

Terms and Conditions

The Keith Andrews Rewards programme is facilitated by Smart Loyalty New Zealand Limited and is governed by the terms and conditions as outlined herein (“Terms and Conditions”) and these Terms and Conditions replace all other terms and conditions. The Member consents to the Terms and Conditions by Keith Andrews Holdings Limited New Zealand (The Merchant) enrolling the Member into any affiliated Smart Loyalty Programme or Initiative.

The Merchant and the Member and Smart Loyalty New Zealand Limited (“Smart Loyalty”) are bound by these Terms and Conditions as they relate to each of them individually and/or collectively.

A. Smart Loyalty operates and administers a rewards programme pursuant to which Members of the Merchant gain Points in exchange for exhibiting specific behaviours as determined by the Merchant.

B. Once enrolled in a Smart Loyalty Programme the Person becomes a Member and Points from Eligible behaviours are credited to the Member’s Account.

C. The Member wishes the Merchant to enrol the Member into the Programme as a Member.

D. The Member wishes to utilise and be party to the Programme and to obtain benefits offered by Smart Loyalty, the Merchant and/or other participating merchants.

E. An agreement between the Merchant and Smart Loyalty (“the Agreement”) governs the provisions by which Smart Loyalty provides and administers the Programme and by which the Merchant participates in the Programme.

Definitions

In these Terms and Conditions, unless the context otherwise requires:

1.1 Person means a person deemed eligible to participate in the programme by the Merchant.

1.2 Eligible Behaviours means behaviours specified by the Merchant the Member must exhibit in order to be eligible to be awarded Points.

1.3 Member means any Person accepted by the Merchant as being eligible to accrue Points.

1.4 Member’s Account means the Member’s account administered by Smart Loyalty to which Points are credited and from which Rewards are deducted.

1.5 Merchant means the party that wishes to enroll their Members into the programme and that is a party to the Agreement.

1.6 Points means the points that are credited to the Member's Account from Eligible Behaviours through participation in the Programme.

1.7 Programme means the rewards programme operated by Smart Loyalty as contemplated by these Terms and Conditions.

1.8 Rewards means products or services that are purchased through the Programme by the redemption of Points by the Member.

Governing Laws

These Terms and Conditions shall be governed by the laws of New Zealand and the Parties submit to the exclusive jurisdiction of the courts of New Zealand.

Accrual of Points

3.1 Points shall be accrued by the Member only in respect of Eligible Behaviours that have been authorised by the Merchant and notified to Smart Loyalty pursuant to the Agreement.

3.2 Eligible Behaviours are determined solely by the Merchant and the Merchant reserves the right to adjust or amend the Eligible Behaviours at any time.

3.3 On a regular basis the Merchant will advise Smart Loyalty of the Points to be credited to the Member's Account and make all necessary payments to Smart Loyalty in relation to those Points pursuant to the Agreement.

3.4 Points will be allocated to the Member's Account following completion of components detailed in clause 3.3

3.5 Points accrued by the Member will expire three (3) years after the date they have been credited to the Member's Account.

3.6 Points used to claim Rewards will be utilised on a 'first-in first-out' basis such that they will be deducted from the Points first credited to the Member's Account and provided such Points have not expired.

3.7 Members are only eligible to earn Points (for Eligible Behaviours) effective from their Membership start date as confirmed by the Merchant.

Modification of Terms and Conditions

4.1 Without prejudice to Smart Loyalty's rights under clause 11.2 it is agreed that, with the consent of the Merchant, Smart Loyalty may vary these Terms and Conditions at any time by providing written notice of the variation to the last known email address of the Member.

4.2 A modification to the Terms and Conditions made pursuant to clause 4.1 hereof may not affect the Points then accrued to the Members Account through use (other than by the Member) forfeiture or expiry.

Responsibilities of the Merchant and Smart Loyalty

5.1 The allocation of Points is solely the responsibility of the Merchant and any claim by a Member with regard to allocation of Points will be resolved between the Member and the Merchant.

5.2 The redemption and administration of Points and the provision of Rewards under the Programme are solely the responsibility of Smart Loyalty and any claim by a Member with regard to redemption or administration of Points or the provision of Rewards under the Programme will be resolved between the Member and Smart Loyalty.

5.3 It is acknowledged that Smart Loyalty is a service provider for the provision of the Programme and the Merchant is not a partner, joint venturer, sub-contractor, agent, servant or employee of Smart Loyalty.

5.4 Neither Smart Loyalty nor the Merchant shall be liable or responsible to any person or company for or on account of any error in the allocation or calculation of Points and in no circumstance shall Smart Loyalty or the Merchant be held liable for any loss of business or profits or for any other consequential loss or damage suffered by the Member or any other person or company in relation to the provision of the Programme.

5.5 It is the responsibility of the Merchant to notify Smart Loyalty in writing of any Members that are to be removed from the programme. Once a Member has ceased being a Member of the programme pursuant to this Clause, the Member has thirty (30) days to redeem any remaining points in their account before they expire.

Termination by the Member

6.1 Failure to comply with the terms and conditions.

6.2 Supplying any misleading information or making misrepresentations to Smart Loyalty.

6.3 Membership of the Programme may be terminated by the Member providing notice in writing to the Merchant or to Smart Loyalty that the Member wishes to be removed as a Member of the Programme.

6.4 Points in the Member's Account will be forfeited on termination of membership if not redeemed pursuant to these Terms and Conditions.

6.5 Points are not transferable or assignable and cannot be converted for cash.

6.6 Death or bankruptcy of a Member.

Termination by the Merchant or Smart Loyalty

7.1 The Programme will terminate immediately in the event that Smart Loyalty enters into liquidation, becomes insolvent, ceases to trade or decides to discontinue the Programme (“Termination”) and the Member will be notified of Termination by Smart Loyalty and will be entitled to redeem all of the available Points in the Member’s Account at the date of Termination in Rewards.

7.2 The Merchant may terminate the programme as per the terms of the agreement between the Merchant and Smart Loyalty.

7.3 The Merchant may remove any Member from the programme at their sole discretion by notifying Smart Loyalty.

7.4 In the event that Smart Loyalty has sent notice of Termination to the Member’s last known email address and the Member has not redeemed the Points in the Member’s Account within thirty (30) days of such notification being sent to the Member then Smart Loyalty shall have no further obligation to the Member for the redemption of Points and those Points will become the property of Smart Loyalty.

Notice

8.1 Any notice or communication given to Smart Loyalty pursuant to these Terms and Conditions shall be given to the postal or e-mail address specified at clause 11.3.

8.2 Any notice or communication given to the Member pursuant to these Terms and Conditions shall be given to the address specified by the Member or to such other address as the Member has specified in writing to the Merchant and Smart Loyalty.

Smart Loyalty Personal Information Notice

9.1 Smart Loyalty will collect information about the Member including information provided:

9.1.1 by the Merchant (and other merchants participating in the Programme) concerning Eligible Behaviours; and

9.1.2 from other sources as required to ensure that the Member obtains the maximum benefit from membership in the Programme;

9.2 The Member consents to Smart Loyalty and the Merchant collecting information in relation to the Member and utilising it:

9.2.1 to promote services offered by all participating merchants relating to the Programme including but not limited to special product offers, discounts on purchases, special savings and collection of Points;

9.2.2 for marketing, product development and research purposes; and

9.2.3 for disclosure to merchants in distributing promotional information.

9.3 Information in relation to the Member will be held by Smart Loyalty at its premises in Hamilton and pursuant to the provisions of the Privacy Act 2020 the Member may make written request for access to and correction of personal information held by Smart Loyalty. Please see our Privacy Policy for more information.

9.4 A fee to cover the reasonable costs incurred by Smart Loyalty in responding to a request for information by the Member may be charged and if a fee is payable then Smart Loyalty will advise the Member of the amount of the fee and obtain payment before responding to the request.

Liability

10.1 Smart Loyalty will not be liable for:

10.1.1 Any failure or delay by a Merchant to notify Smart Loyalty of an Eligible Behaviour.

10.1.2 Any loss, theft or damage to any Rewards in the course of post or delivery.

10.1.3 Any Reward not being available for any reason.

10.1.4 Any failure by the Reward provider to meet the terms and conditions, the schedule of Rewards, participating companies qualifying goods and services and/or number of Points which will be recorded or deducted in relation to any Rewards.

10.2 All conditions and warranties whether expressed or implied and whether arising under legislation or otherwise as to the condition, suitability, quality, fitness or safety of any Rewards supplied under the Programme are expressly excluded to the full extent permitted by law.

10.3 Any liability Smart Loyalty may have to a Member under legislation in respect of Rewards which cannot be excluded is limited where permitted to supplying or paying the cost of supplying the Rewards again or repairing or paying the cost of repairing Rewards at Smart Loyalty's option.

10.4 Smart Loyalty provides the Programme for participating businesses and each exclusion or limitation of liability in these terms and conditions also applies to each of those participating businesses and their directors, employees and agents.

General

11.1 The determination of liability for any government levies or taxes or other expenses or charges arising out of the accrual or conversion of Points or claiming of Rewards under the Programme shall be the sole responsibility of the Member.

11.2 Smart loyalty reserves the right to cancel, change or substitute any reward and specific term and condition of a reward or its redemption at any time with or without prior notice.

11.3 The details of notice for Smart Loyalty are:

Smart Loyalty
PO Box 370
Hamilton

Phone: 07 848 2394

Fax: 07 848 2395

Email: info@smartloyalty.co.nz

Easy Discounts Terms and Conditions

Please refer to each specific 'Easy Discount' for the relevant Terms and Conditions of the supplier and the offer, deal or discount. Smart Loyalty will do their best to ensure all offers are up to date but is in no way responsible or accountable for the delivery (or non-delivery) of the actual offer, deal or discount. Offers are subject to change and may be updated or removed at any time and even though it may still be visible in the associated Smart Loyalty programme app, the offer may have expired. It is the responsibility of the individual person attempting to redeem the offer to check with the associated supplier when purchasing to confirm the offer is still applicable.