



VIP Rewards Terms and Conditions

NATURE OF THE AGREEMENT

1.1 This agreement (Agreement) is between you (Customer Member) and the Paint Place store at which you applied for membership (Store) to the Paint Place VIP Rewards Program (Program). The Store is a member of the Paint Place Group and participates in the Program administered by **Paint Place Group of Stores Pty Ltd, ABN 46 011 026 458**

1.2 Members of the Program may earn and redeem Points and receive certain rewards, benefits, discounts, or special offers as offered by the Store, other stores participating in the Program or Paint Place Group from time to time.

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 the application and being issued with a membership card.

2.2 A Trader, Company or Business that is already receiving a Trade Discount from the store, may become a member of this program but it is at the discretion of the store. The store may choose to not offer the ability to earn points as the member will have already received the equivalent through an instore discount.

2.3 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).

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

ACCEPTANCE

3.1 Once your VIP Rewards account has been activated you will be able to redeem points. By accepting to become a VIP Member, you authorise your Nominated store and Paint place Group Office to use your provided email address and mobile number to receive newsletters, notifications and promotional material.

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 and/or delete any copies of the Card from your devices.

EARNING POINTS

5.1 On presentation of your Card, you will earn VIP Rewards Points with every qualifying purchase made at your nominated Paint Place Store selected during your initial application.

5.2 You will earn base points for every qualifying purchase (Points). For example if you are earning a base rate of 5 points per dollar and you purchase \$20.00 you will earn points on the \$20.00 being 100 points. Please refer to your local Store for any queries regarding your base rate.

5.3 Points may be earned on any purchase, excluding Gift cards, services, and any trade or other products and purchases through trade accounts as specified by your nominated Paint Place 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 Paint Place store unless advised. From time to time you may also earn Bonus Points with qualifying purchases made during a special promotion, which will be communicated to you via your provided email address.

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 VIP Rewards Points, present your Card and any further identification requested when you make your purchase at your nominated Paint Place Store.

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

6.3 VIP Rewards Points cannot be redeemed for cash and you cannot redeem Points at any other Paint Place Store unless advised.

POINTS EXPIRY

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

REFUNDS

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

8.2 If you obtain a refund for any goods purchased using your VIP Rewards Points in partial or full payment, any Points used will not be re-credited to your Account. It is at the discretion of the individual store as to how to reimburse you on the value of the VIP Rewards Points you redeemed. This may be by way of a bonus points added to your account, or a discount on a future purchase.

GENERAL

9.1 You can check your available VIP Rewards Points Balance and other details by visiting your nominated Paint Place Store. You will be required to provide your Card number and personal details to access your account.

9.2 You will receive regular VIP Rewards communications with your VIP Rewards Points balance and other marketing communication from Paint Place such as in store events, special promotions, new products, etc.

9.3 Paint Place reserves the right to modify the VIP Rewards Program at any time without prior notification. Check the website for the current Program terms and conditions.

9.4 Your nominated Paint Place 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 1 months' notice of the close down of the Program. If you do not redeem your available Points within that period they will expire. You agree that Paint Place may transfer your personal information to a participating store in the VIP Rewards Program that is convenient to you. You may opt out of the Program at the time.

9.5 Membership in the VIP 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 Paint Place decides to close the Program, Paint Place will give you up to 3 months' notice of the close by advertising on the Paint place website and by emailing or texting you notice of same. If you do not redeem your available Points within that period they will expire.

9.7 To the maximum extent permitted by law and save for the application of the Australian Consumer Law, the Store and Paint Place: (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 Paint Place (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.

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 Paint Place.

10.2 Customer Members must immediately notify the Store if they change their address or contact details.

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 Paint Place are not liable for any delay in replacing a Card or for any unauthorised use of the Card.

LIABILITY

11.1 To the extent permitted by law, Paint Place 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.

PRIVACY

12.1 You are required to provide personal information and an email and mobile number in order for Paint Place and the Store to contact you on any general program information you need to be aware of. This may also be provided to other participating stores where: (a) you are able to earn VIP Rewards Points on purchases; (b) you are sent Promotional Communications that Paint Place or another store consider may be of interest to you; or (c) you need to be contacted for a reason related to the VIP Rewards Program.

12.2 From time-to-time Paint Place and the Store 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 Paint Place. You have the option of selecting either EMAIL or SMS or both forms of promotional communication. If you wish to amend any details, please contact your nominated store to update your personal information. You can opt-out of Promotional Communications or participation in the entire Program at any time by contacting your local Store.

12.3 Paint Place Group is the service provider for the VIP Rewards Program and receives your personal information for the purpose of administering this Program.

12.4 Paint Place collects and analyses your purchase history to manage and improve the VIP Rewards Program and send special offers that are relevant to you.

12.5 Paint Place complies with the Privacy Act 1988 and the Australian Privacy Principles. Paint Place collects, uses, and discloses personal information as set out in its Privacy Policy which can be viewed at <https://www.paintplace.com.au/privacy>

12.6 Paint Place may update its Privacy Policy from time to time without notice. It is the members responsibility to ensure they are up to date with these changes.