

## **Terms and Conditions MF (Mediterranean Foods) FoodClub Loyalty Programme**

Welcome to the MF FoodClub Loyalty Programme - you are now on track to earn MF Rewards and benefits from exclusive FoodClub specials and have the opportunity to enter competitions only open to FoodClub members.

These are the Terms and Conditions which govern the Programme. By getting the MF FoodClub card, or applying for and/or registering your personal details, you agree to these Terms and Conditions.

If you have a MF FoodClub card, you can earn MF FoodClub points when you shop or dine at La Pizzeria LTD trading as Mediterranean Foods Newtown Trattoria & Deli. More information on how to earn different Rewards is set out below.

Terms and Conditions:

- a) "MF FoodClub" means Mediterranean Foods Food Club
- b) "MF FoodClub points" means a form of reward currency, available to be earned when purchasing goods at La Pizzeria LTD trading as Mediterranean Foods Newtown Trattoria & Deli
- c) "MF FoodClub card" means the card generated when you join the MF FoodClub Loyalty Programme
- d) "MF FoodClub Voucher" means the voucher that is generated as a result of accumulating MF FoodClub points in accordance with these Terms and Conditions, and can be only used towards the purchase of products at La Pizzeria trading as Mediterranean Foods Newtown Trattoria & Deli
- e) "Programme" means MF FoodClub Loyalty Programme
- f) "Reward currency" means MF FoodClub Loyalty Programme Points (Medipoints)
- g) "Terms" means these Terms and Conditions
- h) "We, Us, Our" means La Pizzeria trading as Mediterranean Foods Newtown
- i) "Website" means [www.medifoods.co.nz](http://www.medifoods.co.nz)
- j) "You" means an individual, never a company

### **FoodClub Loyalty Programme**

- 1) You must use your legal name on the MF FoodClub Loyalty Programme Registration and Application forms.
- 2) MF FoodClub card and rewards only apply and can be redeemed at La Pizzeria LTD trading as Mediterranean Foods Newtown Shop & Trattoria, 42 Constable St, Newtown, Wellington, 6021. The MF FoodClub Loyalty Programme does NOT apply to online retail customers, Trade Accounts or to the Mediterranean Foods Shop & Trattoria in Kapiti).
- 3) Except as otherwise provided for in these Terms, you must be an individual to hold and use a MF FoodClub card. For avoidance of doubt, when you are purchasing goods from La Pizzeria LTD trading as Mediterranean Foods Newtown Trattoria & Deli. (note, products can only be purchased in the physical Newtown Shop & Trattoria and not on Mediterranean Foods Online Shop) you may earn points and/or rewards on those purchases.

- 4) You must keep your contact details up to date. Failure to keep these details up to date could result in a reward being undeliverable, you missing out on a prize or mean that you are unable to receive important information from us. You can ask any of our staff to update your personal information at the Shop & Trattoria counter by presenting your MF FoodClub card.
- 5) We reserve the right, at any time without notice to:
  - a) Decline to issue you with the MF FoodClub card if you do not meet the criteria, for example, if you do not accept the Terms and Conditions,
  - b) Suspend or exclude a customer from participating or continuing to participate in the MF FoodClub Loyalty Programme if in our opinion the customer has in any way breached the Terms and Conditions, or acted in a misleading or fraudulent manner in relation to the programme.
- 6) We reserve the right to terminate the MF FoodClub Loyalty Programme for any reason. Where we decide to terminate the MF FoodClub Loyalty Programme, we will endeavour to give you reasonable notice of termination and let you know how this will affect you.
- 7) For special MF FoodClub promotions, other Terms and Conditions may apply and we will advise you at the time.
- 8) If your MF FoodClub card is lost or stolen you can request a replacement from our Newtown Shop & Trattoria at no cost.
- 9) Your MF FoodClub card, points or rewards cannot be transferred to other members or persons. Please also note:
  - a) MF FoodClub cards can only be used by the person whose name is printed on the card
  - b) MF FoodClub points and rewards cannot be used in exchange for cash
  - c) We reserve the right to ask for some form of identification to verify your identity when claiming MF FoodClub rewards
- 10) Where a transaction is cancelled or where a refund occurs, any corresponding number of points may be deducted from your points balance if it has been credited to your account.
- 11) The expiry period of the reward points is 12 months calculated from the date they were of purchase.
- 12) MF FoodClub points (Medipoints), if any, will appear on your receipt each time a purchase is made using the MF FoodClub card at La Pizzeria LTD trading as Mediterranean Foods Newtown Trattoria & Deli. Reward points and reward vouchers are linked to the customer card, and will also be available by scanning the customer card at the point of sale.

- 13) We may change the Terms and Conditions in relation to reward points (Medipoints) and how they can be redeemed. We will endeavour to give you reasonable notice of any such changes prior to them taking place and let you know how this will affect you, if at all.

## **HOW TO EARN POINTS**

- 14) There is no minimum spend to qualify for MF FoodClub points (Medipoints). You will be awarded two points for every dollar spent at La Pizzeria LTD trading as Mediterranean Foods Newtown Trattoria & Deli. (note, points are accrued in the customer name only and are personal to that customer).
- 15) MF FoodClub Loyalty Programme does not award points or vouchers for Online Shop purchases, Uber Eats, Online orders, but only if payment is made in person at La Pizzeria LTD trading as Mediterranean Foods Newtown Trattoria & Deli. (You must present your MF FoodClub card at the counter when making the payment of the products ordered).
- 16) MF FoodClub points (Medipoints) may also be earned as bonus rewards on short-term promotions. Additional Terms and Conditions may apply.
- 17) We reserve the right to change the Terms and Conditions regarding points and rewards. We will endeavour to give you reasonable notice if changes made.
- 18) You will be free to redeem your MF FoodClub points (Medipoints) every time the points for a reward are achieved. Every time a reward is claimed the appropriate number of MF FoodClub points (Medipoints) redeemed will be deducted from your total points balance.
- 19) Points and rewards will only be awarded for customers accepting the Terms and Conditions.
- 20) MF FoodClub rewards can be redeemed only once to purchase goods for the value of the amount earned.
- 21) You must present your MF FoodClub Loyalty Programme card at the counter when redeeming your MF FoodClub reward. MF FoodClub vouchers are valid for 12 months from the date of issue. You must redeem the MF FoodClub rewards before the expiry date.
- 22) MF FoodClub rewards are non-transferable.
- 23) MF FoodClub rewards cannot be exchanged for cash or gift vouchers. Additional Terms and Conditions may apply for certain products where the purchase of those products using the MF FoodClub rewards cause a breach of law.
- 24) No change will be given when using MF FoodClub rewards. Redemption of MF FoodClub rewards will not award MF FoodClub points.
- 25) We reserve the right to change the Medipoints value for calculating MF FoodClub Rewards Points, redemption amount and the dates from which MF FoodClub

points can be redeemed. We will endeavour to give you reasonable notice of any such change and let you know how this will affect you, if at all.

- 26) By participating in the MF FoodClub Loyalty Programme, customers give consent for us to retain personal information and to send updates on future MF FoodClub offers by email and/or text messages. Any personal details you provide will not be given to any third party but will only be used for the express purpose of operating our MF Loyalty Programme.
- 27) In the event of law changes to the current laws of New Zealand surrounding the promotion and sale of our products or any other law affecting the MF FoodClub Loyalty Programme, La Pizzeria LTD trading as Mediterranean Foods Newtown Trattoria & Deli reserves the right to cancel any un-used reward point balances and may cancel all membership to the MF FoodClub Loyalty Programme without notice and in such manner as may be necessary to be in compliance with New Zealand laws. In the event that La Pizzeria LTD trading as Mediterranean Foods Newtown Trattoria & Deli cancels membership and accrued points under the MF FoodClub Loyalty Programme under this or any other clause in these Terms and Conditions, the customer shall not be entitled to any compensation, reimbursement, or damages as a result of such cancellation.
- 28) In the event of the company ceasing trading, Insolvency, voluntary or involuntary liquidation, La Pizzeria LTD trading as Mediterranean Foods Newtown Trattoria & Deli will cancel all customer memberships and MF FoodClub Loyalty Programme members shall not be entitled to any compensation, reimbursement, or damages as a result of such cancellation.

## **ELECTRONIC COMMUNICATIONS**

- 29) When you join the MF FoodClub Loyalty Programme you consent to receive communications from us electronically. We will communicate with you by e-mail and also by posting notices on our website, Facebook page, Instagram page and any other digital media channel the company decides to implement or use. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

## **COPYRIGHT COMPLAINTS**

- 30) La Pizzeria LTD trading as Mediterranean Foods Trattoria & Deli and its affiliates respect the intellectual property of others. If you believe that your work has been copied in a way that constitutes copyright infringement, please email us with your complaint to [shop@medifoods.co.nz](mailto:shop@medifoods.co.nz)