

Mobile Essentials Membership Terms & Conditions

May 2015

You must read these Terms carefully before you use your Mobile Essentials Membership card. These Terms and conditions contain important information, including limitations of liability. If you do not understand these Terms and Conditions or if you have any questions, please call us on (03) 9800 2700.

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1. Introduction

- 1.1 This document is known as the Mobile Essentials Membership Terms and Conditions.
- 1.2 These Terms and Conditions will apply to you (the member) on and from your first use of your Mobile Essentials membership card.

2. Definitions

- 2.1 Online Shopping Credits means the points earned by you in accordance with these Terms. Credits earning rule is that 1 Shopping Credit per 1 Dollar spent on an Eligible Transaction via the Website (online shop).
- 2.2 Application Form means the application form required to be completed by you to become a Member.
- 2.3 Benefits means the services, products, discounts, and offers offered or available to Members.
- 2.4 Dollar or \$ means Australian dollars.
- 2.5 Eligible Transaction is a transaction where your Mobile Essentials membership card is entered on the Website for: the purchase of goods or services from Mobile Essentials' Website, the purchase of gift cards from the Website, but excluding delivery charges.
- 2.6 Retail-eligible purchase is a transaction made in retail stores only and products of following brands are exclusive:
 - a) OtterBox Cases;
 - b) Lifeproof Cases;
 - c) Lamborghini Cases;
 - d) Alfa Romeo Cases;
 - e) Samsung original cases.
- 2.7 Mobile Essentials means Mobile Essentials Pty Ltd (ABN 641 084 49770) located at Suite 601, Level 6, Office Tower, 425 Burwood Highway, Wantirna South VIC 3156 and its retail stores.
- 2.8 Mobile Essentials membership card means the plastic card issued by Mobile Essentials to you.
- 2.9 Mobile Essentials Membership program means the program called "Mobile Essentials Membership" operated by Mobile Essentials where members earn

Online Shopping Credits, receive Mobile Essentials retail store discount and other Benefits.

2.10 Terms and Conditions means these terms and conditions, as amended from time to time.

2.11 You or your is a reference to the individual in whose name the Mobile Essentials Membership account is held.

2.12 Website means www.mobileessentials.com.au.

3. Your Participation and Membership

3.1 Participation of the Mobile Essentials' Membership is open to individuals with an Australian residential address.

3.2 If you do not agree to be bound by these Terms please do not use your Mobile Essentials membership card and notify Mobile Essentials, by

a) writing to Mobile Essentials (Suite 601, Level 6, Office Tower, 425 Burwood Highway, Wantirna South VIC 3156);

b) or by calling the Mobile Essentials on (03) 9800 2700;

c) or by writing email to Mobile Essentials (customerservice@mobileessentials.com.au) with an email subject - membership disagreement.

3.3 Mobile Essentials Online Shopping Credits will not be awarded until these Terms and Conditions have become binding on you.

3.4 By using your Mobile Essentials membership card, you agree to the collection, use and disclosure of your personal information in accordance with the Privacy Policy, as amended from time to time.

3.5 Each Member will be assigned a Membership number which will be used for identification purposes.

3.6 Mobile Essentials may accept or reject any Application Form in its sole discretion.

3.7 You must advise Mobile Essentials of any change of name, address, or other details as soon as possible after the change.

3.8 Mobile Essentials is not responsible for any failure by you to notify Mobile Essentials of the change which may result in the loss receiving rewards.

3.9 Changes to address can be made directly via email to customerservice@mobileessentials.com.au or by calling the Mobile Essentials on 03 9800 2700.

4. Online Shopping Credits

4.1 You may earn Online Shopping Credits on each Eligible made on Mobile Essentials' website from time to time.

4.2 Shopping Credits are allocated in relation to each Eligible Transaction made on Mobile Essentials' website and are usually added to your Mobile Essentials Membership account 30 days from the date of an Eligible Transaction.

4.3 Mobile Essentials is not responsible for any time delay.

4.4 In order to earn Online Shopping Credits, you must provide evidence of your Mobile Essentials Membership (e.g. by providing your Membership Card Number) at the time of the Eligible Transactions.

4.5 Shopping Credits are not property and have no cash or monetary value.

4.6 Mobile Essentials may deduct from your Mobile Essentials Membership account any Online Shopping Credits that have been credited to your Mobile Essentials Membership account in error or as a result of an error, as well as any Online Shopping Credits which relate to an Eligible Transaction which has been cancelled, reversed, or which relate to a refunded amount.

4.7 Shopping Credits may be deducted if Mobile Essentials reasonably believes that the Shopping Credits were earned: a) fraudulently, or Mobile Essentials reasonably suspects they were earned fraudulently; or b) by reason of engaging in inappropriate conduct that undermines the legitimate interests of Mobile Essentials.

5. Retail benefits

5.1 You may receive 10% off on retail-eligible purchases made in retail stores.

5.2 Products of Otterbox, Lifeproof, Lamborghini, Alfa Romeo and Samsung original cases are exclusive.

5.3 The 10% off retail discount cannot be used in conjunction with other discounts or offers, unless otherwise specifically stated in these Terms and Conditions or promotion posters.

6. Other Benefits and Special Promotions

- 6.1 The current benefits of the Mobile Essentials Membership are described at www.mobileessentials.com.au. Mobile Essentials may notify you from time to time of additional benefits of the Mobile Essentials Membership.
- 6.2 If Mobile Essentials makes new or special promotions available, Mobile Essentials will specify this, by notice via SMS, email, mail or in the relevant Mobile Essentials stores.
- 6.3 Terms specific to that promotion may include such details relating (but not limited) to:
- a) the eligible purchases;
 - b) the period during which an eligible purchase must be made for it to be the subject of the special promotion;
 - c) and the length of the relevant special promotion term. If Mobile Essentials invites you to a special promotion, you are required to present the relevant Mobile Essentials Membership Card to receive any applicable discount.

7. Errors and lost or stolen Mobile Essentials Membership cards

- 7.1 Mobile Essentials may send you quarterly Online Shopping Points Summaries. You should check each Online Shopping Points Summary carefully. If you think there may be an error in your allocation of Online Shopping Credits you should contact Mobile Essentials on 03 9800 2700 or email to customerservice@mobileessentials.com.au. You should contact Mobile Essentials within 60 days of the date the summary been delivered to your email address. Mobile Essentials may require you to confirm in writing, with sales receipts or other evidence, the details of any error you believe may have occurred.
- 7.2 You must notify Mobile Essentials immediately on 03 9800 2700 (Monday-Fri 9:00-17:30) or email to customerservice@mobileessentials.com.au if your Mobile Essentials Membership card is lost or stolen.

8. Mobile Essentials Membership Changes

- 8.1 Mobile Essentials may at any time make any changes to the Terms and Conditions, Rewards or Benefits at its sole discretion, including but not limited

to changes to: Online Shopping Credits gaining rules, Online Shopping Credits Summary, expiry of Online Shopping Credits, and Mobile Essentials Membership benefits.

8.2 Mobile Essentials will give you at least 30 days notice of any changes to these Terms and Conditions, Rewards or Membership Benefits offered.

9. Termination and Transfer

9.1 Mobile Essentials may in its discretion, suspend or terminate the Membership of you, if Mobile Essentials reasonably believes that you has breached these Terms and Conditions.

9.2 Where Mobile Essentials intends to terminate your Mobile Essentials Membership account, Mobile Essentials will provide you with written notice of such termination and you will have 14 days to discuss with Mobile Essentials regarding the rectification. Mobile Essentials will review any response you provide and will advise you of its decision. If your Mobile Essentials Membership account is suspended or terminated, Mobile Essentials may cancel all or any Online Shopping Credits that have been issued to you.

9.3 You may terminate your Membership at any time by giving Mobile Essentials notice: a) by email Mobile Essentials (customerservice@mobileessentails.com.au); or b) by calling Mobile Essentials on 03 9800 2700.

9.4 On receiving notification of termination from you, your Mobile Essentials Membership account will be recorded as closed. You will cease to earn Online Shopping Credits and to receive 10% off on purchases.

9.5 The balance of your Mobile Essentials Membership account may be transferred, at Mobile Essentials' discretion, to another person who is a Member of the Mobile Essentials.

9.6 Mobile Essentials may terminate the Mobile Essentials Membership program at any time by giving you at least 30 days prior written or email notice.

10. General Information

10.1 Any failure or delay by Mobile Essentials in exercising its rights under these Terms and Conditions does not constitute a waiver of those rights. Any waiver

of these rights must be in writing and signed by an authorised officer of Mobile Essentials.

10.2 Except as provided in any law which cannot lawfully be excluded or modified by agreement, Where Mobile Essentials gives you notice by post, you agree that, unless otherwise stated in these Terms and Conditions, the notice is deemed to have been given to you: on the date of actual receipt of the notice or on the date it would have been delivered in the ordinary course of post, whichever occurs first; provided it is sent to the last known address Mobile Essentials has for you.