

# Snap-on Gift Card Terms of Use

These Terms of Use apply to all Snap-on Gift Cards issued by Snap-on Tools Australia Pty Ltd, through its Franchisees and Company owned Mobile Stores.

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## Definitions

**'Card ID Number'** means the 5-digit number that appears on the back of your Snap-on Gift Card;

**'Snap-on'** means Snap-on Tools (Australia) Pty. Ltd., ABN 55 010 793 683 of 20 Powers Road, Seven Hills, NSW 2147, Australia.

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

Callers within New Zealand should call: 0800 810 581.

## 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](http://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 [www1.snapon.com/display/privacypolicy.nws](http://www1.snapon.com/display/privacypolicy.nws)).

## 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.

### 3.2 Exclusions

#### General 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.

## 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 only be used on a Mobile Store.

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:

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

### 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 the country where the card was issued.

You may select goods on a Mobile Store equal to either the full value of the Snap-on Gift Card, or a greater value 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.

### 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 6 months from the date of issue (or as otherwise extended by Snap-on).

#### **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.

#### **4.7 Exchanging items purchased with a Snap-on Gift Card.**

Goods that are purchased solely or in part with a Snap-on Gift Card can only be exchanged, or returned at the discretion of Snap-on.

### **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 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 or to prevent the occurrence of fraud or other unlawful or unacceptable conduct;
- d. To comply with any contract, law, regulation or statute or order or judgment of any court, tribunal or other body having competent jurisdiction; or
- e. 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](http://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 ([www1.snapon.com/display/privacypolicy.nws](http://www1.snapon.com/display/privacypolicy.nws)), please call Customer Service for a copy. 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 in relation to your Snap-on Gift Card, you should contact the Mobile Store from which it was purchased, or call Customer Service.

### **7.2. Goods or services**

Any complaints about goods or services purchased with a Snap-on Gift Card must 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, 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 exclusively subject to the jurisdiction of the courts of New South Wales, Australia (including the Federal Court of Australia, New South Wales Registry).

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