



Auckland | Wellington | Napier
101 Cuba Street, Wellington, New Zealand
www.aroy.co.nz

Aroy Rewards Programme: Terms & Conditions and Privacy Policy

PART A: REWARDS PROGRAMME TERMS AND CONDITIONS

1. About Aroy Rewards Programme

The Aroy Rewards Programme (**Programme**) is a loyalty programme offered by Aroy to its loyal customers (**Member**). By registering for and participating in the Programme, Members agree to be bound by these terms and conditions (**Terms**) and the Aroy Privacy Policy set out in Part B, which together govern membership to the Programme.

2. Membership

To join the Programme, Members must complete the registration process online (aroy.co.nz) or via the Aroy mobile app. Members must be at least 18 years of age to join the Programme. If a user is under 18 years of age, they may only register and participate with the express consent of a parent or legal guardian.

Members must provide accurate and complete information during registration and keep their information updated. A Member may hold one Programme Membership at any one time.

3. Earning Aroy Points and Dollars

Aroy Points and Dollars are earned on eligible purchases at participating Aroy locations. Eligible purchases are dine-in, takeaway, and web-orders. Aroy Points/Dollars are not earned on delivery orders or on gift card purchases, and Aroy Dollars used do not count towards earning more Aroy Dollars or Tier qualification.

Members earn Aroy Points based on their Tier level. Every 5000 Aroy Points collected will automatically be converted to 5 Aroy Dollars which Members can redeem (on eligible orders) and is equivalent NZ\$5 off their purchase.

The earn rate for Aroy Points Dollars is based on your Tier level as follow:

- **Bronze Tier:** 20 Aroy Points (equivalent to 2% of total spend)
- **Silver Tier:** 30 Aroy Points (equivalent to 3% of total spend)
- **Gold Tier:** 50 Aroy Points (equivalent to 5% of total spend)
- **Platinum Tier:** 70 Aroy Points (equivalent to 7% of total spend)

4. Tier Levels

Members will qualify for the Bronze, Silver, Gold, or Platinum Tier upon meeting the respective Tier requirements:

- **Bronze:** Sign-up, free with no minimum spend requirement
- **Silver:** \$200 eligible purchases in the previous rolling 31 days



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- **Gold:** \$400 eligible purchases in the previous rolling 31 days
- **Platinum:** \$600 eligible purchases in the previous rolling 31 days

A Member's Tier level is determined by their eligible purchases in the previous rolling 31 days. Tier benefits and rewards are available in accordance with these Terms, and may be updated from time to time at the company's discretion.

Tier benefits are applied within 48 hours of meeting the respective Tier criteria. If a Member does not meet the criteria for their existing Tier level in a given month, they will revert to the Bronze Tier level.

5. Redeeming Aroy Dollars

Aroy Dollars can be redeemed for food and beverages (excluding gift cards) at participating Aroy locations, online, or via the Aroy.co.nz mobile app. One (1) Aroy Dollar is equivalent to NZD\$1. Aroy Dollars cannot be redeemed for cash or gift cards. Aroy Point and Dollars do not expire. However, Member accounts do expire after three years of inactivity and all rewards including but not limited to, Aroy Points/Dollars/Gift Cards/Promotions, will be lost.

6. Programme Termination and Modification

Aroy may modify the Programme, tier benefits, reward options, or these Terms from time to time. Where an amendment will materially disadvantage Members, Aroy will provide at least 14 days' written notice via the App or by email. Aroy reserves the right to suspend or terminate a Membership immediately if there are reasonable grounds to suspect misuse, fraud, or a material breach of these Terms.

7. General Terms

Aroy Points and Dollars are not currency: They have no cash value and cannot be transferred, sold, or exchanged for cash.

Privacy Policy: Aroy collects, uses, and discloses personal information in accordance with the Privacy Policy set out in Part B of this document. By joining the Programme, Members consent to the collection and use of their data as outlined in Part B.

Disclaimer of Liability: To the maximum extent permitted by law, including the Consumer Guarantees Act 1993, Aroy will not be liable for any loss or damage arising out of or in connection with the Programme.

Governing Law: These Terms are governed by the laws of New Zealand. By participating in the Programme, Members submit to the exclusive jurisdiction of the courts of New Zealand in respect of any dispute arising under these Terms.



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PART B: PRIVACY POLICY

8. About this Policy

Aroy is committed to protecting the privacy of its app users and Members. This Privacy Policy explains how Aroy will collect, use, and disclose personal information, and how Members can exercise their rights in relation to their personal information when using the mobile application (App) and Rewards Programme.

9. Information Aroy Collects

Aroy may collect personal information about Members. This may include:

- Name
- Contact details, such as email address, phone number, residential address, and postal address
- Date of birth
- Closest Store
- Order history
- Delivery address (if applicable)
- Payment information (processed securely by a third-party provider)
- Device Information (Device type and operating system, Unique device identifiers, IP address)
- App usage data (e.g., pages visited, features used)

10. Why Aroy Collects Personal Information

Aroy uses this information for the following purposes:

- Providing and Improving Services: To process orders, provide customer support, and improve the functionality and user experience of the App.
- Communication: To send order confirmations, updates, and promotional materials.
- Marketing: To personalise marketing communications and offers based on preferences and order history.
- Analytics: To analyse App usage data to understand user behaviour and improve services.
- Legal Compliance: To comply with applicable laws and regulations.

11. Disclosure of Information

There may be times when Aroy needs to share personal information with third parties. Aroy may disclose information to the following third parties:

- Aroy may share information with third-party service providers who assist with payment processing, data analytics, email marketing, and other essential functions. Aroy has contracts with these providers requiring them to protect this information.



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- Aroy may disclose information to legal authorities if required by law or legal process.
- In the event of a merger, acquisition, or sale of all or a portion of Aroy's assets, Member information may be transferred to the acquiring entity.

12. Data Security

Aroy takes reasonable measures to protect information from unauthorised access, use, or disclosure. These measures include data encryption during transmission and storage, access controls restricting data to authorised personnel only, and regular security assessments.

In the event of a privacy breach that Aroy reasonably believes is likely to cause serious harm, Aroy will notify affected Members and the Office of the Privacy Commissioner in accordance with its obligations under the Privacy Act 2020.

13. Privacy Rights

Members have the following rights regarding their personal information:

- Members can request access to their personal information.
- Members can request correction of any inaccuracies in their personal information.
- Members can request deletion of their personal information, subject to certain exceptions.
- Members can object to the processing of their personal information for marketing purposes. To exercise these privacy rights, please contact Aroy using the contact information provided in Section 15.

14. Changes to this Privacy Policy

Aroy may update this Privacy Policy from time to time. Aroy will post any changes on the App and notify Members as required by law.

15. Contact Us

To exercise any rights in relation to personal information, or to otherwise discuss this Privacy Policy, Aroy can be contacted in the following ways:

- **Email:** enquiry@aroy.co.nz
- **Write to:** 101 Cuba Street, Te Aro, Wellington

16. Compliance with New Zealand Law

This Privacy Policy is designed to comply with the Privacy Act 2020 and other applicable New Zealand privacy laws.