



## DAKKAR INCENTIVE PROGRAM

### TERMS AND CONDITIONS

This document sets out the terms and conditions under which each Member participates in the Dakkar Incentive Program (“**Program**”).

#### **1. Meanings**

1.1 In this document:

“**Dakkar**” means Dakkar Pty Limited ACN 122 675 594

“**Hiring Business**” means the company or other party which enters into a binding contract with Dakkar for the Hiring Activity.

“**Hiring Activity**” means the binding contract between the Hiring Business and Dakkar for the hiring of equipment or other supplies by Dakkar to the Hiring Business.

“**Points**” are those points allocated to each of the Rewards as designated by Dakkar in accordance with these terms.

“**Rewards**” are those items displayed on the Dakkar website in accordance with these terms.

#### **2. Membership**

2.1 Membership will only be available to employees or hiring agents of the Hiring Business and with the written approval of the Hiring Business and Dakkar, which approval will be at their discretion (“**Member**”). Upon acceptance by Dakkar of an application to become a Member, Dakkar will enrol the Member in the Program and will issue an individual Program account (“**Account**”) and Program password (“**Password**”) to the Member. Each Member must ensure the confidentiality of the Member’s Account and Password.

2.2 Dakkar may suspend or exclude Members from participation in the Program if Dakkar believes a Member has:

(a) breached these terms and conditions; or

(b) engaged or may engage in fraudulent conduct, or conduct that is suspected to be fraudulent, in relation to an Account or the accrual or any claim for redemption or actual redemption of Points;

OR

if the Hiring Business fails to provide its written consent or at any time withdraws its consent either to the Member’s participation in the Program or the receipt of any benefits by the Member in relation to it; or if the Member’s participation in the Program or the receipt of any benefits by the Member in relation to it is in breach of any law.

2.3 Dakkar may cancel all or any Points that have accrued where a Member’s right to participate in the Program is suspended or excluded.

#### **3. Points**

3.1 Points will accrue to each Member’s Account in respect of the Hiring Activity upon payment in full by the Hiring Business of the monthly invoice issued by Dakkar relating to a Hiring Activity.

3.2 The Member may redeem accrued Points for a Reward after the Member has validly accrued a minimum of 500 points. Redeemable Points will accrue to a maximum of 30,000 Points only.

3.3 The Points value for redemption of Rewards, the Points levels at which Rewards may be claimed, and the items available as Rewards will be published on the Dakkar Program website and may be varied by Dakkar from time to time to accommodate changes in the reasonable availability of the Reward items or other factors relating to them. Changes made by Dakkar will be at its discretion and may result in a change to the Points balance of an Account. Any changes to the Points balance of a Member’s Account will be advised to the Member by Dakkar.

3.4 Points are not transferable between Members or Accounts.

3.5 If a Member believes that Points have not been correctly allocated to the Member’s Account, the Member must notify Dakkar in writing within 28 days of the issue of the Points appearing on the Member’s Account.

**4. Reward Redemption**

- 4.1 The program applies only to the Rewards displayed on the Dakkar Program website at the date of the redemption.
- 4.2 The procedure for claiming the Rewards including the Points level at which claims can be made will be as set out on that website. Dakkar may change the claim procedures including the allocations of Points and their claim levels at any time and will advise Members of any changes within a reasonable period.
- 4.3 Where an item displayed is no longer available as a Reward, Dakkar reserves the right to substitute a Reward which Dakkar in its discretion considers to be a reasonable alternative.
- 4.4 If a member's Points reach the maximum 30,000 limits, the member must within 1 month request the redemption of sufficient Points to bring the member's Point balance to not more than 500 Points. If the member fails to redeem those Points within the 1 month period, Dakkar may elect to provide at its absolute discretion a Reward applicable to the Points level as published at the time of redemption on the Dakkar Program website in lieu of a choice of Reward by the Member. The Member will make no objection or claim should the redemption and Reward be made at the election of Dakkar.
- 4.5 No claims for Rewards are confirmed until processed and Points balances verified by Dakkar.
- 4.6 Rewards cannot be claimed jointly or by pooling Points with another Member or other Members.
- 4.7 A request or claim for a Reward cannot be altered or revoked by a Member once made.
- 4.8 Upon redeeming a Reward, the Member releases Dakkar from any liability in respect of the redemption or use of the Reward.
- 4.9 Delivery of a Reward will be attempted once by registered post to the Member's business address. Otherwise, delivery will be as agreed by Dakkar at its discretion.

**5. Delivery Of Rewards**

- 5.1 Processing and delivery of Rewards may take up to 30 days. Dakkar is unable to warrant delivery times or dates for Rewards.
- 5.2 If a Reward arrives damaged, a Member must notify Dakkar within 5 days of receipt providing full details of the defect including the name of the carrier, for reporting by Dakkar to the supplier.

**6. Cancellation Of Program**

- 6.1 The Program applies only to the Rewards displayed on the Dakkar Program website. Dakkar may cancel the Program at any time by notice to Members ("**Cancellation Notice**").
- 6.2 If the Program is cancelled, a Member who has at least 500 Points has 1 month from the date of the Cancellation Notice to redeem Points for Rewards after which time the Points are forfeited and cannot be redeemed.
- 6.3 If the Program is cancelled, a Member who has less than 500 Points immediately forfeits accumulated Points.

**7. Disclaimer**

- 7.1 Dakkar is not liable for taxation that is imposed on a Member in relation to Rewards.
- 7.2 Except as provided in any law which cannot lawfully be excluded or modified by agreement, Dakkar does not accept any liability, including for negligent acts and omissions, in relation to:
  - (a) any breach of these terms and conditions by Members;
  - (b) the Rewards supplied,
  - (c) death, injury or consequential loss or damage arising from the supply or use of a Reward;
  - (d) any failure, delay or inability to provide a Reward to a Member caused by circumstances reasonably beyond Dakkar's control;
  - (e) information provided by third parties, including Reward suppliers;
  - (f) any inaccuracies appearing on or malfunctioning of the Dakkar Program website, however caused; or
  - (g) any delay in the supply or non-availability of a Reward or alteration to the Points allocated to any Reward;
- 7.3 All details of Rewards displayed on the Dakkar Program website are based on information provided by third party suppliers and Dakkar expressly disclaims any responsibility and liability for any inaccuracy contained in it.



7.4 Except as provided in any law which cannot lawfully be excluded or modified by agreement, Dakkar gives no warranty, express or implied, with respect to any Reward, including the merchantability or quality of Rewards or their suitability for any purpose. If a Member has any complaints or queries in relation to a Reward, the Member should contact the supplier of the Reward.

**8. General**

8.1 Participation in the Program by a Member is deemed to be acceptance of all terms and conditions in this document and on the Dakkar Program website. Dakkar reserves the right to vary these terms and conditions from time to time at its sole discretion which variation will be notified to the Member.

8.2 In the case of any dispute and/or any matters pertaining to the Program or the Rewards, the decision of Dakkar is final.

8.3 Points are not property, have no cash or monetary value and are not redeemable for cash.

**9. Privacy Act, 1988**

9.1 The collection of any private information of a Member (“**Private Information**”) will be used by Dakkar solely for the purpose of the Program.

9.2 Private Information will not be disclosed by Dakkar to any person other than is reasonably required in connection with the Program including these terms, or as required by law.

9.3 A Member may view his/her Private Information at any time by accessing the Dakkar website using his/her Account and Password details.

9.4 Dakkar may send special offers to Members from time to time using Private Information. However, if a Member does not wish to receive offers, the Member may contact Dakkar to remove that Member’s name from any mailing list.

I have read, understood and signed by way of agreement to these Terms and Conditions for the Dakkar Incentive Program.

\_\_\_\_\_

Date

Signature

Printed name