



Terms & Conditions

These terms of use have been developed with effect from 14/04/2009
These Terms of Use apply to all applicable items associated with the A-Card program as issued by PJ & JR Phillips Pty Ltd.

1. Introduction

This document contains the full set of terms of use governing your use of the rewards voucher and items associated with the A-Card program. We recommend that you read this document carefully before participating in the program. If you have any questions or would like more information about your rewards voucher, please call 41536036

2. Accepting the Rewards Voucher and agreeing to these Terms of Use

By accepting, redeeming or attempting to redeem a rewards voucher, you: accept and agree to be bound by these Terms of Use; and acknowledge that you have read and understood our Privacy Policy.

3. Rewards Voucher Inclusions & Exclusions

3.1 Inclusions

The A-Card Rewards voucher is only redeemable in store at Active Trade Solutions 56 Enterprise Street Bundaberg QLD 4670.

3.2 Exclusions

General exclusions (all rewards vouchers)
All concrete reinforcing (REO) and related products that fall within the REO category as deemed by Active Trade Solutions.

4.6 Re-issue of faulty or damaged Rewards Voucher

Re-issue of faulty or damaged rewards vouchers is not available unless the vouchers are proven to be faulty or damaged as a result of the production process or otherwise due to the fault of Active Trade Solutions, its agents or contractors.

4.7 Destruction of rewards voucher with no value

Once the rewards voucher is completely used it will be destroyed and cannot be reissued.

4.8 Lost or stolen rewards vouchers

Treat your rewards voucher like cash. Lost or stolen vouchers will not be replaced or refunded.

4.9 Can I exchange my Rewards Voucher?

You cannot exchange your rewards voucher for a different brand, denomination or type of rewards voucher or for another tender, cash or discount.

5. Your Rewards Voucher, your responsibility

You are responsible for the use and safety of your rewards voucher. You are liable for all transactions on your rewards voucher, except to the extent to which there has been fraud or negligence by us or by any of our employees.

6. A-Card Specials & Incentives

Active A-Card rewards vouchers, incentives, updates and promotions associated with the A-Card program may only be redeemed by A-Card holders who have agreed to receive such incentives as indicated by ticking the "Yes I do" box on the in store application or by "submitting the online form". The Active A-Card may be used to receive exclusive specials & incentives as set by Active Trade Solutions. The A-Card is not a discount card on all purchases.

7. Changes to Terms of Use

We reserve the right to change any of the terms contained in these Terms of Use at any time where the change is required:

To add or remove participating retailers and/or where the voucher may be redeemed;

To add or remove goods or services which may be purchased with the rewards voucher;

For infrastructural, systems, administrative or operational reasons or to prevent the occurrence of fraud or other unlawful or unacceptable conduct;

To comply with any contract, law, regulation or statute or order or judgment of any court, tribunal or other body having competent jurisdiction; or

Where we, acting reasonably, consider that it will not be to your detriment.

Changes to these Terms of Use will be available at www.activetradesolutions.com or available in store.

8. Privacy and confidentiality

Active Trade Solutions contracts a third party to securely manage the data we collect. The Privacy Policy explains how we handle the

ACTIVE
Trade Solutions
Products for **your** trade

4. Transactions made with the rewards voucher

4.1 How and where you can use the Rewards Voucher

Your rewards voucher may only be used at retailers who accept the voucher (Active Trade Solutions).

Active Trade Solutions will accept the rewards voucher in accordance with these Terms of Use and any applicable law. You acknowledge that the rewards voucher may not be used:

to pay a store or credit account

to purchase goods or services that a retailer is not permitted to supply to you (for example, a retailer cannot by law sell alcohol to you if you are under 18 years of age);

to make purchases from certain sub-lets or licensees operating within a retailer's premises.

for purchases over the Internet or by email, phone or fax.

4.2 Purchases with your Rewards Voucher

Select goods in your participating store with a rewards voucher and take them to the point of sale operator. The operator will instruct you to surrender the rewards voucher to be scanned. The transaction will be completed when the balance has reduced on transaction. No change or credit will be given: any remaining balance on the voucher at the end of the sale will be removed. The rewards voucher is single use and must be used in one transaction.

You agree that we can reduce voucher value by the value of all purchases of goods and services that are authorised by you. Transactions are authorised by you by:

Surrendering your rewards voucher, or allowing an operator or other person to do so, at an electronic point of sale terminal; or

Giving a participating retailer details of the rewards voucher and authorising the transaction in some other way approved by Active Trade Solutions.

When you authorise a transaction:

you are confirming that the transaction correctly represents the purchase price of the goods or services obtained; and

you are agreeing to pay the amount of that transaction by the reduction of the remaining rewards voucher value.

4.3 Purchases exceeding the rewards voucher value

Your rewards voucher may only be used to make purchases up to the total voucher value. If you wish to make a purchase for an amount that exceeds this value, you must pay the excess using another payment method.

4.4 No Cash advances

You cannot obtain any cash advance with your rewards voucher or redeem your rewards voucher for cash.

4.5 Validity and expiry of Rewards Voucher

Your rewards voucher will be valid for use for two months from the date of issue (or as otherwise extended by us) Any balance that remains on a rewards voucher will not be available for use after the vouchers expiry date.

The expiry date of the voucher can be found on the rewards voucher

9. Errors and complaints

9.1. Rewards Vouchers

If you have reason to believe that an error has occurred in relation to your Rewards Voucher, you should call 41536036.

9.2. Goods or services

Any complaints about goods or services purchased with a rewards voucher must be resolved directly with the store concerned. If the product is found to be faulty, the product will be exchanged. If for some reason the product is not available a store credit will be issued.

10. Force majeure

To the extent permitted by law, we will not be liable to you for any loss or damage (whether direct or consequential), nor be in default under these Terms of Use, for failure to observe or perform any of our obligations under these Terms of Use for any reason or cause which could not, with reasonable diligence, be controlled or prevented. These causes include acts of God, acts of nature, acts or omissions of government or their agencies, strikes or other industrial action, fire, flood, storm, riots, power shortages or failures, sudden and unexpected system failure or disruption by war or sabotage, and other acts or omissions of third parties.

11. Applicable law

These Terms of Use are to be construed and enforced in accordance with the laws of Queensland, Australia. Any dispute arising from your receipt or use of a rewards voucher is exclusively subject to the jurisdiction of the courts of Queensland, Australia.

**Thank you for your
cooperation!**