

MEMBERSHIP TERMS AND CONDITIONS

Effective from 01 January 2026

GLOSSARY

Board means the board of BGNZ.

BGNZ Logo means a logo file supplied by BGNZ to a Member.

Business Closure means a voluntary liquidation by the shareholders of an incorporated Brewery Member company or the cessation of a Brewery Member business as a going-concern (but excludes a sale of the shares or the assets of such company or business of a Brewery Member).

Member means any Associate Member, Brewery Member, Corporate Member or Honorary Member accepted into BGNZ from time to time.

Member Benefits means resources, promotions, support, offers or any other thing specified as a 'member benefit' on the BGNZ website www.brewersguild.org.nz or located in the Member Portal.

Membership Fee means a fee payable to hold membership and any reference to a 'membership fee' or a 'joining fee' shall have the same meaning.

Member Portal means an exclusive, password protected member-only area of the BGNZ website www.brewersguild.org.nz.

Membership Year means the period 1 April to 31 March inclusive in a calendar year.

Payment Instalment Plan means an instalment plan to pay a Membership Fee in agreed instalments.

Rules means the *Rules of the Brewers Guild of New Zealand Incorporated* adopted in August 2025.

Society Meeting includes any Annual General Meeting or Special General Meeting (as each term is defined in the Rules) but does not include a Board Meeting (as defined in the Rules).

ACCEPTANCE

1. These terms and conditions of membership of the Brewers Guild of New Zealand (an incorporated society with NZBN: 9429043144235) (**BGNZ**) apply to all Members.

2. By subscribing to a membership, a Member agrees to be bound by these terms & conditions.

MEMBERSHIP CATEGORIES

3. BGNZ has the following membership categories:
 - a. **Brewery Member** An entity (incorporated or unincorporated) that brews, or commissions the brewing of, common brands, names and formulas at a brewing facility in New Zealand.
 - b. **Corporate Member** An entity that is either:
 - i. A business that wishes to receive and participate in sponsorship and partner benefits; or
 - ii. An overseas/foreign brewing entity that has a representative company in New Zealand but does not have a brewing facility in New Zealand .
 - c. **Associate Member and Honorary Member** An entity that is admitted to BGNZ by the Board as an associate and/or honorary member.
4. Except for sections or clauses that refer to a Corporate Member only, these terms & conditions apply to all Member categories.

BECOMING A MEMBER

5. Membership of BGNZ is voluntary.
6. BGNZ reserves the right to request an interview with an applicant prior to making a final decision on membership.
7. A Brewery Member becomes a Member when their application is accepted by BGNZ and either:
 - a. the Membership Fee has been paid in full; or
 - b. a Payment Instalment Plan has been entered into.
8. A Corporate Member becomes a Member when their application is accepted by BGNZ, and the Membership Fee has been paid in full.
9. An Associate or Honorary Member becomes a Member when the Board awards this Membership status at its discretion.
10. BGNZ reserves the right to decline a membership application without giving any reasons.

11. A Membership is non-transferable.

12. Where a Member purchases another eligible business and requires Membership for the new business, a new application must be submitted, and a Membership Fee is payable at the current published rate.

MEMBERSHIP FEES

13. Membership Fees are payable:

- a. in full upon acceptance of Membership; or
- b. in full upon renewal of Membership; or
- c. in equal instalments by a Payment Instalment Plan (Brewery Members only) as agreed with BGNZ.

14. Membership Fees for Brewery Members may be pro-rated if an application to become a Member is received part-way through a Membership Year. This is at the discretion of BGNZ.

15. Membership Fees are an annual fee. Acceptance of a Payment Instalment Plan does not reduce the obligation to pay the full annual amount.

16. Where a Membership is voluntarily cancelled for any reason other than a Business Closure or is terminated by the Board part-way through a Membership Year, the following applies:

- a. no rebates or refund of Membership Fees shall be made, except in exceptional circumstances at the sole discretion of the Board; and
- b. where a Payment Instalment Plan is incomplete for the full annual Membership Fee, the balance shall become immediately due and payable (**Balance Owing**) and BGNZ shall be entitled to deduct an amount equivalent to the Balance Owing at the next scheduled payment date.

17. Following a Business Closure, a former Member may apply for a rebate of Membership Fees paid up to and including the date of the Business Closure. Such rebate is at the sole discretion of BGNZ and is not guaranteed.

18. Membership Fees are subject to change and increase on each renewal of a Membership Year.

RENEWAL OF MEMBERSHIP

19. A Member will automatically be invoiced to renew their Membership for the following Membership Year each year until such time as:

- a. they resign their membership in accordance with these terms & conditions; or
- b. they are no longer eligible to be a Member; or
- c. they advise BGNZ in writing that they do not want to renew their membership at the end of the current term; or
- d. they do not pay their Membership Fee or agree to enter a Payment Instalment Plan within two (2) months of the due date of a Membership Fee invoice.

20. BGNZ reserves the right to limit access to Member Benefits to a renewing Member until a Membership Fee is fully paid or a Payment Instalment Plan is entered into.

MEMBER OBLIGATIONS

21. By becoming a Member, you agree to:

- a. follow the Rules, as applicable to your Membership category; and
- b. promote the purpose of BGNZ; and
- c. avoid all things that may bring BGNZ or the industry sector into disrepute; and
- d. pay Membership Fees when due and payable.

22. Members agree they shall not share any information discussed in a Society Meeting with non-Members, or any third-party, unless approved by the Board or a BGNZ representative.

MEMBER BENEFITS

23. Any Member may attend a Society Meeting and only a Brewery Member may vote, in accordance with Rule 22.5.

24. BGNZ may provide or facilitate different Member Benefits for different categories of members, including a different set of benefits for Corporate Members.

25. Member Benefits will differ between Brewery Members and Corporate Members.

26. Members will be entitled to access the Member Benefits provided or facilitated by BGNZ.

- 27.** A list of the current Member Benefits can be found on BGNZ's website.
- 28.** BGNZ will endeavour to advise Members of any substantive Member Benefit changes prior to membership renewal time, to enable Members to make informed decisions about their membership status for the next membership year.
- 29.** BGNZ may add, modify or remove any Member Benefit, content, service or event at any time, whether or not it has provided advance notice of the change.
- 30.** Member Benefits, including products, education and other events facilitated by BGNZ or offered by third parties:
- a. may have additional terms and conditions that apply, including eligibility criteria and may incur charges in addition to Membership Fees; and
 - b. may be available for a limited time, to a limited number or class or group of Members, or in limited locations.
- 31.** Sharing of Member Benefits with any other person (natural, incorporated or unincorporated) is not permitted.
- 32.** All Member Benefits, access to the Member Portal shall cease on the date of cessation of membership.

MEMBER PORTAL

- 33.** Members will gain access to Members-only content via the Member Portal of the BGNZ website by using their BGNZ login.
- 34.** When accessing the Member Portal:
- a. Members may be asked to provide identifying details to confirm their membership; and
 - b. Access may be refused if the Member fails to provide the necessary identifying details.
- 35.** A Member may not:
- a. share the login details to the Member Portal with a non-Member;
 - b. copy, transmit, alter, reproduce or use any resources or content from a Member Portal without the express consent of BGNZ.

PROMOTING MEMBERSHIP OF BGNZ

- 36.** A Member may state in its communications, on its website or in any forum that it is a member of BGNZ.
- 37.** BGNZ grants Members a revokable, non-exclusive licence to use the BGNZ Logo for the purpose of:
- a. identifying themselves as a Member of BGNZ; or
 - b. In the case of a Corporate Member, promoting a partnership or association with BGNZ.
- 38.** All use of the BGNZ Logo, and the goodwill generated from such use, accrues to the exclusive benefit of BGNZ.
- 39.** Members will use the BGNZ Logo in accordance with BGNZ's guidelines, if any (as notified to Members by BGNZ in the Member Portal or by any other form of communication).
- 40.** Members may not:
- a. use the BGNZ Logo in a misleading manner, or in a manner that harms the reputation of BGNZ; and/or
 - b. otherwise suggest that the Member represents, acts on behalf of, or is endorsed by BGNZ without express prior written permission from BGNZ; or
 - c. challenge the validity of or BGNZ's ownership of any trademarks filed or registered for the BGNZ Logo or assist anyone to do so.
- 41.** BGNZ may revoke any permission to use the BGNZ Logo immediately by giving written notice to a Member, who has, in BGNZ's opinion, breached these requirements. Once notice is given, the Member must immediately:
- a. cease all use of the BGNZ Logo; and
 - b. if required by BGNZ, delete or destroy all materials bearing the BGNZ Logo.

MEMBER CONDUCT

- 42.** BGNZ and its Members will interact with each other honestly, respectfully, and in good faith.
- 43.** In addition to all rights under the Rules, BGNZ reserves the right to place restrictions or limits on a Member's access to Member Benefits, or to BGNZ staff where a Member has:

- a. significantly or repeatedly breached their obligations under these terms and conditions; and/or
- b. engaged with BGNZ staff, or any person engaged on behalf of BGNZ, in a manner that is abusive or amounts to harassment; and/or
- c. abused or misused or obtained any Member Benefits or other facility or service provided by or in connection with BGNZ; and/or
- d. otherwise behaved in a manner which BGNZ reasonably considers to be unacceptable while using any Member Benefit or other facility or services provided by or in connection with BGNZ.

MEMBER CONCERNS AND COMPLAINTS

44. Member concerns regarding Member Benefits or Membership should be brought to the attention of BGNZ in the first instance.

45. Any dispute or difference between a Member and BGNZ arising out of or in connection with Membership, or these Membership Terms & Conditions shall be resolved in accordance with Rule 26.

COMMUNICATING WITH MEMBERS

46. Members will provide BGNZ with sufficient information to enable delivery of Member Benefits, including a current email address.

47. Members agree to BGNZ sending commercial communications to the email address provided including BGNZ communications, partner communications, and communications relating to Member Benefits.

USE OF MEMBER INFORMATION

48. A Member agrees that the information it provides may be used by BGNZ:

- a. for administrative purposes; and
- b. to provide the Member with information relevant to their business, including partner communications and Member Benefits; and
- c. to collect any Amounts Owing, including the supply of such information to any credit reference agency or debt collection agency; and

- d. disclosure of such information to third parties (on an anonymised basis as required) if it is considered to be consistent with or beneficial to the objectives of BGNZ or to the brewing industry.

49. Any Personal Information collected, used, stored or handled shall be done so in accordance with BGNZ's Privacy Policy.

LIMITATION OF LIABILITY

50. To the fullest extent permitted by law, BGNZ will not be liable (in negligence, tort, breach of contract or otherwise) for any direct or indirect loss, or special or consequential loss, arising out of or in connection with:

- a. a member's Membership of BGNZ (including the termination of that Membership);
or
- b. the provision (or non-provision) of Member Benefits.

INVOICING AND PAYMENT

51. BGNZ shall issue an invoice for Membership Fees or any other charge (including but not limited to an event fee or any other additional fees or charges) payable by a Member.

52. An invoice shall state the due date for payment and such amount shall be an 'Amount Owing'.

53. A Member confirms and acknowledges that it may not defer the payment of an Invoice to be later than the due date stated unless:

- a. BGNZ agrees to a late due date; or
- b. A Payment Instalment Plan is entered into.

54. The following applies to Payment Instalment Plans:

- a. payments are equal amounts; and
- b. may be subject to merchant fees (Stripe or any other payment gateway provider selected by BGNZ from time to time); and
- c. where a scheduled instalment for a Payment Instalment Plan fails, BGNZ shall re-apply for such payment once; and
- d. where payment fails again, this shall become an Overdue Amount Owing; and

- e. where a payment fails, an administration fee of \$10+GST may apply; and
- f. where payment fails for two consecutive months, BGNZ reserves the right to demand the full balance of the Membership Fee; and
- g. all rights under Rules 13.2(b) to (f) regarding termination of Membership shall apply if payments are in arrears.

55. Amounts Owing which are due and payable must be made without set off or deduction of any kind.

56. Where the Amount Owing is not:

- a. paid by the due date stated in an invoice; or
- b. a payment instalment under a Payment Instalment Plan fails more than once, this amount immediately becomes an **“Overdue Amount Owing”**.

57. After a period of **five (5) Business Days**, if payment for an Overdue Amount Owing has not been received, BGNZ shall have the right to apply **default interest at a rate of 5% per month on the Overdue Amount Owing** (or such rate published on an invoice if different) until payment is received. This interest amount may accrue daily at that rate until payment is received and compound monthly at that rate if BGNZ elects to do this. This applies before and after any judgment (if applicable).

58. If an Overdue Amount Owing remains unpaid for **fourteen (14) Business Days or more**, and BGNZ has not agreed to any part-repayment or repayment plan, BGNZ reserves all rights to engage the services of a debt collection agency or solicitor to take proceedings to recover the Overdue Amount Owing. The Member acknowledges that it shall be liable for the costs incurred by BGNZ in the collection of any Overdue Amount Owing including but not limited to legal costs (on a client-solicitor basis), debt collection fees (including commission) and related administration fees.

CHANGES TO THESE TERMS

59. BGNZ may change these Membership Terms & Conditions from time to time.

60. Any changes shall apply from the date of publication to the BGNZ website and/or renewal of a Membership (whichever comes first).

61. BGNZ will publish any updated Terms and Conditions on BGNZ website.

62. For the avoidance of doubt, a change or addition to any Corporate Member benefits, partner offers, or the Rules is not a change to these Terms & Conditions.

VOLUNTARY CANCELLATION OF MEMBERSHIP

63. A Member may cancel or withdraw their membership at any time by writing to BGNZ.

64. A voluntary cancellation will be effective from the date it is received unless another date is specified in the cancellation request.

65. A Member must inform BGNZ if the cancellation or withdrawal of membership is due to a Business Closure and if it seeks a rebate under clause 17 of these Membership Terms & Conditions.

BOARD TERMINATION OF MEMBERSHIP

66. In accordance with Rule 13.2(a) of the Rules, the Board may terminate Membership immediately if a Member has failed to pay a Membership Fee after fourteen (14) days of being notified of the non-payment (or failed payment in the case of a Payment Instalment Plan).

67. In accordance with the process set out in Rules 13.2(b) to 13.2(f) the Board may terminate Membership for, among other things, breaching the Rules, bringing BGNZ or the industry sector into disrepute.

68. By becoming a Member, you agree to the process set out in the Rules regarding Board termination of Membership and your rights to appeal to the Board.

CONTINUING OBLIGATIONS

69. On the occurrence of either a voluntary cancellation or a termination of Membership by the Board, the following obligations shall remain for a Member (or former Member):

- a. an obligation to pay an Amount Owing to BGNZ; and
- b. all and any confidentiality obligations under these Membership Terms & Conditions or the Rules (as the case may be).

GENERAL

70. These Membership Terms & Conditions apply in addition to the Rules.

71. If there is any inconsistency between these Membership Terms & Conditions and the Rules, the Rules shall prevail.

72. Reference to a 'Rule' means the rule set out in the Rules.

73. Reference to a clause means a clause in these Membership Terms & Conditions.

74. A Member acknowledges that BGNZ cannot guarantee any results from their membership.

75. These Membership Terms & Conditions are governed by the laws of New Zealand.

END OF TERMS