



# Prezzy card Terms and Conditions

Terms posted online on 24 April 2013. Effective 9 May 2013.

**Prezzy card is issued by Kiwibank Limited. By purchasing or using the card, you agree to these terms and conditions ("Terms"), and the card fees ("Fees") set out at [www.prezzycard.co.nz](http://www.prezzycard.co.nz) ("Website"). Our customer services numbers are: 0800 450 509 (NZ) or if you are overseas call us on +64 4 803 1640.**

## **IMPORTANT NOTICE:**

*As from 9 May 2013 Prezzy card is issued by Kiwibank Limited. If you have a card that states that it is issued by Kiwibank Limited, then these Terms form a contract between you and Kiwibank Limited. If you have a card that states that it is issued by New Zealand Post Limited, then as from 9 May 2013: (1) New Zealand Post Limited assigns all its rights and obligations under the terms and conditions for your Prezzy card to Kiwibank Limited, and Kiwibank Limited assumes those rights and obligations; and (2) provided it hasn't expired or been cancelled, your card is still valid for use, but these Terms replace all previous terms and conditions applying to your card, and form a contract between you and Kiwibank Limited.*

## **Key to know:**

1. **Expiry:** Your card can't be used after the expiry date printed on the front of the card. Unused value remaining on expiry will automatically be forfeited.
2. **Registration:** Registering your card gives you access to two key benefits of the Visa platform: you can dispute unauthorised transactions, and if you report the card lost or stolen, we can cancel it and provide you a replacement carrying over any unused value (minus fees). We can't do this if you don't register your card.
3. **Fees:** Fees apply for currency conversion, using the customer service line, disputing a transaction, online ordering and replacement cards. These are deducted from unused value on the card. See the Website for details.
4. **Stored value:** The card is prepaid and non-reloadable. Similar to a gift voucher, you are pre-paying for the right to purchase goods and services up to the value available on the card, from selected merchants who accept Visa transactions electronically. You cannot withdraw cash, or redeem the card for cash, or get money back if the card is lost or stolen. You can give the card as a gift, but must not re-sell it.
5. **Updates to terms/fees:** We can update the Terms and Fees by posting the changes to the Website. Changes take effect automatically 14 days after posting, except that the period is 90 days for any change to these Terms that materially increases your liability to us, or has a material adverse impact on your ability to access and spend the unused value on the card, except where our reason for making the change is to enable us to comply with law. Our changes to the Terms and Fees will never be applied retrospectively.
6. **Limits on card use:** The card doesn't work in manual card imprinters or ATMs, and can't be used for taxis, automated fuel dispensers or gambling, or where a merchant requires identity verification against the card details. The card also can't be used at any merchant who requires you to set up direct debits, recurring payments or payment instalments on the card.

## **Other:**

7. **No Interest:** There is no interest payable to you on value loaded onto the card.
8. **Who owns the card:** The card remains our property. You can use the card in accordance with these Terms, or give your card to another person to use in accordance with these Terms.
9. **Sign your card:** The card user must sign the card immediately, with their usual signature, in the space provided on the back of the card. You must not use your card before you have signed it.
10. **Exceeding the value on the card:** The way that certain merchants charge or process payments can sometimes result in a charge on the card which exceeds the unused value, without the card declining. Common examples are hotels, motels and car rental agencies. You can guard against this by checking your available value regularly, and confirming with merchants (before you authorise a transaction) what they can charge on the card. You must not authorise or allow any transaction on the card where you know, or have reasonable grounds to expect, that it will exceed the unused value on the card.
11. **Foreign currency transactions:** If you use your card for foreign currency transactions, the purchase amount will be converted into New Zealand dollars at a rate of exchange determined by Visa on the date it sends the purchase details to us and that sum will be deducted from the available unused value on the card.
12. **Your responsibility for transactions on your card:** You are responsible for the use and safety of your card. You must not give your card or card details to anyone or let anyone else use your card (including family members, the police or our staff), unless your intention is that they will become the rightful holder of the card. You must not leave your card in an unattended purse or vehicle or anywhere another person could remove your card without being noticed.
13. **Lost or stolen card:** You must notify us immediately if your card has been lost or stolen by calling the customer service number. This also applies if the details on your card (such as card number and expiry date) have or might have been disclosed to an unauthorised party. If your card is lost or stolen before you have registered it, we will not be able to stop, cancel or replace the stolen card, because we will not be able to identify it as your card.

14. **Where your card is registered:** If you have registered your card, then we will stop the card as soon as reasonably practicable after you notify us that it has been lost or stolen or that its details have been disclosed, and you can apply for a replacement card carrying over any unused value (minus fees). In that case, your card will not be charged for the unauthorised transactions that occurred after the card was lost or stolen, except where you have acted fraudulently or negligently, or contributed to the unauthorised use of your card, for example, by failing to take the precautions recommended in these Terms.
15. **Disputing transactions on your card:** You must tell us within 30 days from the day on which a disputed transaction occurred. If you don't report the transaction within this timeframe we cannot reverse it. You are not able to stop the payment of any purchase made with the card by you or with your permission. You cannot dispute a transaction if you change your mind about a purchase or make a mistake in the purchase. Instructions for disputing a purchase are set out on the Website. Kiwibank is a member of the Banking Ombudsman's Dispute Resolution Scheme which provides customers with an independent avenue of recourse if a dispute can't be resolved firstly through Kiwibank's internal dispute resolution process.
16. **Suspension:** We can suspend your card without notice if we have grounds to suspect that the card has been stolen or compromised, or is being used fraudulently or for other criminal activity, or in breach of these Terms, or that there is a competing claim to the card. We will lift the suspension promptly once the matter has been resolved to our reasonable satisfaction.
17. **Cancellation for fraud etc:** We can cancel your card without notice if necessary to comply with a court order, or if we reasonably form the view that the card has been stolen or compromised, or is being used fraudulently or for other criminal activity, or that you are not the rightful holder of the card. In that case, if you have registered your card, and you demonstrate to our reasonable satisfaction that you are the rightful holder of the card and were not involved in any fraudulent or criminal activity with the card, then we will issue you a replacement card on request, carrying over any unused value (minus fees).
18. **Cancellation for any other reason:** In addition, we can cancel your card for any other reason by posting a notice on the Website not less than 180 days in advance, in which case (so long as you register your card) we will provide you on request with a replacement card carrying over any unused value, without charging a replacement fee. Without limiting the foregoing, one example of such a cancellation would be where we need to transition your card to a new technology platform.
19. **Recording phone conversations and use of the Website:** For security, training and evidentiary reasons, we may record phone conversations or correspondence you have with us on any matter, either through the customer service number or directly with us, as well as your use of the Website.
20. **Limits on our liability to you:** Our liability to you under or in connection your card will be limited to the unused value on your card. We will not be liable to you under or in connection with your card for any indirect or consequential loss, or any loss of profits, cost savings, opportunity or reputation, regardless of the cause. These limitations and exclusions apply to all forms of liability (whether in contract, equity, negligence or otherwise), except to the extent that we cannot lawfully exclude or limit that liability by contract.
21. **Restrictions on dealings with the card:** You must not on-sell your card. If you have been given the card as a gift, you can use the card in accordance with these Terms, and your use of the card indicates your acceptance of these Terms. As the user of the card, you cannot assign any of your rights and obligations under these Terms. If you have stolen the card, or have purchased the card from someone other than our authorised distributors, you are not entitled to the benefit of the card or these Terms, and we have no responsibility to you.
22. **Our right to assign:** We can assign any of our rights and obligations under these Terms to any other person or business, subject to that person or business assuming our obligations under these Terms. We can perfect the assignment by posting a notice to the Website.
23. **Invalidity:** If at any time part of these Terms is found to be illegal, invalid or otherwise unenforceable, then this will not affect the legality, validity or enforceability of the rest of these Terms.
24. **Conflict with laws:** If any aspect of these Terms conflicts with any right given to you by law, then these Terms will override or exclude those rights only to the extent permitted by law, and otherwise these Terms will be read subject to all applicable laws.