



# NATIONAL TILES TRADE CLUB TERMS & CONDITIONS

If you have any questions, please do not hesitate to contact **National Tiles Head Office** on (03) 9644 6333.

## 1. Introduction

- 1.1 The National Tiles Trade Club will commence on 1/7/09. These Terms and Conditions form the basis of The National Tiles Trade Club. They are intended to protect both Members and the National Tiles Group. It is the Member's responsibility to read and understand them.
- 1.2 These Terms and Conditions are effective as at the date specified and may be amended by National Tiles from time to time. Members will be provided with a copy of the Terms and Conditions at the time of joining The National Tiles Trade Club and changes will be posted on the National Tiles website.
- 1.3 Every Member is bound by these Terms and Conditions.

## 2. Exemptions

- 2.1 Any National Tiles clients who have pre-approved special pricing/deals or any individual product sold below our standard trade pricing (ie T3;R2) are exempt from The National Tiles Trade Club. However, these clients are eligible to enter the Major Draw. This includes all contract pricing and any prices that fall below our preset pricing categories.

## 3. Changes to The National Tiles Trade Club

- 3.1 National Tiles reserves the right to make any changes (whether material or otherwise) to National Tiles Trade Club, the Terms and Conditions, the Awards or Benefits offered.

## 4. How it Works

- 4.1 With no qualification period, start accruing Points from the minute you join The Trade Club. For every \$1 spent, you earn 1 Point (i.e. \$20 = 20 Points). All Points accrued can be redeemed at any time (see the current Rewards catalogue). In addition, every \$5,000 spent entitles you to 1 ticket into the draw for a Major National Prize. (Maximum of 1 ticket per month). National Tiles may offer periodical incentives to double or even triple your Points on bonus products.

## 5. Membership

- 5.1 Membership of The National Tiles Trade Club is only open to companies/individuals who hold an active trading National Tiles account.
- 5.2 Each Member may have only one National Tiles Trade Club Membership card.
- 5.3 Successful applicants will be assigned a Membership number and card. The card, along with the Membership number, Member's surname, birth date, will be used for security of the Member's Membership information. It is the Member's responsibility to ensure that their card and other security information are kept secure.
- 5.4 Each Member must advise National Tiles of any change of name, address, or other details as soon as practicable after the change. Changes to the mailing address, card or other details may be made directly to your Account by calling or emailing the National Tiles Customer Service desk. You must supply your Membership number when making any such changes. Written proof must be supplied for any change of name, and may be required for other changes. National Tiles is not responsible for any failure by a Member to notify National Tiles of any changes in accordance with this clause, or for any incorrect changes notified to National Tiles.
- 5.5 Members may, at any time, cancel their Membership by providing written notice to National Tiles.

Note: due to administrative constraints, upon receipt of a written notice, National Tiles will cancel the relevant Membership and all accumulated Points in that Member's account will immediately expire. Accordingly, National Tiles recommends that Members carefully plan all cancellations to avoid unintentional loss of accumulated Points.

## 6. The Card, Membership Number and Benefits

- 6.1 By using the Card or Membership number, or redeeming any points, the Member agrees to be bound by the Terms and Conditions and provides the consent specified 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.
- 6.2 The Card is and will remain the property of National Tiles and must be returned on demand. It is not a payment card.

- 6.3 In the event of loss, theft or unauthorised use of your Card or unauthorised use of your Membership number, it is your responsibility to advise National Tiles as soon as possible. The Member is liable for all use of the Card or Membership number until National Tiles is notified of the loss, theft or unauthorised use of the Card.

## 7. Member Obligations and Responsibilities

- 7.1 Members must not:
  - (a) act in any way which breaches these Terms and Conditions; or
  - (b) abuse or misuse of The National Tiles Trade Club, any awards, benefits, facilities, services or arrangements 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 National Tiles or any Partner;
    - (iii) selling, assigning, transferring any Reward Points other than in accordance with these Terms and Conditions;
    - (iv) acting in a hostile, abusive or aggressive way towards National Tiles staff;
    - (v) acting in an unruly manner in any store;
    - (vi) refusing to follow a National Tiles employee's reasonable instructions.
- 7.2 Each Member is responsible for ensuring that they have sufficient Points to redeem any Award that they request.
- 7.3 Each Member is responsible for regularly checking their Membership account and must notify National Tiles of any omissions, incorrect entries or other discrepancies within three months of any other transaction. National Tiles reserves the right to require proof of earning from the Member, including copies of receipts or similar documentation.

## 8. Suspension or Termination of Membership

- 8.1 If a Member has committed a material breach of any of the Terms and Conditions or has failed to pay any money due under The National Tiles Trade Club by the due date, whether intentionally or otherwise, then National Tiles will do any one or more of the following:
  - (a) suspend or eliminate the Member's Membership and/or the right of the Member to use the Card;
  - (b) reverse or cancel the Member's Points or any part thereof; or
  - (c) cancel or refuse to honour any Awards, Benefits or both, that have been redeemed by or provided to the Member.
- 8.2 If National Tiles intends to take action under clause 8.1, 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 National Tiles should not take action (provided that National Tiles may suspend the Member's account until any review is completed). National Tiles will review the response and advise the Member of its position.
- 8.3 Membership will terminate automatically on the death of a Member. Points earned but not yet redeemed or transferred prior to the death of the Member will be cancelled. National Tiles will close the Member's account on notification of the Member's death. National Tiles will not be liable for any loss or damage whatsoever suffered by any person as a result of such cancellation.

## 9. Termination or Suspension of The National Tiles Trade Club

- 9.1 National Tiles gives no warranty as to the continuing availability of The National Tiles Trade Club. National Tiles may terminate or suspend The National Tiles Trade Club at any time. National Tiles will give at least 30 days notice to Members of such termination or suspension, except if National Tiles ceases to operate in which case The National Tiles Trade Club will cease immediately.
- 9.2 If National Tiles terminates or suspends The National Tiles Trade Club, Members will be able to redeem Points during the notice period in accordance with these Terms and Conditions, except where National Tiles is ceasing to operate or has gone into liquidation or other form of administration, in which case National Tiles may terminate or cancel any Awards or Benefits immediately without notice.



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9.3 Points will only be rewarded upon correct settlement of the Member's trading account with The National Tiles 30 day credit terms. Major draw tickets are not accrued if the monthly statement on the Member's account is not settled within the same time frame.

## 10. Earning Points

### 10.1 General

10.1.1 To earn Points, Members must quote their name and/or Membership number, and may be required to produce their Card when purchasing eligible National Tiles products or services.

10.1.2A Member may earn Points only in relation to:

- (a) eligible transactions (acquisition of goods or other transactions) entered into after the Member's enrolment date.

Except as provided elsewhere in these Terms and Conditions or as otherwise specified by National Tiles, Points may be credited only to the account of the Member who has acquired the eligible goods or services or entered into an eligible transaction.

10.1.3 Points will not be awarded in relation to any products or services that are cancelled, refunded or returned. National Tiles may cancel or deduct any Points that have been awarded in relation to cancelled, refunded or returned products or services.

### 10.2 Points Validity

10.2.1 Points will expire if the Member does not remain an Active Member. (If the account has not been used within the last 6 months).

10.2.2 All Points held in a National Tiles Trade Club account of an Active Member will expire at the end of the 6th consecutive month for which the Member has not earned Points or redeemed Points.

10.2.3 Points cannot be re-credited once they have expired. All Points will expire every 12 months from the date they accrue. Therefore, rewards must be claimed within a 12 month period.

10.2.4 National Tiles 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.

10.2.5 Points accrued will be calculated on the last business day of each month taking into account all purchases, credits received and any cancellations.

10.2.6 Points will only be rewarded (as above in 10.2.5) upon correct settlement of the Member's trading account – within the National Tiles 30 day credit terms. The National Tiles Trade Club Member has the right to dispute this clause by notifying National Tiles in writing within 5 working days from payment due date.

## 11. Transfers

11.1 Transfer of Points is not allowed.

## 12. Personal Information

12.1 It is a condition of Membership that a Member consents and authorises National Tiles and The National Tiles Trade Club to collect, use and disclose the information on their application form and other information that National Tiles or The National Tiles Trade Club collects in relation to the Member for the purposes described in this clause, and disclose this information to:

- (a) The National Tiles Trade Club or any of their related bodies corporate, providing products or services, including the awarding of Points to Members;
- (b) The National Tiles Trade Club or any of their related bodies corporate improving customer service, including by means of research, marketing, product development and planning;
- (c) The National Tiles Trade Club marketing its products or services or the products or services of third parties; and
- (d) any third party providing services to National Tiles, The National Tiles Trade Club, any of their related bodies corporate or Members in connection with the administration of The National Tiles Trade Club.

If all or any part of the requested information is not provided by the Member, the services provided to that Member by National Tiles may be affected.

12.2 On request by a Member and to the extent permitted or required by law, National Tiles will provide that Member with access to and the ability to correct their personal information held by National Tiles. Only the Member named on the account will be entitled to access their Membership information.

However, National Tiles 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.

12.3 This clause 12.2 survives the termination of these Terms and Conditions and the termination or suspension of The National Tiles Trade Club.

## 13. Usability

13.1 National Tiles 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 13.2 is not intended to exclude or restrict the application of such laws.

13.2 Subject to clause 13.1, the National Tiles Group 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 National Tiles Trade Club, including, without limitation, any changes to the Terms and Conditions or The National Tiles Trade Club, to the extent that such loss or claim arises from the negligence or wilful misconduct of a National Tiles store, or any of their officers, employees or agents.

## 14. General

14.1 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 exclude any applicable GST;
- (d) a reference to 'exclude' or 'excluding' means 'excluding but not limited to.'

14.2 Governing Law: The Terms and Conditions and membership in The National Tiles Trade Club are governed by and will be construed in accordance with the laws of the State of Victoria. Australia irrespective of where the application for Membership has been completed by the Member or submitted to National Tiles. 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 Victoria.

14.3 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.

14.4 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.

14.5 Each Trade Club account must have a nominated Member prior to the major draw being drawn. The nominated Member will be awarded the prize if won.

14.6 Competition commences on Wednesday the 1st July 2009. Entrants are given an entry into the Major Annual Prize by purchasing National Tiles Products and accumulating points. Only active account holders of National Tiles accounts are eligible for entry. Accrue 1 point for every \$1 spent.

14.7 Drawn 4pm Wednesday the 30th June 2010 at 525 Graham Street, Port Melbourne VIC 3207. Last entries accepted COB 23rd June 2010. Results published on the National Tiles website at [www.nationaltiles.com.au](http://www.nationaltiles.com.au) by COB Monday 5th July 2010. Photographs for illustration purposes only and may not depict exact prize details. All details of winners will be published in the Herald Sun on the 5th July 2010.

14.8 Vic Permit Number: 09/1087