

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 insider@totaltools.com.au or in writing to The Marketing Team, 20 Thackray Road, Port Melbourne, VIC 3207. These Terms and Conditions are effective as of 1 February 2021 and 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, redemptions etc 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 the Terms and Conditions, whose application for Membership has been accepted by the Total Tools Store or INSIDER™ Rewards App or Total Tools website and who agrees to be bound by the 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. 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 on the [totaltools.com.au](https://www.totaltools.com.au) website

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

“**Total Tools**” means Total Tools Importing Pty Ltd, ABN: 18 084 220 342.

“**Total Tools Store**” means any store trading under the Total Tools name and brand as found on the website <https://www.totaltools.com.au/storelocator> .

“**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.

“**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.

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. Acceptance of Terms and Conditions

These Terms and Conditions will form a contract between the Member and Total Tools. The Member is deemed to have accepted these Terms and Conditions upon Total Tools Store notifying the Member that it has accepted the Member’s application for Membership in accordance with these Terms and Conditions, via email, where applicable.

4. Changes to the Total Tools INSIDER™ Rewards Program

(A) Changes

Total Tools reserves the right to change, modify or amend any part of the INSIDER™ Rewards Program or its Terms and Conditions that we see fit. This right includes but is not limited to:

- (i) Changes to 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) Changes to the % of INSIDER™ Points earned per eligible purchase(s)
- (vii) The spend amount to qualify for each Membership tier.

(B) Notice

(i) We will use our best efforts to notify you of any material changes to your Membership, INSIDER™ Rewards program and these Terms and Conditions by providing at least two (2) months’ notice via The Total Tools website; www.totaltools.com.au/insider-rewards or the email address you provided to us.

(ii) In the event you fail to receive notice of amendments to our Terms and Conditions, your continued registration as a member of the INSIDER™ Rewards after such attempted notifications in clause 4B(i) above will constitute acceptance by you of the amendments.

(C) Suspension of Program

(i) Total Tools provides no warranty as to the continuing availability of INSIDER™ Rewards and may terminate or suspend the program at any time. Total Tools will give at least three months’ notice to Members of such termination or suspension, except if Total Tools ceases to operate as a company or goes into liquidation or another form of administration in which case INSIDER™ Rewards will cease immediately.

(ii) If Total Tools terminates or suspends INSIDER™ Rewards, Members will not be able to accumulate and redeem INSIDER™ Points during the notice period in accordance with clause 4(C)(ii).

5. Membership

(iii) Eligibility

- (i) Membership is open to individuals (natural persons) who are an Australian resident.
- (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 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.

Total Tools reserves the right to decline an INSIDER™ Rewards Membership should they believe that the details provided are unauthorised, 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 totaltools.com.au or at any Total Tools store (including all required information).

(iii) An individual may 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 absolute 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.

By using your INSIDER™ Rewards membership you agree to the collection, use and disclosure of your personal information in accordance with the Insider Rewards 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 insider@totaltools.com.au or in writing to the Total Tools Store or, by updating details through the INSIDER™ Rewards App or online at totaltools.com.au. For individual store contact details please see <http://www.totaltools.com.au/store-finder/>

(iii) Total Tools is not responsible for any loss of an INSIDER™ Rewards program feature, benefit, prize, Reward, giveaway or offer including INSIDER™ Points that is the result of the Member's failure to notify Total Tools of a change or mistake in the Member's details.

(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 and without notice in the event that 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) engages in conduct that undermines the commercial interests of Total Tools;
- (d) opts out of receiving both email and SMS marketing communications;

- (e) receives alternative discounts in relation to the Total Tools business;
- (f) ceases to be eligible for Membership in accordance with clause 5(a); or
- (g) 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 and SMS; or
- (b) Emailing INSIDER™ Rewards at insider@totaltools.com.au requesting cancellation of your Membership of INSIDER™ Rewards.

(iii) Loss or damage as a result of cancellation, or termination of Membership

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 totaltools.com.au (after all discounts, returns, INSIDER™ Points redemptions etc 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.
- (a) 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.
- (b) 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.
- (c) 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. 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 month's from this date.
- (c) 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.
- (d) The current features and benefits of the INSIDER™ Rewards program and Membership Tiers are described at www.totaltools.com.au/insider-rewards
- (e) 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 up to 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 or INSIDER™ Rewards. 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 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.
- (l) A Total Tools Store reserves the right to not award INSIDER™ Points should they believe that the accumulation of INSIDER™ Points has been unauthorised, fraudulent or otherwise unlawful, or that an Eligible Transaction did not occur.
- (m) All INSIDER™ Rewards Points are dealt with in the discretion of the issuing and/or redeeming Total Tools Store.
- (n) Members may submit a request to claim INSIDER™ Points where the Member failed to identify themselves 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 insider@totaltools.com.au. Allocation of INSIDER™ Points in this instance is entirely at the discretion of Total Tools where the original purchase was made.
- (o) 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.

- (p) INSIDER™ Points may also be referred to or represented as “**INSIDER Dollars**” which means the Dollar conversion of INSIDER™ Points earned.

8. REDEEMING POINTS

- (a) There is no minimum number of INSIDER™ Points required before you can redeem instore. Redemptions can be made 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.
- (b) INSIDER™ Points can be redeemed online at totaltools.com.au. 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.
- (c) Only INSIDER™ Points from one INSIDER™ Rewards member can be redeemed per transaction.
- (d) All redemptions for INSIDER™ Points, Bonus INSIDER™ Points and Rewards will be processed directly at the Total Tools Store or online at www.totaltools.com.au or from time to time via the INSIDER™ Rewards App (on app exclusive product).
- (e) From time to time, any Exclusive Lifestyle Products promoted can only be redeemed via the INSIDER™ Rewards App unless otherwise stated.
- (f) 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.
- (g) 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).
- (h) INSIDER™ Points cannot be redeemed on Milwaukee MX products.
- (i) INSIDER™ Points will be available for redemption in the relevant Member account up to 24 hours after the Eligible Transaction unless otherwise stated under a specific promotion offer terms and conditions.
- (j) Any INSIDER™ Points claimed for purchases made after the INSIDER™ Points have expired in accordance with clause 9, will be declined and any rewards value will be forfeited. INSIDER™ Points cannot be extended past their expiry date.
- (k) INSIDER™ Points may be redeemed in a layby sale.
- (l) 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. To redeem products on the INSIDER™ Rewards App, a Member must be opted in to both SMS and email communications.
- (m) 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) INSIDER™ Points will expire in 12 months from the date of last Eligible Transaction unless redeemed prior. Total Tools reserves the right to expire any members points balance at any time.
- (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 these terms and conditions separately to these terms and conditions.
- (d) Total Tools may expire points as it sees fit, at its sole discretion, without notice.

10. REWARDS

- (a) At its sole discretion, Total Tools may update a Member account with a Reward as a consequence of a purchasing behaviour, incentive and/or promotional activities. 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) Total Tools reserves the right in its absolute discretion to exclude certain items and promotions from being redeemed by using Rewards.
- (e) 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.
- (f) 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.
- (g) 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.
- (h) All Rewards have an expiry date at which point they will no longer be available for redemption. INSIDER™ Rewards reserves the right to change the expiry date of any Reward at any time without prior notice.
- (i) Only Rewards from one INSIDER™ Rewards Member account can be presented per transaction.
- (j) Total Tools will not be held responsible or liable if Rewards are not able to be redeemed for whatever reason but specifically, in the case of a technical failure of software or hardware or an EFTPOS malfunction. Total Tools will not accept any liability for any electronic communication relating to Rewards that is misdirected, lost or not received by a Member.
- (k) 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.

- (l) Rewards may be redeemed as payment for any part of a layby purchase.
- (m) 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.
- (n) 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).
- (o) Rewards cannot be redeemed on Milwaukee MX products
- (p) A Reward cannot be used in conjunction with any other offer unless otherwise indicated.
- (q) If a Member wishes to return a purchase that has resulted in the Member earning a Reward, Total Tools will process the return and forfeit 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.
- (c) Unless faulty, there is no exchange or refund on Exclusive Lifestyle Products redeemed on the INSIDER™ Rewards App. The faulty product must be returned to the store the Member retrieved it from for assessment and remedy.
- (d) 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.
- (e) The time frame for any exchange or refund is at the discretion of the Total Tools Store.
- (f) 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 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. Indemnity

The Member indemnifies Total Tools and the Total Tools Store in relation to any claim against Total Tools or the Total Tools Store and for any liability or loss suffered by Total Tools or arising from or in

connection with these Terms and Conditions.

14. Limitation of Liability

To the extent permitted by law, Total Tools is not liable for any Rewards and/or benefits not being available for any reason whatsoever. In addition, and without limiting the foregoing, to the extent permitted by law Total Tools, is not liable for a Member's failure to notify the Total Tools Store of their Membership and entitlement to Rewards.

If any services provided to a Member by Total Tools or the Total Tools Store under these Terms and Conditions are within the scope of the Australian Consumer Law set out in Schedule Two of the Competition and Consumer Act 2010 (Cth) ("ACL") then, subject to the provisions of the ACL, a number of guarantees will apply in respect of the services under the ACL including:

- (a) the services being rendered with due care and skill;
- (b) the services being fit for the purpose for which the services are being acquired, any disclosed purpose or being capable of achieving any disclosed result; and
- (c) the services being supplied within a reasonable time.

Total Tools and the Total Tools Store do not offer any other guarantees other than those contained in the consumer guarantee provisions of the ACL.

Total Tools and the Total Tools Store and any of their officers, employees or agents are not liable for any loss or claim of any kind (including, without limitation, consequential or economic loss or loss of profits), arising under or in connection with these Terms and Conditions or INSIDER™ Rewards, including, without limitation, any changes to the Terms and Conditions or INSIDER™ Rewards, save to the extent that such loss or claim arises from the negligence or wilful misconduct of Total Tools or a Total Tools Store, or any of their officers, employees or agents.

15. Force Majeure

Total Tools will not be liable for any failure to perform or to comply with any provisions of these Terms and Conditions if that failure arises from any circumstance beyond their reasonable control including, without limitation, strikes or other labour disturbances, Acts of God or the public enemy, piracy, war, riot, civil commotion, acts of governmental agencies, earthquakes, storm, tempest, fire or lightning.

16. 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.

17. 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 INSIDER™ Rewards Privacy Notice ("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 and INSIDER™ Rewards Privacy Notice available at www.totaltools.com.au, 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.

18. Disputes 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 including 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™ Rewards program and must present this proof to the Total Tools Store or email a copy to insider@totaltools.com.au. In the event of a dispute the decision of Total Tools is final.

19. Technological Issues

Total Tools is not responsible for any infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of Total Tools, including that cause the delayed or non-delivery of emails to and from Total Tools. Total Tools reserves the right to disqualify any individual who tampers with the registration process and to cancel his or her Membership of the Total Tools Insider Rewards program.