



# Terms and Conditions for Business Customers

**Effective: 14 August 2020**

1. When you send us your order for your bulk order of Prezzy® cards, these terms and conditions will form the entire agreement between us in relation to that order (**Agreement**).
2. We are not obliged to accept any order. We may refuse and/or cancel any order for any reason (and at our sole discretion), including where we deem use, promotion, sale or association of Prezzy card may be inappropriate or damaging to the Prezzy card image (for example, but not limited to, gambling, party pills etc.)
3. We will be obliged to provide the Prezzy cards only after you have paid the total fee payable under your order in full and the funds have cleared.
4. We are required to comply with anti-money laundering legislation and you must provide us with any information (including proof of identity or income) we require before this Agreement comes into effect.
5. Unless agreed otherwise, we will send you the Prezzy cards by courier. Subject to the specific exceptions below, the Prezzy cards will become your sole responsibility from the time the cards are delivered to the delivery address you recorded on your accepted order.
6. We accept and retain full responsibility for the cards until they are securely delivered to you by method and means satisfactory to us in our sole discretion.
7. You agree that you will not use the Prezzy cards for illegal purposes and in compliance with all laws, regulations and legally binding codes (Law). You will not do anything that would cause Kiwibank Limited or any of its affiliates, subsidiaries, directors, officers, employees or agents to break any Laws. You agree that you will not make any statements or representations in relation to Prezzy cards which may be construed as misleading or deceptive. The fact that we may have reviewed and/or approved your promotional or other materials does not relieve you of this responsibility.
8. If we provide you with inactive (locked) cards, you are solely responsible for communicating the activation code to each recipient of those cards in a secure manner, and you are solely responsible for any use of those cards arising from any disclosure of the activation codes in your possession.
9. You agree to use Prezzy cards only for your own personal use or as part of your promotional activities, or otherwise as approved in writing by us on a case-by-case basis, such approval to be given or withheld at our sole discretion.
10. Use of each Prezzy card is subject to the Prezzy card terms and conditions, which can be found at [www.prezzycard.co.nz/terms-and-conditions](http://www.prezzycard.co.nz/terms-and-conditions) (Prezzy Terms). If you are the cardholder, you agree to comply with the Prezzy Terms. If you are providing a Prezzy card to anyone else, you must provide the Prezzy card with the Prezzy card material that we provide to you which include the Prezzy Terms. If you fail to provide the Prezzy card material at the same time as providing the Prezzy card you will be responsible for use of that Prezzy card as if it was used by you.
11. You cannot use, publish or distribute any material (promotional or otherwise) unless you have obtained our prior written approval. We will consider requests to approve material on a case-by-case basis, in that any approval shall be applicable only to the particular instance sought and shall not be deemed to be approval for subsequent material.
12. From time to time we may use the personal information we collect from you to contact you for the purpose of marketing our Prezzy Card products, or the products of our third-party partners, if we think these products may be of interest to you. We may do this using the direct mail channel, electronic means, by post, or by contacting you by telephone. Marketing to you using these channels may be carried out by us or by a third party engaged by us for the purpose of providing us marketing services. You may opt out of receiving electronic communications using the unsubscribe facility, or other methods of marketing generally by calling us.
13. You may not resell Prezzy cards or offer Prezzy cards for resale.
14. You agree that nothing in this Agreement will entitle you to any title, rights or interest in any intellectual property or other rights contained in or relating to the Prezzy card and that you will not modify, reproduce, reverse engineer or alter any Prezzy card in any manner whatsoever.
15. You agree to indemnify Kiwibank Limited, and its affiliates, subsidiaries, directors, officers, employees and agents for any loss, claim or expense incurred by them arising from:
  - any promotional material used, published and/or distributed by you (except to the extent such promotional material is supplied to you by Kiwibank Limited or one of its affiliates and you have made no changes to that promotional material);
  - any breach of the Agreement by you;
  - any claim made against us by a third party in relation to the use of a Prezzy card that we provided to you, where the claim arises as a result of or in relation to your breach of the Agreement.
16. You agree that the Prezzy cards provided to you under the Agreement are for business purposes and the Consumer Guarantees Act 1993 will not apply. This applies for our benefit and also for the benefit of any other "supplier" (as defined in that Act) involved in the manufacturing or supply of Prezzy cards under this Agreement.
17. Without limitation to our other rights under these terms and conditions or at Law, we may lock any of the Prezzy cards held by you if we reasonably consider that you have breached these terms and conditions, or that a person you have provided a Prezzy card to has breached the Prezzy Terms. You must immediately return to us any Prezzy cards which are locked under this clause.
18. These terms and conditions will be applied under New Zealand law. Any dispute relating to these terms and conditions will be a matter for the non-exclusive jurisdiction of the New Zealand courts.