

The following information will help you with any questions you may have regarding the AHG Loyalty Card.

## **Common Questions & Answers**

#### What does the AHG Loyalty Card give me?

You can receive a 4 cpl discount for the first 150 litres of your fuel transaction at participating Shell Coles Express sites. If the transaction is more than 150 litres per day, the discount only applies to the first 150 litres.

### Does the card have an expiry date?

The Loyalty Card is valid from the issue month until the expiry date. The expiry date can be found on the back of the Loyalty Card. Your Card has been activated.

## When is the Loyalty Card invalid?

This Loyalty Card is invalid, and won't be able to be used if: the expiry date has passed, the expiry date is illegible or has been tampered with, the card has been tampered with in any way, the barcode has been tampered with (it is not readable).

### How do I get a new Card when the one I have expires?

You will be reminded to Service your vehicle at the AHG dealership [where you purchased your vehicle from] approximately one month before the Card expires. Once you service your vehicle at that dealership you will receive a new Card from the dealership.

# Where is the Loyalty Card accepted?

This Loyalty Card is available to be used at participating Shell Coles Express sites in WA. If this card is presented to sites outside this list, the card will not be accepted.

## Can this Loyalty Card be used with other cards?

This Loyalty Card cannot be used in conjunction with any other fuel promotion or fuel discount and is only available for cash or credit/debit card transactions. It cannot be used with other fuel card transactions.

## Participating AHG dealerships

Lynford

AHG Service Centre Newman	Melville Mitsubishi	Mitsubishi and Volkswagen
Allpike Citroen	North City Holden	Subaru Wangara
Allpike Peugeot	Northside Nissan	<u>Titan Ford</u>
Big Rock Toyota	<u>Nuford</u>	<u>Total Nissan</u>
<u>Challenger Ford</u>	Osborne Park Chrysler Jeep	Wangara Kia
Clarkson Nissan	<u>Dodge</u>	Wangara Suzuki
<u>City Motors</u>	Osborne Park Mazda	Wangara Volkswagen
easyauto123	<u>Rockingham</u>	Wild West Hyundai
Giant Nissan	<u>Hyundai</u> and <u>Suzuki</u>	WA Cars Cannington
Giant Hyundai	Rockingham Mitsubishi and Kia	WA Cars Melville
Grand Toyota	Seaview Ford	

Southside

## Participating Shell Coles Express sites

Coles Express Mount Lawley	Coles Express Karratha	Coles Express Dianella
Coles Express Cloverdale	Coles Express Fremantle	Coles Express Canning Vale
Coles Express Mount Pleasant	Coles Express Brookdale	Coles Express West Perth
Coles Express Ocean Reef	Coles Express Claremont	Coles Express South Perth
Coles Express South Hedland Roadhouse	Coles Express Edgewater	Coles Express Tom Price
Coles Express Forrestfield	Coles Express Halls Creek	Coles Express Girrawheen
Coles Express Karawara	Coles Express Middle Swan	Coles Express Myaree
Coles Express Leeming	Coles Express Duncraig	Coles Express Broome
Coles Express Maddington	Coles Express Wembley	Coles Express Kewdale
Coles Express Willetton	Coles Express Upper Swan Roadhouse	Coles Express Meekatharra Roadhouse
Coles Express Malaga	Coles Express Golden Bay	Coles Express Albany
Coles Express Singleton	Coles Express Langford	Coles Express Waikki
Coles Express Wanneroo Pearsalls	Coles Express Mosman Park	Coles Express Bicton
Coles ExpressSouthern River	Coles Express Palmyra	Coles Express Wanneroo
Coles Express Karinya	Coles Express Perth - William St	Coles Express Kununurra Roadhouse
Coles Express Port Hedland	Coles Express Fitzroy Crossing Roadhouse	Coles Express Westfield
Coles Express Dampier	Coles Express Brentwood	Coles Express Warwick
Coles Express Leonora	Coles Express Clarkson - Ocean Keys	Coles Express Bentley
Coles Express Victoria Park	Coles Express Casuarina	Coles Express Bullscreek
Coles Express Kingsley	Coles Express Banksia Grove	Coles Express Beeliar
Coles Express Esperance	Coles Express Kalamunda	Coles Express Paraburdoo
Coles Express Karratha Travel & Truck	Coles Express Scarborough	Coles Express Jolimont
Coles Express Highgate	Coles Express Bunbury	Coles Express Boulder

## AHG Loyalty Card - Terms & Conditions

This AHG loyalty card ("Loyalty Card)" is issued by Automotive Holdings Group Limited ABN 35 111 470 038 ("AHG"). By accepting this card, you agree to these terms and conditions. The Loyalty Card is facilitated through Viva Energy Australia Pty Ltd ABN 004 610 459 ("Viva Energy").

- 1. The Loyalty Card is only available to AHG customers who purchase and pay for:
- a) a new or used vehicle from a participating AHG car dealership between 1 April 2016 and 31 March 2019; or
- b) the service of a vehicle at a participating AHG car dealership between 1 April 2016 and 31 March 2019.

Participating AHG car dealerships are listed on AHG's website at www.ahg.com.au/shell-coles-express . AHG reserves the right to change the list of participating dealerships at any time without prior notice.

- 2. Any failure to adhere to these terms and conditions may result in cancellation and/or confiscation of the Loyalty Card by [AHG].
- 3. The Loyalty Card is accepted at participating Shell Coles Express sites listed on AHG's website at www.ahg.com.au/shell-coles-express ("Participating Sites"). The list of Participating Sites is subject to change at any time without prior notice. Please check this list prior to and when planning your use of the Loyalty Card.

### **Discount entitlement**

- 4. The Loyalty Card entitles you as the holder of the card to 4 cents per litre ("CPL") discount on the pump price of up to an aggregate of 150 litres per day of ULP, PULP, V-Power, E10 and/or Diesel at Participating Sites ("Discount"). This Discount is not available for LPG, AdBlue, shop items or lubricants.
- 5. Any unused entitlement cannot be accrued for future use.
- 6. A single transaction which exceeds 150 litres will be eligible for the Discount for the first 150 litres only.
- 7. The amount of the discount may be changed at any time without prior notice. Any change to the amount of the discount will be posted on AHG's website at www.ahg.com.au/shell-coles-express. Please check this prior to and when planning your use of the Loyalty Card.
- 8. To receive the Discount you must present your Loyalty Card at the time of purchase and prior to making payment.
- 9. The Discount will automatically be applied to your purchase and cannot be redeemed for cash.
- 10. The Discount cannot be transferred between Loyalty Cards or from previously held Loyalty Cards.
- 11. Payment of your discounted purchases must be made at the time of purchase.
- 12. The Loyalty Card is valid from when you receive the card until the expiry date, unless terminated earlier by Viva Energy or AHG in accordance with these terms and conditions. The expiry date can be found on the back of the Loyalty Card.
- 13. The Loyalty Card cannot be used in conjunction with any other promotion or discount (including Shell Card purchases) and is only available for cash, debit or credit card transactions.
- 14. You are obliged to pay the price advised by the participating site console operator.

## **Loyalty Card Use**

- 15. Your Loyalty Card remains the property of Viva Energy at all times. You must not copy or reproduce your Loyalty Card. You must return your Loyalty Card if you are asked to do so.
- 16. Your Loyalty Card is for your personal use only and is not to be provided to others for their usage or used for purchases made by others. You may be required to present identification at the point of sale when using your Loyalty Card.
- 17. Viva Energy and AHG reserve the right to withdraw the Loyalty Card or this Discount programme at any time without notice.
- 18. Use of your Loyalty Card may be monitored. If Viva Energy reasonably considers (in its sole discretion) there to be unusual patterns of use, use inconsistent with personal use, and/or increased frequency and/or volume, your Loyalty Card may be cancelled.
- 19. The holder of the Loyalty Card is the only authorised user to use and obtain the Discount.
- 20. The Loyalty Card is not a credit card or charge card.
- 21. The Loyalty Card is invalid and cannot be used if:
- a) the expiry date has passed;
- b) the expiry date is illegible;
- c) the Loyalty Card has been tampered with in any way;
- d) the Loyalty Card has been withdrawn or this Discount programme has been withdrawn by AHG or Viva Energy; and/or
- e) the Loyalty Card has been reported stolen or lost to AHG or Viva Energy.
- 22. Viva Energy reserves the right in its sole discretion (through the site console operator) to refuse a Loyalty Card that Viva Energy deems to be invalid.
- 23. If the Loyalty Card is lost or stolen Viva Energy and/or AHG are not obliged to replace it.
- 24. If the Loyalty Card is not accepted or honoured due to it being presented at a non-participating site, neither Viva Energy nor AHG will be liable for any loss or damage you incur as a result.
- 25. Neither Viva Energy nor AHG are liable if the Loyalty Card is confiscated or rejected for any reason.

26. Any enquiries or disputes in relation to the Loyalty Card are to be directed to marketing@ahg.com.au.

#### Miscellaneous

- 27. You agree to use your best endeavours to minimise all health, safety and environmental risks whilst visiting a Participating Site.
- 28. Viva Energy and AHG reserve the right to vary, suspend, modify or terminate these terms and conditions at any time without prior notice. Updated terms and conditions will be made available on the AHG website.

### **Privacy Notice**

- 29. AHG collects your personal information (such as your name and contact details) from the participating AHG dealership when you request a Loyalty Card and, in some circumstances, directly from you. AHG will use and disclose your personal information to the extent necessary to facilitate the: (i) issue and distribution of the Loyalty Card; (ii) the offer of the Discount; and (iii) the administration and monitoring the Loyalty Card and the discount programme. In particular your personal information may be disclosed to Viva Energy to the extent necessary to carry out the activities outlined above. If you do not provide this information we would not be able to provide you with a Loyalty Card and process and supply you with the Discount.
- 30. Viva Energy and AHG may share your personal information with companies related to them, Participating Sites and with third party service providers (who may be overseas) for the purposes described at paragraph [29] above.
- 31. AHG's Privacy Policy is available at www.ahg.com.au and Viva Energy's Privacy Policy is available at www.vivaenergy.com.au. Those Privacy Policies contain information about how AHG and/or Viva Energy handle your personal information, how you can access and correct it, how to make a complaint if you feel AHG and/or Viva Energy have not handled your personal information correctly and how AHG and/or Viva Energy deal with complaints.

### **Limitation of Liability**

- 32. To the extent permitted by law, neither Viva Energy nor AHG will be liable for any loss or damage you suffer or incur as a result of, and will not provide any refund, compensation or other payment for:
- (a) Any delay in issuing or activating your Loyalty Card;
- (b) Any unauthorised use of your Loyalty Card;
- (c) Any lost or theft of your Loyalty Card;
- (d) Any invalid Loyalty Card;
- (e) Any termination or cancellation of your Loyalty Card;
- (f) Any early termination of the discount programme;
- (g) Any failure to notify you of any changes to these Terms and Conditions; or
- (h) Any losses or damages howsoever caused as a result of your use of this Loyalty Card or this Discount programme.
- 33. AHG will not be liable and takes no responsibility for any fuel or other products supplied by Viva Energy or Participating Sites.
- 34. Neither AHG nor Viva Energy make any representations, guarantees or warranties with respect to this Loyalty Card and this Discount programme. Warranties and guarantees which apply to the Loyalty Card and the Discount programme are limited to those that are non-excludable at law. Where any law provides a warranty or guarantee which may not be excluded our liability will be limited to the maximum extent permitted by that law.
- 35. This Loyalty Card is offered as a gift to AHG's customers who match the relevant criteria under these Terms and Conditions and as such no consideration is paid or payable for the Discount offered under these Terms and Conditions.