



# TERMS AND CONDITIONS

These are the conditions of an agreement between PGG Wrightson Ltd and you. By joining the Max Rewards Programme or continuing your existing Rewards membership and/or being issued with a Card, you as Rewards Member and/or Cardholder agree to be bound by these conditions.

These are also the terms and conditions of an agreement between you and Mobil where you opt in to use your Rewards Card as a Mobilcard. By opting in, you agree to be bound by the Mobilcard terms and conditions at [www.mobilcard.co.nz](http://www.mobilcard.co.nz)

## DEFINITIONS

**1.1 “Account”** means a PGW customer monthly trade credit account.

**1.2 “Rewards Member”** means the entity/name in which the Account has been opened, once the Account’s application for membership of the PGG Wrightson Max Rewards Programme has been accepted.

**1.3 “Card”** means the PGG Wrightson Max Rewards Membership Card issued when an Account is enrolled in the PGG Wrightson Max Rewards Programme and includes the Mobilcard where that functionality is selected.

**1.4 “Cardholder”** means the holder of either a Primary or an Additional Card where the “Primary Card” is the first Card issued on an Account and an “Additional Card” is a Card issued subsequent to the Primary Card on the same Account. A “Primary Cardholder” means the holder of a Primary Card and an “Additional Cardholder” means the holder of an Additional Card.

**1.5 “Max Rewards”** means all products and services redeemable for Points and provided by the Programme and includes retail goods, entertainment, travel, special experiences, and services that PGW may add from time to time.

**1.7 “Mobil”** means Mobil Oil New Zealand Limited

**1.8 “Mobilcard”** means optional

functionality for the Cardholder to opt in to use their Card to purchase selected Mobil products direct from Mobil and billed through the Account.

**1.9. “PGW”** means PGG Wrightson Limited and includes its assigned successors and subsidiaries and trademarks.

**1.10 “Points”** means Max Rewards points.

**1.11 “Programme”** means the PGG Wrightson Max Rewards Programme.

**1.12 “Supplier”** means a supplier of a Max Rewards item listed in the Max Rewards catalogue or on the Max Rewards website [www.pgwwmaxrewards.co.nz](http://www.pgwwmaxrewards.co.nz)

**1.13 “Vouchers”** means certificates issued by PGW that may be exchanged for goods or services from a Supplier.

**1.14** The singular includes the plural and vice versa.

## 2. ACCEPTANCE

**2.1** Upon application acceptance, the Rewards Member will be enrolled in the Programme. The Rewards Member will be entitled to start earning Points for spending as described under the heading “Points Accrual in the Programme”.

**2.2** In addition, any other associated Account that relates to the same legal entity as the Rewards Member will also be enrolled in the Programme. For the purposes of clarity, any associated Account set up as a different legal entity will not be enrolled in the Programme unless a separate application is made for that Account.

**2.3** The Account will be charged an annual membership fee for the Programme.

## 3. POINTS ACCRUAL IN THE PROGRAMME

**3.1** Points will automatically accrue on eligible farm transactions with PGW on the Account, subject to the exclusions listed immediately below:

- Accounts outside of PGW’s applicable

customer payment terms

- The Programme annual membership fee
- Third Party Service Providers and on-charges, unless expressly included for earning Points by PGW
- Any item or transaction expressly excluded from earning Points by PGW; and
- Any other exclusion specified from time to time by PGW.

**3.2** When a Rewards Member obtains a refund or reimbursement for charges previously incurred (for example, returned merchandise to PGW) a ‘credit’ is issued to the Account in the amount of the reimbursement granted. Such credits posted including, but not limited to, those arising from returned goods or services, will reduce the Points accrued on the Account. In addition, no Points will accrue as a result of account adjustments resulting from billing disputes or otherwise.

**3.3** Points accrued to an Account do not constitute property of a Rewards Member or Cardholder, are not transferable by operation of law or otherwise to any other person or other entity and cannot be transferred to any other Account or similar Points programme.

**3.4** The amount of Points awarded may change and will vary depending on the products or services purchased, the amount spent and where the transaction takes place. Points earn rates are available on the Rewards website.

**3.5** Points accrued in the Programme have no cash or monetary value.

## 4. ISSUE OF CARD

**4.1** Once Programme membership has been accepted for the Account, the Card will be issued under the Account to an individual’s name (being an individual over 18, as nominated by the Rewards Member) as Primary Cardholder or Additional Cardholder. The Cardholder consents to

Mobil acting as PGW's agent in issuing the Card to them.

**4.2** Each Card will contain the Programme Membership number, the Card number, the Cardholder name and an expiry date. The Cardholder must contact PGW immediately 0800 62 62 62 if the Card is lost or stolen or misused. The Account is liable for all charges and costs and transactions incurred by each Primary Cardholder or Additional Cardholder.

**4.3** The Cardholder may opt in to use their Card as a Mobilcard, subject to Mobil's approval, by calling Rewards on 0800 62 62 62 to activate the Mobilcard and selecting a PIN. The Cardholder must keep the Card safe and the PIN confidential. There is no charge for opting in to use the Card as a Mobilcard, and the Account will be debited with all purchases made on the Mobilcard.

**4.4** Use of the Mobilcard is subject to the Mobilcard Terms and Conditions at [www.mobilcard.co.nz](http://www.mobilcard.co.nz), with the exception that payment is made direct to PGW not Mobil. The Rewards Member and the Cardholder consent to PGW acting as Mobil's agent for the purposes of promotion of the Mobilcard and billing of the Mobil products purchased direct from Mobil.

**4.5** For each supply of Mobilcard products, a transaction receipt (not a tax invoice) will be issued by Mobil to the Cardholder on request. The quantities shown on the transaction receipts shall be prima facie proof of the quantity of Mobilcard products supplied to Cardholders on Mobilcard. Title and risk of loss of or damage to the Mobilcard products shall pass to the Cardholder as soon as possible after the Cardholder has uplifted the nozzle from the fuel dispenser.

**4.6** If PGW is exposed to liability or bound in any way by the Cardholder using their Mobilcard, the Cardholder and Rewards Member jointly and severally indemnify PGW against all claims, actions, losses and expenses of any nature (excluding legal costs on a solicitor client basis) made or brought against or incurred by PGW.

**4.7** Mobilcard charges are debited to the Rewards Member's monthly trade account with PGW. PGW may choose to provide a loyalty and/or prompt payment discount on Mobilcard charges charged to the Rewards Member's monthly trade account as advertised on our Rewards website, and these discounts may be altered or withdrawn at any time. If more than

one Mobilcard transaction exists on the Cardholder's monthly account, rounding differences on individual transactions may occur.

## 5. POINTS REDEMPTION

**5.1** An Account must be within its terms of trade, and Programme membership and/or a Card not cancelled by PGW, Mobil (where the Mobilcard option has been activated), or the Rewards Member or the Cardholder at the time of a redemption request.

**5.2** Points accrued on an Account can only be redeemed by either the Rewards Member or the Primary Cardholder. Additional Cardholders may not redeem Points unless express permission has been granted in writing from the Rewards Member.

**5.3** Upon accumulating the required number of Points, the Rewards Member or Primary Cardholder may redeem Points for Rewards items detailed in the Rewards catalogue or on the Rewards website until the item is withdrawn, replaced or until PGW specifies.

**5.4** If a credit posted to any Account reduces the Points balance below the minimum required to redeem Points for Rewards items, PGW reserves the right to decline any request to redeem Points for Rewards items.

**5.5** All Rewards items are subject to availability. Restrictions may apply as to when a Rewards item can be redeemed. The redemption procedure and any specific terms and conditions of a Rewards item are detailed on our website and on the confirmation letter or Voucher issued to the Rewards Member for the Rewards item. The specific terms and conditions of a Rewards item are binding upon the Rewards Member and in the event of inconsistency supersede these Conditions.

**5.6** Rewards items may differ from those shown in the Rewards catalogue or on the Rewards website. Specifications, style, graphics and colours of Rewards items may change without notice.

**5.7** PGW reserves the right to cancel, change or substitute any Reward, and any specific Condition of a Reward or its use or acquisition at any time with or without prior notice.

**5.8** Rewards items are not exchangeable, refundable, replaceable or transferable.

**5.9** The issue of a Voucher does not constitute a reservation. The Rewards Member is responsible for making all reservations and/or notifying the Supplier

**5.10** PGW may issue a Rewards Confirmation or Rewards Voucher letter depending upon the Rewards Member's choice of Reward. A Reward Confirmation letter confirms a Rewards Member's Reward order and its delivery to the stated address or email. A Reward Voucher letter or email details instructions relating to the collection or redemption of the Reward. In all other respects, Rewards Confirmation and Rewards Voucher letters or emails have the same meaning and are jointly referred to as a 'Voucher'.

**5.11** A Voucher must be used within six months of issue (issue being the date printed at the top of the Voucher). Expired Vouchers will not be re-issued, refunded, cancelled or replaced.

**5.12** A Voucher can only be used by the recipient of the Voucher named on the front. Proof of identification will be required at the time of use or acquisition.

**5.13** This Voucher, or an acceptable copy of this Voucher, must be given or sent to the Supplier if requested, or at time of use, acquisition or reservation, whichever is applicable.

**5.14** The Voucher can only be used for the purpose specified on the Voucher and with the Supplier named on the Voucher.

**5.15** The Voucher cannot be used in conjunction with any other promotion or offer.

**5.16** This Voucher has no cash value and cannot be exchanged wholly or partly for cash.

**5.17** No amendments, re-credits or changes can be made once a Voucher has been requested by the Rewards Member, and neither will any credits or refunds be given for Rewards not taken once a Voucher has been issued.

**5.18** No goods are to be returned by the Rewards Member unless at the absolute discretion of PGW. No returns will be accepted after 14 days from the original dispatch date. All returns must be notified to PGW Rewards prior to the goods being returned (0800 62 62 62). No goods that have been used or opened will be accepted for returns unless under the items warranty terms and the item is damaged or faulty at the time of delivery

to the Rewards Member.

**5.19** By redeeming a Rewards item the Rewards Member releases PGW from any and all liability regarding the redemption or use of any Rewards item or other participation in the Programme.

**5.20** PGW is not the Supplier of Rewards items or of Mobil products purchased on Mobilcard. Any dispute concerning goods or services received as Rewards items, or Mobil products, shall be settled between the Rewards Member and/or the Cardholder, and the Supplier or Mobil as appropriate. PGW will not be responsible or liable for resolving such disputes or for the dispute itself.

**5.21** Any additional products or services or further arrangements made in conjunction with the Supplier in connection with any Rewards item will be the sole responsibility of the Rewards Member.

**5.22** PGW is not responsible for lost or stolen Rewards items, Vouchers or tickets.

**5.23** Information supplied on the redemption of Rewards items may be used by PGW or the Supplier for administrative and marketing purposes.

## 6. CANCELLATION

**6.1** If an Account is not within its terms of trade and/or payments not made on time PGW may cancel enrolment in the Programme or forfeit Points accrued. Where Mobilcard functionality has been selected by the Cardholder, participation in the Programme may also be cancelled or Points forfeited as a result of a Cardholder's failure to adhere to the Mobilcard Terms and Conditions as set out in Schedule 1.

**6.2** The Rewards Member may request cancellation of Programme membership at any time by calling 0800 62 62 62. The Rewards Member or the Cardholder may request cancellation of the Card, or just the Mobilcard functionality of the Card, at any time by calling 0800 62 62 62. If the Mobilcard function of a Primary Card and/or an Additional Card is cancelled, enrolment in the Programme will not be cancelled.

**6.3** If Programme membership is cancelled, Points accrued will be forfeited.

**6.4** Points may not be transferred from one Account to another. However if an Account is closing, the Rewards Member or Primary Cardholder may request any Cards and

Points to be transferred to another Account, provided that both Accounts are part of the same legal entity. This is subject to PGW's approval. Any variation on this condition is at the sole discretion of PGW.

**6.5** All Points have a limited life of two years from the date of being incurred. Should those Points not be redeemed within the subsequent two year period they will become void 24 months after they were recorded. These expired Points will then be deducted from the Points balance recorded on the Account.

## 7. GENERAL

**7.1** PGW reserves the right to terminate, change or vary these Conditions, the Programme and/or a Card, at any time without further notice by placing the most up-to-date version of these Conditions at [www.pggwrightson.co.nz/services/rewards/about-rewards](http://www.pggwrightson.co.nz/services/rewards/about-rewards)

**7.2** Mobil reserves the right to terminate a Mobilcard, and/or change or vary the Mobilcard Terms and Conditions as set out in those Terms and Conditions.

**7.3** PGW reserves the right to cancel, change or substitute any Rewards and any specific condition of a Rewards item or its redemption at any time with or without prior notice.

**7.4** Fraud or abuse in respect of the Programme, Card, Mobilcard or conversion of Points may result in forfeiture of Points or cancellation of an Account or Programme membership or Cards or Mobilcards issued on that Account.

**7.5** All questions or disputes regarding eligibility for the Programme or the eligibility of Points for accrual or conversion of Points will be resolved by PGW at its sole discretion.

**7.6** The determination of liability for any government levies or taxes or other expenses or charges arising out of the accrual or conversion of Points in the Programme shall be the Cardholder's and Rewards Member's sole responsibility.

**7.7** PGW's failure to enforce a particular Condition does not constitute a waiver of that Condition by PGW. If PGW chooses not to exercise a particular Condition, PGW can still do so later.

**7.8** The Cardholder and the Rewards Member agrees that between themselves and PGW: the Programme and Card are

both is supplied and acquired in trade; the Consumer Guarantees Act 1993 does not apply to the Programme or Card (but may apply to Rewards as between the Rewards Member and/or Cardholder and the Supplier) and this clause contracts out of the provisions of the Consumer Guarantees Act in relation to the Programme, the Card and PGW; this clause contracts out of sections 9, 12A, 13, and 14(1) of the Fair Trading Act; the Rewards Member and the Cardholder have not relied on any representations made by PGW in entering into the Programme or applying for or using the Card or Mobilcard; that this clause is fair and reasonable; and that the Cardholder and the Rewards Member had the opportunity if they chose to negotiate these Conditions and receive advice from or be represented by a lawyer in relation to these Conditions.

**7.9** Other than as required by law or as expressly provided in these Conditions, PGW is not liable to the Rewards Member and/or Cardholder in respect of any loss of any nature arising in connection with the Programme or Card whether in contract, in tort (including negligence), under statute, at common law, in equity, or on any other basis. Despite the foregoing, should PGW be found liable to the Rewards Member and/or Cardholder then, to the extent permitted by law, such liability will be limited to \$500.

**7.10** The Cardholder and the Rewards Member agrees to supply PGW with an email address to allow PGW to be able to communicate the Account Points balances and other Rewards and Mobilcard information to them by email.