

**AMPOLCARD LOYALTY PROGRAM REWARD SCHEME
TERMS AND CONDITIONS**
Effective 21 August 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 Everyday 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 Everyday Rewards Program Terms and Conditions (available at everydayrewards.com.au/terms) and in the event of any inconsistency or conflict the Everyday Rewards Program Terms and Conditions prevail.

1.2 The current Terms and Conditions are available at <http://www.ampol.com.au/AmpolCardandWRTandC.pdf>. 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 [Everyday Rewards Program Terms and Conditions](#) have the same meaning in these Terms and Conditions; and
- (b) the following terms have these meanings in these Terms and Conditions:

"Eligible Products" means the following items purchased with an Ampol AmpolCard or equivalent at Participating Ampol Locations:

- (i). Premium Petrol;
- (ii). Premium Diesel
- (iv). Regular Petrol
- (vi). Regular Diesel;
- (iv). In-store Purchases; and
- (v). Services and repairs, including the purchase of car parts as part of the servicing,

but excluding the Excluded Products.

"Excluded Products" has the meaning given to it in clause 6.3.

"In-store Purchases" means purchases of items or services (not including Motor Fuel or Excluded Products) from Ampol fuel retailing outlets in Australia where AmpolCards are accepted. As we transition from Caltex to Ampol your nearest store may be branded Caltex or Ampol

"Motor Fuel" means:

- (a) Premium Petrol
- (b) Regular Petrol
- (c) Premium Diesel ; and
- (d) Regular Diesel

"Participating Ampol Locations" means all Ampol locations in mainland Australia (which as we transition from Caltex to Ampol may be branded Caltex or Ampol). Ampol locations in Tasmania are excluded from the Everyday Rewards Program and Reward Scheme.

"Premium Diesel" means "Amplify Diesel" petroleum products sold by the Program Partner, or, such equivalent products sold as premium fuel products by the Program Partner with premium diesel additives such as the Amplify additive.

"Premium Petrol" means 'Amplify 98', 'Amplify 95' petroleum products sold by the Program Partner, or such equivalent products sold as premium petrol products by the Program Partner with premium petrol additives such as the Amplify additive.

"Program Partner" means Ampol Australia Management Pty Ltd (ACN 000 139 953).

"Program Partner Earn Table" means the table at the end of these Terms and Conditions setting out the number of Everyday Rewards points that may be collected on Eligible Products.

"Regular Diesel" means diesel petroleum products sold by the Program Partner which are not Premium Diesel.

"Regular Petrol" means unleaded petrol, E10 (motor fuel containing unleaded petrol and a maximum 10% of ethanol by volume), and any other types of motor fuel sold by the Program Partner from time to time (but does not include electric charging of vehicles), excluding LPG, Premium Petrol, Premium Diesel and Regular Diesel

"Reward Scheme" means, for the purposes of these Terms and Conditions, the AmpolCard 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.

"Everyday Rewards Program" means the Everyday Rewards Program which is operated by Woolworths Group Limited.

"Everyday Rewards Program Terms and Conditions" means the Everyday Rewards Program terms and conditions available at everydayrewards.com.au/terms.

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 Everyday Rewards points under the Reward Scheme, a Member agrees to be bound by these Terms and Conditions in addition to the Everyday Rewards Program Terms and Conditions.

4. Changes to Reward Scheme

4.1 Subject to clause 4.2, Woolworths approval, and these Terms and Conditions, the Program Partner may implement any changes (whether material or otherwise) to these Terms and Conditions and the Everyday Rewards points offered in relation to Eligible Products, including changes to:

- (a) the ways in which Everyday Rewards points are collected under the Reward Scheme;
- (b) Eligible Products; and
- (c) restrictions, conditions and eligibility to collect Everyday Rewards points under the Reward Scheme.

4.2 The Program Partner will inform Members in advance of material changes to these Terms and Conditions and where such changes will reduce the number of Everyday Rewards 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 Everyday 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 Everyday 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 Everyday Rewards Program Terms and Conditions Members will be able to collect Everyday Rewards points during the notice period, except where:

- (a) Woolworths ceases to operate its 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 gone into liquidation, receivership or other form of administration, in which case further earn of Everyday Rewards points may be cancelled without notice.

6. Collecting Everyday Rewards points

6.1 Subject to the exclusions, limitations and other conditions specified in this clause 6 and provided a Member has not agreed a different earn rate with the Program Partner, the Program Partner will award Everyday Rewards points to eligible Members at the applicable rate specified in the Program Partner Earn Table, or as specified in any special offer, for Eligible Products paid for by the Member for the Member's business related purposes.

6.2 No Everyday Rewards points will be awarded if the Eligible Product is cancelled, refunded or returned.

6.3 Members will not collect, and are not entitled to claim, Everyday Rewards points under the Reward Scheme for Purchases of the following good and services at Ampol retailing outlets (and as we transition from Caltex to Ampol your nearest store may be branded Caltex or Ampol): accommodation; AdBlue; amusement machines; travel/bus/freight tickets; cigarettes and tobacco (including all related items); deposit and insurance services; dry cleaning; fax and photocopy; handset kits; hire services; laundry services; gift cards including AmpolCash; LPG, Lubricants; pay phones; lottery products; maps and directories; phone cards and accessories; post office accessories including postage stamps; prepaid and postpaid internet; prepaid and postpaid starter kits; recharge cards; showers; tolls; tickets; cash out; purchases from a third party business operating at an Ampol retailing outlet (eg Guzman Y Gomez, Boost Juice); purchases using FuelPay except where FuelPay is used as the mechanism for payment by a Member using an AmpolCard, purchases using an AmpolCard Debit card, and any other new products that are added from time to time by Program Partner ("Excluded Products").

6.4 To collect Everyday Rewards points in relation to an Eligible Product, the Member must: (a) be a Everyday Rewards Member; (b) successfully link their Everyday Rewards card to AmpolCard at my.ampol.com.au (only one Everyday Rewards account can be linked to an AmpolCard account); and (c) 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 collect Everyday Rewards points, and if so how many Everyday Rewards points will be collected, 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 Everyday Rewards points at any time if the Program Partner determines that Everyday Rewards 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 collect Everyday Rewards points in the Reward Scheme if they:

- (a) have their principal place of business outside Australia; or
- (b) have negotiated pricing on their AmpolCard account (check with the Program Partner if unsure); or
- (c) have previously signed up to an AmpolCard account on terms and conditions that did not offer Everyday Rewards points (check with the Program Partner if you would like to participate in the Rewards Scheme).

6.8 The Program Partner may offer additional opportunities to collect Everyday Rewards points under a special promotion from time to time, or by invitation, in which case the terms and conditions referred to in the promotion will apply in addition to these Terms and Conditions and the Everyday Rewards Program Terms and Conditions.

7. Crediting Everyday Rewards points

7.1 The Program Partner will endeavour to instruct Woolworths Group Limited to credit the applicable number of Everyday Rewards points to the Membership Account within 60 days of the purchase of an Eligible Product as long as the Member's AmpolCard account has been paid in full. It is the responsibility of the Member to check that the correct number of Everyday Rewards points has accumulated in the Membership Account.

7.2 Claims for the crediting of Everyday Rewards points 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 the Program Partner, claims for the crediting of Everyday Rewards 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 Everyday Rewards points

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

8.2 The Program Partner and Everyday 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 Everyday Rewards points recipients are notified of this.

9. Personal Information

The Ampol Privacy & Credit Report Policy available at: <https://www.ampol.com.au/privacy-and-reporting-policy> and the AmpolCard Privacy Policy available at: <http://www.ampol.com.au> will apply with respect to any personal information which is collected in relation to the Reward Scheme. Your personal information will also be shared with Woolworths Group Limited and handled in accordance with their privacy policy available at: <https://www.everydayrewards.com.au/privacy.html>.

10. Taxation Implications

The Program Partner recommends that Members and their nominated Everyday Rewards 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 collecting and use of Everyday Rewards points under the Reward Scheme. The Program Partner will not

be liable for any tax that may arise as a consequence of their participation in the Reward Scheme.

11. Unlinking Everyday Rewards from AmpolCard

A Member can unlink their Everyday Rewards card from AmpolCard by accessing my.ampol.com.au, clicking the “Update my preference” button and then following the prompts.

AMPOL AUSTRALIA MANAGEMENT PTY LTD ACN 000 139 953 of 2 Market Street,
Sydney NSW 2000

Everyday Rewards AmpolCard Program Partner Earn Table

This table may vary from time to time in accordance with these Terms and Conditions. The earn rates outlined below will not apply if a Member has agreed a different earn rate with the Program Partner. It is the responsibility of the Member to check whether a proposed purchase is eligible to collect Everyday Rewards points, and if so how many Everyday Rewards points will be collected, before making a purchase.

Eligible Product	Everyday Rewards Points Earn Rate
Premium Petrol	2 Everyday Rewards Points per litre of Premium Petrol
Premium Diesel	2 Everyday Rewards Point per litre of Premium Diesel
Regular Petrol	1 Everyday Rewards Point per litre of Regular Petrol
Regular Diesel	1 Everyday Rewards Point per litre of Regular Diesel
In-store Purchases	1 Everyday Rewards Point per \$1 paid on Eligible Products sold at Participating Ampol Locations (incl. GST)
AmpolCard Services and Repairs	1 Everyday Rewards Point per \$1 on vehicle servicing, repairs or car parts as part of the servicing (incl. GST)