



Program Terms and Conditions

Effective Date: 1st January 2020

1. Introduction

- 1.1. These Program Terms and Conditions (Terms) govern the use of and membership to the L&H 'Sparky Plus' program (Program).
- 1.2. These Terms are effective from the 'Effective Date' shown above and may be amended from time to time by us at our sole direction by publishing the amended terms on this Website.
- 1.3. Our failure to enforce a particular term or condition does not constitute a waiver of that term or condition.

2. Acknowledgment and acceptance of the Terms

- 2.1. In these Terms 'you' or 'your' is a reference to a Member; and 'our' or 'us' is a reference to L&H Group.
- 2.2. Through your use of the Program you acknowledge that you have read, understood and accept these Terms and you agree to be bound by them. Should you object to any of these Terms (including any subsequent amendments) you must immediately discontinue use of the Program, including the Website.
- 2.3. Your participation in, and use of, the Program is contingent on compliance with the Terms and all relevant L&H Group policies, including but not limited to the <https://www.lh.com.au/privacy-policy/> Bucket List terms & Conditions'.

3. Definitions

In these Terms, unless the contrary intention appears:

Accepted Payment Card means a credit card, charge card or such other form of payment card approved by O.C. Tanner from time to time.

Accumulate means Accumulate Loyalty Services Pty Ltd ABN 38 085 529 979, trading as O.C. Tanner.

Service Centre means the service centre operated by Accumulate to support Members.

Member means a natural person who is:

- a) a current company of L&H Group

Member ID means the unique user name for your business, this will be your customer number.

Point means a point available for award, or awarded, to a Member as a result of being rewarded for meeting a recognition criterion or criteria, which can be redeemed to obtain a Reward. For clarity, Points are not Qantas Points and cannot be redeemed for cash.

Points Plus Pay means the function that permits a Reward to be redeemed with a combination of Points and monetary payment with an Accepted Payment Card.

Program means the L&H 'Sparky Plus' incentive program. The Program comprises the Website, the Program functionality, Service Centre and all related services.

Reward means any merchandise, gift card, voucher, donation or Qantas Points that can be obtained by redeeming Points or Points Plus Pay, when enabled, through the Program.

Qantas Points means the frequent flyer points granted pursuant to the Qantas Airways Limited 'Qantas Frequent Flyer Terms and Conditions'.

L&H Group means L&H Group. ABN 19 730 781 473 and its associated entities as defined by the *Corporations Act 2001* (Cth).

Website means the website through which the Program is accessed at <https://a2.accumulate.com.au/sparkyplus>.

Website and Reward Terms and Conditions is defined at clause 14.

4. Purpose of Program

- 4.1. Lawrence & Hanson values the contribution of its Members to the success and growth of the business.
- 4.2. Program is provided for the purposes of enabling Members:
 - 4.2.1. To be awarded Points for spend on listed brands, these brands may change at L&H Groups discretion.
 - 4.2.2. to view and acquire Rewards;
 - 4.2.3. to view Points activity through the life of the Program;
- 4.3. The Program commenced on January 2020, L&H Group reserves the right, in its absolute discretion, to alter, cease to provide or replace this Program in whole, or part, and to vary the Terms, at any time.
- 4.4. The Program is operated and managed by Accumulate on behalf of L&H Group.

5. Points Accumulation

- 5.1. Adjustments will be made to your Points balance to reflect:
 - 5.1.1. exchanges or return of goods made in accordance with the Website and Reward Terms and Conditions;
 - 5.1.2. resolution of any Points redemption disputes;
 - 5.1.3. changes required to correct an erroneous Points allocation; or
 - 5.1.4. Points expiry (as outlined in clause 6)
- 5.2. Points you accumulate cannot be used for any other reward program nor are they refundable, replaceable or transferable for cash or credit.
- 5.3. You may not award Points to yourself.

6. Points Expiration

- 6.1. Your Points will expire 24 months after the date they are awarded to you.

- 6.2. Points will expire on the 15th of the month based on first in – first out.
- 6.3. If you cease to meet the criteria of a Member you will no longer be eligible to be a Member of the Program, your account will be deactivated, and all unused Points will expire.

7. Points Redemption for Rewards

- 7.1. You may redeem your Points at any time for Rewards. Your Points balance must be sufficient for the Reward you wish to acquire.
- 7.2. You must only use your own Points for Rewards. L&H Group will not be accountable if another person uses your account or Points.
- 7.3. You must not use another Member’s account or Points to redeem Rewards.
- 7.4. Points may not be pooled by Members to redeem Rewards.
- 7.5. The number of Points required to redeem for any Reward may change at any time without notice.
- 7.6. For select Rewards, you may use the Points Plus Pay functionality (available in Australia only). The Points Plus Pay conditions are as follows:
 - 7.6.1. A minimum number of Points is required to be redeemed for each Reward, this number, the monetary amount and currency are detailed in the Reward description on the Website.
 - 7.6.2. Any monetary payment must be made with an Accepted Payment Card and no other form of payment will be accepted (including cheques or cash payments).
 - 7.6.3. The monetary amount is in Australian Dollars and includes goods and services tax and any Accepted Payment Card service fees, where applicable, both of which will be advised at the time of payment.

8. Rewards

- 8.1. The catalogue of Rewards on the Website has a range of items available and may include some or all of the following:
 - 8.1.1. merchandise;
 - 8.1.2. gift cards and gift vouchers, which are non-cash payment facilities that may be redeemed for goods and, or, services subject to the retailer’s terms and conditions;
 - 8.1.3. vouchers, which are pre-payments that may be exchanged for a specified good or service, including experiences, and are subject to the retailer’s terms and conditions.
- 8.2. The range of Rewards will change from time to time, without notice.
- 8.3. The ordering and delivery of Rewards is subject to the Website and Reward Terms and Conditions. <https://a2.accumulate.com.au/sparkyplus/public/termsandconditions.aspx>

9. Program Administration

- 9.1. We will conduct the following administrative tasks, including but not limited to:
 - 9.1.1. creating and maintaining Member accounts, including Member details and status;
 - 9.1.2. status; reviewing members accounts and points

- 9.2. allocating Points that are not automatically applied to Member accounts through monthly process;
 - 9.2.1. maintaining member accounts, including name, company account number, company details, branch details and status;
 - 9.2.2. complete any points balance adjustments as required.

10. Membership and Responsibilities

- 10.1. Your membership is both personal and non-transferable.
- 10.2. There are no fees to you for your membership in the Program.
- 10.3. You are responsible for all activity that occurs in, and through, your Member account and advising the Service Centre of any potential misuse of your Member account, including:
 - 10.3.1. all content you include in the Program;
 - 10.3.2. each order for Rewards, including the accuracy of the details such as the items, quantities and delivery details; or
 - 10.3.3. maintaining the confidentiality of your own access and security credentials for the Program.
- 10.4. You must not permit any other person to access your Member account, including, but not limited to:
 - 10.4.1. using the Program;
 - 10.4.2. altering your account information.
- 10.5. If you breach these Terms, the Website and Reward Terms and Conditions, or are otherwise engaged in activity deemed inappropriate or contrary to these Terms or the Website and Reward Terms and Conditions, L&H Group may, without notice to you:
 - 10.5.1. expire your Points;
 - 10.5.2. cancel or refuse to honour any order for a Reward;
 - 10.5.3. suspend your access to the Program;
 - 10.5.4. terminate your access to the Program; and, or
 - 10.5.5. take appropriate action in accordance with the privacy policy. <https://www.lh.com.au/privacy-policy/>
- 10.6. Any expiry of Points or suspension or termination of the Program will be at our absolute discretion. Inappropriate activity includes, but is not limited, to:
 - 10.6.1. use another Member's account for any unauthorised purpose;
 - 10.6.2. inappropriate accumulation of Points;
 - 10.6.3. method of redemption;
 - 10.6.4. inclusion of content on the Program that is unlawful, defamatory, fraudulent, offensive, objectionable or contrary to a L&H Group policy; and
 - 10.6.5. any other activity deemed by us to be inconsistent with the nature and intent of this Program.

11. Termination of or change to the Program

11.1. We reserve the right, in our absolute discretion, to alter, cease to provide or replace this Program in whole, or part at any time without notice to you.

12. Notices and communication

12.1. The Program uses electronic communication media to send “Program” and “commercial” correspondence to you.

12.2. Program correspondence is associated with the operation and administration of the Program and includes:

12.2.1. administrative notices;

12.2.2. automatic emails, for example password reset and order confirmation; and

12.2.3. correspondence from the Service Centre, Reward suppliers and couriers.

12.3. Commercial correspondence is associated with the notification of any Rewards available through the Program, including any limited offers regarding Rewards. Your default Member account setting is for you to receive commercial correspondence. You can manage your subscription to commercial correspondence using the options provided in ‘My Account’, under the ‘Communication’ section. You may unsubscribe to this commercial correspondence using the functional unsubscribe facility provided in any correspondence.

12.4. When you register you will select whether you wish to Opt-in to receive both Program and Commercial correspondence, or, ‘Opt-out’, which excludes the commercial correspondence.

12.5. After registration you can manage your ability to receive commercial correspondence using the option provided in ‘My Account’, ‘My Profile’ under the heading ‘Communication’ by selecting ‘Opt-in’. Or you may opt-in or opt-out to receiving commercial correspondence using this tool at any time.

13. Privacy Statement <https://www.lh.com.au/privacy-policy/>

13.1. This privacy statement outlines in general terms how we collect, use and disclose personal information in respect of the Program.

13.2. Information about you contained in the Program may be collected from three sources:

13.2.1. Information provided by L&H Group to establish your ‘Sparky Plus’ account. This is required to enable your access to, and use of, the Program, which includes the Website, the Program functionality, Service Centre and all related services. This information may only be updated on authority of L&H Group. If you consider this information needs to be corrected or updated contact your human resources representative.

13.2.2. Information provided by you at the time of registration and during your use of the Program at the variable account information fields. You may insert, alter and remove information. You remain responsible for the accuracy of this information in the variable account information fields. You may insert, alter and remove information. You remain responsible for the accuracy of this information.

13.3. Personal information is collected about you and others from you by L&H Group to provide and improve the Program and services, personalise your experience, verify your identity, communicate with you about your orders, deliveries and Member account, send you Program correspondence and commercial correspondence (if you have not unsubscribed to it), provide service support, conduct market research and trend analysis, market goods and services to you, and comply with any legal obligations.

13.4. If you provide the personal information of others to L&H Group through the ‘Sparky Plus’ Program, it is your responsibility to advise those individuals that you have provided the information to L&H Group.

- 13.5. In addition to the information that you enter on the Program, certain types of data is received and stored when you use the Program website (through cookies) and emails (through tracking images) in order to monitor general usage of, and to improve, the Program.
- 13.6. If your personal information is not collected (including if you disable cookies) you may not be able to use all of the features of this Program, Website or redeem Points for Rewards.
- 13.7. The collected personal information may be disclosed to:
- 13.7.1. suppliers and third parties that assist in providing and improving goods and services (such as fulfilling and delivery of Rewards, any credit card payment authorisation, identity verification, market research and trend analysis, marketing and promotions, information technology support and service support operations);
 - 13.7.2. appropriate authorities where fraudulent activity is suspected and others where required by law; and
 - 13.7.3. L&H Group to assist in improving goods and services and determine that the Program is meeting the L&H Group objectives.
- 13.8. Personal information may be disclosed and stored globally for the purposes of providing the Program, Rewards and all related goods and services. Any email used to deliver the Program and services may be transmitted and stored in various locations overseas.
- 13.9. The L&H Group 'Privacy Policy' <https://www.lh.com.au/privacy-policy/> contains more information and also how you can seek access to, and correction of, your personal information held by L&H Group. It also explains how you can complain about a breach of your privacy and how your complaint will be dealt with.
- 13.10. The O.C. Tanner 'Privacy Policy' contains more information and also how you can seek access to, and correction of, your personal information held by Accumulate. It also explains how you can complain about a breach of your privacy and how your complaint will be dealt with.

14. Website and Reward Terms and Conditions

- 14.1. The Website and Reward Terms and Conditions incorporate the following:
- 14.1.1. the Website terms of use, which govern your use of this Website; and
 - 14.1.2. the Reward terms and condition, which govern the acquisition of any Rewards.
- 14.2. Click here to access the Website and Reward Terms and Conditions. www.sparkyplus.com.au

15. Taxation

- 15.1. Points and, or, any Rewards may be subject to personal income or other tax assessment.
- 15.2. You will be personally liable for any and all costs, taxes, GST, charges, claims or liabilities of whatever nature arising from the provision or availability of Points and any Reward.
- 15.3. Due to possible fringe benefits tax implications each Registered Consultant is responsible for receiving their employer's approval to participate in the Program. Acceptance of this condition is acknowledged by the Registered Consultant supplying their Membership ID as part of the program registration process.
- 15.4. L&H Group accepts no responsibility for fringe benefits tax or other taxation implications arising from or in connection with the Program. Any Fringe Benefit tax implications are the responsibility of the participating company.
- 15.5. Should you require any further assistance in this matter please contact your tax advisor.

16. Contact Information

16.1. For all enquiries regarding Points earning please contact the Program Administrator directly by email to: marketing@lh.com.au

16.2. For all enquiries regarding the Program, an order or a Reward please contact the Service Centre by the following:

16.2.1. email to: orders.au@octanner.com

16.2.2. written correspondence to:

L&H – Sparky Plus

c/o O.C. Tanner

PO Box 555, Port Melbourne VIC 3207

16.2.3. telephone to:

1300 135 415 (from within Australia); or

+61 3 8645 6400 (from outside Australia)

between 8:30 to 6.30pm Australian Eastern Standard Time (AEST) or Australian Eastern Daylight Time (AEDT) (as applicable during daylight savings) Monday to Friday (excluding Australian national public holidays).