

SEMEX MAPLE CLUB

TERMS AND CONDITIONS:

INTRODUCTION

These Terms and Conditions form the basis of the **Semex Maple Club** membership.

1. Membership

- 1.1 Individuals may be members of the **Semex Maple Club**. Membership is free.
- 1.2 A member will be bound by these Terms and Conditions upon acceptance by the **Semex Maple Club**.
- 1.3 **Semex Maple Club** will periodically forward a Points Summary Statement to each member.
- 1.4 **Semex Maple Club** may terminate a membership in this program without notice for any reason.
- 1.5 Any tax, liability or duty arising from a member's participation in the **Semex Maple Club** program is the responsibility of the member.

2. Earning points

- 2.1 **Semex Maple Club** points are earned as follows; semen purchases: 1 standard point is issued for every \$1 spent, embryo purchases: 1 standard point is issued for every \$ 3 spent, on qualifying goods from Semex Pty Ltd or participating resellers.
- 2.2 To obtain points, members must complete the official **Semex Maple Club** 'purchase confirmation / order' form and return it to the Semex Pty Ltd office.
- 2.3 Points are not redeemable for cash or credit against purchases or outstanding accounts.
- 2.4 Points are not transferable
- 2.5 Points attributed will be reversed all or in part thereof should the order/invoice be cancelled.

3. Claiming an award

- 3.1 Offers will be forwarded to members every twelve months and point statements will be sent at 6 month intervals.
- 3.2 A member who has accumulated sufficient points in his or her membership account may redeem an award from the current award offer by contacting **Semex Maple Club**. For security reasons, the member must make requests personally.
- 3.3 Where necessary awards will be posted or delivered, to the current address of the member shown in **Semex Maple Club** records. **Semex Maple Club** is not liable for any loss, theft or damage to any award in the course of post or delivery.
- 3.4 All awards are subject to availability. **Semex Maple Club** is not liable for any award not being available for any reason whatsoever.

4. Other deductions for points

- 4.1 Any points which are not used by the member in claiming an award within 36 months after the end of the month in which the points were credited to that account will expire and will be deducted from the points balance in a member's account.

5. General

- 5.1 **Semex Maple Club** reserves the right to make any changes at any time to the Terms and Conditions without prior notice. **Semex Maple Club** will attempt to notify members of any changes but shall not be liable in any way for failure to do so.
- 5.2 **Semex Maple Club** reserves the right to suspend or terminate the **Semex Maple Club** program at any time without prior notice. **Semex Maple Club** will attempt to notify members of any changes but shall not be liable in any way for failure to do so.
- 5.3 All conditions and warranties, whether express or implied and whether arising under statute or otherwise, as to the condition, suitability, quality, fitness or safety of any goods or services supplied under the **Semex Maple Club** program are expressly excluded to the full extent permitted by law. Any liability **Semex Maple Club** may have to a member under statute in respect of such goods and services which cannot be excluded is limited, where permitted, to supplying, or paying the cost of supplying, the goods or services again or repairing, or paying the costs of repairing, the goods, at **Semex Maple Club** option.
- 5.4 Any liability that **Semex Maple Club** may have to a member whether for negligence, breach of contract or otherwise is limited:
- in the case of any claim relating to points, to crediting that number of points to the member's account
 - in the case of any claim relating to an award, to crediting the number of points shown in the award schedule as necessary to claim that award to the member's account.
- In any other case to a maximum of \$0.01 for each point in the member's account at the time the liability arose.
- 5.5 A notice shall be deemed to be given by **Semex Maple Club** to a member if it is sent to the postal or email address of the member appearing in **Semex Maple Club** database.
- 5.6 In these Terms and Conditions "**Semex Maple Club**" means Semex Pty Ltd (ABN 14 083 268 660) or its authorised representatives, and "**Semex Maple Club** program" means those arrangements by which a member collects points by purchasing qualifying goods and services from participating resellers and thereby qualifies for awards under these Terms and Conditions. References to "participating resellers" are to those resellers (and other persons) who supply qualifying goods and services in respect of which points will be credited under the **Semex Maple Club** program and their related bodies corporate.