

The Apple Club Terms and Conditions 2011

The The Apple Shed membership card is not a credit card. Cardholder, by accepting receipt of the Card issued by the The Apple Shed Restaurant, agrees to the following:

- Cardholder shall be bound by all terms and conditions contained herein or in any The Apple Shed notifications, updates on [The Apple Shed.co.nz](http://www.TheAppleShed.co.nz), and/or by all applicable laws. All interpretations of program Terms and Conditions and benefits shall be the sole discretion of The Apple Shed.
- The Apple Shed reserves the right to modify the The Apple Shed program reward structure, benefits, awards, the Terms and Conditions, and may terminate the program at any time without advanced notice.
- For all memberships applied for online at <http://www.TheAppleShed.co.nz/join-the-club>, \$10 in The Apple Shed discounts will be added to the Cardholder's account for every \$100 spent on food, beverages or merchandise (excludes taxes and gratuity) in participating The Apple Shed cafes/restaurants.
- Birthday vouchers may be sent to selected members at the beginning of their birth month. To be eligible, a member must have made a purchase at any The Apple Shed location 6 weeks prior to the beginning of their birth month.
- The Apple Shed hour discounts apply on specified beverages which may change at the discretion of The Apple Shed.
- First available preferred seating at participating The Apple Shed restaurants
- Membership benefits are valid only at participating The Apple Shed cafes/restaurants.
- Membership is only valid for New Zealand residents currently residing in the Nelson/Tasman area
- Membership benefits have no cash value, may not be redeemed for cash and are not transferable unless otherwise notified in writing.
- Only one award, benefit, discount, offer or promotion can be redeemed or accumulated per visit unless otherwise stated in writing. Purchases made using other discounts or promotions are not eligible for redemption.
- Any unauthorized use of coupons, certificates, member benefits or vouchers such as illegal, fraudulent or any activity inconsistent with The Apple Shed Terms and Conditions shall result in the termination of the Cardholder's membership.
- The Apple Shed is not responsible for the interpretation by its employees of the The Apple Shed Terms and Conditions or program procedures or benefits. In the event of any conflict, the most recent The Apple Shed All Access program notification(s) and/or this agreement (as modified) shall control.
- If Cardholder does not use the card in association with a purchase from one of the above listed Cafes for a period of twenty-four (24) months, the membership will be declared inactive. If cardholder does not notify The Apple Shed within 60 days of the mailing date of the initial cancellation/inactive notice, the inactive card will be terminated. All Access benefits will end and be forfeited upon this termination. It is the Cardholder's responsibility to notify The Apple Shed if the Cardholder's contact information changes. Contact information changes should be submitted to The Apple Shed via <http://www.TheAppleShed.co.nz/contact>
- Only one card is issued per The Apple Shed member. The The Apple Shed membership is for individual use only. Membership benefits and awards may not be accumulated for a business entity.

- The Apple Shed reserves the right to charge a fee for replacement cards in the event Card member's Card is lost or stolen.
- The Apple Shed Cards and benefits cannot be used for groups larger than twenty (20), restaurant buyouts or special events.
- Employees of The Apple Shed are not eligible to participate.
- The Apple Shed is not liable for typographical, computer or point of sale errors.
- To join the The Apple Shed program, no purchase is necessary, but a non-refundable membership fee may be required.
- Other limitations may apply. Contact the individual property for details.
- It is the responsibility of the Cardholder to notify The Apple Shed, Inc. of address changes. The Apple Shed is not responsible for undelivered or delayed mail.

- A The Apple Shed card must be presented at the time of purchase in order to receive reward benefits. Benefits cannot be guaranteed if the membership card information is not recorded at the time of purchase.
- Purchases made prior to obtaining an All Access membership are not eligible for reward benefits.
- Membership discounts cannot be used in conjunction with any other discount or promotion.
- Any personal information provided to The Apple Shed by The Apple Shed members will not be passed on to 3rd parties under any circumstances and remains the property of The Apple Shed.
- Birthday vouchers shall only be sent where a member has been active within 6 weeks prior to the birth month of the member.
- Membership will only be accepted where a current email address has been provided. In the event that an applicant does not hold an email address, acceptance of the member is at the sole discretion of The Apple Shed and no correspondence shall be entered into.
- Participating The Apple Shed Cafes/Restaurants are The Apple