## **INSIDER™** Rewards – Program Terms and Conditions

#### 1 Introduction

Total Tools Insider Rewards (also "INSIDER™ Rewards") is a customer rewards program ("program") managed and conducted by Total Tools Importing Pty Ltd ABN 18 084 220 342. In consideration of Total Tools registering you as a Member of INSIDER™ Rewards, you agree to be bound by the following Terms and Conditions which apply to all Members of INSIDER™ Rewards. The completed registration instore, online or via the INSIDER™ Rewards App forms part of these Terms and Conditions. Any enquires regarding these Terms and Conditions should be by email to <a href="mailto:insider@totaltools.com.au">insider@totaltools.com.au</a> or in writing to The Marketing Team, 20 Thackray Road, Port Melbourne, VIC 3207. These Terms and Conditions may be amended from time to time in accordance with clause 4.

## 2 Definitions and Interpretation

- "Bonus INSIDER™ Points" means the extra INSIDER™ Points earned as a result of other promotional or incentive programs offered from time to time.
- "Eligible Transaction" is a transaction where your INSIDER™ Rewards Member number is scanned in store, your Member number is advised over the phone or your Insider account email address is entered on the Website for the purchase of eligible goods from a Total Tools store or the Website.
- "Festool Products" means all products in the Festool branded product range as imported from the Germany by Tooltechnic Systems (Aust) Pty Ltd.
- "Fein Products" means all products in the Fein branded product range as imported from the Germany by Tooltechnic Systems (Aust) Pty Ltd.
- "INSIDER™ Dollars" means the Dollar conversion of INSIDER™ Points earned.
- "INSIDER™ Points" means the Points earned by you for each Dollar spent at Total Tools, or as varied from time to time in accordance with clause 7 of these Terms and Conditions.
- "INSIDER™ Rewards" means the loyalty and membership program to which these Terms and Conditions apply.
- "INSIDER™ Rewards Spend" means the total cash dollar value spent by a 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 member qualifies for.
- "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 Total Tools by or via the Total Tools Store or INSIDER™ Rewards App or Total Tools website or as communicated via email[ and who agrees to be bound by these Terms and Conditions].
- "Membership" means the state and associated benefits of being a Member of INSIDER™ Rewards.
- "Membership Year" means 12 months from (a) the date the Member joined INSIDER™ Rewards or (b) the date that Member changed tiers, whichever date is the later, and each anniversary of such date. This period will determine which Membership tier a Member qualifies for.
- "Privacy Act" means the Privacy Act 1988 (Cth).
- "Privacy Notice" means the INSIDER™ Rewards Privacy Notice published on the INSIDER™ Rewards page at <a href="https://www.totaltools.com.au/media/product-attachments/Insider-Rewards-Privacy-Policy-November-2017-ver01.pdf">https://www.totaltools.com.au/media/product-attachments/Insider-Rewards-Privacy-Policy-November-2017-ver01.pdf</a>.
- "Rewards" refers to credit rewards given to Members as a consequence of purchasing behaviours, incentives and/or promotions. Members are notified of Rewards via email.
- "**Term**" means the period from the date of notification of acceptance of the application for Membership via electronic mail or by post and continues subject to the suspension, termination or cancellation of Membership by the Member, Total Tools or the Total Tools Store.

"Terms and Conditions" means the Terms and Conditions applicable to the INSIDER™ Rewards program as set out in this document, as may be amended from time to time in accordance with clause 4.

"Total Tools" means Total Tools Importing Pty Ltd, ABN: 18 084 220 342.

"**Total Tools Store**" means any store from time to time trading under the Total Tools name and brand as found on the website <a href="https://www.totaltools.com.au/storelocator">https://www.totaltools.com.au/storelocator</a>.

"Total Tools Online" means the Total Tools online store www.totaltools.com.au

"Total Tools Mobile App", "App" or "INSIDER™ Rewards App" means the Total Tools mobile app that Members can use to identify themselves at the time of purchase and where they can view their Member account.

A reference to "we", "us" or "our" is a reference to the Total Tools Store. A reference to "you" or "your" is a reference to a "Member".

References to dollar amounts are in Australian currency. All prices quoted in member communications include GST.

# 3 Application of Terms and Conditions

Your ongoing participation in the INSIDER™ Rewards program is subject to these Terms and Conditions, as is repeated in all INSIDER™ Rewards communications.

## 4 Changes, Suspension or Termination of the Total Tools INSIDER™ Rewards Program

#### (A) Changes

Subject to the notice provisions in 4(B) below, Total Tools may change the INSIDER™ Rewards Program or these Terms and Conditions, including changes to:

- (i) the structure of the Total Tools INSIDER™ Rewards program
- (ii) Membership eligibility
- (iii) The range/ brands of products eligible for redemption, exclusive deals and bonuses
- (iv) Specific features of promotional offers
- (v) The period of expiring INSIDER™ Points
- (vi) The % of INSIDER™ Points earnt per eligible purchase(s)
- (vii) The spend amount to qualify for each Membership tier.

### (B) Notice of changes

The current version of the Terms and Conditions will be available on the Total Tools website at <a href="https://www.totaltools.com.au/insider-rewards If any change to the INSIDER™ Rewards Program or these Terms and Conditions negatively affects your points or your redemption entitlements, or otherwise reduces your rights or entitlements, we will give you at least 2 months' notice via the email address you provided to us. You should keep your email address updated and not unsubscribed for this purpose. If you do not accept the change, you can cancel your Membership (see section 5 (E) below).

### (C) Suspension or Termination of Program

- (i) Subject to the notice provisions in 4(C) below, Total Tools may terminate or suspend the INSIDER<sup>TM</sup> Rewards program at any time.
- (ii) If Total Tools terminates or suspends INSIDER $^{\text{TM}}$  Rewards, Members will not be able to accumulate INSIDER $^{\text{TM}}$  Points during the notice period referred to in clause 4(C).

### (D) Notice of Suspension or Termination of Program

Total Tools will give at least 3 months' notice to Members of such termination or suspension.

## 5 Membership

### (A) Eligibility

- (i) Only an individual (natural person) who is an Australian resident may apply for Membership.
- (ii) A corporation, firm, partnership or any other legal entity is not eligible to become a Member.
- (iii) Total Tools staff, and individuals who act as a director, shareholder or agent of Total Tools and its related entities are not eligible to become a Member.
- (iv) Customers and their staff who have an account with any Total Tools store with any credit limit or terms, or receive any alternative discounts, including any national or commercial accounts, are not eligible to become a Member.
- (v) Applicants must provide information in their application which is true and correct, authorised by the relevant customer (where a customer's staff member makes an application in that capacity), and which is not fraudulent or otherwise unlawful.

### (B) Joining Total Tools INSIDER™ Rewards

- (i) Membership is free.
- (ii) An eligible individual may apply for Membership by signing up on the INSIDER™ Rewards App, online at <a href="www.totaltools.com.au">www.totaltools.com.au</a> or at any Total Tools store, including by providing all required information including first and last name, email address and contact phone number.
- (iii) An individual must not have more than one Membership at any one time and must have a valid and unique email address.
- (iv) The individual is encouraged to download the INSIDER™ Rewards App to experience the full range of benefits including the ability to view their account, the balance of their INSIDER™ Points and the expiry date of INSIDER™ Points.
- (v) Total Tools and/or the individual Total Tools Store reserves the right to not accept or to reject an application for Membership at its discretion.
- (vi) The INSIDER™ Rewards App is free. Data charges may apply from your provider to download/use the app.
- (vii) All Members will be assigned a Membership number. This number will be used for identification purposes.
- (viii) Upon joining INSIDER™ Rewards, a Member will be allocated to an INSIDER™ Rewards Membership tier on the basis of the transaction spend that qualified them to apply for Membership.
- (ix) By using your INSIDER™ Rewards membership you agree to the collection, use and disclosure of your personal information in accordance with the Privacy Notice, as amended from time to time.

#### (C) Changes to Member's Details

- (i) A Member must inform Total Tools of any changes to the Member's details provided on the INSIDER™ application form or as otherwise disclosed to and/or recorded by the Total Tools Store.
- (ii) Changes to a Member's details may be made by email to <a href="mailto:insider@totaltools.com.au">insider@totaltools.com.au</a> or in writing to the Total Tools Store or, by updating details through the INSIDER™ Rewards App, or online at <a href="mailto:www.totaltools.com.au">www.totaltools.com.au</a>. For individual store contact details please see <a href="http://www.totaltools.com.au/store-finder/">http://www.totaltools.com.au/store-finder/</a>
- (iii) Total Tools is not responsible if a Member is unable to access or receive an INSIDER™ Rewards program feature, benefit, prize, Reward, giveaway or offer including INSIDER™ Points as a result of the Member's failure to comply with these terms, including a failure to notify Total Tools of a change or mistake in the Member's details, including any change to email address.

### (D) Transfer of Membership

INSIDER™ Rewards Membership is not transferable.

#### (E) Suspension, Cancellation or Termination of Membership

#### (i) Suspension or Termination

Total Tools or a Total Tools Store may, in its discretion, suspend or terminate a Membership immediately by notice if a Member:

- (a) breaches these Terms and Conditions and fails to remedy the breach within 30 days of written notice of the breach:
- (b) engages or attempts to engage in fraudulent conduct with respect to INSIDER™ Rewards;
- (c) opts out of receiving both email and SMS marketing communications;
- (d) receives alternative discounts in relation to the Total Tools business:
- (e) was not eligible or ceases to be eligible for Membership in accordance with clause 5(A); or
- (f) becomes deceased.

#### (ii) Cancellation

A Member may at any time cancel his or her Membership by:

- (a) following the relevant unsubscribe instructions contained in any electronic communications received from Total Tools including but not limited to email or SMS; or
- (b) emailing INSIDER™ Rewards at insider@totaltools.com.au requesting cancellation of your Membership of INSIDER™ Rewards.

#### (iii) Loss of points as a result of cancellation or termination of Membership

When the Member cancels their Membership, or Total Tools terminates a Membership in accordance with these Terms and Conditions, all INSIDER™ Points from the applicable INSIDER™ account accumulated at the time of a cancellation, suspension or termination of a Membership are forfeited.

## 6 INSIDER™ Rewards Membership Tier Movement

- (a) INSIDER™ Rewards Membership is tiered according to Member cash spend at Total Tools instore and online at <a href="www.totaltools.com.au">www.totaltools.com.au</a> (after all discounts, returns and INSIDER™ Points redemptions have been applied) for every Eligible Transaction in the Membership Year.
- (b) The Membership tier applicable to each Member is based on a Member's INSIDER™ Rewards Spend at Total Tools instore or online within each Membership Year.
- (c) A Member will automatically progress to a higher tier in the INSIDER™ Rewards program when that Member's INSIDER™ Rewards Spend qualifies them to progress to the higher tier. The Member's INSIDER™ Rewards Spend will be reset to zero dollars and a new Membership Year date will be recalculated from the date of the qualifying transaction. The Eligible Transaction which resulted in the Member moving into a higher tier will carry over and count towards their INSIDER™ Rewards Spend in the new Membership Year. For example if an INSIDER™ Rewards Bronze Member spends \$150 in an Eligible Transaction which qualifies them to progress to a higher tier, they will enter the higher tier and \$150 will carry over to their new Membership Year and will count towards them retaining their tier. A Member's Tier Spend balance from the previous tier or previous Membership Year, does not carry over to a new Membership Year or to the Member's new Tier Spend Balance.
- (d) A Member's INSIDER™ Rewards Spend is reviewed annually upon their Membership Year date, and a Member will, depending on their INSIDER™ Rewards Spend, either retain their Member Status or be moved down to a different tier.
- (e) If the Member's INSIDER™ Rewards Tier Spend during the preceding Membership Year is not retained in a subsequent Membership Year and therefore does not qualify for the current tier, the Member's current Membership tier will be changed accordingly and Total Tools will take the necessary measures to effect such change and notify the Member. The Member's Tier Spend Balance resets to zero dollars. A Member's Tier Spend balance from the previous tier or

- previous Membership Year, does not carry over to a new Membership Year or to the Member's new Tier Spend Balance. The Member's Membership Year is reset to 12 months from this date.
- (f) Orders placed online 72 hours (or less) prior to the end of the Membership Year may be excluded from the Member's achieving an INSIDER™ Rewards Spend for that year due to processing times, it being noted that the order is counted on the date the parcel is shipped from Total Tool's warehouse. If the review date falls on a weekend or public holiday, the 'deemed' review date will be the next business day.
- (g) The current features and benefits of the INSIDER™ Rewards program and Membership Tiers are described at <a href="https://www.totaltools.com.au/insider-rewards">www.totaltools.com.au/insider-rewards</a>.
- (h) To ensure that purchasing at a Total Tools Store is calculated as part of the INSIDER™ Rewards program, when you are in a store, please ask store staff to retrieve your Member profile by providing your member number or other personal information, and your purchases to be added to your INSIDER™ Rewards Spend. If shopping online, log in with the email address or mobile number registered on your INSIDER™ Rewards membership to make sure your purchases are added to your INSIDER™ Rewards Spend.

#### 7 EARNING POINTS

- (a) A Member will earn base points for every full dollar spent on every Eligible Transaction made by the Member at any participating Total Tools Store, via the INSIDER™ Rewards App or online.
- (b) To be eligible for INSIDER™ Points, benefits and rewards, you must identify yourself as a Member in-store prior to purchase or sign in online using the email address or mobile number registered to your INSIDER™ Rewards membership. Only one Member account can be presented for each transaction.
- (c) Upon the occurrence of an Eligible Transaction, INSIDER™ Points will be automatically added to the Member's INSIDER Rewards Points balance. INSIDER™ Points will be available in the relevant Member account within 24 hours after the Eligible Transaction.
- (d) INSIDER™ Points cannot be earned on gift card sales, GST exempt products, promotional vouchers, or on purchases made on the eBay Total Tools store. INSIDER™ Points earned from the purchases of special orders or repairs, services, rentals are at the discretion of each store.
- (e) INSIDER™ Points cannot be earned on Festool or Fein Branded Products. This has been requested by Tooltechnic Systems (Aust) Pty Ltd due to an agreement with the ACCC (authorisation number A91433) and ACCC (notification number RPM20181).
- (f) INSIDER™ Points cannot be earned on Milwaukee MX products.
- (g) From time to time you may also earn Bonus INSIDER™ Points or offers with a qualifying purchase made during a special promotion or as a result of promotional or incentive programs offered by Total Tools. These may include specific offer terms and conditions, including expiry dates. You should read these terms and conditions. Communication of Bonus INSIDER™ Points and offers will primarily be through email and may include SMS, direct mail or promotion on the website.
- (h) Under circumstances where a purchase is made partly by INSIDER™ Points and partly by cash, INSIDER™ Points will be earned only upon the value paid by cash.
- (i) Members will not be able to receive INSIDER™ benefits and rewards and earn any INSIDER™ Points if they have opted out of receiving both SMS and email communications from Total Tools or if their Member account has been suspended. Members must be opted in to either SMS or email communications to be eligible to earn INSIDER™ Points.
- (j) INSIDER™ Points are not transferable or redeemable for cash and will only automatically accrue to the Member's account.
- (k) In regard to layby sales, INSIDER™ Points will be assigned to a Member's account once the layby has been finalised and paid for in full.

- (I) A Total Tools Store reserves the right to not award INSIDER™ Points should they reasonably believe that the accumulation of INSIDER™ Points has been fraudulent or otherwise unlawful, or that an Eligible Transaction did not occur.
- (m) Members may submit a request to claim INSIDER™ Points where the Member failed to identify themselves to the Total Tools Store at the time of purchase. A Member must provide the request together with a valid Total Tools receipt within 30 days of purchase by presenting it to a Total Tools Store or emailing the request and receipt to <a href="mailto:insider@totaltools.com.au.">insider@totaltools.com.au.</a> Allocation of INSIDER™ Points in this instance is at the discretion of the Total Tools Store where the original purchase was made.
- (n) The Member is responsible for determining the tax consequences of receiving INSIDER™ Points, Bonus INSIDER™ Points and Rewards. Total Tools do not accept any responsibility for any income tax liability a Member may incur under INSIDER™ Rewards program.
- (o) INSIDER™ Points may also be referred to as "INSIDER Dollars" which means the Dollar conversion of INSIDER™ Points earned.

#### 8 REDEEMING POINTS

- (a) Members will not be able to redeem any INSIDER™ Points if they have opted out of receiving both SMS and email communications from Total Tools or if the Member's account has been suspended. Members must be opted in to either SMS or email communications to be eligible to redeem Insider Points other than on the INSIDER™ Rewards App. To redeem Insider Points on the INSIDER™ Rewards App, a Member must be opted in to both SMS and email communications.
- (b) There is no minimum number of INSIDER™ Points required before you can redeem in store. Redemptions can be made in store in increments of cents. A Member must identify themselves at point of sale as a Member and inform the staff member that they have INSIDER™ Points to redeem.
- (c) INSIDER™ Points can be redeemed online at <a href="www.totaltools.com.au">www.totaltools.com.au</a>. When redeeming any available INSIDER™ Points online, you must have a minimum balance of \$1 or more to redeem. Only full dollar redemption will be accepted. If redeeming INSIDER™ Points online, you must log in with the email address or mobile number registered on your INSIDER™ Rewards membership to view any available INSIDER™ Points to redeem and apply once at checkout.
- (d) From time to time, INSIDER™ Rewards may make some offers which can only be redeemed via the INSIDER™ Rewards App. This will be identified in the relevant offer.
- (e) Only INSIDER™ Points from one INSIDER™ Rewards member can be redeemed per transaction.
- (f) All redemptions for INSIDER™ Points, Bonus INSIDER™ Points and Rewards will be processed directly at the Total Tools Store or online at <a href="https://www.totaltools.com.au">www.totaltools.com.au</a> (where the purchase occurs) or from time to time via the INSIDER™ Rewards App (on app exclusive product).
- (g) INSIDER™ Points cannot be redeemed on gift card sales, GST exempt products, promotional vouchers or on the eBay Total Tools store. Redemption on clearance items and on the purchases of special orders or repairs, services, rentals are at the discretion of each store.
- (h) Members cannot redeem INSIDER™ Points on Festool or Fein Branded Products. This has been requested by Tooltechnic Systems (Aust) Pty Ltd due to an agreement with the ACCC (authorisation number A91433) and ACCC (notification number RPM20181).

- (i) INSIDER™ Points cannot be redeemed on Milwaukee MX products.
- (j) INSIDER™ Points will be available for redemption in the relevant Member account within 24 hours after the Eligible Transaction unless otherwise stated under a specific promotion offer terms and conditions.
- (k) INSIDER™ Points may be redeemed in a layby sale.
- (I) INSIDER™ Points may also be referred to or represented as "INSIDER Dollars" which means the Dollar conversion of INSIDER™ Points earned and available for redemption.

#### 9 POINTS EXPIRY

- (a) A Member's INSIDER™ Points will expire 12 months from the date of last Eligible Transaction unless redeemed prior. INSIDER™ Points will not be extended past their expiry date..
- (b) If a Member's INSIDER™ Points expire, the Membership remains active. The next time a Member wishes to earn INSIDER™ Points, a Member must identify themselves by their Membership number, Email or Mobile Number registered on their INSIDER™ Rewards membership when making their next Eligible Transaction.
- (c) Rewards and Bonus INSIDER™ Points may include specific expiry dates at which point they will no longer be available for redemption. You should read the applicable terms and conditions for those special offers.

#### 10 REWARDS

- (a) Total Tools may update a Member account with a Reward as a consequence of a purchasing behaviour, incentive and/or promotional activities, in accordance with any then advertised Member Reward promotions. Communication of Rewards will primarily be through email and may include SMS, direct mail or promotion on the website.
- (b) Rewards can be redeemed in a Total Tools Store or online and presentation of identification is required unless stated otherwise. Rewards may include specific offer terms and conditions, including expiry dates. These Terms and Conditions are to be read in conjunction with any additional conditions associated with Rewards.
- (c) Members will not be able to earn Rewards if they have opted out of receiving both SMS and email communications from Total Tools or if the Member's account has been suspended. Members must be opted in to either SMS or email communications to be eligible to earn or redeem Rewards.
- (d) Rewards cannot be sold, transferred or assigned and are not redeemable for cash or any other like instruments, including (but not limited to) gift vouchers, gift cards, cheques and credit notes.
- (e) If an INSIDER™ Rewards Membership is terminated, a Member's account is suspended, or the Insider™ Rewards program is suspended, all outstanding and future Rewards will no longer be valid and will be rendered null and void.
- (f) There may be a 24 hour delay between a Reward appearing on a Member's account and the same Reward being available for redemption, in which case Members may not be able to redeem their Reward until this period has passed.
- (g) All Rewards have an expiry date at which point they will no longer be available for redemption.
- (h) Only Rewards from one INSIDER™ Rewards Member account can be presented per transaction.

- (i) Rewards can only be redeemed once. If a Member attempts to redeem a Reward more than once, the subsequent transaction will be later declined and Total Tools' customer support team will contact the Member.
- (j) Rewards may be redeemed as payment for any part of a layby purchase.
- (k) Rewards cannot be redeemed on gift card sales. Rewards cannot be redeemed on the purchases of special orders or repairs, services, rentals are at the discretion of each store.
- (I) Members cannot redeem Rewards on Festool or Fein Branded Products. This has been requested by Tooltechnic Systems (Aust) Pty Ltd due to an agreement with the ACCC (authorisation number A91433) and ACCC (notification number RPM20181).
- (m) Rewards cannot be redeemed on Milwaukee MX products
- (n) A Reward cannot be used in conjunction with any other offer unless otherwise indicated.
- (o) If a Member wishes to return a purchase that has resulted in the Member earning a Reward, Total Tools will process the return and deduct any loyalty rewards earned on the initial transaction purchase.

## 11 Returns and Exchanges

- (a) Any returns of items used to earn INSIDER™ Rewards Points will cause a deduction of the points earned during the original purchase. If you have redeemed your points before returning the product, this may cause your INSIDER™ Rewards Points balance to go into a negative value.
- (b) An INSIDER™ Rewards Member is not entitled to a refund or exchange of redeemed items if the Member simply changes their mind on the product purchased in-store or online or via the INSIDER™ Rewards App using INSIDER™ Rewards Points.
- (c) If a redeemed item is returned because it is faulty, the store in which the item was redeemed will need to assess whether the fault is a major or minor fault and will organise an appropriate remedy. Please note, if necessary, products may be sent to the manufacturer for assessment to determine if they are faulty.
- (d) Any Member with a balance of INSIDER™ Points that is negative will not be able to redeem any products until the INSIDER™ Points balance returns to a positive balance.

## 12 Member's Undertakings

During the Term, you will:

- (a) ensure the accuracy of your Member's details as disclosed by you on the INSIDER™ Rewards application form or as otherwise disclosed to and/or recorded by the Total Tools Store or online at totaltools.com.au or via the INSIDER™ Rewards App;
- (b) update any changes to your details through the INSIDER™ Rewards App or at a Total Tools Store or online at www.totaltools.com.au;
- (c) retain original or electronic copies of all purchase receipts and barcodes evidencing proof of purchase of any products bought from Total Tools in-store or online; and
- (d) act fairly and honestly in all your communications and dealings with the Total Tools Store and in your capacity as a Member of INSIDER™ Rewards.

### 13 Liability and Disclaimer

## A Limitation of liability

Consumer protection legislation, including the Australian Consumer Law (**ACL**), gives you rights and remedies which cannot be excluded, restricted, or modified (**Non-excludable Rights**). Nothing in these Terms and Conditions is intended to exclude, restrict, or modify your Non-excludable Rights. To the extent permitted by law and subject to your Non-excludable Rights, you agree that our liability to you is

limited to the reinstatement of points or the redemption of points accrued in accordance with these Terms and Conditions and we are not otherwise liable to you for any loss or damage you may suffer or incur in connection with the INSIDER™ Rewards, including due to:

- (i) events beyond our reasonable control; or
- (ii) the suspension or termination of your account in accordance with these Terms.

#### B Disclaimer

To the extent permitted by law, and subject to your Non-excludable Rights, we do not provide any warranty or representation:

- (i) that access to INSIDER™ Rewards or that the functions contained on the INSIDER™ Rewards App will be uninterrupted or error free; or
- (ii) that the INSIDER™ Rewards App or its server will be free of computer viruses, bugs, or other harmful components.

## 14 Force Majeure

Total Tools will not be liable for any delay in performing or failure to perform under these Terms and Conditions to the extent that delay or failure arises from any circumstance beyond its reasonable control including, without limitation, strikes or other labour disturbances, Acts of God, piracy, war, riot, civil commotion, acts of governmental agencies, earthquakes, storm, fire or lightning.

### 15 Governing Law

These Terms and Conditions are governed by, and construed in accordance with, the laws of the state of Victoria, Australia. The parties submit to the non-exclusive jurisdiction of the courts of the state of Victoria, Australia.

# 16 Privacy

- (a) Total Tools and the Total Tools Stores understand the importance of the privacy of an individual's personal information. Total Tools may collect and use personal information for the purpose of providing members with access to our business activities, including our promotional activities and administering your Membership and involvement in the INSIDER™ Rewards program, or as required by law.
- (b) We collect, use and disclose your personal information in accordance with the Privacy Notice, which forms part of these Terms and Conditions. Total Tools may amend the terms of the Privacy Notice from time to time in accordance with these Terms and Conditions. In handling personal information, Total Tools and the Total Tools Store will comply with the Privacy Act and the ten National Privacy Principles in the Privacy Act.
- (c) By registering as an INSIDER™ Rewards Member or by using your INSIDER™ Rewards Membership benefits, you acknowledge that you have read the Privacy Notice, and understand and agree that we will collect, use, store and disclose your personal information in accordance with its terms, as amended from time to time.
- (d) For more information, a Member can access the Total Tools Privacy Policy and the Privacy Notice available at <a href="www.totaltools.com.au">www.totaltools.com.au</a>, or the privacy policy of the Total Tools Store upon request at the Total Tools Store. Alternatively, please submit a written request to the Privacy Officer, Total Tools Importing Pty Ltd, 20 Thackray Road, Port Melbourne, VIC 3207.

### 17 Queries and Complaints

If a Member wishes to lodge a complaint, they must notify the Total Tools Store in writing. A Member must be in possession of proof of purchase such as a copy of the original receipt and a barcode cut from the product packaging of products purchased at the Total Tools Store in order to pursue a

complaint relating to the INSIDER  $^{\text{TM}}$  Rewards program and must present this proof to the Total Tools via email to  $\underline{\text{insider@totaltools.com.au}}$ .