

Terms and Conditions

- 1 **Application**
 - 1.1 These terms set out the terms and conditions applying to the ANZCO Advantage Rewards Programme (the *Programme* as defined below). All Participants are bound by these terms as may be amended or replaced from time to time.
 - 1.2 By ticking an acceptance box at the initial login for the Programme on the Programme Website, or otherwise participating in the Programme, a Participant agrees to be bound by these terms.
- 2 **Definitions**
 - 2.1 In these terms, unless the context otherwise requires:

212F means 212F (NZ) Limited, which operates and manages the Programme on behalf of ANZCO and is responsible for administering the redemption of Points by, and supply of Rewards to, Participants.

ANZCO means ANZCO Foods Limited.

Participant means a producer/supplier of ANZCO who is participating in the Programme.

Point means a point issued to a Participant under the Programme and which may be redeemed for Rewards.

Programme means the Advantage by ANZCO Rewards Programme, outlined in these terms and in any other documentation provided by ANZCO from time to time.

Programme Account means a programme account opened for a Participant for the purpose of recording Points and redeeming Points for Rewards.

Programme Website means the website for the Programme at www.anzcoadvantage.com

Reward means a reward available to a Participant under the Programme.

Reward Provider means a third party which provides a Reward to a Participant under the Programme.
- 3 **Eligibility**
 - 3.1 Only persons who are current producers/suppliers of ANZCO are eligible to apply to register for the Programme. Eligibility to be a Participant is determined by ANZCO from time to time in its discretion.
 - 3.2 Participation in the Programme by a person will commence from the time ANZCO confirms in writing that the person is a Participant and the Participant has agreed to be bound by these terms.
 - 3.3 Participation in the Programme only applies to eligible livestock contracts or supply arrangements advised by ANZCO from time to time.
- 4 **Programme duration**

The Programme commences on 1 January 2021, and will continue in force until ANZCO terminates the Programme in its discretion (see clause 8).
- 5 **Collecting Points**
 - 5.1 Participants in the Programme will be issued Points in accordance with criteria determined by ANZCO from time to time in its discretion, which may include the delivery of livestock under eligible contracts or supply arrangements to ANZCO on time and in specification.
 - 5.2 Points issued to a Participant under the Programme are personal to that Participant and may not be assigned or otherwise transferred to any other person.
 - 5.3 Each Participant is responsible for keeping the details of its Programme Account secure, including any login and password associated with the Programme Account.
- 6 **Points expiry/cancellation**
 - 6.1 Advantage Points will expire 2 years after the date they are credited to the Participant's account, subject to clauses 6.2 and 8.
 - 6.2 If a Participant discontinues supplying livestock to ANZCO at any time, any Points held by the Participant at that time will expire on 31 March falling immediately after such time, subject to clause 8.
- 7 **Rewards and Points redemption**
 - 7.1 The Rewards available to Participants under the Programme at any time are set out on the Programme Website (www.anzcoadvantage.com). Rewards and related Points values may vary from time to time for a range of reasons, including as product models change.
 - 7.2 A Participant may only claim a Reward if it holds sufficient Points for the Reward being claimed. A Participant has no legal entitlement to, or interest in, any Reward until the redemption process for that Reward has been completed in full through the Programme Website.
 - 7.3 Rewards are issued solely to, and are the sole property of, the Participant.
 - 7.4 The number of Points applied to a Reward claim will be deducted from the Participant's Points balance in the Participant's Programme Account, with the Points issued first in time being deducted first.
 - 7.5 All Rewards are subject to availability and any Reward offered as available on the Programme Website may be substituted by 212F with a similar Reward of approximately the same value and similar features. ANZCO and 212F have no liability to a Participant where an advertised Reward is not available for any reason.
 - 7.6 No cash buy-in or cash part-payment from a Participant for Rewards is permitted.
 - 7.7 Each Reward is subject to the specific conditions on which the relevant Reward Provider provides or makes available the Reward.
 - 7.8 Any dispute concerning a Reward obtained by a Participant will be the Participant's responsibility to resolve with the relevant Reward Supplier. ANZCO and 212F have no responsibility for the dispute itself or for resolving the dispute.
 - 7.9 Each Reward obtained by a Participant will be supplied to the Participant by the relevant Reward Supplier (or its manufacturer, supplier or agent) and will be supplied with any manufacturer's, supplier's or agent's guarantee or warranty (if any) only. No further guarantee or warranty is provided by ANZCO or 212F, and all warranties and representations (including those expressed or implied by law) in respect of Rewards obtained by a Participant are excluded to the extent permitted by law. No claim for a refund of Points or any other form of payment or compensation may be made by a Participant against ANZCO or 212F in the event of any Reward returns, faulty Reward or unsatisfactory service affecting the Participant.
 - 7.10 ANZCO and 212F are not liable for lost or stolen Rewards, including Rewards lost or stolen during the course of delivery.
 - 7.11 ANZCO and 212F are not liable for damage or loss to any Participant or other person (or their property) caused directly or indirectly by any Reward, whether in contract, tort including negligence or otherwise, to the maximum extent permitted by law.
 - 7.12 ANZCO and 212F are not liable if a Participant cannot claim a Reward or redeem a Point for any event or circumstance beyond ANZCO's or 212F's control, the failure of any Reward Supplier to perform its obligations for any reason or any outage in the Programme Website. However, in these circumstances, where a Participant's Points have not been redeemed, the Participant may claim an alternative available Reward under the Programme.
 - 7.13 Rewards cannot be exchanged for other Rewards and are not refundable, replaceable or transferable for cash or credit under any circumstances. Reward redemptions cannot be cancelled or changed once they have been made.
 - 7.14 No cash payment will be made to a Participant or any other person for any unredeemed Points in any circumstances.
 - 7.15 Any Points issued or Rewards provided under the Programme will not impact the price payable for the supply of any livestock to ANZCO by the Participant.
- 8 **Cancellation of participation / termination of Programme**
 - 8.1 ANZCO may terminate a Participant's participation in the Programme for any reason, including where the Participant:
 - (a) fails to comply with these terms;
 - (b) abuses any rights or benefits available to the Participant under the Programme;
 - (c) supplies any misleading information or makes any false or misleading representations to ANZCO or 212F in connection with the Programme;

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- (d) becomes bankrupt or insolvent (including going into receivership or liquidation or being unable to pay its debts as they fall due).
- 8.2 A Participant may terminate its participation in the Programme at any time by giving written notice to ANZCO, in accordance with the termination procedure notified by ANZCO.
- 8.3 If a Participant's participation in the Programme is terminated by either ANZCO or the Participant, any Points held by the Participant will be automatically cancelled (except in ANZCO's discretion).
- 8.4 ANZCO may suspend or terminate the Programme at any time at its discretion. Any decision to suspend or terminate the Programme will be notified on the Programme Website.
- 8.5 On termination of the Programme, any unredeemed Points will be automatically cancelled (except in ANZCO's discretion). ANZCO will not be liable for any loss or claim arising from the suspension or termination of the Programme including any claim relating to any Points balance in a Participant's Programme Account at the time of suspension or termination of the Programme.
- 9 **Privacy**
- 9.1 By agreeing to participate in the Programme, each Participant acknowledges and agrees to the provisions in this clause 9 relating to that Participant's personal information.
- 9.2 Each Participant authorises ANZCO and 212F to collect, use and disclose personal information about them for the purposes of marketing, planning, development and administration of the Programme. This includes in the manner set out in the following clauses.
- 9.3 Personal information of a Participant collected will include contact details, personal details and information about the Participant's activity on the Programme Website and in the Programme.
- 9.4 A Participant's personal information may be used to:
- (a) enable the redemption of Points for Rewards by the Participant under the Programme;
 - (b) administer and manage the Programme, including the Rewards available under the Programme;
 - (c) research and develop the Programme and the Programme Website;
 - (d) compile reports on a Participant's preferences for Rewards; and
 - (e) correspond directly with the Participant during the Programme.
- 9.5 In connection with these activities, a Participant's personal information may be disclosed to Reward Providers, IT service providers and/or delivery or courier businesses.
- 9.6 ANZCO may also use and disclose a Participant's personal information in the circumstances set out in ANZCO's [privacy policy](#) applying from time to time.
- 9.7 Participants have the rights set out in the Privacy Act 2020 in relation to their personal information, including a right under the Act to access, and request correction of, personal information held by ANZCO about the Participant.
- 10 **Tax**
- Each Participant is solely responsible for any tax, duty or other charge imposed by law in relation to the Participant's involvement in the Programme, any Points received or redeemed by the Participant or any other transaction of the Participant within the Programme. Participants should seek advice from their own tax adviser or accountant.
- 11 **Intellectual property**
- All ANZCO's intellectual property relating to the Programme (including the ANZCO Advantage name and brand and the Programme Website) remains ANZCO's sole property. No Participant will hold or acquire any right or interest in such intellectual property.
- 12 **Changes**
- 12.1 ANZCO may amend these terms from time to time. Any amended terms will be posted to the Programme Website and will take effect from the date on which the amended terms are posted.
- 12.2 Amendments to the terms may include changes to the following aspects of the Programme:
- (a) the Rewards available;
 - (b) the way Participants are issued Points;
 - (c) the way Participants can redeem Points;
 - (d) the number of Points required to obtain a Reward; or
 - (e) the number of Points issued and Point conversion rates.
- Any of these changes may be made even if they affect Points already allocated to Participants.
- 13 **Liability**
- 13.1 Without limiting any other term, ANZCO will not be liable, whether in contract, tort including negligence or otherwise, for any:
- (a) loss or damage caused by any factor beyond ANZCO's control; or
 - (b) loss of profit or revenue, or for any special, indirect, incidental or consequential damage, loss or injury of any kind,
- suffered or incurred by a Participant arising out of or in connection with the Programme or these terms, to the maximum extent permitted by law.
- 13.2 ANZCO's maximum liability to a Participant (in the event such liability exists) arising out of or in connection with the Programme or these terms is limited at ANZCO's option to issuing or re-issuing any Points, or the cost of any Reward, in each case directly connected with the Participant's claim.
- 14 **Miscellaneous**
- 14.1 **Construction:** In the construction of these terms, unless the context requires otherwise:
- Currency:* a reference to any monetary amount is to New Zealand currency.
- Inclusion:* referring to anything after the word "including", "include" or "includes" does not limit what else might be included and any such reference is without limitation to what else might be included.
- No rule of construction:* no rule of construction (including the contra proferentem rule) applies to the interpretation of these terms to the advantage or disadvantage of any one party on the basis that a party prepared the terms or any relevant part of them.
- Person:* a reference to a person includes a corporation sole and also a body of persons, whether corporate or unincorporate.
- Statutes and Regulations:* a reference to an enactment or any regulations is a reference to that enactment, or those regulations as amended, or to any enactment or regulations substituted for that enactment or those regulations.
- 14.2 **Entire agreement:** These terms (and any other documentation provided by ANZCO from time to time relating to the Programme) represent the entire agreement in respect of a Participant's participation in the Programme. They replace any earlier representations, warranties, understandings and agreements, whether oral or written relating to the Participant's participation in the Programme.
- 14.3 **Interpretation:** The decision of ANZCO in all matters relating to the interpretation and the application of these terms will be final and binding on all applicants and Participants.
- 14.4 **Severability:** Each term of these terms is separately valid and binding. If any reason any party cannot rely on any term, all other terms will remain valid and binding.
- 14.5 **No waiver:** No delay or failure to act is a waiver. No waiver is effective unless it is in writing and then it will be effective only to the extent that it is expressly stated to be given. A waiver of a breach is not a waiver of any other breach.
- 14.6 **Governing law:** These terms are governed by New Zealand law, and the New Zealand Courts have exclusive jurisdiction in respect of the terms.