

CITIZEN®

Citizen Watches Retailers Rewards Program

Terms and Conditions

1. Introduction

- 1.1. Under the Citizen Watches Retailers Rewards Program, Citizen Watches Australia Pty Ltd (ABN 14 000 496 720) ("Citizen Watches") will reward Points to a qualifying Member in connection with the sale of Eligible Products during the Program Year.
- 1.2. Points will be allocated for the sale of Eligible Products in accordance with a Points Scale which is set out in Schedule 1 of these Terms and Conditions. The Points Scale will be determined by Citizen Watches and be issued at the commencement of each Program Year. Citizen Watches may vary the Points Scale at its own discretion from time to time during the Program Year.
- 1.3. Each qualifying Member will be issued with a Citizen Visa Debit Card issued by Westpac Banking Corporation ("Westpac") for the purposes of receiving rewards under the Program. Each Member acknowledges that the Citizen Visa Debit Card is issued for the purposes of participation in the Program only and that it cannot be linked to a Member's personal bank account.
- 1.4. A Member can only redeem Points for a cash equivalent in accordance with these Terms and Conditions. Any cash amount earned through the redemption of Points will be loaded onto a Citizen Visa Debit Card. The determination of any reward and any Point redemption to be loaded onto a Citizen Visa Debit Card is at the sole discretion of Citizen Watches.
- 1.5. Citizen Watches may issue, award or vary any Points reward at its own discretion during a Program Year.
- 1.6. Westpac will issue the Citizen Visa Debit Card under an agreement with Citizen Watches. Unless Citizen Watches notifies a Member otherwise, Westpac is authorised to service a Member's card on their behalf and a Member must follow any direction Westpac may give in relation to the use of the Citizen Visa Debit Card.
- 1.7. The Program is designed and administered by Citizen Watches.

2. These Terms and Conditions

- 2.1. These Terms and Conditions will govern the use and operation of the Program. A Member is bound by these Terms and Conditions which apply to all transactions involving the accumulation and redemption of Points under the Program. If a Member does not understand any clauses in this Terms and Conditions, please contact Citizen Watches Customer Service on (+612) 9452 7300.
- 2.2. By participating in the Program, a Member is deemed to accept these Terms and Conditions as amended from time to time.
- 2.3. Citizen Watches reserves the right to alter these Terms and Conditions from time to time without notice. Citizen Watches will endeavour to notify a Member of any changes that may adversely affect them. A copy of the current Terms and Conditions is available at: www.citizenwatches.com.au.
- 2.4. If any provision in these Terms and Conditions is inconsistent with any provisions in the Citizen Visa Debit Card Conditions of Use then these Terms and Conditions will prevail to the extent of the inconsistency.

3. Membership Eligibility and Approval

- 3.1. To be eligible to become a Member, an applicant must be a direct retail trade account customer of Citizen or an employee of a direct retail trade customer of Citizen Watches. Citizen Watches may require written approval from the relevant employer before approving a membership of an individual employee.
- 3.2. Each applicant for membership must apply for membership by completing a "Registration Form". A membership must be approved by Citizen Watches prior to a Member being eligible to participate in the Program and an applicant must provide Citizen Watches with the following information as set out in the Registration Form:
 - (a) if the applicant is an individual, their date of birth (required by Westpac for security purposes);
 - (b) full name;
 - (c) store address (if applicable); and
 - (d) any other information reasonably required by Citizen Watches.
- 3.3. Successful applicants for membership will be:
 - (a) issued with a Citizen Visa Debit Card which will be sent to the business or personal address as nominated by the Member at the time of joining the Program; and

- (b) issued with a Citizen Rewards Member Identity Number (Member ID) and a Card Personal Identity Number (Card PIN). It is the Member's responsibility to keep their Member ID and Card PIN secure and confidential. A Member must not disclose their Member ID and Card PIN to Citizen Watches or to anyone else.
- 3.4. Each Member must advise Citizen Watches in writing of any change of personal information as soon as practicable including any changes to mailing addresses. Citizen Watches is not responsible for any failure by a Member to notify Citizen Watches of any changes in accordance with this clause, or for any incorrect or inaccurate changes notified to Citizen Watches.

4. Earning Points

- 4.1. The number of Points a Member can earn or accumulate is based on the sale of Eligible Products during the Program Year in accordance with the Points Scale issued by Citizen Watches.
- 4.2. The Program Year will commence on 1 November each year and expire on 31 October of each year following unless a Member is otherwise advised of extensions before 31 July of each Program Year, but subject to any early termination by Citizen Watches in accordance with clause 8 below.
- 4.3. For the Program Year commencing 1 November 2011 and ending 31 October 2012, any Points accumulated in the period 1 September to 31 October 2011 can be earned and accumulated for the Program Year ending 31 October 2012.
- 4.4. To earn Points, a Member must provide Citizen Watches with a swing tag showing the Product Number and the unique 'product code' of each Citizen watch sold and being an Eligible Product. If requested by Citizen Watches, the Member must provide such other document/s to reasonably verify the sale of any Eligible Products.
- 4.5. All swing tags must be received by Citizen Watches on or before 5.00pm (AEST) on 30 November of the Program Year to be eligible for redemption.
- 4.6. Points earned can only be allocated to the name/s of the Member who enrolled in the Program for a cash equivalent loaded onto a qualifying Member's Citizen Visa Debit Card.
- 4.7. Points are non-transferable. Points cannot be redeemed for cash other than at the discretion of Citizen Watches in accordance with these Terms and Conditions and

has no monetary or surrender value. A Member will have no entitlements to any Points until redemption, which shall be at the discretion of Citizen Watches and a Member will accrue no rights in respect of any accumulated Points.

- 4.8. Points can be earned and accumulated up until 5.00pm (AEST) on 30 November of each relevant Program Year. Any Points earned from the sale of Eligible Products on or prior to 31 October of each relevant Program Year will be eligible for redemption at the discretion of Citizen Watches up to that date, notwithstanding the operation of clause 4.3.
- 4.9. Except otherwise provided in these Terms and Conditions, all applications to redeem Points and product swing tags must be received by Citizen Watches on or before 5.00pm (AEST) on 30 November of each relevant Program Year. Any Points earned or product swing tags collected cannot be redeemed or re-credited once they have expired. For details relating to the expiry of cash value loaded onto the Citizen Visa Debit Card, refer to the Citizen Visa Card Conditions of Use available on www.citizenwatches.com.au.

5. Redemption – General

- 5.1. A Member can apply to redeem their Points from commencement of membership for the relevant Program Year up to the end date referred to in clause 4.8 with the exception of the Program Year ending 31 October 2012, where Points accumulated in the period 1 September to 31 October 2011 are eligible for redemption at the discretion of Citizen Watches in the Program Year ending 31 October 2012.
- 5.2. Points earned by a Member will be converted to a dollar amount based on the Points Scale which will be uploaded at the direction of Citizen Watches onto each applicable Citizen Visa Debit Card on a monthly basis subject to any entitlements.
- 5.3. The maximum dollar value which can be loaded onto any one Citizen Visa Debit Card will not exceed \$999 at any one time. If the dollar value of Points rewarded exceeds this limit, then an additional Citizen Visa Debit Card will be issued to a Member. For more details relating to the operation of the Citizen Visa Debit Card, please refer to the Citizen Visa Debit Card Conditions of Use.
- 5.4. Points are only allocated to the name/s of the Member enrolled in the Program. A Member is responsible for all transactions relating to the use of the Citizen Visa Debit Card, including unauthorised transactions, except to the extent there has been fraudulent or negligent conduct by Citizen Watches or its employees, agents or service providers or any of Westpac's employees, agents or service providers.

- 5.5. Upon the redemption of Points by a Member, Citizen Watches will determine the dollar value of Points to be rewarded and loaded onto a Citizen Visa Debit Card issued to the Member. Citizen's determination will be final and a Member cannot change or cancel the allocation or redemption of Points nor can a Member exchange or return the Citizen Visa Debit Card(s) to obtain a credit of the relevant Points.
- 5.6. A Citizen Visa Debit Card is only available to a Member who is resident in Australia.

6. Balances

- 6.1. A Member can access information relating to the balance of Points earned or allocated at any time by calling Citizen Watches Customer Service on (+612) 9452-7300. Members may also request hard copies by contacting Citizen Watches Customer Service.
- 6.2. A Member can check the balance of the Citizen Visa Debit Card through Westpac's 'Check My Balance' webpage at www.checkmybalance.com.au (Note to access the webpage, the cardholder will be required to provide the 16-digit card number, cardholders date of birth and 3 digit security code provided on the back of the Debit Card. Refer to the Citizen Visa Debit Card Conditions of Use issued by Westpac for more details).

7. Termination

- 7.1. A Member must comply with the Citizen Visa Card Conditions of Use which will be provided to a Member at the time of the Citizen Visa Debit Card is issued to a Member.
- 7.2. Citizen Watches reserves the right to disqualify and/or terminate a Member's participation in the Program at its sole and absolute discretion, if a Member:
- (a) violates any of the Program rules or breaches any of these Terms and Conditions or the Citizen Visa Card Conditions of Use;
 - (b) engages in any unlawful or improper conduct calculated to jeopardise the fair and proper conduct of this Program;
 - (c) abuses or misuses the Program by engaging in illegal or fraudulent activities;

- (d) sells, assigns, transfers, acquires, or offers to sell, assigns, transfers or acquires any award, benefit or Points other than in accordance with these Terms and Conditions; or;
 - (e) ceases to be a direct retail trade account customer with Citizen Watches including its employees, agents and service providers.
- 7.3. Disqualification or termination of a Member's participation in the Program will result in the loss of all accumulated Points and the Citizen Visa Debit Card will expire on the expiry date noted on the Visa Citizen Debit Card.
- 7.4. Notwithstanding clause 7.2 above, Citizen Watches reserves the right to terminate the Program at any time by giving a Member two months written notice. Such notice will be sent to the business or personal address notified by the Member at the time of joining the Program, unless another preferred delivery address has been notified to Citizen Watches by a Member at or before the date of termination.
- 7.5. A Member may notify Citizen Watches that they no longer wish to be a Member by providing two months prior written notice.

8. Fees and Cost of Entry

- 8.1. There are no joining fees associated with becoming a Member of the Program.
- 8.2. For further details about transaction fees relating to the use of the Citizen Visa Debit Card, please refer to the Card Conditions of Use issued by Westpac. For example, fees will apply to foreign currency transactions and cash withdrawals from ATMs.

9. Warranties and Liability

- 9.1. To the extent permitted by law, Citizen Watches and any of their officers, employees or agents will not be liable for any loss, damage (including direct or consequential loss or economic loss) or injury (including personal injury) whatsoever suffered as a result of operating the Program including but not limited to accepting, allocating, accumulating and redeeming Points or issuing rewards and loading cash value onto a Citizen Visa Debit Card.
- 9.2. Except as provided in any law which cannot lawfully be excluded or modified by agreement, Citizen Watches make no express or implied warranty or representation in connection with the Citizen Visa Debit Card. Citizen Visa Debit Cards are issued by

Westpac and Citizen Watches expressly disclaim any responsibility and liability relating to the Citizen Visa Debit Card.

- 9.3. Citizen Watches does not give any warranty or make any representation in relation to the underlying value of any Points. Citizen Watches makes no representation as to the continuing availability of the Program.
- 9.4. Citizen Watches is not responsible or liable in any way if a Member cannot redeem Points for reasons beyond the control of Citizen Watches (including without limitation industrial disputes, technical or system failures, insolvency, flood, war or civil disturbance, acts of terrorism, transport unavailability or unavailability, or the failure of a service provider to honour its obligations under this Program for any reason).

10. Lost or stolen Citizen Visa Debit Cards

10.1. In the event a Citizen Visa Debit Card is lost or stolen, the Member must, at first instance, call the Westpac Card Call Centre number on 1800 181 456. The Member must also notify Citizen Watches no later than the next business day on (+612) 9452 7300. For further details on lost or stolen cards and how to protect a Member's Citizen Watches Debit card, please refer to the Card Conditions of Use issued by Westpac.

11. Contact

- 11.1. Any other questions regarding the operation of this Program, please contact Citizen Watches at:

Citizen Watches Customer Service

Address: Po Box 218, BROOKVALE, NSW 2100

Telephone: (+612) 9452 7300

Email: rewards@citizenwatches.com.au

Website: www.citizenwatches.com.au

12. Investigating and resolving problems

- 12.1. For disputes relating to amounts deducted from the value of the Citizen Visa Debit Card including in the case of error or unauthorised use, in the first instance, a Member must, as soon as practicable complete a 'Card Cardholder Dispute Form'

available from Citizen Watches' website on www.citizenwatches.com.au and submit the completed form to Citizen Watches Australia Pty Ltd, PO BOX 218, Brookvale NSW 2100. The completed form will then be submitted to Westpac.

- 12.2. Citizen Watches Customer Service will advise a Member in writing within 14 days from the date of receipt of dispute of:
 - (a) the results of its investigations; or
 - (b) advise a Member in writing that it requires further time (not exceeding a further 24 days) to complete its investigation.
- 12.3. Where an investigation continues beyond 45 days, Citizen Watches will provide a Member with a monthly update on the progress of the investigation and a date when a decision can be reasonably expected, except in cases where Citizen Watches is waiting for a response from the Member who has been advised that Citizen Watches requires such a response.
- 12.4. Citizen Watches has the ability to investigate any disputed transactions which may occur in relation to a Member's Citizen Visa Debit Card.
- 12.5. If an error is made or if the Member is not liable for the transaction in accordance with the terms set out in the Citizen Visa Debit Card Conditions of Use, then Citizen Watches will make appropriate adjustments to a Member's Citizen Visa Debit Card and will advise the Member in writing of the amount of the adjustment.
- 12.6. In the event of a dispute, the decision of Citizen Watches will be final and binding. No correspondence will be entered into.

13. Privacy

- 13.1. Each Member consents and authorises Citizen Watches to collect, use or disclose personal information of a Member in accordance with Citizen Watches' privacy policy (a copy of which is available at www.citizenwatches.com.au) to enable Citizen Watches to administer and promote this Program. All information may be entered into a database for future promotional or marketing purposes unless otherwise requested by the Member in writing to Citizen Watches Customer Service.
- 13.2. If a Member disputes a transaction relating to the accumulation, allocation or redemption of Points then Citizen Watches may collect personal information to resolve the dispute. Citizen Watches may disclose personal information to Westpac,

Visa or other persons necessary to resolve the dispute. If a Member disputes a transaction the Member agrees to such disclosure.

- 13.3. If a Member has any complaints about the Program or any transactions arising from the Program, the Member should raise it with Citizen Watches by calling the Citizen Watches Customer Service on (+612) 9452 7300 or emailing us at rewards@citizenwatches.com.au

14. General

- 14.1. The law in force in New South Wales, Australia governs these Terms and Conditions and the transactions contemplated under these Terms and Conditions. Consequently each Member irrevocably and unconditionally submits to the nonexclusive jurisdiction of the courts having jurisdiction in New South Wales, Australia.
- 14.2. Citizen Watches makes no representations as to the tax consequences of a Member's participation or receipt of rewards under the Program and any tax implications associated with this Program is entirely the responsibility of the Member.

15. Defined Terms

- (a) Citizen Visa Debit Card means the co-branded Citizen Westpac Citizen Visa Debit Card issued by Westpac Banking Corporation to a Member.
- (b) Eligible Product means specified Citizen branded watch supplied by Citizen Watches Australia Pty Ltd which has been nominated by Citizen Watches for a relevant Program Year.
- (c) Member means a direct retail trade account customer of Citizen Watches who is accepted by Citizen Watches as a Member to be eligible to participate in the Program including its employee, any sales staff and other selected staff employed by the retail trade customer.
- (d) Points means reward points a Member can earn and accumulate for the sale of Eligible Products during the Program Year and which will be calculated in accordance with the Points Scale.
- (e) Points Scale means the Points Scale set out in Schedule 1 as varied from time to time or displayed on Citizen's website for the relevant Program Year.

- (f) Program means the Citizen Watches Retailers Rewards Program offered by Citizen Watches to promote the sales of Eligible Products nominated by Citizen Watches from time to time at its discretion.

- (g) Program Year means 12 months from the commencement date of the Program being 1 November of each year and ending on 31 October of the following year subject to the exception in clause 5.1.

Schedule 1

Citizen Watches Points Scale for Program Year Commencing 1 November 2011

1. Points are based on the Recommended Retail Price (RRP) and not the retail or sale price of the Eligible Product being Citizen branded watches supplied by Citizen Watches.
2. Points which a Member can earn and accumulate will be calculated using the Points Scale below for each nominated Citizen watch sold.
3. Points will be allocated for each nominated Citizen watch sold subject by a Member subject to the Member providing Citizen Watches with the proof of purchase information referred to in clause 4 below.
4. A Member must provide Citizen Watches with the following proof of sale information in order to qualify for a Points allocation and redemption for each Eligible Product sold:
 - (a) the swing tag showing the Product Number of the Eligible Product; and
 - (b) such other document or information requested by Citizen Watches to verify the sale of any Eligible Products.
5. For the avoidance of doubt, Points can only be earned once for the sale of an Eligible Product and may only be redeemed once in respect of the allocation of those Points.

Points Scale

6. Points are calculated as follows but may be varied by Citizen Watches for a relevant Program Year:
 - (a) Eco-Drive: 2 Points for every dollar sold at RRP value. For example, if a Member sells an Eco-Drive watch and its RRP value is \$699, the Member will earn 1,398 Points for the sale when they submit the watch tag for redemption.
 - (b) Non Eco-Drive: 1 Point for every dollar sold at RRP value. For example, if a Member sells a non Eco-Drive watch and its RRP value is \$199, the Member will earn 199 Points for the sale when they submit the watch tag for redemption.

7. The conversion of Points to dollars paid to respective debit cards are as follows:

For every 145 Points earned equates to dollar sum of A\$1.00 which will be loaded onto a Member's respective Citizen Visa Debit Card at the discretion of Citizen Watches.