

RONDO NEXUS REWARDS PROGRAM TERMS AND CONDITIONS

EFFECTIVE DATE: [date]

1. About

Rondo Building Services Pty Ltd ABN 69 000 289 207 (**Rondo**) operates the Rondo Nexus Rewards Program.

These Rondo Nexus Rewards Program Terms and Conditions (**Terms**) are Rondo's agreement with you about your membership in the Rondo Nexus Rewards Program which is made available to you by Rondo.

By accessing or using the Rondo Nexus Rewards Program in any way, you agree to be bound by these Terms. If you do not agree to be bound by these Terms, you must not access or use the Rondo Nexus Rewards Program and cease using your Rondo Nexus Account.

If you have any queries or complaints regarding the Rondo Nexus Rewards Program, please contact Rondo by:

Mail: 57-87 Lockwood Rd, Erskine Park, NSW, 2759 Australia
Email: rondo@rondo.com.au
Website: <https://www.rondo.com.au/contact-us>

2. Definitions

Australian Consumer Law means Schedule 2 of the Competition and Consumer Act 2010 (Cth).

Earning Activity means an activity which Rondo advises to you the doing of which will result in Rondo Nexus Points being credited to a Rondo Nexus Account. For example, Rondo may advise to you that completion of certain training activities, use of certain designs or products on building projects will result in Rondo Nexus Points being credited to a Rondo Nexus Account.

Earning Purchase means a good or service available for purchase from Rondo or a Participating Partner, the purchase of which results in Rondo Nexus Points being credited to a Rondo Nexus Account, and excludes Ineligible Purchases.

Eligible Purchase means:

(a) a good or service available for purchase from Rondo or a Participating Partner that is expressed as available for purchase using Rondo Nexus Points on the Rondo Nexus Platform, and excludes Ineligible Purchases; or

(b) a credit against an invoice owed by you to Rondo.

Ineligible Purchase means a purchase made from Rondo or a Participating Partner which is:

(c) a good or service which is restricted by an applicable law such as the Australian Consumer Law;

(d) a good or service reasonably determined by Rondo or any Participating Partner to be ineligible from time to time;

(e) a gambling product; or

(f) a political donation.

Participating Partner means a merchant that has agreed to participate in the Rondo Nexus Rewards Program by offering Earning Purchases and/or Eligible Purchases under an agreement with Rondo.

Privacy Policy means the privacy policy available [here](#).

Representative of Rondo includes an employee, contractor, agent or appointed receiver of Rondo but excludes a Participating Partner.

Rondo means Rondo Building Services Pty Ltd ABN 69 000 289 207 and its Representative.

Rondo Nexus Account means the account issued to you to access Rondo Nexus Points as part of the Rondo Nexus Rewards Program.

Rondo Nexus Points means the unit of currency stored in your Rondo Nexus Account that may be used to purchase Eligible Purchases.

Rondo Nexus Rewards Program means the rewards scheme operated by Rondo.

Rondo Nexus Platform means an online portal operated by Rondo through which you can redeem Rondo Nexus points for Eligible Purchases.

You means a person holding a Rondo Nexus Account and who has elected to be a member of the Rondo Nexus Rewards Program. For clarity, if you agree to these Terms as a non-individual entity (such as a body corporate or partnership), **you** means that entity.

2.1 In these Terms, unless the contrary intention appears:

- (a) the singular includes the plural and vice versa; and
- (b) a reference to 'include; or 'including' means 'including but not limited to'.

3. Eligibility

3.1 You are only eligible to participate in the Rondo Nexus Rewards Program if:

- (a) you hold a Rondo Nexus Account; and
- (b) you are not in breach of these Terms;

3.2 You must not use Rondo Nexus Points for fraudulent, improper or unlawful purposes.

4. Registration and Activation

4.1 You are registered for the Rondo Nexus Rewards Program when you successfully register for the Rondo Nexus Account using the website made available by Rondo and are issued a Rondo Nexus Account by Rondo.

4.2 You must not join or use the Rondo Nexus Rewards Program or your Rondo Nexus Account on behalf of any other person or allow another person to use the Rondo Nexus Rewards Program or your Rondo Nexus Account on your behalf unless that person is acting as a representative of your business (as authorised by you) when using your Rondo Nexus Account.

4.3 Rondo is authorised to act on any instructions given by you in accordance with these terms or through the Rondo Nexus Store, except where Rondo has actual knowledge that the instructions are not given / authorised by you (including not given by a representative authorised by you) or where Rondo acts

with fraud, wilful misconduct, recklessness or negligence.

5. Rondo Nexus Points

5.1 Earning Rondo Nexus Points

- (a) You may earn Rondo Nexus Points through:
 - (i) any Earning Purchase; or
 - (ii) an Earning Activity.
- (b) You will not earn Rondo Nexus Points if the Earning Purchase is cancelled, refunded or terminated or if you breach any of your obligations in relation to the Earning Purchase or Earning Activity, unless the Earning Purchase or Earning Activity is cancelled, refunded or terminated as a result of our own fraud, negligence or wilful misconduct of Rondo or its Representatives.
- (c) Ineligible Purchases are excluded from earning Rondo Nexus Points.
- (d) Rondo does not guarantee or represent any quantum of Rondo Nexus Points you may earn as a result of your participation in Rondo Nexus Points, unless otherwise specified by Rondo.
- (e) The purchase of an Earning Purchase is subject to sale terms and conditions imposed by Rondo or the Participating Partner. The participation in an Earning Activity is subject to the terms and conditions imposed by Rondo.
- (f) Points do not have a cash value and are not exchangeable for cash.
- (g) Earn rates are published on the Rondo Nexus Platform.

5.2 Crediting Rondo Nexus Points

- (a) Rondo will use its reasonable endeavours to credit your Rondo Nexus Account within up to 60 days from the end of the calendar month after Rondo or the Participating Partner receives the amount for an Eligible Purchase or such other time period specified by Rondo.

- (b) If you have not been credited with Rondo Nexus Points in accordance with clause 5.2(a) of these Terms, you must make a claim for the crediting of Rondo Nexus Points within 90 days after Rondo or the Participating Partner receives the amount for the Eligible Purchase. Unless otherwise specified by Rondo, claims for the crediting of Rondo Nexus Points cannot be made if you do not meet the eligibility criteria set out in clause 3.1 of these Terms.
- (c) Rondo reserves the right to deny or revoke the crediting of Rondo Nexus Points at any time if Rondo or the Participating Partner reasonably determines that the Rondo Nexus Points were improperly obtained or erroneously credited to your Rondo Nexus Account.

5.3 Holding Rondo Nexus Points

- (a) You may view your Rondo Nexus Points balance in your Rondo Nexus Account at any time by logging into the Rondo Nexus Platform.
- (b) Your Rondo Nexus Points will be forfeited 24 months after the last date you earned or redeemed Rondo Nexus Points and you will forfeit any Rondo Nexus Points which have not been redeemed before termination of your participation in the Rondo Nexus Rewards Program (including Rondo's termination of the Rondo Nexus Rewards Program).

5.4 Redeeming Rondo Nexus Points

- (a) You may redeem your Rondo Nexus Points using the Rondo Nexus Platform.
- (b) You must have accumulated a Rondo Nexus Points balance equal to or greater than the minimum redemption amount indicated and communicated through the Rondo Nexus Platform. Any limits or other criteria applying to a redemption request may also be stipulated on the Rondo Nexus Platform.
- (c) In order to redeem your Rondo Nexus Points, you must satisfy the eligibility criteria referred to in clause 3.1 of these Terms at the time of redemption.

6. Participating Partners

6.1 Rondo has partnered with Participating Partners to offer you the opportunity to:

- (a) earn Rondo Nexus Points on Earning Purchases made from those Participating Partners; and
- (b) purchase Eligible Purchases in exchange for Rondo Nexus Points.

6.2 Any product or service you purchase from a Participating Partner is governed by and subject to the Participating Partner's policies and terms, including their return, cancellation, and shipping policies (as applicable).

6.3 Any Participating Partner is not an agent of Rondo and operates independently. Your purchase of an Eligible Purchase from a Participating Partner is a contract solely between you and the Participating Partner, unless otherwise specified by Rondo.

6.4 Rondo is not responsible for any changes to, or discontinuation of a Participating Partner.

6.5 Rondo assumes no liability or responsibility for any content, goods or services provided by a Participating Partner including the quality, merchantability or fitness of such content, goods or services, that such content, goods or services are lawful or the delivery of such content, goods or services (except to the extent that liability or responsibility arises from the fraud, negligence or wilful misconduct of Rondo or its Representatives).

7. Termination

7.1 Rondo may terminate or suspend your participation in the Rondo Nexus Rewards Program at any time by giving you at least 30 days' written notice.

7.2 Rondo may immediately terminate or suspend your participation in the Rondo Nexus Rewards Program, immediately without notice, if:

- (a) you breach these Terms and such breach gives rise to a materially adverse commercial risk or regulatory or compliance risk for Rondo;
- (b) Rondo believes it reasonably necessary to protect against a legal, security or reputational risk of Rondo; or

- (c) your Rondo Nexus Account remains inactive for greater than 24 months.

7.3 You may cancel your participation in the Rondo Nexus Rewards Program at any time through the Rondo Nexus Platform.

7.4 Upon termination (or suspension) of your participation in the Rondo Nexus Rewards Program your Rondo Nexus Account will be terminated.

7.5 We may terminate the Rondo Nexus Rewards Program for legitimate business purposes by giving you at least 3 months' notice of termination.

8. Changes to these terms and conditions

8.1 We may change these Terms, or any part of it, at any time without your consent, for one of the following reasons:

- (a) to comply with any change or anticipated change in any relevant law, code of practice, guidance or general industry practice;
- (b) to reflect any decision of a court, ombudsman or regulator;
- (c) to reflect a change in our systems or procedures, including for security reasons;
- (d) to respond to changes in the cost of providing the Rondo Nexus Rewards Program; or
- (e) to make these Terms clearer or to provide additional features.

8.2 This includes but is not limited to changes to Rondo Nexus Point earn rates and changes to how many Rondo Nexus Points it will take for a redemption purchase (redemption rate).

8.3 Unless the change has no material impact on your obligations, or otherwise reduces your obligations, we will give you 30 days' advance notice of any change.

9. How we communicate

You agree to receive communications including communications highlighting deals available through the Rondo Nexus Rewards Program. We may communicate with you using the contact information you have provided to Rondo or when registering or

using a Rondo Nexus Account. You consent to receive electronic communications including any notices or other information that we may be required to provide you by law in writing unless you have withdrawn or varied your preferences using the Rondo Nexus Platform.

10. Liability

10.1 You agree that we are not liable for any loss, damage or liability in connection with:

- (a) the unauthorised use of your Rondo Nexus Points;
- (b) any goods and/or services or Eligible Purchase purchased from Participating Partners by you;
- (c) any merchant or product descriptions contained on our website or contained in communications sent to you by us or on our behalf, where these are provided to us by a Participating Partner;
- (d) any failure of or delay in a Participating Partner failing to provide us with any information or perform any act upon which we depend; or
- (e) any failure or default beyond our reasonable control,

except to the extent that the loss, damage or liability is the result of the fraud, negligence or wilful misconduct of Rondo or its Representatives.

10.2 If you are:

- (i) a consumer or small business for the purposes of Australian Consumer Law; or
- (ii) a consumer for the purposes of the Consumer Guarantees Act 1993 (New Zealand) (**CGA**),

you have the benefit of certain protections under the Australian Consumer Law and/or the CGA (as applicable). Nothing in this document shall be taken to exclude liability which may not be excluded under the Australian Consumer Law and/or the CGA. However, to the extent permitted under the Australian Consumer Law and/or the CGA, and except as otherwise specified in these Terms, in relation to any loss you have suffered:

- (a) our liability is limited to the cost of providing the relevant services again; and
- (b) we have no liability for any indirect, special or consequential loss (including loss of profits, actual or anticipated revenue).

11. **Governing law**

These terms and conditions are governed by the laws of New South Wales, Australia, and you submit to the non-exclusive jurisdiction of the courts in that state.

12. **Privacy**

- 12.1 You agree that we may collect, hold, use and disclose your personal information provided to us when you register for the Rondo Nexus Rewards Program as described in these Terms and any other privacy notices that we provide you subject to the terms in the Privacy Policy.
- 12.2 Our Privacy Policy describes how Rondo collects, hold, use and disclose personal information in the course of its business operations as a whole. It also explains how you can seek to access or correct any personal information Rondo holds about you, how to complain about a privacy breach and how Rondo will deal with a privacy complaint.