



BuzzSaw Buddies Rewards Program – Terms & Conditions

as at 15th April 2025

BuzzSaw Buddies (Program) is a rewards program that drives commerce between merchants and Program members.

Rewards as cashback are only available when made using a registered Visa, eftpos or Mastercard at participating merchants. Please visit the Program for the current list of participating merchants.

Rewards as cashback payments are made weekly.

These Terms govern the **BuzzSaw Buddies program** and contain important information, including disclaimers and limitations of liability.

Application of these Terms

1. You agree to be bound by these Terms by checking the "I have read and understood the terms and conditions" box when registering for participation in the Program on the **BuzzSaw Buddies** website. If you do not accept these Terms, you will not be entitled to use the Program.
2. You agree that you have the necessary capacity to enter into a binding legal contract.
3. **BuzzSaw Buddies** may from time-to-time review and update these Terms. Your use of the Program will be governed by the most recent Terms posted at the **BuzzSaw Buddies** website. By continuing to use the Program, you agree to be bound by the most recent Terms. It is your responsibility to check the **BuzzSaw Buddies** website regularly for updated versions of the Terms. The **BuzzSaw Buddies** program will provide you with at least 14 days' prior notice of any material changes to the Terms. Notice of any material change to the Terms will be decided by the **BuzzSaw Buddies** program to either be published on the website or sent to the email address registered with the Program.
4. The use and operation of your Visa, eftpos or Mastercard will also be subject to separate terms and conditions provided to you by your Card Issuer.
5. You agree that you have not relied on any matter that is not expressly stated in these Terms.

The Program

The Program allows you to earn a Discount / Reward / Delayed Benefit when using your Visa, eftpos or Mastercard with participating Merchants.



Registering for the Program

1. In order to register for the Program and remain registered for the Program, you must:
 - a. be an approved member of a **BuzzSaw Buddies** program;
 - b. provide the mandatory User Information required by **BuzzSaw Buddies** program;
 - c. register a valid Visa, eftpos or Mastercard to your **BuzzSaw Buddies** Account;
 - d. be an authorised holder and user of the Visa, eftpos or Mastercard; and
 - e. fully and validly complete the registration process.
2. You can register up to four Visa, eftpos and Mastercard cards in the Program providing they are all in your name and issued by an Australian financial institution.
3. You must maintain and promptly update the User Information to keep it true, accurate, current and complete. It must include a current email address.
4. Your **BuzzSaw Buddies** Account will be active upon registration and verification in accordance with these terms.
5. You represent and warrant that:
 - a. you are the individual identified in the registration and verification process;
 - b. you are an authorised user of the Visa, eftpos or Mastercard; and
 - c. the User Information that you have provided to the **BuzzSaw Buddies** program is true and correct.
6. If you provide any User Information that the **BuzzSaw Buddies** program believes to be untrue, inaccurate, not current or incomplete, **BuzzSaw Buddies** may suspend or terminate your Account and remove your access to the Program.
7. If you provide any incorrect information or details (whether fraudulently or by mistake), you may not be entitled to earn Rewards.
8. When using the Program, you are responsible for maintaining the confidentiality of your User Information, and for restricting access by third parties to your **BuzzSaw Buddies** program Account. You are liable if your User Information is used by an unauthorised person or for an unauthorised purpose. You are fully responsible for all activities that are conducted under your Account.
9. If you believe that any of your User Information has been compromised, lost or misplaced, you must contact **BuzzSaw Buddies** immediately.
10. BuzzSaw Buddies reserves the right to refuse membership at its absolute discretion.

Special conditions of use

1. In order to be eligible for a Cashback Reward, you must:
 - a. make a purchase with a Participating Merchant;



- b. use a Visa, eftpos or Mastercard that is registered to a **BuzzSaw Buddies** program Account; and
 - c. if you make a purchase using electronic funds transfer at a physical terminal over the counter point of sale, ensure that your purchase is made using the "credit" function ("CR") for payment at the time of purchase whether or not your Visa, eftpos or Mastercard is a credit card, debit card, or prepaid- reloadable card.
2. You agree that the Cashback Reward can only be applied to your **BuzzSaw Buddies** program Account registered to your Visa, eftpos or Mastercard. If a different credit, debit or prepaid- reloadable card is used which is not registered to the **BuzzSaw Buddies** program Account, no Cashback will be earned.
3. You must retain a copy of both the tax receipt and point-of-sale credit card receipt for each eligible transaction to which these Terms apply, as these receipts may be needed as evidence in the event of a dispute or to verify qualifying purchases.
4. By registering a payment card in connection with transaction monitoring, you authorise the **BuzzSaw Buddies** program or its agents to share your payment card information with either Visa, eftpos or Mastercard (depending upon the registered card). You authorise Visa, eftpos or Mastercard (depending upon the registered card) to monitor transactions on your registered card(s) to identify qualifying purchases in order to determine whether you have qualified for or earned an offer linked to your payment card, and for Visa, eftpos or Mastercard to share such transaction details with **BuzzSaw Buddies** to enable your card-linked offer(s) and target offers that may be of interest to you. You may opt-out of transaction monitoring on the payment card(s) you have registered by selecting the "opt out" link in "My details" within your Rewards Account or by contacting **BuzzSaw Buddies**.
5. You agree your membership is not transferable and remains the property of the **BuzzSaw Buddies** program.

Participating Merchants

1. You may only receive a Cashback Reward when using the Program with Participating Merchants.
2. Participating Merchants are subject to change. A full list of the current Participating Merchants can be found at the BuzzSaw Buddies website. It is your responsibility to check the BuzzSaw Buddies website regularly to ensure that you are aware of the latest Participating Merchants and Cashback Reward offerings.
3. All transactions using your Visa, eftpos or Mastercard are with the Participating Merchant and not with BuzzSaw Buddies. BuzzSaw Buddies does not have any responsibility or obligation for the transaction with the Participating Merchant. BuzzSaw Buddies does not endorse or warrant any goods or services of Participating Merchants.



Fees and charges

1. There may be merchant fees and/or delivery fees for some goods/services which will be clearly displayed for the member to agree before the completion of that purchase. These fees if applicable vary depending on the particular merchant, good/service and payment method chosen.
2. Fees and charges are subject to change without notice, however will always be clearly displayed for the member to agree before the completion of that purchase.

Cashback Reward

1. What is a Cashback Reward?
 - a. The Cashback Reward is not property and may not be transferred, sold, held on trust, bequeathed or inherited.
2. Receiving a Cashback Reward
 - a. The Cashback Reward is calculated on the amount of Australian dollars charged to your Visa, eftpos or Mastercard, less any amounts referred to in clause 6b. The Cashback Reward is only calculated based on the any limitations as promoted in each offer.
 - b. You acknowledge that the Cashback Reward to which you are entitled may vary where you have entered into an agreement with third parties in relation to the Program.
 - c. The Cashback to which you are entitled in any given transaction may depend on factors such as:
 - i. minimum spend;
 - ii. maximum spend;
 - iii. time of purchase;
 - iv. number of purchases; and/or
 - v. a number of other targeted selection criteria.
 - d. The Cashback Reward will not be earned in respect of the following amounts that may be charged to your Visa, eftpos or Mastercard:
 - i. interest and other bank fees and charges including without limitation foreign exchange conversion fees and reversals (and any GST payable on any of these);
 - ii. excluded transactions;
 - iii. balance transfers; and



- iv. payments in which you do not use the "credit" (CR) facility, including payments made through the Bpay® Electronic Payments Scheme.
- e. Subject to clauses 1. and 2., you will receive the Cashback Reward to which you are entitled within 7-30 working days of the date on which the relevant transaction is settled by your Card Issuer and the Participating Merchant.
- f. You acknowledge that it is the responsibility of your Card Issuer and the Participating Merchant to settle transactions.
- g. You may not receive a Cashback Reward if:
 - i. your Visa, eftpos or Mastercard is cancelled for any reason;
 - ii. your Visa, eftpos or Mastercard has been lost or stolen (until the registered lost or stolen card has been removed from your **BuzzSaw Buddies** program Account and has been replaced and you update your **BuzzSaw Buddies** program Account details in accordance with clause 2.;
 - iii. your Visa, eftpos or Mastercard has an expiry notification and you have not renewed your Visa, eftpos or Mastercard (until you renew your Visa, eftpos or Mastercard and update your **BuzzSaw Buddies** Account details; or
 - iv. **BuzzSaw Buddies** reasonably suspects that you have breached these Terms or the terms and conditions associated with your Visa, eftpos or Mastercard in any way.
 - v. In order to continue using the Program, you must ensure that your **BuzzSaw Buddies** Program Account details reflect your current card number. Replacement cards must be re-registered to your existing **BuzzSaw Buddies** Program Account. In the event that the circumstances referred to clauses 2. occur and you obtain a new card, you must update your card number in your **BuzzSaw Buddies** Account (on the 'Manage Cards' page on the BuzzSaw Buddies website).
- h. Any changes to your **BuzzSaw Buddies** Program Account (including to your User Information and card number) will be updated by **BuzzSaw Buddies** within 5 days.
- 3. Monitoring your **BuzzSaw Buddies** Program Account and using Cashback Rewards
 - a. Your Cashback Reward balance will be visible when you have logged into your **BuzzSaw Buddies** Program Account through the Rewards website or any desktop or mobile application made available by **BuzzSaw Buddies** or authorised third parties.
- 4. Refunds or returns and disputed transactions
 - a. Refunds or returns of goods or services purchased by you will trigger a reversal of the relevant Cashback Reward associated with that transaction.
 - b. Where a refund or return of goods or services occurs after a Cashback Reward has been claimed as a Cash Settlement, the Cash Settlement amount will become a debt due and payable from you to **BuzzSaw Buddies** Program immediately (Debt). A



reversal of the relevant Cashback Reward associated with that transaction will occur, your Rewards Account will be debited by the relevant reversed Cashback Reward, and the debit will be offset against other Cashback Rewards in your Rewards Account including Cashback Rewards you may earn in the future. Rewards may also recover the balance of the Debt from you directly and immediately upon request.

- c. If your Visa, eftpos or Mastercard is credited in connection with a disputed transaction, the **BuzzSaw Buddies** Program will adjust your Cashback Reward total by deducting any Cashback Reward that was earned in connection with the disputed (or subsequently reversed) transaction within 60 days (or longer depending on the terms of any agreement between you and third parties in relation to your Visa Card or Mastercard).
 - d. If you fail to comply with clause regarding Fees & Charges:
 - i. **BuzzSaw Buddies** Program may suspend your account immediately;
 - ii. **BuzzSaw Buddies** Program may liaise with your Card Issuer and other relevant third parties in order to recover the Debt; and
 - e. **BuzzSaw Buddies** Program may take any other necessary action in order to recover the Debt.
5. Transferring Cashback Rewards
- a. Cashback Rewards cannot be transferred between different **BuzzSaw Buddies** Program Accounts.
 - b. Cash Settlements cannot be settled to an account other than the nominated account.
 - c. Replacement Visa, eftpos and Mastercard's must be re-registered to your existing **BuzzSaw Buddies** Program Account in accordance with clause covering any changes to your **BuzzSaw Buddies** account. Please log on to your BuzzSaw Buddies Program Account to register a replacement Visa, eftpos or Mastercard.

Termination or expiry of the Program

1. **BuzzSaw Buddies** may suspend your **BuzzSaw Buddies** Program Account and your participation in the Program and/or terminate these Terms and your Account by giving you notice with immediate effect that you have breached these Terms.
2. You may terminate your **BuzzSaw Buddies** Program Account for any reason by selecting the "opt out" link in "My Account" within your **BuzzSaw Buddies** Program Account or by Contacting us.
3. If **BuzzSaw Buddies** terminates these Terms and your **BuzzSaw Buddies** Program Account in accordance with clause where you have breached these Terms & Conditions or you have selected to "Opt-Out" of the program, all of your Cashback Rewards will vest in the **BuzzSaw Buddies** Program.



4. **BuzzSaw Buddies** may terminate your **BuzzSaw Buddies** Program Account and/or the Program for any reason at any time by giving you 7 days' prior notice. Any Cashback Reward within your **BuzzSaw Buddies** Program Account will be transferred as a Cash Settlement to your nominated Account, or to your **BuzzSaw Buddies** Program Account whichever is the accepted normal process.

Registration in Multiple Rewards Programs

In the event that you have registered a valid Visa, eftpos or Mastercard to more than one **BuzzSaw Buddies** program and you make a purchase with a Participating Merchant that is also registered to more than one **BuzzSaw Buddies** Programs, a Cashback Reward will be paid for only one **BuzzSaw Buddies** Program.

The **BuzzSaw Buddies** Program for which you will receive the Cashback Reward from will be determined on the following basis:

- a) The BuzzSaw Buddies Program that provides the highest Cashback Reward; and
- b) If the BuzzSaw Buddies Program's provide the same Cashback Reward value, then either may be chosen at the discretion of BuzzSaw Buddies.

Privacy

Any personal information, including your User Information, submitted by you to BuzzSaw Buddies is subject to and will be handled in accordance with **BuzzSaw Buddies** Privacy Policy. The Privacy Policy forms part of these Terms. You agree that, by accepting these Terms, using the Program or communicating with **BuzzSaw Buddies** you have read the Program's Privacy Policy, understood its contents and consented to its requirements. The **BuzzSaw Buddies** Privacy Policy is available at the **BuzzSaw Buddies** website.

Intellectual property

All intellectual property rights (including copyright, trademarks and patents) in the Program, or any promotion of the Program by **BuzzSaw Buddies** and all components of them are owned by, or licensed by, **BuzzSaw Buddies** Program unless otherwise indicated. You must not copy, modify or transmit any such content except as permitted in these Terms or expressly agreed in writing by **BuzzSaw Buddies** Program.



Disclaimer of warranties and limitation of liability

1. Nothing in these terms excludes, restricts or modifies any consumer guarantee, right or remedy conferred on you by the Australian Consumer Law ("ACL") or any other applicable law that cannot be excluded, restricted or modified by agreement.
2. Subject to clause 1. and to the extent permitted by law, **BuzzSaw Buddies** Program excludes all warranties, whether express or implied, including any warranties or representations:
 - a. that the Program will be rendered with due care and skill;
 - b. concerning the availability of the Program; and
 - c. concerning the quality, completeness, accuracy, suitability, acceptability or fitness for purpose in relation to the Program.
3. Subject to clause 1. and to the extent permitted by law, the maximum liability of the **BuzzSaw Buddies** Program and its employees, agents or contractors for any loss, damage, claim, cost or expense whatsoever arising out of or in connection with these Terms, the Program, and any services advertised or accessible using the Program will be limited to the value of any valid unredeemed Cashback Reward in your **BuzzSaw Buddies** Program Account (as determined by **BuzzSaw Buddies**) in relation to the transaction in which the claim arises. You must make any such claim within 3 months of the date of the transaction and waive your rights to make such claims thereafter.
4. **BuzzSaw Buddies'** services come with guarantees that cannot be excluded under the ACL. You are entitled to have the services supplied again, or the payment of the cost of having the services supplied again, if the services were not rendered with due care and skill or if the services (or the products resulting from the services) were not fit for the particular purpose outlined in these Terms.
5. For the purpose of clause 4., you acknowledge and agree that the services supplied by the **BuzzSaw Buddies** Program are limited to the Program, and that the particular purpose of **BuzzSaw Buddies** Program services is limited to the purpose outlined in these Terms.
6. To the extent permitted by law, the **BuzzSaw Buddies** Program and its employees, agents or contractors will not be liable for any loss, damage, claim, cost or expense whatsoever arising out of the goods and services that are the subject of any qualifying purchase under these Terms.
7. For all other claims of liability, and to the extent permitted by law, the maximum liability of the **BuzzSaw Buddies** Program and its employees, agents or contractors will be AU\$ in the aggregate of all claims.
8. Subject to clause 1. and to the extent permitted by law, **BuzzSaw Buddies** Program will not be liable for any loss, damage, claim, cost or expense whatsoever arising out of or in connection with these Terms, the Program, and services advertised or accessible using the Program, to the extent that such loss, damage, claim, cost or expense was caused by:



- a. you (for example, through your negligence or breach of contract);
 - b. your failure to reasonably mitigate your loss; or
 - c. events outside of BuzzSaw Buddies Program control.
9. Nothing in these Terms and Conditions limits your rights under the Australian Consumer Law (ACL).

Indemnity

You indemnify **BuzzSaw Buddies** Program in respect of all loss, damage, costs, expenses (including legal fees on a full indemnity basis), fines, penalties, claims, demands and proceedings howsoever arising, whether at common law (including negligence) or under statute, in connection with any of the following:

- a) any breach of these Terms by you;
- b) your use of Program (including registration);
- c) any use of your BuzzSaw Buddies Program Account, including by third parties; and
- d) any claims that may be brought against BuzzSaw Buddies Program or which BuzzSaw Buddies Program must pay, sustain or incur as a direct or indirect result of the use by BuzzSaw Buddies Program of your User Information.

Force majeure

BuzzSaw Buddies Program will not be liable to you for any delay or failure to perform its obligations under these Terms as a result of a cause beyond its reasonable control, including acts of God.

Interpretation

- **ACL** means the Australian Consumer Law as found in Schedule 2 to the Competition and Consumer Act 2010 (Cth).
- **Cashback Reward** means the value of cash-back rewards that are registered to your Rewards Account, based on qualifying transactions using your Visa, eftpos or Mastercard with Participating Merchants.
- **Cash Settlement** means the Australian dollar amount of any Cashback Reward that is deposited into your nominated bank Account or Client Account in accordance with these Terms.
- **Eftpos Card** means the authorised eftpos prepaid-reloadable, debit or credit card (excluding prepaid eftpos gift cards) with a unique eftpos card number registered to your BuzzSaw Buddies Program Account, which has been issued by an Australian Card Issuer.



- **Eftpos Card Account** means the eftpos account linked to your eftpos Card by your Card Issuer.
- **Excluded Transactions** means any transaction where you:
 - draw cash from the Account linked to the Visa, eftpos or Mastercard using an automatic teller machine, at a financial institution or from a Participating Merchant;
 - receive from a Participating Merchant a cash substitute (including, but not limited to, using your Visa, eftpos or Mastercard to purchase gambling chips or tokens, travellers' cheques or money orders, gift certificates or to load value to a stored value card or facility);
 - use the Visa, eftpos or Mastercard Account to pay bills through a third party (such as Bpay®) where the Participating Merchant whose bill is being paid is not paid by Visa, eftpos or Mastercard; or
 - use the Visa, eftpos or Mastercard account to pay bills over the counter at a financial institution.
- **Mastercard** means the authorised Mastercard prepaid-reloadable, debit or credit card (excluding prepaid Mastercard gift cards) with a unique Mastercard number registered to your Rewards Account, which has been issued by an Australian Card Issuer.
- **Mastercard Account** means the Mastercard account linked to your Mastercard by your Card Issuer.
- **Participating Merchants** means merchants and retailers who participate in the Program from time to time by providing a Cashback Reward. A full list of current Participating Merchants can be found at the
- **BuzzSaw Buddies website.** Website is any web application or mobile application being used for the Rewards Program.
- **Privacy Policy** means the **BuzzSaw Buddies** privacy policy on how it collects, uses and discloses your personal information, set out at the BuzzSaw Buddies website.
- **Program** means the Rewards Program.
- **The Program Operator** means **BuzzSaw Buddies** and its controlled entities and its agents.
- **Rewards Account** means your registered account with the BuzzSaw Buddies Program, which enables you to use the Program and where your Cashback Rewards are recognised.
- **Rewards** means the Cashback Reward (see above).
- **Terms** means the applicable terms & conditions of use as referred to within this document and other websites or documents referred to within it.
- **User Information** means any information that **BuzzSaw Buddies** Program may request and that you provide to **BuzzSaw Buddies** Program including your email address, phone number and other personal information, eftpos card number, Visa Card number, Mastercard number,



username (which the BuzzSaw Buddies Program may refuse to accept at its sole discretion) and password.

- **Visa Card** means the authorised Visa prepaid-reloadable, debit or credit card (excluding prepaid Visa gift cards) with a unique Visa card number registered to your **BuzzSaw Buddies** Program Account, which has been issued by an Australian Card Issuer.
- **Visa Card Account** means the Visa account linked to your Visa Card by your Card Issuer.

Jurisdiction and law

These Terms are governed by and must be construed in accordance with the laws of Victoria, Australia. You submit to the exclusive jurisdiction of the courts of that State and the Commonwealth of Australia in respect of all matters arising out of or relating to these Terms, their performance and subject matter.

Severability

Each provision of these Terms is severable from the others and no severance of a provision will affect any other provision.

Contact us

If you have questions about the Program, please read the Frequently Asked Questions section of the **BuzzSaw Buddies** website or contact us.