



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 You will *not* be eligible to join the Program if, prior to Bunnings approving your application for a PowerPass Pro Rewards membership:

- a. your spend on goods and services supplied or to be supplied by Bunnings (**Goods**) in an Annual Spend Period (as described in clause 9) will or is likely to exceed \$1 million;
- b. you are on a price list, rebate agreement, or any other contract agreement which provides you with discounted pricing on Goods; or
- c. Bunnings, acting reasonably, otherwise deems you ineligible and notifies you.

1.4 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 these Terms apply to you.

1.5 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; and
- c. the Terms and Conditions of Supply on Credit apply to the extent of any inconsistency with these Terms.

1.6 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.

1.7 These Terms prevail to the extent of any inconsistency with other terms and conditions relating to the supply of Goods (other than 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 1.51.5c) 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



PowerPass Pro Rewards Terms and Conditions

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 1.41.4 or 1.5.1.5

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) 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 5.3). 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](#).

- 3.4 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:



PowerPass Pro Rewards Terms and Conditions

- 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 6.5c 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. 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



PowerPass Pro Rewards Terms and Conditions

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 username 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. in a Bunnings store by scanning 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



PowerPass Pro Rewards Terms and Conditions

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. unless you are on the Enterprise Membership Tier, 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.

9 Membership Tiers and Annual Spend



PowerPass Pro Rewards Terms and Conditions

Period

9.1 Your PowerPass Pro Rewards membership tier (**Membership Tier**) is determined by reference to your spend, including Authorised Users, on qualifying Goods (**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 Qualifying Tier Spend excludes:

- a. any purchases of gift cards;
- b. any purchases (or part thereof) to the extent made using Pro Rewards;
- c. any purchases from Bunnings Marketplace, and other Bunnings Group businesses (other than Bunnings Warehouse retail stores); 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 (ex GST)
Member	\$0 – \$1,999
Essential	\$2,000 – \$9,999

Tier	Qualifying Tier Spend per Annual Spend Period (ex GST)
Plus	\$10,000 – \$24,999
Elite	\$25,000 – \$49,999
Ultimate	\$50,000 – \$99,999
Black	\$100,000 - \$999,999
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



PowerPass Pro Rewards Terms and Conditions

Spend Period.

9.8 If your Membership Tier is a tier other Enterprise, and your spend, including Authorised Users, on qualifying Goods (**Eligible Pro Rewards Dollars Spend**) exceeds \$2,000 in any Annual Spend Period (**Pro Rewards Threshold**), you will be eligible to receive Pro Rewards.

9.9 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 Bunnings Marketplace, Bunnings Trade Frame and Truss solutions, or Bunnings Group businesses;
- g. delivery fees, hire shop deposits, transport charges or installation charges;
- h. purchases made pursuant to discounted or negotiated pricing (excluding price matches under Bunnings' Price Policy ([found here](#)) and temporary price reductions);
- 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 Despite clause 1.3, where Bunnings approves your application to join Pro

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

- a. allow you to continue too access and earn Membership Rewards; 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**), either Spend may:

- a. be reduced according to the value of the returned Goods; and
- b. if applicable, based on the value of the Goods you have received a refund for, 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. 9.49.6

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.

10.2 For every \$1,000 in Eligible Pro

PowerPass Pro Rewards Terms and Conditions

Rewards Dollars Spend (including the \$2,000 Eligible Pro Rewards Dollars Spend required to meet the Pro Rewards Threshold) 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 Pro Rewards Threshold 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. we become aware that the eligibility information you provided when signing up for PowerPass Pro Rewards was fraudulent, inaccurate, or false;
 - e. 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;
 - f. where you are a PowerPass Pro Rewards Credit Account Member, you go into bankruptcy, or commit any act

PowerPass Pro Rewards Terms and Conditions

of bankruptcy or, if you are a partnership, the partnership is dissolved;

- g. 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;
 - h. 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
 - i. 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.

- 1 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.

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.

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



PowerPass Pro Rewards Terms and Conditions

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.