



SIGMA
REWARDS

Rules of Membership

1. Introduction

These Rules of Membership apply in respect of all Products purchased by a Member from Sigma (and any Program Partner) on or after 1 February 2017.

The previously published Rules of Membership will, however, continue to apply to govern the arrangements between Members and Sigma in respect of all Sigma Products and Eligible Purchases purchased by Members before 1 February 2017, including the earning of Sigma Reward Points on those purchases, as well as the redemption of those points.

Please read these rules carefully as they will govern the earning and redemption of Rewards on all purchases of Product from Sigma (and any Program Partners) made on or after 1 February 2017. The Sigma Rewards Rules of Membership continue to remain subject to change upon notice to the Member.

2. Definitions

In these Rules of Membership:

- (a) **Amount Due** means the amount due and payable by the Member on the Due Date of any month under the Member's Sigma Account;
- (b) **Application Form** means the form under which you applied for membership of the Sigma Rewards Program;
- (c) **Bonus Points** means Sigma Rewards Points offered by Sigma or by a Program Partner in addition to the normal Sigma Rewards Points;
- (d) **Commencement Date** means the date on which Sigma first confirmed acceptance of the Member's application for enrolment in the Sigma Rewards Program;
- (e) **Due Date** means the date nominated by the Member, and agreed by Sigma, as the due date in each month for payment by the Member of the Amount Due under the Member's Sigma Account;
- (f) **Eligibility Criteria** means the specific terms and conditions (if any) set by Sigma in its absolute discretion when agreeing to accept a customer or potential customer as a Member of the Sigma Rewards Program, or at any time thereafter;
- (g) **Eligible Purchases** means purchases of goods or services from Program Partners and may include the provision of credit by a Program Partner;
- (h) **Member** means a Sigma customer who has been accepted by Sigma as a member of the Sigma Rewards Program;
- (i) **Products** mean Sigma Products and Eligible Purchases;
- (j) **Program Partners** means an entity that:
 - (i) is a supplier of goods and services to Members;
 - (ii) has agreed to participate in the Sigma Rewards Program; and



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- (iii) has agreed to become bound by the Program Partner Rules.
- (k) **Rewards** means those goods and services and combinations of goods and services (including travel), listed from time to time as rewards in the Sigma Rewards Catalogue, which can be or are acquired by Members by redeeming their accumulated Sigma Rewards Points;
- (l) **Sigma** means Sigma Company Limited ABN 44 004 132 923, of 3 Myer Place Rowville, Victoria, 3178 and related bodies corporate;
- (m) **Sigma Account** means the trading account made available by Sigma to a Member to enable the Member to purchase Sigma Products from Sigma or its related bodies corporate;
- (n) **Sigma Products** means any product purchased by the Member from Sigma or its related bodies corporate by means of the Sigma Account;
- (o) **Sigma Rewards Points Account** means the account maintained by Sigma or a third party engaged by Sigma for a Member which records the number of Sigma Reward Points available to the Member for redemption in accordance with the Sigma Rewards Rules of Membership;
- (p) **Sigma Rewards Program** means the system of allocating and redeeming Sigma Rewards Points as described in and governed by the Sigma Rewards Rules of Membership;
- (q) **Sigma Rewards Catalogue** means the list of products, goods and services for which Sigma Reward Points may be redeemed from time to time as well as other savings and offers that Members may benefit from, as listed from time to time;
- (r) **Sigma Rewards Points** means points, which may include Bonus Points, credited to Members pursuant to the Sigma Rewards Program;
- (s) **Sigma Rewards Service Centre** means a telephone call centre established to handle in the first instance all queries relating to membership, reward redemption or issues relating to the provision of the Sigma Rewards; and

3. Earning Sigma Rewards Points

- (a) A Member will accumulate Sigma Rewards Points by purchasing Products from Sigma or Program Partners.
- (b) Sigma Reward Points will accumulate on a basis agreed between Sigma and each Program Partner from time to time, relative to the value of each Product purchased by Members from Sigma or the Program Partner. Sigma Rewards Points will be awarded to Members based on the net monetary value of the Product purchased.
- (c) Members will earn one Sigma Reward Point for every dollar paid on their Sigma Account. Sigma Rewards Points will only be credited to the Sigma Rewards Points Account once payment of the Sigma Account has been made in accordance with the payment terms governing the Sigma Account.
- (d) The rate at which Members will earn Sigma Reward Points from a Program Partner will be as advised to Members from time to time by the Program Partner.
- (e) Sigma Reward Points will not accumulate for cash advances, bank fees, government fees and charges, taxes or interest charges paid or payable by a Member to Sigma or a Program Partner, or



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for purchases for which a subsequent refund is obtained.

- (f) Sigma or a Program Partner may offer Bonus Points from time to time at their absolute discretion.

4. Earning Rewards

4.1 Allocation of Sigma Rewards Points:

- (a) If the Member meets the agreed trading conditions for their Sigma Account and the relevant Eligibility Criteria and pays the Amount Due to Sigma on the Sigma Account by the Due Date, then:
- (i) the Sigma Rewards Points earned will be credited to the Member's Sigma Rewards Points Account; and
 - (ii) the credited Sigma Rewards Points will be available for redemption from the tenth (10th) business day of the month following payment of the Amount Due by the Member.

If payment of the Amount Due is not paid by the Due Date, then Sigma Rewards Points will not be earned on Purchases charged to the Sigma Account for that Period.

- (b) Members will have up to thirty (30) days from the date of the issue of a Sigma Rewards Monthly Points Activity Statement to dispute and seek an adjustment of the Sigma Rewards Points balance shown on their statement. After the expiry of the thirty (30) day period, the statement will be deemed correct.
- (c) Members will be able to access, via the Sigma Rewards Service Centre, information relating to the number of Sigma Rewards Points credited to their Sigma Rewards Points Account.
- (d) Sigma will publish a Sigma Rewards Monthly Points Activity Statement identifying the number of Sigma Reward Points that have been credited to them for purchases of Products from Sigma or Program Partners. This is available to Members on request.
- (e) Sigma has the right in its absolute discretion to agree with each Program Partner from time to time, the ratio in which Sigma Rewards Points are to be allocated in relation to the dollar value of Eligible Purchases from each Program Partner.
- (f) Sigma Rewards Points do not accrue on any transactions processed and billed to the Sigma Account prior to the Commencement Date or following termination of membership.
- (g) Sigma Rewards Points are only transferable from one Sigma Rewards Points Account to another Sigma Rewards Points Account with written consent of all partners to the Sigma Rewards Points Account from which points are being transferred. Sigma Rewards Points may be used for the benefit of any party nominated by the Member, at the absolute discretion of and with the consent of Sigma.
- (h) If a Member:
- (i) breaches any of the terms of the Sigma Rewards Rules of Membership; or
 - (ii) fails to meet the Eligibility Criteria; or
 - (iii) fails to pay the whole of an Amount Due on their Sigma Account by the Due Date, and
 - (iv) the default continues for a period of seven (7) days; or
 - (v) the breach occurs three (3) or more times in any calendar year, then the Member's



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membership of the Sigma Rewards Program may be terminated or suspended in the absolute discretion of Sigma.

- (i) If the Member's membership of the Sigma Rewards Program is terminated pursuant to sub-clause 4.1(i) above, then all Sigma Rewards Points accrued to the benefit of the Member that remain unused at that time, are forfeited.
- (j) If the Member's membership in the Sigma Rewards Program is terminated, or Sigma Rewards Points are forfeited pursuant to the provisions of sub-clause 4.1(i) above, the member acknowledges that there is no right to redeem any outstanding Sigma Rewards Points.
- (k) A Member may not redeem Sigma Rewards Points during any period in which their Sigma Account is suspended.
- (l) The Member acknowledges that:
 - (i) the Sigma Rewards Program is a privilege granted to Members to encourage observance of the Sigma Rewards Rules of Membership, and payment of Amounts Due by the Due Date, and are not a right recoverable at law in the event of an alleged breach of these Rules of Membership;
 - (ii) they will not make any claim or demand any compensation from Sigma or a Program Partner for any loss or damage whatsoever that may be suffered by them on, or arising out of, the suspension or termination of their membership of the Sigma Rewards Program; and
 - (iii) these Rules of Membership may be pleaded as a complete bar to any action of that type in any Court of competent Jurisdiction.

4.2 Redemption of Sigma Rewards Points

- (a) Subject to the Eligibility Criteria, Sigma Rewards Points may be redeemed by the Member in acquiring Rewards. Sigma has the right in its absolute discretion to make any changes to the types of Rewards offered or the number of Sigma Rewards Points required to acquire any Rewards.
- (b) The Member may, with the consent of Sigma redeem some or all of the Sigma Reward Points, standing to their credit in their Sigma Rewards Points Account, for products listed in the Sigma Rewards Catalogue. A minimum number of points required will be set for each Reward, which will include any applicable freight cost in delivering the Reward to the Member's business premises.
- (c) Members wishing to redeem Sigma Rewards Points must contact the Sigma Rewards Service Centre and comply with the security and identification procedures advised to them. Sigma reserves the right to modify security and identification procedures from time to time including, in its absolute discretion, the requirements (if any) for written confirmation of the redemption request. Sigma shall not be responsible for any loss caused to any Member as the result of the fraudulent redemption of Sigma Rewards Points by an unauthorised person where such redemption has been accepted on the basis of the applicable security and identification procedures.
- (d) Where a Sigma Rewards Points Account is issued to more than one named Member, or the Member is comprised of more than one person, Sigma reserves the right in its absolute discretion to accept the authorisation and direction of any one of the authorised operators of the Sigma



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Rewards Points Account as to the redemption of any available Sigma Rewards Points in that account, without being liable in any way to the other named Member(s) on that Sigma Rewards Points Account or to any of the individuals who comprise the Member.

- (e) Sigma shall not be responsible for any loss occasioned as the result of any Rewards having been exhausted or being no longer available to all members wishing to redeem Sigma Rewards Points from time to time.
- (f) Sigma Reward Points are not redeemable for cash. Redeemed Rewards are not exchangeable for other Rewards and are not refundable, replaceable, or transferable for cash or credit under any circumstances.
- (g) Members may only redeem Reward Points for international travel where the booking is made in Australian Dollars.
- (h) Information supplied on the redemption of Rewards may be used by Sigma for administrative and marketing purposes.
- (i) Sigma Rewards Points not yet redeemed remain valid so long as the Member remains a Member of Sigma Rewards and continues to purchase from Sigma.
- (j) To the extent permitted by law, Sigma makes no warranty to the fitness, merchantability or quality of any Rewards and Sigma shall not be liable for any loss, including consequential loss, resulting from any defect in the quality or suitability for purposes of those Rewards.
- (k) A Member who has no less than eighty (80) percent of the Sigma Rewards Points required for any Reward, may pay the difference between the Sigma Rewards Points required for the Reward and the balance held by the Member. Sigma reserves the right to determine the cost of the remaining Sigma Rewards Points required to redeem the Rewards at its absolute discretion.
- (l) All redeemed Rewards shall be delivered to the Member's nominated business address during normal business hours.

5. General Provisions

- (a) Except as provided in sub-paragraph (b) of this clause:
 - (i) no warranties, conditions, covenants, obligations, or representations are given, made or undertaken by Sigma in relation to the quality or fitness (including correspondence, description or sample, or suitability for purpose) of any Eligible Purchases supplied to the Member by any Program Partner; and
 - (ii) subject only to the mandatory provisions of any applicable legislation, Sigma is not liable;
 - A. in any way to the Member or to any person who acquires or derives any Rewards or title to any Rewards through the Member, for any loss or damage suffered by the Member; or
 - B. in any manner to other persons, as a result of any defect in any Rewards, whether arising from negligence on the part of Sigma or its servants or agents or otherwise.
- (b) Any liability arising pursuant to the provisions of any law, whether of the Commonwealth of Australia or of any State or Territory for the time being implying conditions or warranties or



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imposing obligations or liabilities on Sigma in relation to the supply of Rewards that cannot be excluded, restricted or modified as provided in sub-clause (a) of this clause, must be read down to the extent legally permissible. In interpreting this sub-clause the Member acknowledges that it is the Member's intention that the liability of Sigma is limited to any one or more of the following remedies. The choice of remedy is at the option of Sigma:

- (i) replacement of the Rewards or the supply of equivalent goods and/or services;
 - (ii) repair of the Rewards;
 - (iii) payment of the cost of replacing the Rewards or of acquiring equivalent goods and/or services; or
 - (iv) the payment of the cost of having the Rewards repaired.
- (c) If any provision of these Sigma Rewards Rules of Membership is found to be invalid or unenforceable for any reason whatsoever, the invalidity or unenforceability of that provision shall not affect the enforceability or application of any other of the Sigma Rewards Rules of Membership. So far as permissible by law all other provisions of the Sigma Rewards Rules of Membership, other than those declared unenforceable by a Court of competent Jurisdiction, shall remain in full force and effect.
- (d) All questions or disputes regarding eligibility for Sigma Rewards membership or the eligibility of Points for accrual or redemption of Rewards, will be resolved by Sigma at its sole discretion.
- (e) Sigma may in its absolute discretion suspend or terminate the Sigma Rewards Program at any time.

6. Variations

Sigma may at any time vary the Sigma Rewards Rules of Membership or the Eligibility Criteria by giving written notice of the variation to the Member.

Over the duration of the Sigma Rewards Program, cost changes, currency exchange fluctuations and replacement models may require substitution of product rewards and adjustments to the Sigma Rewards Points values for Rewards. The Sigma Rewards Points shown in the Sigma Rewards Catalogue are indicative of the costs at the time of publication and are subject to change without notice. The Sigma Rewards Points required for Rewards will need to be confirmed at the time of redemption.

7. Notices

- (a) Any notice or document required to be served by Sigma on the Member under the Sigma Rewards Rules of Membership is deemed to be duly served by sending that notice or document by post to the last known address of the Member, or by email to the last known email address of the Member.
- (b) If a notice is given by mail then the notice is deemed to have been received two (2) business days after posting.
- (c) If a notice is given by email, then the notice is deemed to have been received when transferred to the Member's mail server with the correct address details.



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- (d) Sigma does not accept any liability for non-receipt of a notice or document.

8. Governing Law

- (a) Sigma Rewards Rules of Membership are governed by the laws of the State of Victoria.
- (b) Sigma and the Member irrevocably submit to the non-exclusive Jurisdiction of the Courts of the State of Victoria and any Courts having appellate Jurisdiction in those circumstances.

9. Condition Precedent

Where a person applies for membership of the Sigma Rewards Program, the person does not become a Member, and the Sigma Rewards Rules of Membership shall have no binding effect on Sigma in relation to that person until Sigma has approved the prospective person as a Member and caused a Sigma Rewards Points Account to be opened.

10. Fees

Sigma reserves the right to charge a membership fee for participation in the Sigma Rewards Program.

11. Taxation Liability

Members are responsible for any taxation liability (including any applicable goods and services tax) or other government charge or reporting requirement arising from the Sigma Rewards Program or the redemption of Sigma Rewards Points. Members are advised to seek independent professional advice relating to any taxation effect that may arise by virtue of membership of the Sigma Rewards Program.

12. Termination of Sigma Rewards Program by Sigma

If the Sigma Rewards Program is terminated, the Member must redeem any unredeemed Sigma Rewards Points within three (3) months of the date of termination. Sigma reserve the right to terminate the Sigma Rewards Program upon giving not less than 30 days written notice to Members.

13. Suspension or Termination of Membership

- (a) If a Member ceases to be a Sigma Account holder, or whose Sigma Account has been placed on stop or hold, or has breached the Sigma Rewards Rules of Membership, or has failed to pay any money due under on its Sigma Account in accordance with the terms governing the Sigma Account, whether intentionally or otherwise, Sigma may do any one or more of the following:
 - (i) suspend the operation of the Member's Sigma Rewards Account;
 - (ii) suspend the right of the Member to earn or receive Sigma Rewards points;
 - (iii) cancel the Member's Sigma Rewards points or any part thereof; or
 - (iv) terminate the Membership.



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- (b) If Sigma intends to take action under clause 13 (a), it will notify the Member of its intention and the reason for that action.
- (c) Unless otherwise required by applicable laws, Sigma will not be liable for any Loss whatsoever suffered by any person as a result of any action under clauses 13(a) or 13(b).

14. Transfer of Membership

Members cannot transfer membership of the Sigma Rewards Program to any other person or entity or credit card account.

15. Termination by Member

A Member may cancel membership by giving thirty (30) days' notice in writing to Sigma. After cancellation of membership any unredeemed Sigma Rewards Points must be redeemed within 3 months of termination. Any unredeemed points after that 3 month period will be immediately cancelled and unavailable for redemption. Upon termination of the Member's membership of the Sigma Rewards Program for any reason, the Member's Sigma Rewards Points Account will be cancelled.

16. Entire Agreement

Sigma Rewards Rules of Membership (as amended or supplemented from time to time) constitute the entire agreement between Sigma any third party engaged by Sigma and the Member relating to the contents of it and it may not be altered without the written consent of an authorised manager of any third party engaged by Sigma and Sigma.