

Huon Aquaculture – Fresher Rewards Program

This document sets out the Terms and Conditions which apply to the Huon Fresher Rewards Program (**Rewards Program**). It also contains information about how to use the Rewards Program.

Any queries regarding the Rewards Program should be directed to fresherrewards@huonaqua.com.au or phone (03) 6295 8111 between 9.00am and 5.00pm (AEDST/AEST) Monday to Friday, excluding public holidays.

1 Definitions

1.1 In this document the following terms have the following meanings:

Consequential Loss means loss of profits; loss of revenue; loss of production; loss or denial of opportunity; loss of access to markets; loss of goodwill; loss of business reputation, future reputation or publicity; damage to credit rating; loss of use; indirect, remote, abnormal or unforeseeable loss, or any similar loss arising out of these Terms and Conditions or the Rewards Program, whether or not it was in the reasonable contemplation of the parties at the time of execution of this document.

End Use Customers means any person or Organisation who:

- (a) has an ABN;
- (b) utilises Huon products; and
- (c) does not purchase Huon products directly from Huon, including but not limited to independent retail wet fish stores, independent retailers, restaurants, food service outlets, sushi groups and independent sushi stores within Australia.

Huon means Huon Aquaculture Company Pty Ltd (ABN 86 067 386 109)

Rewards Program means the 'Fresher Rewards' program being carried out by Huon, the Terms and Conditions of which are set out in this document

Rewards Program Account means a personalised account created by Program Participant using the Rewards Program App.

Rewards Program App means the mobile application available for download in the Android and Apple App stores and used to participate in the Rewards Program.

Organisation means an entity which carries on business in Australia, including, but not limited to companies, partnerships, sole traders and trusts.

Personal Information has the meaning given to that term in the *Privacy Act 1988* (Cth).

Points means a virtual reward point accumulated by participating in the Rewards Program and scanning Promotional Products.

Promotional Product means:

- (a) a box of Huon Aquaculture 'A' Grade Head On Guttled Salmon;
- (b) a box of salmon fillets;
- (c) a box of Huon Aquaculture 'A' Grade Head On Guttled Ocean Trout;

- (d) a box of ocean trout fillets;
- (e) a single packet of random weight Chef Series Cold Smoked Salmon;
- (f) a single packet of random weight Chef Series Classic Trim Cold Smoked Salmon;
- (g) a single packet of random weight Chef Series Wood Roasted Hot Smoked Salmon;
- or;
- (h) any other product that Huon determines to be a Promotional Product in accordance with clause 4.10.

Program Participant means an End Use Customer who has applied for, and has been approved by Huon to participate in the Rewards Program.

Redemption means the redemption of a Redeemable Item using Points through the Rewards Program.

Redeemable Item means any items available for redemption using Points.

Terms and Conditions means the Terms and Conditions set out in this document.

2 Application to Participate

2.1 Huon provides End Use Customers with the opportunity to participate in its Rewards Program by applying to establish a Rewards Program Account.

2.2 Applications to participate in the Rewards Program may be made by any End Use Customer who:

- (a) is a natural person over the age of 18 years; or
- (b) is an Organisation which has the legal capacity to contract in Australia; and
- (c) consents to the use of their Personal Information in accordance with clause 8.

2.3 To make an application to establish a Rewards Program Account, End Use Customers may download the Huon Aquaculture Fresher Rewards mobile application and complete the application process.

2.4 Any cost associated with postage, downloading and accessing the Rewards Program App or accessing the Rewards Program website is the Project Participant's responsibility and is dependent on the internet service provider used by the Project Participant.

2.5 Upon receipt of an application to participate in the Rewards Program, Huon will notify the End Use Customer as to whether or not they have been issued with a Rewards Program Account.

2.6 Huon has the right to accept or reject any application for membership in the Rewards Program in its sole discretion.

2.7 The Rewards Program will solely be conducted through the Rewards Program App.

- 2.8 Each Program Participant is only entitled to one Rewards Program Account per person or Organisation.
- 2.9 Participation in the Rewards Program and use of the Rewards Program App is subject to the Terms and Conditions set out below. By establishing a Rewards Program Account you agree to be bound by these Terms and Conditions.
- 2.10 If, at any point, a Program Participant wishes to stop participating in the Rewards Program or the Project Participant does not agree to be bound by these Terms and Conditions, the Project Participant must cease participating in the Rewards Program immediately and must notify Huon in writing via email to fresherrewards@huonaqua.com.au
- 2.11 The Rewards Program cannot be used in conjunction with any other offer or promotion by Huon.
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3 Membership Obligations

3.1 Program Participants must:

- (a) comply with these Terms and Conditions;
- (b) not abuse or misuse any benefits of the Rewards Program, services or arrangements accorded to a Program Participant as a result of participating in the Rewards Program, including by:
 - (i) supplying or attempting to supply false or misleading information, or making a misrepresentation to Huon;
 - (ii) selling, assigning or transferring, or offering to sell, assign or transfer any Rewards Program Account or Redeemable Item;
 - (iii) acting in a hostile, abusive or aggressive way towards Huon, its employees and representatives; or
 - (iv) creating multiple Rewards Program Accounts that each receive Points.

3.2 Each Program Participant is responsible for regularly checking its Rewards Program Account and keeping its membership details up to date. Program Participants must notify Huon via email to fresherrewards@huonaqua.com.au of any changes, omissions or incorrect details upon becoming aware of them. Huon is not responsible or liable for any failure of a Program Participant to notify Huon of any such changes, omissions or incorrect details, or for any incorrect information notified to Huon.

3.3 If a Program Participant breaches these Terms and Conditions, Huon may:

- (a) suspend the operation of the Program Participant's Rewards Program Account;
- (b) cancel or refuse to honour any claim for a Redeemable Item, or if such claim has been made, cancel or refuse to honour the delivery of the Redeemable Item;
- (c) cancel any Points in a Program Participant's Rewards Program Account; or
- (d) terminate a Program Participant's Rewards Program Account in accordance with clause 12.

3.4 Unless otherwise required by applicable laws, Huon will not be liable to a Program Participant for any loss or damage suffered as a result of Huon exercising its rights under clause 3.3.

4 Accruing Points

- 4.1 To accrue Points, Program Participants must:
- (a) purchase and receive a Promotional Product; and
 - (b) scan the unique barcode of the Promotional Product using the Rewards Program App (each Promotional Product will contain 1 unique barcode).
- 4.2 Program Participants will be awarded Points based on the quantity of Promotional Products purchased by the Program Participant at the rate that applies to those Promotional Products as notified by Huon from time to time.
- 4.3 Scanned Promotional Products will be verified by Huon by cross checking the unique barcode with Huon's database of dispatched products.
- 4.4 Once a unique barcode is scanned it can no longer be scanned by any further Program Participant. In the event that a barcode has already been scanned a message will alert the person attempting to scan the barcode.
- 4.5 Huon will use all reasonable efforts to ensure that all verified claims will be fulfilled within eight (8) weeks from the time the Redemption occurs. Huon accepts no responsibility should the delivery take longer than eight (8) weeks for reasons beyond its reasonable control.
- 4.6 Only the unique barcode on a Promotional Product may be scanned to redeem Points. Purchase receipts, physical labels or other purchase identifiers will not be accepted unless Huon, in its sole discretion, decides to credit Points to a Rewards Program Account based on these purchase identifiers.
- 4.7 Huon reserves the right, at any time, to verify the validity of claims for Points. Points are not transferrable or redeemable for cash.
- 4.8 Purchase of any Promotional Product is subject to availability and it is the responsibility of the Program Participant to check the availability of Promotional Products with the Huon Aquaculture State Representative.
- 4.9 From time to time, Huon may add additional products as Promotional Products to the Rewards Program. These additional Promotional Products may only be available for a limited time, in a limited quantity, and subject to additional terms and conditions including the number of Points that are awarded for the purchase of those additional products. Program Participants will be notified of any new Promotional Products via the Rewards Program App and / or direct email.

5 Redeeming Points

- 5.1 In order to redeem Points for Redeemable Items, a Program Participant must:
- (a) choose a Redeemable Item within the Fresher Rewards app Rewards section;

(b) have enough Points in their account to claim the chosen Redeemable Item; and
(c) liaise with the Fresher Rewards Program Manager to arrange delivery time and location of the Redeemable Item.

- 5.2 Redemptions made through the Rewards Program App may be subject to follow up enquires, investigations or security and verification checks as Huon determines to apply in its absolute discretion. The Redemption will be ineligible if the unique barcode (and/or purchase receipt/tax invoice) is mutilated, illegible, stolen, forged, reconstructed, altered, incomplete or tampered with in any way, or if these documents fail any of the Promoter's security and verification checks.
- 5.3 Huon accepts no responsibility, and will not be liable for damage or personal injury arising out of the use of a of Redeemable Item.
- 5.4 If there is a dispute as to the identify of a person attempting Redemption, Huon reserves the right, in its sole discretion, to determine the identity of the person.
- 5.5 In accordance with clause 3.2, Program Participants are responsible for ensuring that Huon has their correct details (including postal address). In the event that a Program Participant provides Huon with incorrect details or fails to update Huon with their correct details, Huon takes no responsibility and will not be liable for any loss of a Redeemable Item or a Redeemable Item being delivered to an incorrect address. In either case, the Redeemable Item will be forfeited and no additional or replacement Redeemable Item will be provided.
- 5.6 Huon will not be responsible or liable for any delays in the supply of the Redeemable Item to the Program Participant.
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6 Protection of Membership Details

- 6.1 For Program Participants to access their profile on the Rewards Program App, Program Participants must create a login and password. Program Participants are solely responsible for the confidentiality and use of their password, as well as for any activity undertaken using their profile.
- 6.2 Unauthorised use and allocation of a Program Participant's login and password may lead to termination or suspension of the Program Participant's profile and access to the App.
- 6.3 Program Participants must notify Huon immediately if they become aware that their login and password have been compromised, or if there has been any unauthorised access to their profile or the Rewards Program App.
- 6.4 If an individual uses or accesses a Rewards Program Account on behalf of an Organisation, the Organisation warrants that the individual is authorised by the Organisation to access and use the Rewards Program App and the Rewards Program Account on behalf of the Organisation.

6.5 Huon accepts no responsibility and will not reverse or modify any transactions made to a Rewards Account, by a person within an Organisation who does not have the authority to do so.

7 Ending, Suspending or Altering the Rewards Program

- 7.1 Program Participants acknowledge that Huon gives no undertaking as to the continued availability of the Rewards Program
- 7.2 Huon reserves the right to make changes to these Terms and Conditions or the Rewards Program at any time. Alterations will be notified to Program Participants via the email address provided by the Program Participant at the time of creating a Reward Program Account. Alterations will take effect 30days from the date that Huon notifies Program Participants of the change.
- 7.3 Huon may end the Rewards Program at any time and for any reason. If Huon decides to end the Rewards Program, Huon will endeavour to provide Program Participants with 90 days' notice in writing (either via the Rewards Program App or to the email address provided by the Program Participant at the time of creating a Reward Program Account). In this situation any Points left in a Program Participant's Rewards Program Account will remain Redeemable up until the date the Rewards Program ends. Following this, all Points will be forfeited and the Rewards Program App will cease to operate.
- 7.4 Program Participants acknowledge that there may be situations which require Huon to immediately:
- (a) make changes to these Terms and Conditions or to the Rewards Program. In this situation, Program Participants will be notified of the change, however such change will take effect immediately; or
 - (b) end the Rewards Program. In such circumstances, all Points in a Program Participant's Account will be forfeited.
- 7.5 Program Participants acknowledge that if the Terms and Conditions are amended, the Rewards Program is amended, or the Rewards Program is ended, Huon will not provide compensation for forfeited Points or for any other reason related to the amendment or the conclusion of the Rewards Program.
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8 Privacy and Information Security

- 8.1 Huon respects Program Participant's right to privacy and will collect and manage Program Participant's Personal Information in accordance with the Privacy Act 1988 (Cth) and our privacy policy which can be found at <http://www.huonaqua.com.au/privacy>
- 8.2 Huon's Privacy Policy contains information about how Program Participants may opt out, access, update or correct their personal information, how Program Participants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with.
- 8.3 Huon collects Personal Information directly from a Program Participant to conduct the Rewards Program and may, for this purpose, disclose a Program Participant's Personal Information to third parties, including but not limited to agents, contractors, service

providers and gift suppliers, but any such disclosure will be limited to what is necessary for the purposes of the Rewards Program.

8.4 Subject to clause 8.5 Huon will not disclose a Program Participant's Personal Information to entities outside Australia.

8.5 From time to time, Huon may request a Program Participant's consent to provide their Personal Information to Huon's related bodies corporate, and to third party suppliers of Redeemable Items some of whom may be based overseas, for the purpose of providing support to Program Participants in relation to a specific Promotional Product or Redeemable Item. Program Participants acknowledge that if such consent is not provided, then Huon may be unable to provide the Program Participant with specific products and services.

9 Intellectual Property

9.1 Any information, copyright, patents, trademarks, design rights, trade secrets and other intellectual property rights (Intellectual Property Rights) provided to a Program Participant through use of the Rewards Program App are solely for a Program Participant's personal and/or internal business needs. All Intellectual Property Rights are owned by Huon, its related bodies corporate and/or its service providers.

9.2 Program Participants may not reproduce, adapt, modify, communicate to the public, or otherwise use the Rewards Program App or any Intellectual Property Rights in the App for commercial purposes without Huon's prior written consent.

10 Liability

10.1 Nothing in these Terms and Conditions affects any rights a Program Participant may have and which by law cannot be excluded, including under the Consumer and Competition Act 2010 (Cth) (ACL).

10.2 Subject to clause 10.1, Huon and any of the officers, employees, agents and contractors of Huon are not liable for:

- (a) any loss of any kind and any liability Huon may have to a Program Participant based in negligence, breach of contract or otherwise, arising under or in connection with the Rewards Program, including any changes to the Terms and Conditions or the Rewards Program; and
- (b) the condition, suitability, quality, fitness or safety of any Redeemable Item.

10.3 If a court or person who has legal capacity to exercise powers of adjudication finds that Huon is liable for any matter related to the Rewards Program, we agree that Huon's maximum aggregate liability for all claims under or relating to the Rewards Program or these Terms and Conditions is limited to an amount equal to 5% of the total value of Promotional Products purchased by that Program Participant in the immediately preceding 12 month period.

10.4 We agree that neither party will be liable to the other, or to any third party, for Consequential Loss.

11 Warranties

11.1 All express or implied warranties, representations, statements, Terms and Conditions relating to these Terms and Conditions, or its subject matter, not contained in these Terms and Conditions are excluded to the maximum extent permitted by law.

11.2 Participant's acknowledge and agree that:

(a) Huon does not warrant or represent that the Rewards Program App is complete, accurate, current, free from errors or omissions, programming bugs or viruses;

(b) the availability of the Rewards Program App may be subject to numerous factors, including routine maintenance and factors outside our control (such as malfunction in equipment or software, internet access difficulties, delay or failure of transmission or a failure of a third party service provider), and Huon makes no warranty in relation to availability; and

(c) Huon will use reasonable endeavours to ensure that the Rewards Program App is secure. However, it is possible for any electronic data transfer to be intercepted by others. By using this service, Project Participants understand that their information may be read or intercepted by others. Huon does not accept liability for the interception or hacking of data by unauthorised third parties;

11.3 Subject to clause 10.1, If any condition or warranty is implied into these Terms and Conditions under ACL and cannot be excluded, and Huon is able to limit a Program Participant's remedy under the ACL for a breach of such condition or warranty, then our liability is limited to one or more of the following at our option:

(a) in a case where Redeemable Items are goods, the replacement of the goods or the supply of equivalent goods, the repair of the goods, the payment of the cost of replacing the goods or of acquiring equivalent goods, or the payment of having the goods repaired; or

(b) in a case where Redeemable Items are services, the supply of the services again, or the payment of the cost of having the services supplied again.

12 Termination

12.1 Huon reserves the right to terminate a Program Participant's Rewards Program account by providing 30 days written notice to the email address provided by the Program Participant at the time of creating a Reward Program Account. In such circumstances accrued Points will be available for Redemption up until the termination takes effect. Following this date all accrued Points will be forfeited.

12.2 Huon reserves the right to terminate a Program Participant's Rewards Program account immediately if, in Huon's sole discretion:

(a) a Program Participant has breached these Terms and Conditions;

(b) a Program Participant has tampered with or has attempted to tamper with the claim process under the Rewards Program;

(c) a Program Participant has, in Huon's opinion, engaged in fraud, improper or unlawful conduct in relation to the Rewards Program;

- (d) Huon reasonably suspects, or has evidence that, a Program Participant's use of the Rewards Program App is being used to compromise the security of Huon's information technology systems;
- (e) Unauthorised use of a Program Participant's Rewards Program account has occurred in accordance with clause 6.2

12.3 If one of the situations described in clause 12.3 occurs, all Points in a Program Participant's Rewards Program Account will be immediately forfeited. In such a situation Huon will not provide compensation for forfeited Points or for any other reason related to the termination.

12.4 A Program Participant may terminate their Rewards Program account at any time. Program Participants understand that if they chose to terminate their Rewards Program account, their account balance will be immediately terminated.

13 General

13.1 The non-exercise of, or delay in exercising, any power or right of a party does not operate as a waiver of that power or right, nor does any single exercise of a power or right preclude any other exercise of it or the exercise of any other power or right. A power or right may only be waived in writing, signed by the party to be bound by the waiver.

13.2 The Terms and Conditions and the Rewards Program are governed by and will be construed in accordance with the laws of the Tasmania, Australia irrespective of where the application for Membership in Rewards Program has been completed by the Program Participant.

13.3 In any action or other legal process with respect to any matter or thing in connection with these Terms and Conditions and/or the Rewards Program each Program Participant submits to the non-exclusive jurisdiction of the State of Tasmania.

13.4 If part or all of any clause of these Terms and Conditions is illegal, invalid or unenforceable then it will be read down to the extent necessary to ensure that it is not illegal, invalid or unenforceable, but if that is not possible, it will be severed from these Terms and Conditions and the remaining provisions of these Terms and Conditions will continue to have full force and effect.