**CREDIT CARD** 

## Terms & Conditions

November 2021



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These terms apply to all personal credit cards issued by Kiwibank Limited. Business Credit Card terms can be found at kiwibank.co.nz.

#### What does the shading mean?

It's important for you to read all of these terms, but we've shaded the parts we think are particularly important for our credit card customers to be aware of.

## Kiwibank Credit Cards Terms and Conditions

#### Your agreement with Kiwibank

These are the specific terms that apply to the use of your Kiwibank Credit Card and your card account. Together with our General Terms and Conditions, they form an agreement between you (the primary cardholder or joint cardholder) and us (Kiwibank Limited). They take effect from the time your card or card account is first used.

Unless expressly disclosed to you, and notwithstanding anything to the contrary in any other document, no security interest is taken in connection with your credit card or your card account.

We may from time to time provide you with extra terms and conditions, either with your card or as part of a promotion or special offer you sign up for. These will also form part of your agreement with us.

#### Responsibility for your use and others who may use the credit card account

Each credit card is linked to a card account. This is the account in your name, which you and any joint account holder or additional cardholders use to access your credit limit for your Kiwibank Credit Card and which we use to charge interest and fees relating to your card agreement.

The card account can be in the name of a primary account holder alone, or together with a joint account holder.

The primary account holder and joint account holder can both give instructions relating to the card account, and are both liable (together and individually) for all transactions made on the card account, including those made by additional cardholders.

Additional cardholders can be added by a primary or joint cardholder. Additional cardholders can use their card to make purchases from the card account, but aren't responsible for paying off the credit card. They have no authority to close the card account or give any instructions relating to the card account or other cardholders.

#### Primary and joint cardholders

Every card account has a primary cardholder and may also have a joint cardholder. When we issue your card, we'll open a card account in the name of the primary and any joint cardholder.

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The primary and any joint cardholder are responsible (together and also individually) for:

- > all amounts owing on the card account;
- > any breaches of these terms; and
- > the actions of each additional cardholder, as if their actions were your own.

The primary and any joint cardholder have full authority over the card account, which means that each of them can do the following without the other cardholders being notified:

- > access the available credit limit
- > give us instructions about the card account
- > add or remove an additional cardholder.

You must tell us immediately if a dispute occurs between the primary cardholder and joint cardholders. If a dispute occurs, each of you should get independent legal advice. Where we're notified of a dispute we may suspend the operation of the card account until we're satisfied that agreement has been reached between the card account owners. We can also do this if we become aware of a potential dispute between cardholders.

Where joint cardholders are married, in a civil union, or living in a de facto relationship, a separation of those owners is a 'dispute' we must be told about. Where joint cardholders are partners in a business partnership, the dissolution of the partnership is a 'dispute' which we must be told about.

#### Additional cardholders

You can also ask us to add one or more additional cardholders to your card account, which requires our approval. If approved, we'll issue an additional credit card to that person, which will be linked to your card account.

Additional cardholders have no authority over the card account. They can't make changes to the card account and aren't responsible for payment of the balance owing. However, they can access your credit limit using a Kiwibank Credit Card linked to your card account.

Each additional cardholder must comply with these Terms and Conditions, but you and any joint account holder will be responsible (together and individually) for all transactions they make using the Kiwibank Credit Card linked to your card account.

#### Withdrawal or closure by an account holder

If a primary or joint cardholder tells us that they want to withdraw from or close your card account, we'll either:

- > suspend the operation of the card account; or
- > close the card account and invite the remaining cardholder to apply for a new card account in their name alone.

In both cases, the primary and joint cardholder will each be notified as soon as possible. However, the primary and joint cardholders continue to be responsible (together and individually) for all amounts owing to us (including transactions made but not processed) at the date we suspend or close the card account until the amounts owing are paid in full.

#### 2. Changes to these terms

#### How we can make changes

We can change these terms, or the interest rates and fees for your card account, at any time by giving you notice. The ways we can give notice are set out below.

Normally, these changes will automatically take effect 28 days after notification, or after any longer period that we set out in the notice. If the change is in your favour, or our reason for the change is to enable us to comply with law or with rules imposed by the card scheme, we can set a shorter notice period.

#### Changes to these terms, interest rates or fees

A change to these terms, interest rates or fees won't apply to you if you close your card account and pay off all amounts owing before the change takes effect.

If you choose to close your account because we've made a change that would either:

- > substantially increase the burden of the card account, or
- > substantially decrease the benefit of the card account,

then if you ask us to close your card account, it will be closed without any refund of card account fees that you've already paid.

#### Changes to the features of your card

The features of the card are described in our product brochures and/or on the relevant product webpages at kiwibank.co.nz. These features aren't part of these terms, and may change from time to time, normally without notice. But if we make a change to these features that substantially reduces the benefit of the card, then we'll treat this in the same way as a change to these terms. If your card is an Air New Zealand Airpoints Credit Card, please note that this doesn't apply to any change in Air New Zealand's Airpoints Terms and Conditions (see section 21 below for more detail).

#### Transfer to another card

If you're no longer eligible for a type of card provided by us, or that card is no longer available, we can choose to transfer you to any other type of Kiwibank Credit Card. We'll tell you of our intention to transfer you and will give you information about the nature and cost of the new Kiwibank Credit Card. You'll be given the opportunity to cancel your card and close your current card account or to select a different Kiwibank Credit Card.

If we don't hear from you within the timeframe set out in the relevant notification, you agree to us amending the terms of your agreement with us and transferring you to the new Kiwibank Credit Card we've selected.

#### You ask us to transfer you to a new card

You may ask us to transfer you to a different Kiwibank Credit Card type at any time. Where we agree to the transfer, we'll provide you with new Terms and Conditions. This will be your new agreement with us. You should read the new Terms and Conditions carefully and note any changes, including (but not limited to) the applicable interest rates, fees and charges and/or the product features. As a result of the change, your interest rates and fees may increase. To ensure the credit card you've chosen is suitable for you and to understand the interest and fees we charge, check out our website kiwibank.co.nz.

Please note that if your card account is joint, both cardholders must consent to changing card types.

## Here's what you need to know when changing card types

If your application is approved, a new card account will be opened, and you'll be sent a new card. Once you've activated your new card or 30 days after approval, whichever comes first, the outstanding balance on your old card will be transferred in one lump sum to your new card so you'll need to make sure you have available funds on your new card when the transfer happens. Once the balance has been transferred, we'll immediately close your old card and you'll no longer be able to use it.

If you're changing from a Kiwibank Credit Card to an Airpoints Credit Card, interest free days will decrease from 'up to 55 days' to 'up to 44 days'. This means that the timeframe given each month to pay either the closing balance or minimum payment will decrease from 25 days to 14 days. See kiwibank.co.nz/personal-banking/credit-cards/managing-your-card/how-understand-your-credit-card-statement/ to find out more information on your monthly credit card statement.

If you're applying for a credit card with a higher minimum credit limit, you'll be required to apply for a credit limit increase first.

#### Your payments

Your new card will have a new card number and expiry date. Once you receive your new card you'll need to ensure any regular payments are updated – for example Uber or payments set up to pay your monthly power bill.

For payments to your credit card:

- If you pay via automatic payment you'll need to update the particulars, code and reference fields with your new card information.
- If you pay via direct debit you don't need to do anything, your direct debit will be transferred to your new card.

#### Your outstanding balance

Any debit balance transferred will be treated as a purchase which means your new card's purchase interest rate will apply and you'll receive up to 44 or 55 interest free days (whichever is applicable). This means that any existing interest rate benefits, such as a balance transfer interest rate will no longer apply. Please also note that you won't earn Airpoints Dollars on any balance transferred to an Airpoints Credit Card.

#### Changing from an Airpoints Credit Card

If you're the nominated earner and you don't have another Airpoints earning credit card with Kiwibank or another provider, that is eligible for the non expiry of Airpoints Dollars benefit, any unused Airpoints Dollars you've earned will begin to expire from the date they were earned once we close your old card in accordance with the Air New Zealand Airpoints™ Terms and Conditions

If you're changing from one Airpoints Credit Card to another, any spend accumulated for Air New Zealand Lounge eVouchers won't carry over to the new card.

#### Loyalty Programmes and other credit card benefits

If the card you're changing to is subject to an account fee, that fee relates to our costs of administering and supporting your credit card account as well as our costs in providing rewards and benefits that may be available on your credit card.

If you have existing Credit Card Repayment Insurance attached to your current card account, the policy won't be transferred to your new card account and your cover will end. Any premiums included in the outstanding balance will incur interest when the debit balance on your old card account is transferred.

#### If we transfer you to a new card

If we exercise our right to transfer you to a different card type, the amended terms of your agreement with us (including any applicable new interest rates, fees and charges and product features) will apply from the opening date of your current statement period, not the date the transfer is approved. This means that:

- > if you have an outstanding debit balance (that is, a negative balance) on your card account when we process your transfer, it will be transferred to your new card account on the date that we process the transfer. The amended terms of your agreement with us will apply to the outstanding debit balance from the opening date of your current statement period.
- > all transactions that have been debited from, or credited to, your old card account since the opening date of your current statement period will be transferred to your new card account. The amended terms of your agreement with us will apply to those transactions as if they had been made on your new card account.

Whether we exercise our right to transfer you to a different card type, or you ask us to, your new card account may not be eligible for a rewards or benefits programme. The terms relating to the accrual of those rewards or benefits may also be different. If your new card account isn't eligible for a rewards or benefits programme, you'll cease to earn the rewards or benefits from the opening date of your current statement period. If your new card account is eligible to earn rewards or benefits under a rewards or benefits programme, but the terms relating to how those rewards or benefits are accrued will change, those changes will take effect from the opening date of your current statement period. Where you're transferring from a card that doesn't include a rewards or benefits programme to a card that does, you'll begin to earn the rewards or benefit from the date that you make your first eligible transaction using your new card.

If we exercise our right to transfer you to a different card type, or agree to a request from you to transfer you to a different card type, you won't receive a proportional refund of any account fees that you've pre-paid for any period beyond the date that the card account for the card from which you're transferring is closed and paid off.

Your statement period may change when you transfer to a new card type. You may have regular payments set up to or from your card account. When your card type changes, these payments will be cancelled. We may redirect any payments that would have been debited from, or credited to, your old card account to your new card account for a short time in order that you can set up new payments (as necessary) to or from your new card account. We won't be liable to you if we don't redirect any payments under this clause.

#### Repayment and closing the card account

#### We can close your card account at any time

At any time we can close the card account and/or require you to immediately pay us all or any part of the amounts owing on your card account. We'll do this by giving you notice using any of the direct communication methods in section 17.

We'll give you at least 28 days' notice before doing so, except in situations where our General Terms and Conditions say we can close or cancel without prior notice. These situations are outlined in clause 7 and clause 20 of our General Terms and Conditions

If we close your card account for any other reason, it will be closed without any refund of card account fees that you've already paid.

You can close your card account and pay off the amount owing at any time. Closure of the card account will also end any card-related services.

If a transaction is made on the card before the card account is closed, then you'll still be liable for the transaction if we're required to pay the merchant, even if the transaction is processed and posted to your card account only after it has been closed. The same applies if you knowingly make a transaction on the card after the card account is closed. In cases where we're not required to pay the merchant, but you specifically ask us to do so and we agree, then you'll be liable for the transaction.

## 4. Using your card and telling us if there's an error

#### You must choose a PIN and sign your card

When you get a card, you'll need to choose a PIN. Each cardholder must have his or her own PIN. When you receive your card you must sign it immediately, with your usual signature, in the space provided on the back. You must not use it before you've signed it.

If your card, card and PIN, card details or electronic banking service details (e.g. phone banking details) are used in a transaction (for example, a purchase, cash advance, balance enquiry or balance transfer), you authorise us to carry out that transaction and charge it to your card account without further verification or authentication.

You can't cancel or reverse transactions made by you or someone acting with your permission. Generally, you can't cancel or reverse a transaction because the merchant fails to deliver goods or services. You can't cancel or reverse a transaction because you're unhappy with your purchase or if you made a payment in error. Where we (or another bank or financial institution) make a payment into your card account in error, you agree that we can reverse the payment without giving you notice.

Your liability for unauthorised transactions is outlined in section 13 below. You must check each monthly statement and tell us within 60 days from its closing date if it shows an error or unauthorised transaction. Otherwise we can't reverse the transaction and you'll have to pay for it even if it was unauthorised.

There are maximum and minimum amounts for transactions on your card, and these are subject to change. Transactions outside these limits may be declined. Details of current maximums and minimums are available from kiwibank.co.nz.

A number of payment systems (e.g. ATMs and EFTPOS terminals) have their own maximum and minimum transaction limits, and may also charge you additional transaction fees. We don't control those fees and limits.

Please note, we can suspend your card account where allowed by clause 8 of our General Terms and Conditions, and also where specifically allowed by these terms.

#### 5. Foreign exchange rate

When you use your card for foreign currency transactions, your transactions will be converted to NZ\$ at a rate of exchange determined by the card scheme on the date it sends the transaction details to us.

#### 6. Your credit limit and positive balances

We set the initial credit limit for your card account based on the information you gave us. We can change your credit limit by agreement with you, or otherwise as allowed by the terms below. If your chosen card type has a minimum credit limit, you can't reduce your credit limit below that level, although you could transfer your balance to one of our other card types. To find out whether this applies to your card, visit kiwibank.co.nz.

You must not use your card if the transaction would result in you exceeding your credit limit. Your credit limit applies to all cards on your credit card account combined, not separately for each card. Hold amounts (explained further below) are counted against your credit limit, along with all amounts owing on your card account.

We can still charge fees, costs and interest to your card account, even if this would mean your credit limit is exceeded. We can choose to honour a transaction even if it means you'll exceed your credit limit. However, you may ask us not to honour electronic transactions where the merchant can check the available balance in real time if it means you'll exceed your credit limit.

If your credit limit is exceeded, you must pay the excess amount to us immediately.

We can reduce your credit limit or card limit at any time by giving you notice. Notice can be by any of the direct communication methods in section 17 below. The reduction will normally take effect 28 days after notification, but we can apply the reduction immediately if you fail to meet your payment obligations or if we have any other reason to believe your creditworthiness has weakened.

You must not have a positive balance of NZ\$50,000 or more on your card account for more than 30 days. In this situation, we'll require you to reduce your positive balance below NZ\$50,000 immediately. If you don't reduce your positive balance when requested, then we'll suspend your card account and refund some or all of the positive balance. We'll do this by giving you notice using any of the direct communication methods in section 17.

#### 7. Hold amounts

Some merchants (such as hotels, car rental agencies and others) may impose hold amounts on your card account. This freezes a portion of your available credit for a limited time. For example, a hotel might apply a hold amount of \$100 until you've paid for extra expenses like mini bar snacks – meaning that until the hotel releases the hold, \$100 of your available credit is reserved for any charges from the hotel, and isn't available for other transactions. We don't control the amount or period of any hold. Before using your card, you should check with the merchant to see whether they're asking you to authorise a hold.

#### 8. Balance transfers

If you transfer a debt (e.g. the balance from another credit or store card) onto your card account, it's subject to your credit limit. Unless we state otherwise, only transfers from accounts with another bank, financial institution or store card are counted as balance transfers. Transfers of amounts owing on other Kiwibank Credit Cards are treated as purchases if transferred to your card account. This is important as there may be different interest rates for a balance transfer compared to a purchase.

#### 9. Minimum repayment

On or before the due date set out in your monthly statement, you must repay at least the minimum payment. You can make additional payments over and above the minimum payment at any time.

The current minimum payment amount is 5% of the closing balance set out on your statement, or \$10, whichever is the greater amount. We can change the minimum payment amount from time to time under section 2 above.

You're not required to make a minimum payment if your most recent monthly statement has a closing balance of less than \$10 (unless we specifically ask you to) or indicates that your card account is in credit. This doesn't affect the charging of interest.

If you pay off all of the closing balance set out on your statement by the due date, we won't charge you interest except on those transaction types listed in section 11 below.

#### 10. Fees

#### **Charging fees**

We'll charge fees on your card account, including for any related services that we provide. A list of our current fees is available from your nearest Kiwibank and at kiwibank.co.nz.

#### Changes to fees

We can change our fees from time to time under section 2 above. Note that fees may continue to apply during any period where your card account is validly suspended.

#### 11. Interest

We'll charge you interest on amounts owing on your card account, as follows:

- Our current interest rates are available at kiwibank.co.nz. We can change these rates from time to time under section 2 above.
- Interest during a statement period is calculated by multiplying the relevant daily interest rate by the total of all unpaid transactions, fees and charges that accrue interest at the end of each day. The interest rate you see on your statement is the interest rate that will apply to the transactions on that statement if you don't pay the full amount by the due date.
- > We may change the interest rates at any time. When we do this, notice of these changes will be given to you directly or via public notice on our website. The new interest rates will apply from the opening date of your next statement period following the interest rate change. Your next statement will show the new interest rates.
- > Unless we advise otherwise, interest won't be charged on any fees or costs charged to your card account, or on any unpaid interest.
- Interest will be charged on any cash advance or balance transfer from the date the advance or transfer is made until the date it's repaid in full, except where stated otherwise in any specific terms that we publish as part of any applicable promotion or special offer. Cash-like transactions, such as the purchase of gambling chips or foreign cash, are treated as cash advances.
- > For all other transactions, we won't charge you interest if you've paid all of the closing balance set out on your statement by the due date.

- If you don't pay all of the closing balance by the due date, then we'll charge you interest on:
  - all transactions that make up your closing balance, which could include transactions from previous month(s) from the date they were charged to your card account; and
  - any new transactions from the opening date of your next statement.

The best way to avoid paying interest on your purchases is to pay off the closing balance in full every month and to not make any cash withdrawals.

#### 12. Order of payments

For the purpose of calculating interest and balances, your payments are generally applied to the amounts owing on your card account in the following order:

- > First to amounts from your existing monthly statement, as follows:
  - interest, fees and costs, then
  - balance transfers, then
  - cash advances, then
  - purchases with a special or promotional interest rate, then
  - other amounts, then
- > Second, to amounts due to appear in your next monthly statement, as follows:
  - interest, fees and costs, then
  - balance transfers, then
  - cash advances, then
  - purchases with a special or promotional interest rate, then
  - other amounts.

Within each of these categories, we can determine the order of payments, and payments won't necessarily be applied against the oldest amounts first. Also, when your monthly statement shows an amount that's due immediately, your payments will be applied to that amount before being applied to your minimum payment.

## 13. Your liability for unauthorised transactions

You'll be liable for all amounts charged to your card account, except as specified below.

You won't be liable for unauthorised transactions made with your card before you receive it, unless it's delivered to the wrong address because you've breached our terms by failing to update us with your current address (see clause 3 of the General Terms and Conditions, under the heading "Communicating with you").

You won't be responsible for any unauthorised transaction made with your card unless you've acted dishonestly or negligently, failed to take reasonable steps to protect your banking, or you've breached our terms, including by:

- > failing to keep your card safe;
- > selecting an unsuitable PIN, or failing to keep your PIN safe; or
- > unreasonably delaying notification to us, after you discover that your card has been lost or stolen, or after you have reason to suspect that your PIN may have been disclosed to someone else, or that someone may have gained unauthorised access to your account.

Where these circumstances apply, you'll be liable for all unauthorised transactions made with your card prior to the time at which you notify us that your card has been lost or stolen, or your PIN or card details disclosed. However, your maximum liability will be limited to the actual loss at the time of notification, or the maximum amount that you'd have been entitled to withdraw from your card account between the time your card was lost/stolen, or your PIN or card details disclosed, and the time you notified us, whichever is lower. Once you've advised us that your card has been lost or stolen, or your PIN or card details disclosed, you won't be responsible for any unauthorised use of your card after that time. This protection won't apply if you've acted dishonestly or negligently.

You're not liable for loss caused by (1) fraudulent or negligent conduct by employees or agents of Kiwibank or parties involved in the provision of electronic banking services, (2) faults that occur in machines, cards or systems used, unless the faults are obvious or notified by a sign or message displayed to users, or (3) unauthorised transactions where it's otherwise clear to us that you couldn't have contributed to the loss.

## 14. Safeguarding your card, card details, PIN and passwords

Details on how to safeguard your card, card details, PIN, passwords and what to do if your card expires, is lost or stolen, or is damaged or faulty are set out in the General Terms and Conditions, under the section headed "Cards". You must follow those rules to keep your card, card details, PIN and passwords safe.

#### 15. Your liability for third party claims

You'll pay us on request for any liability we may have for third party claims made against us as a result of your breach of these terms. You'll also pay us on request for all costs and expenses that we reasonably incur in defending or settling those claims. We can charge these amounts to your card account as costs.

## 16. Your liability for our costs of enforcement

You'll pay us on request for all costs and expenses that we reasonably incur in enforcing these terms against you and/ or pursuing and collecting any amounts owing on your card account. This may include debt collection fees that we pay to debt collection agencies. We can charge these amounts to your card account as costs.

#### How we can give you notices and send disclosures

For the purposes of these terms, we can give notices by:

- > direct communication with you (for example, by letter, email or text message, by secure message when you log in to internet banking, in an account statement, or by telephone)
- > displaying information at Kiwibank branches
- > publishing information in the media (including public notices)
- > posting information at kiwibank.co.nz, or
- > posting information on any of our electronic banking services (for example, internet banking, phone banking, ATMs or EFTPOS terminals).

You're responsible for informing us of any change of address, including email address. You'll be taken to have received any notice that we send to your most recent contact address that we have on file for your card account.

We're responsible for sending you certain information required by any law. We call these disclosures. So that we can provide your disclosures (including monthly statements), you:

- > agree to register for internet banking if you're not already registered and consent to your monthly statements being made available to you through internet banking
- consent to us emailing your monthly statements to you in electronic form to the email address we hold for you (or any email address you give us in future), and
- > consent to us making disclosures or giving notices under any law to you in electronic form by email, or by emailing you a website link, to the email address we hold for you (or any email address you give us in future).

If you're a joint cardholder, you specify that disclosures (including monthly statements) can be made available to the primary cardholder (on your behalf) in whatever way the primary cardholder chooses from time to time.

#### 18. Travel insurance

If your card benefits include travel insurance, this is arranged by Kiwibank but provided by TOWER Insurance Limited under a separate contract between you and TOWER Insurance Limited. TOWER Insurance Limited is solely responsible for any claims under that insurance. Kiwibank Limited doesn't guarantee the obligations of, or any products provided by, TOWER Insurance Limited. Important terms, conditions and exclusions are set out in the Travel Insurance for Kiwibank Credit Cards policy wording, available at kiwibank.co.nz. TOWER may change the policy wording in accordance with its terms.

#### 19. Invalidity

If at any time a part of the terms applying to your card account is found to be illegal, invalid or otherwise unenforceable, then this won't affect the rest of those terms. In addition to any other rights to change those terms, we can also change them at any time where we reasonably consider the changes are necessary to correct any illegality, invalidity or unenforceability. If we do this, we'll give at least 14 days' notice, using one or more of the methods set out in section 17.

# Additional Terms for Air New Zealand Airpoints<sup>™</sup> Credit Cards

The terms under this heading apply only in relation to Air New Zealand Airpoints Credit Cards issued by Kiwibank.

#### 20. Airpoints membership

To hold an Air New Zealand Airpoints Credit Card, you must be a member of Air New Zealand's Airpoints programme. If your Airpoints membership expires or is cancelled for any reason, your card account may also be cancelled without notice, and without any refund of card account fees that you've already paid.

#### 21. Air New Zealand benefits

Airpoints Dollars™, Status Points and other Air New Zealand benefits associated with your card are provided by Air New Zealand under a separate contract between you and Air New Zealand, on the Airpoints Terms and Conditions available at airnewzealand.co.nz/airpoints-terms-and-conditions. Air New Zealand may change the Airpoints Terms and Conditions in accordance with those terms.

#### 22. Eligible spend

The following transactions aren't eligible to earn Airpoints Dollars:

> Fees or interest, balance transfers, Credit Card Repayment Insurance, gambling chips, gambling transactions (including online gambling), money orders, travellers cheques or foreign currencies in cash, cash advances or cash withdrawals made from an ATM, or any transaction that's reversed, refunded or charged back.

#### 23. Electronic communications

Air New Zealand and Kiwibank may communicate with you including by email, text message or other electronic means. If the electronic communication includes marketing or promotional material it will include an unsubscribe option.

## 24. Collection, use and sharing of your information

You agree that Kiwibank and Air New Zealand may collect, use and share information about you and your use of the Airpoints Credit Card (for example, transaction information) or Airpoints membership, as described in this section 24.

We'll collect and use your information primarily for the purposes of opening, operating and administering your Airpoints Credit Card. Air New Zealand will collect and use your information primarily for the purposes of administering the Airpoints programme, crediting you with Airpoints Dollars and Status Points and/or providing you with Airpoints programme rewards and benefits.

Your information may also be used by Kiwibank and/ or Air New Zealand (and shared between them and their respective third party partners) for the purposes of:

- > improving services and/or benefits offered to you in respect of the Airpoints Credit Card
- furthering the relationship between you and Kiwibank and/ or Air New Zealand, including by identifying and presenting offers for products, services or promotions from Kiwibank and/or Air New Zealand
- identifying and marketing the products, services or promotions of Kiwibank and Air New Zealand's third party partners that may be of interest to you (or allow such third party partners to do so)
- carrying out aggregated statistical data analysis on Kiwibank, Air New Zealand or their respective partners' behalf, and/or
- > conducting market research.

Your information may also be collected, used and shared in accordance with our General Terms and Conditions. In particular, please be aware of the following:

- > Our General Terms and Conditions allow us to collect information about you from others for certain purposes (for example, credit checking you, or checking the accuracy of information you've provided).
- > We may credit check you. We may provide information about you (such as your repayment history) to credit reporting agencies. This information may be recorded in those agencies' databases and be available when other parties use those agencies' services. Kiwibank may receive information about you from credit reporting agencies and may use their services including monitoring services, to obtain updates on any information a credit reporting agency holds about you.

> Our General Terms and Conditions allow us to disclose your information to various third parties, including our related entities, organisations conducting market research, third parties that provide services to us, credit reporting agencies and debt collection agencies.

Please refer to the Air New Zealand Airpoints Terms and Conditions for the terms covering the collection, use and sharing of your information in the context of your Airpoints membership.

#### 25. Monthly prize draw terms

The prize draw terms at airnz.co.nz/airpoints-credit-card-use-and-win apply to the monthly prize draw run by Air New Zealand in relation to the Airpoints Credit Cards. You agree to these prize draw terms, for our benefit and also for the benefit of Air New Zealand. Any rights you have under these prize draw terms are rights against Air New Zealand.

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