

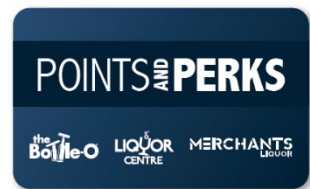
## Upfront disclosure regarding Points and Perks Loyalty Program Terms and Conditions

We want to make you aware of certain terms and conditions that apply to your participation in the Points and Perks Loyalty Program.

Please note that there may be other terms and conditions that are important to you which we have not highlighted below. You should read all of the terms and conditions to understand how the Points and Perks Loyalty Program works and the terms and conditions that apply.

Please read the following specific disclosures carefully to ensure you are aware of them.

- Your name and contact details provided when you register for the Points and Perks Program and information regarding your instore purchases using your Loyalty Card (or other account identifier) and other activity on your account may be accessible by certain third parties. These third parties and the purpose of such disclosures are set out in the Points and Perks Rewards Privacy Policy available at [www.perksandpoints.co.nz](http://www.perksandpoints.co.nz)
- Your membership is linked to the store(s) where your card has been registered. This is your Registered Store. You will accrue points, and be able to redeem points, for eligible instore purchases at your Registered Store(s).
- However, you can use your card in another store, provided that the retailer sets up an additional account that is linked to your card. Each store operates the Points and Perks Program independently of other stores – points are accrued and redeemed on a per-store basis and are not shared or transferrable between stores.
- All accrued points on your account will expire if you do not make a purchase and scan your card within 365 days.
- We may terminate the Points and Perks Program at any time. In any other circumstances, we may de-activate your account if it is inactive for at least 12 months. Points held at the time of termination or de-activation will be lost.
- We may vary the Points and Perks Program terms and conditions from time to time.
- You may terminate your membership at any time by notifying the stores associated with your card, and they will each deactivate your membership for the relevant store.



# Points and Perks - Terms & Conditions

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These terms and conditions (**Terms**) apply to your participation in the Points and Perks Program (**Program**). In this document, when we say **we, us, our** (etc.) we are referring to Tasman Liquor Company Limited NZBN 9429038227714 trading as the “Allied Retail Group”. When we say **you, your** (etc.), we mean the individual who has registered as a member of the Program.

## Your agreement with us and changes to these Terms

We own and operate the Program. Your registration for the Program constitutes acceptance of these Terms. We may vary these terms from time to time.

## Your privacy is important to us

This document should be read in conjunction with the Points and Perks Privacy Policy available [www.pointsandperks.co.nz](http://www.pointsandperks.co.nz) (**Privacy Policy**).

We will collect personal information about you when you sign up to the Program (see “How to get started” below) and when you enter into transactions as part of your participation in the Program. We collect this information to enable you to receive the Program benefits and for us to better understand and gain insights into shopper trends and campaigns and store performance. We will be unable to provide you with the Program benefits if you do not provide us with that information. We may disclose your personal information to third parties as further described in these Terms and the Privacy Policy.

By participating in the Program you agree to the Allied Retail Group collecting your personal information in connection with your participation in the Program and handling such information in accordance with the the Privacy Policy, including receiving marketing and related offer and correspondence.

## How to get started

Membership of the Program is free. To join the Program, you must meet the eligibility requirements (see further under “Your and our responsibilities” below).

To join you will need to:

- a. Receive a Perks and Points Loyalty Card from your chosen Registered Store (which will allow for the accrual of points at your Registered Store (s)); and
- b. complete the member registration process in store at the Registered Store(s) or at [www.perksandpoints.co.nz](http://www.perksandpoints.co.nz) (when available) to enable activation of your card for redemption at your Registered Store (s)

If you do not provide the information requested in the registration process, you may not be able to fully participate in the Program and we will be unable to provide you with Program benefits.

As part of the registration process, you will need to:

- provide your full name;
- provide your valid New Zealand Mobile Number
- provide your valid email address; and
- agree to receive electronic communications as part of the Program.

### **Use of electronic communications**

The Program is a loyalty program through which we provide member offers, offer loyalty points, promotions, communications, and the opportunity to participate in competitions. The Program is reliant on electronic communications. By agreeing to participate in the Program you agree to receive electronic communications about the Program, the products and services offered through the Program, details of promotions and other benefits.

### **Opting out of electronic communications and consequences**

You can opt out of receiving electronic marketing communications at any time by:

- using the unsubscribe function in an electronic marketing email or SMS from us

If we determine that your email address is not valid, or if you unsubscribe from receiving future electronic communications about the Program or offers provided under the Program, you may not be able to receive some or all of the Program benefits and we may suspend or terminate your participation in the Program in whole or in part.

### **Your registration**

Once you are a registered Program member you will have access, through your loyalty card, to the current benefits at your Registered Store (s). Member benefits (such as earning and redeeming Program points) will be available to you only at the respective Registered Store (s) you can enjoy benefits at one or more stores by registering your loyalty card at each respective store. Points are accrued and redeemed on a per-store basis and are not shared or transferrable between stores. For the purposes of these Terms, references to 'Registered Store' include any store that you are registered for the Program. You may be ineligible to receive some or all Program benefits if you do not complete all the information requested at registration.

### **Your and our responsibilities**

To be eligible to register for the Program, you must:

- be an individual and a resident of New Zealand;
- be aged 18 years or over;

- use your real full name and only provide accurate information to us in relation to the Program; and
- have full power and authority to register for the Program and accept these Terms.

You must give us accurate information about yourself (including as part of the registration process). You must not transfer your Program account to another person or allow anyone else to use or receive the benefit of use of your Program account. You must not use the Program App, or any Program benefits we provide to you in any unauthorised or unlawful manner or any improper purpose.

Our responsibility is to provide the Program in accordance with these Terms, as updated from time to time. We are not responsible if you are unable to access or receive Program benefits as a result of your failure to comply with these Terms, including a failure to provide accurate details or update your details in your account. We may decline to issue, withdraw, suspend, or cancel your Program account, and remove you from the Program or remove Program benefits at any time, if we reasonably believe that you:

- are abusing or attempting to abuse the Program;
- have breached these Terms or the Terms of any Program offers or benefits; or
- are involved in any behaviour relating to our Program that involves theft, fraud, misconduct, abusive, offensive, or other inappropriate behaviour, or the supply of false or misleading information.

The Program is only for personal and consumer use. The Program cannot be used for any business transaction or purpose.

### **Program member offers and rewards**

The purpose of the Program is to reward your loyalty to retailers linked to your card and provide you with special member promotions and benefits, as well as to enable us, retailers, participating suppliers, and other Program partners to gain insights into shopper trends, store and marketing campaign performance and other aspects of customer behaviour and retail performance. This will enable us and your retailer to provide you with relevant offers and enhance your experience as a valued customer.

Benefits of participation in the Program include:

- **Earn Points.** You will receive points on eligible products when you scan your card at the checkout of your Registered Store. Not all products will be eligible to earn points (see “Excluded Products” below).
- **Redeem Points and Save.** You can use points earned at your Registered Store to save money on your future purchases at your Store.
- **Bonus Points.** From time to time there may be Bonus Point offers in your Registered Store, which give you extra points on products.
- **Offers.** Members receive exclusive offers via communication channels such as email or SMS. Over time these offers will become more personalised and based on your preferences.

To access Program benefits, you must present your loyalty card at the checkout in your Registered Store and follow any directions provided in member communications and offers.

Member benefits are not transferable or exchangeable for cash.

### ***Excluded Products***

Certain products, including tobacco and tobacco-related products, lottery products, phone top-up cards, gift cards and online purchases do not qualify for Program discounts, redemptions and other savings, and will not be included in the calculation of Program points. We may exclude any other products, from time to time, at the Allied Retail Group's discretion.

### ***Member pricing and promotions***

Member pricing and promotions may include discounts and savings on selected products from time to time. Product deals, special offers and other benefits in relation to particular products for the Program are determined by us or your Registered Store in our or their discretion and may vary from time to time. We have no obligation to make available any deals, offers or benefits in relation to particular products for the Program in any particular period or at all. Availability of member promotions depends on stock availability at your Registered Store. Your Registered Store may not stock certain products or varieties, and may not stock all products or varieties for which member deals are promoted.

### ***Points***

- Points are earned when you purchase eligible products and scan your loyalty card at checkout at your Registered Store, before your purchase is complete.
- Points are redeemed for savings off any future purchase at your Registered Store.
- Your Points are specific to your Registered Store.. You can use your loyalty card at another store using a separate Program account.
- All points will expire if you do not scan your loyalty card (or provide another account identifier) during a transaction within the past 365 days. So long as you scan your loyalty card when you purchase within 365 days of your last purchase, your points will not expire. If you opt out of the Program we cannot reinstate your points.
- The best way to receive points is to scan your loyalty card at checkout. If you do not have your loyalty card with you, at your request store staff can look up your account before your transaction is complete, using your name and email address or mobile number to ensure points are added to your balance.
- If you return purchases for which you have earned points or redeemed points and receive a refund, we will require you to present your loyalty card and have the associated points deducted or credited to your balance.

### ***Other member rewards and benefits***

Any other member rewards or benefits which we offer from time to time will be communicated via email.

## **Ending the Program**

We may decide to terminate the Program, either generally or only for your Registered Store. A Registered Store may opt out of participating in the Program, at its discretion. If this occurs, points earned will be deemed invalid.

## **Leaving the Program**

You can choose to leave the Program at any time. You may cancel your membership by notifying your Registered Stores to deactivate your account. If you cancel your membership, you will not be eligible to receive Program member benefits and any pending benefits not already received by you will be automatically forfeited.

We cannot reinstate your points should you decide to register again in the future. You will start with zero points.

## **Deactivating your account**

If there has been no activity on your account for for at least 12 months we may de-activate your account without consultation with or notification to you.

## **Third parties' access to data**

While we own the Program, we have third parties that help us operate it. You acknowledge that we, our related bodies corporate, and retailers will handle your data. These third parties and the purpose of such disclosures are set out in the Points and Perks Privacy Policy available [www.pointsandperks.co.nz](http://www.pointsandperks.co.nz).

## **Disclaimer**

To the extent permitted by law, we do not provide any warranty or representation that access to the Program will be uninterrupted or error free.

## **Intellectual property rights**

Unless otherwise noted, all materials provided in relation to the Program, , are protected as copyright, trade names, trade marks or are other intellectual property owned by us and/or our related bodies corporate or by persons who have licensed their material or trade marks to us. You do not have the right to use these intellectual property rights without the written permission of their owner.

## **Notices by email**

Notices to you under these Terms will be sent by email, and we will not be required to notify you if you have not provided a current email address for communications about the Program or if you have opted out of such communications.

## **General**

These Terms are governed by the laws of New Zealand and you and we agree to submit to the non-exclusive jurisdiction of the courts from that jurisdiction.

These Terms constitute the complete and exclusive agreement between you and us about the Program.

If any provision of these Terms is invalid or unenforceable under applicable law, the remainder of these Terms remain in full force and effect to the extent they are not invalid in that or any other jurisdiction.

A failure to enforce any right or provision of these Terms will not restrict either you or us from enforcing that right or provision now or in future.

## **Queries and complaints**

If you have any queries, complaints or feedback in relation to the Program, please contact [queries@pointsandperks.co.nz](mailto:queries@pointsandperks.co.nz).