

PowerPass Terms and Conditions of Use

1. Subject to Credit Terms, if you do not provide an Official Company Purchase order or number, you must use the Bunnings PowerPass Card when ordering and purchasing the supply of goods on credit from Bunnings.
2. If you are a corporation or comprise of more than one person you may authorise Bunnings, if it agrees, to issue additional PowerPass Cards by nominating an authorised user each additional PowerPass Card. Additional PowerPass Card requests must be issued in writing with the persons full first and surname.
3. Each PowerPass Card must be activated and signed with an official photo identification by the authorised user and a 4 digit pin number selected prior to first use as a means of preventing unauthorised use of the PowerPass Card.
4. You are liable for all transactions carried out by the use of a PowerPass Card or by persons carrying out a transaction using a PowerPass Card or PowerPass temporary card with your authority.
5. Temporary cards will only be emailed to the official email address on your Bunnings trade account. Any unauthorised purchase made using a temporary card will be the responsibility of the account holder.
6. You are liable for all transactions and other losses caused by the unauthorised use of the PowerPass Card unless:
 - i. Caused by fraudulent or negligent conduct of a Bunnings employee;
 - ii. Caused after you have reported to Bunnings, by giving notice under these terms and conditions, that the PowerPass Card is being used without your authority.
7. Bunnings may vary these terms and conditions from time to time, these terms and conditions are available on the Bunnings website. Bunnings is not required to give advance notice of any changes it deems necessary for security reasons.
8. All PowerPass Cards are the property of Bunnings and must be returned to Bunnings immediately on request. Report any lost or stolen PowerPass Cards by phoning 0800 800 695 during standard business hours (7am - 5pm) or immediate cancellation through your online access.
9. In these terms and conditions:

"PowerPass Card" means each PowerPass issued or to be issued by Bunnings to you. Each PowerPass is provided by means of provision of a virtual card on the PowerPass App, or Bunnings issuing a physical PowerPass card or a temporary card which is sent by email to you and, in order to be used for any purchases on credit, must have an active PIN

"Bunnings" means Bunnings Limited NZBN 9429032075120

"Credit Terms" means the terms and conditions which apply to credit transactions between Bunnings and you;

"Goods" means goods or services;

"Temporary Card" the electronic document provided for immediate access to your trade account.

PowerPass App - Additional Terms and Conditions

1. By using the PowerPass App you agree to be bound by these additional terms and conditions.
2. Your use of this App in connection with a PowerPass Account is validated by logging-in to the App using your PowerPass Account number and secure PIN. Any devices that download this App and login using those details will be deemed to have your authority to do so pursuant to clauses 4 and 6 of the PowerPass terms and conditions, and any transactions processed in accordance with this process will be debited to your PowerPass account (where a credit facility is in place) or registered credit card.
3. Product/service pricing and related information (including product availability indicators) displayed on this App will be correct and current at the time they are first downloaded by the user. Product/service pricing, availability and information may change between the time of download and the time of in-store purchase by you.
4. Product/service pricing displayed on this App is specific to your PowerPass account and is not available to third parties without Bunnings' prior written consent.
5. Bunnings makes no representation that the products or services displayed on this App are available at any location other than the location for which they are displayed.
6. You can make product purchases using the App in a Bunnings store by scanning the product using the App and:
 - a. adding it to the account balance for the PowerPass account their App is logged-in to;
 - b. paying using a credit card registered to the PowerPass account their App is logged-in to.
7. No transaction is completed (and payment or account debiting will not occur) until it has been verified by a Bunnings store team member at the time of purchase. You consent to a Bunnings team member verifying your in-App purchases against the products in your possession prior to leaving our store.
8. All purchases made using the App are subject to
 - (i) Bunnings' credit terms and conditions;
 - (ii) your PowerPass credit limit not being exceeded; and (iii) if your payment is made via a registered credit card, the successful processing of your credit card payment.
9. Payment made via any 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.
10. This App and its contents are subject to copyright which is owned by Bunnings or a third party. Bunnings does not grant you any intellectual property rights in this App, its applications, interface or contents. You must not use any trademark displayed on this website.
11. You must only use this App, and you must only display, copy, distribute download or record images or data derived from this App for your own individual use. You must not attempt to change, reproduce, add to, remove, hack or interfere with this App or its material, or otherwise share screenshots of content displayed by the App.
12. Bunnings may revoke, cancel or suspend access to this App at any time.
13. Bunnings cannot guarantee that any file, data or content provided from this App is free of viruses and you assume the risk of any damage to your device as a result of using this App. This App may be inaccessible from time to time due to events outside Bunnings' control or maintenance requirements. Any transaction records or product preferences stored in this 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 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 this 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.
14. Bunnings may we collect information regarding your PowerPass account and your use of this App, including personal information. All information is collected, used, disclosed and retained in accordance with Bunnings' Privacy Policy, details of which are at: [https://www.bunnings.com.au/privacy-policy\(Australia\)](https://www.bunnings.com.au/privacy-policy(Australia)) or <https://www.bunnings.co.nz/privacy-policy> (New Zealand). Bunnings may collect information including transaction history (excluding payment card details), product or service preferences, preferred store locations and product return/refund activity.
15. We may use cookies to gather data in relation to this App and you consent to us doing so.
16. Where your PowerPass account is used for purchases in Australia, these conditions are governed by the laws of Australia. Where your PowerPass account is used for purchases in New Zealand, these conditions are governed by the laws of New Zealand. You submit to the non-exclusive jurisdiction of the courts of those jurisdictions.