



## ◆ LOYALTY PROGRAM REWARD SCHEME ◆

### HARVEY NORMAN COMMERCIAL DIVISION TERMS & CONDITIONS

Effective 1<sup>st</sup> February 2020

#### 1. Introduction

##### 1.1 These Terms and Conditions:

- (a) apply to and govern the contractual relationship between the Program Partner and each Member with respect to the Reward Scheme made available by the Program Partner as a participant in the Qantas Business Rewards Program;
- (b) are effective as at the date specified above and may be amended from time to time; and
- (c) operate in conjunction with the Qantas Business Rewards Program Terms and Conditions (available at [www.qantasbusinessrewards.com](http://www.qantasbusinessrewards.com)) and in the event of any inconsistency or conflict the Qantas Business Rewards Program Terms and Conditions prevail.

The current Reward Scheme Terms and Conditions are available at [www.harveynormancommercial.com.au/qantasbusinessrewardsterms](http://www.harveynormancommercial.com.au/qantasbusinessrewardsterms)

- 1.2 It is the Member's responsibility to read and understand them. Any queries regarding these Terms and Conditions should be directed to the Program Partner.

#### 2. Definitions

##### 2.1 Unless the context otherwise requires:

- (a) terms used in the Qantas Business Rewards Program Terms and Conditions and the QFF Program Terms have the same meaning in these Terms and Conditions; and
- (b) the following terms have these meanings in these Terms and Conditions.

**Approved Account Customer** means a business that an Authorised Licensee of Harvey Norman Commercial Division has added to its register of Approved Account Customers.

**Authorised Licensees** means licensees of Darwinavit Pty Ltd trading as Harvey Norman Commercial Division who have been authorised to offer Qantas Points on Eligible Products.

**Eligible Products** means all products offered by Harvey Norman Commercial Division via one of its Authorised Licensees except for Miele, Gaggenau, Neff, Falcon, Asko, and any other agency sales products as notified by Harvey Norman Commercial Division and updated in these terms and conditions from time to time. In an agency sales product transaction a customer purchases the product directly with the supplier such as Miele and Harvey Norman Commercial Division acts as a sales agent.

**Harvey Norman Commercial Division Account** means in relation to each Member the membership account maintained by or on behalf of Harvey Norman Commercial Division in which all membership details are held.

**Member means a person who:**

- is an Approved Account Customer of the Approved Franchisee from whom the Member purchases Eligible Products;
- is a member of Qantas Business Rewards

**Program Partner** means DARWINAVIT PTY LTD (ABN 53 784 322 464) trading as HARVEY NORMAN COMMERCIAL DIVISION

**Reward Scheme** means, for the purposes of these Terms and Conditions, the Harvey Norman Commercial Division Qantas Business Rewards Program which is operated by the Program Partner.

**Terms and Conditions** means these Reward Scheme Terms and Conditions which are administered by the Program Partner.

2.2 In these Terms and Conditions, 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. Application of Reward Scheme Terms and Conditions

By claiming any Qantas Business Rewards Benefit under the Reward Scheme, a Member agrees to be bound by these Terms and Conditions in addition to the Qantas Business Rewards Program Terms and Conditions.

### 4. Changes to Reward Scheme

4.1 Subject to clause 4.2 and the Reward Scheme Terms and Conditions, the Program Partner may implement any changes (whether material or otherwise) to these Terms and Conditions and the Qantas Points offered in relation to Eligible Products, including changes to:

- (a) the ways in which Qantas Points are earned under the Reward Scheme;
- (b) Eligible Products; and
- (c) restrictions, conditions and eligibility to earn Qantas Points under the Reward Scheme.

4.2 The Program Partner will inform Members of material changes to these Terms and Conditions and where such changes will reduce the number of Qantas Points offered to Members under the Reward Scheme, when possible, give Members at least 30 days' notice.

4.3 Without limiting clause 4.1 in any way, Members will be taken to have received the notice referred to in clause 4.2 if the Program Partner or Qantas Business Rewards Program notifies Members of the change by sending an email to the email address in the Membership Account.

### 5. Termination or suspension of the Reward Scheme

5.1 The Program Partner gives no undertaking as to the continuing availability of the Reward Scheme. The Program Partner may terminate or suspend the Reward Scheme at any time, and will give at least 60 days' notice to Members of such termination or suspension, except if the Qantas Business Rewards Program ceases to operate, in which case the Reward Scheme will cease immediately.

5.2 If the Program Partner terminates or suspends the Reward Scheme, subject to the Qantas Business Rewards Program Terms and Conditions Members will be able to convert Qantas Points during the notice period, except where:

- (a) Qantas is ceasing to operate an airline business and/or has gone into liquidation, receivership or other form of administration; and/or
- (b) the Program Partner ceases to operate its business and/or has one into liquidation, receivership or other form of administration,

in which case Qantas Points in Qantas Business Rewards may be cancelled without notice

## **6. Earning Qantas Business Rewards Benefits**

6.1 Subject to the exclusions, limitations and other conditions specified in this clause 6, the Program Partner will award Qantas Business Rewards Benefits to Members at the applicable rate specified in the Program Partner Earn Table, or in any special offer, for Eligible Products paid for by the Member for the Member's business related purposes.

6.2 No Qantas Business Rewards Benefits will be awarded if the Eligible Product is cancelled, refunded or returned.

6.3 To earn Qantas Business Rewards Benefits in relation to an Eligible Product, the Member must quote its ABN and at the time of purchasing an Eligible Product and must comply with any other requirements or procedures advised by the Program Partner prior to the purchase including settling the approved account within 40\* days following due date for payment (\*Applicable to all 30 day trading accounts (ie end of month following month of purchase). In the case of a 60 day account (ie. end of second month following month of purchase) approved accounts must settle within 10 days following due date for payment.

6.4 It is the responsibility of the Member to check whether a product or other activity is eligible to earn Qantas Business Rewards Benefits, and if so how many Qantas Points or which other Qantas Business Rewards Benefits will be earned, before making a purchase or undertaking the relevant activity.

6.5 Members must provide the Program Partner on request with documented verification of the purchase of an Eligible Product. The Program Partner reserves the right to deny or revoke the crediting of Qantas Points in Qantas Business Rewards at any time if the Program Partner determines that Qantas Points were improperly obtained or erroneously credited to a Member's Membership Account.

6.6 The Program Partner may offer additional opportunities to earn Qantas Points in Qantas Business Rewards under a special promotion from time to time, in which case the terms and conditions referred to in the promotion will apply.

6.7 Unless otherwise determined by the Program Partner, Members are not eligible to earn Qantas Points in the Reward Scheme if they have their principal place of business outside Australia or if an Event of Default (as defined in the document which sets out the terms of the Eligible Product) has occurred or if they are not Approved Account Customer of the Approved Franchisee from whom that Member purchases products.

6.8 The Program Partner may offer additional opportunities to earn Qantas Points under as special promotion from time to time, in which case the terms and conditions referred to in the promotion will apply.

## **7. Crediting Qantas Points in Qantas Business Rewards**

7.1 The Program Partner will endeavour to instruct Qantas Business Rewards to credit the applicable number of Qantas Points to the Membership Account within 45 days after the settlement of the monthly Harvey Norman Commercial Division account (Mastercard, Visa, AMEX attract 2% surcharge). It is the responsibility of the Member to check that the correct number of Qantas Points has accumulated in the Membership Account.

7.2 Claims for the crediting of Qantas Points in Qantas Business Rewards retrospectively must be made by the Member to the Program Partner within 90 days after the purchase of an Eligible Product. Unless otherwise specified by Qantas Business Rewards, claims for the crediting of Qantas Points cannot be made if the Membership is not current or if the Membership Account was not active at the time the Eligible Product was purchased.

## **8. Suspension or termination of a Member or Qantas Points in Qantas Business Rewards**

8.1 The Program Partner reserves the right to terminate a Member's participation in the Reward Scheme or withhold or cancel Qantas Points claimed under the Reward Scheme if a Member or any of the Member's representatives has attempted to claim Qantas Points under the Reward Scheme to which they were not entitled.

8.2 The Program Partner and Qantas Business Rewards will not be liable for any loss or damage whatsoever suffered by any person as a result of such withholding or cancellation and the Member is responsible for ensuring that its nominated Qantas Points Recipients are notified of this.

## **9. Personal Information**

9.1 The Program Partner will ensure that any personal information it receives in connection with the Reward Scheme will be collected, used and disclosed in accordance with the Program Partner's privacy policy which is available at [www.harveynormancommercial.com.au](http://www.harveynormancommercial.com.au) In particular, the Program Partner may disclose personal information (such as names, ages, addresses, telephone numbers, email addresses, account numbers and transactions under Eligible Products) to Qantas to assist in the administration of the Qantas Business Rewards Program.

9.2 The Program Partner's privacy contact officer can be contacted for further details regarding the personal information the Program Partner may hold and advice about how personal Information held by the Program Partner can be corrected. The privacy contact officer can be contacted by:

Phone: +61 8 8922 4130

Email: [mark.raman@au.harveynorman.com](mailto:mark.raman@au.harveynorman.com)

Mail: PO Box 39351, Winnellie NT 0828

## **10. Taxation Implications**

10.1 The Program Partner recommends that Members and their nominated Qantas Points Recipients consult their accountant or tax adviser to ensure that they understand possible tax (including fringe benefits tax) implications, if any, related to their earning and use of Qantas Points under the Reward Scheme.

10.2 Each Member acknowledges and agrees that the Program Partner and Qantas will not be responsible and shall not have any liability for any tax or fringe benefits tax or other tax arising from a Member's or the Benefit Earner's participation in the Qantas Business Rewards Loyalty Program or receipt of Qantas Business Rewards Benefits.

### **PLEASE NOTE:**

Qantas Points not available on goods purchased from our  
Harvey Norman Commercial Division Clearance Centre  
or  
Harvey Norman Commercial Division Warehouse Sales.

**DARWINSUPA PTY LTD AS TRUSTEE FOR DARWINSUPA NO 2 TRUST  
TRADING AS HARVEY NORMAN AV/IT DARWIN ACN 635 505 663 ABN 22 588 534 660**

## Qantas Business Rewards Program Partner Earn Table

This table may vary from time to time in accordance with the Reward Scheme Terms and Conditions. It is the responsibility of the Member to check whether a proposed transaction is eligible to earn QFF Points, and if so how many QFF Points will be earned.

Program Partner	Harvey Norman Commercial Division
<b>Eligible Products</b>	All products offered by Harvey Norman Commercial Division except agency sales products including Miele, Gaggenau, Neff, Falcon and Asko. Points cannot be earned on Harvey Norman gift cards.
<b>Qantas Business Rewards Benefit Earn Rate</b>	1 QFF Point for every 1 dollar paid

Initial Minimum Spend \$5000 for approved Trade Accounts.