# PowerPass Pro Rewards Terms and Conditions

## 1. These Terms

1.1 In these terms (**Terms**), "Bunnings", "we", "us" or "our" means Bunnings Limited (NZBN 9429032075120) and "you" and "your" means the eligible trade customer (each a **Party** and together the **Parties**).

1.2 Bunnings operates a loyalty rewards program for eligible trade customers (**PowerPass Pro Rewards Program** or the **Program**), which is governed by these Terms. For general information and FAQs about the PowerPass Pro Rewards program, please click here. If you have further questions about the Program or these Terms, please contact 134Trade@bunnings.co.nz.

1.3 To sign up for the Program, you must provide a valid:

a. NZBN;

b. owner builder permit number; or

c. apprentice registration number,

(**Eligibility Information**).

1.4 The Eligibility Information you provide during sign up needs to remain active for the duration you are a member of the Program. If it expires after you have joined the Program, Bunnings may suspend or cancel your PowerPass Pro Rewards membership in accordance with clause **Error! Reference source not found.**.

1.5 Unless Bunnings determines otherwise at its discretion, you will *not* be eligible to join the Program if:

a. you are the Crown, a public service agency or a Crown or Government entity;

b. you are a local authority;

c. you are a state school, state-integrated school or education institution;

d. you fall within any other category of customers which Bunnings has deemed ineligible to join the Program; or

e. prior to approving your application for a PowerPass Pro Rewards membership, Bunnings, acting reasonably, otherwise deems you ineligible and notifies you.

1.6 If Bunnings has approved your application to join PowerPass Pro Rewards and you:

a. have not applied for a credit account with Bunnings; or

b. Bunnings has not approved your application for a credit account,

you are a **PowerPass Pro Rewards Cash Account Member**, and

c. these Terms apply to you.

d. if applicable, the terms and conditions of any price list, rebate agreement, or any other contract agreement which provides you with discounted pricing on goods and services supplied or to be supplied by Bunnings (**Goods**) (**Discount Terms**) continue to apply to you; and

e. the Discount Terms apply to the extent of any inconsistency with these Terms.

1.7 If Bunnings has approved your application for a PowerPass Pro Rewards membership and you have a credit account with Bunnings, you are a **PowerPass Pro Rewards Credit Account Member**, and:

a. these Terms apply to you;

b. the Terms and Conditions of Supply on Credit that you accepted when you applied for a credit account with Bunnings continue to apply to you;

c. if applicable, the Discount Terms continue to apply to you; and

d. the Terms and Conditions of Supply on Credit or the Discount Terms, as appropriate, apply to the extent of any inconsistency with these Terms.

1.8 If any part of these Terms is or becomes void or unenforceable, that part is severed so that all parts which are not void or unenforceable remain in full force and effect and are unaffected by the severance.

1.9 These Terms prevail to the extent of any inconsistency with other terms and conditions relating to the supply of Goods other than:

a. the Terms and Conditions of Supply on Credit, which prevail for PowerPass Pro Rewards Credit Account Members, to the extent of any inconsistency with these Terms pursuant to clause 1.7d above; and

b. if applicable, the Discount Terms, which prevail for both PowerPass Pro Rewards Credit and Cash Account Members to the extent of any inconsistency with these Terms pursuant to clauses 1.6e and 1.7d above.

**2. PowerPass Classic**

2.1 Bunnings also operates the PowerPass trade purchasing program (**PowerPass Classic**).

2.2 If you are a PowerPass Classic member and you have not applied to join PowerPass Pro Rewards, these Terms do not apply to you. Please click here for more information on the terms and conditions that apply to PowerPass Classic members.

2.3 If you are a PowerPass Classic member applying to join PowerPass Pro Rewards, by accepting these Terms you acknowledge that if Bunnings accepts your application for PowerPass Pro Rewards, you will no longer have access to PowerPass Classic member benefits, and these Terms will apply to you in accordance with either clause 1.6 or 1.7.

**3. Other terms of supply and privacy**

3.1 All Goods sold, manufactured or supplied by Bunnings that you purchase as part of the PowerPass Pro Rewards Program (including via the PowerPass App) are sold, manufactured and supplied on these Terms, Bunnings Trade Terms and Conditions of Sale, Bunnings' Frame and Truss Sales Terms and Conditions, Bunnings' Terms and Conditions of Supply on Credit (where applicable), Discount Terms (where applicable) and any other terms agreed to in writing between the Parties, as applicable.

3.2 Bunnings may collect information regarding your PowerPass account and your use of the PowerPass App, including personal information about you and your Authorised Users (as defined in clause **Error! Reference source not found.**). Bunnings may also collect information including transaction history (excluding payment card details), Goods preferences, preferred store locations and Goods return/refund activity.

3.3 By joining the PowerPass Pro Rewards Program, you acknowledge that we will collect and use your information to manage your participation in the PowerPass Pro Rewards program. We will manage your information in accordance with our Privacy Policy here.

3.3 We may send you push notifications via the PowerPass App. You may unsubscribe from receiving push notifications through your iOS or Android setting (as applicable). We may also send you other direct marketing communications in accordance with our Privacy Policy here. You may unsubscribe from these communications using the opt out details we provide.

**4. Changes to the Program or these Terms**

4.1 Bunnings reserves the right to modify these Terms or the Program at any time. Subject to clause 4.2, any changes will be effective immediately upon posting the revised Terms here or the details of the Program here.

4.2 Subject to clause 4.4, Bunnings will provide you with reasonable notice of any materially adverse changes to these Terms or the Program via email or other reasonably substitutable means.

4.3 If you purchase Goods as part of the PowerPass Pro Rewards Program after Bunnings has notified you of changes to the Terms or the Program and after the expiry of any reasonable prior notice period, Bunnings' supplies of Goods are subject to those changes.

4.4 Bunnings is not required to give prior notice of urgent amendments to these Terms or the Program more generally if these changes are reasonably necessary for security reasons.

4.5 To be effective, any notice or documentation from one Party to the other that must be given in writing is to be sent:

a. to Bunnings, by email: PowerPass@bunnings.co.nz; and

b. to you, by email to the email address associated with your PowerPass Pro Rewards account or other reasonably substitutable means.

**5. Your PowerPass**

5.1 When Bunnings approves your application to join PowerPass Pro Rewards, you will be prompted to set up your digital PowerPass Pro Rewards membership card through the

PowerPass App, called a **PowerPass Digital Card** (see section 7 for terms that apply to use of the PowerPass App). You will be required to set up a personal identification number (**PIN**) to access and use your PowerPass Digital Card.

5.2 You can order a physical PowerPass membership card, if required, through the PowerPass membership dashboard. (**Membership Dashboard**).

5.3 As the primary account holder (**Primary Account Holder**), you may nominate an authorised user to use your PowerPass account (**Authorised User**) through the Membership Dashboard here.

5.4 Your PowerPass cannot be used in conjunction with any other loyalty or membership program.

**6. Purchasing Goods using a PowerPass**

6.1 You must only use your PowerPass to purchase Goods for business purposes, or in the case of owner builders, for purchases associated with your owner builder permit. A PowerPass must not be used to purchase Goods for personal purposes.

6.2 When purchasing Goods with your PowerPass card, Bunnings will not accept a PowerPass card in any other form, other than as the PowerPass Digital Card or physical PowerPass card, including photographs or photocopies of your PowerPass, or via third-party applications. You will not be eligible for member benefits as part of the PowerPass Pro Rewards Program unless you purchase Goods using your physical PowerPass card or PowerPass Digital Card via the PowerPass App.

6.3 You must keep your PowerPass account credentials, including your PIN secure. This is a security measure aimed at preventing unauthorised use of the PowerPass.

6.4 Subject to clause 6.5, you are liable for all transactions, even if those transactions were not authorised by you, and any other losses that are caused by unauthorised persons using:

a. your or an Authorised User's PowerPass card or PowerPass Digital Card, including your Membership Rewards; or

b. your or an Authorised User's account to transact in the PowerPass App or the Bunnings Trade website.

6.5 You are not liable for transactions and other losses referenced in clause 6.4 if unauthorised usage is caused:

a. by the fraudulent or negligent conduct of Bunnings or a Bunnings employee;

b. by a forged or faulty PowerPass; or

c. after you have reported to Bunnings through the Membership Dashboard, that the PowerPass has been lost, stolen or used without your or an Authorised User's authority.

**7. PowerPass App**

7.1 You and any Authorised Users may log into an existing account in the PowerPass App (**Account**), available to download on iOS here or Android here.

7.2 Your Account is accessible using your PowerPass email address and password.

7.3 Pricing and availability information in the PowerPass App may be specific to your Account and is subject to change. Pricing displayed in your account is not available to third-parties.

7.4 PowerPass Credit Account Members may access their credit facility to purchase products via the PowerPass App. These purchases are also subject to the Terms and Conditions of Supply on Credit that you accepted when you applied for a credit account with Bunnings.

7.5 You can purchase Goods using the PowerPass App:

a. scanning the Goods or searching for the Goods using the PowerPass App; and

b. adding it to the cart when logged in to your Account through the PowerPass App; and

c. paying using an accepted payment method on the PowerPass App.

7.6 All purchases made on the PowerPass App may be verified by a Bunnings store team member after purchase. You consent to a Bunnings team member verifying your PowerPass App purchases against the Goods in your possession prior to leaving a

Bunnings store.

7.7 All purchases made using the PowerPass App are also subject to:

a. where you are a PowerPass Pro Rewards Credit Account Member, your PowerPass credit limit not being exceeded; or

b. the successful processing of your selected payment method.

7.8 Payment made via any debit or credit card details provided via the PowerPass App are processed via a secure third-party payment processor. Bunnings does not collect or store your credit card details directly.

7.9 The PowerPass App and its contents are subject to copyright and other intellectual property rights which are owned by Bunnings or a third-party. Bunnings does not grant you any intellectual property rights in the PowerPass App, its applications, interface or contents. You must not use any trade mark displayed on the PowerPass App.

7.10 You must only use the PowerPass App, and you must only display, copy, distribute, download or record images or data derived from the PowerPass App for your own individual use. You must not attempt to change, reproduce, add to, remove, hack or interfere with the PowerPass App or its material, or otherwise share screenshots of content displayed by the PowerPass App.

7.11 Bunnings cannot guarantee that any file, data or content provided from the PowerPass App is free of viruses and you assume the risk of any damage to your device as a result of using the PowerPass App. The PowerPass App may be inaccessible from time to time due to events outside Bunnings' control or maintenance requirements. Any transaction records or Goods preferences stored in the PowerPass App are stored and retained at your risk. To the extent permitted by law, Bunnings excludes any liability for your inability to recover or access any transaction records or purchase history via the PowerPass App. Bunnings excludes liability for loss or damage arising from any interference with or damage to your mobile device or operating system in connection with the PowerPass App. If any liability is not able to be excluded by law, Bunnings limits our liability to the resupply of the relevant information or services.

## 8. PowerPass Pro Rewards Membership Rewards

8.1 Your PowerPass Pro Rewards membership enables you to earn the following rewards on purchases of Goods supplied or to be supplied by Bunnings when you scan your PowerPass Digital Card or physical card, transact via the PowerPass App, or transact via the Bunnings Trade website using your PowerPass account, including Goods manufactured at your request:

a. rewards and third-party benefit provider perks (**Perks**) based on your Membership Tier (**Loyalty Rewards**) (see section 9); and

b. digital vouchers or Pro Reward dollars based on your annual spend (**Pro Rewards**) (see section 10)**,**

(collectively, **Membership Rewards**).

8.2 You acknowledge that your use of the Perks may be subject to:

a. where the Perk is provided by Bunnings, separate terms and conditions provided to you by Bunnings; or

b. where the Perk is provided by a third-party provider, the terms and conditions of the relevant third-party provider. Bunnings is not a party to those terms and is not responsible for any goods or services you acquire from a third-party provider using your Perks entitlements.

8.3 Bunnings reserves the right to modify the Perks in its discretion, including in response to circumstances such as changes in law, supplier issues, or unforeseen events beyond Bunnings' control. Where possible, reasonable notice will be provided to you via email (or reasonably substitutable means) and any changes will be updated on the Membership Dashboard and PowerPass App.

8.4 Membership Rewards may be inaccessible from time to time due to events outside Bunnings' control or maintenance requirements. To the extent permitted by law (including under CGA or FTA as defined in clause 12.1), Bunnings excludes any liability for loss or damage arising from these events. If any liability is not able to be excluded by law, Bunnings limits liability to the resupply of the

relevant services.

8.5 You may be invited by Bunnings, at its discretion, to participate in 'progress bonus' or 'spend and earn' (or similar) campaigns (**Bonus Offer**). Any such campaign will be subject to separate terms and conditions which will be provided to you by Bunnings.

8.6 Where an umbrella organisation or similar group has a rebate agreement with Bunnings (**Group Agreement**):

a. the Membership Rewards that each member entity of the Group Agreement is entitled to will be determined solely by reference to that member entity's Qualifying Tier Spend and Eligible Pro Rewards Dollars Spend;

b. the head entity of the Group Agreement will continue to receive rebates calculated by reference to the spend of the member entities in accordance with the Group Agreement; and

c. for the avoidance of doubt, the Qualifying Tier Spend or Eligible Pro Rewards Dollars Spend for any other entity in the Group Agreement will not earn (or contribute to) Membership Rewards for the head entity.

**9. Membership Tiers and Annual Spend Period**

9.1 Your PowerPass Pro Rewards membership tier (**Membership Tier**) is determined by reference to your spend, including Authorised Users, on qualifying Goods and any spend recognised by Bunnings under a Bonus Offer from time to time (**Qualifying Tier Spend**) in any 12-month period that your PowerPass Pro Rewards membership remains active (**Annual Spend Period**).

9.2 Your first Annual Spend Period starts on the date that Bunnings approves your application to join the PowerPass Pro Rewards Program. Your Qualifying Tier Spend resets to zero after each Annual Spend Period (**Pro Rewards Anniversary Date**).

9.3 Unless Bunnings elects otherwise, Qualifying Tier Spend excludes:

a. any purchases of gift cards;

b. any purchases (or part thereof) to the extent made using Pro Rewards;

c. purchases from Workwear Group, NZ Safety Blackwoods, or Bunnings Marketplace; and

d. transactions, purchases, or orders invoiced that are pending, cancelled, refunded, or have not otherwise been paid in full.

9.4 The Membership Tiers and Qualifying Tier Spend requirements per Annual Spend Period are:

| Tier | Qualifying Tier Spend per Annual Spend Period (incl. GST) |
|---|---|
| **Member** | $0 – $1,999 |
| **Essential** | $2,000 – $9,999 |
| **Tier** | Qualifying Tier Spend per Annual Spend Period (incl. GST) |
| **Plus** | $10,000 – $24,999 |
| **Elite** | $25,000 – $49,999 |
| **Ultimate** | $50,000 – $99,999 |
| **Black** | $100,000 plus |
| **Enterprise** | By invitation from Bunnings only |

9.5 Your Membership Tier entitles you to the Loyalty Rewards as hosted on the Membership Dashboard and PowerPass App.

9.6 If you achieve the Qualifying Tier Spend for a higher Membership Tier during an Annual Spend Period:

a. you will move to that Membership Tier;

b. your Membership Tier will automatically update upon completion of the relevant Qualifying Tier Spend transaction; and

c. you will be notified by email of when you can access any applicable Perks and Pro Rewards that attach to the higher Membership Tier within 10 days after the relevant Qualifying Tier Spend transaction.

9.7 At each Pro Rewards Anniversary Date, you will remain at, or be moved to, the Membership Tier that reflects your Qualifying Tier Spend in the immediately preceding Annual Spend Period

9.8 If your spend, including Authorised Users, on qualifying Goods and any spend recognised by Bunnings under a Bonus Offer from time to time (**Eligible Pro Rewards Dollars Spend**) exceeds $2,000 (or any lower amount notified to you by Bunnings) in any Annual Spend Period (**Pro Rewards Threshold**), you will be eligible to receive Pro Rewards.

9.9 Unless Bunnings elects otherwise, Eligible Pro Rewards Dollars Spend excludes any:

a. donations;
b. purchases of gift cards;
c. cash outs;
d. purchases of non-point of sale items;
e. purchases (or part thereof) to the extent made using Pro Rewards Dollars;
f. purchases from Workwear Group, NZ Safety Blackwoods or Bunnings Marketplace;
g. delivery fees, hire shop deposits, transport charges or installation charges;
h. purchases made under Discount Terms, or any other negotiated or discounted pricing (but excluding any temporary price reductions or price matches under Bunnings' Price Guarantee (here);
i. purchases of deleted status or off range items; and
j. transactions, purchases, or orders invoiced that are pending, cancelled, refunded, or have not otherwise been paid in full.

9.10 If your Membership Tier is Black and your Eligible Pro Rewards Dollars Spend in an Annual Spend Period exceeds $999,999, Bunnings may, at its discretion:

a. cap your entitlement to Pro Rewards to $50,000 Pro Rewards in the applicable Annual Spend Period, regardless of your actual Eligible Pro Rewards Dollars Spend in that Annual Spend Period; or
b. review your eligibility for a PowerPass Pro Rewards membership for the next Annual Spend Period.

9.11 If you obtain a refund for any Goods that have contributed to your Qualifying Tier Spend and/or your Eligible Pro Rewards Dollars Spend (each, a **Spend**):

a. Spend may be reduced according to the value of the returned Goods; and
b. where any of your Spend was recognised by Bunnings under a Bonus Offer, any benefit or reward you received under that Bonus Offer attributable to the returned Goods may be reversed or otherwise adjusted by Bunnings; and
c. if applicable, based on the value of the Goods you have received a refund for, either Spend may have a negative balance. Where this occurs, any subsequent Spend you make will be applied to reduce the negative balance and will not contribute towards progression of your Membership Tier or earning Pro Rewards Dollars, as the case may be, until your account balance reaches a zero or positive level.

## 10. Pro Rewards

10.1 Pro Rewards will be issued in the form of Pro Reward Dollars to the digital wallet of your Account in the PowerPass App within 24 hours of you meeting the eligibility requirements or within the timeframe provided by the terms of a Bonus Offer, as appropriate.

10.2 For every $1,000 in Eligible Pro Rewards Dollars Spend (including the $2,000 Eligible Pro Rewards Dollars Spend required to meet the Pro Rewards Threshold, or such lower amount as notified to you by Bunnings) you will receive $50 in Pro Rewards. There is no limit in Pro Rewards that can be held by you in the digital wallet of your Account in the PowerPass App at any given time. Your Eligible Pro Rewards Dollars resets to zero after each Annual Spend Period.

10.3 Pro Rewards are a non-cash discount

against a future purchase at Bunnings. No part of the Pro Rewards can be withdrawn or redeemed in cash.

10.4 Pro Rewards are valid for 12 months from the date of issue and can be used (in whole or in part) towards any in-store purchase of Goods except for gift cards, Special Order products or services, PowerPass App transactions, purchases made via self-checkout and purchases at other Bunnings Group businesses.

10.5 If you return any Goods purchased using Pro Rewards Dollars and are entitled to receive a refund for the Goods, you will receive a refund in the form of Pro Rewards Dollars to your digital wallet, to the extent Pro Rewards Dollars were used for the purchase.

10.6 You can only use Pro Rewards which have been issued to your Account. Pro Rewards cannot be combined, transferred, or otherwise aggregated between different members of the Program.

10.7 PowerPass Pro Rewards Credit Account Members cannot use Pro Rewards Dollars to pay credit balances owing on their Bunnings credit account.

10.8 Where you have signed up for the Program in New Zealand, you can only use the Program in New Zealand. You cannot use the Program when shopping at Bunnings in Australia.

**11. Cancellation and suspension**

11.1 If you want to cancel your PowerPass Account, you may do so at any time by notifying us in writing at PowerPass@bunnings.co.nz.

11.2 Bunnings may suspend or cancel your PowerPass Pro Rewards membership or your access to the PowerPass App with immediate effect, including your access to Membership Rewards, if any of the following occurs:

a. we reasonably suspect you are engaging in unlawful use, misuse, abuse or fraud in connection with these Terms;

b. you breach these Terms;

c. you cease or suspend conduct of your business, or threaten to;

d. the NZBN, owner builder permit number, or apprentice registration number you provided on sign up for the Program lapses or is cancelled (and you do not renew it within a reasonable time);

e. any eligibility information you provided when you signed up for the Program changes such that Bunnings considers (acting reasonably) that you are no longer eligible to continue being a Program member;

f. we become aware that the eligibility information you provided when signing up for PowerPass Pro Rewards was fraudulent, inaccurate, or false;

g. where you are a PowerPass Pro Rewards Credit Account Member, an administrator, liquidator, provisional liquidator, receiver and/or manager or any other form of insolvency administrator or controller is appointed to you or over all or part of your assets;

h. where you are a PowerPass Pro Rewards Credit Account Member, you go into bankruptcy, or commit any act of bankruptcy or, if you are a partnership, the partnership is dissolved;

i. your PowerPass Pro Rewards account has not been used in connection with purchases made towards your Qualifying Tier Spend for a consecutive period of 12 months;

j. you do anything which, in Bunnings' reasonable opinion, would bring Bunnings into disrepute, or demonstrate threatening, sexual or other harassment, or any other anti-social behaviour towards Bunnings team members; or

k. you are issued with a prohibition notice by Bunnings,

(each a **Default Event**).

11.3 If reasonably practicable, Bunnings will provide you with reasonable prior notice of the suspension or termination outlining the reasons for the suspension or termination and the effective date.

11.4 If your PowerPass Account has been suspended under clause 11.2, any accrued Pro Rewards in your Account will still be available for you to use within 2 days should your Account be reinstated. Any reinstated Pro

Rewards will expire 12 months from the date originally accrued.

11.5 If your PowerPass Account or PowerPass Pro Rewards membership has been cancelled under clauses 11.1 or 11.2 (including following suspension) or because of Bunnings' decision to terminate the Program, any accrued Pro Rewards in your Account will no longer be valid from the date of the relevant event. Bunnings will provide you with reasonable notice in accordance with clause 4 should it decide to terminate the Program.

**12. Liability**

12.1 To the extent permitted by applicable law (including under the Consumer Guarantees Act 1993 (**CGA**) and Fair Trading Act 1986 (**FTA**)), Bunnings shall not be liable for any loss, damage, or injury resulting from the PowerPass Pro Rewards membership or your use of the Membership Rewards.

12.2 Except for rights, benefits or warranties which cannot be excluded at law (including under the FTA), Bunnings disclaims all warranties, express or implied, regarding the PowerPass Pro Rewards program and the Membership Rewards.

12.3 Except as expressly provided in these Terms, and to the full extent permitted by law, both Parties expressly exclude all express or implied warranties and guarantees or other terms regarding the Program and any benefits provided under it. The Parties agree that the CGA does not apply to the Program or any Goods or services received as part of the Program.

**13. General**

13.1 Where Bunnings reasonably determines that it has made an error in relation to determining your Membership Tier, Qualifying Tier Spend, Eligible Pro Rewards Dollars Spend, or your Membership Rewards:

a. it reserves the right to correct any such error (including by moving you to a higher or lower Membership Tier or increasing or decreasing any Loyalty Rewards or Pro Rewards);

b. it will provide reasonable notice to you via email (or reasonably substitutable means) and any changes will be updated on the Membership Dashboard and PowerPass App; and

c. if, as a result of correcting an error, your Qualifying Tier Spend has a negative balance, then any subsequent Qualifying Tier Spend you make will be applied to reduce the negative balance and will not contribute towards earning Pro Rewards Dollars until your account balance reaches a zero or positive level.

13.2 These Terms are governed by the laws of New Zealand. You submit to the non-exclusive jurisdiction of the courts of New Zealand.

13.3 Bunnings' failure to exercise any right under these Terms or failure to insist on strict performance of any part of these Terms does not operate as a waiver and a partial exercise of a right does not preclude any further exercise of the right.