

## Fiber Fresh New Zealand – Fiber Gain Club Membership

### Terms and Conditions

#### Registration Details

1. Fiber Fresh of New Zealand Limited (“Fiber Fresh”) operates a membership club for valued customers located within the North or South islands of New Zealand. Ruminant Fiber Fresh Club Membership will require that the individual complete a club registration form providing the following details:
  - (a) First and Last Name.
  - (b) Contact Address.
  - (c) Delivery Address.
  - (d) Cell Phone Number; and
  - (e) Email address.
2. Once the registration form is submitted, the individual will be a “Club Member”.
3. Club Members will receive newsletters, offers, information and other promotional material that the Club Member can unsubscribe from when an email is received.
4. By registering to become a Club Member, you are accepting these Terms and Conditions.
5. Club membership will entitle Club Members to the participate in promotions from time-to-time.
  - (a) Entries must be received by the stated competition closing date.
  - (b) By participating in this competition, Fiber Fresh is granted exclusive permission to use your names in connection with any current or future promotions and/or for marketing purposes and you waive any claims to royalty, right or remuneration for such use.
  - (c) The winners will be notified either email or telephone and Fiber Fresh will make reasonable attempts to contact the winners but if they are unable to be contacted within 7 days of the closing date, then Fiber Fresh may determine another winner.
  - (d) The prize cannot be exchanged for cash, vouchers or alternative prizes/products.
  - (e) The Judge's Decision is final and no correspondence will be entered into.
  - (f) The prize winner's first name and nonspecific details may be used for promotional purposes in newsletters/website material and will be posted on the relevant Facebook page or FiberGain Club emails
  - (g) Fiber Fresh employees are not eligible to win the promotion.
  - (h) Prize will be dispatched to a New Zealand address registered with the FiberGain Club or made available for pick-up from a select location.

Club membership will entitle Club Members to the following deals which will change and be amended from time to time at the sole Discretion of Fiber Fresh.

6. The Bulk Deal (Deal 1):

(a) If a member purchases in bulk 9 pallets or more of Fiber Fresh Products in a single order they will receive each pallet for a discounted purchase price of \$859.00 (plus GST) per pallet.

(b) The member can then choose to have the product delivered in up to three separate deliveries, each delivery can be delivered to a different location so long as the location is operated by the same club member.

(c) Under this Bulk Deal club members will also be able to order extra pallets at the discounted price of \$859.00 (plus GST) per pallet for a period of 90 days from the date of their first order.

7. The Bonus Deal (Deal 2):

(a) When a club member purchases a pallet at the retail price of \$909.00 (plus GST) the member will earn a 1 bag credit that can be applied to the next season's Fiber Fresh product orders.

(b) Such orders will be delivered in one delivery but throughout the club membership the club member can order the pallet be delivered to different locations that the member operates.

(c) All unused bag credits will expire annually on 30 November in the year following the year in which the credit was earned.

Privacy

7. Personal information about Club Members, including the personal information collected upon registration, and other personal information such as purchase details, history, business profile and preferences, will be collected directly from Club Members only, and held by Fiber Fresh. Fiber Fresh may need to disclose some personal information to third party agents as required to operate the Club, including to satisfy deals on behalf of Fiber Fresh, for example, delivery and retail providers. Personal information will be collected, used, and disclosed only for purposes connected/related to Club membership, including but not limited to satisfy deals, communicate with Club Members, and for marketing, planning and research purposes.

8. Personal information collected will be stored within the Fiber Fresh accounting and CRM system for 10 years and will only be held for as long as the Club Member remains a member, following which time it will be permanently destroyed within 12 months.

9. By registering as a Club Member, you consent to the collection, use, disclosure, storing and destruction of your personal information as set out above.

10. Personal information about Club Members will not be shared by Fiber Fresh to any person or other entity except as provided in these Terms and Conditions or as otherwise permitted by the Privacy Act 2020.

11. Club members are entitled to request access to their personal information held by Fiber Fresh, and request correction of such personal information, at any time in accordance with the Privacy Act 2020.

## Termination

12. Fiber Fresh may suspend or terminate the Ruminant Fiber Fresh Club, including any Membership, deals or other Club-related matter at any time without prior notice and shall not be liable to any member for any loss or damage incurred as a result.

13. Club members may withdraw from the Ruminant Fiber Fresh Club at any time. Fiber Fresh will not be liable for any direct or indirect loss suffered as a result of the withdrawal, any accrued benefits will be forfeited upon withdrawal.

## General Details

14. Fiber Fresh may add, change or remove clauses in these Terms and Conditions at any time and will make all reasonable efforts to advise of the changes. Members who continue to participate in the Ruminant Fiber Fresh Club following a change in these Terms and Conditions will be considered to have accepted such updated Terms.

15. If there is any inconsistency between these Terms, or any other arrangement between the parties, these Terms shall prevail.

16. Except for liability that may not by law be excluded, Fiber Fresh shall not be liable under or in connection with these Terms and Conditions for any cost, expense, loss or damage suffered by any participant, even if such cost, expense, loss or damage was reasonably foreseeable, and whether arising from breach of contract, tort, negligence, breach of statutory duty or otherwise.

17. These Terms and Conditions are governed by New Zealand law and any dispute arising out of or in connection with them will be subject to the exclusive jurisdiction of the New Zealand courts.