

Kong's
One Rewards

Let us Reward you!

Purchase any product from these brands:

Aqua One[®]

Avi One[®]

Pet One[®]

Reptile One[®]

Pond One[®]



and receive One Rewards points that can be
used to redeem your choice of gift...

★ What is 'One Rewards'?

The One Rewards Program ('One Rewards') is the loyalty program of Kong's (Aust.) Pty. Limited. The program rewards One Brand and AquaManta product stockists with points that can be redeemed for items such as televisions, digital camera, home theatre systems, whitegoods and much more.

★ What are the benefits?

One Reward members receive access to exciting rewards that are updated regularly, some examples of rewards include:



★ Who can join?

Each trading account held with Kong's is eligible to join the One Rewards program. In order to facilitate One Rewards membership, a password, secret question and secret answer will need to be established for the account to prevent unauthorised redemptions. The password will need to be quoted each time a redemption is requested. There is a once off Establishment Fee of \$50 + GST payable upon activation of One Rewards membership – this can be charged to the trading account for your convenience. Where a number of trading accounts are held with Kong's, each subsequent account is entitled to receive a discounted Establishment Fee of \$25 +GST.

★ How do I get points?

The best way to increase your points balance really quickly is to stock up on all your customers' favourite One Branded and AquaManta products. Points are allocated at a rate of one point per \$18 spent on One Branded products. Opportunities to earn bonus points may occur where members can take advantage of special promotions to earn even more One Rewards points.

The more One Branded products you order the faster your points balance will grow! Speak to your Kong's Account Manager today about One Brands and make sure you maximise your rewards. Points never expire, and you can redeem your points as often or as little as you like.

★ How do I redeem my rewards?

Members receive a monthly One Reward's statement and Rewards Flyer/Redemption Order Form - showcasing all the latest rewards to choose from. The redemption order form should be filled in and faxed, or posted, back to Kong's for processing on approximately the 15th of each month. Any redemption orders received after the processing date will be held for processing the following month. Please allow up to 30 days after processing for reward delivery.

★ How will my Reward be delivered?

Delivery of your reward can be expected within 30 days of the processing date (see the monthly rewards flyer for processing date). The reward will be delivered to the address requested on your redemption form, or if no address is quoted, the store address listed for your trading account. Deliveries cannot be made to PO Boxes. Please ensure that delivery can be made to the delivery address requested – Kong's does not accept any responsibility for re-delivery costs you may incur if the reward cannot be delivered. It is possible that rewards may be shipped as multiple deliveries, as One Rewards has many great reward partners. Gift cards will be sent by registered post addressed to the One Rewards member. Delivery made be via Australia Post or courier, depending on the type of reward ordered. It is possible that a particular reward may be unavailable, backordered or delayed. In this event we will endeavor to contact you as soon as we receive notification of any delays from our suppliers.

★ What about warranties and returns?

Normal product warranties apply, so please ensure that you keep your One Rewards redemption invoice as proof of purchase. It is recommended that you retain all delivery dockets where applicable. You must notify Kong's as soon as possible in the event that a warranty claim is required to receive further advice specific to your particular reward.

★ How do I request a reward?

You can easily redeem your points for one of the many fantastic rewards on offer each month, simply complete the details as required on the Redemption Slip that accompanies each Monthly Flyer. Please ensure that you complete each section, including signature, password and contact details. You can also use the form below. Please note that redemptions are processed only once each month – but of course you can send in your Redemption Slip at anytime.

★ How to order

To redeem your **One Rewards**, please use the **One Rewards** redemption slip below. You will receive a new copy of the redemption slip with each monthly rewards flyer.

Redemptions for **One Rewards** are only processed once a month. However you may place your order at any time throughout that month, if we receive your order after we've processed the redemptions for that month, your order will be processed in the next month. Please get your order in early to ensure it arrives to you promptly.

Just a reminder that your reward may take between 4 - 6 weeks to be delivered from the date of processing, as we have a large number of suppliers which we source products from to get you the best value for your points!

Please provide a contact number for order confirmation purposes, and don't forget to give us your **PASSWORD to validate.**

MAIL ORDERS:

Send to:

ONE REWARDS
Kong's (Aust.) Pty. Limited
PO Box 863
Ingleburn NSW 1890

FAX ORDERS:

Send to:

Fax: 1800 888 433
Att: ONE REWARDS
Fax any time, any day.
Please print clearly.

*** For further information contact One Rewards on 1300 883 188.**

 CUT ALONG THIS LINE

One Rewards Redemption Slip

Shop Name: _____

Member Name: _____

Password: _____

(If password is not quoted - redemption can NOT be processed)

Signed: *(Authorised Member)* _____ **Date:** _____

Shop (Delivery) Address: (Please supply a home delivery address for products 29" & over)

Contact Number: _____

Product code	Description	Order Qty.	Points

1. **Introduction**

- 1.1. The promoter of the program is Kong's (Aust.) Pty Limited, ABN 68 050 291 766, 97 Williamson Road, Ingleburn NSW Australia 2565, ("Kong's").
 1.2. The name of the program is 'One Rewards'.
 1.3. These Terms and Conditions form the basis of One Rewards. They are intended to protect both Members and Kong's. It is the Member's responsibility to read and understand them.
 1.4. These Terms and Conditions are effective as of the date specified above and may be amended by Kong's from time to time. Current Terms and Conditions can be obtained from Kong's. Members will be provided with a copy of the Terms and Conditions at the time of joining One Rewards and material changes will be notified to Members in accordance with Clause 11.2.
 1.5. Every Member is bound by these Terms and Conditions.

2. **Definitions**

- 2.1. In these Terms and Conditions unless the context otherwise requires:
 'Applicant' means any individual listed on the Trading Account Application whom applies for Membership to One Rewards on behalf of the Trading Account and its Holders.
 'Benefits' means any benefit provided exclusively to One Reward Members by Kong's.
 'Duly Authorised Individual' means any person listed on the Trading Account Application as submitted to Kong's.
 'Eligible Trading Account' means any Trading Account that satisfies the criteria for invitation and Membership to One Rewards.
 'Entity' means a registered legal entity recognised under law.
 'Fee Schedule' means the schedule of Administration Fee's for One Rewards Membership, which is located in the One Rewards Information Pack or at the end of these Terms and Conditions.
 'Forfeiture' means a permanent loss of a Members accrued One Rewards Points.
 'Group' means a Trading Account that has been classified as a Group customer, as determined by Kong's at its sole discretion due to the nature, scope and/or size of its operations.
 'Kong's' means Kong's (Aust.) Pty. Limited, A.B.N. 68 050 291 766.
 'Member' means a Trading Account that is a Member of One Rewards.
 'Membership' means the approval and ability to participate in One Rewards.
 'One Rewards' means the Rewards program operated by Kong's.
 'Password' means the password selected by the applicant on behalf of the Trading Account Holders which is used for security purposes.
 'Points' means One Rewards Points awarded to Members pursuant to these Terms and Conditions that can be redeemed for Benefits including Rewards.
 'Redemption' means a formal request for the fulfillment of a selected Reward through the spend of One Rewards Points.
 'Reward' means any item nominated by Kong's as eligible to be obtained by a Member redeeming Points through One Rewards.
 'Reward Partners' means any organisation other than Kong's that is involved in the procurement, supply, or delivery of Rewards to One Rewards Members.
 'Terms' means adherence the specific terms and conditions, such as credit terms, of the Trading Account to which Membership is attached.
 'Terms and Conditions' means these Terms and Conditions between Kong's and each Member, including all schedules and attachments.
 'Trading Account Holders' means each individual listed on the Trading Account Application submitted to Kong's in relation to the Trading Account to which the One Rewards Membership is attached.

3. **Membership**

- 3.1. Membership of One Rewards is by invitation only and is open to entities holding a current Trading Account with Kong's. Membership is not available to 'Group' Trading Accounts as classified and determined by Kong's.
 3.2. Each Trading Account may only have one current Membership. Entity's may have an unlimited number of Memberships providing that each Membership is established and maintained as per these terms and conditions. Membership may be cancelled and reestablished at the Members request.
 3.3. Applicants wishing to establish One Rewards Membership must apply for Membership using the Membership Application Form and pay any applicable joining or other fees. Membership is offered at the discretion of Kong's. Kong's has the right to accept or reject any application for Membership. Presentation to Kong's of a One Rewards Membership Application and/or subsequent use of Membership (the accrual of redemption of Points) constitutes acceptance of the terms and conditions of One Rewards.
 3.4. Membership commences from the date that the Membership Application is approved. Points cannot be accrued prior to this date. Please allow up to 7 days from the time Kong's receives completed Membership Application Form for processing of application.
 3.5. Successful applicants will be sent a Membership Kit. The Membership Kit will contain a Membership Confirmation Letter that will verify the password selected by the applicant for the Membership; the password is required to prevent unauthorised individuals obtaining benefits from the Membership and may be requested by Kong's as necessary. It is the applicant's responsibility to ensure that the password and other security information are kept secure. Note: Kong's recommend that Applicants avoid choosing obvious passwords like names, dates or telephone numbers.
 3.6. All individuals listed on the Members Trading Account application are regarded as equal in status and duly authorised to utilise the Membership. The password specified by the applicant will be shared by Kong's with any individual listed on the Trading Account upon request. Kong's will not enter into any dispute arising between duly authorised individuals regarding Membership or associated Benefits.
 3.7. A Member's mailing address may be used to determine their eligibility for Benefits, promotions and other offerings.
 3.8. Each Member must advise Kong's of any changes to the Trading Account – including change of any Trading Account Holders name, address, or other details as soon as practicable after the change. Changes to the mailing address, password or other details may be made by calling or emailing Kong's. You must supply the password when making any such changes. Written proof must be supplied for any change of name, and may be required for certain other changes. Kong's is not responsible for any failure by a Member to notify Kong's of any changes in accordance with this Clause, or for any incorrect changes notified to Kong's.
 3.9. New One Rewards Members may, before redeeming points and within seven days of receiving confirmation of Membership, notify Kong's that they no longer wish to be a Member. Kong's will then cancel their Membership and refund any joining or other fees paid for that Membership. Otherwise, Membership is non-refundable and is not transferable.
 3.10. Members may, at any time, cancel their Membership by providing written notice to Kong's. No refund of fees or charges will be provided unless as stated in Clause 3.9. Note: Due to administrative constraints, upon receipt of a written notice under Clause 3.10, Kong's will cancel the relevant Membership and all accumulated Points in that Member's account will be immediately forfeited. Accordingly, Kong's recommends that Members carefully plan all Membership cancellations to avoid unintentional loss of accumulated Points. No further Points will be accrued after Membership is cancelled.

4. **Member Obligations and Responsibilities**

- 4.1. Members must not:
 (a) Act in any way which breaches these Terms and Conditions
 (b) Abuse or misuse One Rewards, any Rewards, Benefits, or services accorded to the Member as a result of Membership including by:
 (i) Engaging in illegal or fraudulent activities.
 (ii) Supplying or attempting to supply false or misleading information, or making a misrepresentation to Kong's or Reward Partner.
 (iii) Selling, assigning, transferring or acquiring, or offering to sell, assign, transfer or acquire any Reward, Benefit or Points other than in accordance with these Terms and Conditions.
 (iv) Acting in a hostile, abusive or aggressive way towards Kong's staff or the staff of any Reward Partner.
 Any Member who violates the terms and conditions of Clause 4 may face sanctions as per Clause 6.
 4.2. Each Member is responsible for ensuring that the Trading Account is within Terms and has sufficient Points for the Redemption. Redemption requests will be denied where the Points balance is insufficient.
 4.3. Each Member is responsible for regularly checking their Membership account and must notify Kong's or the applicable Reward Partner (as specified by Kong's) of any omissions, incorrect entries or other discrepancies within three months of any transaction (or such other period specified by the partner).
 4.4. Each Member must ensure they adhere to the Terms and Conditions of the Trading Account and One Rewards and is responsible to redeem Points prior to Points being forfeited.

5. **Use of One Rewards Membership and Benefits**

- 5.1. By using the Membership, or claiming any Benefit, the Member agrees to be bound by the Terms and Conditions and provides the consents specified in Clause 13 relating to personal information. Points may only be earned and/or redeemed in accordance with these Terms and Conditions as amended from time to time.
 5.2. The Membership and Password are only valid for use by the Trading Account to which they are attached and are not transferable or redeemable for cash in any circumstances. Points may be transferred only as per Clause 9.
 5.3. Kong's reserves the right at any time to require the Member to quote the Password or produce proof of Membership in order to earn or redeem Points with Kong's or in connection with any other One Rewards transaction.
 5.4. In the event that the security of the Membership is compromised, such as loss of password, it is your responsibility to advise Kong's as soon as possible. The Member is liable for all activity on the One Rewards Account until Kong's is notified of loss, theft or unauthorised activity.

6. **Suspension or Termination of Membership**

6.1. If a Member has committed a material breach of any of the Terms and Conditions or has failed to pay any money due under One Rewards or Kong's Trading Account terms and conditions by the due date, whether intentionally or otherwise, then Kong's may do any one or more of the following:

- (a) Suspend or terminate the Member's Membership and/or the right of the Member to use the Membership including to accrue Points.
- (b) Reverse or cancel the Member's Points or any part thereof.
- (c) Cancel or refuse to honour any Rewards, Benefits or both, that have been redeemed by or provided to the Member.

6.2. If Kong's intends to take action under Clause 6.1, it will notify the Member of its intention and the reason for that action. The Member will then have 21 days to respond to this notice by rectifying the breach (where possible) and providing any reason why Kong's should not take action (provided that Kong's may suspend the Member's account until any review is completed). Kong's will review the response and advise the Member of its position.

6.3. Membership will terminate automatically upon;

- (a) The Member no longer meeting eligibility requirements (such as where the Member becomes a Group customer),
- (b) Violation of the Terms and Conditions of Membership as determined by Kong's subject to Clause 6.1(a),
- (c) Closure of, or commencement of debt recovery action against, the One Rewards Members Trading Account; whichever comes first.

Points earned but not yet redeemed or transferred prior to termination of Membership will be forfeited. Kong's will not be liable for any loss or damage whatsoever suffered by any person as a result of such cancellation. Forfeited Points cannot be transferred or reinstated.

6.4. It is the Members responsibility to redeem Points where eligible before the termination of Membership, regardless of how Membership is terminated. Members are advised to ensure they remain eligible to redeem Points in order to avoid being unable to redeem Points before forfeiture.

6.5 In the event of a dispute or suspicious activity regarding the Member, Kong's reserves the right to place the Membership account on temporary hold and/or request the Member to produce such documentary evidence as required to satisfy these Terms and Conditions.

7. **One Rewards Monthly Activity Statements, Rewards Flyer and Redemption Form**

7.1. Members will receive a monthly activity statements detailing transactions processed in that month. The statement may be sent to the Member via post, email or facsimile on a monthly basis. The Rewards Flyer detailing Rewards available for redemption and a Redemption Form will accompany the statement.

8. **Earning Points**

8.1. General

8.1.1 To earn Points, Members must place purchase orders with Kong's for eligible promotions or One Branded and AquaManta products, as determined by Kong's, that are invoiced to the Members Trading Account. The current Points allocation is 1 Point per \$18 spend on eligible products unless otherwise stated. Spend is ex.GST and non-inclusive of freight, packing and handling charges. The Points allocation is subject to change without notice.

8.1.2 A Member may earn Points only in relation to:

- (a) Eligible One Branded and AquaManta products.
- (b) Eligible transactions entered into after the Membership commencement date.

Except as provided elsewhere in these Terms and Conditions, or as otherwise specified by Kong's, Points may be credited only to the Membership of the Trading Account that has acquired the eligible goods or services or entered into an eligible transaction.

8.1.3 Points will not be awarded in relation to any products that are cancelled, refunded or returned. Kong's may cancel or deduct any Points that have been awarded in relation to cancelled, refunded or returned products.

8.2. Points Validity

8.2.1 Except as otherwise provided in these Terms and Conditions, such as Clause 8.2.2, Points will not expire as long as the Member maintains a current Trading Account with Kong's.

8.2.2 All Points held in a One Rewards account of a Member who no longer has a current Trading Account or Membership with Kong's will be forfeited immediately. It is the Members responsibility to redeem Points before a Trading Account is closed. Kong's will only notify Members if it is taking action to close the account.

8.2.3 Points cannot be transferred or reinstated once they have been forfeited.

8.2.4 Kong's reserves the right to reverse or cancel any Points credited to a Member incorrectly, or not in accordance with, or in breach of, the Terms and Conditions at any time.

8.3 Earning Points on Eligible Purchases

8.3.1 Points can only be earned through the purchase of eligible One Branded and AquaManta products as determined by Kong's.

8.3.2 Additional Points may be earned through participation in promotions offered by Kong's at it's sole and absolute discretion where expressly stated.

9. **Points Transfers**

9.1 Where a Member holds Membership for multiple Trading Accounts with Kong's that represent the same entity, Points may be transferred once per calendar year. Requests should be made to Kong's stating the reason for transfer and relevant passwords.

9.2 One Rewards Points remain the property of the Members Trading Account until redeemed or forfeited; and cannot be transferred to the Trading Account of a different entity.

10. **Redeeming Points For Rewards**

10.1 To place a valid redemption order the One Rewards Member must complete a Redemption Order Form in full, including password and signature, and send via post, email or facsimile to Kong's. Once a redemption order is sent it cannot be cancelled, exchanged or changed.

10.2 Members Trading Accounts must be trading within Terms and have sufficient Points required for the Redemption at the time the redemption is processed. Payment of a monetary amount cannot be accepted in lieu of Points. Redemption orders placed relating to Membership and/or Trading Accounts that do not meet the aforementioned terms at the time the redemptions are processed may be declined at the discretion of Kong's.

10.3 The number of Points that must be redeemed in relation to a particular Reward is determined by Kong's and is subject to change without notice. Kong's does not give any warranty or make any representation in relation to the underlying value of any Rewards unless expressly stated.

10.4 Reward availability may be available only for a limited time or whilst stocks last. No warranty is made that a particular Reward will be available at the time of redemption. Rewards are subject to change without notice. The terms and conditions and availability of Rewards are subject to Reward partners.

10.5 Points cannot be converted to or exchanged for money.

10.6 All Reward claims made by One Rewards Members are subject to verification by Kong's, which reserves the right to investigate and audit purchase information and Reward claims. Claims that Kong's cannot verify within a period of one month from the date of submission will be treated as declined and no Points forfeited.

10.7 There shall be no binding agreement between Kong's and the One Rewards Member to supply a Reward of any kind until such time as the redemption request has been approved in accordance with the terms and conditions of The One Rewards Program. Rewards remain subject to be substituted, credited or backordered at the discretion of Kong's as per Clause 11.4.

10.8 Members may assign Rewards that they obtain through One Rewards to whomever they so choose subject to any terms and conditions applicable to One Rewards and the Reward. However, there may be tax implications on such a transfer. See Clause 10.13.

10.9 Kong's will use its best efforts to process awaiting redemption order forms on a monthly basis near the 15th day of each month. Approved orders may be delivered directly from Kong's partner suppliers, or sent by registered post, in one or multiple deliveries. Delivery of approved Rewards can be expected within 30 days from processing.

10.10 The delivery address and all other contact details recorded on the redemption order form may be used by Kong's and its Partners to deliver Rewards; it is the Members responsibility to ensure that all details provided are correct.

10.11 Once a Reward is delivered to the nominated address of a claimant, Kong's accepts no responsibility for any Reward that is lost, stolen or damaged, or any warranty claims arising with the manufacturer or supplier of the Reward item. Delivery of items sent by courier or registered post is deemed to have been effected if the delivery docket is signed by a Participant or a person claiming to represent the Member.

10.12 All claims under warranty are to be made directly with the particular Reward manufacturer or supplier. Members should keep the delivery docket as proof of purchase in the event of a warranty claim.

10.13 Rewards may be subject to personal income or other tax assessment. Members are advised to check with their accountant or tax adviser for further information.

10.14 The Terms and Conditions applicable to the redemption will be those in force at the time the Points are redeemed for that Reward.

10.15 Rewards are manufactured and/or supplied by independent suppliers. Except as required by law, Kong's makes no guarantee, warranties or representations of any kind, express or implied, with respect to the Rewards including warranties of merchantability, fitness for a particular purpose or otherwise. Each Reward may have additional Terms and Conditions such as a gift card expiry date, it is the Members responsibility to be aware and adhere to any additional terms and conditions imposed by the manufacturer or provider of the Rewards.

11. **Changes to One Rewards**

11.1 Subject to Clause 11.2, Kong's reserves the right to make any changes (whether material or otherwise) to One Rewards, the Terms and Conditions, the Rewards or Benefits offered, and the Fee Schedule, including changes to:

- a) The ways and rate at which Points are earned, redeemed or expire.
- b) Changes to nature and range of One Rewards Reward Partners, Rewards or Benefits.
- c) The continued availability of Rewards or Benefits.
- d) Reward restrictions or conditions.
- e) Membership requirements and benefits.
- f) The expiry of accrued One Rewards Points.

11.2 Kong's will use best efforts to advise Members of material changes to these Terms and Conditions and, where such changes will limit Benefits:

- (a) Where the Benefit is provided by Kong's, to give Members at least 60 days notice.
- (b) Where the Benefit is provided by a third party, where possible give Members at least 30 days' notice.

11.3 Without limiting this Clause 11 in any way, Members will be taken to have received the notice referred to in Clause 11.2 if Kong's notifies Members of the change by providing notice at the address or e-mail address provided to Kong's by the Member.

11.4 Except as otherwise stated, if a Reward ceases to be available after a Redemption has been requested by a Member, Kong's may (at Kong's discretion) either refund the

Points redeemed by the Member to obtain the Reward or provide an alternative Reward of similar value.

12. **Termination or Suspension of One Rewards**

12.1 Kong's gives no warranty as to the continuing availability of One Rewards. Kong's may terminate or suspend One Rewards at any time. Kong's will give at least three months notice to Members of such termination or suspension, except if Kong's ceases to operate in which case One Rewards will cease immediately.

12.2 If Kong's terminates or suspends One Rewards, Members will be able to redeem Points during the notice period in accordance with these Terms and Conditions, except where Kong's is ceasing to operate and/or has gone into liquidation or other form of administration, in which case Kong's may terminate or cancel any Rewards and/or Benefits immediately without notice.

13. **Personal Information**

13.1 By registering as a Member of The One Rewards Program, you agree to receive regular correspondence from Kong's, notifying you of new products, promotions and other One Rewards information. It is a condition of Membership that a Member consents and authorises Kong's and One Rewards Reward Partners to collect, use and disclose the information on their application form and other information that Kong's or One Rewards Rewards Partners gains in relation to the Member for the purposes described in this Clause, and disclose such information to other Partners and any other person (including related bodies corporate, agents and contractors) for the purposes of:

- (a) Kong's providing products or services, including the awarding of Points to Members.
- (b) Kong's improving customer service, including by means of research, marketing, product development and planning.
- (c) Kong's marketing its products or services or the products or services of third parties.
- (d) Any third party providing services to Kong's in connection with the administration of One Rewards.

This information may be transferred to or from Australia for these purposes. If all or any part of the requested information is not provided by the Member, the services provided to that Member by Kong's may be affected.

13.2 On request by a Member and to the extent permitted or required by law, Kong's will provide that Member with access to and the ability to correct their personal information held by Kong's. Only the Member named on the account will be entitled to access their Membership information. However, Kong's does comply with validly served and executed court orders and subpoenas and cooperates with investigations by State, Federal and international agencies. Under those circumstances or where otherwise required by law, a Member's account information may be shared with others with or without that Member's knowledge or consent.

13.3 This Clause 13 survives the termination of these Terms and Conditions and the termination or suspension of One Rewards.

14. **Liability**

14.1 Kong's acknowledges that certain laws imply terms, conditions or warranties into contracts for the supply of goods or services that cannot be excluded. For example, for consumers, services come with non-excludable warranties under consumer protection legislation that they will be provided with due care and skill and be reasonably fit for their purpose. Clause 14.2 is not intended to exclude or restrict the application of such laws.

14.2 Subject to Clause 14.1, Kong's and any of their officers, employees or agents are not liable for any loss or claim of any kind (including, without limitation, consequential or economic loss or loss of profits), arising under or in connection with these Terms and Conditions or One Rewards, including, without limitation, any changes to the Terms and Conditions or One Rewards, to the extent that such loss or claim arises from the negligence or willful misconduct of a Kong's, or any of their officers, employee or agent.

14.3 Whilst every effort is made to ensure that information printed is correct, Kong's is not responsible for printing errors or omissions and reserves the right to refuse or cancel Points or redemptions where an error has been made.

15. **General**

15.1 Interpretation: In these Terms and Conditions, unless the contrary intention appears

- (a) The singular includes the plural and vice versa.
- (b) Dollars or '\$' means Australian dollars.
- (c) Unless otherwise stated, all dollar amounts include any applicable GST.
- (d) Dates or times are Universal Time Code (or GMT) dates or times.
- (e) Reference to 'include' or 'including' means 'including but not limited to'.

15.2 Governing Law: The Terms and Conditions and Membership of One Rewards are governed by and will be construed in accordance with the laws of the State of New South Wales, Australia irrespective of where the application for Membership has been completed by the Member or submitted to Kong's. In any action or other legal process with respect to any matter or thing in connection with these Terms and Conditions or Membership the Member submits to the non-exclusive jurisdiction of the State of New South Wales.

15.3 Nothing in these Terms and Conditions affects any rights a Member may have and which by law cannot be excluded, including under the Trade Practices Act (1974) and under State and Territory consumer protection legislation.

15.4 If part or all of any Clause of these Terms and Conditions is illegal, invalid or unenforceable then it will be read down to the extent necessary to ensure that it is not illegal, invalid or unenforceable, but if that is not possible, it will be severed from these Terms and Conditions and the remaining provisions of these Terms and Conditions will continue to have full force and effect.

15.5 Kong's recommends that Members consult their accountant or tax adviser to ensure that they understand possible tax (including fringe benefits tax) implications, if any, related to Membership, Rewards and Benefits.

15.6 Members may be able to reclaim the Australian GST relating to their Membership. Members should retain the tax invoice issued at the commencement of Membership. Members should consult their tax adviser to determine their eligibility to reclaim Australian GST.

16. **Fee Schedule**

16.1 The once off establishment fee for Membership is as follows:

- (a) Initial Membership: \$50 + GST
- (b) Subsequent Memberships: \$25 + GST

The Subsequent Membership rate is charged where multiple Memberships are established across multiple Trading Accounts for the one entity.

16.2 All fees and charges are subject to change without notice.

★ Privacy Statement

Kong's (Aust.) Pty. Limited is committed to providing excellent service to all of our customers and members of ONE REWARDS®, including respecting your concerns about privacy. This statement has been prepared to inform you and provide answers to your questions about how we collect and use the information that you provide to us.

At Kong's (Aust.) Pty Limited, meeting your needs and expectations, and working with you to build your business is paramount to the way we do business and everything we do – this includes protecting your privacy.

If, after reading this statement, you have further questions relating to the collection and use of information you provide us, please contact us at:

onerewards@kongs.com.au, or send a letter to:

**One Rewards Program
PO Box 863
INGLEBURN NSW 1890**

We will endeavor to rectify any concerns that you may have.

★ Information We Collect and How We Use It

When we need to collect personal information from you, so that we can provide you with a particular service – such as ONE REWARDS® – you will be asked to voluntarily supply this information.

We will use your email address, or another contact address as specified by you, to send confirmation if necessary.

These contact details will be used to i) send you information relating to redemption of your ONE REWARDS®, ii) notify you about special offers or promotions, iii) notify you of new products, company and industry information. You may opt-out of receiving information in ii) and iii) above, however, to be a registered member of the ONE REWARDS® program, we must be able to contact you about the redemption of your ONE REWARDS®.

When choosing to become a ONE REWARDS® member, you will have consented to receive the kinds of information described above. However, you will be given the opportunity to opt-out of receiving certain information.

Your contact information such as your name, delivery address, telephone number and email address would also be used to disclose to third parties that have been prior identified, whom would need this information to complete a ONE REWARDS® voucher.

Any information you supply to us will be treated as confidential.

★ Redeeming Gift Vouchers and Experience Vouchers

The personal information you provide to us upon registration will be made available to the third party supplying the vouchers or experiences for the purpose of completing a voucher redemption on your request.

Complete contact details for these third parties can be supplied on request should you wish to read their privacy statements on the use and collection of information.

★ Disclosure of information to third parties

We will only disclose personal information to third parties on a specific need-to-know basis, for the following purposes:

- i) In order to better service your account and preferences by keeping you informed of your account status and activities through printed or electronic statements.
- ii) To assess your entitlement benefits
- iii) To redeem ONE REWARDS®

Third parties are not to use the information supplied to them for any other purpose other than for the purpose Kong's (Aust.) Pty Limited specifies.

We do not permit the sale or transfer of personal information to entities outside of the ONE REWARDS® program, for use without your approval.

★ Emails about Special Offers and Promotions and Opt-out

It is our intention to only send you email and postal communications that will be useful to you and that you indicate you would like to receive. When you register with ONE REWARDS®, and provide your contact details, we will periodically contact you and provide you with information about special offers and promotion that may be of interest to you.

Every time you receive an email or post, you will be given the opportunity to opt-out from any further correspondence. However, Your ONE REWARDS® account will have to be deleted should you not supply us with a working contact address for redemption purposes.

★ Contact Us

Kong's (Aust.) Pty Limited

New South Wales, QLD, ACT, Victoria, Tasmania

97 Williamson Road
Ingleburn NSW 2565 Australia

P.O Box 863
Ingleburn NSW 1890 Australia

Telephone	+61 (02) 8796 5188
Fascimile	+61 (02) 8796 5199
Sales Telephone	1300 883 188
Sales Facsimile	1800 888 433
Email	sales@kongs.com.au
Website	www.kongs.com.au



MEMBERSHIP FORM



To start earning your One Rewards points, simply fill out the information below and post back to Kong's. Your membership will be confirmed by post, where you will receive your official member card and documentation.

**Att: One Rewards
PO Box 863, Ingleburn, NSW, 1890**

Members Name:

Shop Name:

Delivery Address (*must be a business address*):

Days delivery can be accepted:

Contact Phone Number:

Facsimilie Number:

Email Address:

**For your membership security, please select a password that you are likely to remember. You will be asked to quote this password for redemptions or to change your membership information.*

***Password:**

Please also provide a secret question and answer that we could ask you, should you forget your password.

Secret Question:

Secret Answer:

Please tick the following if applicable:

- I have read and agree to the One Rewards Terms & Conditions.
- I do not wish to receive email or post updates regarding special promotions, new products, industry/company events.
- I agree to have the One Rewards establishment fee of \$50.00 (+ G.S.T) charged to my account.

Signature: Date:

FOR OFFICE USE ONLY:

Authorised Member: _____

Customer Number: _____

Membership Commencement Date: _____

Confirmation letter sent: _____