

onesmart™

**Terms &  
Conditions**

## 1. Understanding these Terms and Conditions:

By applying for the OneSmart™ prepaid payment facility ("OneSmart") you agree to comply with these Terms and Conditions. OneSmart is issued by EML Payment Solutions Limited. A Product Disclosure Statement for the offer of OneSmart is available and can be obtained from [www.airzonesmart.co.nz](http://www.airzonesmart.co.nz).

### 1.1 In these Terms and Conditions:

**Activate, Activating and Activation** refers to the activation of OneSmart to enable you to use OneSmart in accordance with the PDS and these Terms and Conditions.

**Air New Zealand** means Air New Zealand Limited.

**Airpoints Dollars™** means the Air New Zealand Airpoints™ Programme's frequent flyer points.

**Airpoints Programme** means the frequent flyer loyalty programme conducted for Airpoints members operated by Air New Zealand.

**ATM** means an automated teller machine.

**AUD** means the lawful currency of Australia.

**Bank Transfer Load** means loading money onto your OneSmart facility using the bank and branch number details as described in section 5 of the PDS.

**Bill Payment** means the process by which you can add additional funds to OneSmart via your bank's telephone or internet banking service.

**CAD** means the lawful currency of Canada.

**Card** means the Air New Zealand Airpoints Programme card which includes the technology to access your OneSmart facility once you apply for and Activate the OneSmart facility.

**Cash Out** means the process whereby the Issuer will pay into your nominated NZD bank account in New Zealand the positive balance of your OneSmart facility (less any fees and charges).

**Currency** means NZD, AUD, USD, CAD, EUR, GBP, SGD, HKD, JPY or any currency available to be loaded on OneSmart as notified by us from time to time.

**EUR** means the lawful currency of Eurozone.

**Fees and Limits Table** means the fees and limits tables set out in the PDS.

**GBP** means the lawful currency of Great Britain.

**Global Emergency Assistance** means the services provided by Mastercard Prepaid when you call the OneSmart Customer Service Centre in relation to lost or stolen Cards.

**HKD** means the lawful currency of Hong Kong.

**Issuer** means EML Payment Solutions Limited (NZ Business Number 8079483).

**JPY** means the lawful currency of Japan.

**Mastercard Identity Check** means the fraud protection program which may be used to confirm your identity when completing an online purchase and which may require you to provide additional information such as an SMS password sent to your mobile phone number, personal or Card information, before the transaction is authorised.

**Mastercard Prepaid** means Mastercard Prepaid Management Services (NZ) Limited (company no. 3261147, FSP70104).

**My Account** means the account features on the website or mobile app where you can access information about your OneSmart by logging in using the Security Details.

**NZD** means the lawful currency of New Zealand.

**OneSmart** means the multi-currency reloadable, prepaid payment facility described in the PDS and these Terms and Conditions.

**OneSmart Customer Service Centre** means any services provided by us (or by service providers on the Issuer's or Mastercard Prepaid's behalf) in connection with OneSmart. It includes Mastercard Prepaid's interactive voice response system (available in English) and call centre accessible using the Security Details, available 24 hours a day on 0800 787 555 (local call) or +64 9 377 8535 (from outside New Zealand) (call charges may apply).

**Online Load** means loading and reloading OneSmart directly via the website or mobile app using methods made accessible on the website or mobile app from time to time.

**PDS** means the Product Disclosure Statement for OneSmart.

**Personal Information** is the information that the Issuer and Mastercard Prepaid and their respective agents collect from you, including any application form, correspondence, emails, telephone calls, internet communications and transactional information, in connection with OneSmart.

**PIN** means the personal identification number used to withdraw money from ATMs and authorise certain POS transactions using your Card.

**POS** means point of sale.

**Security Details** means the information given by you when applying for OneSmart or during Activation, for the purposes of verifying your identity, or any changes made to this information.

**SGD** means the lawful currency of Singapore.

**Terms and Conditions** means these terms and conditions that govern your use of OneSmart (which may be altered by the Issuer from time to time) which were supplied to you along with the PDS, and are also available on the website.

**Unauthorised Transaction** means a transaction not authorised by you, but does not include any transaction carried out by you or by anyone performing the transaction with your knowledge and consent.

**USD** means the lawful currency of United States of America.

**mobile app** means the OneSmart mobile app.

**we, us, our** means the Issuer and, except where the context indicates a different intention, also includes any agent acting on behalf of the Issuer.

**website** means [www.airnzonesmart.co.nz](http://www.airnzonesmart.co.nz).

**you, your** means the holder of OneSmart.

1.2 All amounts of money specified in these Terms and Conditions are in New Zealand dollars (unless otherwise specified).

1.3 References to days, times or periods of time in these Terms and Conditions are reckoned according to New Zealand Standard Time.

## 2. Introduction

**2.1** The PDS and these Terms and Conditions govern the use of OneSmart and apply as an agreement between you and the Issuer.

**2.2** You agree to these Terms and Conditions when you apply for OneSmart.

**2.3** By law we are required to verify your identity before providing relevant services and products to you. You must satisfactorily meet our customer identification process and policies. If you are not able to verify your identity (including but not limited to your full name, residential address and date of birth) to our satisfaction, as exercised at our sole discretion, we may refuse to accept your application and/or provide you with OneSmart.

## 3. Issuing of OneSmart

**3.1** The Currencies available in respect of OneSmart may vary from time to time. Before you make a decision to acquire OneSmart, please check the PDS and website for details of the available Currencies. If we introduce a new Currency and you choose to allocate funds to that new Currency, you will be deemed to have acknowledged and agreed that, unless otherwise notified to you, these Terms and Conditions apply to such new Currency.

**3.2** Subject to clause 5.8, you are responsible for determining the amount held for each Currency and for ensuring you have sufficient funds for all transactions in the relevant Currency. Subject to certain limits and subject to a fee (refer to the Fees and Limits Table), you may allocate your funds across different Currencies via the website or mobile app and/or by such additional methods as we may make available to you from time to time.

**3.3** You should memorise the PIN to prevent unauthorised use of OneSmart. You must also follow the security requirements set out in clause 13 of these Terms and Conditions.

**3.4** The Card is the Issuer's property. The Issuer may suspend use of the Card and/or ask that you return the Card if the Issuer believes you are misusing the Card or not complying with

these Terms and Conditions. You must ensure that the Card is promptly returned to the Issuer if it asks you to do so.

**3.5** The Card is not a credit card and, subject to the OneSmart facility becoming overdrawn, all use is limited to the amount pre-loaded and standing to the positive balance of the OneSmart facility and any other limits referred to in the PDS and these Terms and Conditions.

**3.6** There is no interest payable to you on the positive balance of the OneSmart facility.

**3.7** Amounts can be loaded onto the OneSmart facility only as specifically provided in these Terms and Conditions and the PDS.

**3.8** The issuance of OneSmart is subject to you satisfying the relevant application criteria, as determined by us from time to time in order to meet customer identification and customer due diligence requirements set by law, including by providing us with sufficient information and proof in relation to your identity.

**3.9** In certain circumstances we may also ask you to provide us with additional details, including but not limited to your source of funds. We may ask you to provide additional information in relation to your identity and/or source of funds at any time.

**3.10** We reserve the right to refuse an application at our sole discretion on any lawful grounds, including but not limited to where we are unable to satisfy ourselves as to your identity or where your profile is inconsistent with our customer profile for your OneSmart.

**3.11** You must provide all information to us which we reasonably require in order to manage anti-money laundering or counter-financing of terrorism and economic and trade sanctions risks or to comply with any laws or regulations in New Zealand or any other country.

## 4. Activation and Expiry

**4.1** To apply for OneSmart you must be a member of the Airpoints Programme, have a residential address in New Zealand and be sixteen (16) years or older.

**4.2** If you are a tier Airpoints Programme member Silver and above, you will receive a OneSmart Card automatically as part of your tiered membership. If you are not a tier Airpoints Programme member Silver and above, you can apply to receive a OneSmart Card by going to [www.airnzonesmart.co.nz](http://www.airnzonesmart.co.nz).

**4.3** When the Card is first provided to you, the OneSmart functionality is inactive and cannot be used. You may Activate your OneSmart online at any time after you receive your OneSmart Card by going to [www.airnzonesmart.co.nz](http://www.airnzonesmart.co.nz) and following the prompts. Activation of OneSmart will be subject to the Issuer accepting your application, which includes successfully verifying your identity. Your OneSmart facility does not itself expire, but the Card cannot be used to access your OneSmart facility after the expiry date printed on the OneSmart side of the Card. After this date, you will not be able to use your OneSmart Card to access money loaded onto your OneSmart facility (until you receive a replacement Card and Activate

this). You can still Cash Out the balance on your OneSmart facility at any time. You will automatically be sent a replacement OneSmart Card when your OneSmart Card expires, or when you move up a tier in the Airpoints Programme. You can also request a replacement OneSmart Card at any time (though a replacement card fee may apply).

**4.4** You may select to stop receiving a Card by updating your preferences at Air New Zealand by calling the contact centre on 0800 247 764.

**4.5** If you close your Airpoints account, your OneSmart will also be closed. However, you will still have the option to Cash Out any balance on your OneSmart.

## **5. Use of the Card**

**5.1** OneSmart may, subject to any applicable fee, be used to withdraw cash from an ATM displaying the Mastercard acceptance mark and/or to pay for goods and services at merchants, including online, who accept Mastercard. Please note that OneSmart cannot be used for manual or offline transactions. Although the Mastercard acceptance mark may be displayed, in some countries or merchants the OneSmart Card may not operate due to restrictions imposed by Mastercard. Details of the countries or merchants in which the Card will not operate are available on the website. In addition, OneSmart must not be used for any unlawful activity. You agree to never give your Card or PIN to another person.

**5.2** Use of OneSmart is subject to the fees and limits set out in the Fees and Limits Table.

**5.3** When a Card is used to purchase fuel at an automated fuel pump your OneSmart facility must have a minimum balance of NZD125 (or foreign currency equivalent). In addition, to make a telephone call there must be a minimum balance of NZD20 (or foreign currency equivalent). When these minimum balance amounts apply, any unused balance may be temporarily unavailable.

**5.4** When a Card is used at bars or restaurants an additional percentage (usually, but not necessarily, 20%) may be automatically added as an anticipated service charge or tip and debited from the OneSmart facility. If your actual service charge or tip is less, any unused balance may be temporarily unavailable.

**5.5** Certain businesses may not accept OneSmart as a means of preauthorising expenditure. If OneSmart is used for this purpose, some businesses (such as hotels, cruise lines and car rental companies) may pre-authorise the estimated amount of the final bill and this amount will temporarily be unavailable. Only the actual amount of the final bill will be deducted from the OneSmart facility.

**5.6** When a Card is used to purchase goods for delivery by mail or online an additional 10% may be automatically added as an anticipated delivery charge. If the actual delivery charge is less, any unused difference may be temporarily unavailable.

**5.7** Subject to the application of clauses 5.8 and 9.4 the applicable Currency balance (and therefore the total balance on your OneSmart facility) will be debited with the amount of each cash withdrawal or transaction and any fee and these debits will reduce the balance of the applicable Currency (and therefore the total balance on your OneSmart). Each transaction will require authorisation or validation before completion.

**5.8** If there are insufficient funds in a particular Currency to pay for a transaction, the balance of the transaction will be automatically processed using other Currencies in the following order of priority: NZD, AUD, USD, CAD, EUR, GBP, SGD, HKD and JPY. In this case a Currency conversion fee will apply each time a Currency that is different to the transaction Currency is used to fund all or part of the transaction (see the Fees and Limits Table). If following the use of the available balances of all Currencies there are still insufficient funds to pay for a transaction, the Card may be declined or the retailer may allow you to pay the balance by some other means. If we add any new currencies to the Currencies available to you in connection with OneSmart, then we will notify you of the new order of priority for the purposes of this clause 5.8 either directly or via the website.

**5.9** You agree to accept a credit to your OneSmart facility in the applicable Currency (or where the transaction was not in an available Currency, in NZD) if you are entitled to a refund or other credit for any reason for goods or services purchased using OneSmart.

**5.10** A transaction or payment cannot be stopped once you authorise the use of OneSmart.

**5.11** The ATMs and point of sale terminals are not owned or operated by the Issuer or Mastercard Prepaid and the Issuer and Mastercard Prepaid are not responsible for ensuring that they will accept OneSmart. ATM operators may charge their own fees and set their own limits.

**5.12** You must comply with all laws and regulations (including any foreign exchange controls) in respect of OneSmart in the country of purchase and/or use. We may suspend your OneSmart or end this Agreement if you attempt to use OneSmart in violation of, or your use of OneSmart is restricted under, such laws and regulations. We may block the use of OneSmart in certain countries where required by law or where subject to any applicable sanctions.

**5.13** You acknowledge that we may be required by law to block access to your OneSmart facility and immediately refuse to process or complete any transaction or suspend or terminate our arrangements with you. You agree that under these circumstances we are under no liability to you.

**5.14** You agree that we may delay, block or refuse to process any transaction without incurring any liability if we suspect that the transaction:

(a) may breach any laws or regulations in New Zealand or in any other country;

**(b)** involves any person (natural, corporate or governmental) that is itself sanctioned or is connected, directly or indirectly, to any person that is sanctioned under economic and trade sanctions imposed by the United States Office of Foreign Assets Control, United Nations, the European Union, Australia autonomous sanctions, New Zealand police or any country; or

**(c)** may directly or indirectly involve the proceeds of, or be applied for the purposes of, any unlawful conduct.

**5.15** Some merchants may offer Dynamic Currency Conversion (DCC) that allows you to pay in your home currency or another currency when you are spending overseas or online. Accepting the offer to settle in another currency may result in unnecessary conversion costs as the merchant may apply a foreign exchange margin to convert the transaction currency into another currency and other currency conversion fees may apply. If you have the local Currency loaded on your OneSmart, you may avoid DCC by using the local Currency loaded of that transaction when it is loaded onto your OneSmart Card.

## **6. Card Limits**

**6.1** Most ATM operators limit the minimum and maximum amounts that can be obtained in a single transaction. These amounts may also be limited in some countries by regulatory controls.

**6.2** Other limits are also applicable to the use of OneSmart, as set out in the Fees and Limits Table.

## **7. OneSmart facility**

**7.1** Except as otherwise set out in these Terms and Conditions, any liability we have to you is equal to the balance on your OneSmart facility at any given time and is in the Currency of the funds loaded onto your OneSmart. Loads or reloads will only be credited to the OneSmart facility, once we, or our agent, have received cleared funds from you. Your OneSmart facility will be debited and will decrease as a result of transactions and any applicable fees, as set out in these Terms and Conditions and the PDS, as soon as we authorise the relevant transaction. Where a fee applies, that fee will be deducted from the balance on your OneSmart facility at the relevant time and your OneSmart facility will decrease accordingly. Please see clause 10 for an explanation of how to redeem any unspent balance on your OneSmart.

**7.2** There are currently a number of ways that you can load money onto your OneSmart facility including Online Load, Bank Transfer Load or Bill Payment Load. Loads are subject to applicable fees and limits.

**7.3** There may be a delay (usually no more than two (2) business days if the payment is made before 2pm on a business banking day New Zealand Standard Time) before funds loaded to the OneSmart facility via Online Load methods are available for use.

**7.4** You can set and change your PIN via the website or by calling the OneSmart Customer Service Centre. As best as you can, memorise your PIN. For security purposes, you should not

keep your PIN written anywhere near your Card. If you forget your PIN, you can change your PIN via the website or by calling the OneSmart Customer Service Centre and answering the security questions you supplied on your application.

**7.5** You may also be able to make a balance enquiry at some ATMs although availability is dependent on the country and the ATM used. There may be a fee payable (to the ATM operator) for balance enquiries.

**7.6** If an ATM displays a balance for the OneSmart facility, then this may be displayed in NZD or in a different currency, in which case the exchange rate applied may be different to ours and minor discrepancies can arise. An ATM will not display a balance for each Currency. An accurate balance for each Currency can be obtained through 'My Account'.

**7.7** The Issuer and Mastercard Prepaid do not guarantee that information sent over the internet will be completely secure and the Issuer and Mastercard Prepaid accept no liability for unavailability or interruption or for the interception or loss of Personal Information or other data.

**7.8** The OneSmart facility can only be used if it is in positive balance. If a particular Currency becomes overdrawn, resulting in a negative balance for that Currency, following any transaction authorised by you, the resulting negative balance immediately becomes a debt payable by you to the Issuer and we retain the right to recover this debt by deducting funds held in another Currency. When we convert the negative balance into the relevant Currency we will use the same rate that we use for Currency to Currency allocations on the given day we process the transaction.

**7.9** Notwithstanding any such deduction, if a negative balance remains, then this amount immediately becomes a debt payable by you to the Issuer. If the OneSmart facility does become overdrawn, every attempt should be made by you to stop subsequent transactions.

**7.10** If you notice any error in any transaction in the OneSmart facility then you must notify Mastercard Prepaid immediately and in any event within thirty (30) business days of the transaction in question. Mastercard Prepaid or the Issuer may request you to provide additional written information concerning any error and you must comply with that request.

**7.11** Provided that you have complied with all reasonable requests for information we will correct the error if it is our or any of our service providers' fault. If we decide it is not our fault we will notify you in writing or by email as soon as this decision is made. Where we are required to do so, we normally re-credit the OneSmart facility within ten (10) business days, although there may be a delay while investigations are completed.

**7.12** To transfer funds to another person's OneSmart facility please follow the prompts at [airnzonesmart.co.nz](http://airnzonesmart.co.nz). There may be a delay of up to two business days before funds that you have transferred to another person's OneSmart facility are available for use. You may only transfer funds to another person's OneSmart facility if that person has activated their OneSmart

facility. You agree that you may also receive funds from another person's OneSmart facility.

## 8. Fees

**8.1** You agree to pay and authorise us to debit the OneSmart facility for the fees set out in the Fees and Limits Table. These fees may be deducted from the OneSmart facility as soon as they are incurred. Unless otherwise specified, all fees will be debited in NZD Currency. If there are insufficient funds in NZD Currency to pay such fees, then we will automatically deduct funds from other Currencies in the following order of priority: AUD, USD, CAD, EUR, GBP, SGD, HKD and JPY. Any such deduction of funds may be subject to a Currency conversion fee (refer to the Fees and Limits Table). If we make additional currencies available to you in connection with the Card, then we will notify you of the new order of priority for the purposes of this clause either directly or on the website.

**8.2** Certain merchants may charge an additional fee if OneSmart is used to purchase goods and/or services. The fee is determined and charged by the merchant and is not retained by us.

## 9. Foreign Currency Transactions

**9.1** A foreign exchange rate will apply to transactions that are conducted on OneSmart in the following instances:

- a)** Initial load or reload where you allocate funds in a foreign Currency (i.e. in a currency other than NZD);
- b)** Online Loads where you allocate funds in a foreign Currency (i.e. in a currency other than NZD);
- c)** POS transactions where the transaction is in a currency that is not one of the Currencies available on the Card (including any transaction where we deduct funds under clause 5.8 above due to insufficient funds);
- d)** ATM withdrawals where the local currency is not one of the Currencies available on the Card, or where there is an insufficient available balance in the relevant Currency;
- e)** Where you allocate funds from one Currency to a different Currency on your OneSmart facility or to a different Currency on another person's OneSmart facility;
- f)** Where we allocate funds from one Currency to a different Currency in accordance with these Terms and Conditions and the PDS; and
- g)** Where you close a Card, or request repayment of any amount in the OneSmart facility, that has funds in a foreign Currency (i.e. in a currency other than NZD).

The method for calculating the foreign exchange rate for each scenario is as set out below.

**9.2** In the circumstances described in clauses 9.1(a) and 9.1(b), the foreign exchange rates used for loading OneSmart are set and determined by Mastercard Prepaid. Foreign exchange rates are subject to variation and the rate that applies one day will not necessarily be the same on any other day.

**9.3** In the circumstances described in clauses 9.1(c), 9.1(d), and (f), the relevant amount will be funded by converting the transaction amount into the next available Currency balance on your OneSmart facility in the order of priority set out in these Terms and Conditions and the PDS or as notified to you from time to time. A currency conversion fee may apply in accordance with the Fees and Limits Table.

**9.4** The foreign exchange rate used for allocating funds from one Currency to another Currency on your OneSmart facility or from one Currency on your OneSmart facility to a different Currency on another person's OneSmart facility is set and determined by Mastercard Prepaid and varies each day.

**9.5** Where you close OneSmart, or request repayment of any balance on your OneSmart that has funds in a foreign Currency (i.e. in a Currency other than NZD), we will convert these funds into NZD Currency. The foreign exchange rate used for this is set and determined by Mastercard Prepaid and varies each day.

## Examples

**Example 1:** The following example is provided to assist you in understanding how the foreign exchange rate is set and applied when you load your OneSmart by way of an Online Load.

You are travelling to the United Kingdom and wish to Activate OneSmart and load GBP.

- Following Activation you go to the website and indicate that you wish to load GBP 1,000 into your OneSmart.
- You are quoted a foreign exchange rate of NZD 1.00 = GBP 0.6501 (GBP 1.00 = NZD 1.538).
- The corresponding New Zealand Dollar cost to you of NZD 1,538.20 is also quoted.
- This rate and the corresponding cost to you to purchase GBP 1,000 are set when you confirm your purchase.
- You will then be obliged to settle NZD 1,538.20 by Bank Transfer or such other settlement method as we make available from time to time.

**Example 2:** The following example is provided to assist you in understanding how the foreign exchange rate is set and applied when you conduct an ATM transaction in a currency that is different to the Currencies on OneSmart. Although it describes an ATM transaction the same process will apply to POS transactions.

You are travelling to Brazil and wish to withdraw Brazilian Real BRL 50.00 from an ATM there (funds from your NZD balance will be used first as per the default order of priority – see clause 5.8 above):

- Assuming the prevailing exchange rate set by Mastercard® is NZD 1.00 = BRL 0.746 the NZD cost before the currency conversion fee is applied will be NZD 67.02 (1/0.746 x BRL 50.00).

After the currency conversion fee of NZD 1.67 (NZD 67.02 x 2.5%) is applied the cost to you will be \$68.69, which will be deducted from your NZD balance.

Any withdrawal fee charged by an ATM operator will be charged in addition to the above amounts.

Any withdrawal fee charged by an ATM operator will be charged in addition to the above amounts.

**Example 3:** The following example is provided to assist you in understanding how the foreign exchange rate is set and applied when you conduct a transaction that requires us to allocate funds from several Currencies.

You are travelling in the United States of America and while shopping make a purchase for USD 150.00. At the time of this purchase you have the following Currency balances – USD 50, NZD 0, EUR 60, CAD 100.

The following application of funds will take place:

Currency balance before transaction	Amount to debit from OneSmart facility	Running purchase balance	Mastercard FX Rate excluding currency conversion fee	FX Rate including currency conversion fee of 2.5%	Currency balance after transaction
USD 50.00	USD -50.00	USD 100.00	-	-	USD 0.00
NZD 0.00	NZD 0.00	USD 100.00	-	-	NZD 0.00
CAD 100.00	CAD 100.00	USD 24.63	0.7730	0.7537	CAD 0.00
EUR 60.00	EUR 22.77	USD 0.00	1.1090	1.0813	EUR 37.23

**Example 4:** The following example is provided to assist you in understanding how the foreign exchange rate is set and applied when you allocate funds from one Currency to another Currency.

You have USD 500 held in the USD Currency balance in your OneSmart facility and you wish to transfer all of it into your GBP Currency balance.

- You go online to the website and indicate that you wish to transfer USD 500 into GBP.
- You are quoted a foreign exchange rate of USD 1.00 = GBP 0.688 (GBP 1.00 = USD 1.453).
- The corresponding amount of GBP 344 that this will enable you to purchase is also quoted.
- Once this is confirmed by you, we will deduct USD 500 from your USD Currency balance and add GBP 344 to your GBP Currency balance.

## 10. Redeeming Unspent Funds

**10.1** You may be able to redeem and Cash Out any unspent funds on your OneSmart via the website.

**10.2** If you request us to Cash Out your OneSmart and redeem any balance on your OneSmart, we will repay the balance less any applicable fees, subject always to you providing us with clear and correct banking details. In addition, the positive balance available to you will not include uncanceled, pre-authorised or 'held' amounts (see clause 5 above), although these sums will be made available to you once the pre-authorisation has been cancelled or the 'held' amounts released and the relevant amounts re-credited to the OneSmart.

## 11. Closing the OneSmart

**11.1** Your OneSmart continues until you ask us to close it and redeem your unspent funds in accordance with clause 10, even if the Card has expired or this Agreement has ended in accordance with clause 17.

**11.2** Once your OneSmart facility is closed, you must destroy the Card by cutting it in half diagonally, ensuring the Chip is destroyed, and disposing of it securely.

## 12. Global Emergency Assistance

**12.1** You are entitled to Global Emergency Assistance from Activation until closure of your OneSmart facility. Global Emergency Assistance services are provided by Mastercard Prepaid.

**12.2** The Global Emergency Assistance services are available to you, your partner and your children under 18 years of age.

**12.3** The Issuer arranges for the Global Emergency Assistance services to be provided and is not the provider. The Issuer does not promise that the Global Emergency Assistance services will:

- (a) always be available;
- (b) be suitable for any purpose; or
- (c) be provided to any particular standard.

**12.4** You acknowledge that any changes to, or discontinuance of, the Global Emergency Assistance services can occur without the Issuer's participation.

**12.5** You also acknowledge and agree that:

- (a) the Global Emergency Assistance services are used at your own risk;
- (b) the Issuer is not liable for any liability or loss arising in connection with the use by you of the Global Emergency Assistance services or because of the Global Emergency Assistance services being unavailable or discontinued;
- (c) you cannot make any complaint to the Issuer about the Global Emergency Assistance services; and
- (d) you do not rely on the Global Emergency Assistance services being available, being suitable for any purpose or being provided to any particular standard in deciding to purchase OneSmart.

### 13. Card Security

**13.1** You must make sure that you keep the Card, the Security Details and any PINs safe and secure by:

- (a) never allowing anyone else to use the Card;
- (b) not interfering with any magnetic stripe or integrated circuit on the Card;
- (c) not unnecessarily disclosing the Card number;
- (d) not writing the PIN on the Card;
- (e) not carrying the PIN with the Card;
- (f) not recording any PIN where it may be accessed by other people;
- (g) not giving the PIN to anyone else (including the police and/or Mastercard Prepaid personnel); and
- (h) complying with any instructions we give you about keeping the Card, and any Security Details safe and secure.

**13.2** The Card will be disabled if an incorrect PIN is entered three (3) successive times. If the Card is disabled, please contact Mastercard Prepaid by calling the OneSmart Customer Service Centre to verify your identification and obtain a PIN change.

### 14. Loss, Theft and Misuse of Cards

**14.1** If you know or have reason to suspect that the Card is lost or stolen or damaged, likely to be misused or you have reason to suspect that someone else may know the PIN or Security Details, you must immediately notify Mastercard Prepaid by contacting the OneSmart Customer Service Centre using the details set out in the PDS or on the website. We will then suspend the relevant Card to restrict further use.

**14.2** You may be required to confirm details of the loss, theft or misuse in writing (and to provide particular information in the confirmation) and you must comply with that requirement.

**14.3** You must assist us and the police in any enquiries and attempts to recover a lost or stolen Card.

**14.4** If any lost Card is subsequently found it must not be used unless Mastercard Prepaid confirms it may be used.

### 15. Liability for Unauthorised Transactions

**15.1** You will be liable for all Card transactions which you have authorised. You will also be liable for transactions which you have not authorise

- (a) if you have acted fraudulently;
- (b) if you have failed to use the Card in accordance with these Terms and Conditions or the PDS;
- (c) if you have failed to notify us in accordance with clause 14.1 on becoming aware of the loss, theft, or misuse of your Card;

(d) if you have failed to take all reasonable steps to keep the Card's security features safe; or

(e) if you have failed to notify us in accordance with clause 15.2 on becoming aware of a transaction on your Card that you do not recognise.

**15.2** You must notify us of any dispute without undue delay and in any event within thirty (30) days of the relevant transaction.

**15.3** Subject to clause 15.1, you will not be liable for any unauthorised Card transactions. Where you are not liable for an unauthorised transaction, we will refund the value of that transaction, including any charged fees and will have no further liability to you for any other losses you may suffer. However, if our investigations conclude that the transaction you have disputed has been authorised by you or on your behalf, we may charge you an investigation administration fee of up to NZD100.

**15.4** To dispute a transaction(s) on your Card complete the 'Dispute Claim Form'. To obtain the 'Dispute Claim Form' please visit the website.

### 16. Replacement Cards

**16.1** If the Card is lost, stolen or damaged, you can request a replacement by contacting the OneSmart Customer Service Centre. Prior to the issue of a replacement you may be asked to produce proof of identification. Replacement Cards are sent to you at your nominated address by standard post. If you are overseas replacement Cards can be delivered to you, depending on location and availability.

### 17. Ending of the Agreement

**17.1** You may end this Agreement at any time by writing to, or emailing, Mastercard Prepaid. You may close OneSmart in accordance with clause 11 above.

**17.2** The Issuer may, with or without notice, and without incurring any liability to you, ask for the return of the Card, cancel or suspend its use and/or end this Agreement if it reasonably believes any of the following has occurred or is likely to occur:

- (a) the Issuer considers that you have, or are likely to, misuse OneSmart;
- (b) you breach any of these Terms and Conditions;
- (c) the Issuer suspects you are using OneSmart illegally; or
- (d) you gave the Issuer or Mastercard Prepaid or Air New Zealand false, inaccurate or incomplete information when you applied for OneSmart.

**17.3** The Issuer may end this Agreement for any other reason, or without assigning a reason, by giving you at least thirty (30) days' notice.

**17.4** Even if this Agreement comes to an end in accordance with this clause 17, the OneSmart facility will continue until you close it in accordance with clause 11.



## 18. Changing the Terms and Conditions

**18.1** We may change these Terms and Conditions (including bringing in new fees, changes in the fees or limits and the services we offer) at our discretion by giving you at least twenty (20) days' notice (see clause 21 below for details of how we will communicate with you).

**18.2** We will not be in breach of these Terms and Conditions if we take steps in order to enable us to comply with any laws or other legal obligations.

**18.3** We will not be in breach of these Terms and Conditions if we take necessary action in order to make a change necessitated by an immediate need to restore or maintain the security or integrity of our systems, the card scheme's systems, the relevant transaction processing systems or OneSmart.

## 19. Your Personal Information (Important Information about your Privacy)

**19.1** You acknowledge the Issuer, Mastercard Prepaid and Air New Zealand and their respective agents may collect Personal Information in connection with the provision of OneSmart, including Personal Information contained in any application, correspondence, emails, telephone calls, internet communications and transactional information.

**19.2** By applying for and Activating OneSmart, you consent to the Issuer, Mastercard Prepaid and Air New Zealand collecting, using and disclosing (including to each other) your Personal Information::

- (a) to provide you with, and facilitate the provision of, OneSmart and other services as contemplated under these Terms and Conditions;
- (b) to link your Airpoints Programme membership number to your OneSmart facility (including to contact you if there is a problem);
- (c) to provide you with the membership benefits of the Airpoints Programme and to use your Personal Information in accordance with the Airpoints Programme terms and conditions;
- (d) to monitor compliance with these Terms and Conditions;
- (e) for anti-money laundering (AML), detection of crime, legal, compliance and fraud prevention purposes, including as required under the Anti-Money Laundering and Countering Financing of Terrorism Act 2009; and
- (f) for the recovery of any money that you owe under these Terms and Conditions or the PDS.

**19.3** By applying for and Activating OneSmart you also consent to the Issuer and Mastercard Prepaid disclosing Personal Information obtained from or relating to you to Air New Zealand and to Air New Zealand collecting, using and disclosing your Personal Information, including Personal Information collected from third parties, for the purposes of:

- (a) Air New Zealand or any of its related bodies corporate, providing benefits, products or services, including providing Airpoints to you;
- (b) Air New Zealand or any of its related bodies corporate improving customer service, including by means of research, conducting analyses and preparing analytics, marketing, product development and planning;
- (c) Air New Zealand marketing its products or services, including by direct marketing; and
- (d) any third party providing services to Air New Zealand, any of its related bodies corporate or Airpoints Programme members in connection with the administration of Airpoints or the conduct of any of the above purposes.

**19.4** The Issuer, Mastercard Prepaid and Air New Zealand may disclose your Personal Information to overseas recipients in the United Kingdom, Australia and United States of America for the purposes set out in this clause. Your Personal Information may be disclosed by the Issuer or Mastercard Prepaid to third parties to facilitate the provision of OneSmart, to monitor compliance with these Terms and Conditions and for data analysis, anti-money laundering, detection of crime, legal, compliance and fraud prevention purposes. The Issuer or Mastercard Prepaid may also disclose Personal Information to collection agencies and lawyers in the event that we seek to recover any money that you owe us under these Terms and Conditions. By applying for and Activating OneSmart, you consent to the Issuer, Mastercard Prepaid and Air New Zealand disclosing your Personal Information to overseas recipients as described in this clause.

**19.5** If you do not agree to provide the Personal Information requested by us, then we cannot make OneSmart available to you and you should not apply for and Activate OneSmart.

**19.6** You must notify us immediately of any change to your contact details. You can update your phone number and email address by accessing My Account on the website and typing the relevant changes yourself or by contacting the OneSmart Customer Service Centre. We will not be responsible if you do not receive any notice or correspondence, or message through Mastercard Identity Check (resulting in a declined transaction) that has been sent in accordance with the contact details you have provided to us.

**19.7** You may be required to provide information to the Issuer, Mastercard Prepaid or Air New Zealand (including evidence of identity) when Activating OneSmart or adding additional funds to the OneSmart facility.

**19.8** The Issuer, Mastercard Prepaid and Air New Zealand will take reasonable steps to keep Personal Information secure in accordance with the privacy policy applicable to OneSmart. Each party's uses and disclosures of your Personal Information may be different. For details about privacy practices relating to OneSmart, see the privacy policy at [www.airnzonesmart.co.nz](http://www.airnzonesmart.co.nz)

In addition, by applying for OneSmart, you consent to the Issuer, Mastercard Prepaid and Air New Zealand using and disclosing your Personal Information to notify you of our related products, promotions and customer surveys that we may conduct from time-to-time. You can elect to not receive further such notifications by clicking on the unsubscribe button at the bottom of the email.

**19.9** Your Personal Information will not be shared or used for any other purpose except as stated above unless we are required or permitted to do so as a result of any laws and regulations, by a court order or by any business or persons to whom we transfer our rights and obligations under this Agreement between you and the Issuer which is governed by these Terms and Conditions.

**19.10** We will continue to keep any Personal Information that is necessary after the closure of your OneSmart facility on the same terms as are set out above (including to meet legally imposed record keeping requirements and AML record keeping obligations).

**19.11** You are entitled to ask Mastercard Prepaid or the Issuer to supply you with any Personal Information that Mastercard Prepaid or the Issuer (respectively) hold about you. See section 11 of the PDS for contact details. Mastercard Prepaid or the Issuer (as applicable) will delete any incorrect information or correct any errors in any of your Personal Information that come to our notice. The applicable privacy policy (referred to in clause 19.8 above) contains information on how you may access and seek correction of the Personal Information held by the Issuer, Mastercard Prepaid or Air New Zealand.

**19.12** To aid us in the provision of the services provided under these Terms and Conditions, in the interests of security, and to help the Issuer and Mastercard Prepaid maintain and to improve their level of service, all telephone calls may be recorded and/or monitored.

**19.13** Air New Zealand and Mastercard Prepaid may rely on this clause 19 for the purposes of the Contracts (Privacy) Act 1982.

## **20. Our Liability**

**20.1** We will not be liable to you for any loss due to:

- (a) any instructions given by you not being sufficiently clear;
- (b) any failure by you to provide correct information;
- (c) any failure due to events outside our reasonable control;
- (d) any system failure or industrial dispute;
- (e) any ATM refusing to or being unable to accept the Card;
- (f) the way in which any refusal to accept the Card is communicated to you;
- (g) any indirect, special or consequential losses;
- (h) any infringement by you of any currency laws in the country where the Card is issued or used;

(i) any dispute between you and the supplier of any goods and/or services purchased with the Card;

(j) our taking any action required by any government, law or regulation or court order; or

(k) anything specifically excluded or limited elsewhere in these Terms and Conditions or the PDS.

**20.2** Unless otherwise required by law or as set out in these Terms and Conditions, we will not be liable to you in respect of any losses you or any third party may suffer in connection with OneSmart, except where such losses are due to a breach by us of these Terms and Conditions or due to our gross negligence.

**20.3** ATMs and POS terminals are not owned or operated by us and we are not responsible for ensuring that they will accept the Card. We will not be liable to you for disputes concerning the quality of goods or services purchased on your Card or any additional fees charged by the operator of these terminals.

**20.4** Nothing will limit our liability to you for death or personal injury arising out of our gross negligence, or for our fraud, or insofar as any limitation or exclusion of liability is prohibited by law.

**20.5** The Issuer does not maintain the website or the mobile app. You agree that the Issuer is not responsible for any content on the website or the mobile app other than information relating specifically to you, the OneSmart facility or your Card.

**20.6** In this clause 20, "we, us, our" includes the Issuer, any agent acting on behalf of the Issuer and Mastercard Prepaid. Mastercard Prepaid may rely on this clause 20 for the purposes of the Contracts (Privacy) Act 1982.

## **21 Communications**

**21.1** You agree that we may give written notices or other communications to you under or in connection with these Terms and Conditions either:

(a) by writing to you at your residential or postal address last known to us;

(b) by giving it to you personally or leaving it at your residential or postal address last known to us;

(c) by electronic communication to your email address or fax number last known to us or which you last gave us for sending notices and communications to you; or

(d) if the notice or communication is not personal to you – by publishing a notice in a newspaper circulating nationally in New Zealand or by posting on the website.

**21.2** If we give a notice or other communication to you by email, the content of the notice or communication may be:

(a) set out in the body of the email;

(b) included as an electronic document attached to the email; or

(c) made available at 'My Account' for retrieval by you (with the email advising you of this and of the general nature of the information, and giving you the ability to readily retrieve the information electronically. For example, by means of a link to 'My Account').

**21.3** If we give a notice or other communication to you:

(a) by writing to you – you are taken to have received it when it would be delivered in the ordinary course of the post;

(b) by giving it to you personally or leaving it for you – you are taken to have received it on the day of delivery; or

(c) electronically – you are taken to have received it on the day it is transmitted.

**21.4** In addition to the ways set out in these Terms and Conditions, we may give you a notice or other communication by using any method allowed or required by a law. If a law requires us to use a particular method, we will do so.

**21.5** You agree that, for the purpose of telephone communications originated or received by us or Mastercard Prepaid including for the purposes of Mastercard Identity Check, and for the purpose of electronic communications received by us or Mastercard Prepaid, we or Mastercard Prepaid may verify your identity by reference to any or all of the Security Details provided to us from time-to-time.

## **22 Third Parties**

**22.1** The Issuer may transfer its rights and obligations under its Agreement with you to any other person or business. If this happens, the person or business to which this Agreement is transferred assumes all of the Issuer's rights and obligations under the Agreement. From then on, references in the Agreement to the Issuer are to be read as references to the person or business to which the Agreement was transferred.

**22.2** Except in the circumstances set out in clauses 19, 20 and 22.1, nothing in these Terms and Conditions will confer on any third party any benefit or the right to enforce any terms of the Agreement between you and the Issuer.

## **23 Governing Law**

**23.1** These Terms and Conditions, and the Agreement between you and the Issuer, are governed by the laws of New Zealand and any legal questions concerning these Terms and Conditions or the Agreement will be decided under those laws.

**23.2** You submit to the non-exclusive jurisdiction of the courts of New Zealand to hear and determine any disputes or legal questions concerning these Terms and Conditions or the Agreement between you and the Issuer.