



## MITSUBISHI CASH REWARDS PROGRAM TERMS AND CONDITIONS

### DEFINITION AND CONDITIONS OF PARTICIPATION

MMAL refers to Mitsubishi Motors Australia Ltd (ACN 007 870 395). Registered Office 1284 South Road, Clovelly Park 5042 SA. A Dealer/Dealership is an authorised MMAL. Cash rewards are calculated using sales information gathered from MMAL's SAP system.

Please read the 'Mitsubishi Cash Rewards Program Terms and Conditions' carefully and keep a copy for your records. By signing the back of the Card, using the Card or by providing your information to MMAL to join the Mitsubishi Cash Rewards Program, you agree to be bound by the terms and conditions of the Mitsubishi Cash Rewards Program herein.

MMAL may amend these terms and conditions from time to time to:

- comply with any change or anticipated change in law, guidance or general practice or to reflect a decision of a court, ombudsman or regulator;
- comply with the requirement of the card issuers or a third party service provider;
- reflect changes in our systems or procedures, including for security reasons;
- reflect changes in circumstances; and
- make the terms and conditions clearer.

MMAL will give notice of these amendments by email to all participating dealerships and individual's latest contact email address recorded in MMAL's SAP system.

### Eligibility

1. To participate in the Mitsubishi Cash Rewards Program an individual must be a current employee of an authorised MMAL Dealership. Individuals who are authorised Mitsubishi dealer staff must also be registered in MMAL's SAP system and have a unique Business Partner (BP) number to be eligible to enter the Mitsubishi Cash Rewards Program.
2. Entry is open to:
  - a. Staff classified in MMAL's SAP system as a *Parts Manager, Service Manager, Fixed Operations Manager, New Car Sales Manager, New Car Salesperson, Fleet Manager or Fleet Staff*. A dealership staff member may only be assigned to **one** of these roles in SAP and is responsible for ensuring his/her role is correctly specified in SAP; and
  - b. Achieve training, duration in role and target achievement pre-requisites as set by MMAL.
3. Individuals consent to any and/or all personal and other information provided to MMAL being disclosed to the Mitsubishi Cash Rewards Program business partners solely for purposes related to the operation of the program.
4. Should a Dealer Principal wish to exclude his/her staff from the Mitsubishi Cash Rewards Program, he/she can opt out of the Mitsubishi Cash Rewards Program by providing written notification to [incentives@mmal.com.au](mailto:incentives@mmal.com.au).

### Security

5. The cardholder must make sure that the Card, Identifiers and any PINs are kept safe and secure and should not be divulged to anyone; composed from information that could be guessed by anyone; or recorded anywhere in a format that can be deciphered. MMAL, its officers, associates and employees will not be held responsible for transactions that have taken place without the authority of the cardholder, where the correct card number, card access code, website log-in details, password or any other identifiers have been used.
6. If the cardholder suspects loss, theft or misuse of his/her card or that a third party has become aware of his/her card number, card access code, website log-in details and passwords, he/she should immediately contact the card distributor, Emerchants Payment Solutions Limited ("*emERCHANTS*") on Tel: 1300 739 889.

7. The cardholder must adhere to all of the PIN; Security; and Loss, Theft and Misuse of Cards terms and conditions stipulated in the provided 'Product Disclosure Statement (PDS) for *emERCHANTS* Reloadable Visa Prepaid Card'.

#### **Recording Sales Information, Accrual of Cash Rewards and Loading of Value**

8. Cash rewards will be awarded in accordance with set criteria determined by MMAL, such criteria will be stipulated on each published program. Cash rewards can only be awarded for sales or genuine parts sales and/or purchases recorded during the published program period. All eligible sales or genuine parts purchases must be correctly recorded in the MMAL's SAP system.
9. Cash rewards are calculated based on data recorded in MMAL's SAP system only. The monthly sales information will be summarised from MMAL's SAP system for all eligible sales recorded through the program period.
10. The eligible member's ID code/BP Number must be assigned to the sales transaction to obtain cash rewards for sales as specified in the published program bulletin.
11. Where there are multiple Sales Persons carrying out the same role at a Dealership, cash rewards may only be awarded to the member whose name is assigned to the valid sales transaction in MMAL's SAP system.
12. Where there are multiple Sales Managers carrying out the same role at a Dealership, target based cash rewards may only be awarded to **one** Sales Manager nominated by the Dealer Principal.
13. Fixed Operations Managers are eligible to earn cash rewards for Parts Managers and Service Managers if both positions do not exist within the dealership.
14. Any vehicles, parts and accessories sold by non-eligible members cannot be assigned to an eligible member in order to earn cash rewards under this program. Disqualification may occur where a sale carried out by a non-eligible member is assigned to an eligible individual in order to earn cash rewards.
15. Accurate reporting is essential. If incorrect sales are accidentally submitted they should be rectified within the published program period. This can also be done with the help of the MMAL State Office.
16. Cash rewards earned will be loaded to the cardholder's card in arrears by MMAL. It is the cardholder's obligation to log onto the card website to view his/her total credits. Cash rewards cannot be redeemed until they have been loaded to each cardholder's card account.
17. Accrued cash rewards on an individual's card become the property of that individual. The Card remains the property of the issuer and must be surrendered to the issuer if asks for it to be surrendered.
18. Once the cardholder leaves the employment of a Mitsubishi Dealership, he/she may continue to access or withdraw the funds on the card for up to 90 days or until the expiry date shown on the front of the card, whichever comes first.
19. It is the cardholder's responsibility to regularly check to ensure that loaded credits have been correctly credited or deducted from his/her account. This can be done by logging into the card website.
20. Any discrepancies regarding the loaded amount should firstly be followed up with the dealership administration or other relevant dealer staff, to verify the cardholder's details and sales records are correctly recorded in MMAL's SAP system. Should this not resolve the issue, escalation should be to the dealership's MMAL Area Sales Manager or MMAL Parts and Service Manager.
21. Any discrepancies regarding deductions from the account must be referred to *emERCHANTS* by contacting the number on the provided 'Product Disclosure Statement (PDS) for *emERCHANTS* Reloadable Visa Prepaid Card'.
22. Cash rewards assigned to each set criteria or program may change at the sole discretion of MMAL. This includes bonus cash rewards schemes.
23. Cash rewards will be allocated at the sole discretion of MMAL.
24. Where a card is loaded in error by MMAL with cash rewards that the cardholder is not entitled to, MMAL reserves the right to reclaim these funds without incurring liability to the cardholder.

#### **The Card and Spending of Cash Rewards**

25. The Card is a Reloadable Visa Prepaid Card and can only be used once it is active and loaded with cash rewards. The Card allows cash withdrawals at ATM's and purchases to be made wherever Visa Prepaid Cards are honoured for electronic transactions if a sufficient available balance exists for the amount of the transaction. The Card is not a credit card.

26. Each eligible member will only be issued with one card. Replacing a lost or damaged card will incur a fee. For details, refer to the 'Product Disclosure Statement (PDS) for *emERCHANTS* Reloadable Visa Prepaid Card'.
27. In signing or using The Card, the individual automatically agrees to the 'Mitsubishi Cash Rewards Program Terms and Conditions', and the 'Product Disclosure Statement (PDS) for *emERCHANTS* Reloadable Visa Prepaid Card'.
28. MMAL is not liable for goods and/or services purchased by the cardholder using The Card.
29. Delivery of The Card will be to the redeemer's Mitsubishi Dealership's street address and not to a post office box or personal address.
30. Cardholders may be asked to spend their cash rewards within a specified timeframe at MMAL's discretion.

#### **Transaction Fees**

31. Individuals are responsible for all Card Replacement Fees, Foreign Exchange Fees, ATM Owners Fees, Disputed Transaction Fees and Negative Card Balance Top Ups. These fees will be recovered directly from the Card. Where there are insufficient funds on the card, then MMAL will proceed to recover the charges directly from the individual. Until all charges are recovered and cleared, the Card will be blocked for further use, additional cash rewards will not be loaded onto the Card and the individual will be blocked from the Mitsubishi Cash Rewards Program and any other MMAL incentive or recognition program. For details, refer to the 'Product Disclosure Statement (PDS) for *emERCHANTS* Reloadable Visa Prepaid Card'.

#### **General**

32. MMAL shall not be responsible for any claim or action, death or injury from the item purchased using the Card OR the loss, theft or destruction of a card or item purchased and the individual indemnifies MMAL, The Mitsubishi Cash Rewards Program and each of their officers, associates and employees.
33. MMAL, its officers, associates and employees shall not be liable for any claims, actions, damages, demands, or liabilities whatsoever in relation to any action or inaction of the Mitsubishi Cash Rewards Program or card Supplier.
34. MMAL reserves the right to audit any participating member of the Mitsubishi Cash Rewards Program.
35. The allocation of cash rewards may be subject to taxes (including Fringe Benefits Tax (FBT)), duties, levies, charges or other liabilities. The individual accepts sole responsibility for informing him/herself of these, and for such taxes, duties, levies, charges and other liabilities. Dealers and individuals are advised to consult their own Taxation Advisors for tax impact of these rewards. Any liability for Commonwealth, State or other taxes imposed on any rewards resulting from the program will be the sole responsibility of the Dealers and staff and not that of MMAL. MMAL will provide an assessment of the taxable value for the purpose of FBT of individual rewards. MMAL will reimburse the value of the FBT liability where substantiated by an ATO notice of assessment by the dealership.
36. An electronic communication from MMAL will satisfy any requirement for a written communication from MMAL. Any electronic communication MMAL sends an individual will be taken to be sent when it first enters an information system outside MMAL's control. Where these terms allow the individual to send communications to MMAL by electronic means, an electronic communication to MMAL will be taken to be received by MMAL at the time it first comes to the attention of the MMAL addressee (or where no person is designated by MMAL as MMAL's addressee, when it first comes to the attention of a MMAL representative who is responsible for receiving such electronic communications).
37. The individual will act fairly and reasonably to MMAL in all matters connected with the individual's access to the Mitsubishi Cash Rewards Program. This obligation includes that the individual will:
  - a. Not give MMAL any incorrect or incomplete information, and any changes to provided information must be updated and notified to MMAL as soon as possible;
  - b. Not in any way sell, barter, attempt to transfer or otherwise deal with any benefits (including Sales and Credits) connected with the Mitsubishi Cash Rewards Program;
  - c. Not abuse or misuse any benefits accorded to the individual as a participating member of the Mitsubishi Cash Rewards Program;
  - d. Not engage in conduct which is unlawful or illegal, or which brings MMAL, the Mitsubishi brand, the Mitsubishi Cash Rewards Program or any associated supplier into disrepute, or engage in conduct which is in breach of the Mitsubishi Cash Rewards Program;
  - e. Take steps to satisfy him/herself that he/she has sufficient 'Available Balance' to make any intended purchase;
  - f. MMAL recommends members periodically check their account to confirm their cash rewards have been correctly allocated. In case of a discrepancy, the individual must initiate action as specified under section "Recording Sales Information, Accrual of Cash Rewards and Loading of Value" within the month of the transaction. MMAL reserves the right to decline amendments for discrepancies notified outside that period.

## Limitation of Liability

38. To the extent permitted by law, MMAL are not liable to the individual for any monetary loss or damage. Without limitation, MMAL are not liable to the individual for any direct or indirect loss, claim, action, damage or expense regardless of whether the same arose from negligence, breach of contract or otherwise, and regardless of whether MMAL have any control over circumstances giving rise to the claim or not. If MMAL are liable to the individual in any way, MMAL's liability will be limited to loading the individual's Mitsubishi Cash Rewards Program Card with earned cash rewards which MMAL consider is appropriate in connection with the relevant claims less any administrative costs.

## Termination

39. The individual may terminate his/her access to the Mitsubishi Cash Rewards Program at any time by providing written notification to [incentives@mmal.com.au](mailto:incentives@mmal.com.au).
40. MMAL may, acting reasonably, terminate or suspend the individual's eligibility at any time and for any reason without notice. To the extent permitted by law, the individual agrees that MMAL will not be liable for any claim, action, expense, loss or damage whatsoever which the individual or anyone else may suffer as a result of any termination or suspension of the individual's Membership.
41. In the event of an individual's death, the executors or administrators of the individual's estate must notify MMAL of the individual's wishes regarding cash rewards allocated to the individual. This must be done within 12 months after the individual's death.
42. If MMAL identifies either any involvement from where individuals are found to have transferred sales between any Individuals, or any other conduct contrary to either the spirit of these conditions or these conditions themselves MMAL may at its absolute discretion exclude participants from this program. MMAL reserves the right to exclude any Individual without reason.
43. MMAL does not guarantee that the Mitsubishi Cash Rewards Program will continue indefinitely. MMAL expressly reserves the right to terminate the Mitsubishi Cash Rewards Program generally, or in respect of some aspects of it. Mitsubishi Cash Rewards Program will give at least 30 days' notice of that termination (whether by email, post or otherwise) to the address (including email address) as notified by the individual from time to time. The individual will be entitled to spend any cash rewards that he/she has accrued as at the date of termination of the Mitsubishi Cash Rewards Program up until the expiry date printed on the card or as advised by MMAL. MMAL do not guarantee the type or identity of card supplier - they may change from time to time.

For enquiries regarding the 'Mitsubishi Cash Rewards Program Terms and Conditions', contact:

### **Mitsubishi Cash Rewards Program Manager**

Mitsubishi Motors Australia Limited

PO Box 8, Melrose Park SA 5039

Email: [incentives@mmal.com.au](mailto:incentives@mmal.com.au)