

BROMIC PTY LIMITED | REWARDS TERMS AND CONDITIONS

Please read this document carefully! It contains very important information about your rights and obligations, as well as limitations and exclusions that may apply to you, if you register for this program (as a “participant”).

By registering for the Bromic Rewards program (the “Bromic Rewards program”) you acknowledge and agree to be bound by all of the terms and conditions (the “terms and conditions”) stated herein. If you do not agree to these terms, do not register for the Rewards program.

Rewards points may be redeemed for Rewards cards through Bromic Pty Ltd (“Bromic”). Bromic reserves the right to modify or terminate the Rewards program at any time and in any manner, in whole or in part, as outlined below, even though such changes may affect the redemption value of the Rewards points already accumulated. You agree that you will review these terms periodically and that you, as a participant, shall be bound by these terms and conditions and any modifications hereof.

1. Privacy Policy

Please review our privacy policy at <https://www.bromic.com/privacy-policy/> which governs the Bromic Rewards Program to understand our practices in connection with the use and protection of your personal information. Any personally identifiable information we may collect from you is subject to the guidelines established in our Privacy Policy. The Privacy Policy is hereby incorporated into and made a part of this Agreement.

2. Changes to these Terms and Conditions

Bromic reserves the right to make changes to any aspect of the Bromic Rewards Program and these Terms and Conditions at any time. These changes may affect your eligibility to participate in the Bromic Rewards Program and the accrual of Rewards points under the Bromic Rewards Program. The current applicable Terms and Conditions can be found at <http://www.bromic.com.au/rewards/public/> or Bromic may otherwise provide notice of from time to time. When a change to the Terms and Conditions affects the manner in which Rewards points are accrued, Bromic will use commercially reasonable efforts to provide at least 10 days’ notice (whether by direct communication or by posting at the foregoing website address) of the changes to the accrual of Rewards points before such changes takes effect. Notwithstanding the foregoing, Bromic will not be liable for any loss or damage incurred by a Participant as a result of a change to the Terms and Conditions or the accrual of Rewards points.

3. Eligible Participant

In order to participate in the Bromic Rewards Program, you must be at least the age of majority in the jurisdiction in which you reside (and in any case at least 18 years of age) and authorised by Bromic to participate in the Bromic Rewards Program. The Bromic Rewards Program is not open to any Bromic employee or an employee of any affiliated person or entity or an immediate family member of the foregoing. Immediate family members include spouses, partners or de-facto partners, children, step-children, parents, step-parents, siblings or members of a person’s household. As a Participant, you represent and warrant that all information you submit is truthful and accurate. You agree to maintain the accuracy of such information.

4. Participation in the Bromic Rewards Program

Bromic, in its sole discretion, will determine whether or not a person is eligible to participate in the Bromic Rewards Program. Bromic reserves its right to decide not to enroll a person in the Bromic Rewards Program for any reason and Bromic will not be required to provide details of the reason for not including a person in the Bromic Rewards Program. You may not allow any other person to log on to the Bromic Rewards Program Portal using your password, contact information or other details. You are not able to transfer your account or Rewards points to any other person. If Bromic identifies any attempt to transfer points to another person, or if Bromic discovers that another person has accessed your account, such accounts may be closed immediately and any Rewards points forfeited. Where the conduct involves another Participant, that other Participant’s account may also be closed immediately.

5. Audit of Transactions

Bromic may conduct an audit of the Bromic Rewards Program at any time. Any discrepancies that Bromic may discover in the Bromic Rewards Program in relation to a Participant’s Rewards points, transactions, referrals or redemption of points will be dealt with by Bromic at its sole discretion. This may result in a transaction being ineligible for any Rewards points earned or result in the Participant being billed for 100% of the value of any and all Rewards points redeemed.

6. Breach of Terms and Conditions

Bromic reserves the right to audit all transactions recorded or entered as part of the Bromic Rewards Program. Where Bromic, in its sole discretion, considers that a Participant has breached these Terms and Conditions, or where there is a discrepancy in a transaction or account, Bromic may cancel the Participant’s access to the Bromic Rewards Program, effective immediately and all Rewards points, whether accrued or pending, will be forfeited. Where a Participant has already redeemed their Rewards points, the Participant agrees that, on request by Bromic, or a person acting on behalf of Bromic, the Participant will pay to Bromic an amount equal to the stated value of any and all reward cards issued to the Participant. This includes the value of any and all reward cards that have been issued to the Participant, whether or not the Participant has received those reward cards or had the benefit of the reward cards.

BROMIC PTY LIMITED | REWARDS TERMS AND CONDITIONS**7. How to earn points**

For every eligible sale of a Bromic product that you register in the Bromic Rewards Program you will be rewarded with Bromic Rewards Points based on the reward points applicable to the products in that transaction. By using our handy current Bromic Refrigeration Price List, you can see exactly how many Bromic Rewards Points each product is worth.

Once a sale has been made, you need to register the product's serial number with Bromic using the online "Register a Sale" input form. Upon registration of the sale, the Bromic team will validate that all the product details are correct. Once the sale is confirmed and payment for the product has been received by Bromic (in compliance with Bromic's Trading Terms with your business), you will be notified via email and you will be automatically rewarded with Bromic Rewards Points. Note that you should register sales with your Bromic Rewards Program account as soon as possible in order to gain the Rewards associated with such registration, and in any case within at least six months of the date of sale (Date of Sale is the date Bromic invoices your business for the goods/products), as the system will no longer accept registrations beyond such date.

You can use the Bromic Rewards Portal to track all of your sales, as well as your growing Bromic Rewards Points total. To redeem points for Rewards cards, simply use the online 'Redemption Form'. Redemptions are in the form of Rewards cards that will be sent via mail to the address you have registered with the program. Points are redeemed in minimum of 5,000 point blocks, each currently equal to a \$50 Rewards card. Please see the "How to earn points" section at <http://www.bromic.com/rewards/public/account> (the "Bromic Rewards Portal") to get more information on how you can earn Rewards points.

8. Eligible Sales

The current Refrigeration Price List details all sales items for which Rewards points can be earned and the amount of Rewards points for each item. Bromic reserves its rights to alter the eligible sale items or the reward points for each item at any time.

9. Standings/Results

Sales results and reward points will be updated and available on the Bromic Rewards Program Portal website on a weekly basis. Participants will be able to view their individual Rewards points at any time while the Bromic Rewards Program operates. Rewards points are not transferrable and can only be redeemed for Rewards cards available in the Bromic Rewards Program Portal. Bromic will attempt to credit Participant's accounts with Rewards points on a timely basis. However, each such Participant shall have the responsibility of ensuring that his or her points are properly credited. Any claim for Rewards points not credited accurately must be received by Bromic by 11:59 p.m. PST on June 30 of the Rewards Year (as defined below) in question, or otherwise such Rewards Points shall no longer be valid or usable.

10. Rewards Point Restrictions

Bromic Rewards Program Points are not exchangeable for cash. Bromic shall have no liability for any printing, production, and typographical, mechanical or other errors in the Rewards points, or for any delay or failure to credit Rewards points to Participant accounts. Bromic reserves the right to invalidate Rewards points from a Participant's Rewards account with notice if it determines in its sole discretion that such points were improperly credited to such Participant's Rewards account or were obtained fraudulently or otherwise in violation of these Terms and Conditions. Bromic reserves the right to require proof of accrual of Rewards points and Bromic reserves the right to delay the processing or redemption of any Rewards points without notice, in order to assure compliance with these Terms and Conditions. By participating in the Bromic Rewards Program, each Participant is responsible for maintaining the confidentiality of his or her Rewards account and password and for restricting access to his or her computer or mobile device. Each Participant agrees to accept responsibility for all activities that occur under such Participant's Rewards account or password. Without limiting any other remedies, Bromic may suspend or terminate any Rewards account if Bromic suspects in its sole discretion that any Participant or other person has engaged in fraudulent activity in connection with the Bromic Rewards Program. Rewards points do not constitute property, do not entitle a Participant to a vested right or interest, and have no cash value. As such, Rewards points are not redeemable for cash, transferable, or assignable for any reason. The sale, barter, transfer, or assignment of any accumulated Rewards points, other than by Bromic, is strictly prohibited. Any Rewards points which Bromic deems in its sole discretion to have been transferred, sold, bartered, or assigned in violation of these Terms and Conditions may be confiscated and/or cancelled.

11. Taxation Liability

Bromic has no liability or responsibility to Participants with regard to any tax liability in connection with the Bromic Rewards Program. Determination and payment of tax liability on awards, including income tax, if any, are the sole responsibility of each Participant.

12. Absence of Representations or Warranties

There are no representations, warranties, covenants, conditions or other agreements, express or implied, collateral, statutory or otherwise, including implied warranties or conditions of merchantability or fitness for a particular purpose, between a Participant and Bromic in connection with the Bromic Rewards Program, except as specifically set forth in these terms and conditions.

BROMIC PTY LIMITED | REWARDS TERMS AND CONDITIONS**13. Limitation of Liability**

Bromic will not be responsible or liable for any injury, loss, claim, damage, or any special, exemplary, punitive, indirect, incidental, or consequential damages of any kind (including without limitation lost profits or lost savings), whether based in contract, tort, strict liability, or otherwise, that arises out of or is in any way connected with (a) any use of the Bromic Rewards program, (b) any failure or delay by Bromic in connection with the Bromic Rewards program (including, without limitation, the use of, or inability to use, any component of this Rewards program); or (c) the performance or non-performance of the Rewards program by Bromic, even if Bromic has been advised of the possibility of damages. This disclaimer of liability applies to any damages or injury caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction or unauthorised access to, alteration of, or use of your registration information, whether for breach of contract, tortious behavior, negligence, or under any other cause of action. If, despite the limitation above.

14. Bromic Rewards Program Portal Service Center

Our center can be contacted at any time using the [Contact Us Form](#).

15. Bromic Rewards Vouchers

All Bromic Rewards vouchers will have an expiration date as indicated on the voucher itself. Bromic will not have any ability to extend the period of Bromic Rewards voucher. Any questions about the terms and conditions of a Bromic Rewards voucher should be directed to the issuer of the Rewards voucher. Any queries about faulty or damaged Bromic Rewards vouchers should be directed to the issuing supplier. Bromic will not exchange Bromic Rewards vouchers or provide a Participant with the monetary equivalent of the Rewards voucher. It is the Participant's responsibility, as applicable, to redeem the Rewards voucher prior to the Rewards vouchers expiry date.

16. Redeeming Rewards points and delivery of Rewards cards.

A Participant can redeem such Participant's Rewards points for a Rewards voucher when there are sufficient Rewards points. The Participant must elect to redeem their Rewards card. Bromic will not provide Rewards vouchers to a Participant unless the Participant has elected to receive a Rewards voucher. Where a Participant decides to redeem their points as a Rewards voucher, Bromic will use commercially reasonable efforts to send the Rewards voucher to the Participant within 45 business days of the Participant's request for redemption of the Rewards points. Bromic will send Rewards vouchers by mail to the address provided by the Participant when registering for the Bromic Rewards Program. Bromic accepts no liability for any lost or stolen Rewards voucher. Bromic will not provide replacement Rewards cards. It is the Participant's responsibility to ensure that their contact and registration details are updated.

17. Expiration of Bromic Rewards points

All Rewards points that have been issued to a Participant and not redeemed will automatically expire and will be unable to be redeemed as of 11:59 p.m. AEST on June 30th of each year (a "Rewards Year").

18. Termination or Suspension of the Bromic Rewards Program

Bromic gives no warranty as to the continuing availability of the Bromic Rewards Program. Bromic may terminate, modify or suspend the Bromic Rewards Program at any time. Bromic will endeavor to provide Participants with at least 30 days' notice of the termination or suspension of the Bromic Rewards Program. Where Bromic ceases to operate, the Bromic Rewards Program will cease immediately and all points will be forfeited. If Bromic terminates or suspends the Bromic Rewards Program, other than in circumstances where Bromic ceases to operate, Participants will be able to redeem any existing Rewards points during the notice period in accordance with these Terms and Conditions. However, from the effective date of any notice that Bromic provides Participants with, that the Bromic Rewards Program will be terminated or suspended, Bromic will immediately cease issuing or applying any Rewards points to Participants, irrespective of whether a referral has been received or acted upon.

19. Complaints about Bromic Rewards Program

All complaints about the Bromic Rewards Program should be submitted to Bromic, by using the Contact Us link <http://www.bromic.com/rewards/public/account> in the Bromic Rewards Program Portal.

20. Indemnity

The Participant agrees to indemnify and hold harmless Bromic and affiliate entities, from and against any claim, demand, loss, expense, damage and any other liability or prejudice which results from your breach of or non-compliance with the Terms and Conditions or arising during or in connection with participation in or use of the Bromic Rewards Program.

BROMIC PTY LIMITED | REWARDS TERMS AND CONDITIONS**21. Communications**

By registering, you agree to receive mail communications, telephone calls and/or e-mails relating to the Bromic Rewards Program from time to time. You may choose to stop receiving communications from Bromic (with the exception of statements and fulfillments) by sending an email to marketing@bromic.com.

22. Final Decision

The decision of Bromic shall be final including but not limited to all matters involving the Terms and Conditions of the Bromic Rewards Program, the acceptance of a Participant into the Bromic Rewards Program, the accrual and redemption of Rewards points, the expiry or cancellation of any Rewards points, a decision to suspend or terminate the Bromic Rewards Program as a whole or an individual Participant's account.

23. Sponsor

Bromic Pty Ltd, 10 Phiney Place, Ingleburn New South Wales 2565 Australia.

24. General

For every sale of a Bromic product you register in the Bromic Rewards Program, you will be rewarded with Bromic Rewards Points based on the value of the products in that transaction.

Bromic Rewards Points per product are listed next to each product in the current Refrigeration price list (Price List 2019, effective 1 September 2018). If you have made a sale, let us know by registering the product's serial number with us, using the online form.

Your sale will be lodged in the Bromic Rewards Program whilst our team checks that all the product details are correct. Once the sale is confirmed and the payment for the product has been received by Bromic in compliance with Trading Terms, you will be notified via email and you will be rewarded with the equivalent Bromic Rewards Points.

Note that you should register sales with your Bromic Rewards Program account as soon as possible, in order to gain the Rewards associated with such registration. Registration of sale must be within six months of the date of sale (per Bromic Invoice), as the system will no longer accept registrations beyond such date.

You can use the Bromic Rewards Portal to track all sales, as well as your growing Bromic Rewards Points total. To redeem points for vouchers, simply use the online redemption form.

Redemptions are in the form of eftpos visa debt cards that will be posted by registered post to your nominated address. Points are redeemed in minimum of 5000 point blocks, each equal to a \$50 Rewards card.

Full Terms and Conditions can be found at <http://www.bromic.com.au/rewards/public/>