

rebel Community Givebacks Program Terms & Conditions (“Terms”)

What is the rebel Community Givebacks Program and who can participate?

1. The purpose of the rebel Community Givebacks Program (the “**CG**”), is to create and promote a relationship between rebel, Sports Clubs, Schools and the community.
2. A rebel Active Member participating in the CG (“**Supporter**”) can attribute their expenditure at rebel stores or online on the Website (“**Supporter Expenditure**”) to a CG participating Sports Club or School (“**Participating Sports Club or School**”). To become a rebel Active Member, please complete the form available here www.rebelsport.com.au/account/register or sign up in any rebel store.
3. The Supporter must nominate a Participating Sports Club or School (“**Nominated Sports Club or School**”) so that the Nominated Sports Club or School may receive credits, redeemable at their local rebel store (subject to these Terms).
4. A Participating Sports Club or School must nominate two representatives over the age of 18 years to act and communicate with rebel in respect of the CG (“**Representative**”).
5. The following organisations are precluded from participation in the CG:
 - (a) Gyms;
 - (b) Not-for-Profit Organisations that do not operate as a Sports Club (e.g. Charity); and
 - (c) Returned and Services League Clubs (RSL Club).
6. rebel reserves the right to refuse, reject and withdraw participation in the CG of any Sports Club, School, organisation or rebel Active Member at any time and without notice.
7. To apply to participate in the CG, a Sports Club or School needs to complete ALL sections of the CG application form available on the Website (“**CG Application Form**”). The ATO Statement by a Supplier Form (“**ATO Form**”) forms part of the CG Application Form. The completed CG Application Form may be submitted via email to rebelcg@rebelsport.com.au or by post to PO Box 7534, Silverwater NSW 2128.

How are Credits earned in the rebel Community Givebacks Program?

8. Credits are attributed to a Nominated Participating Sports Club or School, depending on the amount of Supporter Expenditure attributed to that Nominated Participating Club or School (exclusive of GST).
9. A Supporter must provide their rebel Active Member details when they transact at a rebel store or log into their rebel Active Member account when shopping online at www.rebelsport.com.au to attribute the Supporter Expenditure to their Nominated Participating Sports Club or School.
10. Only Expenditure of a Supporter, after the point in time at which that Supporter elects a Nominated Participating Sports Club or School, is included as Supporter Expenditure for the Nominated Participating Club or School.
11. A Supporter may change its Nominated Participating Sports Club or School at any time for any reason by contacting their local rebel store or the rebel Customer Care Centre.

12. A Supporter may elect only one (1) Nominated Participating Sports Club or School at any given time.
13. Aggregate Supporter Expenditure attributed to a Participating Sports Club or School ("**Attributed Aggregate Supporter Expenditure**") must be at least \$2,000 (excluding GST) ("**Minimum Sales Threshold**") within any 12 month period in order for that Participating Sports Club or School to receive a Credit for that 12 month period. A Participating Sports Club or School with Attributed Aggregate Supporter Expenditure under the Minimum Sales Threshold in any 12 month period will not be eligible for any Credits in respect of that 12 month period.
14. Once Attributed Aggregate Supporter Expenditure for a Participating Sports Club or School reaches or exceeds the Minimum Sales Threshold in any 12 month period, that Participating Sports Club or School will receive a Credit in respect of that 12 month period. The Credit is equivalent to 5% of Attributed Aggregate Supporter Expenditure (excluding GST) in that 12 month period. Where a Participating Sports Club or School has advised in writing that they are registered for GST, GST will be added to the value of the Credit. Therefore the minimum Credit a Participating Sports Club or School could receive, if the Attributed Aggregate Supporter Expenditure for that Participating Club or School reaches or exceeds the Minimum Sales Threshold, is \$100, i.e. 5% of \$2,000 (excluding GST). There is no maximum Credit amount.

When are Credits attributed to the Participating Sports Club or School?

15. Credits attributed to a Participating Sports Club or School are awarded at the end of each calendar quarter. A calendar quarters means:
 - (a) 1 January to and including 31 March;
 - (b) 1 April to and including 30 June;
 - (c) 1 July to and including 30 September; and
 - (d) 1 October to and including 31 December,in any year. The Credit will be allocated to the CG account of a Participating Sports Club or School.
16. Representatives of the Participating Sports Club or School are the only people who may redeem Credits on behalf of the Participating Sports Club or School.
17. Supporter Expenditure is eligible for inclusion in determining whether a Credit will be allocated to a Participating Sports Club or School for up to 12 months from the date of that Supporter Expenditure.
18. Any Supporter Expenditure included in the allocating of a Credit to a Participating Club or School in any quarter, cannot be used in determining whether Aggregate Supporter Expenditure has reached the Minimum Sales Threshold for a Participating Sports Club or School in a subsequent period.
19. A Credit allocated to a Participating Sports Club and School will expire if not redeemed by that Participating Sports Club or School within 12 months from the date on which that Credit is allocated to that Participating Club or School.

How to redeem Credits

20. Credits may be redeemed at any rebel store in Australia, which is to be used for the sole benefit of the Participating Sports Club or School. Credits may not be redeemed for gift cards or for the benefit of an individual unless authorised by a rebel Regional Manager.
21. Any Supporter Expenditure gained by means that are not within the “Spirit of Participation” (e.g. transactions made through illegal means or deceit, or as otherwise determined by rebel in its sole and absolute discretion) will be excluded from the CG and not included in determining Credit allocations.
22. Credits are not transferable.

General Information about the rebel Community Givebacks Program

23. rebel reserves the right to change, suspend or terminate these Terms, the CG, any benefits and discounts available under the CG or any membership at any time in its absolute discretion. rebel will make all reasonable efforts to communicate advance written notice of such changes using methods including, but not limited to notification on the Website and email to each Supporter.
24. By participating in the CG, you acknowledge and understand that rebel will use or disclose your personal and the Sports Club or School information for direct marketing purposes and in accordance with the rebel Privacy Policy (<https://www.rebelsport.com.au/customer-service/privacy-policy.html>). rebel may contact you and the Participating Sports Club and School by mail, telephone, email, SMS, social media platforms or other appropriate means with information about the rebel products and services.
25. rebel is not responsible for any government tax, duty or other charged imposed by law in any country in respect of the CG, or any individual participating in the CG (including a Participating Sports Club or School). Any liability arising out of or in connection with such participation is the responsibility of the individual or the Participating Sports Club or School.
26. Any failure or delay by rebel in exerting its rights under these Terms does not constitute a waiver of those rights. Any waiver by rebel must be in writing and signed by one of our authorised officers.
27. Except as provided in any law which cannot lawfully be excluded or modified by agreement, rebel does not accept any liability whatsoever including for negligent acts or omissions with respect to the CG or any goods or services supplied under the CG. Any liability of rebel under statute in respect of such goods and/or services which cannot be excluded is limited, where permitted, to supplying, or paying the cost of supplying the goods and/or services again or repairing, or paying the cost of repairing, the goods, at rebel’s sole discretion.
28. The laws of Queensland and the Commonwealth of Australia govern these Terms.

Definitions

29. In these Terms, the following words shall have the following meanings:

- (a) "CG" means the rebel Community Givebacks programs, the loyalty program managed by rebel under which a Sports Club or School receives credits earned by rebel Active Members on transactions that qualifies for Credits under these Terms.
- (b) "Credits" means the credits earned by you or other rebel Active Members on behalf of a Sports Club or School in accordance with these Terms.
- (c) "rebel" means Rebel Sport Limited ACN 003 283 823 and includes any of our Related Bodies Corporate.
- (a) "School" means Australian educational institutions such as Primary and Secondary schools, Universities, TAFE, childcare centres and pre-schools.
- (b) "Sports Club" means Australian sporting clubs organised for the purposes of playing sports (either individually or as teams) with a registered Australian Business Number.
- (c) "Terms" means this document, and any other documents referred to in it.
- (d) "rebel Active Member" means a participant in the rebel Active customer loyalty program as described by the terms and conditions available on www.rebelsport.com.au/rebel-active/rebel-active-terms.html.
- (e) "Website" means www.rebelsport.com.au or any other site operated on behalf of us, as notified by us from time to time.