

## TERMS AND CONDITIONS

By joining the PGG Wrightson Ltd Max Rewards Programme or continuing your existing membership, you agree to be bound by these conditions.

If as a Max Rewards member you also opt in to receive and use a Mobilcard, you agree to be bound by the Mobilcard terms and conditions at [www.mobilcard.co.nz](http://www.mobilcard.co.nz)

### 1. DEFINITIONS

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

1.2 “Cardholder” means the holder of a Mobilcard.

1.3 “Max Rewards” means all products and services listed in the Max Rewards catalogue or on the Max Rewards website [maxrewards.pggwrightson.co.nz](http://maxrewards.pggwrightson.co.nz) that are 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.

1.4 “Mobil” means Mobil Oil New Zealand Limited.

1.5 “Mobilcard” means an optional card provided by Mobil with which the Cardholder can purchase selected Mobil products direct from Mobil and billed through the Account.

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

1.7 “Points” means Max Rewards points.

1.8 “Programme” means the PGG Wrightson Max Rewards Programme.

1.9 “Rewards Member” means an entity that holds an Account, once its application for Programme membership is accepted.

1.10 “Supplier” means a supplier of Max Rewards.

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

1.12 The singular includes the plural and vice versa.

### 2. ACCEPTANCE

2.1 Upon application acceptance, the Rewards Member will be enrolled in the Programme and may earn Points for spending as described in clause 3.

2.2 All Accounts held by the Rewards Member will be enrolled in the Programme. Any Account held by a different legal entity will not be enrolled in the Programme unless a separate application is made for that Account.

2.3 The Rewards Member will be charged an annual membership fee for the Programme, debited to the Account. The fee is set out at [pggwrightson.co.nz/Accounts/Max Rewards/Max Rewards FAQs](http://pggwrightson.co.nz/Accounts/Max%20Rewards/Max%20Rewards%20FAQs)

### 3. POINTS ACCRUAL IN THE PROGRAMME

3.1 Points will automatically accrue on eligible transactions with PGW on the Account, subject to the following exclusions:

3.1.1 Accounts outside of PGW’s applicable customer payment terms

3.1.2 The Programme annual membership fee

3.1.3 Third Party Service Providers and on-charges, unless expressly included for earning Points by PGW

3.1.4 Any item or transaction expressly excluded from earning Points by PGW; and

3.1.5 Any other exclusion specified from time to time by PGW.

3.2 When a Rewards Member obtains a refund or reimbursement for charges incurred (including but not limited to when products are returned to PGW) a ‘credit’ is issued to the Account in the

amount of the reimbursement granted. Such credits 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 are not property of a Rewards Member nor 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 occurs. Points earn rates are available on the at [pggwrightson.co.nz/maxrewards.co.nz](http://pggwrightson.co.nz/maxrewards.co.nz)

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

### 4. MOBILCARDS

4.1 At or after the time of application, a Rewards Member may choose to receive a Mobilcard, subject to Mobil’s approval; and the Rewards Member consents to PGW arranging for Mobil to issue the Mobilcard to them, and for PGW to provide any information about the Cardholder to Mobil to facilitate the same.

4.2 The Cardholder must contact PGW immediately on 0800 62 62 62 if the Mobilcard is lost or stolen or misused. The Rewards Member is liable for all charges and costs and transactions incurred on a Mobilcard.

4.3 The Cardholder must select a PIN and keep the Mobilcard safe and the PIN confidential. There is no charge for receiving 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), except 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 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 provided under the Mobilcard Terms and Conditions.

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 (including 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 Account. PGW may choose to provide a loyalty and/or prompt payment discount on Mobilcard charges charged to the Rewards Member's Account and these discounts may be altered or withdrawn at any time. If more than one Mobilcard transaction exists on the Rewards Member'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 not cancelled by any party at the time of a redemption request.

5.2 Points accrued on an Account can only be redeemed by the Rewards Member, or authorised redeemers that have been identified by the Rewards Member.

5.3 Upon accumulating the required number of Points, the Rewards Member may redeem Points for Max Rewards until any Max Reward 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 Max Rewards, PGW may decline any request to redeem Points.

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

5.6 Max Rewards may differ from those shown in the Rewards catalogue or on the Rewards website. Specifications, style, graphics and colours of Max Rewards 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 Max Rewards 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 notifying the Supplier.

5.10 PGW may issue a Rewards confirmation or Voucher letter/email depending upon the Rewards Member's choice of Max Reward. A Rewards Confirmation letter/email confirms that a Rewards Member has placed a Max Reward order. A Voucher letter/email details instructions relating to the collection or redemption of the Reward.

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 The Voucher, or an acceptable copy of the 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 The Voucher has no cash value and cannot be exchanged 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 Max Rewards are to be returned by the Rewards Member unless under the item's warranty terms or the item is damaged or faulty at the time of delivery to the Rewards Member. Otherwise all returns are at the absolute discretion of PGW. All returns must be notified to PGW Rewards prior to the Max Rewards being returned (0800 62 62 62).

5.19 PGW is not the Supplier of Max Rewards or of Mobil products purchased on Mobilcard. Any dispute concerning goods or services received as Max Rewards, or Mobil products, shall be settled between the Rewards Member, 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.

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

5.21 PGW is not responsible for lost or stolen Max Rewards or Vouchers.

5.22 Information supplied on the redemption of Max Rewards may be used by PGW or the Supplier for administrative purposes and for direct marketing, including electronic marketing, to the Rewards Member (except where the Rewards Member has opted out of electronic marketing).

## 6. OTHER BENEFITS

6.1 PGW may offer additional benefits to a Rewards Member or classes of Rewards Members. PGW may determine which Rewards Members qualify for additional benefits or are part of a class based on any criteria it chooses in its sole discretion. PGW may make certain

benefits available only to certain classes of Rewards Member.

## 7. CANCELLATION

7.1 If an Account is not within its terms of trade or payments not made on time PGW may cancel membership in the Programme or forfeit Points accrued. Where a Mobilcard has been issued, 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 on Mobil's website [www.mobilcard.co.nz](http://www.mobilcard.co.nz).

7.2 The Rewards Member or a Cardholder (in respect of a Mobilcard only) may request cancellation of Programme membership or a Mobilcard at any time by calling 0800 62 62 62.

If a Mobilcard is cancelled, enrolment in the Programme will not be cancelled.

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

7.4 Points may not be transferred from one Account to another. However, if an Account is closing, the Rewards Member may request any Mobilcards and Points to be transferred to another Account, provided both Accounts are held by the same legal entity. This is subject to PGW's approval.

7.5 All Points have a limited life of three years from the date of being incurred unless PGW determines otherwise. Points not redeemed within that period will be void and deducted from the Points balance on the Account.

## 8. GENERAL

8.1 PGW reserves the right to terminate the Programme at any time by written notice, or change or vary these Conditions at any time without further notice by placing the most up-to-date version of these Conditions at [pggwrightson.co.nz/maxrewards](http://pggwrightson.co.nz/maxrewards)

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

8.3 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 acting reasonably.

8.4 Any liability for any government levies or taxes or other expenses or charges arising out of the accrual or conversion of Points in the Programme is the Rewards Member's sole responsibility.

8.5 PGW's failure to enforce a particular Condition does not constitute a waiver of that Condition by PGW. If PGW chooses not to enforce a particular Condition, that does not prevent PGW's future enforcement of that.

8.6 The Rewards Member agrees that between themselves and PGW: the Programme and Mobilcard are both supplied and acquired in trade; the Consumer Guarantees Act 1993 does not apply to the Programme or Mobilcard (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 Mobilcard and PGW.

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

8.8 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.

8.9 The Rewards Member and Cardholder acknowledge that losses and liability arising to any party in relation to the Programme are in the context of PGW facilitating the supply of Max Rewards by third party, and are therefore outside the reasonable control of PGW, and that these terms, including clause 4.6, 8.3 and 8.7, are reasonably necessary to protect PGW's business.