



## APPLICATION FOR THE METSTIXS PROMOTIONAL PROGRAM

### Agreement

Between:           The Customer

and:                **Metcash** (which means **Metcash Trading Limited (ABN 61 000 031 569)** and **Metcash Food & Grocery Pty Ltd (ABN 67 004 391 422)** where the Store is located outside of Western Australia or **Metcash Food & Grocery Pty Ltd (ABN 67 004 391 422)** and **IGA Distribution (WA) Pty Limited (ABN 13 008 667 650)** where the Store is located in Western Australia, each of 1 Thomas Holt Drive, Macquarie Park NSW 2113)

RETURN COMPLETED APPLICATION TO: [tobacco@metcashfg.com](mailto:tobacco@metcashfg.com)

The Customer requests Metcash to approve this Application for the MetStixs Promotional Program ("**Application**") to receive negotiated discounts and promotions for tobacco goods for the MetStixs Promotional Group selected below. Upon acceptance of this Application by Metcash (which may be evidenced by negotiated discounts for the selected MetStixs Promotional Group being applied to the Customer or execution of this Application by Metcash (whichever is earlier)) the Metstixs Membership Conditions will bind the Customer.

CUSTOMER DETAILS ("Customer")	
STORE NAME:	_____
CUSTOMER NO:	_____
CUSTOMER NAME:	_____
CUSTOMER ABN /ACN:	_____
TRUSTEE NAME AND ABN (if applicable):	_____
STORE ADDRESS:	_____ _____
TOB LICENCE NO :	_____
TELEPHONE & EMAIL:	_____

The average weekly cigarette and tobacco purchases for all brands combined for the store specified in the above Customer Details ("**Store**") are: \$\_\_\_\_\_

The Customer opts-in to one of the following MetStixs Promotional Groups:

☐ **Super Competitive (7%)**    ☐ **Competitive (9%)**    ☐ **Median (11%)**    ☐ **Premium (13%)**

The Customer elects to receive the negotiated discounts for purchases from Metcash for the selected MetStixs Promotional Group in respect of cigarette and tobacco purchases for the Store, conditional on the following minimum requirements ("**MetStixs Membership Conditions**"):

1. Customer must ensure standard and promotional retail prices for cigarette and tobacco goods purchased from Metcash and sold in Store are no greater than the retail prices hosted or otherwise communicated by Metcash.
2. Non-compliance by the Customer with the maximum price hosted or otherwise communicated by Metcash will result in termination of the Customer's membership in the selected Metstixs Promotional Group.
3. Customer must provide Metcash with item level Store scan sales (\$ & units) pursuant to terms agreed with Metcash (or its related body corporate) for providing retail scan data to enable measurement of compliance.



4. Customer agrees Metcash may limit purchase quantities for promotional lines for the duration of the promotion.
5. All negotiated price discounts are for retail sales by the Store – the Customer must not wholesale or transfer to any other store cigarette or tobacco goods purchased from Metcash.
6. Customer must allow Metcash and supplier field teams to conduct periodic and ad hoc spot audits on tobacco range and pricing in Store.
7. If Customer fails to comply with any MetStixs Membership Condition, Metcash may notify the Customer of corrective actions required. If Customer fails to comply with the corrective actions notified (in the timeframe specified in Metcash's notice), or there are repeated failures by the Customer to comply, Metcash may terminate Customer's membership in the MetStixs Promotional Program and the selected Metstixs Promotional Group by notice to the Customer.
8. If the Customer has opted in to the Super Competitive (7%) or Premium (13%) Metstixs Promotional Group, there will be no leading buy periods for ALL cigarette and tobacco promotions (i.e. for ALL promotions for all brands loaded for that MetStixs Promotional Group).
9. Metcash may vary or terminate the MetStixs Promotional Program the subject of this Application, including these MetStixs Membership Conditions, by notice to the Customer.
10. The Customer may cancel its membership in the selected MetStixs Promotional Program and selected Metstixs Promotional Group or request to be moved to a different Metstixs Promotional Group by providing no less than 30 days' notice to Metcash, to [tobacco@metcashfg.com](mailto:tobacco@metcashfg.com).
11. Notices in connection with this Application may be provided to the Customer by mail or email to the Store's address or the email address set out in the Customer Details.
12. This Application is governed by the laws of the state of NSW. The Customer submits to the non-exclusive jurisdiction of courts of NSW in connection with this Application.

**This Application for MetStixs Promotional Program is executed as an agreement between the parties.**

**Executed by a duly authorised representative of the Customer who represents and warrants to Metcash that he or she is authorised by the Customer to sign this Application for and on behalf of the Customer:**

\_\_\_\_\_  
(Signature of authorised representative)

\_\_\_\_\_  
(Print name)

\_\_\_\_\_  
(Title)

**Date:**

**Executed by Metcash, being the Metcash companies which are parties to this agreement as set out on page 1, by their duly authorised representative**

\_\_\_\_\_  
(Signature of authorised representative)

\_\_\_\_\_  
(Print name)

\_\_\_\_\_  
(Title)

**Date:**