



NUTRIEN WATER LOYALTY CARD - TERMS AND CONDITIONS

1. These Terms and Conditions set out the operation and benefits of the Nutrien Water Loyalty Card Program offered by Total Eden. By completing the online registration form, the Participant will be deemed to have agreed to participate in the Program on, and bound by, these Terms and Conditions (as amended from time to time).
2. These Terms and Conditions replace all previous versions of the Program terms and conditions and apply to all Participants.
3. In these Terms and Conditions unless the context otherwise requires:

Eligible Products means all products available at Eligible Stores but excludes sale items, pumps, tanks and services in the Engineering, Maintenance or Construction divisions of Total Eden.

Eligible Stores means the Total Eden retail stores in Western Australia in Balcatta, Bibra Lake, Busselton, Bunbury, Byford, Canning Vale, Greenwood, Joondalup, Malaga, Mandurah, Midland, Myaree, Osborne Park and Rockingham.

Loyalty Card means the physical card with a personalised barcode number which will be sent by post to the Participant.

Participant means a Total Eden customer who has registered, and whose registration has been approved and not terminated, to join the Program.

Program means the "Nutrien Water Loyalty Card" program whereby the Participant will receive a discount of 5% off the Retail Price on all Eligible Products at Eligible Stores upon presenting the Loyalty Card as well as invitations to be involved in Promotions and Special Offers.

Promotions means promotions which may be offered by Total Eden.

Retail Price means the Total Eden shelf price of the goods and excludes prices for products ordered via special order.

Special Offers means further discounts and rewards that the Participant may be entitled to in conjunction with the use of the Loyalty Card.

Total Eden means Total Eden Pty Limited (ACN 010 118 895) and, where appropriate, includes its related bodies corporate

4. The Loyalty Card is issued to the person whose name appears on the online registration form for the Program and is not transferable.

5. Participation in the Program is free, but Total Eden reserves the right to charge for replacement or additional Loyalty Cards.
6. To participate in the benefits of the Program, the Participant must remain validly registered in the Program and must present the Loyalty Card at the time of commencement of each sale in respect of Eligible Products at an Eligible Store.
7. Participants may exit the Program at any time by notifying shop@totaleden.com.au.
8. The Participant's personal information will be collected, used and disclosed in accordance with our Privacy Policy available at: https://www.ruralco.com.au/wp-content/uploads/2018/09/Privacy_Policy.pdf.
- 8.1 The Participant authorises Total Eden (including its related bodies corporate) to collect, hold, use, transfer and disclose the Participant's personal information in connection with the following purposes:
 - a. administration of the Program;
 - b. promoting, advertising and marketing of Promotions to the Participant (including by means of email, SMS, post, telephone calls or in-person presentation);
 - c. improving customer service by means of research, marketing, service or product development or planning;
 - d. compliance by Total Eden with any law; and
 - e. compliance by Total Eden with any lawful request of a law enforcement agency or government authority, (together, the 'Permitted Purposes').
9. From time to time, the Participant may be invited to participate in Promotions. Any terms and conditions applicable to a Promotion will prevail over these Terms and Conditions to the extent of any inconsistency between them.
10. Total Eden reserves the right to, at any time, to make changes to the Program and the Terms and Conditions.
11. Total Eden may, at any time and in its absolute discretion, require a Participant to provide to Total Eden proof of identification (in a form requested by Total Eden) for Total Eden to verify the authenticity of a Participant and compliance with the Terms and Conditions.
12. Nothing in these Terms and Conditions is intended to contravene any applicable law. To the extent that any provisions in these Terms and Conditions is invalid or unenforceable, it is to be read down so as to be valid and enforceable, and otherwise must be severed to the extent of any invalidity or enforceability, without affecting the remaining provisions of these Terms and Conditions.