# **Rewards Terms & Conditions**

Effective: 17 June 2024

#### **Definitions**

'Application Form' means the application form for Membership as amended by Petstock from time to time, the current version of which is available <u>here</u>.

'App' means Petstock's mobile application called the "Petstock App" (if available).

'Australian Consumer Law' means Schedule 2 to the Competition and Consumer Act 2010 (Cth);

'Autoship' means the subscription services offered by Petstock for the purpose of enabling customers to receive the same goods from Petstock on a recurring basis.

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

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

'Members' means the members of the Petstock Rewards Program.

'Petstock' means Petstock Pty Ltd ABN 80 098 394 588 and includes where appropriate Petstock's employees, agents, and contractors, officers and Related Bodies Corporate.

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

'Petstock Group' means Petstock and its Related Bodies Corporate.

'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.

'Qantas Points' means loyalty points accrued in the Qantas Frequent Flyer Program.

'Related Body Corporate' has the meaning given to it in the Corporations Act 2001 (Cth).

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

'We', 'us' and 'our' are references to Petstock.

'You' and your' are references to you.

# Membership

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

In a PETstock store;

On our website at: <a href="https://www.petstock.com.au/account/register">www.petstock.com.au/account/register</a>; or On our App (if available).

- 2 Membership is only available to individuals. Trusts, partnerships, joint ventures, associations and corporations cannot apply.
- 3 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.
- 4 Membership rights are determined by PETstock from time to time and may include discounts for products purchased at PETstock stores. Where possible, PETstock will notify Members when there are changes to Membership rights in accordance with clause 78 of these terms and conditions.
- 5 Discounts, Rewards and other benefits available in the PETstock Rewards Program are personal to the Member noted on the Application Form and may not be transferred or used in conjunction or combination with any other offer or promotion. Member discounts are not available on goods at 'sale' or 'special' prices.
- 6 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.
- 7 PETstock's St Arnaud, Barham and Cohuna stores do not participate in the PETstock Rewards Program. Purchases made in those stores will not earn Rewards and Rewards may not be redeemed at those stores.

# **Participation and Limitation of Liability**

8 - By applying for Membership, the applicant acknowledges and accepts these terms and conditions, which will apply upon the issue of an approved Membership.

- 9 Each Member consents and agrees to receive marketing information, offers and special discounts from PETstock and PETstock Group members. A Member may choose to opt out at any time by either unsubscribing from notifications using the tools provided in the sent communication or by contacting their store or PETstock Head Office on customerservice@petstock.com.au.
- 10 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.
- 11 Any liability (including for tax) arising out of or in any way connected with a Member's participation in the PETstock Rewards Program is the responsibility of that Member.
- 12 Nothing in these terms and conditions excludes, modifies or purports to exclude or modify the statutory consumer guarantees set out in the Australian Consumer Law (Non-Excludable Guarantees). The Australian Consumer Law implies terms, conditions or warranties into contracts for the supply of goods or services that cannot be excluded (Non-excludable Guarantees).
- 13 If the Australian Consumer Law or any other legislation implies a condition, warranty or term into these terms and conditions or provides statutory guarantees in connection with the goods or services supplier, PETstock's liability for breach of such condition, warranty or other term or guarantee is limited, to the extent it is able to do so, to:
  - in the case of the supply of products, PETstock doing one or more of the following:

replacing the products, or supplying equivalent goods; repairing the products; paying the cost of replacing the goods or of acquiring equivalent products; or paying the cost of having the relevant goods repaired; or

• in the case of the supply of services, PETstock doing either or both of the following:

supplying or arranging for the supply of the services again; and/or paying the cost of having the services supplied again.

14 - Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, PETstock is not responsible for and excludes any liability, loss, damage or expense incurred by a Member in connection with PETstock Rewards Program, including injury or loss incurred whilst participating in any activity of PETstock Rewards Program or PETstock or in any

activity in which Members are invited to participate, except to the extent that such loss, damage or expense arises as a direct result of PETstock's wilful misconduct or negligence.

- 15 All discounts for Members for purchases at PETstock stores are subject to availability.
- 16 Member discounts are not negotiable, are non-transferable, and are not redeemable for cash.
- 17 To the maximum 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; and

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

- 18 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.
- 19 For purchases made online, the Petstock Terms and Conditions, available here, will apply.

#### **Petstock Dollars and Brand Cash**

- 20. Customers must be a Member to qualify to earn Petstock Dollars.
- 21. Members receive \$10 in Petstock Dollars for every \$500 spent on all eligible products (except for equine food products (see condition 25), grooming (see condition 26) and puppy school (see condition 27). See below for the rate that Petstock Dollars accrue on these products and services. Members will not accrue Petstock Dollars for Adoption, Pet sitting, gifts cards, products eligible for Brand Cash, freight, Autoship purchases, gas bottle sales and refills and microchipping.
- 22. Petstock Dollars can be redeemed at any time in-store or online at www.petstock.com.au on all products, excluding gift cards, pet adoption, microchipping, Autoship purchases and shipping.
- 23. Petstock Dollars may be redeemed by the Member immediately after they are earned.

  Petstock Dollars are non-transferable and cannot be redeemed for cash. Petstock Dollars earned on goods and subsequently returned or refunded will be cancelled.

- 24. Petstock Dollars are not earned when a Member opts to price match a product and Petstock agrees to discount the product or service to match the competitor's price (except where matched to Petstock's website).
- 25. Petstock Dollars accrue for vet clinic services only at Petstock VET branded clinics.
- 26. Any queries regarding Petstock Dollars need to be submitted in writing to the Petstock Customer Experience Team at customerservice@petstock.com.au.

# **Equine Food Products**

27. Members will receive \$2.50 in Petstock Dollars for every \$500 spent on equine food products.

# Grooming

- 28. Members receive \$6 in Petstock Dollars for every \$100 spent on grooming services. Grooming services are limited to services performed by a Petstock Groomer and are restricted to the following treatments:
- Parasite control
- · Bathing and drying
- Brushing and combing
- Nail clipping
- Hair clipping
- Ear cleaning / plucking

# **Puppy School**

Members receive \$6 in Petstock Dollars for every \$100 spent on Petstock puppy school.

# **Petstock Dollars Expiry**

If a Member does not make a purchase for a period of three (3) months from the end of the month they made their last purchase, their Petstock Dollars will be cancelled and the balance reverts to zero.

If a Member shops at Petstock at least once every three (3) months and their Membership remains active, Petstock Dollars will expire after twelve (12) months at which time their Petstock Dollars balance will revert to zero.

Members can also track when their Petstock Dollars are expiring by asking a team member instore, when logged into their account online or on the App (if available).

# **Brand Cash**

33. Customers must be a Member to qualify to earn Brand Cash.

- 34. Members will receive Brand Cash to the value of 15% of the scanned price of an individual brand of participating dog and cat premium food and flea, tick and worming treatments, KONG, Greenies, Rogz or selected Litter, which will be automatically added to the Member's Petstock Rewards account.
- 35. Brand Cash is redeemable on the same dog and cat premium food or flea, tick and worming treatment brand or KONG, Greenies, Rogz or selected litter and is not restricted by size or type of food i.e. dry and wet. Brand Cash earned from Premium Food brands cannot be redeemed on treats.
- 36. Brand Cash is redeemable two hours after the transaction in which it was earned.
- 37. Brand Cash is not earned for items ordered on Autoship.
- 38. Brand Cash is not earned when a member opts to price match (except when price matching to Petstock's website).
- 39. Brand Cash is only earned on participating brands and excludes all treats of the same brand. Only available on selected Prime 100 food products. Excludes Hill's Prescription Diet.

# 15% Brand Cash back is available on the following participating brands:

## **Premium Food brands:**

- Advance
- Balanced Life
- Big Dog
- Black Hawk
- Canidae
- Cherish
- Earthborn Holistic
- Eukanuba
- Feline Natural
- K9 Natural
- Glow
- Golp
- Healthy Everyday Pets
- Hill's Science Diet
- Holistic Select
- Ivory Coat
- LifeWise
- Man's Best

- Meals for Mutts
- Prime (spd BARF only)
- Pro Plan
- Royal Canin
- Royal Canin Veterinary Diet
- SavourLife
- Taste of the Wild
- Trilogy
- Vet's All Natural (excluding raw food)
- Wellness Core
- XP3020
- Zero G
- Ziwi Peak
- Supplements:
- Glyde
- ZamiPet
- PAW

# Flea, Tick and Worming treatment brands:

- Aristopet
- Advantage
- Advantix
- Advocate
- Credelio
- Drontal
- Kiltix
- Profender
- Seresto
- Comfortis Plus
- Bravecto
- Capstar
- Cazitel
- Frontline Plus
- HeartGard
- Moxiclear
- NexGard
- NexGard Spectra
- ParaGard
- Interceptor
- Milbemax
- Revolution
- Selapro

- Sentinel
- Simparica Trio
- Simparica

## **Toys, Treats & Leads:**

- Greenies
- Rogz
- KONG
- DGG
- Beco

#### **Litter and Accessories:**

- Breeders Choice
- Catsan
- Catmate
- Ezi-Lock
- Rufus & Coco
- World's Best

The list of products is subject to change from time to time. The current list will be accessible on the Petstock website, so please check back regularly for the updated list. All products and brands are subject to availability.

# **Brand Cash Expiry**

- 41. Brand Cash will expire three months after the month in which it was earned. Brand Cash earned on KONG and Rogz Brand products will expire six months after the month in which it was earned. Brand Cash earned on flea, tick and worming treatments will expire based on the product treatment period, with a minimum expiry of three months e.g. three months for one and three packs, six months for six packs etc.
- 42. You will be reminded that your Brand Cash is expiring via email, so make sure your details are kept up to date!

# **Qantas Points (Qantas Frequent Flyer)**

# General

43. Effective 10 December 2023, Qantas Points will not be earned on products or services at Petstock. If a member shopped a participating brand of the '5x Brand Bonus Points' scheme (**original purchase**), and did not make an eligible repeat purchase by 9 December 2023 in respect of the original purchase, the member will earn bonus 5 Qantas Points per \$1 spent on the original purchase, as if an eligible repeat purchase had been made. These Qantas Points will be awarded by 31 December 2023.

#### **Other Benefits**

# **DIY Dog Wash**

44. Members receive a maximum of one (1) free DIY dog wash at Petstock per calendar year.

#### **Petstock VET**

- 45. Members will accrue Petstock Dollars on dollars spent on vet clinic services at Petstock Vet branded clinics.
- 46. Members will also receive \$20 off their very first Petstock VET consultation as a new client, one (1) free annual nurse dental check and one (1) free nurse weight & nutrition check at a Petstock VET to a maximum of one (1) per Member, per calendar year.
- 47. Dental checks and nutrition checks are only available at Petstock VET hospitals, not animal health centres.

# Changes And Termination CHANGES AND TERMINATION

- 48. Members acknowledge that:
- a. the Petstock Rewards Program is a program that Petstock offers to reward loyal customers;
- b. the Petstock Rewards Program is an additional benefit offered by Petstock to its customers;
- c. from time to time Petstock may need to make changes to aspects of the Petstock Rewards Program, for example, to reflect operational changes, changes in law and changes in suppliers or availability of products; and
- d. it may also need to cancel or vary access to the Program as a result of these changes, or where Members have not complied with the terms of the Petstock Rewards Program.
  - 49. Member rights are valid until:
- e. terminated or cancelled by Petstock (acting reasonably and in accordance with these terms and conditions);
- f. the relevant Rewards expire in accordance with these terms and conditions; or
- g. the Member notifies their nominated Petstock store that he or she wishes to terminate their Membership.
  - 50. If we determine that you have used the Rewards or any discounts in an excessive, unreasonable or fraudulent manner, we may, acting reasonably, cancel, revoke or limit your right to enjoy the Rewards and other benefits under the Petstock Rewards Program immediately by notice to you. If you believe we have unreasonably cancelled, revoked or limited your right to enjoy the Rewards, you can contact our Customer Experience Team at customerservice@petstock.com.au or call 13PETS.

- 51. A Member may terminate their participation in Petstock Rewards at any time by calling the Petstock Customer Experience Team on 13PETS or by contacting their local store. Any Petstock Dollars and Brand Cash accrued at the date of the termination will be forfeited. Any purchases made after the date of the termination will not accrue any Petstock Rewards.
- 52. Petstock may terminate a Membership without notice if Petstock has reason to suspect that a Member is misusing the Petstock Rewards Program, including if a Member:
- (1) fails to comply with these terms and conditions;
- (2) provides Petstock with any misleading information; or
- (3) registers and/or activates more than one account.
  - 53. If a Membership is terminated in accordance with these terms and conditions, Petstock may, acting reasonably in the circumstances, also cancel any Rewards accrued at the date of termination.
  - 54. You acknowledge that certain products or offers available in the Petstock Rewards Program may become unavailable or be otherwise impacted by reasons outside of Petstock's control.
  - 55. Petstock may at any time in its absolute discretion revise any of the Rewards offered in the Petstock Rewards Program or substitute advertised discounts for any other item of a comparable value or change, terminate or cancel Membership rights. Petstock will use its reasonable endeavours to provide notice of any such changes or variations on the Petstock website however in certain circumstances this may not be possible.
  - 56. From time to time, Petstock may need to modify, vary or replace these terms and conditions, for example to reflect changes in laws or changes in our arrangements with our partners and suppliers. Petstock will provide notice to Members of any such variation of these terms and conditions by posting a notice on the Petstock website. Where reasonably possible, the notice period will be 30 days. In some circumstances, it may be necessary to make more urgent changes, in which case we will give you as much notice as reasonably possible in the circumstances. You may cancel your Membership within the period of that advance notice (or at any time), in the event that you do not wish to agree to the relevant change. Please review the Petstock website regularly to check for changes.
  - 57. If you continue to use your Membership following the effective date of the variation to these terms and conditions, you will be deemed to have accepted the revised terms and conditions.

58. Petstock also reserves the right to suspend or terminate the Petstock Rewards Program at any time. Petstock will provide as much notice as reasonably possible in the circumstances (by notification on the Petstock website) of any suspension or termination of the Petstock Rewards Program.

#### General

- 59. These terms and conditions supersede and replace any and all previous terms and conditions specifically governing the Petstock Rewards Program.
- 60. Members participating in the Petstock Rewards Program and its associated promotions are bound by these terms and conditions.
- 61. These Terms are governed by the laws of Victoria, Australia.
- 62. Any questions regarding the Petstock Rewards Program should be referred to your local Petstock store or by contacting the Petstock Customer Experience Team at customerservice@petstock.com.au or calling 13PETS.
- 63. For more information regarding Petstock Rewards, please refer to our Frequently Asked Questions page at <a href="https://www.petstock.com.au/help/faq">www.petstock.com.au/help/faq</a>

# **Submitting Feedback**

- 64. We retain the right and discretion (but not the obligation) to edit, delete, reject or remove any comment which you post or seek to post in the comments areas of the public-facing pages of the website.
- 65. You grant us a non-exclusive, royalty-free, perpetual, worldwide licence to reproduce and deal with any material you submit to us by all means whatsoever (including, without limitation, in print and electronic format).

## **Privacy Statement**

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

## **Third Party Information**

- 67. We may disclose your personal information to:
- (1) our employees, other members of the Petstock Group, contractors or service providers; and
- (2) suppliers and other third parties with whom we have commercial relationships, for business, marketing, and related purposes.

- 68. 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.
- 69. 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.

#### **Business Transfer**

70. Where there is a change in our business ownership or structure (including but not limited to a merger, acquisition or sale of a portion of all or some of our assets, (including our customer databases)) we may undertake a corporate reorganisation, other action or transfer the benefits under the Petstock Rewards Program between our related brands, entities, business partners, affiliates and digital services. In which case, you should be aware that, by agreeing to these terms and conditions, you are consenting to the transfer of the benefits of your Petstock Rewards Program membership to a new owner or successor entity so that the benefits of your Petstock Rewards Program membership can continue to be provided to you. By agreeing to these terms and conditions, you acknowledge that such transfer of the benefits under your Petstock Rewards Program membership may occur, and that any new owner or successor entity can continue to handle the benefits under your Petstock Rewards Program membership as set forth in these terms and conditions.