retain each Tier:
 - a. Mighty Blue (\$0-\$499 Mighty Rewards Spend in a Membership Year);
 - b. Mighty Silver (\$500- \$1249 Mighty Rewards Spend in a Membership Year); and
 - c. Mighty Gold (\$1250+ Mighty Rewards Spend in a Membership Year).
- *To receive Birthday and Welcome Rewards, you must have a valid email address on your account.*
 - *To receive a Welcome to Tier Reward, a new Customer Member must sign up and make a transaction within 30 days on enrolment date.*

- *To receive Birthday Rewards, Mighty Silver and Mighty Gold Customer Members must have been a Customer Member for at least one month prior to your Birthday and have a valid Date of Birth recorded on your account. Only one birthday reward will be issued in a 365 day period.*

**Annual spend is the Mighty Rewards Spend in a Membership Year.*

- *+Free Delivery is available to Mighty Gold Customer Members on eligible online purchases made via Mitre 10 Online and Deign 10 Online. Mighty Gold Customer Members must be logged onto your account online to be eligible for Free Online Delivery. Offer subject to additional exclusions. Additional terms and conditions may apply. Shipping excludes hazardous goods, selected delivery areas and bulky items. Total order weight must be under 40kg. Some delivery areas are excluded. Some items are excluded from this offer, these may include items deemed too bulky, items identified as being dangerous to transport or items delivered directly from a third party supplier. Excluded items are clearly identified within the checkout process. Items are delivered to you from a local Mitre 10 store and there may be some areas within a metropolitan region that these stores cannot deliver to. This will be clearly identified within the checkout process.*
- iii. We reserve the right to change or update the spend balance required for a particular Tier or the benefits provided under a particular Tier from time to time.
 - iv. A Customer Member may automatically progress to a higher Tier in the Mighty Rewards Program at any time when that Customer Member's Mighty Rewards Spend qualifies them to progress to the higher Tier.
 - v. When the Customer Member qualifies for and progresses to a higher Tier with an Eligible Transaction, the Customer Member's Mighty Rewards Spend will be reset to zero dollars and a new Membership Year commencement date will be recalculated and begin on the date that the Customer Member moved Tiers.
 - vi. The full dollar value of the Eligible Transaction qualifying the Customer Member to move Tiers will carry over and count towards the Customer Member's Mighty Rewards Spend in the new Membership Year. For example, if a Mighty Rewards Blue Member spends \$150 on an Eligible Transaction and \$50 of that spend qualifies them to progress to a higher Tier, the full \$150 will carry over to their new Membership Year and will count towards them retaining their Tier.
 - vii. A Customer Member's Mighty Rewards Spend balance from the previous Tier or previous Membership Year, does not carry over to a new Membership Year or to the Customer Member's new Tier Mighty Rewards Spend balance.
 - viii. A Customer Member's Mighty Rewards Spend is reviewed annually upon their Membership Year anniversary date, and a Customer Member will, depending on their Mighty Rewards Spend, be adjusted to either retain their Membership Tier or move Tiers to reflect their Mighty Rewards Spend.
 - ix. Any change to a Membership Tier will be notified to the Customer Member by Mitre 10 via email. The Customer Member's Mighty Rewards Spend balance resets to zero dollars.
 - x. Online orders placed 72 hours (or less) prior to the end of the Membership Year may be excluded from the Member's achieving a Mighty Rewards Spend for that year due to processing times.
 - xi. Visit Mitre 10 Online for details of the current features and benefits of the Mighty Rewards Program and Membership Tiers .

6. EARNING POINTS

- i. A Customer Member will earn Mighty Rewards Points for every full dollar spent with every Eligible Transaction made at a participating Stores or online via Mitre 10 Online

- ii. To ensure Mighty Rewards Points are earned instore, the Customer Member should identify themselves as a Customer Member prior to purchase, by either presenting their Card or providing the email address associated to their Membership. If shopping online, Customer Members must ensure they log into their online account using their registered email address prior to completing their online purchase. If a Customer Member uses the guest checkout to make a purchase, the purchase will not be counted as an Eligible Transaction and will not count towards their Mighty Rewards Spend balance.
- iii. Only one Customer Member account can be presented for each transaction.
- iv. Upon the occurrence of an Eligible Transaction, Mighty Rewards Points will be automatically added to the Customer Member's Mighty Rewards Points balance and will be reflected on the account within 24 hours of the Eligible Transaction.
- v. Mighty Rewards Points will not be earned on the purchase of gift cards, shipping/delivery charges, services, trade account purchases, or other excluded products (as determined by Mitre 10 or the Store at its full discretion) and rentals unless otherwise agreed to in writing by the Mighty Rewards Points cannot be issued on purchases where the grant of points would otherwise be prohibited by law.
- vi. From time to time you may also earn Bonus Mighty Rewards Points or offers with an Eligible Transaction made during a special promotion or as a result of promotional or incentive programs offered by Mitre 10. Bonus Mighty Rewards Points may be subject to specific terms and conditions and expiry dates.
- vii. Under circumstances where a purchase is made partly by Mighty Rewards Points and partly by cash, Mighty Rewards Points will be earned only upon the value paid by cash. For example, if you purchase an item for \$100 and part of the purchase is paid for using a \$10 Welcome to Tier Reward, you will receive 90 Mighty Rewards points.
- viii. In regard to lay-by sales, Mighty Rewards Points will be assigned to a Customer Member's account once the lay-by has been finalised and paid for in full.
- ix. Mitre 10 reserves the right to not award Mighty Rewards Points if Mitre 10 reasonably believes that the Mighty Rewards Points have been fraudulently or otherwise unlawfully earned, or that an Eligible Transaction did not occur.
- x. Customer Members may submit a request to claim Mighty Rewards Points where the Customer Member failed to identify themselves to the Mitre 10 Store at the time of purchase. A Customer Member must provide the request together with a valid Mitre 10 receipt within 30 days of purchase by presenting it to a Mitre 10 Store or emailing the request with sufficient details of the transaction and a legible copy of the receipt to mightyrewards@mitre10.com.au. Allocation of Mighty Rewards Points in this instance is at the discretion of the Store where the original purchase was made.
- xi. The Customer Member is responsible for determining the tax consequences of receiving Mighty Rewards Points and Bonus Mighty Rewards Points and Rewards. Mitre 10 does not accept any responsibility for any income tax liability a Customer Member may incur under the Mighty Rewards program.

7. REDEEMING POINTS

- i. Mighty Rewards Points cannot be redeemed on purchases of Gift cards, shipping charges, [services], trade account purchases, or other excluded products (as determined by Mitre 10 at its full discretion) and rentals unless otherwise agreed to in writing by the Points may be redeemed as payment for any part of a lay-by purchase at the Store's discretion.
- ii. Only Mighty Rewards Points from one Mighty Rewards Customer Member can be redeemed per transaction.
- iii. Mighty Rewards Points cannot be redeemed for cash and are not transferable.
- iv. Customer Members should check any product exclusions that may be in place before redeeming Mighty Rewards Points.

- v. Customer Members must have a minimum balance of \$1 or more to redeem Mighty Rewards Points. Only full dollar redemptions will be accepted.
- vi. Your Mighty Rewards Points balance can be viewed and redeemed online at Mitre 10 Online, using your Customer Member online account.
- vii. To redeem Mighty Rewards Points, a Customer Member must present their Mighty Rewards Card and any further identification requested when a purchase is made at a participating Store.

8. POINTS EXPIRY

- i. Mighty Rewards Points will expire 12 months from the date of a Customer Member's last Eligible Transaction unless redeemed prior. Mighty Rewards Points will not be extended past their expiry date.
- ii. If a Customer Member's Mighty Rewards Points expire, the Membership remains active.
- iii. Rewards and Bonus Mighty Rewards Points may include specific expiry dates at which point they will no longer be available for redemption. Customer Members should read the applicable terms and conditions for those special offers.

9. REWARDS

- i. Mitre 10 may apply a Reward to a Customer Member's account in accordance with any advertised Customer Member Reward promotion.
- ii. Rewards cannot be sold, transferred or assigned and are not redeemable for cash or any other like instruments.
- iii. If a Mighty Rewards Membership is terminated, a Member's account is suspended, or the Mighty Rewards program is suspended, all outstanding and future points, bonus points and Rewards will no longer be valid and will be rendered null and void.
- iv. There may be a 24 hour delay between a Reward appearing on a Customer Member's account and the same Reward being available for redemption, in which case Customer Members may not be able to redeem their Reward until this period has passed.
- v. All Rewards have an expiry date at which point they will no longer be available for redemption.
- vi. Only Rewards from one Mighty Rewards Customer Member account can be presented or redeemed per transaction.
- vii. Rewards can only be redeemed once. If a Customer Member attempts to redeem a Reward more than once, the subsequent transaction will be later declined and Mitre 10's customer support team will contact the Customer Member.
- viii. Rewards may be redeemed as payment for any part of a lay-by purchase at the Store's discretion.
- ix. Rewards cannot be redeemed on the purchase of gift cards, shipping/delivery charges, services, trade account purchases, or other excluded products (as determined by Mitre 10 at its full discretion) and rentals unless otherwise agreed to in writing by the
- x. Rewards cannot be used in conjunction with any other offer or redemption unless otherwise indicated at time of offer.
- xi. If a Customer Member wishes to return a purchase that has resulted in the Customer Member earning a Reward, Mitre 10 will process the return and deduct any Rewards earned on the initial transaction purchase.

10. REFUNDS

- i. If a Customer Member obtains a refund for any goods the subject of an Eligible Transaction where Mighty Rewards Points were earned, the total amount of Points earned will be deducted from the relevant Mighty Rewards account.

- ii. If a Customer Member obtains a refund for any goods purchased using Mighty Rewards Points in partial or full payment, any Points used will not be re-credited to the Customer Member's account. It is at the discretion of the participating Store as to how to reimburse the value of the Mighty Rewards Points initially redeemed. This may be by way of bonus points added to the account, a credit voucher or a discount on a future purchase.
- iii. If you have redeemed your points before returning the product, this may cause your Mighty Rewards Points balance to go into a negative value.

11. GENERAL

- i. Customer Members can check their available Mighty Rewards Points Balance and other details by logging in to their online account via Mitre 10 Online, or by visiting their local participating Store.
- ii. Customer Members will receive regular Promotional Communications.
- iii. Mitre 10 reserves the right to modify the Mighty Rewards Program Terms and Conditions at any time and will give one month's prior notification by email where this occurs. Customer Members can always check the Mitre 10 website for the current Program terms and conditions. You agree that you will notify your Additional Cardholder (if any) of any material changes to these Terms.
- iv. Mitre 10 Stores may end their participation in the Program at any time or close or transfer ownership of their business. In such cases, Customer Members agree that Mitre 10 may transfer their personal information to another participating store in the Mighty Rewards Program that is convenient to the Customer Member's location or to the purchaser of the store's business where possible in order to continue their participation in the Mighty Rewards Program.
- v. Customer Members may opt out of the Program and cancel their Membership at any time for any reason.
- vi. 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.
- vii. If Mitre 10 decides to close the Program, Mitre 10 will provide up to 3 months' notice of the closure by advertising on the Mitre 10 website and by emailing or texting Customer Members notice of same. If available Points are not redeemed within that period they will expire. If any change to the Mighty Rewards Program or these Terms and Conditions negatively affects a Customer Member's Points or their redemption entitlements, or otherwise reduces rights or entitlements, Mitre 10 will provide at least 2 months' notice via the email address registered with each account. Customer Members should keep their email address updated and not unsubscribed for this purpose. If any change is not acceptable to the Customer Member, they can cancel their Mighty Rewards Membership and forfeit all points, bonus points and Rewards attached to the account.
- viii. To the maximum extent permitted by law and save for the application of the Australian Consumer Law, all participating Stores 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 a 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 Customer Member's membership in the Program, or any errors or omissions in recording or issuing Points, unless caused by the negligence of a participating Store or Mitre 10.
- ix. Mitre 10 will not accept any liability for any Member Email that is misdirected, lost or not received.
- x. Mitre 10 may deduct from your Mighty rewards points balance any points that have been credited to your Program Account in error or as a result of an error, relating to a transaction that

has been cancelled, reversed or refunded; or relating to any suspected fraudulent activity. We will notify you of any such deductions.

12. CARDS

- i. The Card is not a credit card or charge card, is not transferable and remains the property of Mitre 10.
- ii. Customer Members must immediately notify a participating Mitre 10 Store if their Card is lost or stolen or if an unauthorised transaction takes place in relation to the Card.
- iii. To the extent permitted by law, participating Mitre 10 Stores and Mitre 10 are not liable for any delay in replacing a Card or for any unauthorised use of the Card.
- iv. Customer Members are also able to download a digital version of their Card to their digital wallet via a link in their welcome email.
- v. A Customer Member may nominate to have an Additional Cardholder. The issuance of an Additional Cardholder is at the absolute discretion of the Store. An Additional Cardholder may earn Mighty Rewards Points on your behalf. An Additional Cardholder can not redeem Mighty Rewards Points. The Additional Cardholder can only make changes to their email and phone number (where provided) not changes relating to the Customer Member. The Additional Cardholder can also request to remove themselves from the Membership if they no longer wish to participate in the program. An Additional Cardholder must be present instore at the time of issuing a membership card and provide proof of identify and consent to these Terms.

13. LIABILITY

To the extent permitted by law, neither Mitre 10, nor each participating Store are liable for any loss a Customer Member or third party may suffer, whether directly or indirectly, under or in relation to these terms and conditions or the Program, including without limitation, any change to, suspension, or termination, of the Program, or a participating Store ceasing to participate in the Program unless caused by the negligence of Mitre 10 or a participating Store.

14. PRIVACY

- i. Customer Members are required to provide personal information (including a valid email address and mobile telephone number) in order for participating Stores to contact them about any general program information. This information may also be provided to other participating Stores where:
 - a. the Customer Member is able to earn Mighty Rewards Points on purchases;
 - b. the Customer Member is sent Promotional Communications that Mitre 10, another participating Store considers may be of interest to the Customer Member; or
 - c. the Customer Member needs to be contacted for a reason related to the Mighty Rewards Program.
- ii. From time-to-time Mitre 10, and participating Stores will send the Customer Member Promotional Communications. Customer Members have the option of selecting either EMAIL or SMS or both forms for Promotional Communications. If a Customer Member wishes to amend any details they can email mightyrewards@mitre10.com.au to update their personal information or log on to their Mighty Rewards account online.
- iii. Customer Members can opt-out of Promotional Communications or participation in the entire Program at any time by emailing that email address or by contacting a participating Store in person.

- iv. Database Consultants Australia is the service provider for the Mighty Rewards Program and receives the personal information of Customer Members for the purpose of administering this Program.
- v. Mitre 10 collects and analyses the purchase history of Customer Members to manage and improve the Mighty Rewards Program and send special offers that are relevant to them.
- vi. Mitre 10 complies with the Privacy Act 1988 and the Australian Privacy Principles. Mitre 10 collects, uses and discloses personal information as set out in its [Privacy Policy](#).
- vii. Mitre 10 may update its Privacy Policy from time to time and will provide notification by email when this is done.

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