

# Provet PLUS Terms and Conditions

## GENERAL

1. In these terms and conditions, unless the context otherwise requires:  
Business Reward means a good or service or an entitlement to a good or service obtained by the redemption of points accrued by a Member by conducting a Transaction;  
Business Reward Segment means a section of the Provet PLUS communication published from time to time by Provet setting out the Business Rewards available under Provet PLUS and any particular terms and conditions in relation to a Business Reward;  
Business Reward Provider means a manufacturer of a good or a provider of a service (as the case may be) where such good or service is a Business Reward;  
Member means a veterinary surgeon practicing in Australia whose has been registered in Provet PLUS and has been allocated a Provet PLUS membership number and PIN;  
Member's Provet Account means a Member's trading account with Provet for the purposes of conducting a Transaction;  
PIN means Personal Identification Number;  
Provet means Provet Group of Companies (ABN 91 092 593 774).  
Provet PLUS means the loyalty program called "Provet PLUS - Business to Business" under which certain Business Rewards are offered or made available to a Member from time to time as a result of that Member conducting a Transaction and abiding by the Provet PLUS terms and conditions;  
Statement means a statement issued by Provet on a monthly basis showing points accrued, points redeemed and the points balance for a Member;  
Transaction means the purchase of goods and/or services from Provet by a Member.
2. These terms and conditions and any other terms and conditions communicated in Provet PLUS material may be changed, amended or varied at any time by Provet in its absolute discretion without giving a reason and without notice. If there is any inconsistency between these terms and conditions and any other terms and conditions relating to the Provet PLUS Program, these terms and conditions will prevail.
3. If a Member does not accept any change or variation to the Provet PLUS terms and conditions or for any other reason wishes to withdraw from Provet PLUS, the Member may terminate his or her membership of Provet PLUS by giving notice to that effect in writing to Provet. At least 30 days notice must be given
4. By signing and submitting the Provet PLUS registration form, a Member signifies his or her acceptance of these terms and conditions as amended from time to time and agrees to be bound by them. Membership of Provet PLUS is subject to these terms and conditions and any rules, policies or procedures that may be adopted or varied by Provet from time to time. Any failure by a Member to abide by these terms and conditions, any abuse of the Business Rewards, or any misrepresentation of information by a Member to Provet may result in termination of a Member's membership of Provet PLUS and cancellation of any accrued points.
5. Membership of Provet PLUS is granted at the discretion of Provet and Provet has the right to accept or reject any application for membership.
6. Provet will provide to its contractors and agents engaged for the purpose of administering Provet PLUS, certain information about a Member for the calculation of points and the administration and promotion of Provet PLUS.
7. Provet reserves its right to cancel or suspend a Member's points if the Member's Provet Account is overdue by thirty days or more, or if the Member's Provet Account is otherwise in default.
8. Provet will use its reasonable endeavours to transmit Statements, notices and other relevant material for the purpose of advising the Member of various matters of interest including changes to Provet PLUS, but Provet is not liable for any failure to do so. Provet is not responsible for correspondence lost or delayed in the mail. Any Statement or notice will be deemed to have been received by the Member if posted to the mailing address last notified by a Member to Provet. Each Member is responsible for advising Provet of any change of address.
9. Neither membership, nor points or entitlements to Business Rewards may be transferred, assigned or pooled without the express written consent of Provet.
10. Subject to clause 12, a Member's entitlement to receive a Business Reward is based on the number of points accrued by a Member within the allocated validity period..
11. Subject to clause 12, all points must be redeemed within 12 months from the date in which they were accrued. Points remaining unredeemed after that period will be forfeited. Unredeemed points cannot be transferred or carried forward from one period to the next.
12. Provet may terminate Provet PLUS at any time. In the event of termination of Provet PLUS or the cancellation of a Member's Provet Account or cancellation of membership of Provet PLUS, Provet will notify each effected Member of such a termination or cancellation. All accrued points must be redeemed within 3 months of the date of termination, cancellation or the date referred to in clause 11, whichever is the sooner.
13. Business Rewards may only be selected from the Business Reward Segment current at the time of redemption, subject to any statement of changes to the Business Rewards communicated to a Member from time to time.
14. Provet is not liable for any disruption to Provet PLUS or any delay to or inability to provide any of the Business Rewards caused by circumstances beyond the control of Provet including but not limited to strikes or industrial disputes, acts of God, flood, weather, aircraft un-serviceability or unavailability, war or civil disturbance.

## HOW TO EARN POINTS

15. Each Member will be provided with a membership number upon Provet's acceptance of a proposed Member's application for membership to Provet PLUS and a points account will be established for that Member by Provet. Each Member will also be assigned a PIN which will be used for security of membership information. It is the Member's responsibility to ensure that the PIN is kept secure at all times.
16. Subject to clause 17 each Member will accrue points in Provet PLUS relative to the number of Australian dollars charged, billed and paid on a Transaction by the due date. The number of points to be received from time to time under this clause will be specified in Provet PLUS communications which Provet may issue.
17. The points accrued on a Transaction will appear on the invoice of the Transaction. Members will also receive a monthly Statement.
18. The number of points to be accrued in respect of a Transaction will be determined by Provet in its absolute discretion.
19. Points may only accrue to the points account of a Member through Transactions conducted by the Member on the Member's Provet Account.
20. If a Member obtains a refund or reimbursement for charges previously incurred in any Transaction (including but not limited to returned goods or services) the points

- accrued will be correspondingly reduced.
21. Points accrued in Provet PLUS are not redeemable for cash.

#### **HOW TO CLAIM BUSINESS REWARDS**

22. To claim a Business Reward, a Member must have accrued the required number of points in his or her points account. After accruing the required number of points, a Member may, subject to the time limits for redemption, claim a Business Reward from the then current Business Reward Segment and in accordance with the Provet PLUS communication issued from time to time by Provet. Alternatively a Member may opt to accrue further points towards a higher value Business Reward or multiple Business Rewards.
23. A Member may claim a Business Reward upon accrual of adequate points and by completing and sending to Provet a Business Reward Redemption Form.
24. Points redeemed will be deducted from a Member's points account and the adjustment will be reflected in the next Statement.
25. Business Rewards are non-refundable and may not be returned for points to a Member's points account or returned for any other consideration.
26. From time to time Business Rewards must be redeemed in certain quantities (i.e. 7,500 points) you will be notified of this at the time of transferring. This is at the business reward partners discretion as is administered by Provet.
27. Provet makes no warranties or representations either express or implied and expressly disclaims any and all liabilities (including for consequential damages) with respect to type, quality, standard, fitness or suitability for any purpose of Business Rewards provided under Provet PLUS. Warranty claims should be directed to the Business Reward provider in accordance with their warranty information (if applicable). Where Provet supplies goods or services to a Member as a consumer, as defined in the Trade Practices Act 1974 (Act), then nothing in this clause excludes, restricts or modifies any liability, right or remedy imposed or conferred by the Act. However, to the extent permitted by the Act, any such liability of Provet is limited to the cost of supplying the goods or services again.
28. All Business Rewards are subject to availability and substitutions may be necessary. All substitutions are at Provet's absolute discretion and any depiction of a specific Business Reward in the Provet PLUS Communication and/or Business Reward Segment is by way of example only and Provet makes no representation that the Member will obtain the specific type or brand of Business Reward depicted. Special conditions may also apply in relation to individual Business Rewards, including but not limited to travel Business Rewards. All Business Rewards are subject to the terms upon which a Business Reward Provider makes the Business Reward available.
29. All Business Rewards in the form of certificates must be used by any expiry date shown on the certificate. If they are not used in this timeframe they will be forfeited.
30. Business Rewards and Business Reward certificates will not be replaced if lost, stolen or otherwise destroyed.
31. Once a request for a Business Reward has been placed, it may not be amended or exchanged for a different Business Reward.
32. If a Business Reward is to be forwarded to a destination outside Australia, the cost incurred will be payable by the Member.
33. In its sole discretion Provet may, at any time, and without prior notice to Members, withdraw, limit, modify, cancel or increase the continued availability of a Business Reward or the number of points required to obtain a particular Business Reward. Specifically, the number of points required to obtain a particular Business Reward may increase with the introduction of a goods and services tax.
34. If a Business Reward Provider refuses to provide a

Member with a particular Business Reward or refuses to accept a Business Reward certificate, the Member must contact Provet to assist in the resolution of any such dispute.

35. Provet does not accept any liability with respect to death, injury, or any consequential loss arising from the supply or use of a Business Reward or from the loss, theft or destruction of a Business Reward or Business Reward certificate.
36. Every effort will be made by Provet to ensure that the information provided in the Provet PLUS communication (including the Business Reward Segment) in relation to Provet PLUS is correct. However, Provet accepts no responsibility for any inaccuracy or misdescription contained in respect of Provet PLUS. As the Business Rewards offered in the Business Reward Segment may change from time to time, a Member should always contact Provet to ensure that the Business Reward Segment is current.
37. Any taxation liability (including without limitation a goods and services tax) or any other government charge or reporting requirement in connection with the receipt of a Business Reward is the sole responsibility of a Member. Provet offers no advice and accepts no taxation liability of Members arising from or in connection with Provet PLUS. Members are advised to obtain their own accounting and tax advice.
38. To obtain a Business Reward a Member must follow the directions advised by Provet in the Provet PLUS material from time to time and at all times adhere to the terms and conditions.

#### **TRAVEL BUSINESS REWARDS**

39. Travel Business Rewards are offered on a restricted basis. Seating and accommodation will be limited to availability.
40. Travel Business Rewards may only be booked and ticketed as directed by Provet.
41. Flight Business Rewards may only be issued in the Member's name, or in the name of the Member's immediate family.
42. Travel Business Rewards must be completed by the expiry date shown on the travel ticket or certificate.

#### **DISPUTE RESOLUTION**

43. Any alleged discrepancy in relation to a Statement (including the balance of points shown on the Statement) must be notified in writing by a Member to Provet within 3 months of the issue of the Statement, together with a legible copy of the relevant Transaction invoice. Provet will investigate such discrepancies but reserves the right to be the final arbiter in the event of any dispute. Provet further reserves the right to adjust the Statement retrospectively in the event of incorrect entries to the Statement whether due to Provet's error or otherwise.
44. All questions or disputes regarding eligibility for Provet PLUS or the eligibility of points for accrual or redemption, or any other dispute which arises in connection with a Member's participation in Provet PLUS will be resolved by Provet in its sole discretion.

#### **GOVERNING LAW**

45. The terms and conditions of Provet PLUS are governed by the law applicable in New South Wales irrespective of the location in which the application for membership is made or the place of business of the Member. Provet and each Member irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of New South Wales.

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