

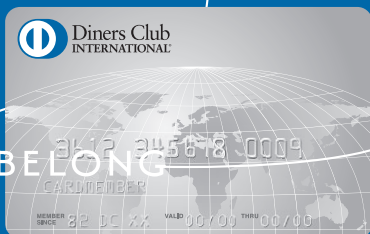


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CHARGE CARD® TERMS AND CONDITIONS

ACCOUNT AND CLUB REWARDS

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Diners Club Charge Card Terms and Conditions

These Terms and Conditions dated 7 December 2010, replace all previous Terms and Conditions issued, for all transactions that happen after that date. IMPORTANT: Before you use your Diners Club (NZ) Limited Card (the "Card"), please read these Terms and Conditions thoroughly. If you retain or use the Card, you will be agreeing to these Terms and Conditions, and they will govern your use of the Card. If you do not wish to accept these Terms and Conditions, please cut the Card in half and return to Diners Club at PO Box 1533, Shortland Street, Auckland 1140 as soon as possible.

Definitions

- **Account Holder** - the person, firm or company who applies to us for the issue of a Card or Cards (to themselves and / or others) and in whose name an Account is established and an account number allocated.
- **ATM** - an Automatic Teller Machine within our approved network within New Zealand and internationally.
- **Business Card** - a Card we designate as a Business Card.
- **Business Card Account** - a Card Account held in the name of a company, partnership, firm, joint venture, association, corporation or other body corporate, a sole trader for business purposes or government agency.
- **Buy Now Pay Later** - a deferred credit payment programme we offer to Personal Cardmembers and those Business Cardmembers who are personally liable for the charges. The programme is governed by a separate agreement.
- **Card** - a valid Diners Club Card, and
 - i. in the case of the Main Cardmember, means the Main Card and any or all Double Card(s) and Supplementary Card(s) issued at the request of the Main Cardmember, and
 - ii. in the case of the Supplementary Cardmember, means each Supplementary Card issued to him or her.
- **Card Account** - a Business Card Account or a Personal Card Account or a Travel Account.
- **Cardmember** - the person who is shown on the Application Form as the person to whom the Card is to be issued.
- **Charge** - the amount of a Transaction made or charged with a Card, whether or not a Record of Charge form is signed, and fees, Late Payment Fees, charges, taxes and all other amounts from time to time applying to a Card or debited to the relevant Card Account.
- **Club Rewards®** - the loyalty programme we offer.
- **Cobrand Partner** - a company or organisation that has their logo on the Card and has special benefits for their Members, including reduced fees and Merchant offers.
- **Credit Limit** - the amount, if any, we set as the maximum amount of credit (including unpaid fees, charges and other amounts debited to the Card Account) that can be incurred with or in relation to a particular Card and/or on a particular Card Account.

- **Double Card** - any additional Card issued at the request of and on the account of the Main Cardmember for the Main Cardmember's personal use.
- **EFTPOS Terminals** - the electronic device connected at the merchants premises, which facilitates the use of a Card for transactions.
- **GST** - any tax on goods or services imposed or assessed under legislation by New Zealand including but not limited to a tax imposed under the Goods and Services Tax Act 1985.
- **Late Payment Fee** - a fee levied against a Card Account which is overdue.
- **Main Card** - the first Card issued for the Main Cardmember's personal use.
- **Main Cardmember** - an Account Holder who has been issued with the Personal Card.
- **Merchant** - a business or organisation that accepts the Card.
- **Organisation** - the body corporate, firm, partnership, joint venture, association, governmental agency, sole trader or other business entity that requests the issue of the Card to a Cardmember.
- **Personal Card** - a Card we designate as a Personal Card.
- **Personal Card Account** - a Diners Club Card Account held in the name of an individual (other than a sole trader for business purposes).
- **Supplementary Card** - a separate Card issued to another individual at the request of and on the account of the Main Cardmember.
- **Supplementary Cardmember** - the holder of a Supplementary Card.
- **Travel Account** - a Business Card Account used by an Organisation to charge eligible airline transactions and travel related transactions. Travel Accounts are not eligible to earn Club Rewards Points.
- **we, our, us and Diners Club** - refer to Diners Club (NZ) Limited.
- **you and your** - the individual named on the Card, or the person(s) liable for Charges incurred with or relating to the Card or on the Card Account, as applicable.
- **PIN** - confidential personal identification number, which will allow a Cardmember access to transactions through an ATM or EFTPOS terminal.
- **Transaction** - a transaction initiated with a Card, including the purchase of goods and services, recurring payments or a series of payments, cash advances (including ATM transfers and withdrawals), mail orders, telephone orders, internet orders or payments and other electronic transactions, EFTPOS transactions and voucher/manual transactions.

1. Fees

- (i). The fees and charges payable in relation to the establishment

of a Card Account and issue and use of Cards include:

- Annual Card fees, Business Account fee (if applicable) or Club Rewards annual fee;
 - Cash Advance fee;
 - Late Payment fee;
 - Foreign currency conversion charge;
 - Handling fee on disputed charges (if the disputed charge is found to be valid); A schedule of fees current at the date on which these Terms and Conditions were issued is annexed to these Terms.
- (ii). We are authorised to debit all fees and charges to the Card Account, and to allocate fees and charges to a particular Card issued under that Card Account in such ways we choose.
- (iii). We may change any fee or charge from time to time – see clause 21(ii) of these Terms. Current rates and fees can be confirmed by visiting our website at www.dinersclub.co.nz.
- (iv). We also reserve the right to charge a fee for Requests for Statements, copies of charges, Lost or Stolen Cards and dishonour or reversal of any payments.
- (v). Some merchants are not prepared to pay commission to credit card and charge card companies in relation to certain Transactions between the Merchant and a card holder who wishes to pay using a credit card or charge card. Where you use the Card for these Transactions, you will be charged a Convenience Fee, being a percentage of the total Transaction amount. Generally, the Merchant will tell you whether the transaction is one on which a Convenience Fee will be charged – however, they may not give you notice.

2. Security

- (i). **You must sign the Card.** For identification and to prevent misuse, you must sign each Card issued to you as soon as you receive it and before using it.
- (ii). **Use and Storage of Cards and Personal Identification Numbers (PINs).** You must take all reasonable care:
- when using your Card; and
 - to store your Card in a safe and secure manner.

You must not give your Card to anyone else, including your friends, family or business colleagues. If a PIN number is approved, your PIN will be sent to you after your Card(s) has been dispatched. You agree to keep your PIN confidential and not disclose it to any other person including all our staff. You must not keep a written record of your PIN on your Card(s) or anywhere else – if you do, you will be liable for any Transactions, even if they are carried out by an authorised person.

3. Lost or Stolen or Misused Cards

(Telephone 0800 657 373 or, if overseas, +64 9 359 7797)

- (i). You must advise us immediately if your Card is lost, stolen or used without your knowledge or consent, or if a renewal Card

is not received. If you give notice by phone, we may require you to provide written confirmation.

- (ii). A Cardmember is liable for any use of their Card that happens before they tell us that it is lost or stolen or mislaid or has been used without their knowledge or consent, up to \$50. However, this \$50 limit will not apply if the Cardmember:
 - has kept a written record of their PIN on or with their Card, or has kept it in a form that can be readily identified as a PIN.
 - has disclosed their PIN to anyone, whether family or those in apparent authority including our staff, or let them use their Card.
 - has unreasonably delayed notifying us that their Card has been misplaced, lost or stolen, or that their PIN has been disclosed.
 - has acted fraudulently or negligently.
- (iii). If the \$50 limit does not apply, the Cardmember and anyone else liable on the Card will be liable for all Transactions on the Card during the period before we are notified of the loss, theft or misuse.
- (iv). Where a Supplementary Card has been stolen or lost or misused, the Main Cardmember and that Supplementary Cardmember will be jointly and severally liable to the extent set out in this section.
- (v). Any person liable on a Business Card Account has joint and several liability under this section with any liable Cardmember.
- (vi). If a Card reported lost or stolen or mislaid is later found you must advise us and destroy the Card.

4. Use of the Card

- (i). You may only use the Card within the validity dates shown on its face and in accordance with these Terms and Conditions.
- (ii). The Card must only be used by the person named on it.
- (iii). If you allow others to use your Card for any purpose, the person(s) liable to pay the Charges incurred on the Card will be liable for all those transactions.
- (iv). You must not return any goods, tickets or services obtained with the Card for a cash refund. You may return them to a Merchant for a credit to your Card Account, if that Merchant agrees or is obliged to do so.
- (v). You must not obtain a credit to your account for any reason other than as a refund for goods or services previously purchased with the Card.
- (vi). You must not use the Card if you do not honestly expect the person(s) liable on the Card to be able to pay the Card Account in full on the due date for payment, or if there is a current petition for your or their bankruptcy.
- (vii). We can refuse authorisation for any Charge without cause or prior notice. We will not be liable to you or anyone else for loss or damage resulting from that refusal.

5. Liability for Charges

Personal Card

- (i). If you are the Main Cardmember, you are liable to us for all Charges relating to the Main Card(s), any Double Card(s) issued to you, and any Supplementary Card(s) issued to your Account. You agree that all of these Card(s) will be used in a manner consistent with these Terms and Conditions.
- (ii). If you are a Supplementary Cardmember, you are not liable for Charges incurred by use of or relating to the Supplementary Card – except as set out in the Terms and Conditions dealing with lost, stolen, or misused Cards. In that case you are jointly and severally liable with the Main Cardmember.

Business Card

Liability depends on the category of application form used to apply for the issue of the Card or Cards. The application form provides for:

- (i). **Individual Liability:** You, and only you, are liable for all Charges relating to the Card bearing your name.
- (ii). **Company Liability:** The Directors and the Company are liable for all Charges relating to all Cards issued at the Company's request. A Cardmember other than a director is not liable.
- (iii). **Company Only Liability:** The Company only is liable for all Charges relating to all Cards issued at the Company's request.
- (iv). **Joint & Several Liability:** The Directors of the Company, the Company and the person to whom the Card is issued will be Jointly and Severally Liable for all Charges relating to the Card.
- (v). **Partnership:** Where you are a partner of a firm that is an Account Holder, general partnership law will apply to govern your liability.

A person becomes immediately responsible for payment to us of the amount of any Charges incurred by use of or relating to a Card for which they are liable, regardless of the method of transaction.

6. Payment of Charges

- (i). We send the Account Holder a monthly statement of the Card Account. The statements show all amounts debited or credited to the Account during the statement period.
- (ii). All Charges, including Charges from Supplementary and Double Cards which are listed separately on the Card Account, recorded since the date of the last statement must be paid to us on the due date shown on the monthly statement.
- (iii). The persons liable for paying the Charges are treated as having received each monthly statement on the seventh (7th) day following its dispatch by us or upon its actual receipt, whichever is the earlier. The obligation to pay us applies whether or not a statement is actually received.
- (iv). Card Accounts must be paid to us in New Zealand dollars.
- (v). If any Charges incurred by the use of or relating to a Card are not paid on the due date, we reserve the right to disclose this to appropriate third parties for the purposes of collection of the debt.

7. Transaction Enquiries

- (i). You must check your monthly Card Account statements as soon as you receive them.
- (ii). If you have any questions about your monthly statement, please contact us immediately.
- (iii). If you dispute any Charge made to your Card Account(s), you must advise us immediately.
- (iv). Unless we notify you, you will not have to pay us the amount of a disputed Charge, pending resolution of the dispute.
- (v). You agree to provide us with a written confirmation or statement about your dispute if we ask for one. If after investigation we determine that you are responsible for the Charge, and you continue to dispute the determination, we may still charge the amount to your account – if you fail to pay, that failure may be recorded with any credit agencies, as provided for in Clause 18(i), and will incur a Late Payment Fee.
- (vi). We are not responsible for any service, such as insurance or travel offered by a third party and governed by a separate agreement between you and the third party. You must raise any claim or dispute directly with the Merchant or supplier concerned. You will not withhold any payment to us because of the claim or dispute.
- (vii). Except as required by law, we are not responsible for or give any warranty for goods and services charged with the Card, or if a Merchant refuses to accept the Card. You must resolve any complaints directly with the Merchant.
- (viii). You will be required to provide suitable identification acceptable to us when you are requesting any Account information.

8. Late Payments

- (i). If a Card Account is not paid in full by the due date, we may suspend the use of all Cards related to that Account and any related privileges.
- (ii). If payment of a Card Account is not made in full by the due date, we may charge a Late Payment Fee on the outstanding balance. The Late Payment Fee current at the date these Terms and Conditions were issued is shown in the annexed Fees Schedule.
- (iii). If any payment made when required is dishonoured for any reason, a dishonour fee plus a Late Payment Fee may apply.

9. Part Payments

- (i). We accept part payments without prejudice to our full legal rights.
- (ii). Unless otherwise required by law, we may apply part payments to any outstanding Charges as we choose.

10. Overseas Transactions and Charges

- (i). You must comply with the law and any exchange regulations applying to the use of your Card overseas.

- (ii). Overseas Charges must be paid to us in New Zealand currency. We will convert the Charges to New Zealand dollars at the time we receive them, using a selling rate quoted by a bank we select. We will also charge an overseas currency conversion charge. The amount of the Charge at the date these Terms and Conditions were issued is shown in the annexed Fees Schedule.
- (iii). Where a merchant, or an intermediary financial institution or the local Diners Club International company which the merchant uses to process the Charge and bill it to us:
 - converts the charge into New Zealand dollars before billing us, you are liable to pay the amount for which we are billed.
 - converts the charge into a currency other than New Zealand dollars before billing us, we will convert the amount billed to us into New Zealand dollars in the manner set out in clause 10(ii).
- (iv). If a Merchant has converted the cost of the transaction into a currency other than New Zealand dollars, we will convert the amount by which it is billed into New Zealand dollars in the manner set out above.

11. Credit Limit and ATM/Cash Advance Transactions

- (i). The balance(s) of your Card Account must be kept within the relevant Credit Limit(s) at all times. A Credit Limit does not change simply because we debit an amount to your Card Account that takes a balance over the Credit Limit. We may change any Credit Limit at any time. If your Card Account is not operated to our satisfaction, we may decrease the relevant Credit Limit. If a Credit Limit is exceeded, you must pay the excess amount to us immediately. If you are not sure about your Credit Limit, please call us on 0800 346 377.
- (ii). We reserve the right to impose a limit on the value of cash advance transactions and ATM withdrawals you can make at one time and during a particular period. Details of those limits can be confirmed by calling 0800 346 377.
- (iii). Some organisations which provide ATMs impose limits on the amounts which can be withdrawn at any one time or during any particular period. If you obtain a cash advance or make an ATM withdrawal, a cash advance fee will be charged to your Card Account. The fee at the date these Terms and Conditions were issued is shown in the annexed Fees Schedule.

12. Club Rewards® Programme

Refer to the separate Club Rewards® Terms and Conditions within this book.

13. Renewal Cards

You will be issued with a renewal Card automatically whenever the current Card expires (subject to status of Account). The annual Card fee must be paid, unless before you receive a renewal Card you advise us in writing of your wish to no longer use a Card and return the current Card to us.

14. The Card Remains our Property

- (i). The Card remains our property and we can cancel, suspend or impose restrictions on your right to use it at any time, without cause and without notice.
- (ii). If the Card is cancelled or expires, you must cut it in two and return both parts to us immediately.
- (iii). Upon our request, you must give the Card to any nominated third party.
- (iv). You agree not to use the Card after it has been cancelled or expired, or while it is suspended.
- (v). Your Card cannot be transferred to or used by any other person.
- (vi). Your Card must be returned to us immediately if we or the Account Holder request.

15. Card Cancellation

- (i). If you are the Main Cardmember, you may at any time cancel the Main Card and any Double Card(s) issued to you and any Supplementary Card(s) issued to your Account.
- (ii). If the main Card is cancelled for any reason, all other associated Cards will automatically be cancelled at the same time.
- (iii). If you are a Supplementary Cardmember, you may at any time cancel the Supplementary Card issued to you.
- (iv). A Business Card Account Holder may cancel any Business Card issued on that Account at any time. If you are a Business Cardmember, you may at any time cancel the Business Card issued to you.
- (v). All Card cancellation requests must be received in writing together with the relevant Card(s) cut in half. Cancellation by you does not take effect until the Card is destroyed.
- (vi). You remain liable for all Charges relating to the Card.

16. Recurring Payments

If recurring payments or a series of payments are charged to your Card, on:

- (i). Cancellation of your Card, you must notify the Merchants concerned that any further transactions are no longer authorised.
- (ii). Loss or theft of your Card, you must notify the Merchants concerned that any further transactions must be charged to the replacement Card which we may issue to you. You remain liable to us for any such Charges made by the Merchants concerned.

17. Changes of Personal Information

- (i). You must notify us immediately of any change in your personal details including name, address, and telephone numbers.
- (ii). If you are permanently moving to another country that has a Diners Club franchise, continuation of Membership is at our

discretion – you may be required to apply for new Membership in that country and relinquish your New Zealand Diners Club Card.

18. Information About or provided to an Account Holder or Cardmember

- (i). We may disclose any information relating to an Account Holder or a Cardmember liable on a Card Account (you) to credit reporting agencies. This information may include the fact that you have applied for a Card, any overdue Card Payments, and any payments that you send to us that are dishonoured.
- (ii). We may request information about your personal and commercial finances from credit reporting agencies, your employer, and any financial institutions or credit providers whose names you have given us or whose names are included in a credit report about your credit.
- (iii). All these parties may provide the same type of information to us. You consent to our use of that information for purposes that include but are not limited to our Charge approval process as it applies to purchases you wish to make with your Card, our administration of your account, and if you are the Main Cardmember, any subsequent applications we may receive from you for Double Cards or Supplementary Cards.
- (iv). We may give any Cardmember information about the relevant Card Account and the Account Holder of that Account.
- (v). We may use information arising out of the operation of your Card Account for marketing and promotional purposes.
- (vi). Information about you and your Account may be provided to the Diners Club International network worldwide on a strictly confidential basis.
- (vii). We and our related companies may use your personal information to communicate with you in future, including about other services offered by us and / or any related companies. If you do not wish to receive this information please contact us on 0800 346 377.
- (viii). We at times may be legally obliged to disclose information about you to others. If this happens, we will try to notify you at your last known address prior to disclosure unless we are prohibited by law or prevented by circumstances from doing so. You have a right of access to and correction of your personal information held by us and / or any related company.

19. Exchange Control, Taxes and Duties

- (i). You must comply with all applicable exchange control and tax laws governing the use of the Card, and you agree to indemnify us against consequences of your failure to comply with these laws.
- (ii). If we have to or will have to pay or reimburse anyone else for any tax, duty or other charges imposed by law in New Zealand (including Goods and Services Tax or Stamp Duty) in respect of the Card, your use of it, or any other transaction involving you or the deposit of funds received from you, we may charge you the full amount or a reasonable part of that amount (as

determined by us) except as prohibited by law. We may make such charge in advance.

- (iii). We will not be liable for any tax levied by the Inland Revenue Department for Club Rewards Points awarded.
- (iv). You are responsible for payment to us of any duties or charges which may be levied by the Government from time to time.

20. Our Liability, our Right to Indemnity

- (i). Subject to the other provisions of this section, our liability to you is strictly limited to any direct loss that you may suffer as a result of our failure to carry out any of our obligations in connection with your Card Account, or your use of the Card.
- (ii). We will not be liable (in contract or tort (including negligence) or on any other basis) for any indirect or consequential loss, or any other loss or damage not directly and naturally resulting from our failure, any loss of profit, business or other economic loss, or any loss of or damage to your reputation, in any circumstances.
- (iii). We will not be responsible for losses, costs or damage caused by any third party including (for example only) any losses resulting from mechanical or systems failure affecting you or third parties.
- (iv). We will not be responsible for any losses, costs or damages whatsoever caused by occurrences beyond our reasonable control.
- (v). The limitations on our liability in paragraphs 20(i) – (iv) are subject to any legislation which prevent us from limiting our liability to that extent. Where legislation applies, our liability is limited to the maximum extent permitted by law.
- (vi). We are entitled to act on a facsimile, telephone call, email or other electronic instruction from you in relation to your Card, where that instruction appears to our reasonable satisfaction to have been made by you (having regard to any security questions we might ask) or in accordance with authorities held by us. To the extent permitted at law, you indemnify us against all losses, claims and expenses that we may incur as a result of acting on those instructions. Without further authority or enquiry, we may debit the Card Account with all those losses, claims and expenses, irrespective of whether this may result in the relevant Credit Limit being exceeded.

21. Changing these Conditions

- (i). We may change these Terms and Conditions at any time.
- (ii). We can change charges and fees at any time.
- (iii). We may notify you of any changes by such method as we select including by notice sent to the Account Holder with the monthly statement, by public advertisement in newspapers or by posting the changes on our website (www.dinersclub.co.nz). We will give you seven (7) days notice of any changes.
- (iv). If you do not accept any change, you may cancel the Card by cutting it in half and returning it to Diners Club at PO Box 1533,

Shortland Street, Auckland 1140. You will still be liable for all Charges incurred.

22. Enforcement Expenses

Those liable on the Card Account must pay our reasonable costs in recovering or attempting to recover the Charges on the Account, including solicitor's fees on a solicitor / client basis, except where we are prevented from requiring this by law.

23. Notices

You shall be treated as having received any notice we give you on the seventh (7th) day following its despatch by us or upon its actual receipt, whichever is the earlier.

24. Evidence

- (i). A certificate signed by one of our officers stating the amount owed to us under these Terms and Conditions (in the absence of evidence of fraud or negligence) will be proof of such amount.
- (ii). A copy of any document relating to a Card Account with us shall be admissible to prove the contents of that document for any purpose.
- (iii). Charges may be made and/or submitted to us electronically and directly from a Merchant through an EFTPOS device. A certificate signed by one of our officers stating the amount of such Charges based on the electronic records we have received (in the absence of evidence of fraud or negligence) will be proof of that amount.

25. No Waiver of our Rights

No forbearance, delay or failure on our part to exercise any power or right under these Terms and Conditions shall operate as a waiver of that power or right. Any single or partial exercise of a power or right preclude does not preclude any further exercise of that or any power or right.

26. Assignment

- (i). We may assign this agreement at any time without your prior approval.
- (ii). You may not assign this agreement except upon our prior written consent.

27. Governing Law

The laws of New Zealand govern these Terms and Conditions.

28. Customer Service Procedure

We are committed to providing you with quality service. Should you ever have a problem or want to comment on our service, we invite you to tell us about it. Here's how:

- (i). Contact the Diners Club Customer Service Centre on 0800 346 377 to speak with a Customer Service Representative or a Manager, or email info@dinersclub.co.nz.
- (ii). Then, if you are unable to reach an agreement, write to: The

29. Complaints

If you are not satisfied with the service you have received from us, we have an internal complaints process and undertake to investigate your concerns promptly and fairly. You may contact us to make a complaint by telephone, email or in writing at the contact details provided in Clause 28.

If you are not satisfied by our response, you may refer the matter to Financial Services Complaints Limited ("FSCL"), an independent dispute resolution scheme operated by and approved by the Ministry of Consumer Affairs. Please allow twenty (20) days for us to respond to your complaint before referring it to the FSCL.

The FSCL can be contacted by phone on 0800 347 257 or email at info@fscl.org.nz. Full details of how to access the FSCL scheme can be obtained on their website at www.fscl.org.nz. There is no cost to you to use the services of FSCL.

SCHEDULE OF FEES

Fee Name	Main Card	Supplementary Card
PERSONAL CARD* Annual Fee	\$68	\$40
BUSINESS CARD* Business Account Fee Annual Account Fee	\$30 Sliding fee scale up to \$43	
CLUB REWARDS®* Annual Fee	\$30	
Other Fees		
CASH ADVANCES Less than \$125 advanced \$125 or more advanced	\$5 fee applies 4% fee on amount advanced	
LATE PAYMENT FEE	\$20 or 3.5% on outstanding balance (whichever is greater)	
Overseas Currency Conversion fee	2%	
Buy Now Pay Later (payable under a separate agreement)	Different interest rates apply. The current interest rates may be obtained by calling 0800 346 377	
Handling Fee on disputed charge	\$10 (only payable if the disputed charge is found to be a valid charge)	
Dispute Fees	\$15	
International charge	\$10	
Local charge		

*Special fees or no fees may apply. See 'Cobrand Partner' definition, or phone 0800 346 377 for details. Diners Club reserve the right to charge a fee for Requests for Statements, copies of charges, lost or stolen Cards and dishonour or reversal of any payments. We may also charge Convenience Fees on transactions you have with certain Merchants. A copy of the current schedule of Fees can be found on our website at www.dinersclub.co.nz.

Club Rewards® Terms and Conditions for Charge Card

Commencing 7 December, 2010 these Terms and Conditions supersede any previous Club Rewards Terms and Conditions and will be used in conjunction with Diners Club (NZ) Limited Personal and Business Charge Card Terms and Conditions.

1) Definitions

- **Bonus Partner** - any supplier who agrees to provide Bonus Club Rewards Points and/or provide Club Rewards. Details of current Bonus Partners can be found in the Club Rewards Catalogue on the Diners Club (NZ) Limited website.
- **Bonus Club Rewards Points** - the Club Rewards Points that are earned, in addition to Club Rewards Points awarded for Eligible Transactions on a Card Account, upon the acquisition of goods or services from Bonus Partners, by transacting on a Card Account, or as a result of any special promotional or incentive programme offered by Diners Club or a Bonus Partner from time to time.
- **Business Card Account** - a Diners Club Card Account held in the name of a company, partnership, firm, joint venture, association, corporation or other body corporate, a sole trader or governmental agency.
- **Card** - a valid Diners Club Card.
- **Card Account** - a Business Card Account or a Personal Card Account.
- **Cardmember** - the person who is shown on the Application Form as the person to whom the Card is to be issued.
- **Club Rewards** - the loyalty programme offered by Diners Club as described in these Terms and Conditions.
- **Club Rewards Partner** - any supplier who agrees to provide reward items to Diners Club to be offered as redemption items for Club Rewards Members.
- **Club Rewards Points** - Points, including Bonus Club Rewards Points, added or subtracted from a Club Rewards Account in accordance with the Terms and Conditions.
- **Club Rewards Points Account** - the Account Diners Club maintains in the Main Cardmember's name detailing the number of Club Rewards Points the Main Cardmember and Supplementary Cardmember, if applicable, has been allocated in accordance with these Terms and Conditions.
- **Club Rewards Catalogue Online** - the catalogue updated from time to time by Diners Club (NZ) Limited which is located at www.dinersclub.co.nz and includes details of:
 - a) Club Rewards that can be claimed by the Main Cardmember and the Club Rewards Points required to claim such a reward;
 - b) How to claim Club Rewards; and
 - c) Bonus Club Rewards Points that may be received from Bonus Partners, and includes any variations or supplements to any such catalogue.

- **Club Rewards Membership Fee** - the annual nonrefundable fee charged by Diners Club for membership of Club Rewards as set out in the Club Rewards Catalogue online or the Terms and Conditions of your Card Account from time to time.
- **Diners Club** - Diners Club (NZ) Limited.
- **Eligible Transaction** -
 - a) in the case of a Card Account any purchase transaction made by the use of a Card and/or the Card Account.
 - b) but in all cases excluding debits to a Card Account to pay:
 1. annual, joining and other Card Account fees;
 2. all transaction fees; (including ATM fees, over-the-counter fees and bank payment fees);
 3. Cash Advance withdrawals;
 4. penalty service charges;
 5. unauthorised, fraudulent or disputed charges;
 6. the Club Rewards Membership Fee;
 7. government charges or duties (other than any GST included in a Eligible Transaction);
 8. other amounts nominated by Diners Club from time to time; and
 9. taxes (including any GST) payable in connection with any of the above amounts in this paragraph (b).
- **Frequent Flyer Programme** - a loyalty programme operated by an airline.
- **Frequent Flyer Programme Points** - Points earned or capable of redemption under a Frequent Flyer Programme.
- **GST** - any tax on goods or services imposed or assessed under legislation by the Commonwealth of New Zealand including but not limited to a tax imposed under the Goods and Services Tax.
- **Main Cardmember or you** - an individual who has enrolled in Club Rewards and in whose name a Club Rewards Points Account has been established by Diners Club.
- **Non-Frequent Flyer Programme Rewards** - a loyalty programme (for example, hotel, car rentals or merchandise) other than Frequent Flyer Programme Points.
- **Nominated Member** - the Member nominated from time to time by the Organisation for the purpose of Points Pooling.
- **Organisation** - the body corporate, firm, partnership, joint venture, association, governmental agency, sole trader or other business entity that requests the issuance of the Card to the Cardmember.
- **Personal Card Account** - a Diners Club Card Account held in the name of an individual.
- **Points Pooling** - the transfer and allocation of Club Rewards Points earned on Eligible Transactions on a Card Account to

the Nominated Member's Club Rewards Points Account.

- **Supplementary Cardmember** - the Cardmember, which is a family member, that is issued a Card at the request of the Main Cardmember.
- **Terms and Conditions** - includes:
 - a) these Terms and Conditions;
 - b) any application form for enrolment as a Main Cardmember in Club Rewards; and
 - c) the Club Rewards Catalogue online.
- **Transfer Fee** - the fee charged to the Main Cardmember's Card Account when the Main Cardmember chooses to redeem their Club Rewards Points to a participating airlines' Frequent Flyer Programme. This fee is subject to change from time to time.
- **Travel Account** - an Account used by an Organisation to charge eligible airline transactions. Travel Accounts are not eligible to earn Club Rewards Points.

2) Participation

- a) To be eligible to be enrolled as a Member, a person must be:
 1. in the case of a Business Card Account, an individual who has been issued a Card on that Business Card Account and be authorised by the Organisation to be a Member; and
 2. in the case of a Personal Card Account, the individual in whose name the Personal Card Account has been opened; and
 3. in the case of a Supplementary Card Account, an individual who has been issued a Card to be joined on the Main Cardmember's Account; and
 4. in the case of a Diners Club Cobranded Card, the individual in whose name the Diners Club Cobranded Card has been opened.
- b) The Club Rewards Membership Fee;
 1. is payable annually, on your Card Account;
 2. if Points Pooling has been selected by your Organisation, the fee is payable annually, if you are the Nominated Member;
 3. will first be charged on the date Diners Club establishes your Club Rewards Points Account; and
 4. will thereafter be charged in the month preceding each anniversary of that date.

3) Accumulation of Club Rewards Points

- a) You will accrue Club Rewards Points:
 1. in respect of a Business Card Account on Eligible Transactions using the Card and/or the Card Account, which appear in the statement of Card Account for the

Business Card Account which is paid in accordance with the Card Account Terms and Conditions.

2. in respect of a Personal Card Account on Eligible Transactions using the Card and/or the Card Account, which appear in the statement of Card Account for the Personal Card Account which is paid in accordance with the Card Account Terms and Conditions.
3. in respect of a Diners Club Cobranded Card Account on Eligible Transactions using the Card and/or the Diners Club Cobranded Card Account, which appear in the statement of Card Account for the Card Account which is paid in accordance with the Card Account Terms and Conditions.
4. in respect of any other Card Account, on Eligible Transactions which occur on and from the date you are enrolled as a Member.

You will not be able to redeem any Club Rewards Points that have been earned until payment is made in full on the current Account balance. Upon payment in full, these Points will become available for redemption. The number of Club Rewards Points awarded is calculated by reference to the New Zealand dollar value of the Eligible Transactions (inclusive of any taxes, including any GST, included on the Eligible Transaction) indicated in your statement of Card Account at the following rates:

1. if the Account is a Card Account, Club Rewards Points accrue at the rate of one (1) Club Rewards Point for each New Zealand dollar.
 2. if the Account is a Diners Club Cobranded Card, Club Rewards Points accrue at the rate notified to you by Diners Club from time to time. Diners Club may, by prior notice to you, increase or decrease these rates from time to time for selected Eligible Transactions or otherwise.
- b) Subject to the Terms and Conditions, Club Rewards Points which have accrued will only be allocated to your Club Rewards Points Account on the condition that at the time of allocation you or the Card Account holder are not in default or in arrears under any of your Card Account Terms and Conditions. If you or the Card Account holder only partially satisfies the payment obligations for an Card Account, Diners Club will forfeit all Points earned on the amount that is overdue.
- c) For Bonus Points to accrue and be allocated, an Eligible Transaction must be made with the Bonus Partner and at its designated outlets situated within New Zealand.
- d) Your Club Rewards Points Account will be adjusted to reflect refunds or reimbursements or other circumstances that result in either a charge payment reversal being issued to a Card Account (for example, because of a dishonoured cheque or direct debit reversal).
- e) Unless Points Pooling has been selected, Club Rewards Points accrue in the name of the Main Cardmember only. Club Rewards Points earned by a Supplementary Cardmember are allocated to the Main Cardmember's Club Rewards Points Account.

- f) Unless Points Pooling has been selected, Club Rewards Points are not transferable to any other person or to any other Club Rewards Points Account.
- g) Club Rewards Points cannot be redeemed for, or converted to, cash. Club Rewards Points have no cash or monetary value.
- h) Diners Club will use its best endeavours to supply you your Club Rewards Points balance on your Card Account statement, as long as, there are Eligible Transactions posted to your Card Account monthly, however it assumes no liability for failure to do so.
- i) Where you believe Club Rewards Points in respect of an Eligible Transaction have not been correctly allocated to your Club Rewards Points Account, you must notify Diners Club within twenty one (21) days of the issue of the first Club Rewards Points statement issued after the Eligible Transaction occurred.

4) Duration and Loss of Club Rewards Points

- a) Subject to the Terms and Conditions, Club Rewards Points may be redeemed at any time.
- b) You can elect not to participate in, or to cancel, your membership of Club Rewards by calling Diners Club on 0800 346 377.
- c) If your Card Account is terminated by Diners Club, you become ineligible to participate in Diners Club New Zealand Club Rewards and all Club Rewards Points in your Club Rewards Points Account will be cancelled and forfeited immediately.
- d) If you lawfully terminate or cancel your Card Account or cancel your membership of Club Rewards, your Club Rewards Points earned in your Club Rewards Points Account will be forfeited in thirty (30) days after the date of such termination, election, or cancellation unless you re-enrol as a Main Cardmember during that thirty (30) day period.
- e) Diners Club reserves the right to suspend or exclude you from participation in Club Rewards, or to terminate your membership of Club Rewards, if Diners Club reasonably believes that:
 - 1. you have, or a Supplementary Cardmember has, breached the Terms and Conditions or the Terms and Conditions of a Card Account (including if you fail to pay Diners Club for charges) on a statement of Card Account; or
 - 2. any person has engaged in fraudulent conduct, or conduct is suspected to be fraudulent, in relation to a Card Account, your Club Rewards Points Account or a claim for redemption of Club Rewards Points allocated to you. Diners Club may at its discretion cancel all or any Club Rewards Points that have accrued to you if your right to participate in Club Rewards is suspended or excluded.
- f) In the case of a Business Card Account, the Organisation may at any time elect, by giving prior written notice to Diners Club, to cancel, with effect from the date nominated in the notice, the entitlement of a Cardmember who has been issued a Card linked to that Card Account to accrue and be allocated Club

Rewards Points in respect to any Eligible Transaction made after the nominated date.

5) Redemptions for Club Rewards Partners

- a) Club Rewards may only be redeemed, in respect of Club Rewards Points available on your Club Rewards Points Account, in accordance with the Club Rewards Catalogue current at the time you claim a reward.
- b) Diners Club may reissue, vary or add to the current Club Rewards Catalogue at any time or alter the number of Club Rewards Points required to claim a reward and may impose restrictions or conditions upon obtaining any reward.
- c) Club Rewards Points used to claim a reward will be deducted from the Main Cardmember's Club Rewards Points Account at the time Diners Club receives the redemption request and the adjustment will be reflected in the next Club Rewards statement.
- d) Selected Club Rewards may be redeemed by the use of a "Top-Up" contribution in conjunction with the nominated number of Club Rewards Points as specified in the Club Rewards Catalogue. The "Top-Up" contribution can only be purchased in blocks of Club Rewards Points as specified in the Club Rewards Catalogue. The "Top-Up" contribution is only allocated for the purposes of redeeming a particular Reward and any unused portion of the "Top-Up" contribution is then forfeited. The "Top-Up" contribution will be billed directly to your Card Account and will appear on your next statement of Card Account. The reward will not be available until the "Top-Up" contribution has been authorised by Diners Club. The payment in relation to the "Top-Up" contribution will be an Eligible Transaction for the purposes of earning further Club Rewards Points.
- e) All rewards are subject to availability and restrictions may apply.
- f) Unless otherwise stated, installation and/or service of reward items are not included when a reward is redeemed.
- g) Rewards include only those features described in the Club Rewards Catalogue.
- h) No reward can be obtained or claimed where you have failed to make any payment required in accordance with the Terms and Conditions of any of your Card Accounts.
- i) Club Rewards cannot be claimed jointly or by pooling Club Rewards Points with another Main Cardmember unless Points Pooling has been requested by the Organisation. Only the Nominated Member is eligible to redeem pooled Club Rewards Points if Points Pooling has been selected.
- j) Where you have accumulated the required number of Club Rewards Points you may claim a reward in accordance with the Terms and Conditions.
- k) A request or claim for Club Rewards redemption cannot be altered or revoked once the redemption request has been fulfilled by the supplier.
- l) Any person other than the Main Cardmember is eligible

to redeem Club Rewards Points available on the Main Cardmember's Club Rewards Points Account on behalf of the Main Cardmember if the Main Cardmember has signed an authorisation acceptable to Diners Club.

- m) Diners Club at its sole discretion may at any time, and without prior notice to the Main Cardmember, withdraw, limit, modify, cancel or increase the availability of any reward.
- n) Upon redeeming a reward, the Main Cardmember releases Diners Club from any liability in respect of the redemption or use of such reward.
- o) Redeemed Club Rewards are not exchangeable for other Club Rewards, refundable, replaceable, or transferable for cash or credit.

6) Reward Vouchers

- a) Diners Club may issue you with a reward voucher when you claim certain rewards. Upon Diners Club approving a claim for such a reward, Diners Club will issue you or your nominee with a Voucher that will entitle you or your nominee to purchase goods from the relevant supplier. You must abide by any Terms and Conditions that govern the reward voucher.
- b) A reward voucher is valid for the duration specified on the reward voucher or, where no duration is specified, for six (6) months from the date of issue of the reward voucher. A reward voucher cannot be used after it expires.
- c) Diners Club will issue any reward voucher you claim by sending the reward voucher by post or courier to your last known postal address, unless you request otherwise at the time of the claim.
- d) The issue of a reward voucher does not constitute a reservation in respect of any reward requiring a reservation with the participating airline. You are responsible for making all reservations with the participating airline and you are solely liable for any cancellation fee payable in respect to a reservation.
- e) Diners Club is not liable in connection with the refusal by any supplier to accept a reward voucher.
- f) A reward voucher cannot be replaced if lost, stolen or destroyed. A reward voucher is void if reported lost or stolen, altered, incomplete or defective in any way.

7) Delivery of Rewards and Reward Vouchers

- a) Processing and delivery of rewards and reward vouchers may take up to twenty eight (28) business days.
- b) If a reward arrives in a damaged or faulty form, you must notify Diners Club within three (3) business days of receipt providing full details of the defect including the name of the carrier.

8) Redeeming Club Rewards Points for Frequent Flyer Rewards provided under Frequent Flyer Programmes

- a) The following additional Terms and Conditions apply if the reward you request is for Frequent Flyer Programme Points under a Frequent Flyer Programme:
1. You are not eligible for this reward unless you are a Main or Supplementary Cardmember of the relevant Frequent Flyer Programme. Membership of Club Rewards does not entitle you to membership of any Frequent Flyer Programme. You must apply separately to the relevant airline for membership of the Frequent Flyer Programme offered by that airline. A membership fee to the airline's programme may apply.
 2. Redemption rates and minimum number of Club Rewards Points that can be redeemed for Frequent Flyer Programme Points may differ between Frequent Flyer Programmes. The Club Rewards Catalogue contains information about specific Frequent Flyer Programmes.
 3. Club Rewards Points may only be redeemed for Frequent Flyer Programme Points by the Main Cardmember and its Supplementary Cardmember and credited to their Frequent Flyer Programme Account. Frequent Flyer Programme Points allocated as a result of redeeming Club Rewards Points cannot be allocated to the Frequent Flyer Programme Account of any person other than the Main Cardmember and/or its Supplementary Cardmember.
 4. The redemption of Frequent Flyer Programme Points cannot be cancelled or reversed.
 5. All Frequent Flyer Programme Points will be governed by the Terms and Conditions of the relevant Frequent Flyer Programme.

9) Points Pooling

- a) Points Pooling is available in relation to Business Card Accounts. The Business Card Account holder may select Points Pooling by sending Diners Club a completed Points Pooling form (signed by the Authorised Person) identifying the Nominated Member to which Points Pooling will apply.
- b) Points Pooling will apply from the Points Pooling start date. The Points Pooling start date is thirty (30) days from receipt of the request from the Authorised Person signing on behalf of the Business Card Account. You can obtain a Points Pooling form by calling 0800 346 377.
- c) Club Rewards Points that have accrued on Eligible Transactions made prior to the Points Pooling start date which have not yet been allocated to a Main Cardmember's Club Rewards Points Account will be allocated to the Nominated Member's Club Rewards Points Account when the requirements for the allocation of Club Rewards Points in the Terms and Conditions are satisfied.
- d) Subject to clause 9(i), after the Points Pooling start date, Club Rewards Points will accrue in the name of the Nominated Member on Eligible Transactions made by each Cardmember

on the Business Card Account until the date on which Points Pooling is cancelled in accordance with the Terms and Conditions.

- e) Only one person may be nominated as the Nominated Member in relation to a Business Card Account at any one time. The Nominated Member must be a Cardmember and in good credit standing.
- f) The Organisation must notify all Cardmembers that Points Pooling has been selected and that a Cardmember will not earn, accrue or be allocated Club Rewards Points in relation to Eligible Transactions on his or her Card Account linked to the Business Card Account unless he or she has been selected as the Nominated Member.
- g) Club Rewards Points earned on a Business Card Account to which Points Pooling applies are allocated to the Nominated Member's Club Rewards Points Account when the conditions which apply to the accrual of those Club Rewards Points are satisfied. However, if you or the Organisation partially satisfies the payment obligations for a Card Account, Diners Club reserves the right to not allocate Club Rewards Points for redemption to the Nominated Member's Club Rewards Points Account until those payment obligations are satisfied in full.
- h) The Organisation may cancel Points Pooling or change or replace the Nominated Member at any time by sending a written request (signed by an Authorised Person) to Diners Club. The cancellation of, or changes to, Points Pooling or the replacement of the Nominated Member will apply from the date on which Diners Club processes the cancellation or change (this will usually be completed within three (3) Business days of receipt of the request by Diners Club).
- i) If the Nominated Member's Card or the Nominated Member's membership of the Club Rewards Programme is suspended or cancelled:
 - 1. Club Rewards Points will cease to be allocated to the Nominated Member's Club Rewards Points Account; and
 - 2. Club Rewards Points will not be allocated to other Cardmembers (other than the replacement Nominated Member, if any) or the Organisation.
- j) If a replacement Nominated Member is selected by the Organisation in accordance with clause 9(h), any Club Rewards Points accrued on Eligible Transactions that have not been allocated to the Nominated Member's Club Rewards Points Account before the replacement of the Nominated Member or the suspension or cancellation of the Nominated Member's Card or the Nominated Member's membership of the Club Rewards Programme, will be allocated to the replacement Nominated Member's Club Rewards Points Account when the requirements for the allocation of Club Rewards Points in the Terms and Conditions are satisfied.

10) Disclaimer/No Liability

- a) Except as provided in any law which cannot lawfully be excluded or modified by agreement, Diners Club does not accept liability relating to information provided by third parties, including Bonus Partners and other Club Rewards partners. All descriptions of rewards in the Club Rewards Catalogue are based on information provided by Bonus Partners and other Club Rewards partners and Diners Club expressly disclaims any responsibility and liability for any inaccuracy or misrepresentation contained in it.
- b) Except as provided in any law which cannot lawfully be excluded or modified by agreement, Diners Club does not accept any liability whatsoever, including for negligent acts and omissions, with respect to:
 - 1. the breach of any of the Terms and Conditions or any Term implied by law (including statute) by any person other than Diners Club;
 - 2. rewards supplied;
 - 3. any death or injury or consequential loss or damage arising from the supply of a reward;
 - 4. the loss, theft or destruction of a reward or reward voucher;
 - 5. any supplier's refusal to supply a reward or to accept a reward voucher; and
 - 6. any failure, delay or inability to provide any reward to a Member caused by circumstances beyond its control, including but not limited to, strikes or industrial disputes, acts of God, flood, weather, war or civil disturbance.

11) Warranties

- a) Except as provided in any law which cannot lawfully be excluded or modified by agreement, Diners Club gives no warranty (whether express or implied) whatsoever with respect to any reward. In particular, Diners Club gives no warranty with respect to the merchantability or quality of Club Rewards or their suitability for any purpose.
- b) You must direct any inquiry requiring the use, repair or servicing of a reward to the supplier or the manufacturer of the reward.

12) Taxation

- a) Diners Club accepts no liability in respect of any income taxation liability arising from the accrual of Club Rewards Points.
- b) Diners Club gives no warranty as to, and accepts no responsibility for, the ultimate taxation treatment of Club Rewards Points.
- c) Diners Club's Club Rewards Points reflect the impact of GST (where applicable) on the purchase price of Club Rewards

paid by Diners Club. Therefore no further GST will apply on redemption of Club Rewards Points by you.

- d) Any liability for tax (for example, any fringe benefit tax), stamp or other duty or other government charge or reporting requirement that applies in connection with the redemption of Club Rewards Points or any rewards (including in connection with the redemption of Frequent Flyer Programme Points for Air Miles under a Frequent Flyer Programme (for example, taxes – including GST, levies and charges associated with airline tickets) or other benefit derived by the Member, any Supplementary Cardmember or a nominee as a result of the Member's participation in Club Rewards is that person's sole responsibility.

13) Privacy Act and Personal Information

In accordance with the Privacy Act, you can access Personal Information about you held by Diners Club (NZ) Limited and advise if you think it is inaccurate, incomplete or out of date. To arrange access to Personal Information about you, or to enquire generally about privacy matters, write to: The General Manager, Diners Club (NZ) Limited PO Box 1533, Shortland Street, Auckland 1140, New Zealand. In this section "Personal Information" means information about you, including your financial circumstances and the use and administration of the Programme. You agree that, subject to the Privacy Act, Diners Club (NZ) Limited may transfer Personal Information confidentially to our related companies and other organisations which issue or service the Programme, subject to appropriate conditions of confidentiality.

14) General

- a) Diners Club may at any time in its sole discretion, suspend or terminate Club Rewards by giving you prior notice. If Diners Club terminates the Club Rewards Programme, any Club Rewards Points accrued on the Main Cardmember's Club Rewards Points Account will be forfeited and void from the date of termination. No entitlement will accrue in respect to any Eligible Transaction made after termination of Club Rewards or during any period of suspension of the Club Rewards Programme.
- b) Diners Club reserves the right to vary the Terms and Conditions of the Club Rewards Programme at any time including, but not limited to, annual fees, points conversion rates and redemption rates. Any such variation will come into effect on the date set out in the notice of variation.
- c) Diners Club shall be entitled to appoint an agent or contractor to operate all or part of Club Rewards on its behalf. You consent to Diners Club supplying an agent or contractor with such information as is required for them to perform their duties.
- d) If you believe that an error has occurred in relation to any claim

you make for a Reward or the accrual or allocation of Club Rewards Points, you should contact Diners Club, within twenty one (21) days of the issue of the Club Rewards Points, on 0800 346 377. Diners Club may require you to confirm in writing, with supporting sales receipts or other evidence, the details of any error you believe has occurred.

- e) If you have any complaints or queries in relation to the reward (including in relation to the quality, fitness for purpose or loss or damage arising from use of the reward) you should contact the supplier of the reward.
- f) Diners Club's failure to enforce a Term or Condition does not constitute waiver of that Term or Condition by Diners Club.
- g) These Terms and Conditions are governed by the laws of New Zealand.

0800 346 377
WWW.DINERSCLUB.CO.NZ

DINERS CLUB INTERNATIONAL®

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