

Tumu Rewards Programme

Terms and Conditions

These are the Terms and Conditions for the Tumu Rewards Programme by Tumu Supplies. By registering for and using your Tumu Rewards Account, you agree to be bound by these Terms and Conditions.

Definitions

In these Terms:

'Tumu Supplies' means the following Tumu building supplies stores: Tumu Dannevirke Limited, Tumu Gisborne Limited, Tumu Hastings Limited, Tumu Havelock North Limited, Tumu Masterton Limited, Tumu Napier Limited and Tumu Frame & Truss Ltd. Tumu Supplies companies are subsidiaries of Fletcher Distribution Limited.

'Tumu Rewards' means the Tumu Rewards Scheme operated in accordance with these Terms.

'Tumu Reward Points' means the points accrued by you as a member of Tumu Rewards.

'Tumu Rewards Member Portal' means the customer portal online at www.tumurewards.co.nz

The Tumu Rewards programme will run from 1 October 2022.

Eligibility

To be eligible for Tumu Rewards, you must be at least 18 years of age and hold a trading account with one of the Tumu Supplies companies.

Participation in the programme is at the invitation of Tumu Supplies and is only available to a Tumu Supplies company trade account holder. Registration for Tumu Rewards can be completed in your local store. Final approval for the programme is at the discretion of Tumu Supplies.

Participation in the Tumu Rewards Programme by a member constitutes acceptance of these terms and conditions and Tumu Supplies standard terms of trade available at www.tumusupplies.co.nz.

If a member does not wish to be bound by these terms and conditions, a member may cancel their membership at any time.

Tumu Rewards members undertaking labour-only building work for a customer, are required to disclose their participation in the Tumu Rewards programme to that customer, to ensure compliance with statutory requirements.

Tumu Rewards and Points

Tumu Rewards Points are earned according to individual member spend and Tumu Rewards Programme Terms and Conditions and are at the sole discretion of Tumu Supplies.

Tumu Rewards Points will be calculated at three points for every GST exclusive dollar of the transactions between you and Tumu Supplies.

Tumu Rewards Points will not be credited to you for the cost of freight, packaging, pallets, and any other incidental amounts (unless Tumu Supplies determines otherwise in its sole discretion).

Tumu Rewards Points shall only be awarded to you in relation to transactions to which a discount, sales promotion or other incentive programme applies if Tumu Supplies determines that they should be awarded (in its sole discretion).

Tumu Rewards Points will accrue for purchases made on or after the date of the Tumu Rewards registration form being completed and processed.

Members will be sent a monthly email statement showing how many Tumu Rewards points they have earned and/or redeemed.

Tumu Rewards Points will only be allocated for invoices paid by their due date where Tumu Rewards members are within their agreed trading terms. For the avoidance of doubt any payment arrangements including but not limited to payment plans, members in debt hibernation or any form of creditors compromise or similar are outside trading terms and will not earn points.

Tumu Rewards members' trade accounts with Tumu Supplies must be within trading terms for a member to be eligible to receive any Tumu Rewards or redeem points in the Tumu Rewards programme.

Credits and refunds processed on a member's trade account will reduce the payment amount and therefore the points balance.

Tumu Rewards Points are valid for 24 months. Any points remaining unused after this date will lapse.

Tumu Rewards Points cannot be combined with any other member's points or sold, assigned, or transferred.

Tumu Rewards Points, bonus Tumu Rewards Points, and any rights they confer, are not transferable, exchangeable, cannot be redeemed for cash and cannot be sold, assigned, or otherwise dealt with except in accordance with these Terms and Conditions. Tumu Rewards Points have no cash or monetary value.

Tumu Supplies reserves the right to reduce or deduct any points accrued by the member to set off any debts owed by that member to Tumu Supplies or a Related Company of or including Fletcher Distribution Limited.

Tumu Rewards may increase or decrease the earn rate for rewards at any time without notice.

Rewards

Tumu Rewards offers a variety of Rewards in the Tumu Rewards online catalogue. The range and types of the Rewards will change from time to time without notice at the discretion of Tumu Rewards.

Each Reward has a brief product description and displays the number of Tumu Rewards points required to be redeemed for that Reward.

Conditions to Individual Rewards

Conditions may apply to individual Rewards, and in such cases, the use of that item may be subject to further specific Terms and Conditions made by the third-party supplier. These details and/or, a link to a third-party supplier's terms, may be provided in the product description. Please note:

- a. All vouchers are subject to the retailer's terms and conditions and usually include an expiry date or validity period.
- b. Certain conditions may be enforced by the suppliers, for example travel or experience related products may impose date and time restrictions.
- c. Select products are subject to third-party end user licences and regulations.
- d. Legislative restrictions apply to the selling, supply and obtaining of classified products.
- e. All vouchers and cash loaded cards are deemed to be cash. Tumu Rewards takes no responsibility for the cash balance on any cards lost, stolen, misplaced, or fraudulently used after these have been delivered to you. Tumu Rewards will take reasonable precautions to ensure the safe delivery of voucher and cash cards.

In New Zealand, under the Films, Videos, and Publications Classification Act 1993 it is illegal to sell, hire, show or give a restricted (red labelled) film or game to anyone under the age shown on the label (unless an exception is stated on the label) ('Classified Product').

By ordering a 'Classified Product' in New Zealand you warrant that you are: 18 years of age or older and if you order rewards that are classified "Restricted 18", "Restricted 16", "Restricted 15" or "Restricted 13" that they will not be given to anyone under the specified restricted age.

In New Zealand under the Sale and Supply of Alcohol Act 2012 it is illegal to sell/supply alcohol to someone under the age of 18 years. By ordering Alcohol, you warrant that you are 18 years of age or older.

Donations

Members may redeem Tumu Rewards Points to make a monetary donation to a specified charity.

Tumu Rewards will pay the monetary amount to the specified charity within 90 days of redemption.

Pursuant to tax laws, members are not entitled to a tax invoice, tax receipt or tax deduction for redeeming Tumu Rewards to make a monetary donation to a charity.

Availability

All Rewards are offered subject to availability. Redeeming your Tumu Rewards points for a reward, does not guarantee the reward is available.

Tumu Rewards reserves the right to refuse to provide any reward, terminate, remove, edit content or cancel orders (or part thereof) at any time.

Without limiting the operation of any other Terms herein, Tumu Rewards will not be held liable for loss or damage arising from the exercise of these rights.

Redeeming

Available Tumu Rewards Points may be redeemed at any time subject to members following the correct redemption procedures and subject to the member's trading account being within trading terms. Minimum purchase order quantities may be applicable on some reward items.

When a Reward is claimed, the number of Tumu Rewards points set out in the Tumu Rewards Catalogue will be deducted from the member's Tumu Rewards points balance, with the oldest Tumu Rewards being deducted first.

Tumu Rewards may also deduct from a member's Tumu Rewards balance:

- a. any Tumu Rewards points recorded in error; and
- b. any Tumu Rewards points relating to a transaction which is cancelled or where a refund/credit is given; and
- c. any Tumu Rewards points which are not used by a member to claim a reward within 24 months after the end of the month in which the Tumu Rewards were earned. These will expire and be deducted from the member's points balance.

Points + Pay

Select Rewards can be ordered using Points + Pay. For those items, the product description displays the minimum number of Tumu Rewards points (70% of the required points) that are required to be redeemed and the amount of money to be paid. Reward exclusions for Points + Pay apply and are at the discretion of Tumu Rewards.

Delivery

It is the member's responsibility to ensure the delivery address provided is correct at the time of ordering. Should the address be incorrect or incomplete, re-delivery may incur an additional freight and handling fee charged to the member. Tumu Rewards is not obliged to re-send the order to the correct address at Tumu Rewards'

expense, nor is Tumu Rewards liable for any loss to a member due to incorrect or incomplete address details being provided by the Member.

When ordering multiple rewards at the same time, each reward may be delivered by a different third-party supplier and be delivered on different dates.

Where a delivery is unsuccessful a representative or third-party supplier of Tumu Rewards may contact the member or named recipient to provide advice about the unsuccessful delivery and arrange to re-deliver the item. Members and recipients are required to provide reasonable assistance to facilitate re-delivery. Re-delivery may incur an additional postage and handling fee.

Where an unsuccessful delivery is returned to the third-party supplier, Tumu Rewards will refund the reward item/s less all freight fees and if applicable restocking fees to the member.

Damaged on Arrival (DOA)

Before signing to receive your reward delivery, visually inspect your reward package. If there is any exterior damage, please sign for the package with DOA. If the reward subsequently turns out to be damaged, notify Tumu Rewards to organise a replacement. Tumu Rewards will advise what to do with the damaged reward which may include returning the item to the third-party supplier, where the member is required to provide reasonable assistance to facilitate collection.

A limited amount of time is available for submitting DOA claims and varies between third-party suppliers. Tumu Rewards requires members to test the item within 24 hours of delivery for it to be eligible as DOA. After this period faulty items may not be considered DOA by the third-party supplier's Terms and Conditions and will instead be covered under the manufacturer's warranty which may carry different terms for shipping and repair.

Faulty Product

All manufacturers' warranties shall be valid where applicable; however, Tumu Rewards accepts no liability for damaged, lost or faulty goods other than their obligations under the Fair Trading Act 1986, the Consumers Guarantees Act 1993 or otherwise as required by law.

If an item obtained through Tumu Rewards is faulty, the member is required to notify Tumu Rewards as soon as reasonably possible of the issue and provide a detailed description of the fault and supporting photos. Tumu Rewards will advise the steps for assessment and any subsequent repair, replacement, or refund as per the third-party supplier's Terms and Conditions. The member is responsible for organising the item to be sent to the designated address for assessment and any associated costs including packing and delivery. At the conclusion of the assessment, if it is deemed not to be covered under the manufacturer's warranty, the member is responsible for all costs including but not limited to any assessment fees, repairs and return delivery of the item.

Incorrect Item Delivery from Order Placed

Where a short-shipment, over-shipment, and/or incorrect item to the order placed, is received, the member is required to notify Tumu Rewards within 48 hours. Tumu Rewards, where applicable, will organise the collection of item/s and the member is required to make the item/s available for collection, and Tumu Rewards where applicable will organise the resupply of item/s to the member. Any associated costs in correcting an order are the responsibility of Tumu Rewards.

Incorrect Order by Member or Change of Mind

The member is required to choose carefully. Where the member orders the incorrect item or changes their mind, Tumu Rewards and its third-party suppliers are not obliged to exchange or refund the item under the Consumers Guarantees Act 1993.

The member must contact Tumu Rewards within 7 days of delivery and the item must be in the same original condition with all accessories and any instruction manuals and in the original packaging as received by the member.

Tumu Rewards will advise whether the item is eligible for return and subsequent exchange or refund. If return is accepted by the third-party supplier, the member is responsible for organising the item to be sent to the designated address and any associated costs including packing, delivery, and restocking fee (if applicable). Where an exchange is requested, the member will be responsible for the delivery costs for the replacement item.

Information and Notification

Members of Tumu Rewards agree to receive notifications and provide any information related to the programme. Members may opt out of receiving notifications related to the Tumu Rewards Programme by following the links on emails or by written request directed to Tumu Rewards: info@tumurewards.co.nz.

Personal information about members will be collected by Tumu Rewards. This information will be used by Tumu Rewards, Tumu Supplies and Fletcher Distribution Limited for marketing purposes, credit checking and management, planning and research. Members may, under the provisions of the Privacy Act 1993, request access to their personal information held by Tumu Rewards. These requests must be in writing. For more information, please refer to the Tumu Supplies Privacy Statement.

Members' names and details may be used by Tumu Rewards for promotional purposes and the member agrees to participate in any publicity that Tumu Rewards may reasonably require.

- a. All Tumu Rewards enquires and redemption requests must be directed to Tumu Rewards via the Tumu Rewards website www.tumurewards.co.nz or Phone 0800 221 202 or email info@tumurewards.co.nz.
- b. Instructions appearing on any, and all programme literature form part of the Tumu Rewards Programme Terms and Conditions.
- c. The laws of New Zealand govern the Tumu Rewards Programme and these Terms and Conditions.

Termination

Tumu Rewards may terminate points and/or membership of a Tumu Rewards member, without notice and compensation and for any reason at its sole discretion, including (but not limited to) where the member:

- a. fails to comply with these Terms and Conditions; or
- b. supplies any misleading information or makes any misrepresentations to Tumu Supplies in connection with Tumu Rewards; or
- c. abuses any privilege accorded to the member under Tumu Rewards; or
- d. commits any misconduct or brings Tumu Supplies or its Related Companies into disrepute; or
- e. dies or becomes bankrupt; or
- f. fails to pay their trading account in full and on time.

Tumu Rewards points accrued under the programme by a member who has had their membership terminated may be forfeit at the sole discretion of Tumu Supplies.

If the Tumu Rewards Programme is cancelled, or the member closes their trade account, a member will have 60 days to redeem their Tumu Rewards points provided that the member is within trading terms, has paid all outstanding balances due and Tumu Supplies has not exercised their discretion of forfeiture. If members have not redeemed their points for Tumu Rewards within 60 days of a specified cancellation date, these points will become void.

Tumu Supplies reserves the right to terminate membership of the programme, without notice and compensation and for any reason. Tumu Supplies reserves the right to suspend, modify, or terminate the Tumu Rewards Programme (including the terms and conditions of the programme and membership) at any time, for whatever reason with or without notice and excludes any and all liability for any resulting loss of Tumu Rewards or benefits should this occur.

Liability

Tumu Rewards, its Related Companies, and agencies and any of their personnel assume no responsibility for:

- a. any error, omission, interruption, or delay in the operation or transmission of any communication sent to (or by) Tumu Rewards or any member whether caused by problems with communication networks or lines, computer systems, software or internet service providers, congestion on any carrier network or otherwise;
- b. any theft, destruction or unauthorised access to, or alteration of such communications;
- c. any problem with, or technical malfunction of, any computer system or other equipment used for the conduct of the Tumu Rewards Programme.
- d. any personal or company tax liability of Members, as a result of their participation in the Tumu Rewards Programme.

Fletcher Distribution Limited trading as Tumu Supplies excludes liability to the maximum extent permitted by law, to a member or any other person for any loss, costs, damages or injury to property or persons resulting from any defect or deficiency in any goods or services supplied as Tumu Rewards under the Tumu Rewards Programme. In the event of any dispute, the decision of Fletcher Distribution Limited will be final and no further correspondence will be entered into.