

## BizRewards Terms and Conditions

### Definitions

BizRewards Programme – means the programme whereby you earn points on purchases made using your BizRewards Card. Points earned can be used to acquire further goods offered as part of the programme to BizRewards Card Holders. BizRewards Partners – BizRewards partners include Warehouse Stationery Limited, The Warehouse Limited, Noel Leeming Limited and any other BizRewards partner added by us and notified to you in our communications.

There are two types of BizRewards membership holders:

- BizRewards Business Account Holders ("Business Account") – Business Account holders who have signed up to have a Business Account with Warehouse Stationery Limited and are able to use their BizRewards card to charge their purchases to their Business Account. Business Account holders do also have the option of making payment at the time of purchase via other tender if they wish to.
- BizRewards Card Only Members ("Card Only Members" or "Card Only Membership") – Card Only Members are able to pay for their purchases via any tender, other than charging to a credit Business Account. Card Only Membership cards are not associated with a Business Account.

### General Terms and Conditions of Use

How do we use the information we collect from you?

1. Warehouse Stationery Limited ("Warehouse Stationery" or "we" or "us") and its BizRewards Partners, affiliates and authorised agents may hold and use the information we collect from you through the BizRewards Membership programme and through your Business Account, if applicable, on the terms of our Privacy Policy for purposes which include:
  - (a) to assist us and our BizRewards Partners in providing you with a quality service;
  - (b) for our market research purposes;
  - (c) to respond to, and process, your requests; and
  - (d) to inform you of, and provide you with, new and existing products and services offered by us, our associated affiliates or our BizRewards partners.

2. Please refer to our Privacy Policy for more information.

### The BizRewards programme

1. You will earn BizRewards points on purchases made on your Warehouse Stationery Business Account or BizRewards Card Only Membership subject to these Terms and Conditions.
2. You will also earn BizRewards Points on purchases made at any other company that we notify you from time to time (each a "BizRewards Partner").
3. You may use those points to claim specified goods and services that we make available from time to time ("Rewards"), subject to these Terms and Conditions.
4. Use of your Business Account is also subject to the Warehouse Stationery Terms and Conditions of Trade as contained in the Business Account application form, and purchases from a BizRewards Partner may be subject to that BizRewards Partners terms of trade.
5. We reserve the right to amend the BizRewards points earning rate, establish additional (or discontinue) means of earning BizRewards points, to nominate BizRewards Partners where Card Only Member and Business Account holder purchases may be made (or to terminate those BizRewards Partners), and to alter these Terms and Conditions at any time without notice.
6. We also reserve the right to cancel or adjust the balance of BizRewards points if a Card Only Member or Business Account holder ("you" or the "Business Account holder") breaches these Terms and Conditions, if we reasonably suspect your Card Only Membership or Business Account is being operated fraudulently, or for any other reason set out in these Terms and Conditions.
7. You agree and warrant to us that any purchase using your Card Only Membership card or Business Account is made for business purposes and not for personal, domestic, or household purposes.
8. We may terminate the BizRewards programme ("Programme") at any time at our sole discretion. If the Programme is terminated, we will notify you of termination and any claim for a Reward must be made within 30 days of the date of that notification.
9. Notification of any changes to the Programme, the BizRewards points earning rate, changes to available Rewards, and termination of the Programme will be advised to you online at [www.bizrewards.co.nz](http://www.bizrewards.co.nz).

### Your BizRewards card

1. Card Only Members and Business Account holders will be issued with a BizRewards card. Note: A BizRewards card is not a credit card.
2. You may use your BizRewards card to make purchases at all BizRewards Partner stores (including The Warehouse, Warehouse Stationery and Noel Leeming) and at any BizRewards Partner stores as advised to you by us.
3. Business Account Holders – Your presentation of a BizRewards card or quoting your Business Account details:
  - a) at a BizRewards Partner store; or
  - b) on a purchase order sent to us or to a BizRewards Partner electronically, including by fax or email is an irrevocable authority to us to debit your Business Account (or for us to debit your Business Account on behalf of a BizRewards Partner) for the goods or services acquired except where you have paid for the goods at the time of purchasing or ordering using a different tender, i.e. cash, cheque or credit card.
4. Business Account Holders – If you make an online purchase from the Warehouse Stationery website, your entry of your BizRewards number or Business Account details onto that website is an irrevocable authority to us to debit your Business Account (or for us to debit your Business Account on behalf of a BizRewards Partner) for the goods or services acquired, except where you have paid for the goods at the time of purchasing or ordering using a different tender.
5. At this time online purchases cannot be made from BizRewards Partners other than Warehouse Stationery.
6. If you give us written instructions to do so, we will make reasonable efforts to require any person using your BizRewards card in any BizRewards partner store, to also present a physical copy of a purchase order, although we are not liable for any loss or damage you may suffer if this check does not occur.
7. You will not earn BizRewards points on your card if you breach these Terms and Conditions if your Business Account is closed or if you breach the Warehouse Stationery Terms and Conditions of Trade contained in the Business Account application form.
8. You agree not to give or lend your BizRewards card to any person not authorised by you to use your Card Only Membership or Business Account, or to disclose your BizRewards login details to any person not authorised by you to use your BizRewards Card Only Membership or Business Account and claim Rewards.
9. If your BizRewards card is lost or stolen, you should notify us immediately on 0800 222 246. Replacement BizRewards cards will be provided on request, but charges may apply. This can be done by logging into your BizRewards Account at [warehousestationery.co.nz](http://warehousestationery.co.nz) and clicking on the BizRewards Card Options under "QuickLinks", or by contacting [info@stationery.co.nz](mailto:info@stationery.co.nz) to submit your request. We recommend you keep a note of all BizRewards card numbers and who you assign them to for your security.

### Earning BizRewards Points

1. You will earn at least one BizRewards point per one New Zealand dollar spent on qualifying purchases made when you present your BizRewards card (including GST), subject to the exclusions set out in these Terms and Conditions.
2. BizRewards points will not accrue in relation to gift vouchers, phone cards, mobile phone top ups, donations, insurance, freight charges, or other purchases (if any) as advised to you from time to time as purchases that do not qualify under the BizRewards Programme.
3. If you have a Business Account, BizRewards points accrue:
  - a) on qualifying purchases on your Business Account; and
  - b) on other purchases of selected goods and services from BizRewards Partners and/or any affiliates as we may notify you from time to time; and
  - c) if you are an eligible school, on such other qualifying purchases and by such other means as we may notify you from time to time.
4. Your record of how many BizRewards points you have earned is viewable when you login at [www.warehousestationery.co.nz](http://www.warehousestationery.co.nz) and click through to the rewards site on the BizRewards tile. Your points balance ("Points Record") will be updated on a daily basis on weekdays (except public holidays). From time to time, some promotions have points awarded at the end of the promotional period. This will be notified to you in the terms of the promotion.
5. Only whole BizRewards points will be credited to your Points Record. Where your total spend on qualifying purchases includes a fraction of a dollar then, for the purposes only of calculating the number of BizRewards points that have accrued, amounts up to the value of 49 cents will be rounded down to zero and amounts of 50 cents and over will be rounded up to the nearest dollar.
6. If your Business Account is on stop credit, you may continue to earn BizRewards points, however you will be unable to redeem these until the stop credit issue is resolved.
7. BizRewards reserves the right to establish or discontinue additional means of accruing BizRewards points, to amend the BizRewards points earning rate, delete any or all of the means currently recognised; and to add or exclude specific types of transactions from the accumulation of BizRewards points.
8. BizRewards points are only used to determine when a Card Only Member or Business Account holder becomes entitled to a Reward. BizRewards points are not property or a means of payment, and have no monetary value. BizRewards points are not convertible or transferable, cannot be converted into cash or other monetary value, and can only be redeemed for Rewards.

### BizRewards points cancellation and expiry

1. BizRewards points are valid for three years from when they were added to your Points Record. Unused BizRewards points that have not been redeemed in accordance with these Terms and Conditions within 3 years of when they were earned will be cancelled.
2. BizRewards points will be cancelled if the business holding the Card Only Member card or Business Account goes bankrupt, becomes insolvent, goes into receivership or liquidation, or otherwise ceases to operate, or if the Card Only Membership or Business Account is terminated or closed in accordance with the Warehouse Stationery Limited Terms and Conditions of Trade.
3. In the event your Card Only Membership or Business Account is closed, any BizRewards points that remain accrued to the Points Record at that time must be redeemed within 30 days of the date of that notification. BizRewards points that are not redeemed within that period will be cancelled.
4. If we exercise our discretion to terminate the Programme, we will notify you of this termination online at [www.bizrewards.co.nz](http://www.bizrewards.co.nz). Any claim for a Reward must be made within 30 days of the date of that notification.
5. We may cancel BizRewards points at our sole discretion if you breach a material term of these Terms and Conditions, if we reasonably suspect (or if a BizRewards Partner instructs us it reasonably suspects) that your Card Only Member

card or Business Account is being operated fraudulently, or for any other reason at our reasonable discretion including, but not limited to, where BizRewards points were recorded in error or where BizRewards points related to a transaction which was cancelled or where a refund was given.

6. For Business Account holders – It is the intention of us and the Business Account holder that property in any Reward shall not pass until you have paid for the goods purchased on your Business Account that entitled you to claim the Reward.
7. It is further agreed that until such time as ownership of the Rewards shall pass to you, we may give notice in writing to the Business Account holder to return the Rewards or any of them to us. Upon such notice the rights of the Business Account holder to obtain ownership or any other interest in the Rewards shall cease.
8. If the Business Account holder fails to return the Rewards to us then we or our agents may enter upon and into land and premises owned, occupied or used by the Business Account holder, or any premises as the invitee of the Business Account holder, where the Rewards are situated and take possession of the Rewards, without being responsible for any damage thereby caused. You agree not to charge the Rewards in any way nor grant nor otherwise give any interest in the Rewards while they remain the property of us.

### Redeeming Rewards

#### General

1. Details of the Rewards available and the number of BizRewards points required to claim a Reward are available on this website. Assistance with login details may be obtained from our Customer Services Team at 0800 222 246 between 8am and 6pm Monday to Friday (excluding public holidays).
2. All Rewards are subject to availability and may be withdrawn or substituted at any time.
3. To request a Reward, you must have accumulated the specified number of BizRewards points in your Points Record.
4. Subject to these Terms and Conditions, Rewards can only be redeemed via [www.warehousestationery.co.nz](http://www.warehousestationery.co.nz) using your Card Only Member or Business Account holder login, and clicking through to the BizRewards site.
5. Special terms and conditions may apply to individual Rewards and they will be advised to you on this website.
6. Only the person/s authorised by the Card Only Member or Business Account holder and provided with login rights may redeem BizRewards points. If you disclose your Card Only Member or Business Account holder login details to any other person we will deem that person to be authorised by you to claim Rewards.
7. BizRewards points used to claim a Reward will be deducted from your Points Record at the time we receive your request to claim a Reward. The oldest BizRewards points in your Points Record will be deducted first when a Reward is claimed.
8. The number of BizRewards points required to obtain any Reward may be varied at any time by us without prior notice.
9. Once a request for a Reward has been made, it cannot be cancelled or changed for a Reward of any other form.
10. If your Business Account is on stop credit no Rewards will be claimable.
11. Rewards cannot be claimed by pooling the BizRewards points of different Card Only Member cards or Business Accounts, even if the different Card Only Member cards or Business Accounts are held by the same entity.

#### Voucher Rewards

1. All Rewards in the form of vouchers must be used by the expiry date shown on the voucher (if applicable). Additional terms and conditions may also be stated on the voucher and are imposed by the relevant Reward provider. It is your responsibility to satisfy any terms and conditions imposed by any Reward provider. BizRewards is in no way responsible for the quality or suitability of any goods or services purchased using vouchers. Any complaints you have with the Reward provider must be resolved by you.
2. Vouchers will not be cancelled or refunded if lost or stolen.
3. Once a voucher has been issued it cannot be returned or exchanged.
4. Vouchers worth \$500 or more are sent via a "Signature Required Courier" to the primary billing address of the Membership holder provided to us. Someone must be available during the day to sign for delivery. Where we are required to re-deliver a Reward, we may charge you an additional delivery charge.
5. Vouchers will be sent to your primary billing address unless we agree otherwise in writing.
6. Vouchers cannot be used to pay outstanding Business Account balances.

#### Points required for a Reward

1. The number of BizRewards points required to claim a Reward is displayed on our BizRewards page on our website at [www.warehousestationery.co.nz](http://www.warehousestationery.co.nz) and is current at the time of display. We reserve the right to change the number of BizRewards points to claim a Reward from time to time without notice.
2. BizRewards reserves the right to correct at any stage any errors or omissions in the advertised number of BizRewards points required for a Reward and of any fees and charges.

#### Delivery

1. Merchandise Rewards will be sent by courier to the primary Membership holder address we have for you unless we agree in writing to send it to another address.
2. We will send the Reward you claimed within 21 working days (for merchandise) or 8 working days (for vouchers) of the initial redemption, subject to availability. Where a Reward redemption includes both merchandise and vouchers, it will be couriered to your primary physical address within 21 working days.
3. We are not responsible for lost or stolen Rewards after they have been issued or sent to you.
4. Rewards will not be delivered to an address outside New Zealand.
5. If you have not received your Reward(s) within the stipulated time, please email us at [rewards@bizrewards.co.nz](mailto:rewards@bizrewards.co.nz) or contact 09 524 1295. We are not liable for any loss or damage you may suffer as a result of late delivery of a Reward.
6. You may not cancel an order for a Reward due to late delivery.
7. Rewards are considered to be delivered if you have not notified BizRewards of non-delivery of Rewards within 30 days from the date of redemption. After this time, BizRewards will not honour replacement of Rewards nor reinstate any BizRewards points.

#### Returns and Refunds

1. If you are acquiring a Reward for business purposes, you agree that the Consumer Guarantees Act 1993 does not apply to the contract in respect of that Reward.
2. To the extent permitted by law and as otherwise set out in this agreement, we accept no liability for any claim by you or to any other person, including without limitation any claim relating to or arising from:
  - (a) any conditions, warranties, descriptions, representations, conditions as to fitness or suitability for purpose, tolerance to any conditions, merchantability or otherwise of a Reward, whether express or implied by law, trade custom or otherwise; or
  - (b) any representations, warranties, conditions or agreement made by us or our agents and representatives about a Reward, which are not expressly confirmed by us in writing. You agree to indemnify us against any such claim. In any event, our liability under any claim will not exceed the value of the Reward subject to the claim.
3. Nothing in these Terms and Conditions is intended to have the effect of contracting out of the provisions of the Consumer Guarantees Act 1993 except to the extent permitted by that Act, and these Terms and Conditions are to be modified to the extent necessary to give effect to that intention.
4. Merchandise Rewards can only be returned or exchanged where the Reward is damaged prior to delivery, or the incorrect Reward is delivered. Please notify us of the defective, damaged or incorrect Reward within 7 days of delivery. Returns may not be accepted after 7 days of delivery of the Reward. A defective, damaged or incorrect Reward will be replaced or exchanged for another Reward of the same points value.
5. Except as otherwise required by law and as set out above, Rewards cannot be returned or exchanged for BizRewards points, for any other Reward, for any cash or credit, or for any other consideration.
6. Rewards advertised on this website may be under a warranty or guarantee given by the manufacturer of the product or provider of the service. We will provide you with the details of any applicable warranty in the confirmation we send you. We make no warranties or representations either express or implied and expressly disclaim any and all liabilities (including liability for consequential damages) with respect to type, quality, standard, fitness or suitability for any purpose of all Rewards provided under the Programme.

#### What we are not liable for

1. To the fullest extent permitted by law, we and/or any BizRewards Partner:
  - (a) makes no warranties or representations either expressly or implied as to, and expressly disclaims any and all liabilities (including for consequential damages) with respect to the type, quality, standard, fitness or suitability for any purpose of the Rewards;
  - (b) is not responsible for the loss, theft or destruction of Rewards;
  - (c) does not accept any liability with respect to any loss, damage, injury or death arising from the supply or use of (or inability to supply or use) a Reward;
  - (d) is not liable for any delay or inability to provide any Rewards.
2. The information that we have provided about a Reward may contain inaccuracies and you should not rely on that information for any purpose.
3. If we are liable to you under these Terms and Conditions or in respect of any other claim arising from the Programme or a Reward, our liability will be limited to an amount equal to the monetary value of the points or the relevant Reward.
4. BizRewards does not accept any responsibility for transactions charged to your Business Account as a result of a lost or stolen card (unless and until you notify us that your card is lost or stolen in accordance with these Terms and Conditions), or if your card is used without your authority.

#### Questions and queries

1. If you have any questions or queries regarding the Programme (including eligibility for Rewards or accrual of BizRewards points), you should contact BizRewards on 0800 222 246.
2. If you think we or a BizRewards Partner have made an error in relation to your BizRewards points, you need to notify us as soon as possible and in any event within 3 months of the date of the error.

#### General

1. Use of your Business Account is also subject to the Warehouse Stationery Terms and Conditions of Trade as contained in the Business Account application form and available online.
2. If you or anyone using your Business Account breaches the Warehouse Stationery Terms and Conditions of Trade or these Terms and Conditions, we may suspend or exclude you from participating in the Programme.
3. Any tax liability, duty or other government charge or reporting requirement in connection with or on any benefit derived by you from the use of, or receipt of a Reward is your sole responsibility.
4. Any Business Account not used for a period of 3 years or longer may be closed without notification.
5. You may request further details about the Programme by contacting BizRewards on [info@stationery.co.nz](mailto:info@stationery.co.nz) or by visiting [www.bizrewards.co.nz](http://www.bizrewards.co.nz).