



## REWARDS CLUB

By registering as a member or claiming any Member Benefit, you agree to be bound by, and your participation in Lowes Rewards will be governed by, these Terms and Conditions.

### 1. Membership

1. To become a member you must be an individual, complete the online or instore process (Website at <https://www.lowes.com.au/rewards>) If you do not wish to Register to become a member you may not be able to take advantage of any member benefits.
2. There is no joining fee or any ongoing annual fee to become or remain a member.
3. We may refuse your application for membership for any reason
4. There is a limit of one Card per person.
5. Membership is non-transferable.
6. It is your responsibility to keep your personal details updated by calling the Contact Centre on 1300 102 661. If you do not keep your personal details up to date, we may not be able to offer or provide you with any member benefits, and we may need to cancel your membership and Card.
7. In order to earn member benefits and to redeem your Lowes Rewards points for money off your shop, you must scan your Card prior to the conclusion of the transaction, or if you are shopping Online, you need to make sure that your card has been linked in your online account prior to checkout.
8. Everything in these Terms and Conditions referring to the earning of member benefits and the redemption of Lowes Rewards points for money off your shopping must be read subject to clause 2.1.

### 2. Earning Member Benefits

1. You can earn Points as follows:
  - a) you will earn a minimum of .025 Points for every whole dollar you spend at Lowes
  - b) from time to time we may also send you exclusive personalised offers. These offers will only be available to you on your Card;

### 3. Redeeming Member Benefits

#### Redemption of Lowes Rewards Points for money off your shop

1. Lowes Rewards Points can be redeemed only within the periods from 1<sup>st</sup> February to the 31<sup>st</sup> of March and 1<sup>st</sup> September to the 31<sup>st</sup> of October every year
2. 1 Lowes Rewards Points equals one AUD \$1 off your next Eligible Shop. The redemption rate of Lowes Rewards Points is determined by Lowes and may be changed by Lowes at any time.



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3. Where a discount is applicable on any sale the redemption will be deducted before any discount is calculated.
4. You can choose the number of Lowes Rewards Points that you redeem on your next Eligible Shop. When you make your next Eligible Shop, you may redeem the amount equal to or less than the amount of your Eligible Shop and will be automatically deducted as money off your shop.
5. If you do not use all of the Lowes Rewards Points in your next Eligible Shop, the remaining Lowes Rewards Points balance is retained for future use.
6. Your Lowes Rewards Points expire every 6 months after each redemption period
7. You cannot redeem your points for cash, pay out Laybys or pay your Zero account

#### 4. Other Member Benefits

1. You may qualify for other promotions, special benefits and exclusive offers from the Lowes Group and selected third-party businesses ("**Program Affiliates**") which we may offer or enable as part of Lowes Rewards from time to time.
2. Other Members Benefits include:
  - a) Member-only discounts, newsletters and automatic entry into prize draw competitions which may be run from time to time; and
  - b) discounts, exclusive offers and personalised offers from members of the Lowes Group and selected Program Affiliates.
3. From time to time, member benefits may include Lowes Rewards providing you with exclusive personalised offers based on your individual profile. These Member Benefits will only be available to you on your Card.
4. We may specify exclusions and conditions (including qualifying spend and offer duration) for particular Member Benefits and we may change these from time to time.
5. If at any time you do not wish to receive these Member Benefits from any one of our businesses in the Lowes Group or Program Affiliates you can call the Contact Centre or click the unsubscribe link on an email that you have received from us.

#### 5. Member Benefits - general terms and conditions

1. Member Benefits are personal to you and are not transferable,
2. Member Benefits may not be accrued or used for any business transaction or other commercial or not-for-profit association purposes.
3. We do not exchange or refund member benefits for anything else, including for cash or gift cards.
4. We may reverse (debit) or cause to be reversed, any member benefits which have been allocated (credited) to you where you have returned the goods or you have been refunded for the goods or services in respect of which those Member Benefits were earned, or if there are other grounds which we consider reasonable, justify a reversal, including, without limitation, member benefits credited erroneously or fraudulently or earned through fraudulent means. Lowes reserves the right to monitor your purchase history to ensure that any member benefits are accumulated legitimately.



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5. Lowes reserves the right to change, alter or withdraw any part of these terms and conditions at any time without notice

### **Expiry of your Points balance**

6. Any unused Points balance in your account will expire every 6 months after the redemption period.

### **Tracking your Points balance**

7. To track your Points balance, you can check your account on the website, by calling the Contact Centre or asking instore.

## **6. Cancelling your Lowes Rewards Card**

1. You may cancel your card either via the website or by calling the Contact Centre. If a card is cancelled, any points balance, any member benefits not already redeemed by the cardholder will be automatically forfeited.
2. By cancelling your card, you will stop earning points with your card from the date of cancellation.

## **7. Lost, stolen or damaged Cards**

1. It is your responsibility to keep your card and any other Membership Facilities provided to you safe and secure. If your Card is lost, stolen or damaged, visit the Website or call the Contact Centre to advise Lowes.
2. If your Card is lost or stolen, Lowes may issue you with a replacement Card. We reserve the right to charge for replacement or additional Cards.
3. In the case of a lost or stolen Card, Lowes will issue you with a new Card number. Points balance loaded on your lost or stolen Card will be transferred from your old Card number to your new Card number and a new personalised Card will be issued to you.
4. If your Card is lost or stolen and you have not reported it as per clause 8.1 any Points balance on the Card are subsequently redeemed, whether by the Cardholder or by another party, Lowes will not reimburse you for those Points
5. If your Card is damaged or unusable, Lowes may issue you with a replacement Card. We reserve the right to charge for replacement Cards
6. Despite anything to the contrary in these Terms and Conditions, the issuing of replacement Cards and the re-instatement of current entitlements Points on lost, stolen or damaged Cards is at Lowes' discretion.

## **8. Rejection, Suspension and Cancellation**

1. Your Card is issued by and remains the property of Lowes. Cards are not credit or charge cards and are not transferable.
2. Lowes reserves the right at any time without notice to:
  - a) decline to issue Cards or provide any other Membership Facilities;
  - b) withdraw or cancel any Cards, other Membership Facilities or Member Benefits;
  - c) reverse any Member Benefits, including without limitation, any Lowes Rewards Points or Points credited to an Account



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- d) terminate a Cardholder's Membership of the Lowes Rewards program; or
  - e) terminate the Lowes Rewards program.
3. Grounds for doing any of the things referred to in clause 13.2(a) to 13.2(d) include (but are not limited to):
- a) any abuse or attempted abuse of your Membership, your Card, the Lowes Rewards program or anything associated with Lowes;
  - b) an act or omission contrary to these Terms and Conditions;
  - c) any Member Benefits which are accumulated fraudulently or credited or accumulated erroneously;
  - d) any use or attempted use of your Card Lowes Rewards Points or Points balance, or any other Member Benefits in a manner contrary to these Terms and Conditions;
  - f) any reasonable suspicion of unacceptable conduct in connection with your Membership, including any reasonable suspicion of dishonesty, fraud or wrongful conduct;
  - g) your bankruptcy or death; or
  - h) Where you do not scan your Card in any Participating Lowes Group Businesses or shop through your Linked Online account at any time during a continuous 18 month period.
4. Any tampering or defacing or unauthorised use of a Card will render it invalid.
5. On cancellation of your Membership (including through requested cancellation of your Card), we may retain your membership information for record-keeping purposes and, in de-identified form, for our general data analysis purposes and we may allocate to another Member any membership identifier (including number) previously allocated to you.
6. You agree that we do not need to notify you in advance, or give you any reasons, with regard to any action we take concerning your Membership.

### 9. Lowes, Liability

1. You acknowledge and agree that there may be:
- a) delay in issuing you with, or non-issue to you of, any Member Benefits;
  - b) delay in, or non-replacement of a lost, stolen or damaged Card;
  - c) Acts, errors or omissions by us in the course of providing Member Benefits (including as referred to in these Terms and Conditions);
  - d) Loss, theft or damage to any documentation in the course of the posting or delivery of that documentation to you; or
  - e) a suspension and/or termination of the Lowes Rewards program including, without limitation, the ability for Members to earn and redeem Points and Lowes Rewards Points, and to the maximum extent permitted by law, we will not be liable to you in any way for any cause in connection with such matters, including without limitation, for any unused Points or Lowes Rewards Points balance in your Account at the time of termination.



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2. You agree that any comments, suggestions or recommendations you may receive from us or others as part of Member Benefits may not be suitable, accurate or complete and you must not rely on them in a way which may give rise to any loss or damage. If you intend to rely on anything in connection with Lowes Rewards, your reliance should be based solely on your own judgement including as to the extent to which you should obtain or use any Member Benefits.
3. Without limiting clause 14.6, any liability we may have to you in negligence, breach of contract or otherwise, and all conditions and warranties as to the condition, suitability, quality, fitness or safety of any goods or services supplied by the Lowes Group pursuant to these Terms and Conditions, whether express or implied by statute, are excluded to the maximum extent permitted by law, and, where liability cannot be excluded, our liability to you will in all cases be limited to:
  - a) the cost of re-supplying the goods or services or repairing, or paying the costs of repairing, the goods; or
  - b) reinstating the number of Points, Lowes Rewards Points, or other Member Benefits, in dispute.
4. The above limitation of liability in Lowes' favour also applies to Related Bodies Corporate of Lowes.
5. Any tax, liability, or duty incurred by a Member arising from a Member's participation in the Lowes Rewards program is the responsibility of the Member.
6. Nothing in these Terms and Conditions limits your rights under the Australian Consumer Law.
7. You acknowledge that unauthorised access to your Card, Account and personal information may occur if you do not take care to prevent anyone other than you and us from accessing your Card and information about your Membership.

## 10. Privacy & Communications

### Privacy

1. We collect, use and disclose your personal information in accordance with the Lowes Rewards Privacy policy Notice, which forms part of these Terms and Conditions. Lowes may amend the terms of the Privacy Policy from time to time in accordance with these Terms and Conditions.
2. By Registering as a Member or by utilising any Membership Facilities such as your Card or claiming any Member Benefit, you acknowledge that you have read the Privacy Policy, and understand and agree that we will collect, use, store and disclose your personal information in accordance with its terms.
3. You may access the Privacy Policy [www.Lowes.com.au/privacy-policy](http://www.Lowes.com.au/privacy-policy) or call the Contact Centre if you require a copy of the privacy policy in a different format.

### Marketing - your opt-in and opt-out rights

4. Without limiting any other provision of these Terms and Conditions or our Privacy Policy, you agree that we may send you direct marketing communications and tailored advertising, including in relation to any Participating Lowes Group Businesses, via various channels and media (including, without limitation, by email, SMS, phone, mail, or via ads on social media) where you have not opted out (as described in clause 15.5 below) from receiving such communications and



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advertising via those channels or media. Your agreement is deemed to be effective until such time as you opt out of receiving the particular direct marketing or tailored advertising via the relevant channel or media.

5. You may opt-out of receiving particular direct marketing communications (including opting-out of receiving such communications through certain media, or opting-out of receiving direct marketing communications via certain channels) by modifying your communication preferences on your Account. In the case of certain electronic direct marketing communications (including email or SMS), you may also use the opt-out/unsubscribe facility we provide in that communication or you can call the Contact Centre.
6. Tailored advertising is, as its name suggests, advertising that is specifically tailored to particular types of groups or customer segments based on members' attributes, behaviour or preferences. Tailored advertising is facilitated through the use of cookies and other digital technologies.
7. To opt out of receiving tailored advertising, you can go to [www.lowes.com.au/contacts](http://www.lowes.com.au/contacts) or email us at [customercare@lowes.com.au](mailto:customercare@lowes.com.au) which will allow you to opt out of tailored advertising. You can also opt out of receiving tailored advertising on the social media sites you use by changing your account settings for the relevant site. Please note that opting out of tailored advertising is device-specific. You will need to opt out of receiving tailored advertising for each device used to access online content.
8. You can also block or disable cookies by adjusting the privacy settings in your web browser. If you adjust your settings to disable session and certain persistent cookies, you may find that the websites you visit have only limited functionality.
9. If you have any questions about how to opt-out or unsubscribe please call the Contact Centre.
10. Regardless of whether you opt out of any and/or all marketing communications, you consent to still receive service based communications relating to your Membership including, but not limited to, changes to these Terms and Conditions and/or our Privacy Policy, Lowes Group Privacy Policy, account transactions or information relating to the purchase of products and services you have made.
11. If you wish to opt out of receiving service based communications this will cause your membership to be terminated. You will need to call the Contact Centre to terminate your Membership and you will thereafter no longer receive direct marketing communications or service based communications from Lowes Rewards.

### 11. Changes to Terms and Conditions and Termination

1. Lowes reserves the right to change, suspend or terminate these Terms and Conditions or the Lowes Rewards program at any time.
2. Lowes will give advance notice of any such circumstance on our Website or you can obtain such details by calling the Contact Centre, allowing you to cancel your Membership within the period of that advance notice. You may do this in the way described in clause 11 above.
3. Where we change the Terms and Conditions, a copy of the revised Terms and Conditions will be available on the Website or can be obtained by calling the Contact Centre.



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4. Continuing to use your Card or any other Membership Facilities or seeking to access or use any Member Benefits after the period of advance notice has expired will be deemed acceptance of the amended Terms and Conditions.

### 12. Complaints and Queries

1. If you have any queries or complaints regarding the Lowes Rewards program, you should contact us. You can do this by calling the Contact Centre on 1300 102 661 or by contacting us via the "Contact Us" page of our Website.

### 13. Definitions:

In these Terms and Conditions, the following terms have the following meaning:

1. **Account** means your personal Lowes Rewards account to which you log in through the Website or any other means which is authorised by us, including, without limitation,
2. **Business Days** means a day other than a Saturday, Sunday or official public holiday in New South Wales.
3. **Business Transaction** means the purchase of goods at an Earn Business, whether in store or online,
4. **Card** means a Registered Lowes Rewards membership card issued by us that is linked to your Account, whether in a plastic, electronic (virtual) or other form.
5. **Cardholder** means the Member to which a particular Card is registered.
6. **Contact Centre** means the contact centre operated by or on behalf of Lowes for the purposes of the Lowes Rewards program and contactable on 1300 102 661.
7. **Earn Businesses** means the businesses where Points can be earned, being:
  - (a) Lowes Stores;
  - (b) Lowes Online;
  - (c) Savvy School Wear Stores
  - (d) MacDonalds School Wear Stores
8. **Eligible Shop** means any transaction other than a Business Transaction at a Redemption Business in which you spend at least \$1,
9. **Excluded Purchases** means:
  - a) In Lowes Stores, both in store and at Lowes Online, cash outs, delivery charges and donations
  - b) any purchases as part of a Business Transaction.



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10. **Linked**, in respect of your Online account, means that you have linked your Card number with your Online account.
11. **Member** means a person who has Registered his or her Lowes Rewards card and **Membership** has a corresponding meaning.
12. **Member Benefits** are benefits which we specify from time to time in connection with Lowes Rewards including, without limitation, Points, Lowes Rewards Points, the other Member Benefits specified in clause 5 of these Terms and Conditions and any other benefits we may make available to Members from time to time.
13. **Membership Facility** means any means by which you access Lowes Rewards (including any Member Benefits) including, but not limited to, your Card,
14. **Online** means Lowes Online, or any one or more of these websites, as the context may require.
15. **Participating Products** means such products as advertised from time to time on which you can earn Points (as advertised in respect of the products) when you purchase those products.
16. **Participating Lowes Group Businesses** means the Earn Businesses and the Redemption Businesses.
17. **Points** means a sub-unit of Lowes Rewards Points, whereby 1 Points equals \$1 Lowes Rewards Points.
18. **Primary Card** has the meaning given to it in clause 8.8(b) of these Terms and Conditions.
19. **Primary Cardholder** has the meaning given to it in clause 8.8(b) of these Terms and Conditions.
20. **Program Affiliates** has the meaning given to it in clause 5.1 of these Terms and Conditions.
21. **Redemption Businesses** means the businesses where Lowes Rewards Points can be redeemed for money off your shop, being:
  - (a) Lowes Stores;
  - (b) Lowes Online
  - (c) Savvy and MacDonalds School Wear Stores
22. **Registered** means that you have registered your Lowes Rewards membership card on the Website or by calling the Contact Centre and **Register**, **Registering** and other similar expressions have a corresponding meaning.
23. **Related Bodies Corporate** has the same meanings as in the Corporations Act 2001.
24. **Terms and Conditions** means this document, and any other documents referred to in it.
25. **Website** means the Lowes Rewards website at <https://www.lowes.com.au/rewards>

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26. **Lowes** means Lowes Manhattan Pty Limited ABN 31 000 307 666 of 240 Princess Highway Arncliffe NSW 2205.
27. **Lowes Rewards Points, Rewards Points** and **Lowes Rewards Points balance** means the credit held in your Account following your purchases at Earn Businesses or otherwise accumulated by you under these Terms and Conditions, which can be redeemed as described in clause 4.
28. **Lowes Group** means Lowes and its Related Bodies Corporate.
29. **Lowes Online** means [www.lowes.com.au](http://www.lowes.com.au)
30. **Lowes Rewards** means the customer loyalty program we designate as such from time to time.

### References

In these Terms and Conditions, reference to: "we", "our" and "us" are references to Lowes and references to "you" and "your" are references to the individual who has Registered as a Lowes Rewards member, used any Membership Facilities such as a Card or Unregistered Temporary Card or who has sought to earn, access or use any Member Benefits.