

Farmlands Co-operative Society Limited

Choices Rewards Programme Terms & Conditions

Please read these Terms carefully. By participating in Farmlands' Choices Rewards Programme you are acknowledging that you have read and accept these Terms.

Definitions

"**Air NZ**" means Air New Zealand Limited.

"**Air NZ Website**" means the website owned and operated by Air NZ at www.airnz.co.nz, as updated from time to time.

"**Airpoints Dollars**" means loyalty points issued under the Airpoints Programme.

"**Airpoints Member**" means a person or business who has joined the Airpoints Programme.

"**Airpoints Programme**" means the membership programme offered by Air NZ to Airpoints Members in accordance with the Airpoints Programme Terms and Conditions.

"**Airpoints Programme Terms and Conditions**" means the terms and conditions governing the Airpoints Programme, which can be found on the Air NZ Website.

"**Choices Rewards Programme**" means the reward programme offered by Farmlands to its shareholders in accordance with these Terms.

"**Choices Voucher**" means a voucher issued by Farmlands as a reward under the Choices Rewards Programme.

"**Excluded Products**" means:

- a. bulk grains;
- a. commodity traded products including PKE, DDGS and Soya Hulls;
- b. Bulk Fuel that is not purchased through Farmlands Fuel Limited; and
- c. any other goods or services excluded from earning Choices Points on the Farmlands Website from time to time.

"**Farmlands**" means Farmlands Co-operative Society Limited.

"**Farmlands Account**" means all Accounts (however titled) provided by Farmlands to record transactions made by a shareholder.

"**Farmlands Account Terms**" means the Farmlands Terms & Conditions as set out on the Farmlands Website as amended from time to time.

"**Farmlands Card**" means any debit card, credit card or discount card (however branded) issued by Farmlands that is linked and debited to the Farmlands Account.

"**Farmlands Card Partners**" means any agent, merchant, retailer or supplier bound by a supply agreement with Farmlands (including any Farmlands Card or Farmlands Card Partner agreement).

"**Farmlands Website**" means the Farmlands website www.farmlands.co.nz, as updated from time to time.

"**Participant**" means a shareholder with a current Farmlands Account who has not opted out under clause 2.

"**Personal Information**" has the meaning given to that term in the Privacy Act 1993.

"**Purchases Eligible for Airpoints Dollars**" means goods and services that are eligible to earn Choices Points as set out in these Terms, excluding purchases on a Farmlands Account with third party partners and purchases of fuel.

"**Reward**" means benefits, services, goods and facilities which Farmlands may offer in return for a shareholder redeeming a specified number of Choices Points from their Farmlands Account.

"**Shareholder**" means a person recorded in Farmlands' share register as a shareholder (or, in the case of a Farmlands Account provided to a person who is not a Farmlands shareholder, the Account holder).

"**Terms**" means these Choices Rewards Programme Terms & Conditions, as amended from time to time.

Participation

1. Only shareholders that have a current Farmlands Account may participate in the Choices Rewards Programme. Shareholders will be automatically joined to the Choices Rewards Programme when they open a Farmlands Account.
2. Shareholders may opt out of the Choices Rewards Programme by notice in writing under clause 37.

Collecting Choices Points

3. Participants will earn Choices Points each time they purchase goods and services (excluding Excluded Products) using their Farmlands Account from Farmlands stores, the Farmlands Website or Farmlands Card Partners.
4. Information concerning the Choices Rewards Programme, including earn rates for Choices Points, is available on the Farmlands Website and may be amended from time to time.
5. A shareholder will not earn Choices Points on:
 - a. purchases not made through a Farmlands Account;
 - b. purchases made using Choices Vouchers; or
 - c. purchases made through a Farmlands Account with an unauthorised, overdue balance.
6. Farmlands may cancel or decrease a shareholder's accumulated Choices Points balance (at its' discretion) if the shareholder's Farmlands Account has an unauthorised, overdue balance.
7. Farmlands may deduct Choices Points earned by a shareholder if products are returned for any reason and a full or partial refund of the purchase price is given. Choices Points may also be deducted if products are exchanged, unless the exchange is for products with an equivalent value and from a participating Farmlands Card Partner (subject to Farmlands' discretion).
8. Choices Points will be credited to the shareholder on full payment of the shareholder's monthly Farmlands Account by the specified due date.
9. Farmlands will use reasonable endeavours to notify the shareholder of their current Choices Points balance by

recording that balance on the shareholder's monthly Farmlands Account statement.

10. Choices Points will expire 3 years after the date they are credited to the shareholder's Farmlands Account under clause 8.

Redeeming Choices Points

11. Shareholders may redeem Choices Points Rewards that are available under the Choices Rewards Programme. The number of Choices Points required to claim a Reward is subject to change without notice. All Rewards are subject to availability.
12. If a shareholder has insufficient Choices Points to redeem a particular Reward they may use the total balance of the Choices Rewards points credited to their Farmlands Account and pay a cash amount determined by Farmlands as the balance of the transaction (at Farmlands' discretion).
13. Choices Points may be converted to Airpoints Dollars in accordance with clause 21.
14. All Rewards are subject to any terms set out on the Farmlands Website, on the Choices Voucher or other confirmation, or in any other terms relating to the Reward determined by the Reward provider (including any ticket for airline travel). It is the shareholder's responsibility to satisfy any terms imposed by any third party Reward provider including advance booking requirements and any restrictions on and/or fees payable in respect of the cancellation or alteration of bookings.
15. A shareholder cannot claim Rewards using Choices Points recorded in the shareholders Farmlands Account that the shareholder knows, or ought to know, have been recorded in error or as a result of fraud. If, in Farmlands opinion, a shareholder claims a Reward using Choices Points that the shareholder knew, or ought to have known, were recorded against the shareholder's Farmlands Account record in error or as a result of fraud, Farmlands, at its election, may require the shareholder to either promptly return the Reward to Farmlands in its original condition or reimburse Farmlands for the cost of the Reward.
16. Shareholders must accept Rewards in the form offered (eg, shopping vouchers, merchandise or tailored packages). No substitutions will be provided, unless agreed by Farmlands.
17. Farmlands may issue Choices Vouchers for certain Rewards. Farmlands will not replace any lost or stolen vouchers that it has issued as Rewards.
18. Farmlands accepts no liability:
 - a. for unlawful or unauthorised redemptions of Choices Points relating to a Farmlands Account by any party;
 - b. in the event of any accident or injury incurred during the pursuit of any activity or the misuse of Choices Rewards goods and services purchased with Choices Points; or
 - c. otherwise in relation to the Choices Rewards Programme.
19. Only authorised shareholders may redeem Choices Points relating to a Farmlands Account, although additional representatives may be added at the discretion of the shareholder.
20. In no circumstances may Choices Points be redeemed for cash.

Airpoints Dollars Option

21. Shareholders may:
 - a. convert existing Choices Points accrued from Purchases Eligible for Airpoints Dollars into Airpoints Dollars. Shareholders who wish to convert their existing Choices Points into Airpoints Dollars need to go to www.farmlands.co.nz/airpoints and complete the transfer form; or

- b. elect to directly earn Airpoints Dollars on Purchases Eligible for Airpoints Dollars. Shareholders who choose to directly earn Airpoints Dollars will continue to earn Choices Points on purchases made through their Farmlands Account that are not Purchases Eligible for Airpoints Dollars. Shareholders who wish to earn Airpoints Dollars directly need to go to www.farmlands.co.nz/airpoints and complete the registration process.

22. Any Choices Points converted to Airpoints Dollars, or directly earned as Airpoints Dollars, will be subject to the Airpoints Programme Terms and Conditions.
23. Farmlands' shall have no liability to a shareholder or anyone else in relation to Choices Points converted to Airpoints Dollars. Choices Points will be deemed to be converted into Airpoints Dollars when Farmlands receives a transfer form under clause 21.a or at the point that the corresponding Choice Points would have otherwise been credited to the Farmlands Account under clause 8. Farmlands accepts no liability for Airpoints Dollars issued to shareholders who elected to earn Airpoints Dollars directly.
24. Shareholders may terminate their election to directly earn Airpoints Dollars at any time by giving notice in writing to Farmlands however any Choice Points that have been converted into Airpoints Dollars may not be converted back into Choices Points.
25. The availability of the Airpoints Dollars option may be reviewed and amended at the discretion of Farmlands at any time.

Taxation

26. Shareholders may face certain tax issues, including fringe benefit tax and/or gift duty. These are solely the shareholder's responsibility. Shareholders are advised to consult their tax advisor before participating in the Choices Rewards Programme or accruing or redeeming Choices Points or Airpoints Dollars.
27. Farmlands makes no representation about shareholders tax liability as a result of participating in the Choices Rewards Programme or Airpoints Programme. Shareholders are solely responsible for any taxes, duties, levies, fees or other charges levied or imposed by any local and/or central government taxing authority as a result of or in connection with their participation in the Choices Rewards Programme and the accumulation of Choices Points.

Liability

28. Farmlands is not liable for:
 - a. any delay in replacing a Farmlands Card or for any unauthorised use of a Farmlands Account;
 - b. any failure of a shareholder to purchase goods or services under their Farmlands Account in order to accumulate Choices Points;
 - c. any delay by or failure of Farmlands or Farmlands Card Partner in notifying Farmlands of the details of a transaction;
 - d. any loss, theft or damage of any redemptions in the course of post or delivery;
 - e. any failure to notify shareholders of any changes in these Terms;
 - f. the Choices Points available to shareholders, participating companies, qualifying goods and services and/or the number of Choices Points which will be recorded for the purchase of qualifying goods and services; or
 - g. the amendment, suspension and/or termination of the Choices Rewards Programme.

Privacy

29. Information about shareholders (whether provided by shareholders or by Farmlands Card Partners) will be collected and held by Farmlands. Such information will be used by Farmlands, and its agents to provide services relating to the Choices Rewards Programme and the Airpoints Programme including to provide a telephone service centre, accounts, cards and market research. Information from the database will also be used by Farmlands, and its agents, for marketing, planning, product development and research purposes.
30. Each shareholder consents to the collection and use of their personal and other information in the manner set out above and the disclosure of such information to Farmlands agents for the purposes of operating and marketing the Choices Rewards Programme. Information about shareholders may be disclosed to Farmlands agents or participating companies such as Air NZ, and such entities may use the information to contact shareholders if:
 - a. the relevant shareholder consents to that disclosure;
 - b. Farmlands considers on reasonable grounds that such disclosure is necessary to enable the recording of Choices Points in relation to transactions of that shareholder; or
 - c. the shareholder is a prize winner in a competition or promotion run by or on behalf of Farmlands and the information is disclosed for the sole purpose of enabling notification of the prize winner and/or making arrangements for receipt of the prize; or
 - d. Farmlands considers on reasonable grounds that the shareholder may have been involved in fraudulent or illegal activities in relation to the Choices Rewards Programme.
31. Information about shareholders will not be provided by Farmlands to any person except as provided in these Terms or as otherwise permitted by the Privacy Act 1993.
32. Shareholders may, under the provisions of the Privacy Act 1993, request access to and correction of their personal information held by Farmlands. Such requests must be in writing.

Termination

33. Farmlands may suspend or terminate the Choices Rewards Programme at any time without prior notice.
34. Farmlands may amend or withdraw the Choices Rewards Programme, Choices Points or any other benefits at any time. Farmlands will not be liable for any direct or indirect loss suffered as a result of the amendment or withdrawal of the Choices Rewards Programme or Choices Points (or, for the avoidance of doubt, the Airpoints Programme).

Terminating Farmlands Account or Choices Rewards Programme

35. Farmlands may decline to issue, withdraw or cancel a shareholder's Farmlands Card or accumulated Choices Points and/or remove a shareholder from the Choices Rewards Programme at any time where there is reasonable belief of:
 - a. any abuse or attempted abuse of the Choices Rewards Programme or Airpoints Programme;
 - b. any breach or attempted breach of these Terms or the Farmlands Account Terms;
 - c. any behaviour relating to use of the Farmlands Account that involves theft, misconduct, abusive or offensive behaviour, or supplying false or misleading information
36. Notwithstanding clause 35, Farmlands may cancel a shareholder's Farmlands Account or their participation in

the Choices Rewards Programme at any time without notice and without giving a reason for doing so. No consideration will be given for Choices Points earned but not redeemed at the time of termination.

37. Shareholders can choose to leave the Choices Rewards Programme at any time by giving prior written notice to Farmlands. By leaving the Choices Rewards Programme, shareholders forfeit all accumulated Choices Points, subject to clause 38.
38. Participation in the Choices Rewards Programme will terminate on the death, dissolution, receivership or liquidation of a shareholder. The executor of a shareholder that has died may apply to Farmlands to transfer accumulated Choices Points and any other benefits earned but not redeemed to another Farmlands Account.

Acceptance of Terms

39. By using a Farmlands Card or Farmlands Account and participating in the Choices Rewards Programme the shareholder accepts these Terms.
40. A copy of the current version of these Terms can be obtained from Farmlands or viewed online or downloaded from Farmlands' Website.
41. Farmlands may add, change or remove clauses in these Terms at any time without obtaining the consent of the shareholder. Farmlands may advise when changes to these terms are to take effect by notice to the shareholder at its last known address or by advertisement in Farmlands magazine or news media or by displaying the change on the Farmlands' Website homepage.
42. Shareholders who continue to participate in the Choices Programme following a change in these Terms will be considered to have accepted such updated Terms.

General

43. The Choices Rewards Programme may be reviewed and amended at the discretion of Farmlands at any time.
44. Farmlands Accounts, Farmlands Cards and Choices Points cannot be exchanged for cash, transferred, bought, sold or in any way traded.
45. These Terms supersede all previous conditions, understandings, commitments, agreements and representations whatsoever whether oral or written, and constitutes the entire agreement, between the parties, relating to the Choices Rewards Programme.
46. If Farmlands does not exercise or enforce any right available to it under these Terms that will not constitute a waiver of those rights.
47. Each clause of these Terms is separately binding. If any clause is void, unenforceable or otherwise ineffective by operation of New Zealand law the remaining clauses shall continue to be valid and enforceable.
48. If there is any inconsistency between these Terms, the Farmlands Account Terms or any other arrangement between the parties, these Terms shall prevail unless otherwise agreed by Farmlands in writing.
49. These Terms are governed by the laws of New Zealand and the parties submit to the non-exclusive jurisdiction of the Courts of New Zealand in respect of any dispute in relation to these Terms.
50. Farmlands (and its licensors or suppliers, as the case may be) owns all proprietary and intellectual property rights in the Farmlands website (including text, graphics, logos, icons, videos and sound recordings) and the software and other material underlying and forming part of the Choices Rewards Programme.