

**New World Clubcard
Terms and Conditions
As at 27 August 2018**



1. Membership

1.1 The purpose of the New World Clubcard loyalty programme (“Clubcard”) is to offer our regular New World customers who become members, benefits that are not available to other shoppers, including the issue and use of a Clubcard to obtain member discounts at New World, access special member offers and shopping benefits, obtain New World Dollars and to collect Fly Buys points or earn Airpoints Dollars at New World stores nationwide and collect Fly Buys points at Fly Buys retailers nationwide or earn Airpoints Dollars at the following retailers and wholesalers (currently Henry’s, Liquorland, Trents and Gilmours) on qualifying transactions.

1.2 Clubcard is operated by Foodstuffs (N.Z.) Limited (“Foodstuffs”) with participation from Loyalty New Zealand Limited (“Loyalty NZ”) in relation to Fly Buys and Air New Zealand Limited (“Air NZ”) in relation to Airpoints.

1.3 Clubcard membership is free and there is no card fee. To join, simply complete the online registration [here](#), complete the application form and return it to any New World Customer Service desk in-store or register by phoning the Clubcard Helpline on 0800 80 70 70 during normal business hours.

1.4 Clubcard is intended for use by people located in New Zealand and is not intended for use by people located outside New Zealand. All Clubcard members must be residents of New Zealand or have a valid New Zealand mailing address.

2. Acceptance of Terms and Conditions

2.1 These Terms and Conditions (together with any amendments from time to time) govern Clubcard. Submitting a completed application to become a member, any use of your Clubcard or Clubcard membership number or other participation in Clubcard will be deemed acceptance of these Terms and Conditions.

2.2 Additional terms and conditions will apply for optional elements of Clubcard, for example competitions, prize draws and any online shopping offering. Participation in any such optional element will be deemed acceptance of such additional terms and conditions.

3. Cards

3.1 On joining, you will be issued with a Clubcard personalised with your name. You should sign your Clubcard as soon as you receive it. If you want to access Club Deals immediately on joining, you may obtain a Temporary Club Deals Card (see section 3.6 of these Terms) to use until your personalised Clubcard arrives.

3.2 The Clubcard is issued by and remains the property of Foodstuffs, and must be returned to Foodstuffs on request or destroyed when no longer valid or required by us. If your Clubcard is lost or stolen you agree to notify us immediately by contacting the Clubcard Helpline on 0800 80 70 70, who will issue you a replacement card.

3.3 Should a member opt to collect Fly Buys points on their Clubcard at any time they must become a member of Fly Buys (if they are not already), and Fly Buys Membership Terms and Conditions will apply. These can be viewed at flybuys.co.nz.

3.4 Should a member opt to earn Airpoints Dollars on their Clubcard at any time they must become a member of Airpoints (if they are not already). The Airpoints™ Programme is subject to the [Airpoints Terms & Conditions](#), [Air NZ Privacy Policy](#) and [Website & Mobile App Terms of Use](#). These can be viewed at airnewzealand.co.nz. By becoming a member of Airpoints you will also receive a separate Airpoints card in the post.

3.5 Your Clubcard can be used at New World to access Club Deals, and redeem New World Dollars, and to collect Fly Buys points or earn Airpoints Dollars as applicable. In addition, the Clubcard can be used at Fly Buys retailers throughout New Zealand to collect Fly Buys points on qualifying transactions and at the following retailers and wholesalers (currently Henry's, Liquorland, Trents and Gilmours) to earn Airpoints Dollars on qualifying transactions.

3.6 Digital Clubcard - If you prefer you can use a digital version of your Clubcard. To do this you need to download the New World App onto your mobile phone from the App Store or Google Play and scan or enter your Clubcard barcode into the App. The digital Clubcard works the same as your physical card and when you scan it at New World stores you will receive the same Clubcard benefits. Please note, you need to keep your physical Clubcard to redeem New World Dollars which are loaded on your Clubcard. When we refer to scanning a Clubcard in these Terms and Conditions we mean either your physical Clubcard or your digital Clubcard as stored on the New World App.

3.7 Temporary cards – A temporary card may be used to enable the holder to access Club Deals, but may not be used to redeem New World Dollars, collect Fly Buys points or earn Airpoints Dollars.

Until you receive your personalised Clubcard, you will need to use your separate Fly Buys or Airpoints card to collect Fly Buys points or earn Airpoints Dollars, if you have one.

3.7.1 Temporary Club Deals Card – It may take up to 15 working days for your Clubcard to arrive in the post. In the interim, once you've submitted your completed application to us, you may collect a Temporary Club Deals Card from any New World store.

3.7.2 Tourist Club Deals Card – If you are a tourist visiting New Zealand and do not have a permanent New Zealand mailing address, you may collect a Tourist Club Deals Card from any New World store.

3.8 You may only have one physical Clubcard issued in your name at any one time.

3.9 Subject to clause 3.6, the Clubcard is not transferable, cannot be copied, bought or sold, and can only be used by the member who is named and registered for the card or their partner/spouse or other family member. Proof of identification may be requested at any time.

3.10 Your Clubcard is not a credit card, debit card or gift card and you cannot load money onto the card other than New World Dollars during specific redemption periods.

4. Collecting Fly Buys points or earning Airpoints Dollars

4.1 You must select one – When you first join Clubcard you can choose to either collect Fly Buys points or earn Airpoints Dollars with your Clubcard. You may not collect rewards under both programmes on a single transaction using your Clubcard.

4.2 You must first be a member of the relevant rewards programme (Fly Buys and/or Airpoints) in order to collect Fly Buys points or earn Airpoints Dollars with your Clubcard. If at the time of completing your application to join Clubcard, you are not a member of either rewards programme you will be asked to join one or the other.

4.3 Information on the collection of Fly Buys points using your Clubcard, including minimum spend levels and non-qualifying items can be viewed at the website flybuys.co.nz

4.4 The earning of Airpoints Dollars using your Clubcard at New World stores is based on qualifying spend levels and will be facilitated by a Clubcard partner. Every qualifying \$25 spent at a New World store will earn \$0.185 Airpoints Dollars. The earning rate is subject to change from time to time.

4.5 To collect your pre-selected Fly Buys points or Airpoints Dollars, you must scan your Clubcard at a New World store checkout at the time of purchase. Should you forget to do this, you may at

Foodstuffs discretion have the Fly Buys points or Airpoints Dollars manually added to your account after the time of purchase upon production of a valid receipt, provided you were a Clubcard member at the time of the purchase and the receipt belongs to you.

4.6 You may also use your Clubcard to collect Fly Buys points on transactions with Fly Buys retailers throughout New Zealand or to earn Airpoints Dollars at the following retailers and wholesalers (currently Henry's, Liquorland, Trents and Gilmours).

4.7 From time to time, you may be eligible to collect bonus Fly Buys points or earn bonus Airpoints Dollars using your Clubcard. Further terms and conditions may apply.

4.8 You may change your rewards programme selection – You may change your preferred Clubcard rewards programme from Fly Buys to Airpoints or from Airpoints to Fly Buys at the discretion of Foodstuffs. To change your rewards programme selection, go [here](#) or contact the Clubcard Helpline on 0800 80 70 70. Once approved, you will be sent a new Clubcard that is branded with your rewards programme choice. You will then be able to either collect Fly Buys points or earn Airpoints Dollars on use of your Fly Buys or Airpoints branded Clubcard in New World stores. While you are able to change your rewards programme selection in accordance with this clause, you are not able to transfer any points balance from one rewards programme to the other at the time of the change.

4.9 Temporary cards – No Fly Buys points or Airpoints Dollars will be awarded when a Temporary or Tourist Club Deals Card is used. You should continue to use your usual Fly Buys card or Airpoints card (if you have one) in conjunction with a Temporary Card.

5. New World Dollars

5.1 You may redeem your Fly Buys points for New World Dollars by contacting Fly Buys during specific times throughout the year ("Redemption Periods"). The Redemption Periods during which you can redeem your Fly Buys points for New World Dollars will be set by Loyalty NZ and Foodstuffs. Redemption of Fly Buys points to New World Dollars will not be permitted outside these Redemption Periods.

5.2 You will need to load a PIN on your Clubcard before you can use your New World Dollars to pay for goods at New World. Go online or call the Clubcard Helpline on 0800 80 70 70 to load your PIN.

5.3 Once you have loaded a PIN on your Clubcard, New World Dollars can then be used as a form of payment for purchases made at New World (excluding North Island self-service checkouts). 1 x New World Dollar will be equivalent in value to 1 New Zealand Dollar (NW 1 = \$1 NZD).

5.4 You can redeem a maximum of 500 New World Dollars (\$500) made up of fixed multiple amounts during each Redemption Period. The total value of New World Dollars redeemed will be loaded against your Clubcard for use by the cardholder.

5.5 Once a redemption for New World Dollars is processed by Fly Buys (Loyalty NZ), it cannot be reversed unless the redemption was processed due to a system or data error.

5.6 The maximum New World Dollar balance permitted to be available on a Clubcard at any one time is 2,000 New World Dollars i.e. \$2,000.

5.7 Where New World Dollars are used as payment at New World, no change will be given. The amount of the purchase using New World Dollars will be deducted from the available New World Dollar balance on your Clubcard and the balance (if any) will remain for future use. Your remaining New World Dollar balance will be printed on your till receipt or you can contact the Clubcard Helpline on 0800 80 70 70 for an up-to- date balance.

5.8 If you have insufficient New World Dollars to cover the total cost of a purchase at New World, you can use New World Dollars as part payment together with EFTPOS, debit card, credit card or cash with a purchase at a New World store to pay for the balance.

5.9 New World Dollars expire 24 months after they are loaded on your Clubcard and cannot be exchanged or refunded in full or in part for Fly Buys points or cash. Unused New World Dollar balances become nil on expiry.

5.10 You may gift your New World Dollars to another Clubcard member by contacting the Clubcard Helpline on 0800 80 70 70.

5.11 On the death of a member their Clubcard membership will terminate. Any unused New World Dollar balance or other benefits earned but not redeemed at the time of the member's death will be cancelled for no consideration. Fly Buys points and Airpoints Dollars balances will be subject to the applicable reward programme terms and conditions.

6. New World Club Deals

6.1 From time to time, Clubcard will offer member specials and discounts on products ("Club Deals"). To receive a Club Deal you must scan your Clubcard at the New World checkout at the time of purchase.

7. Online shopping

7.1 In the event that Foodstuffs introduces online shopping as a Clubcard member benefit, this service will be subject to additional online shopping terms and conditions provided by Foodstuffs.

8. Your responsibilities

8.1 Up-to-date contact details – As a Clubcard member, you must provide us with your correct full legal name and personal contact details such as your postal address, phone number and email address (if you have one). Please advise us of any changes to your personal or membership details by contacting the Clubcard Helpline on 0800 80 70 70. Foodstuffs will not be liable for any loss of benefits resulting from your details being out of date or inaccurate.

8.2 Email address and mobile phone contact – By providing us with an email address and/or mobile phone you authorise us to use it to contact you to validate your email address or mobile phone number, send any communications in relation to Clubcard, special offers, prize draws, competitions, product updates, regular newsletters and any other Clubcard related benefits and promotional communications to you using your email address and/or mobile phone number, as applicable. You can at any time manage your Clubcard email preferences by clicking ‘Your Preferences’ within an email you receive from us. You can also opt out of receiving Clubcard promotional communications via email or mobile phone altogether by logging in, contacting the Clubcard Helpline on 0800 80 70 70, clicking on the unsubscribe link within an email you receive from us (for email communications) or texting “Stop” at any time (for text communications).

8.3 Airpoints programme communication – If you elect to join Airpoints and/or earn Airpoints Dollars, Air NZ may send you Airpoints programme communications to your email address. This will include Airpoints offers and account information, partner communications and service messages. Update your email communication preferences at any time by going to the My Profile page at airnz.co.nz.

8.4 Fly Buys programme communication – If you elect to join Fly Buys, Fly Buys may send you Fly Buys programme communications to your email address. This will include Fly Buys offers and account information, partner communications and service messages. Update your email communication preferences at any time by logging in to My Account at flybuys.co.nz.

8.5 Protect your Clubcard and PIN – You are responsible for the safe-keeping of your Clubcard, including any security details such as a PIN loaded on the Clubcard, and you must notify Foodstuffs

immediately if your Clubcard is lost or stolen. We will not be held responsible for any loss arising from you failing to safe-guard your Clubcard, your PIN or security details.

9. General

9.1 Foodstuffs reserves the right, at any time without notice, to terminate Clubcard, decline to issue a Clubcard, amend these Terms and Conditions, alter or suspend any Club Deal, and on reasonable grounds, withdraw, suspend or cancel a Clubcard and/or Clubcard membership.

9.2 Foodstuffs is not liable for any delay in the delivery or replacement of a Clubcard, any loss, theft or damage of a Clubcard in the course of post or delivery, any system outages that prevent the use of New World Dollars as a payment option at a New World store and any non-fulfilment of a Club Deal due to the unavailability of products at a particular New World store.

10. Privacy

10.1 Foodstuffs collects and holds personal information in accordance with its obligations under the Privacy Act 1993 (Privacy Act).

10.2 From time to time Foodstuffs may need to obtain personal information from you in the course of providing the Clubcard programme to you. Personal information is any information about you that identifies you, or by which your identity can reasonably be ascertained.

10.3 To register with Clubcard, you will need to provide us with certain personal information, which may include your name, address, email address, phone number and other requested information. In addition, we may collect various other information from you when you purchase goods or services from us or scan your Clubcard (including transactional data).

10.4 By joining and participating in the Clubcard programme and using your Clubcard, you agree that Foodstuffs may collect, store and use your personal information to do any of the following:

- contact you in relation to your Clubcard membership and provide you with the benefits of being a Clubcard member and having a Clubcard;
- contact you (or allow a store to contact you) in relation to store transactions where you have scanned a Clubcard;
- identify and determine Clubcard deals and other member benefits, or offers or promotions that may be relevant to you, your family or household based on what you like to buy;
- provide you (or allow a third party to provide you) via post, email, text, phone, social media channels, online or otherwise with details of special offers, discounts, prize draws, competitions and information about products and services offered by New World or other brands, that may be of

interest to you, your family or household;

- enable Air NZ to open, operate and administer the Airpoints programme (including rewards and benefits) as set out in 10.5 below, if you are or become an Airpoints member;
- enable Loyalty NZ to open, operate and administer the Fly Buys programme (including rewards and benefits) if you are or become a Fly Buys member;
- conduct research related to your supermarket shopping;
- use your personal information for other Foodstuffs marketing and promotional purposes;
- take actions required to keep your information secure;
- undertake data analytics, insights or data mining (including the anonymization or aggregation of your personal information with other data to identify patterns and trends), and use the full benefit of that analysis; and
- such other purposes we make known to you at the time of collection.

10.5 By earning Airpoints Dollars through your purchases with us, you agree that your personal information may be:

- disclosed to and held by Air NZ and its contractors and accessed by us;
- anonymised and disclosed by Air NZ in a limited manner to other third party partners of the Airpoints Programme (“Airpoints Partners”); and
- collected by Air NZ and/or Airpoints Partners, anonymised and accessed by us in a limited manner, in order to enable us or Air NZ to identify and present you with offers that may be of interest to you (including by sending you commercial electronic messages, including by email) and generally to operate and develop our, Air NZ’s or Airpoints Partners’ businesses.

10.6 By joining New World Clubcard and using your Clubcard, you agree that Foodstuffs, Loyalty NZ and Air NZ may share your personal information for the purposes listed in clauses 10.2 to 10.5 and that Foodstuffs may also share your personal information to our related companies, including Foodstuffs North Island Limited and Foodstuffs South Island Limited, agents working on behalf of Foodstuffs (such as mailing and research companies, data hosting suppliers and other suppliers), Foodstuffs North Island Limited and Foodstuffs South Island Limited’s suppliers, and a Foodstuffs North Island Limited or Foodstuffs South Island Limited franchisee New World store owner or store manager for the purposes set out in clauses 10.2 to 10.5, provided that unless required by law, we will not otherwise pass on your personal information to a third party.

10.7 Security of personal information is important to us and we will take reasonable steps to protect your personal information from misuse, loss, unauthorised access, modification or disclosure.

However, you acknowledge that security of the transmission of data over the internet can never be

guaranteed. To the maximum extent permitted by law, Foodstuffs will not be liable for any direct or indirect damage or loss if any third party gains unauthorised access to your information.

10.8 Under the Privacy Act you have the right of access to your personal information that we, Loyalty NZ or Air NZ hold about you, and to have that information corrected and/or updated. To access, correct or update information we hold about you please call the Clubcard Helpline on 0800 80 70 70. Your personal information will be held by Foodstuffs (N.Z.) Limited at 60 Roma Road, Mt Roskill, Auckland 1041. To contact Air NZ for this purpose, please refer to Air NZ's privacy policy on Air NZ's website. To contact Loyalty NZ for this purpose, [please refer to Loyalty NZ's privacy policy here.](#)

10.9 If you find that information we hold about you is incorrect, please contact us immediately and we will correct it. Our contact details are above.

11. How can the terms be changed

11.1 We can change these Terms and Conditions at any time, without notice to you by updating them on the Clubcard website. The revised terms will take effect when they are posted and your continued use of the Clubcard programme means you agree to our revised terms.

12. Governing law and disputes

12.1 The Clubcard programme is governed by New Zealand law. If we have any issues which need to be resolved by a Court, you agree to the exclusive jurisdiction of New Zealand Courts.