

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 trade purchasing program for eligible trade customers (**PowerPass Classic**). PowerPass prices are available to PowerPass Classic accounts and do not apply to all products. To find out if a product attracts a PowerPass Classic price, you can scan the product on the PowerPass App or login to trade.bunnings.co.nz. For general information and FAQs about PowerPass Classic, please [click here](#).
- 1.3 If Bunnings has approved your application to join PowerPass Classic and you:
 - a. are not a PowerPass Pro Rewards member;
 - b. have not applied for a credit account with Bunnings; or
 - c. Bunnings has not approved your application for a credit account,you are a **PowerPass Classic Cash Account Member**, and these Terms apply to you.
- 1.4 All goods sold, manufactured or supplied by Bunnings (**Goods**) and purchased on your PowerPass Classic Account are sold, manufactured and supplied on these Terms, Bunnings Trade Terms and Conditions of Sale, Bunnings’ Frame and Truss Sales Terms and Conditions (where applicable) and any other terms agreed to in writing between the Parties, as applicable, at the time of purchase.
- 1.5 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.

- 1.6 These Terms prevail to the extent of any inconsistency with other terms and conditions relating to the supply of Goods, including those referred to in clause 1.4 above.

2 Privacy

- 2.1 Bunnings may collect information regarding your PowerPass account and your use of the PowerPass App, including personal information about you and your employees. Bunnings may collect information including transaction history (excluding payment card details), Goods preferences, preferred store locations, and Goods return/refund activity.
- 2.2 By joining the PowerPass Classic program, you acknowledge that we will collect and use your information to manage your participation in the PowerPass Classic program. We will manage your information in accordance with our Privacy Policy ([here](#)).
- 2.3 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. You may unsubscribe from these communications using the opt out details we provide.

3 Changes to these Terms

- 3.1 Bunnings reserves the right to modify these Terms at any time. Subject to clause 3.2, any changes will be effective immediately upon posting the revised Terms [here](#).
- 3.2 Subject to clause 3.4, Bunnings will provide you with reasonable notice of any materially adverse changes to these Terms via email or other reasonably substitutable means.
- 3.3 If you purchase goods in connection with your PowerPass Classic account after Bunnings has notified you of changes to the Terms and after the expiry of any

reasonable prior notice period, Bunnings' supplies of Goods are subject to those changes.

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

3.5 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
PowerPass@bunnings.co.nz: and
- b. to the email address associated with your PowerPass Classic Account or by other reasonably suitable means.

4 Your PowerPass

4.1 When Bunnings approves your application to join PowerPass Classic, you will be prompted to set up your digital PowerPass Classic membership card through the PowerPass App (called a **PowerPass Digital Card**) (see section 6 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.

4.2 You can order a physical PowerPass membership card, if required, through the PowerPass account dashboard (**Account Dashboard**).

4.3 Bunnings may approve the issue of another PowerPass to an authorised user upon request. As the **Primary Account Holder**, you may nominate an **Authorised User** through the **Account Dashboard** here.

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

5 Purchasing Goods using a PowerPass

5.1 You must only use your PowerPass to purchase Goods for business purposes. A PowerPass must not be used to purchase Goods for personal purposes.

5.2 When purchasing Goods with your PowerPass, Bunnings will not accept a PowerPass 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.

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

5.4 Subject to clause 5.5, 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 or the digital version stored in the PowerPass App; or
- b. using your or an Authorised User's account to transact via the PowerPass App or the Bunnings Trade website.

5.5 You are not liable for transactions and other losses referenced in clause 5.4 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, either through the Account Dashboard or the PowerPass App, that the PowerPass has been lost, stolen or used without your or an Authorised User's authority.

5.6 Where Goods are priced equal to or lower than the PowerPass price

applicable to the Account Holder, no further discount applies.

6 PowerPass App

- 6.1 PowerPass Classic Account Holders and Authorised Users log into an existing account in the PowerPass App (**Account**), available to download on iOS [here](#) and Android [here](#).
- 6.2 Your Account is accessible using your PowerPass card number and PIN, or otherwise your PowerPass username and password.
- 6.3 Pricing and availability information in the PowerPass App is specific to your Account and is subject to change. Pricing displayed in your account is not available to third parties.
- 6.4 You can purchase Goods using the PowerPass App:
 - a. in a Bunnings store by scanning the Goods using the PowerPass App;
 - 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.
- 6.5 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 our store.
- 6.6 All purchases made using the PowerPass App is also subject to the successful processing of your elected payment method.
- 6.7 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.

- 6.8 The PowerPass App and its contents are subject to copyright and other intellectual property 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 this website.
- 6.9 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.
- 6.10 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 restrained 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.

7 Cancellation and suspension

- 7.1 If you want to cancel your PowerPass account, you may do so at any time by notifying us at PowerPass@bunnings.co.nz.

- 7.2 Bunnings may suspend or cancel your PowerPass Classic Cash membership or your access to the PowerPass App with immediate effect 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 its business, or threaten to;
 - d. we become aware that the eligibility information you provided when signing up for PowerPass Classic was fraudulent, inaccurate or false;
 - e. your PowerPass account is not used in connection with a purchase for a consecutive period of 12 months;
 - f. 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
 - g. you are issued with a prohibition notice by Bunnings,

(each a **Default Event**).

- 7.3 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.

8 Liability

- 8.1 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 your PowerPass Classic membership.

- 8.2 Expect 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 Classic program.
- 8.3 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.

9 General

- 9.1 These Terms are governed by the laws of New Zealand. You must submit to the non-exclusive jurisdiction of the courts of New Zealand.
- 9.2 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.