



Prezzy card Terms and Conditions

Effective 26 November 2020

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

Key Terms:

- 1. Expiry:** On issuance, Prezzy Cards are valid for at least 24 months before they expire. The expiry month and year is printed on the front of your card and specifies the last month that your card may be used before the card expires. Any remaining value on the card is forfeited automatically when the card expires.
- 2. Registration:** By registering your card, if you report your card lost or stolen you may obtain a replacement card, with the remaining value less replacement fees. If you have not registered your card, you will not be able to receive a replacement card if your card is lost or stolen.

You can register your card at www.prezzycard.co.nz

- 3. Fees:** Fees are deducted from the unused value of the card. Fees will apply for using the customer service line, currency conversion, unsuccessful transaction disputes and card replacement. In addition, some Fees will be charged for purchasing a Prezzy Card. See more details on Fees at www.prezzycard.co.nz/fees
- 4. Stored value:** The card is prepaid and cannot be reloaded. You are pre-paying for the right to purchase goods and services from selected merchants who accept scheme card transactions electronically.
- 5. Updates to terms/fees:** We can update the Terms and Fees by posting the changes to the Website. If you have registered your card with us, we will also email you about the changes. Changes will not take effect until at least 14 days after posting to the Website (or if you have registered a card with us, 14 days after we email you). Changes will never be made retrospectively, so you will not be bound by the changes if you have already used up the value on the card by the time the changes take effect.
- 6. Limits on card use:** The card cannot be used in manual card imprinters or ATMs, or for taxis, automated fuel dispensers, gambling activities, or in any situation where a merchant requires identity verification against the card details. The card is also not able to be used in any situation where a merchant may require direct debits, recurring payments, or payment installment on the card.

Other Terms:

- 7. No interest:** There is no interest payable to you on the card load value.
- 8. How the card can be used:** The card may be used by the purchaser, or anyone they gift the card to, in accordance with these Terms and Conditions.
- 9. Sign your card:** The card must be signed by the person intending to use the card as soon as they have received it. The card cannot be used before it has been signed.
- 10. Exceeding the value on the card:** You must not authorise transactions on your card that would result in more being spent on the card than the balance that is currently available. This includes any situation where you could reasonably expect that charges could exceed the available balance, including common examples such as hotels, motels and car rental agencies, where the card details are held for any potential additional expenses that would be later charged to the card where applicable. To assist you with this, you should check the available value on the card regularly and confirm with merchants (before you authorise a transaction) what they can charge on the card.
- 11. Foreign currency transactions:** Any transactions that are charged in foreign currency will be converted into New Zealand dollars at a rate determined by Visa on the date that Visa sends the purchase details to us, and that sum will be deducted from the unused value on the card. In addition, currency conversion Fees will apply.
- 12. Your responsibility for transactions on your card:** You are responsible for the use and security of the card. You should only give the card to an intended recipient for use. You should not give the card or card details to anyone other than the intended user. You must keep the card safe and not leave it anywhere unattended or where it could be removed without being noticed.

- 13. Lost or stolen card:** If you discover that your card has been lost or stolen, you must notify us immediately using the customer service number. This includes situations where your card details may have been disclosed to an unauthorised party. Note that if you have not registered your card, we will not be able to stop, cancel, or replace the stolen card, as there is no way to identify you as the owner.
- 14. If your card has been registered and is lost/stolen:** If your stolen or lost card was already registered, once you notify us, it will be stopped as soon as possible and a replacement card can be issued, retaining any unused value, minus card replacement Fees. If you have followed these Terms, you will not be charged for unauthorised transactions that occurred after your card was lost or stolen.
- 15. Disputing transactions on your card:** To dispute a transaction, you must notify us within 60 days of the date that the disputed transaction occurred. If you do not advise us within that timeframe, we are unable to have the transaction reversed, even if the transaction was unauthorised. You cannot dispute a transaction where you have changed your mind on a product purchase, or made a mistake when purchasing a product or service that you have authorised. Instructions for disputing a transaction are available at <https://www.prezzycard.co.nz/disputing-transaction/>. If you feel that your dispute has not been addressed to your satisfaction, you may escalate your dispute to the card issuer, Oxygen Global NZ Limited. Please contact cardsupport@oxygen-global.com outlining your dispute if you wish to escalate your dispute.
- 16. Suspension:** Your card can be suspended without notice if in our standard monitoring of transactions we have reason to suspect that the card has been stolen or compromised, is being used fraudulently or for other criminal activity, or that you are not the rightful holder of the card, are in breach of the Terms, or there is a competing claim on the card. Any suspension can be lifted quickly, once the issue concerned has been resolved to our satisfaction.
- 17. Cancellation for fraud etc:** Your card can be cancelled without notice if required to comply with a court order or, if in our standard monitoring of transactions, we have reason to suspect that the card has been stolen or compromised, or is being used fraudulently or for other criminal activity, or that you are not the rightful holder of the card, are in breach of the Terms, or there is a competing claim on the card. If the card has been registered and you are able to demonstrate that the card is rightfully yours and being used appropriately in line with our Terms, a replacement card will be sent, carrying over any unused value, without charging any card replacement fees.
- 18. Mass cancellation:** In addition, your card can be cancelled as part of a general withdrawal from the market, or a general upgrade of our card technology platform. In the rare event that this were to happen, a notice would be placed on the Website and in a national newspaper at least 180 days in advance of any mass cancellation event. In the event that it is due to a technology upgrade, and your card is registered with us prior to cancellation, we will provide you a replacement card without charging any card replacement fees.
- 19. Recording phone conversations and use of the Website:** For training, security and legal reasons, we may record phone conversations, or correspondence you may have with us on any matter, including calls through the customer service line, or any direct correspondence, as well as any contact that occurs through the Website.
- 20. Your rights as a consumer:** You have rights under the Consumer Guarantees Act, the Fair Trading Act and the Privacy Act. You can find out more about your rights at: <https://www.consumer.org.nz/articles/consumer-guarantees-act>, <https://www.consumer.org.nz/articles/fair-trading-act>, and <https://www.consumer.org.nz/articles/privacy-law>. These rights are not impacted by paragraph 21 below.
- 21. Limits on our liability to you:** Except for your rights under the Consumer Guarantees Act, the Fair Trading Act and the Privacy Act, our liability to you in connection with your card will be limited to the unused balance that remains on your card. We will not be liable to you in connection with your card for any consequential loss, or any loss of profits, loss of opportunity, or loss of reputation. For this purpose, loss is "consequential" if it relates to the particular purposes for which you are relying on the card, i.e. if other customers using or relying on the card for a different purpose would not necessarily suffer the same type of loss.
- 22. Restrictions on dealings with the card:** You cannot on-sell your card. If you have received your card as a gift, you are bound by these Terms and your use of the card indicates your acceptance of these Terms. As the user of the card you cannot assign any of your rights or obligations under these Terms. If you have stolen the card, or purchased it from unauthorised distributors, you are not entitled to the benefits of the card or these Terms and we have no responsibility to you.
- 23. Our right to assign:** We can assign any of our rights or obligations under these Terms, to any other party, subject to that other party assuming our obligations under these Terms. Any assignment to another party will be notified on the Website.
- 24. Invalidity:** If any of these Terms are found to be unenforceable, this does not affect the validity of the rest of these Terms. If there are found to be any issues with any of the Terms, we can make changes to them on the Website. Any changes would take place 14 days after posting to the Website.



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25. Conflict with laws: These Terms will affect your legal rights only to the extent permitted by law. Where the law says you have legal rights that cannot be modified or overridden by the terms of a contract, these Terms will be read subject to those legal rights.