Petstock Rewards Program Terms & Conditions – New Zealand Effective: 10pm NZST 5 June 2024

Definitions

'Application Form' means the application form for Membership as amended by Petstock from time to time.

'Brand Cash' means brand loyalty dollars earned with an eligible purchase transaction on participating brands that are accrued to the Member's account.

'Everyday Rewards account' has the meaning given in the Everyday Rewards T&Cs.

'Everyday Rewards Member' has the meaning given in the Everyday Rewards T&Cs, and 'Everyday Rewards Membership' has a corresponding meaning.

'Everyday Rewards points' has the meaning given in the Everyday Rewards T&Cs.

'Everyday Rewards T&Cs' means the terms and conditions as amended and published on the Everyday Rewards website from time to time, available at www.everydayrewards.co.nz.

'Member' means a person who has applied for membership and whose application has been accepted by Petstock.

'Members' means the members of the Petstock Rewards Program. 'Everyday Rewards' refers to the customer loyalty program which Woolworths NZ operates throughout New Zealand.

'Petstock' or 'we' means Petstock NZ Limited 5721473 and includes where appropriate Petstock's employees, agents, and contractors, officers and related bodies corporate (as that term is defined in the Companies Act 1993).

'Petstock Dollars' means loyalty dollars earned with an eligible purchase transaction that are accrued to the Member's account.

'Petstock Group' means Petstock and its related bodies corporate (as that term is defined in the Companies Act 1993).

'Petstock Rewards Program' means the Petstock loyalty and rewards program operated by Petstock in accordance with these terms and conditions, as amended from time to time.

'Petstock Site' means a Petstock branded store or digital platform in New Zealand.

'Reward' means a benefit accrued or awarded under the Petstock Rewards Program, in accordance with these terms and conditions.

Membership

An applicant may apply to be a Member by signing up:

- In a Petstock store in New Zealand
- On our website at: https://www.petstock.co.nz/sign-up

Membership is only available to individuals. Trusts, partnerships, joint ventures, associations, corporations or any other body corporate cannot apply.

Petstock may (acting reasonably) accept or refuse an application for membership in its discretion. If an applicant does not provide the necessary information on the Application Form, that applicant may not be eligible to participate in the Petstock Rewards Program.

Membership rights are determined by Petstock from time to time and may include discounts for products purchased at Petstock stores.

Discounts and Rewards are personal to the Member noted on the application form and may not be used in conjunction or combination with any other offer or promotion. Member discounts are not available on goods at 'sale' or 'special' prices.

It is the responsibility of the Member to maintain a valid postal address, email address and mobile phone number with Petstock and to keep your Membership details up to date, in order to continue to receive Member benefits.

Participation and Limitation of Liability

By applying for Membership, the applicant acknowledges and accepts the terms and conditions, which apply and are binding on a Member upon the issue of an approved Membership.

Each Member consents and agrees to receive marketing information, offers and special discounts from Petstock. A Member may choose to opt out at any time by either unsubscribing from their notification using the tools provided in the sent communication, by contacting their store or Petstock Head Office on info@petstock.co.nz.

If requested, a Member must produce proof of Membership if seeking the benefit of any Reward, discount or other benefit offered to Members, or upon request by Petstock. This is currently through provision of their Membership number or appropriate form of identification such as a current drivers licence.

Any liability arising out of or in any way connected with a Member's participation in the Petstock Rewards Program is the responsibility of that Member.

Petstock is not liable in any way whatsoever for any injury, liability, loss (including any indirect or consequential loss), damage or expense of any kind to person or property suffered by any Member whether by reason of any act or omission, deliberate or negligent, of Petstock in connection with the Petstock Rewards Program, including injury or loss incurred whilst participating in any activity of the Petstock Rewards Program or Petstock or in any activity in which Members are invited to participate. This condition is subject to any liability which may not be lawfully excluded, in which case such liability will be limited to the greatest extent permitted by law.

All discounts for Members for purchases at Petstock stores are subject to availability.

Member discounts are not negotiable, non-transferable, or redeemable for cash.

To the extent permitted by law, Petstock makes no warranty or representation as to the quality, suitability or merchantability of any goods or services offered or redeemed as Rewards.

Petstock will not be liable in any way if Rewards, discounts, benefits or promotions are unavailable as a result of a technical malfunction, operator fault, errors resulting from computer hardware or software errors or failure.

Petstock does not warrant in any way that the Rewards, discounts or benefits for Members will be available at any particular time or times or in any particular place.

Members indemnify Petstock for and against any loss or claim suffered or incurred by Petstock arising from or in connection with, a breach of these terms and conditions by a Member.

The Petstock Rewards Program, components of the Petstock Rewards Program and its associated promotions may be amended or withdrawn by Petstock at any time without notice.

Petstock does not warrant in any way that the discounts or benefits for Members will be available at any particular time or times or in any particular place.

Everyday Rewards

Customers must be a Member of the Petstock Rewards Program and also an Everyday Rewards Member, link their Petstock Rewards Program account with their Everyday Rewards account, and use your-their Membership when purchasing from a Petstock site to collect Everyday Rewards points.

Members will receive a minimum of one Everyday Rewards point for every dollar spent on all products purchased at a Petstock Site, excluding: all services, including grooming, puppy school, dog wash, veterinary services, daycare and cattery, delivery charges, adoption fees, gift cards, gas bottle and refill sales, business trade account purchases, goods or services notified by Woolworths to Petstock from time to time and products in respect of which the collection or redemption of Everyday Rewards points is prohibited by law.

Everyday Rewards points collected at a Petstock Site may take up to 72 hours to show in your an Everyday Rewards account.

Everyday Rewards points may be redeemed in accordance with the Everyday Rewards T&Cs.

Everyday Rewards Membership and the collection and redemption of Everyday Rewards points are subject to the Everyday Rewards T&Cs which are available at www.everydayrewards.co.nz. Each Linked Member acknowledges and agrees that the collection of Everyday Rewards points under the PETstock Rewards Program will be subject to these terms and conditions and the Everyday Rewards T&Cs.

Any queries with regards to Everyday Rewards in connection with the Petstock Rewards Program need to be submitted in writing to the Petstock head office at info@petstock.co.nz. In case of dispute, Petstock's decision shall be final and binding.

Brand Cash & Petstock Dollars

Effective 10pm NZEST 5 June 2024, Brand Cash and Petstock Dollars will no longer be earned on purchases of products or services online or instore at Petstock Sites in New Zealand.

Unused Brand Cash and Petstock Dollars accrued prior to 10pm NZST on 5 June 2024 will be available for use by that Member online and instore at Petstock New ZealandSites in the same manner and for the same amount of time as available immediately prior to this change occurring, as follows:

- Brand Cash earned on eligible purchases of food, and three packs of flea tick and worming will expire three months after the month in which- the eligible purchase was made;

- Brand Cash earned on eligibles purchases of six packs of flea, tick and worming treatments will expire six months after the month in which the eligible purchase was made:
- Brand Cash can be redeemed prior to expiry on purchases of the same eligible premium food or flea, tick and worming brand, and is not restricted by size, category or type of food: -
- Petstock Dollars earned on eligible purchases will expire 3 months after the date of eligible purchase, unless you make a subsequent purchase of any products online or instore at a Petstock in New ZealandSite during the 3 month period after the date of initial eligible purchase (or any following 3 month period after a subsequent purchase has been made during a maximum 12 month period after the date of initial eligible purchase), in which case the expiry will be extended for another 3 months, up to a maximum expiry of 12 months after date of initial eligible purchase;
- Petstock Dollars can be redeemed prior to expiry on all products, excluding gift cards, pet adoption, microchipping, auto ship purchase and shipping; and:
- Petstock Dollars and Brand Cash earned on goods that are subsequently returned or refunded will be cancelled.

Changes and Termination

Member rights are valid until terminated or cancelled by Petstock (in its absolute discretion) or until the Member notifies their nominated Petstock store that he or she wishes to terminate their Membership.

Petstock may, in its absolute discretion and without giving reasons for its decision, at any time and without notice cancel any membership or substitute advertised discounts for any other item of a comparable value.

A Member may terminate participation in the Petstock Rewards Program by emailing the Petstock Customer Experience Team at info@petstock.co.nz or by contacting their Petstock local store.

Petstock may terminate a Membership without notice for any reason including, without limitation, if a Member:

- fails to comply with these terms and conditions;
- provides Petstock with any misleading information;
- registers and/or activates more than one account.

General

Petstock reserves the right to vary these terms and conditions at any time for any reason and without notice to Members.

A copy of the current Petstock Rewards terms and conditions can be obtained from www.petstock.co.nz.

For the avoidance of doubt, these terms and conditions supersede and replace any and all previous terms and conditions specifically governing the Petstock Rewards Program-.

Members participating in the Petstock Rewards Program and its associated promotions are bound by these terms and conditions and are subject to any other conditions imposed by Petstock from time to time.

Any questions regarding the Petstock Rewards Program should be referred to your local Petstock store or by contacting the Petstock Customer Experience Team at info@petstock.co.nz

Privacy Statement

Petstock's current Privacy Policy can be found <u>here</u>: to view Petstock's Privacy Policy. Petstock collects, handles, uses and protects Members' personal information in accordance with Petstock's Privacy Policy.

Third Party Information

We may disclose your personal information to:

- our employees, other members of the Petstock Group, contractors or service providers, including Woolworths in relation to Everyday Rewards; and
- suppliers and other third parties with whom we have commercial relationships, for business, marketing, and related purposes;

In the unlikely event of an investigation into suspected unlawful or improper activity, a law enforcement agency or government agency may exercise its legal authority to inspect the web server's records (e.g. in relation to hacking or abusive messages). For more information on how we collect and use your personal information, please refer to our Privacy Policy.

Petstock will send relevant offers and/or information from our preferred suppliers to our Members where we feel that information is of particular benefit or of interest to our Members.