



## ChefsClub Terms & Conditions

**Specials and seasonal offers not applicable for ChefsClub Dollar redemption.**

### 1. Introduction

- 1.1 The following Terms & Conditions (Ts and Cs) form the basis of ChefsClub.
- 1.2 These Terms & Conditions are effective from 1 September 2012 and may be amended from time to time and replace all previous Terms & Conditions by The Chefs Toolbox.
- 1.3 Every member of ChefsClub is subject to these Terms & Conditions and is responsible for being aware of any changes as they occur.

### 2. Definitions

- "ChefsClub" means the customer loyalty program wholly owned and managed by The Chefs Toolbox.
- "Consultant" means the independent contractor who is the distributor for The Chefs Toolbox. They are not an employee or agent of The Chefs Toolbox and these Terms & Conditions take precedence over any comments or assertions they may make.
- "Cooking Party" means a demonstration and sales event, usually in the home of a Host or a Consultant.
- "HER" means the Host Extra Reward which is an additional reward offered to Hosts for meeting certain sales and booking targets at their Cooking Party.
- "Member" means a person who is a member of ChefsClub. A member must be an individual, not a company, trust, partnership or any other entity.
- "Membership number" means the unique number issued by The Chefs Toolbox to the ChefsClub member.
- "CCD" means the ChefsClub Dollar reward issued to the member pursuant to these T&Cs.
- "Ts&Cs" means Terms & Conditions
- "TCT" The Chefs Toolbox Pty Ltd ABN 21 129 019 969, and all its subsidiaries.

### 3. Changes to ChefsClub

- 3.1 The Chefs Toolbox reserves the right to make any changes (material or otherwise) to the ChefsClub loyalty program, its Terms & Conditions and the awarding or redemption requirements.
- 3.2 The Chefs Toolbox will post any changes at [www.chefstoolbox.com](http://www.chefstoolbox.com). Once any change is made to ChefsClub, all members are deemed to have understood and accepted such changes once they are posted.
- 3.3 No verbal or written correspondence to members is issued when changes occur.

### 4. Membership

- 4.1 Membership to ChefsClub is open only to individuals who purchase from one of our Consultants personally, not via the Consultant's personal web site or our corporate web site.
- 4.2 The Chefs Toolbox reserves the right to accept or reject any membership. Membership is offered at the sole discretion of The Chefs Toolbox and can be revoked at any time without any requirement to state a reason for such revocation.
- 4.3 Membership is automatic on purchase from one of our Consultants personally, but new membership is not available for purchases via the Consultant's personal web site or our corporate web site. All

personal data is stored securely, is never sold, rented or otherwise provided to third parties in compliance with our [privacy policy](#).

4.4 Members are responsible for maintaining their accurate contact details. Members are responsible for ensuring their correct membership number is used when placing an order with a Consultant.

4.5 Each member may only have one ChefsClub account. ChefsClub Dollars cannot be amalgamated from multiple memberships into a single one. ChefsClub Dollars cannot be transferred between memberships.

4.6 Each member will be assigned a membership number and password via email, to the email address provided by the Consultant to TCT when processing the new member's order. The membership number and password will be used as security for the member's private information. It is the member's responsibility to ensure that the membership number and password are kept secure.

4.7 The Chefs Toolbox requests but does not require a valid email address and telephone number from each member prior to awarding ChefsClub Dollars.

4.8 The Chefs Toolbox requires a valid email address prior to redemption or management of a member's ChefsClub Dollars.

4.9 The member agrees that TCT can share their contact, purchase and hosting history and redemption history with all independent Consultants of TCT.

4.10 Membership automatically subscribes the Member to TCT's monthly e-letter and periodic marketing communications.

4.11 Only 1 email address can be registered per membership.

## **5. Use of membership**

5.1 Each member agrees to these T&Cs and consents to the use of the member's information by The Chefs Toolbox to advise the member of any benefits of membership.

5.2 Once ordered via a ChefsClub Dollar redemption order, products cannot be exchanged or returned unless faulty.

5.3 If an order of item/s redeemed for ChefsClub Dollars is returned to TCT, either due to an incorrect or incomplete address supplied on the order, or due to the fact that the delivery was unclaimed by the addressee, TCT will require payment of AUD\$10 or NZD\$14 freight to re-ship the order.

5.4 TCT reserves the right to send promotional materials and communications to Members from time to time.

## **6. ChefsClub Dollars**

6.1 ChefsClub Dollars will accumulate against product purchases and Host Extra Rewards as per schedules published by The Chefs Toolbox from time to time.

6.2 Such ChefsClub Dollar award schedules may be changed by The Chefs Toolbox at its sole discretion and without notice.

6.3 ChefsClub Dollars will not be awarded for website (online) purchases either via a Consultant's personal web site or our corporate web site, or any purchase which is refunded, cancelled or returned. Previously awarded ChefsClub Dollars may be cancelled upon cancellation of a purchase.

6.4 Any statement by The Chefs Toolbox that \$1 = 1 ChefsClub Dollar means ChefsClub Dollar per whole dollar per individual product line.

6.5 ChefsClub Dollars are not awarded for Freight & Insurance payments.

6.6 The Chefs Toolbox reserves the right to cancel any ChefsClub Dollars which are awarded incorrectly, in error or in breach of these Terms & Conditions.

6.7 ChefsClub Dollars accrue within 24 hours of when an order is processed via The Chefs Toolbox's proprietary order processing system by the Consultant (not via the Consultant's personal web site).

6.8 All unused ChefsClub Dollars expire 15 calendar months from the last business day of the month they are awarded.

6.9 We may correct or reverse erroneous or invalid ChefsClub Dollars or adjust for reversed transactions at any time, even if it would put your membership account into a negative ChefsClub Dollars balance.

6.10 No verbal or written communication is sent to warn of, or confirm, ChefsClub Dollars expiry dates.

6.11 No communications are sent to members upon changes being made to products available for redemption. Up to date product availability can be checked by the member online by logging on to their ChefsClub account.

## **7. Redeeming ChefsClub Dollars**

7.1 As a general rule, ChefsClub Dollars can only be used to redeem for regularly priced (RRP), individual products from our range. ChefsClub Dollars cannot be used to redeem for Best Buy bundles, seasonal specials, Flash Sale items, online promotional offers, short-term special packs/bundles etc. The Chefs Toolbox reserves the right to vary the items available for redemption at our sole discretion and without notice.

7.2 A valid email address is required to redeem ChefsClub Dollars, to obtain login ID and passwords.

7.3 The terms and conditions applicable to a ChefsClub Dollar redemption are those in force on the date of the redemption.

7.4 We reserve the right to reject a redemption order which was processed using invalid or erroneous ChefsClub Dollars, and refund applicable freight costs to the credit card used for the transaction.

7.5 Awards may be subject to income or other tax assessments. Members are responsible for their personal tax liabilities.

7.6 Rewards are subject to availability. The reward and its required ChefsClub Dollars may be changed at any time by The Chefs Toolbox at its sole discretion and without notice.

7.7 Products available are subject to change without notice.