

Smart-Trade™ Rewards Programme Member TERMS AND CONDITIONS

The Smart-Trade™ rewards programme is governed by the terms and conditions as outlined herein ("Terms and Conditions") and these Terms and Conditions replace all other terms and conditions. The Customer consents to the Terms and Conditions by the Merchant enrolling the Customer into the Programme as a Member.

The Merchant and the Member and Smart Trade NZ Limited ("STNZL") are bound by these Terms and Conditions as they relate to each of them individually and/or collectively.

- A. STNZL operates and administers a rewards programme pursuant to which Customers of the Merchant gain Points in exchange for purchases from the Merchant.
- B. Once enrolled in the Programme the Customer becomes a Member and Points from Eligible Transactions are credited to the Member's Account.
- C. The Customer wishes the Merchant to enrol the Customer into the Programme as a Member.
- D. The Member wishes to utilise and be party to the Programme and to obtain benefits offered by STNZL, the Merchant and/or other participating merchants.
- E. An agreement between the Merchant and STNZL ("the Agreement") governs the provisions by which STNZL provides and administers the Programme and by which the Merchant participates in the Programme.

1. Definitions

In these Terms and Conditions, unless the context otherwise requires:

- 1.1 **Customer** means a customer of the Merchant.
- 1.2 **Eligible Transactions** means purchases by the Member from the Merchant of goods or services supplied by the Merchant for which the Merchant wishes to award Points.
- 1.3 **Enrolment Form** is the form on the reverse side of this document.
- 1.4 **Member** means any Customer accepted by the Merchant as being eligible to accrue Points.
- 1.5 **Member's Account** means the Member's account administered by STNZL to which Points are credited and from which Rewards are deducted.
- 1.6 **Merchant** means the party described as such on the Enrolment Form and the Merchant confirms that it is a party to the Agreement.
- 1.7 **Points** means the points that are credited to the Member's Account from Eligible Transactions through participation in the Programme.
- 1.8 **Programme** means the rewards programme operated by STNZL as contemplated by these Terms and Conditions.
- 1.9 **Rewards** means products or services that are purchased through the Programme by the redemption of Points by the Member.

2. Governing Laws

These Terms and Conditions shall be governed by the laws of New Zealand and the Parties submit to the exclusive jurisdiction of the courts of New Zealand.

3. Accrual of Points

- 3.1 Points shall be accrued by the Member only in respect of Eligible Transactions that have been authorised by the Merchant and notified to STNZL pursuant to the Agreement.
- 3.2 On a monthly basis the Merchant will advise STNZL of the Points to be credited to the Member's Account and make all necessary payments to STNZL in relation to those Points pursuant to the Agreement.
- 3.3 Points will be allocated to the Member's Account following payment by the Member pursuant to clause 3.2.
- 3.4 Points accrued by the Member will expire three (3) years after the date they have been credited to the Member's Account.
- 3.5 Points used to claim Rewards will be utilised on a 'first-in first-out' basis such that they will be deducted from the Points first credited to the Member's Account and provided such Points have not expired.

4. Modification of Terms and Conditions

- 4.1 Without prejudice to STNZL's rights under clause 11.2 it is agreed that, with the consent of the Merchant, STNZL may vary these Terms and Conditions at any time by providing written notice of the variation to the last known address of the Member.
- 4.2 A modification to the Terms and Conditions made pursuant to clause 4.1 hereof may not affect the Points then accrued to the Members Account through use (other than by the Member) forfeiture or expiry.

5. Responsibilities of the Merchant and STNZL

- 5.1 The allocation of Points is solely the responsibility of the Merchant and any claim by a Member with regard to allocation of Points will be resolved between the Member and the Merchant.
- 5.2 The redemption and administration of Points and the provision of Rewards under the Programme are solely the responsibility of STNZL and any claim by a Member with regard to redemption or administration of Points or the provision of Rewards under the Programme will be resolved between the Member and STNZL.
- 5.3 It is acknowledged that STNZL is a service provider for the provision of the Programme and the Merchant is not a partner, joint venturer, sub-contractor, agent, servant or employee of STNZL.
- 5.4 Neither STNZL nor the Merchant shall be liable or responsible to any person or company for or on account of any error in the allocation or calculation of Points and in no circumstance shall STNZL or the Merchant be held liable for any loss of business or profits or for any other consequential loss or damage suffered by the Member or any other person or company in relation to the provision of the Programme.

6. Termination by the Member

- 6.1 Failure to comply with the terms and conditions.
- 6.2 Supplying any misleading information or making misrepresentations to STNZL.
- 6.3 Membership of the Programme may be terminated by the Member providing notice in writing to the Merchant or to STNZL that the Member wishes to be removed as a Member of the Programme.
- 6.4 Points in the Member's Account will be forfeited on termination of membership if not redeemed pursuant to these Terms and Conditions.
- 6.5 Points are not transferable or assignable and cannot be converted for cash.
- 6.6 Death or bankruptcy of a Member.

7. Termination by the Merchant or STNZL

- 7.1 The Programme will terminate immediately in the event that STNZL enters into liquidation, becomes insolvent, ceases to trade or decides to discontinue the Programme ("Termination") and the Member will be notified of Termination by STNZL and will be entitled to redeem all of the available Points in the Member's Account at the date of Termination in Rewards.
- 7.2 In the event that STNZL has sent notice of Termination to the Member's last known address and the Member has not redeemed the Points in the Member's Account within three (3) months of such notification being sent to the Member then STNZL shall have no further obligation to the Member for the redemption of Points and those Points will become the property of STNZL.

8. Notice

- 8.1 Any notice or communication given to STNZL pursuant to these Terms and Conditions shall be given to the postal or e-mail address specified at clause 11.3.
- 8.2 Any notice or communication given to the Member pursuant to these Terms and Conditions shall be given to the address specified by the Member on the Enrolment Form or to such other address as the Member has specified in writing to the Merchant and STNZL.

9. Smart Trade Personal Information Notice

- 9.1 STNZL will collect information about the Member including information provided:
 - 9.1.1 on the Enrolment Form;
 - 9.1.2 by the Merchant (and other merchants participating in the Programme) concerning Eligible Transactions; and
 - 9.1.3 from other sources as required to ensure that the Member obtains the maximum benefit from membership in the Programme;
- 9.2 The Member consents to STNZL and the Merchant collecting information in relation to the Member and utilising it:
 - 9.2.1 to promote services offered by all participating merchants relating to the Programme including but not limited to special product offers, discounts on purchases, special savings and collection of Points;
 - 9.2.2 for marketing, product development and research purposes; and
 - 9.2.3 for disclosure to merchants in distributing promotional information.
- 9.3 Information in relation to the Member will be held by STNZL at its premises in Hamilton and pursuant to the provisions of the Privacy Act 1993 the Member may make written request for access to and correction of personal information held by STNZL.
- 9.4 A fee to cover the reasonable costs incurred by STNZL in responding to a request for information by the Member may be charged and if a fee is payable then STNZL will advise the Member of the amount of the fee and obtain payment before responding to the request.

10. Liability

- 10.1 STNZL will not be liable for:
 - 10.1.1 Any failure or delay by a Merchant to notify STNZL of an Eligible Transaction.
 - 10.1.2 Any loss, theft or damage to any Rewards in the course of post or delivery.
 - 10.1.3 Any Reward not being available for any reason.
 - 10.1.4 Any failure by the Reward provider to meet the terms and conditions, the schedule of Rewards, participating companies qualifying goods and services and/or number of Points which will be recorded or deducted in relation to any Rewards.
- 10.2 All conditions and warranties whether expressed or implied and whether arising under legislation or otherwise as to the condition, suitability, quality, fitness or safety of any Rewards supplied under the Programme are expressly excluded to the full extent permitted by law.
- 10.3 Any liability STNZL may have to a Member under legislation in respect of Rewards which cannot be excluded is limited where permitted to supplying or paying the cost of supplying the Rewards again or repairing or paying the cost of repairing Rewards at STNZL's option.
- 10.4 STNZL provides the Programme for participating businesses and each exclusion or limitation of liability in these terms and conditions also applies to each of those participating businesses and their directors, employees and agents.

11. General

- 11.1 The determination of liability for any government levies or taxes or other expenses or charges arising out of the accrual or conversion of Points or claiming of Rewards under the Programme shall be the sole responsibility of the Member.
- 11.2 STNZL reserves the right to cancel, change or substitute any reward and specific term and condition of a reward or its redemption at any time with or without prior notice.
- 11.3 The details of notice for STNZL are:
Smart Trade NZ Limited, PO Box 370, Hamilton
Ph: 07 848 2394, Fax: 07 848 2395, Email: info@smart-trade.co.nz