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**YOUR GLOBALPLUS
TERMS AND CONDITIONS**

INTRODUCTION

There are two agreements:

- the GlobalPlus Visa, American Express® Card and MasterCard® ("Card") Terms and Conditions between you and Bank of New Zealand ("Cards Agreement"); and
- the Airpoints™ Programme Terms and Conditions between you and Air New Zealand Limited ("Airpoints Agreement"), which can be viewed at airnz.co.nz/airpoints_tc.htm

Each agreement is separate.

Bank of New Zealand ("BNZ") has no liability to you in relation to the Airpoints Agreement. Air New Zealand Limited ("Air New Zealand") has no liability to you in relation to the Cards Agreement.

When you use your Card, the nominated Airpoints member will be entitled to earn Airpoints Dollars™ (subject to the Cards Agreement and to the Airpoints Agreement).

BNZ and Air New Zealand will, from time to time, determine which purchases will qualify for Airpoints Dollars and the number of Airpoints Dollars that can be earned for those purchases.

TERMS AND CONDITIONS FOR YOUR GLOBALPLUS CARD ISSUED BY BANK OF NEW ZEALAND

1. Definitions

- 1.1 Scope:** These Terms and Conditions are a contract between you and Bank of New Zealand. They apply to the use of your Card, including where it is used to access your 24 Hour Banking Accounts. However, our standard Terms and Conditions for operating a 24 Hour Banking Account and our 24 Hour Banking Card Terms and Conditions will continue to apply to the operation of any 24 Hour Banking Account.
- 1.2 Agreement:** When you sign or first use your Card you agree to these terms and conditions as changed by us from time to time. However, if you are transferring your outstanding balance and/or unstatemented transactions from an existing BNZ credit card account to your new Credit Card Account, and are closing that existing account, these terms and conditions (as amended from time to time) are effective from the closing date of your existing credit card's final statement (subject to any third party terms and conditions or policies).
- 1.3 Read these Terms and Conditions:** You should read these Terms and Conditions carefully as they place certain requirements and liabilities on you.
- 1.4 Parties:** The words "we", "our" and "us" mean Bank of New Zealand and the words "you" and "your" mean, as the context requires, the Account Owner and/or person named on the Card or both. Headings in these Terms and Conditions do not affect interpretation.
- 1.5 Over-riding laws:** The operation of your Card Accounts and these Terms and Conditions may be affected by over-riding laws of general application.
- 1.6 Guarantees as to service:** The Consumer Guarantees Act 1993 overrides the provisions of these Terms and Conditions and you are entitled to the benefit of the guarantees as to service set out in the Consumer Guarantees Act 1993. However, if you acquire, or hold yourself out as acquiring accounts, facilities or other services from us for the purposes of a business, then the Consumer Guarantees Act 1993 will not apply to the accounts, facilities or other services provided.
- 1.7 Definitions:** Terms used in these Terms and Conditions, but defined in the Airpoints™ Programme Terms and Conditions (and not in these Terms and Conditions), have the same meaning as those set out in the Airpoints Programme Terms and Conditions. Defined terms other than those set out in clause 1.4 are:
- 24 Hour Banking** means BNZ's 24 Hour Telephone and Internet Banking service.
- 24 Hour Banking Account(s)** means the BNZ accounts that are linked to and accessed using a Card (excluding Credit Card Accounts).

Account Number means, in the case of a Visa or MasterCard, the 16-digit number embossed on the face of your Card and, in the case of an American Express® Card, the 15-digit number embossed on the face of your Card.

Account Owner means the person or persons who apply for and open a Credit Card Account but does not include any additional cardholder.

Airpoints Dollars™ means "Airpoints Dollars", Air New Zealand's Airpoints Programme currency.

Airpoints Programme means Air New Zealand's frequent flyer programme called the "Air New Zealand Airpoints Programme".

American Express Member means any organisation affiliated to American Express and displaying the American Express trademark.

ATM means an automatic teller machine.

Balance Transfer is where you transfer the outstanding balance of your credit card issued by another bank or financial institution to your BNZ Credit Card Account.

Bill Payment means your use of a Card to pay amounts that you owe to third parties for goods or services.

BNZ means Bank of New Zealand.

Card means your GlobalPlus or GlobalPlus Gold Visa, American Express Card or MasterCard issued by BNZ that has access to the Visa, American Express or MasterCard service and your Credit Card Accounts, and may be used to access your 24 Hour Banking Accounts.

Card Accounts means your Credit Card Accounts and your 24 Hour Banking Accounts.

Cash Advance means a cash withdrawal or transfer made using your Credit Card Account and includes, without limitation, transfer to other BNZ credit card accounts, ATM, electronic and over the counter cash withdrawals or transfers, purchases of travellers cheques and/or currency and certain Bill Payments from your Credit Card Account using 24 hour banking (including Bill Payments made to self-selected payees or pre-selected bill payees as determined by us at our discretion). In the case of American Express Cards, all Bill Payments are treated as Cash Advances.

Code of Banking Practice means the Code of Banking Practice issued by the New Zealand Bankers' Association dated July 2007, and any subsequent update of the Code.

Conversion Rate means the exchange rate selected by Visa, MasterCard or American Express (as the case may be) from within a range of wholesale exchange rates available or, if applicable, the government mandated rate. In either case the exchange rate will be selected, in the case of Visa or MasterCard cards, on the date that Visa or MasterCard processes the Foreign Currency Transaction and, in the case of American Express cards, on the day prior to the date that American Express processes the Foreign Currency

Transaction (and, in all cases, not necessarily the date that you enter into the Foreign Currency Transaction).

Credit Card Account means the GlobalPlus or GlobalPlus Gold Visa, American Express or MasterCard accounts that are accessed using a Card (excluding 24 Hour Banking Accounts).

EFTPOS means Electronic Funds Transfer at Point Of Sale whereby funds are debited from your nominated Card Account at the point of sale to pay for goods or services, or where funds are withdrawn at your request.

Foreign Currency Transaction means a Transaction made with your Card from one of your Card Accounts that is made in a currency other than New Zealand dollars.

GlobalPlus Bonus Partner means a third party that may, from time to time, offer promotional Airpoints Dollars for purchases of its products and services.

Last Date for Payment means the date, appearing on your Credit Card Account statement, by which you must pay at least the current minimum payment due or the total minimum payment due (as applicable).

MasterCard Member means any organisation affiliated to MasterCard International Incorporated and displaying the MasterCard trademark.

Merchant means a retailer or any other person, firm or company who or which is bound by a Visa, American Express, MasterCard or EFTPOS merchant agreement with us or any other acquiring organisation.

Nominated Earner means the person who has been nominated to receive Airpoints Dollars earned from purchases on the Credit Card Account and who has provided their own Airpoints Programme number to us. A Nominated Earner must have an Airpoints Programme number that we link to the Cards (see clause 2.16 for more information about this) and either be an Account Owner or an additional cardholder.

PIN means your confidential personal identification number, which, when used with your Card will enable you to access your Card Accounts.

Transaction means:

- **for Credit Card Accounts:** all the transactions debited or credited to your Credit Card Account, such as the purchase of goods or the obtaining of services or Cash Advances or Balance Transfers, including transactions using an ATM, teller's terminal or EFTPOS, mail, telephone or remote (e.g. internet or e-mail) purchases, payments credited to your Credit Card Account and amounts that you agree with a Merchant may be debited against your Credit Card Account on a regular basis; and
- **for 24 Hour Banking Accounts:** all the transactions debited or credited to your 24 Hour Banking Account by using your Card at an ATM, teller's terminal or EFTPOS terminal.

Visa Member means any organisation affiliated to Visa International Services Association and displaying the Visa trademark.

2. Your Card and its Use

- 2.1 Receiving and signing your Card:** You must sign your Card immediately upon receipt. Your Card must not be used if you have not signed it. Do not send your Card overseas, or have any other person send your Card to you while you are overseas. To have your Card forwarded to another country, please contact us.
- 2.2 Card and PIN security:** You must not allow others to use your Card, your Account Number or your PIN. Remember to retrieve your Card after you use it. You must notify us immediately if:
- your Card is lost or stolen, by calling one of the telephone numbers shown in clause 15; or
 - your PIN may have been disclosed, by calling the appropriate number in clause 15; or
 - your Card is retained by an ATM, by reporting it as a lost card.
- If your Card is lost or stolen overseas, you may notify us or any Visa Member, American Express Travel Service Office or MasterCard Member (as applicable). Your liability when your Card is lost or stolen is set out in clause 9.3.
- 2.3 Lost or stolen, damaged or faulty Cards:** If your Card is lost or stolen, damaged or faulty, we may issue a replacement Card which will operate on your Card Accounts. Our usual replacement fee may be charged.
- 2.4 Ownership of Card:** Your Card and Account Number are our property and may be retained by us. They may not be copied or reproduced. You agree to return or destroy your Card when we ask you, or if the Card Accounts to which it relates are closed. In certain circumstances, a Merchant may also be required to retain your Card and you agree to deliver the Card to the Merchant in such circumstances upon request.
- 2.5 Agreement to pay:** You agree to pay us the full amount payable in respect of all Transactions. Once a Transaction is completed it cannot be stopped in the same way as a cheque. If you think a mistake has been made refer to clause 12 of these Terms and Conditions. In certain circumstances, if you do not receive goods or services you have ordered using your Card, or by reference to your Account Number, then you may be able to obtain a credit for the Transaction. If you think this has happened, you should contact us.
- 2.6 PIN selection:** You may need a PIN if you wish to use your Card for ATM, EFTPOS and/or teller Transactions. If you use an American Express Card for EFTPOS Transactions, a PIN will not be available and a signature will be required.

To obtain a PIN, call in to any of our stores where you may choose your own PIN. You will need to take some form of suitable identification such as a driver's licence or passport. If you are planning to use your Card overseas, you must obtain a PIN at one of our stores before you go.

Your selected PIN must be one designed to reduce the chance of anybody guessing the numbers you choose. You must avoid unsuitable PINs such as:

- birth dates, months or years in any form or combination;
- sequential numbers (such as 3456) and easily identifiable number combinations (such as 1111);
- any of the blocks of numbers on your Card;
- other easily accessible personal figures such as parts of personal telephone numbers or personal data;
- Airpoints Personal Access Code (PAC) or any other personal identification number you use.

PIN changes may be made at any of our stores.

- 2.7 Means of protecting a PIN:** You are responsible for keeping your PIN secure. In particular you must:

- not keep a written record of your PIN;
- not allow another person to see your PIN when you enter it or it is displayed;
- not keep your PIN in a form that can be readily identified as a PIN;
- not disclose your PIN to any other person (including persons in apparent authority, family members or spouse);
- not negligently or recklessly disclose your PIN;
- notify us immediately if you become aware that your PIN has become known to someone else; and
- ensure any other cardholders who are able to access any of your Card Accounts by a PIN keep their PIN secure as set out above.

- 2.8 ATM Transaction limits:** In New Zealand, limits on the amount of cash you can withdraw in any 24 hour period will vary according to the ATM, up to a maximum of \$2,000. This maximum may change from time to time at our discretion. Higher limits do exist on withdrawals made while overseas and may go as high as your credit limit. These Transaction limits shall not affect your obligation to immediately pay any amount debited to your Credit Card Account in excess of your credit limit. Limits will apply regardless of whether your Card Account has a debit or credit balance.

- 2.9 Mail, telephone and remote Transactions:** When you use your Card to make purchases for goods and services by mail, telephone or remote means (e.g. internet and e-mail), you are giving authority to the Merchant to debit the purchase amount to your Credit Card Account. You must still pay the amount of the Transaction although you will not necessarily have signed a sales voucher. There are risks involved in

providing your Card details and authorising Transactions before you receive the goods or services. Before doing so you should consider the security and standing of the relevant Merchant. You may not, under any circumstances, attempt to make a mail, telephone or remote purchase for goods or services if your Card has been cancelled, suspended, lost or stolen, or you have requested closure of your Credit Card Account. Information on when we may act or decline to act on your facsimile, telephone, e-mail and other electronic instructions is set out in clause 10.3.

2.10 Your credit limit: Your credit limit is the maximum amount which, provided you make the current minimum payment due or the total minimum payment due (as applicable) by the Last Date for Payment, you may allow to remain outstanding on your Credit Card Account at any time. You may not complete any Transactions on your Credit Card Account which will cause you to exceed your credit limit. Your credit limit will be set by us to what we consider is an appropriate limit and we may change it from time to time. If your Credit Card Account is not operated to our satisfaction we may decrease your credit limit. We will advise you in writing prior to any change to your credit limit. Notwithstanding the foregoing, we may, at our discretion, allow Transactions to your Credit Card Account which exceed your credit limit. However, where your credit limit is exceeded, you must pay the overlimit portion of your Credit Card Account balance to us immediately.

2.11 Changing your credit limit: If you are an Account Owner you can apply to increase your credit limit at any time by:

- completing a request through our Internet Banking Service or any of our stores; or
- calling us on **0800 4321 46**; or
- other forms of communication approved by us.

We may increase your credit limit – you will be advised of this increase **and you can decline any increase you have not applied for**. If you are the Account Owner you may apply to decrease your credit limit by contacting us, although certain types of Cards are subject to minimum limits set by Visa, American Express or MasterCard.

2.12 Transaction limits at selected Merchants: We may at any time impose a permanent or temporary limit on the number, types and/or amounts of Transactions we authorise on your Credit Card Account at selected Merchants as determined by us from time to time. These limitations will apply regardless of whether your Card Account has a debit or credit balance.

2.13 Cash Advances: You may get a Cash Advance in New Zealand or overseas by using your Visa Card at an ATM displaying the Visa logo and/or Plus symbol, your American Express Card at an ATM displaying the American Express logo, or your MasterCard at an ATM displaying the MasterCard logo or Cirrus symbol. Alternatively, you may present your Card at any of our stores. Or you could present your Card to any Visa Member bank that displays the Visa

logo (for Visa), or to an American Express Travel Service Office (for American Express) or a MasterCard Member bank that displays the MasterCard logo (for MasterCard). The Visa Member, American Express Member or MasterCard Member may set a minimum or maximum on the amount available to you. A Cash Advance incurs interest from the day it is made until it has been paid in full. Any credit balance in your Credit Card Account will be immediately applied by us to payment of the associated Cash Advance fee and the Cash Advance respectively. Cash Advances will not earn Airpoints Dollars.

2.14 Foreign currency Transactions: You can use your Card to make purchases, obtain Cash Advances and receive funds in foreign currencies. All Foreign Currency Transactions made with your Card will either first be converted into US dollars and then into New Zealand dollars or converted directly from the currency in which the Foreign Currency Transaction was made into New Zealand dollars, at the applicable Conversion Rate.

We add a foreign currency service fee calculated as a percentage of the New Zealand dollar value of each foreign currency purchase, Cash Advance or cash withdrawal.

If a Merchant performs a purchase return or reversal we refund you the foreign currency service fee charged on the original purchase and do not deduct a foreign currency service fee from the converted New Zealand dollar amount of the purchase return or reversal. Due to exchange rate fluctuations between the time of the original purchase and the purchase refund or reversal:

- the amount of the foreign currency service fee refunded may be different to the amount of the foreign currency service fee charged; and
- the purchase return or reversal amount may be different to the original purchase amount.

The converted amount of your Foreign Currency Transaction and the foreign currency service fee (where applicable) are both included in the New Zealand dollar amount shown on your statement for each Foreign Currency Transaction. The rate of exchange shown on the statement is the Conversion Rate adjusted by us to include our foreign currency service fee.

We are not responsible for any loss or damage you may suffer if, because of occurrences beyond our control, you cannot use your Card overseas. This could include ATM or communications line failure. The foreign currency service fee is subject to change. For details about this and other interest, fees and charges associated with use of your Card, see our "Current Charges" flyer or visit bnz.co.nz and click through to the Rates and Fees page.

2.15 Dynamic currency conversion: Some overseas Merchants may have the ability to provide you with dynamic currency conversion. Dynamic currency conversion gives you the option of paying for goods or services sold by an overseas Merchant in New Zealand dollars at the point of sale, rather

than in the currency of the country in which the Merchant is domiciled. It is provided to you by the Merchant as an optional service and any applicable merchant terms and conditions and/or international card scheme rules relating to dynamic currency conversion apply, which will, amongst other matters, require the Merchant to give you the option of either using dynamic currency conversion or paying in the currency of the country in which the Merchant is domiciled.

If you decide to purchase goods or services using dynamic currency conversion at an overseas Merchant and pay for your goods or services in New Zealand dollars, the rate of exchange and any fee for the dynamic currency conversion service is charged by the Merchant and payable by you at the point of sale. We do not charge you a foreign currency service fee under clause 6.9 if the conversion currency at the point of sale for a purchase is New Zealand dollars. However, if the conversion currency is not New Zealand dollars we will charge you a foreign currency service fee in accordance with clause 6.9 in addition to the fee the Merchant charges you.

- 2.16 Airpoints Programme:** We will only issue you with a Card if the Nominated Earner joins the Airpoints Programme at the same time, or is already a member and gives us their Airpoints Programme number to link to the Cards. The only time we will not be able to use an Airpoints Programme member's existing Airpoints number is if the number is already linked to another BNZ customer relationship for another GlobalPlus personal credit card. If we cannot use an Airpoints Programme number for this reason, you must join the Airpoints Programme.

The Airpoints Programme Terms and Conditions that apply to Nominated Earners can be viewed at airnz.co.nz.

- 2.17 Earning Airpoints Dollars:** Airpoints Dollars will be calculated by us and credited to your Air New Zealand Airpoints Statement at the time your Credit Card Account statement is issued (if you have more than one GlobalPlus credit card account that you were first issued). Earning rates may be changed by us from time to time. Airpoints Dollars are earned on purchases charged to your Credit Card Account. Purchases do not include: Cash Advances, interest and charges, bank fees, payments and unauthorised Transactions for which you are not liable. Where you obtain a refund or reimbursement for charges previously incurred on your Credit Card Account (for example, when you return goods or cancel bookings made and paid for and a credit is issued to your Credit Card Account) your Airpoints Dollars will be reduced accordingly. Any reduction of your Airpoints Dollars is at our discretion.

- 2.18 Changing the Nominated Earner:** The Account Owner may contact us if he or she wishes to appoint themselves as the Nominated Earner instead of the current Nominated Earner. You must notify us immediately if the Nominated Earner ceases, for any reason, to be a member of the Airpoints Programme. If at any time you do not have a Nominated

Earner who is a member of the Airpoints Programme, then you authorise us to appoint a new Nominated Earner and join them up to the Airpoints Programme without further notice to you.

- 2.19 GlobalPlus Bonus Partners:** We may appoint GlobalPlus Bonus Partners from time to time that may offer you promotional Airpoints Dollars on purchases of GlobalPlus Bonus Partner goods and services with your Card. You authorise GlobalPlus Bonus Partners to collect the Nominated Earner's Airpoints number at the point of sale and hold it for the crediting of Airpoints Dollars.

3. Bill Payments

- 3.1 Use of your Card for payment of bills:** You may use your Card to effect Bill Payments.
- 3.2 Processing Bill Payments:** Bill Payments will only be paid if there are sufficient funds in your Credit Card Account at the time the payment is processed. For Bill Payments that are programmed in advance, if there are insufficient funds on the business day the payment is processed, the payment will be cancelled one business day after that day and a fee may be charged. Bill Payments made from your Credit Card Account before 8.00 pm will be debited on your Credit Card Account the next business day and payments made after 8.00 pm will be debited on your Credit Card Account two (2) business days later.
- 3.3 Maximum limit:** From time to time we may set a maximum amount that you can pay from your Credit Card Account in respect of a single Bill Payment. Should you exceed this maximum amount, we cannot guarantee processing of the payment or accept liability for fees or interest charged by us or any other party. You may check the maximum amount for a Bill Payment by contacting us in accordance with clause 15.
- 3.4 Pre-selected bill payees:** Pre-selected bill payees may have pre-arranged with us to accept Card payments. Bill Payments treated as purchases may earn Airpoints Dollars and an interest-free period (if applicable). In the case of Visa or MasterCard, we may elect to treat such Bill Payments as either a purchase or Cash Advance. In the case of American Express Cards, all Bill Payments are treated as Cash Advances. Bill Payments treated as a Cash Advance will attract a Cash Advance fee, and interest will apply immediately if your Credit Card Account is in debit. You will not earn Airpoints Dollars on any bill payments that are treated as a Cash Advance. If your pre-selected bill payee does not accept Card payments you may be required to select another Card Account to make the payment from or arrange to set up a self-selected bill payee.
- 3.5 Self-selected bill payees:** Bill Payments from self-selected bill payees are treated as Cash Advances. They will attract a Cash Advance fee and interest will apply immediately until the Cash Advance is paid in full. Self-selected bill payee payments will not earn Airpoints Dollars.

4. Your Card Accounts

4.1 Card access: Using your Card, you can access your Credit Card Account and the 24 Hour Banking Accounts nominated for that purpose.

4.2 Statements: A record of Transactions will appear on your statements provided by us for your Credit Card Account. Your statements should be kept in a safe place so that you can refer to them if needed, as a charge may be payable for replacements.

4.3 Credit interest: Interest at rates set by us may be paid on credit balances in your Credit Card Account although this may not be available on all accounts. You will be advised of changes to the interest rate by advertisements in the public notices column of major newspapers or by disclosure on your statement.

If we decide to pay credit interest on your Credit Card Account it will be calculated on the daily balance, net of any transactions and bank charges, and paid into your account monthly in arrears. Any applicable current annual credit interest rate will be shown on your statement. We may set a minimum credit balance on which interest is payable.

4.4 Joint accounts:

(a) Joint accounts: We may at our discretion allow you to establish a joint Credit Card Account, in which case the provisions of this clause 4.4 shall apply.

(b) Operation and liability: Any one Account Owner of a joint Credit Card Account can operate and instruct us to act in respect of the joint Credit Card Account separately. This means that, without limitation, any one Account Owner can undertake Transactions within the credit limit of the Credit Card Account as described in clause 2.10 or apply to change, or agree to/decline a change in, the credit limit of the Credit Card Account in accordance with clause 2.11.

We will give any notices in relation to a joint Credit Card Account to the address according to our records. In addition, any notice given to one Account Owner of a joint Credit Card Account is deemed to be sufficient notice to all Account Owners. Unless otherwise agreed in writing by us, each Account Owner of a joint Credit Card Account is liable both individually and together with the other Account Owners, in respect of any amount owing to us on that account. Accordingly, any one or more of the Account Owners may be required to pay all the money that is owed in respect of a joint Credit Card Account.

(c) Disputes: If a dispute occurs between Account Owners of a joint Credit Card Account, we must be immediately advised and the Account Owners should seek independent legal advice. For the avoidance of doubt, where joint Account Owners are married or living in a defacto relationship, a separation of such joint Account

Owners will be viewed by us as a "dispute" for which notification to us is required.

(d) Closing of a joint Credit Card Account by you: Your joint Credit Card Account may be closed by any one of you so instructing us. In such case we will not be liable to the other Account Owner(s) for any consequences arising from the closure. If any Account Owner of a joint Credit Card Account requests the removal of their name from that account we will treat this as a request to close the Credit Card Account and section 11 shall apply. However, the joint and individual liability for all outstanding debt will remain in relation to the joint Credit Card Account until repayment of the whole of that debt is received by us.

(e) Deposits: Where you are an Account Owner of a joint Credit Card Account and we receive a deposit (whether by cheque, draft, bill of exchange or other instrument or payment authority) in your favour we may credit it to your joint Credit Card Account, unless instructed in writing to pay it into a separate account in your name.

(f) Death of a joint Account Owner: If any Account Owner of a joint Credit Card Account dies, the remaining Account Owner(s) automatically becomes the owner of any credit balance in the account and has full authority to operate the account. We will incur no liability for paying or delivering any such credit balance to the surviving Account Owner. Any liability an Account Owner of a joint Credit Card Account may have to us will not be extinguished by the death of any joint Account Owner. We may change the credit limit, or suspend or close the account as set out in clause 4.4(g)(iv).

(g) Where we may suspend or close a joint Credit Card Account:

We may suspend the operation of, or close, a joint Credit Card Account without prior notice if:

- (i) there is any dispute between any of the joint Account Owners and this has not been resolved to our satisfaction;
- (ii) one joint Account Owner attempts to withdraw, or notifies us of his or her intention to withdraw, from the joint Credit Card Account;
- (iii) we learn that any joint Account Owner has committed an act of bankruptcy or been declared bankrupt or that a petition has been presented to declare any joint Account Owner bankrupt;
- (iv) if any Account Owner of a joint Credit Card Account dies; or
- (v) any joint Account Owner purports to assign or dispose of his or her interest in the joint Credit Card Account.

- (h) **Consequences of suspension or closure:** Where we suspend or close a joint Credit Card Account:
- (i) each joint Account Owner prior to suspension or closure of the account will continue to be jointly and individually liable for any outstanding debt;
 - (ii) we will not be liable to any joint Account Owner for any consequences of the suspension or closure of the joint Credit Card Account; and
 - (iii) we will not be liable to any joint Account Owner if we do not suspend or close a joint Credit Card Account when we could have done so.

4.5 Additional cardholder: If you are an Account Owner (excluding any Account Owner of a joint Credit Card Account) we may, at our discretion, issue an additional Card to a person you nominate. When that person receives and signs his or her Card, it can be used on your Credit Card Account. As the Account Owner, you will be liable for all Transactions arising from the use of the additional Card as if they were your own. The additional cardholder will have no liability to us for making any payments. You may cancel the additional Card by writing to us and ensuring the cancelled Card has been destroyed. You will, however, continue to be liable for all Transactions up to the date the Card was destroyed together with any other Transactions authorised by your nominated cardholder.

5. Credit Card Account Operation

- 5.1 Verification of identity:** We may from time to time require proof, to our satisfaction, of your identity or the identity of any person authorised to operate your Credit Card Account.
- 5.2 Instructing us:** Subject to conditions notified by us from time to time, we may at our discretion allow you to give instructions in respect of your Credit Card Account by telephone, facsimile, email, text, card or computer, or by any other written, electronically communicated or verbal method acceptable to us (each a "facility"). We may require you to provide a written indemnity before making any such facility available to you. Except as otherwise required by law, we may allow the operation of a Credit Card Account of a deceased person if authority was given by this person prior to his or her death.
- 5.3 Available Transactions:** Your Credit Card Account may be operated by deposits, withdrawals, transfers, direct credits, direct debits, automatic payments or any other type of payment authority acceptable to us.
- 5.4 Authority:** You authorise us to act in accordance with your instructions relating to your Credit Card Account. You acknowledge that we may decline to so act where we consider we have good reason to do so. In particular, we will not be obliged to act in accordance with your instructions where to do so would result in your credit limit being exceeded.

5.5 Changes to Account Number: If your Account Number changes or you change from one type of account with us to another, we may redirect to your new account Transactions that would have been credited or debited to your old account, unless you specify otherwise. We will not, however, be liable to you if we do not redirect any Transactions when we could have under this clause.

5.6 Set off and combination: You authorise us, at any time and without notice, to combine any credit balance of one of your BNZ accounts with the balance of another of your BNZ accounts, so as to treat them as a single balance, and there will be no implied agreement to the contrary. If you owe any money to us that is due but unpaid, whether it is owed alone or with others, you authorise us, without prior notice, to apply any credit balance in any of your BNZ accounts, or any other amount we owe to you, towards that unpaid amount. For this purpose, you authorise us to transfer funds from one BNZ account to another (including any joint account that you can operate individually), to use funds in one currency to buy another currency and to break any term deposit. We may do this without prior notice, in the order, and as often, as we determine.

5.7 Recording instructions: You authorise us to record any telephone calls between you and us, and to retain such recordings.

5.8 Ownership of credit balance: Unless you instruct us otherwise in writing, you acknowledge that you are solely entitled to any credit balance in your Credit Card Account, that it belongs to you and does not belong to any other person, and that no other person has any legal or beneficial interest in it. For avoidance of doubt, this clause 5.8 does not affect our rights of set off and contribution set out in clause 5.6.

5.9 Use and return of forms: Forms encoded by us with a Credit Card Account number must not be used to access or operate any other BNZ account. Where you would be entitled to the return of any form, we may, at our discretion, provide you with a copy of the actual form.

5.10 Transaction priority: We may determine the order of priority of your Credit Card Account Transactions.

5.11 Liens: If we receive or hold any property, items or documents for you for any purpose we may, at our discretion, exercise a lien over the property, item or document as security for any amount you owe to us (whether alone or with any other persons) under your Credit Card Account.

5.12 Rights to your Credit Card Account: You may not assign, mortgage, charge or declare a trust of any rights to your Credit Card Account, including any credit balances, except with our prior written consent.

6. Fees

- 6.1 Account fees:** Fees may be debited to your Credit Card Account for maintaining it.
- 6.2 Additional/joint account fee:** A fee may apply. This fee will normally be debited to your Credit Card Account at the same time as the account fee referred to in clause 6.1.
- 6.3 Card replacement fee:** If your Card is replaced because it is damaged, lost or stolen, we may debit a Card replacement fee to your Credit Card Account.
- 6.4 Cash Advance fee:** If you make a Cash Advance we may debit a Cash Advance fee to your Credit Card Account.
- 6.5 Manual payment fee:** If you request us to transfer the balance of another BNZ Card to your Credit Card Account, we may debit a manual payment processing fee to your Credit Card Account and may charge a Cash Advance fee to the account of your other BNZ Card.
- 6.6 Late payment fee:** If the current minimum payment due or the total minimum payment due (as applicable) is not received by the Last Date for Payment, we may debit a late payment fee to your Credit Card Account.
- 6.7 Over limit fee:** If you undertake a Transaction in excess of your credit limit we may debit an over limit fee to your Credit Card Account.
- 6.8 Dishonour fee:** Should any payment (including third party payments) be subsequently dishonoured, we may debit a dishonour fee to your Credit Card Account.
- 6.9 Foreign currency service fee:** A foreign currency service fee will be debited to your Card Account each time you use your Card Account for foreign currency purchases, Cash Advances or cash withdrawals. If a Merchant performs a purchase return or reversal the foreign currency service fee charged on the original purchase (subject to exchange rate fluctuations between the time of the purchase and purchase return or reversal) will be refunded. The foreign currency service fee is calculated as a percentage of the New Zealand dollar value of each foreign currency purchase, Cash Advance or cash withdrawal. The converted amount of your Foreign Currency Transaction and the foreign currency service fee (where applicable) are both included in the New Zealand dollar amount and in the rate of exchange shown on your statement for each Foreign Currency Transaction.
- 6.10 Voucher copy fee:** A voucher copy fee may be charged if you require a copy of an authorised Transaction on your Credit Card Account.
- 6.11 Airpoints Programme joining fees:** You may need to pay the Airpoints Programme joining fee. This will be charged to your Card.

- 6.12 Agreement to pay:** You agree to pay the above and any other fees and/or charges determined by us or imposed by government regulation, and further agree that such fees may be debited to your Credit Card Account. Current fees are outlined in our 'Current Charges' flyer for your Card, which is available upon request. These fees and charges may be changed from time to time by us or Air New Zealand (in relation to the joining fee referred to in clause 6.11). We will keep you advised of fees and charges in accordance with the Code of Banking Practice.

7. Interest Charges

- 7.1 Interest Charges:** Interest will be charged on your Credit Card Account in the circumstances set out in this section 7.
- 7.2 Interest on Cash Advances and Balance Transfers:** You will be charged interest on a Cash Advance (including any applicable Cash Advance fee or foreign currency service fee) or a Balance Transfer (as the case may be) from the date the Cash Advance or Balance Transfer is made until the Cash Advance or Balance Transfer (including any applicable Cash Advance fee or foreign currency service fee) is repaid in full to us. Interest charged on a Cash Advance or Balance Transfer (as the case may be) will also incur interest from the date the interest is originally debited until it is paid in full.
- Interest on Transactions other than Cash Advances or Balance Transfers**
- Credit Card Accounts with an interest free period:**
- 7.3 Full amount of current balance:** If you always pay the full amount of the "current balance" shown on your statement by the Last Date for Payment, interest will not be charged on Transactions (including fees and charges on those Transactions), other than on Cash Advances and Balance Transfers as set out in clause 7.2.
- 7.4 Less than current balance:** Regardless of whether you pay the current minimum payment due or the total minimum payment due (as applicable) in accordance with clause 8.1, if you pay less than the full amount of the "current balance" shown on your statement by the Last Date for Payment, interest will be calculated and charged in the following two ways:
- on the current balance (including interest, fees and charges) as at the closing date of your statement: on this current balance from the opening date of your next statement until the closing date of that statement; and
 - on Transactions and interest, fees and charges debited after the opening date of your next statement (regardless of the statement period in which they were made):
 - on Transactions (including any applicable Foreign currency service fee or Cash Advance fee): from the date the Transaction was made (not debited);

- on fees (excluding any foreign currency service fee or Cash Advance fee), charges and interest: the date the fee, charge or interest was debited to your Credit Card Account;

taking into account any payments or credits made to reduce the amounts outstanding under (a) and (b) above from time to time.

Interest will be charged to your Credit Card Account on the closing date of this next statement.

7.5 Subsequent Statements: When you next pay the new "current balance" in full on a subsequent statement by the Last Date for Payment, you will not pay interest after the closing date of this statement on the current balance or Transactions debited after the closing date of this statement, except for:

- interest on Cash Advances and Balance Transfers as set out in clause 7.2; or
- if you do not pay the next (or a later) "current balance" in full by the Last Date for Payment as outlined in clause 7.4.

7.6 Credit Card Accounts with no interest free period: If your Credit Card Account has no interest free period interest will be charged from the date the Transaction (including any applicable foreign currency service fee or Cash Advance fee) is made or the fee (excluding foreign currency service fees or Cash Advance fees), charge or interest is debited, until paid in full.

7.7 Notification of rates: The current annual debit interest rates, and any interest rate structures, specials or promotions (if applicable) are shown on each statement. We set these interest rates and we may change them at any time.

Notice of these changes will be displayed in our stores, advertised in the public notices column of major daily newspapers, and posted on our website. The new rates and other changes will then be disclosed on the statement recording your next Transaction to which the new rate applies.

8. Payments

8.1 Minimum payment due: The "current minimum payment due" is recorded on your statement and is the minimum payment you must pay by the Last Date for Payment unless your statement records a "total minimum payment due" in which case this is the minimum payment you must pay us by the Last Date for Payment. If there is a "total minimum payment due" showing on your current statement, this comprises any "current minimum payment due" plus, if applicable, an amount overdue from a previous statement and/or an amount by which you have exceeded your credit limit. We will advise you on your statement of the "current minimum payment due" and if applicable the "total minimum payment due", however you may elect to pay more than the "total minimum payment due" if you wish.

If there is an "over limit amount due now" showing on your current statement, you have exceeded your credit limit and must pay this amount immediately. If you have made any more purchases, which are not shown on your current statement, you must also pay these amounts immediately. If there is an "overdue amount due now" showing on your current statement, you may not have paid the "total minimum payment due" or the "current minimum payment due" or both as shown on the previous statement and you must pay this immediately.

8.2 Deposit Reversal: A Credit Card Account balance may be altered by reversal of any unpaid cheque or other non-cash payment included in a deposit.

8.3 When payment received: For the purposes of calculating interest, your payment will be credited to your Credit Card Account as at the date we receive it. Standard processing times mean that a payment may not appear on our records in time for it to be taken into account when deciding whether to approve a Transaction. Generally, your payment must be received by us two (2) business days prior to your statement closing date if it is to appear on your current statement.

8.4 Allocation of payments: We are not obliged to act on or verify compliance with an instruction to apply a payment for a specific purpose or subject to any condition and we will not be responsible for applying a payment contrary to any instruction. The way your payments to your Credit Card Account are applied will be determined by us at our discretion. However, generally they will be applied in the order set out below:

- interest, fees (excluding a foreign currency service fee) and charges (with the interest, fees and charges incurred on the lowest interest rate Transactions repaid first);
- any Transactions (excluding Cash Advances but including any applicable foreign currency service fee) with a lower interest rate than the standard annual debit interest rate (with the lowest rate Transactions repaid first if there is more than one interest rate applicable to Transactions lower than the standard annual debit interest rate);
- Cash Advances (including any applicable foreign currency service fee) then all other credit arising from Transactions (including any applicable foreign currency service fee) processed prior to the last statement;
- Cash Advances (including any applicable foreign currency service fee) then all other credit arising from Transactions (including any applicable foreign currency service fee) processed on the last statement;
- Cash Advances (including any applicable foreign currency service fee) then all other credit arising from Transactions (including any applicable foreign currency service fee) processed on the current statement;

- (f) Cash Advances (including any applicable foreign currency service fee) then all other credit arising from Transactions (including any applicable foreign currency service fee) made since the current statement.

Notwithstanding the above clauses, if you have made a payment that creates a credit balance in your Credit Card Account, that credit will be applied to any future Transactions in the order that those Transactions are processed.

- 8.5 Direct debit facility:** You may have a direct debit facility where we will debit a New Zealand bank account for either your full statement Closing Balance or the current minimum payment due or the total minimum payment due (as applicable) on the Due Date detailed on your statement. You will need to complete a Direct Debit authority form that can be downloaded from globalplus.co.nz. Alternatively call us on **0800 4321 46** and request a form by post.

Once your direct debit is set up, you will receive a statement with a message on the remittance advice stating: "Unless advice to the contrary is received from you by dd/mm/yy (date), the amount of \$(dollar amount) will be directly debited from your bank account on dd/mm/yy." Until this time you should continue to pay your account in the normal manner.

If you make a separate manual payment, your direct debit payment will still equal the amount detailed on your statement unless you contact us to amend the direct debit amount by the notice date detailed on your statement.

9. Your Liability

- 9.1 Your obligations:** You agree:

- not to use your Card beyond the credit limit applying to your Credit Card Account;
- to pay at least the current minimum payment due or the total minimum payment due (as applicable) by the Last Date for Payment;
- to immediately pay any amount that exceeds your credit limit;
- to advise us of any change to your contact details;
- to notify us immediately if your Card has been lost or stolen or your PIN has or may have become known to someone else;
- to immediately destroy your Card if requested;
- to pay in the manner and at the times requested by us the full amount of all Transactions and costs, charges and interest on your Credit Card Account;
- to advise your bank and any other party to cancel any authorities (such as automatic payments or direct debits) in respect of payments to or Transactions from us once your Credit Card Account has been closed or withdrawn, or if it has been suspended.

- 9.2 Non-payment:** If you do not pay your Credit Card Account:

- you must pay, on demand, any legal fees (on a solicitor/client basis) or other costs which we may incur in recovering or attempting to recover any amounts properly payable by you to us and we may debit such legal fees and other costs to your Credit Card Account;
- we have the right to debit any other account you may have with us for any money due by you to us in respect of your Credit Card Account.

- 9.3 Liability when Card is lost or stolen:** Once you have notified us that your Card has been lost or stolen, or your PIN may have been disclosed to someone else, you will not be liable after that time for any Transactions by someone else using your Card. Your liability for any loss before notifying us will not exceed \$50 unless you have:

- unreasonably delayed notifying us;
- selected an unsuitable PIN such as the examples referred to in clause 2.6;
- written your PIN on your Card or kept a written record of your PIN with or near your Card;
- kept your PIN in a form that can readily be identified as a PIN;
- disclosed your PIN to someone else or failed to take reasonable care to prevent others from identifying your PIN, when, for example, keying-in your PIN;
- allowed someone else to use your Card or failed to reasonably safeguard your Card;
- contributed to or caused losses from unauthorised Transactions as a result of your actions.

- 9.4 Liability for loss before notification:** If any of the events in clause 9.3 apply, you will be liable for all Transactions before you notified us, or for any loss which could otherwise have been prevented up to the amount you yourself would have been able to access during the time before you notified us of the loss or theft of your Card, or the disclosure of your PIN. If these Transactions cause your credit limit to be exceeded, you will be liable to pay the excess amount without delay.

- 9.5 Negligence and fraud:** The limits on your liability set out in clauses 9.3 and 9.4 do not apply where you have acted negligently or fraudulently, either alone or together with any other person.

- 9.6 Your liability:** You will be liable for all loss, including any consequential loss suffered by third parties, if you act fraudulently, either alone or together with any other person. You may be liable for some or all loss arising from any unauthorised access, whether occurring before or after notification, if you have caused or contributed to that loss, for example, failing to comply with these Terms and Conditions.

9.7 Exclusions: You are not responsible for:

- any negligent or fraudulent conduct by any of our staff, agents or parties involved in the provision of electronic banking services;
- any incorrect charges to your Card Accounts when the machinery used or system involved in a Transaction is not working properly, unless you persist in using the Card Account when advised by a message or notice on display that the machinery or system is not functioning properly;
- any unauthorised Transaction occurring either before you receive your Card or when it is clear to us that you could not have contributed to any loss you may have suffered.

9.8 Security: Any money owing by you in respect of your Credit Card Account is secured by any present or future securities given by you (whether in conjunction with any other person(s) or not) to us.

10. Our Position

10.1 Where we are not responsible: We are not responsible for:

- refusal by a Visa Member, an American Express Member or a MasterCard Member to make a Cash Advance;
- any dispute between you and a Merchant;
- any dispute between you and any additional cardholders or Account Owners;
- the actions of any Merchant;
- any losses caused by occurrences beyond our control, including non-delivery of mail and failure of an ATM or communication linkage resulting in you being unable to use your Card;
- any action taken by us, where your Card has been reported lost or stolen, which results in a Merchant refusing a Transaction because he or she suspects that you do not own your Card;
- any action taken against you in connection with the fraudulent use of your Card;
- any losses which arise where you have acted negligently or have acted fraudulently, either alone or together with any other person(s);
- the redemption of Airpoints Dollars or any rewards you receive under the Airpoints Programme. You and Air New Zealand, or the person, company or firm that supplies the reward, will settle any disputes relating to rewards you receive under the Airpoints Programme, subject to the Airpoints Programme Terms and Conditions.

10.2 Where we are not liable: Provided we have complied with our duty to act with reasonable care and skill and our other obligations under the Consumer Guarantees Act 1993, we:

- will not be liable for any claim that arises from acting reasonably in accordance with your instructions;
- will not be liable for any loss suffered by you or any third party due to matters outside our control (including, without limitation, non-delivery of mail, machine failure, system failure, strikes, or communication linkage failure resulting in you being unable to use your Card);
- accept no liability for the loss or destruction of, or delay in processing, cheques or other instructions or documents;
- accept no liability (except interest for the period of the delay) for any delay in transferring funds to or from your accounts;
- will not be liable for any action taken by us, where your Card has been reported lost or stolen, which results in a Merchant refusing a Transaction because he or she suspects that you do not own your Card;
- will not be liable for any losses which arise where you have acted negligently or have acted fraudulently, either alone or together with any other person(s); and
- will not be liable for either refusing to act on contradictory instructions given in respect of your Credit Card Account or for acting on any one only of such contradictory instructions.

10.3 Acting on instructions: Subject to complying with our duty to exercise reasonable care and skill and other obligations under the Consumer Guarantees Act 1993, but otherwise irrespective of anything else stated in these Terms and Conditions, we:

- may decline to act or delay acting on any instructions given where we consider that we have good reason to do so; and
- may, where your Credit Card Account can be accessed by telephone or by any electronic means, assume that any telephone or electronic instructions received using your PIN or access number and password are authorised by you.

10.4 Your indemnity to us: Where we act upon a facsimile, telephone, e-mail or other electronic instruction from you regarding your Credit Card Account, and that instruction appears to our reasonable satisfaction to have been made in accordance with authorities held by us, to the extent permitted at law you indemnify us against all losses, claims and expenses that we may incur by reason of acting upon the instruction. Without further authority or enquiry we may debit your Credit Card Account with all such claims and expenses, whether or not your Credit Card Account may exceed its credit limit as a result. As a result, interest may be charged as explained in clause 7 of these Terms and Conditions.

10.5 Reasonable care and skill: We will provide our services in relation to your Credit Card Account with reasonable care and skill.

10.6 Code of Banking Practice: We will comply with the Code of Banking Practice as it applies to these Terms and Conditions.

11. Suspending your Credit Card Account (including Limiting or Suspending Transactions), closing your Credit Card Account or Card Cancellation

11.1 By us: We may at any time suspend operation of your Credit Card Account (including, but not limited to, limiting or suspending the number, types and/or amounts of Transactions we authorise on your Credit Card Account) or close any Credit Card Account.

We may at any time cancel your right to use your Card. As soon as your Credit Card Account is closed or your Card is cancelled you must destroy all Cards issued on your Credit Card Account by cutting them (including any chip on the Cards) in half. If your Credit Card Account is cancelled you must then immediately pay the entire balance of your Card Accounts that we have specified. If the Nominated Earner ceases to be a member of the Airpoints Programme and a new Nominated Earner is unable to be appointed (for example, if the Account Owner ceases to be a member and there are no joint or additional cardholders), then we may close your Credit Card Account, cancel your right to use your Card and require that it be destroyed. If we do not close your Credit Card Account, you will nevertheless lose any entitlement to earn new Airpoints Dollars. If the Nominated Earner ceases to be a member of the Airpoints Programme or the Nominated Earner for the Credit Card Account, then you will also lose any entitlement to earn Airpoints Dollars for your Airpoints Programme membership account on purchases made since your most recent statement.

11.2 By Account Owner: If you are an Account Owner you can apply to cancel your Card and close your Credit Card Accounts by:

- completing an appropriate form, which is available at any of our stores;
- sending written advice confirming that your Card has been destroyed (you should cut it in half) to:
GlobalPlus
P O Box 2579
Wellington 6140
fax number **+64 4 474 9359**;
- sending us an e-mail via our Internet Banking site at **bnz.co.nz**; or
- calling us on **0800 4321 46**.

If you are an Account Owner you must destroy all Cards issued on your Credit Card Account by cutting them (including any chip on the Cards) in half.

11.3 Your liability: If a Credit Card Account is closed and/or your Card is cancelled, whether by us or by you, you will still be liable for:

- payment of the debit balance in your Credit Card Account;
- all fees and charges and any Transactions made up to the time that your Card is destroyed. This covers Transactions that have not been debited due to negotiation delays by a Merchant or other parties dealing with the Transaction;
- use of the Account Number for any mail, telephone or remote Transactions prior to or after the destruction of the Card;
- any legal fees (on a solicitor/client basis) or other costs which we may incur in recovering amounts owing on your various Card Accounts;
- any fees or other costs associated with any recurring Transactions, or cancellation of any recurring Transactions, arranged with a Merchant or another bank;
- interest on the outstanding balance of your Card Accounts if, for any reason, it is not paid off immediately.

Any indemnity given to us in these Terms and Conditions will survive closure of your Credit Card Account.

11.4 Repayment in other circumstances: The entire debit balance of your Credit Card Account becomes immediately due and payable in the event of your death or if you become bankrupt or insolvent.

11.5 Card cancellation and Airpoints Dollars: When your Credit Card Account is closed the Nominated Earner will not earn Airpoints Dollars on purchases made since your most recent Credit Card Account statement.

12. Errors or Discrepancies

12.1 Your obligation to notify us: You must notify us in writing within sixty (60) days of the closing date of the relevant statement if you think that:

- the statement shows an incorrect charge;
- a Transaction is incorrectly recorded on the statement;
- you have lost funds because an ATM or EFTPOS terminal is not working properly during the period to which the statement relates.

You are responsible for checking your statements to ensure their accuracy and advising us of any error or discrepancy, even if you are away from the statement address we hold for you. If you do not write to us within this time period at the address listed at the end of these Terms and Conditions, the charge or the record of the Transaction will remain.

- 12.2 Information required:** If you think an error or mistake has been made you need to tell us:
- your name;
 - your Account Number and the numbers of your Credit Card Accounts you think have been affected;
 - what happened, when it happened, how much you think has been lost and, if relevant, who the Merchant is or where the ATM or EFTPOS terminal is located.
- 12.3 When we will respond:** We will acknowledge receipt of your enquiry and advise you of the expected time that it will take to obtain the necessary information.
- 12.4 Action we will take:** We will correct your Credit Card Accounts if we are satisfied that an ATM or EFTPOS terminal was not working properly, if we have made an error, or if the Card used was forged or faulty, or, subject to the exceptions set out in these Terms and Conditions, if the Card has been used fraudulently. If, as a result of our investigation, we believe that the charge or Transaction should remain, we will write to you setting out our reasons for this conclusion. A fee may be charged for this service.
- 12.5 If you are not satisfied:**
You should refer your complaint to the
Manager Complaint Resolution
BNZ
P O Box 995
Auckland 0600
telephone 0800 788 999.
- If you are unhappy with our investigation, you can refer the matter to the
Banking Ombudsman
P O Box 10-573
Wellington 6140
telephone +64 4 471 0006 or freephone 0800 805 950.
- 12.6 Disputes regarding Airpoints Dollars:** If you dispute the crediting of Airpoints Dollars for purchases on your Card, please contact us in the first instance – our contact details are in clause 15. Your dispute may be referred to Air New Zealand.

13. Your Information

- 13.1 Information about you:** Information about you which, at any time, you provide to BNZ or is collected by BNZ or any related company (as defined in section 2(3) of the Companies Act 1993 as if “company” includes a company or other body corporate incorporated in New Zealand or any other jurisdiction) of BNZ (each a **BNZ Company**), or which you, at any time, provide in connection with your Card and Credit Card Account to Air New Zealand Limited and other Star Alliance carriers, Partner Airlines, Non-partner airlines, Visa, MasterCard, American Express, and any insurance underwriters or insurance agents used in relation to your Card and Credit Card Account and any other future participating partners of GlobalPlus (collectively the **Parties**) may be stored, used or disclosed in accordance with this clause 13. Each of the BNZ Companies and Parties may rely on this clause 13 pursuant to the Contracts (Privacy) Act 1982.
- 13.2 Storage of Information:** Information about you may be stored physically or electronically, including in offshore facilities, by BNZ, any other BNZ Company or any third party (who is subject to an obligation of confidentiality in relation to that information) contracted to store it. Each BNZ Company will ensure that any information held about you is protected securely by safeguards as required by the Privacy Act 1993 and any other applicable laws. No BNZ Company will disclose information about you to any person, except in connection with a purpose described below, or as authorised by you or as required or authorised by law.
- 13.3 Use and Disclosure of Information:** Information about you will be used primarily for administering your Credit Card Account and offering or providing banking and other financial services to you. Information may be disclosed to another BNZ Company or a third party in connection with any of these purposes provided the recipient of the information is subject to an obligation of confidentiality in relation to that information. Information may also be used to further the relationship between you and any BNZ Company, the Parties or a third party, and for marketing purposes. This includes, without limitation, communicating with you via email, text message, an on-line facility (without an unsubscribe facility), telephone or post about any products, services or promotions offered or distributed by any BNZ Company, the Parties or a third party.
- 13.4 Market research:** To see your views on its services and the products it offers, a BNZ Company or a Party may provide your name, address and telephone number to reputable market research organisations. The information is selected at random and places you under no obligation to take part in the market research. The information is supplied in strict confidence to the research organisation, which will not be authorised to use it for any other purpose. However, if you do not wish to be involved, please advise us.

- 13.5 Credit agencies:** In respect of opening and reviewing accounts, applications and offering you relevant products and services, you authorise the BNZ Companies to make credit references and other enquiries within their normal procedures. For this purpose, the BNZ Companies may seek from any such source information concerning you. In the event that you are in default under any loan or facility from the BNZ Companies, the BNZ Companies are authorised to disclose all relevant information about you to and for the use of credit reference agencies, debt collection agencies and law firms.
- 13.6 Access and Correction:** Pursuant to the Privacy Act 1993 and other applicable laws, if you are an individual you have rights to see and request correction of personal information about you held by the a BNZ Company.
- 13.7 Please tell us:** If you do not wish to provide all the information requested on an application form, then please tell us. If you do not provide all the information requested on the application form, we may restrict the products, facilities and/or services available to you.
- 13.8 Contacting us:** To obtain more information about how we manage information about you or if you would like a copy of our relevant privacy policies please contact us.

14. General

- 14.1 New Zealand law:** Your Card Accounts, your banker/customer relationship with us and these Terms and Conditions are governed by New Zealand law. Any disputes in respect of these Terms and Conditions shall be heard and determined by the New Zealand courts.
- 14.2 Financial difficulty:** You should notify us immediately if you are in financial difficulty and believe you may not be able to meet your obligations to us. Please call us on freephone 0800 4321 46.
- 14.3 Insurance products:** We may from time to time make insurance products available to you. You will be advised of the costs and conditions that apply to those products.
- 14.4 Promotions:** We may, in association with any participating company, Merchant or person, run various schemes to promote our goods and services and/or those of the other party. You will be advised of the nature and benefits of any such promotion.
- 14.5 More information:** You may at any time ask us for information about your Card Accounts. This includes copies of previous statements, details of Transactions, details of the current fees and charges or copies of our current Terms and Conditions. Changes to Card Accounts may only be made by the Account Owner. We may charge a fee for these services.

- 14.6 Changes to these Terms and Conditions:** We may change, add to, delete or replace these Terms and Conditions from time to time by giving you at least 14 days written notice to your last known address or by advertisement in the public notice columns of major newspapers, display in our stores and posting on our website.
- 14.7 Your contact details:** You must notify us promptly of any changes to your contact details (including address, telephone details and e-mail addresses if applicable). Until you do, we will assume that the contact details we hold for you are correct.
- 14.8 Internet Banking and Telephone Banking:** Our Internet Banking and Telephone Banking Terms and Conditions apply when you use 24 Hour Banking to access your Credit Card Account. We may modify, add to or delete any of our internet banking and telephone banking Terms and Conditions from time to time, in accordance with the provisions of those Terms and Conditions.
- 14.9 Credit Contracts and Consumer Finance Act 2003:** The Credit Contracts and Consumer Finance Act 2003 applies to your Credit Card Account if you established it on or after 1 April 2005. Parts 2 and 3 of the Credit Contracts and Consumer Finance Act 2003 only apply to your Credit Card Account if you are an individual and, at the time you entered into this credit card agreement you do so primarily for personal, domestic or household purposes. If you established your Credit Card Account before 1 April 2005 then it will continue to be subject to the Credit Contracts 1981 unless we elect otherwise. We will notify you of any such election.
- 14.10 Trademarks:** "Airpoints" and "Airpoints Dollars" are trademarks of Air New Zealand.
- 14.11 Airpoints Dollars:** Air New Zealand is the provider of Airpoints Dollars, including any Airpoints Dollars advance, and the provision of Airpoints Dollars is subject to the Airpoints Programme Terms and Conditions.

15. How to contact us

WITHIN NEW ZEALAND

Contact any of our stores or call any one of our customer service representatives free on **0800 4321 46**.

WHILE OVERSEAS

Call **+64 4 470 9212** (collect) during normal business hours Monday to Friday, excluding public holidays.

TO REPORT A LOST OR STOLEN CARD

In New Zealand call free on **0800 735 901**.

From overseas call **+64 4 473 5901** (collect) 24 hours a day, 7 days a week.

Further information, and copies of our current disclosure statement, may be obtained from any of our stores or agencies.

To write to us, send your letter to:

GlobalPlus
P O Box 2579
Wellington 6140
New Zealand

You can also visit us at globalplus.co.nz