

SNAP-ON GIFT CARD TERMS OF USE

These Snap-on Gift Card Terms of Use (Terms of Use) apply to all Snap-on Gift Cards issued by Snap-on Tools (Australia) Pty Ltd A.B.N 55 010 793 683 and Snap-on Tools (New Zealand) Ltd Co No 4387902, through its Franchisees and Company owned Mobile Stores.

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Definitions

Card ID Number means the number appearing on the back of your Snap-on Gift Card.

Snap-on or **we** means Snap-on Tools (Australia) Pty Ltd A.B.N 55 010 793 683 or Snap-on Tools (New Zealand) Ltd Co No 4387902 of 80 Holbeche Road, Arndell Park, NSW 2148, Australia.

Mobile Store means a Snap-on Mobile Store owned and operated by a Snap-on Franchise Owner, or Snap-on.

Snap-on Gift Card means the Snap-on Gift Card that you have purchased or received.

A reference to 'we' or 'us' is a reference to 'Snap-on'.

A reference to 'you' or 'your' is a reference to the person who has rightful possession of the Snap-on Gift Card at the relevant time for the purposes of these Terms of Use.

Customer Service means the Customer Service Department operated by Snap-on. To contact Customer Service:

Callers within Australia should call:	1800 810 581 or +61 2 9837 9100
Callers within New Zealand should call:	0800 810 581.
Email	sota.customerservice@snapon.com
Post	PO Box 6077, Seven Hills NSW 2148

1. Introduction

This document contains the full set of terms of use governing your Snap-on Gift Card. We recommend that you read this document carefully before using the Snap-on Gift Card. If you have any questions or would like more information about your Snap-on Gift Card, please call Customer Service, or visit the website: www.snapontools.com.au or visit your local Mobile Store.

2. Accepting the Snap-on Gift Card and agreeing to these Terms of Use

By purchasing, redeeming, or attempting to redeem a Snap-on Gift Card, you:

- a. accept and agree to be bound by these Terms of Use; and
- b. acknowledge that you have been advised to read and understand our Privacy and Security Notice (available from https://www.snapontools.com.au/privacy_policy_terms_and_conditions).

3. Snap-on Gift Card Inclusions & Exclusions

3.1 Inclusions

A Snap-on Gift Card is redeemable on your local Mobile Store, if you do not know who operates your local Mobile Store, contact Customer Service. The value on a gift card includes GST.

3.2 Exclusions on Snap-on Gift Cards

Snap-on Gift Cards **CANNOT** be used for:

- a. Any purchase conducted over the Internet.
- b. Purchases initiated by phone, email, post, or fax direct to Snap-on, where the card is not physically sighted by Snap-on.

4. Transactions made with a Snap-on Gift Card

4.1 How and where you can use the Snap-on Gift Card

Your Snap-on Gift Card may be used on a Mobile Store or through the Snap-on Customer Service team.

Mobile Stores

Each participating Mobile Store will accept the Snap-on Gift Card in accordance with these Terms of Use and any applicable law.

You acknowledge that the Snap-on Gift Card may not be used to:

- a. pay a Trade Card account.
- b. make a payment on a Revolving Account.

Customer Service

If you are using your Gift Card through Customer Service, the Gift Card will need to be physically sent to Snap-on (at the postal address listed under *Definitions*) before any product is despatched.

If the value of the order is higher than the value of the Gift Card, the difference will need to be paid via Credit Card at the time of the order being placed.

If the value of the order is less than the value of the Gift Card, no change or credit will be provided.

4.2 Do I have to use my Snap-on Gift Card on the Mobile Store it was purchased from?

No, you may use your valid Snap-on Gift Card on any Mobile Store in Australia or New Zealand.

You may select goods on a Mobile Store for any amount up to the full value of the Snap-on Gift Card, or a value greater than the Snap-on Gift Card and pay the difference. No change will be given from a Snap-on Gift Card.

A Snap-on Gift Card must be surrendered at the time of use to the Mobile Store operator. If your purchase is greater in value than the value of your Snap-on Gift Card then you agree to pay the remaining balance by some other payment method after the Snap-on Gift Card value has been deducted. If your purchase is lower in value than the value of your Snap-on Gift Card then:

- a. you may use the remaining value in accordance with these Terms of Use; or
- b. you will be given a credit for the remaining value of the Snap-on Gift Card.

4.3 No cash advances

You cannot obtain any cash advance with your Snap-on Gift Card or redeem a Snap-on Gift Card for cash.

4.4 Validity and expiry of Snap-on Gift Cards

Your Snap-on Gift Card is valid for use for 3 years from the date of issue.

4.5 Lost or stolen Snap-on Gift Cards

Treat your Snap-on Gift Card like cash. Lost or stolen Snap-on Gift Cards will not be replaced or refunded.

4.6 Can I cancel my Snap-on Gift Card?

No, you cannot cancel a Snap-on Gift Card.

5. Changes to Terms of Use

We reserve the right to change any of the terms contained in these Terms of Use at any time where the change is reasonably required:

- a. to add or remove details of where the Snap-on Gift Card may be redeemed;
- b. to add or remove goods or services which may be purchased with the Snap-on Gift Card;
- c. for infrastructural, systems, administrative or operational reasons;
- d. to assist with preventing the occurrence of fraud or other unlawful or unacceptable conduct;
- e. to comply with any contract, law, regulation or statute or order or judgment of any court, tribunal or other body having competent jurisdiction; or
- f. where we, acting reasonably, consider that it will not be to your detriment.

Changes to these Terms of Use will be available at:

www.snapontools.com.au or by contacting Customer Service.

6. Privacy and confidentiality

Our Privacy and Security Notice explains how we handle the personal information that we may collect from you with respect to Snap-on Gift Cards.

If you do not have a copy and are unable to access the notice online (https://www.snapontools.com.au/privacy_policy_terms_and_conditions), please call Customer

Service. It is important that you carefully read and understand the Privacy and Security Notice and each applicable Privacy Policy.

7. Errors and complaints

7.1 Snap-on Gift Cards

If you have reason to believe that an error has occurred relating to your Snap-on Gift Card, please contact the Mobile Store from which it was purchased, or call Customer Service.

7.2 Complaints about Goods or services

Any complaints about goods or services purchased with a Snap-on Gift Card should be resolved directly with the Mobile Store operator from which the goods or services were purchased.

8. Force majeure

To the extent permitted by law, we will not be liable to you for any loss or damage (whether direct or consequential), nor be in default under these Terms of Use, for failure to observe or perform any of our obligations under these Terms of Use for any reason or cause which could not, with reasonable diligence, be controlled or prevented. These causes include acts of God, acts of nature, acts or omissions of government or their agencies, strikes or other industrial action, terrorism, vandalism, sabotage, fire, flood, storm, riots, power shortages or failures, sudden and unexpected system failure or disruption by war or sabotage, and other acts or omissions of third parties.

9. Applicable law

These Terms of Use are to be construed and enforced in accordance with the laws of New South Wales, Australia. Any dispute arising from your receipt or use of a Snap-on Gift Card is subject to the non-exclusive jurisdiction of the courts of New South Wales, Australia (including the Federal Court of Australia, New South Wales Registry).