**Terms and Conditions**

LOYALTY PROGRAM REWARD SCHEME
SHERRIFF ELECTRICAL WHOLESALERS TERMS AND CONDITIONS
Effective 1 September 2020

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 Club Clipsal - The Electrician’s Reward 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 Club Clipsal - The Electrician’s Reward Program Terms and Conditions (available at <https://www.clipsal.com/club-clipsal>) and in the event of any inconsistency or conflict the Club Clipsal - The Electrician’s Reward Program Terms and Conditions prevail.
1.2 The current Reward Scheme Terms and Conditions are available at <https://shop.sherriff.com.au/generator-points>. 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 Club Clipsal - The Electrician’s Reward Program Terms and Conditions and the Sherriff Electrical Wholesalers Terms have the same meaning in these Terms and Conditions; and
(b) the following terms have these meanings in these Terms and Conditions.
Eligible Customer means a business operating with an Australian Business Number (ABN), that is a Member, that has an approved and open account (cash or credit) with Sherriff Electrical Wholesalers
Eligible Products means certain goods and/or services as agreed from time to time, purchased through Sherriff Electrical Wholesalers, as listed at [www.shop.sherriff.com.au](http://www.shop.sherriff.com.au). Eligible Products will be clearly defined for each available offer and available at <https://shop.sherriff.com.au/generator-points>.
Sherriff Electrical Wholesalers means the branches of Sherriff Electrical Wholesalers as listed at [www.shop.sherriff.com.au](http://www.shop.sherriff.com.au)
Program Partner means Sherriff Electrical Wholesalers;
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 Generator Points Benefit under the Reward Scheme, a Member agrees to be bound by these Terms and Conditions in addition to the Club Clipsal - The Electrician’s Reward 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 Generator Points offered in relation to Eligible Products, including changes to:
(a) the ways in which Generator Points are earned under the Reward Scheme;
(b) Eligible Products; and
(c) restrictions, conditions and eligibility to earn Generator 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 Generator 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 Club Clipsal - The Electrician’s Reward 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 Club Clipsal - The Electrician’s Reward 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 Club Clipsal - The Electrician’s Reward Program Terms and Conditions Members will be able to transfer Generator Points during the notice period, except where:
(a) Schneider Electric is ceasing to operate as a 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 Generator Points in Club Clipsal - The Electrician’s Reward Program may be cancelled without notice

6. Earning Club Clipsal - The Electrician’s Reward Program Benefits
6.1 Subject to the exclusions, limitations and other conditions specified in this clause 6, the Program Partner will award Club Clipsal - The Electrician’s Reward Program 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 Club Clipsal - The Electrician’s Reward Program Benefits will be awarded if the Eligible Product is cancelled, refunded or returned.
6.3 Members are not entitled to claim Club Clipsal - The Electrician’s Reward Program Benefits under the Reward Scheme in the event:
(a) the Member is not an Eligible Customer; or
(b) Sherriff Electrical Wholesalers and the Member have other commercial agreements in place, as determined by Sherriff Electrical Wholesalers from time to time
6.4 To earn Club Clipsal - The Electrician’s Reward Program 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.
6.5 It is the responsibility of the Member to check whether a product or other activity is eligible to earn Club Clipsal - The Electrician’s Reward Program Benefits, and if so how many Generator Points or which other Club Clipsal - The Electrician’s Reward Program Benefits will be earned, before making a purchase or undertaking the relevant activity.
6.6 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 Generator Points in Club Clipsal - The Electrician’s Reward Program at any time if the Program Partner determines that Generator Points were improperly obtained or erroneously credited to a Member’s Membership Account.
6.7 Unless otherwise determined by the Program Partner, Members are not eligible to earn Generator Points in the Reward Scheme if they:
(a) have their principal place of business outside Australia; or
(b) purchase Eligible Products through Quoted Projects that exceed $10,000 in value; or
(c) have credit account balances over 30 days end of month; or
(d) are not compliant with terms and conditions set out in the Participating Sherriff Electrical Wholesalers Application for Credit Account
6.8 The Program Partner may offer additional opportunities to earn Generator Points in Club Clipsal - The Electrician’s Reward Program under a special promotion during the promotion period, in which case the terms and conditions referred to in the promotion will apply.

7. Crediting Generator Points in Club Clipsal - The Electrician’s Reward Program
7.1 The Program Partner will endeavour to instruct Club Clipsal - The Electrician’s Reward Program to credit the applicable number of Generator Points to the Membership Account within 90 days after the purchase of an Eligible Product. It is the responsibility of the Member to check that the correct number of Generator Points has accumulated in the Membership Account.
7.2 Claims for the crediting of Generator Points in Club Clipsal - The Electrician’s Reward Program 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 Club Clipsal - The Electrician’s Reward Program, claims for the crediting of Generator 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 Generator Points in Club Clipsal - The Electrician’s Reward Program
8.1 The Program Partner reserves the right to terminate a Member’s participation in the Reward Scheme or withhold or cancel Generator Points claimed under the Reward Scheme if a Member or any of the Member’s representatives has attempted to claim Generator Points under the Reward Scheme to which they were not entitled.
8.2 The Program Partner and Club Clipsal - The Electrician’s Reward Program 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 Generator Points Recipients are notified of this.

9. Personal Information
The full Sherriff Electrical Wholesalers privacy policy is available at <https://shop.sherriff.com.au/privacyPolicy>

10. Taxation Implications
10.1 The Program Partner recommends that Members and their nominated Generator 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 Generator Points under the Reward Scheme. Each Member is liable for all, if any, taxes relating to their participation in the Reward Scheme.