

Terms and conditions

Bendigo Truck Centre Loyalty Program Terms and Conditions
Effective 01 Jul 2018

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1. Introduction

1.1 These Terms and Conditions govern the Bendigo Truck Centre Loyalty Program. It is the Beneficiary's responsibility to read and understand them. When using the Bendigo Truck Centre Loyalty Program, Beneficiaries will be responsible for ensuring both themselves and their Associates comply with these

Terms and Conditions when dealing in relation to the Bendigo Truck Centre Loyalty Program.

1.2 These Terms and Conditions are effective as at the date specified above and may be amended by Bendigo Truck Centre from time to time. The current Terms and Conditions are those available on the website page at www.btc-bendigo.com.au/loyaltyprogram.

1.3 Bendigo Truck Centre Loyalty Program Benefits are provided on the terms and conditions specified by Bendigo Truck Centre. These Terms and Conditions operate in conjunction with relevant existing discount terms and conditions and the Bendigo Truck Centre Franchise terms and conditions. Bendigo Truck Centre reserves the right to apply any and all current and relevant discount conditions at its discretion

Definitions

In these Terms and Conditions unless the context otherwise requires:

ABN means an Australian Business Number being an identifying number of an entity registered on the 'Australian Business Register';

ABN Holder means any entity or sole trader, each entitled by law to hold an ABN;

Account Manager means, with respect to a Beneficiary, the individual who represents that Beneficiary with respect to the Bendigo Truck Centre Loyalty Program and to whom all notices are given by or on behalf of Bendigo Truck Centre;

Account User means any individual (including the Account Manager) who is authorised by the Beneficiary or the Account Manager to have access to the Eligibility Account;

Active Beneficiary at a point in time, means a Beneficiary who is entitled to Bendigo Truck Centre Loyalty Program Benefits through the ownership of a vehicle which complies with the requirements for Eligibility of the Bendigo Truck Centre Loyalty Program;

Anniversary Month means each anniversary of the month during which a vehicle became eligible for inclusion to the Bendigo Truck Centre Loyalty Program;

Bendigo Truck Centre means Bendigo Truck Repairs and Spares Proprietary Limited Trading as Bendigo Truck Centre ABN 63 007 283 552 or its nominated service provider who administers Bendigo Truck Centre Loyalty Program Rewards;

Bendigo Truck Centre Loyalty Program means the combined program of any benefits made available by Bendigo Truck Centre as part of the Bendigo Truck Centre Loyalty Program as described on the website www.btc-bendigo.com.au/loyaltyprogram and known as Bendigo Truck Centre Loyalty Program, or any replacement program;

Bendigo Truck Centre Loyalty Program Benefit means a benefit under Bendigo Truck Centre Loyalty Program earned by an Eligible Vehicle unless otherwise

expressly stated, and may include Bendigo Truck Centre discounts and rebates offered to Beneficiaries by a Program Partner under its Reward Scheme and any Bendigo Truck Centre Loyalty Program special offers made by Bendigo Truck Centre or other Program Partners from time to time. Bendigo Truck Centre Loyalty Program Benefits or Points in these Terms and Conditions do not refer to Bendigo Truck Centre Loyalty Program Benefits or Points earned by a Program Partner Reward Scheme Beneficiary unless otherwise expressly stated;

Bendigo Truck Centre Loyalty Program Benefit Recipients means one or more Bendigo Truck Centre Loyalty Program Beneficiaries nominated by a Program Partner of Bendigo Truck Centre Loyalty Program to receive Bendigo Truck Centre Benefits or Points resulting from a transfer of Bendigo Truck Centre Loyalty Program Benefits or Points from its Bendigo Truck Centre Loyalty Program Eligibility Account to the individual Bendigo Truck Centre Loyalty Program Program Partner account/s;

Bendigo Truck Centre Loyalty Program Beneficiary means a natural person or organisation who is registered as a Beneficiary of the Bendigo Truck Centre Loyalty Program or a Program Partner Reward Scheme;

Bendigo Truck Centre Service Department means the service centre whose details are available at www.btc-bendigo.com.au operated by or on behalf of Bendigo Truck Centre to provide service and repairs to vehicles and equipment;

Beneficiary means an ABN Holder having a postal mailing address in Australia who is registered with Bendigo Truck Centre as a Beneficiary of the Bendigo Truck Centre Loyalty Program;

Benefit Claim means a claim by a Beneficiary that the Beneficiary has not received a Bendigo Truck Centre Loyalty Program Benefit to which that Beneficiary is entitled;

Claim means any action, legal claim, demand, suit, judgment or proceedings of any nature or kind whatsoever;

Dealer Principal means the Individual who occupies the role of Dealer Principal at Bendigo Truck Centre or his delegated representative

Eligible Products means the goods, services or discounts in relation to which Bendigo Truck Centre Loyalty Program Benefits are offered to Beneficiaries from time to time by Bendigo Truck Centre under the Bendigo Truck Centre Loyalty Program;

Eligible Vehicle means (except as may otherwise be defined in the applicable Bendigo Truck Centre Loyalty Program terms and conditions) a vehicle which satisfies the conditions for eligibility for the Bendigo Truck Centre Loyalty Program under these Terms and Conditions or any interpretation thereof by the Dealer Principal or his nominated representative;

Eligibility Account means in relation to each Beneficiary the eligibility account maintained by or on behalf of Bendigo Truck Centre in which all eligibility details are held and which records Bendigo Truck Centre Loyalty Program Benefits;

Eligibility Year:

- a. for the first year, commences on the day of recording the sale of the relevant Eligible Vehicle by Bendigo Truck Centre and concludes on the last day of the Beneficiary's Anniversary Month the following year; and
- b. subject to Eligibility renewal, for each successive year commences on the first day of the month following a Beneficiary's Anniversary Month and concludes on the last day of the Beneficiary's Anniversary Month in each relevant following year, unless otherwise determined under clause 5.5;

Group means a group of related bodies corporate as defined in the *Corporations Act 2001* (Cth);

GST means any goods and services tax, value added tax or sales tax imposed on the sale or supply of goods, services and rights including but not limited to a tax imposed by the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and the related imposition Acts of the Commonwealth;

Intellectual Property Rights or IPR means all intellectual property rights and related rights, including patents, copyright, rights in circuit layouts, registered designs, trademarks and the right to have confidential information kept confidential and any application or right to apply for registration of any of those rights;

Loss means all liabilities, losses, damages and costs and expenses suffered or incurred in connection with a Claim including, without limitation, consequential or economic loss or loss of profits;

Marketing Material means any advertising, promotional, marketing or consumer material or content prepared by or on behalf of Bendigo Truck Centre or any Program Partner which:

- a. is intended for distribution through any Bendigo Truck Centre advertising, marketing or sales channel; or
- b. in any way refers or relates to either Bendigo Truck Centre or the Bendigo Truck Centre Loyalty Program;

Personal Information has the meaning given to that term in the *Privacy Act 1988* (Cth), as that meaning may be amended from time to time;

Program Partner means an entity that offers Bendigo Truck Centre Loyalty Program Benefits to Beneficiaries under another Reward Scheme and includes Bendigo Truck Centre in relation to that same Reward Scheme;

Reward Scheme means a reward scheme to be operated by or on behalf of a Program Partner under which Beneficiaries will be entitled to receive Bendigo Truck Centre Loyalty Program Benefits; and

Terms and Conditions means these Bendigo Truck Centre Loyalty Program

2. Terms and Conditions.

2.1 In these Terms and Conditions, unless the contrary intention appears:

- a. the singular includes the plural and vice versa;
- b. a reference to 'include' or 'including' means 'including but not limited to'; and
- c. references to any statute or statutory provision includes any re-enactment or replacement thereof and will include any regulations or other subordinate legislation made under the relevant statute.

3. Changes to BENDIGO TRUCK CENTRE LOYALTY PROGRAM

3.1 Subject to clause 3.2 Bendigo Truck Centre reserves the right to make any changes (whether material or otherwise) to the Bendigo Truck Centre Loyalty Program, the Terms and Conditions and the Bendigo Truck Centre Loyalty Program Benefits offered including changes to:

- a. the ways in which Bendigo Truck Centre Loyalty Program Benefits are earned;
- b. Bendigo Truck Centre Loyalty Program Benefits, including their continued availability;
- c. Eligibility requirements, including entry criteria and any fees;
- d. the expiry of Eligibility and accrued Bendigo Truck Centre Points;
- e. the way in which the Bendigo Truck Centre Loyalty Program is administered;
- f. the Program Partners or their Reward Schemes and the Eligible Products on which Bendigo Truck Centre Loyalty Program Benefits may be earned or redeemed; and
- g. any Bendigo Truck Centre Company role or activities under Bendigo Truck Centre Loyalty Program.

3.2 Bendigo Truck Centre will inform Beneficiaries of material changes to these Terms and Conditions and, where such changes will limit Bendigo Truck Centre Loyalty Program Benefits, when practicable, will give Beneficiaries at least 30 days' notice by updating these Terms and Conditions and related information on www.btc-bendigo.com.au/loyaltyprogram.

Any applicable fees will be posted on www.btc-bendigo.com.au/loyaltyprogram.

4. Termination or suspension of BENDIGO TRUCK CENTRE LOYALTY PROGRAM

4.1 Bendigo Truck Centre gives no undertaking as to the continuing availability of BENDIGO TRUCK CENTRE LOYALTY PROGRAM. Bendigo Truck Centre may terminate or suspend Bendigo Truck Centre Loyalty Program at any time. Bendigo Truck Centre will give at least 30 days' notice to Beneficiaries of such termination or suspension, except if Bendigo Truck Centre ceases to operate as an entity, the BENDIGO TRUCK CENTRE LOYALTY PROGRAM ceases, or for other reasons outside Bendigo Truck Centre's control, in which case Bendigo Truck Centre Loyalty Program will cease immediately.

4.2 If Bendigo Truck Centre terminates or suspends the Bendigo Truck Centre Loyalty Program (other than under the exception in clause 4.1), all BENDIGO TRUCK CENTRE LOYALTY PROGRAM Benefits and Points will become non-transferrable except at the discretion of any Program Partner. BENDIGO TRUCK CENTRE reserves the right to allow or deny any such transfer of Benefits or Points

5. Eligibility

5.1 Eligibility of Bendigo Truck Centre Loyalty Program is applicable only to vehicles purchased from BENDIGO TRUCK CENTRE which are classified as New Vehicle Sales, have been registered in the state of Victoria or New South

Wales by BENDIGO TRUCK CENTRE and have previously been unregistered for road use in Australia. Eligibility shall continue uninterrupted until an eligible vehicle is sold or transferred to another individual or entity or a period of five years has elapsed since the date of sale as recorded by BENDIGO TRUCK CENTRE. Eligible Vehicles which cease to meet these requirements will forfeit their Eligibility entitlement and all Bendigo Truck Centre Loyalty Program Benefits will expire.

5.3 Bendigo Truck Centre has the right to accept or reject any application for Eligibility in its sole discretion.

5.4 By applying for Eligibility, using the Eligibility Account or earning or using Bendigo Truck Centre Loyalty Program Benefits, the applicant agrees that upon acceptance of the application by Bendigo Truck Centre, the applicant will become a Beneficiary and will be bound by these Terms and Conditions.

5.5 Each Eligible Vehicle can have only one Eligibility Account. If more than one Eligibility Account has been assigned to an Eligible Vehicle in error, the Beneficiary must promptly inform Bendigo Truck Centre and Bendigo Truck Centre may cancel the excess Eligibility(s). Eligibility is not transferable.

5.7 Each Beneficiary will have online access to www.btc-bendigo.com.au/loyaltyprogram and may permit its nominated Account Manager and Account Users to access the Eligibility Account. Each Account Manager and other Account Users must supply all relevant information when accessing the Eligibility Account. It is the responsibility of Beneficiaries to ensure all their Account Managers and Account Users keep their Eligibility Account and other security information secure.

5.8 Beneficiaries may, at any time, cancel their Eligibility by contacting Bendigo Truck Centre. Upon receipt of a cancellation request, Bendigo Truck Centre will cancel the relevant Eligibility and all accumulated Bendigo Truck Centre Loyalty Program Benefits for that Eligible Vehicle and the relevant Eligibility Account will immediately expire. Accordingly, Bendigo Truck Centre recommends that Beneficiaries carefully consider any plans to cancel any Eligibility to avoid unintentional loss of accumulated Bendigo Truck Centre Loyalty Program Benefits or Points.

6. Beneficiary obligations and responsibilities

6.1 Beneficiaries must, and must ensure all their Account Managers, Account Users and Benefit Earners:

- a. comply with these Terms and Conditions; and
- b. do not abuse or misuse any Bendigo Truck Centre Loyalty Program Benefits, services or arrangements accorded to the Beneficiary as a result of Eligibility, including by:
 - i. engaging in illegal or fraudulent activities;

- ii. supplying or attempting to supply false or misleading information, or making a misrepresentation to Bendigo Truck Centre, the Bendigo Truck Repairs and Spares Group or any Program Partner;
- iii. selling, assigning or transferring, or offering to sell, assign or transfer any Bendigo Truck Centre Loyalty Program Benefit other than in accordance with these Terms and Conditions ; or
- iv. acting in a hostile, abusive or aggressive way towards Bendigo Truck Centre or representatives of Bendigo Truck Centre or any Program Partner.
- v. creating multiple Eligibility Accounts that each receive Bendigo Truck Centre Loyalty Program Benefits

6.2 A Beneficiary who is an association, council, federation, union, or other representative body or club may join the Bendigo Truck Centre Loyalty Program but can only earn Bendigo Truck Centre Loyalty Program Benefits in relation to the Eligible vehicle (and not any other vehicle which is not considered Eligible under these Terms and Conditions).

6.3 Each Beneficiary is responsible for regularly checking its Eligibility Account and keeping its Eligibility details up to date and must notify Bendigo Truck Centre of any changes, omissions or incorrect details upon the Beneficiary or Account Manager becoming aware of them. Bendigo Truck Centre is not responsible for any failure by a Beneficiary to notify Bendigo Truck Centre of any such changes, omissions or incorrect details, or for any incorrect information notified to Bendigo Truck Centre.

6.4 Nothing in these Terms and Conditions gives rise to any transfer of Intellectual Property Rights and Beneficiaries must not use, or cause to be used, the IPR of Bendigo Truck Centre, the Bendigo Truck Repairs and Spares Group or a Program Partner without the express permission of Bendigo Truck Centre, the Bendigo Truck Repairs and Spares Group or the relevant Program Partner.

7. Suspension or termination of Eligibility

7.1 If a Beneficiary ceases to be an ABN Holder, has breached any of these Terms and Conditions or any Program Partner Reward Scheme's terms and conditions, or has failed to pay any money due under Bendigo Truck Centre Loyalty Program (including Account Balances) by the due date, whether intentionally or otherwise, Bendigo Truck Centre or it's Program Partner may do any one or more of the following:

- a. suspend the operation of the Beneficiary's Eligibility Account;
- b. suspend the right of the Beneficiary to utilise any aspect of the BENDIGO TRUCK CENTRE LOYALTY PROGRAM and/or the right to earn or receive Bendigo Truck Centre Loyalty Program Benefits;
- c. cancel the Beneficiary's Bendigo Truck Centre Points or any part thereof;
- d. cancel or refuse to honour any discount or rebate that has been offered or awarded to the Beneficiary;

- e. cancel any Bendigo Truck Centre Benefits or Points that have been transferred to an individual in the BENDIGO TRUCK CENTRE LOYALTY PROGRAM; or terminate the Eligibility.

7.2 If Bendigo Truck Centre intends to take action under clause 7.1, it will notify the Beneficiary of its intention and the reason for that action.

7.3 Unless otherwise required by applicable laws, Bendigo Truck Centre will not be liable for any Loss whatsoever suffered by any person as a result of any action under clauses 7.1 or 7.2.

8. Reward Schemes and Benefits

8.1 Bendigo Truck Centre Loyalty Program Benefits are offered under the BENDIGO TRUCK CENTRE LOYALTY PROGRAM Terms and Conditions or any applicable Program Partner Reward Scheme's terms and conditions. A Program Partner may limit the Bendigo Truck Centre Loyalty Program Benefits offered. For example, Bendigo Truck Centre Loyalty Program Benefits may not be available in relation to activity that does not have a business purpose.

8.2 It is the responsibility of each Beneficiary to ensure that it has read the terms and conditions of each Reward Scheme and is aware of the current formula under each Reward Scheme by which the Bendigo Truck Centre Loyalty Program Benefits to which a Beneficiary may be entitled will be calculated and how and when Bendigo Truck Centre Loyalty Program Benefits will accrue and may be used.

8.3 All goods and services supplied by a Program Partner are supplied on the terms specified by the Program Partner. Without limiting the foregoing, all Benefits received by a Beneficiary or BENDIGO TRUCK CENTRE LOYALTY PROGRAM Benefits or Points Recipient is subject to the applicable provider's Terms and Conditions.

9. Crediting Bendigo Truck Centre Points

9.1 Bendigo Truck Centre reserves the right to reverse or cancel any Bendigo Truck Centre Benefits or Points credited to a Beneficiary incorrectly or not credited in accordance with, or credited in breach of, these Terms and Conditions or the terms and conditions of the relevant Reward Scheme.

9.2 Bendigo Truck Centre may, pursuant to the terms and conditions of a relevant Reward Scheme from time to time:

- a. introduce or vary a cap on the number or value of Bendigo Truck Centre Benefits that can be earned in connection with any relevant Reward Scheme by a Beneficiary; or
- b. make an offer of bonus Bendigo Truck Centre Benefits or Points to Beneficiaries on terms determined from time to time by Bendigo Truck Centre.

9.3 Unless otherwise specified in the terms and conditions of a relevant Reward Scheme Bendigo Truck Centre Benefits or Points will not be earned in relation to any Eligible Vehicle sales which are cancelled, refunded or returned. Bendigo Truck Centre may cancel or deduct any monetary value of Bendigo Truck Centre Benefits or Points that have been credited to a Beneficiary's Eligibility Account in relation to cancelled, refunded or returned products or services.

10. Validity of Bendigo Truck Centre Benefits or Points and Eligibility Account

10.1 Except as otherwise provided in these Terms and Conditions, Bendigo Truck Centre Benefits attributed to an Eligibility Account will not expire as long as the Beneficiary remains an Active Beneficiary and the relevant vehicle remains an Eligible Vehicle.

10.2 All Bendigo Truck Centre Benefits or Points in an Eligibility Account of a Beneficiary will expire at midnight Melbourne, Australia time for each eligible vehicle at the end of the 60th consecutive month of the BENDIGO TRUCK CENTRE LOYALTY PROGRAM term. Bendigo Truck Centre Benefits or Points are deemed to be valid from the recorded date of sale of an Eligible Vehicle until this time, or in the case of other Program Partners, on the cessation date as advised by the Program Partner.

10.3 Bendigo Truck Centre Benefits or Points cannot be re-credited nor transferred once the relevant Eligibility Account has expired or been terminated.

10.4 Once expired or terminated an Eligibility Account cannot be reinstated and any Bendigo Truck Centre Loyalty Program Benefits held in that Eligibility Account cannot be reinstated or be the subject of a Benefit Claim. However, a new application for Eligibility may be made.

11. Transferring Bendigo Truck Centre Benefits or Points

11.1 Bendigo Truck Centre Benefits or Points are not transferrable between Eligibility Accounts or Eligible Vehicles unless expressly approved by the Dealer Principal. Any individual or company may apply for such a transfer in accordance with this clause 11 if it seeks to do so.

11.2 Subject to clause 11.1, Beneficiaries can request transfer of their accumulated Bendigo Truck Centre Benefits or Points to another BENDIGO TRUCK CENTRE LOYALTY PROGRAM Eligibility Account. The request may be made by in writing to the Dealer Principal nominating the Bendigo Truck Centre Benefits or Points Recipient.

11.3 Each individual nominated as a Bendigo Truck Centre Benefits or Points Recipient must be a Beneficiary of the BENDIGO TRUCK CENTRE LOYALTY PROGRAM.

11.4 Bendigo Truck Centre reserves the right to introduce a cap on the monetary value of BENDIGO TRUCK CENTRE LOYALTY PROGRAM Benefits or Points which can be transferred by a Beneficiary in any one transaction, and on the number of BENDIGO TRUCK CENTRE LOYALTY PROGRAM Benefits or Points which can be transferred by a Beneficiary in any Eligibility Year.

12. BENDIGO TRUCK CENTRE LOYALTY PROGRAM Activity Statements

12.1 Beneficiaries and their Account Managers may request their Eligibility Account Statement from Bendigo Truck Centre. A BENDIGO TRUCK CENTRE LOYALTY PROGRAM Activity Statement can be provided to show Eligible transactions.

13. Benefit Claims

13.1 Benefit Claims are to be submitted to the BENDIGO TRUCK CENTRE or a relevant Program Partner. Bendigo Truck Centre and each Program Partner reserves the right to require proof of the transaction from the Beneficiary, including copies of receipts or similar documentation to substantiate the Benefit Claim.

13.2 Bendigo Truck Centre will not be obliged to credit BENDIGO TRUCK CENTRE LOYALTY PROGRAM Benefits or Points to a Beneficiary if the relevant Benefit Claim is received by BENDIGO TRUCK CENTRE later than 90 days after the date of the relevant transaction to which the Benefit Claim relates.

13.3 Benefit Claims for the crediting of Bendigo Truck Centre Benefits or Points cannot be made if the Eligibility is not current or if the Eligibility Account was not current at the time the relevant transaction or activity to which the Benefit Claim relates was undertaken.

14. Taxation Implications

14.1 Bendigo Truck Centre recommends that Beneficiaries and their nominated Bendigo Truck Centre Benefits or Points Recipients consult their accountant or tax adviser to ensure that they understand possible tax implications for which they may be liable in relation to their Eligibility of Bendigo Truck Centre Loyalty Program and their earning and use of Bendigo Truck Centre Points or other Bendigo Truck Centre Loyalty Program Benefits.

14.2 Beneficiaries should consult their tax adviser with any queries regarding their eligibility to reclaim Australian GST. With respect to any BENDIGO TRUCK CENTRE LOYALTY PROGRAM Benefits, tax invoices will be electronically generated which disclose the value of such Benefits and delivered to the Beneficiary or their nominated representative.

15. Personal information

15.1 It is a condition of Eligibility of the Bendigo Truck Centre Program that a Beneficiary consents and authorises Bendigo Truck Centre to collect, use, store and disclose, for the purposes described in clause 15.2, the information it provides on its application form and other information that Bendigo Truck Centre, any Program Partner and any other Bendigo Truck Repairs and Spares Group company collects in relation to the Beneficiary's participation in Bendigo Truck Centre Business Rewards, including information about the Beneficiary's business, its Account Users, Benefit Earners and nominated Bendigo Truck Centre Benefits or Points Recipients.

15.2 The purposes referred to in clause 15.1 are for each of Bendigo Truck Centre, the applicable Program Partner and any Bendigo Truck Repairs and Spares Group company to:

- a. operate and manage Bendigo Truck Centre Loyalty Program and Partner Reward Schemes, including making goods and services and Bendigo Truck Centre Loyalty Program Benefits available to Beneficiaries;
- b. facilitate the transfer of Bendigo Truck Centre Points earned in the Bendigo Truck Centre Loyalty Program to nominated Bendigo Truck Centre Benefits Points Recipients;
- c. improve Beneficiary service, including by means of research, marketing, product development and planning;
- d. market its products or services or the products or services of third parties;
- e. facilitate any third party providing goods and services to the Beneficiary, Bendigo Truck Centre, any Program Partner, and any of their respective Group companies in connection with the Bendigo Truck Centre Loyalty Program; and
- f. as otherwise provided in the Bendigo Truck Centre Loyalty Program Privacy Statement

15.3 In addition to the purposes described in clause 15.2, Bendigo Truck Centre, any Program Partner or any other Bendigo Truck Repairs and Spares Group company may disclose the personal information to comply with its legal obligations, including to law enforcement agencies, courts and government or regulatory bodies. Under those circumstances or where otherwise required by law, the information may be shared with others with or without that Beneficiary's knowledge or consent.

15.4 The Beneficiary must ensure that each of its Account Users, Benefit Earners and nominated Bendigo Truck Centre Benefits or Points Recipients consents to the collection, use, storage and disclosure of their personal information for the purposes described in this clause 15.

15.5 The information referred to in clause 15.1 may be transferred to our service providers located overseas for the purposes described in this clause 16.

15.6 If all or any part of requested information is not provided, the services under the Bendigo Truck Centre Loyalty Program may be affected or may not be able to be provided.

15.7 On request and to the extent permitted or required by law, Bendigo Truck Centre will provide an individual access to and the ability to correct the personal information held about them by Bendigo Truck Centre.

15.8 This clause 15 survives the termination of these Terms and Conditions and the termination or suspension of BENDIGO TRUCK CENTRE LOYALTY PROGRAM.

16. Liability

16.1 Nothing in these Terms and Conditions affects any rights a Beneficiary may have and which by law cannot be excluded, including under the Consumer and Competition Act 2010 (Cth) (the Act) and under State and Territory consumer protection legislation. For example, for consumers, services come with non-excludable warranties under the Australian Consumer Law (as set out in Schedule 2 of the Act) that they will be provided with due care and skill and be reasonably fit for their purpose.

16.2 Subject to clause 16.1, the Bendigo Truck Repairs and Spares Group and any of the officers, employees, agents and contractors of the Bendigo Truck Repairs and Spares Group Companies are not liable for any Loss of any kind, arising under or in connection with these Terms and Conditions, including any changes to the Terms and Conditions or Bendigo Truck Centre, except to the extent that such loss or claim arises from the negligence or wilful misconduct of a the Bendigo Truck Repairs and Spares Group Company, or any of their officers, employees, agents or contractors.

17. General

17.1 The Terms and Conditions and Eligibility in the Bendigo Truck Centre Loyalty Program are governed by and will be construed in accordance with the laws of the State of Victoria, Australia irrespective of where the application for Eligibility in Bendigo Truck Centre Loyalty Program has been completed by the Beneficiary or submitted to Bendigo Truck Centre.

17.2 In any action or other legal process with respect to any matter or thing in connection with these Terms and Conditions and/or Eligibility in the Bendigo Truck Centre Loyalty Program each Beneficiary submits to the non-exclusive jurisdiction of the State of Victoria.

17.3 If part or all of any clause of these Terms and Conditions is illegal, invalid or unenforceable then it will be read down to the extent necessary to ensure that it is

not illegal, invalid or unenforceable, but if that is not possible, it will be severed from these Terms and Conditions and the remaining provisions of these Terms and Conditions will continue to have full force and effect.

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