

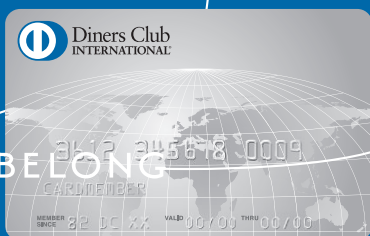


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CREDIT CARD TERMS AND CONDITIONS

ACCOUNT AND CLUB REWARDS®

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CONTENTS

Diners Club® Credit Card Terms and Conditions

1.	Important Message	1
2.	Definitions of Terms Used	1
3.	Fees	2
4.	Your Card/PIN Security	2
5.	Your Liability on Lost or Stolen Card/PIN	3
6.	Use of your Card	3
7.	Your Liability for Charges	4
8.	Statements and Payments	5
9.	Interest Rate	6
10.	Transaction Enquiries and Dealings with Merchants and Other Suppliers	7
11.	Overdue Payments	7
12.	Overseas Charges	8
13.	Credit Limit	8
14.	Cash Advances	9
15.	Renewal Card	9
16.	Your Card Remains Our Property	9
17.	Your Card Cancellation	10
18.	Automatic Bill Payments	10
19.	Security Interest	11
20.	Changes to Your Personal Information	11
21.	Use of your Card Account Information	11
22.	Taxes and Duties	12
23.	Our Liability, Our Right to Indemnity	12
24.	Changing these Terms and Conditions	13
25.	Notices	13
26.	Evidence	13
27.	No Waiver or Our Rights	14
28.	Assignment	14
29.	Governing Law	14
30.	Complaints	14
31.	Contact Us	14
32.	Account Fees and Rates Table	15

Club Rewards® Terms and Conditions for Credit Card

1.	Important Message	16
2.	Definitions of Terms Used	16
3.	Eligibility for Club Rewards Membership	17
4.	Accumulation of Club Rewards Points	17
5.	Duration and Loss of Club Rewards Points	18
6.	Redemption of Club Rewards Points	19
7.	Club Rewards Points Top-up	21
8.	Disclaimer/No Liability or Warranties	22
9.	Taxation	22
10.	Privacy Act	23
11.	General	23
12.	Club Rewards Fees and Rates Table	24

Contact Us:

0800 346 377 (within New Zealand) or +64 9 359 7796 (from overseas)

W: www.dinersclub.co.nz **E:** info@dinersclub.co.nz

Diners Club® Credit Card Terms and Conditions

1. Important Message

IMPORTANT: Before you sign or use the Diners Club (NZ) Limited Credit Card, read or re-read these Terms and Conditions thoroughly. You may have already agreed to them. If not, then if you retain or use the Card, you are treated as having agreed to them. If you do not agree to these Terms and Conditions, please cut the Card in half and return the pieces to Diners Club at PO Box 1533, Shortland Street, Auckland 1140.

2. Definitions of Terms Used

Account Holder - An individual or an Organisation who applies to us for the issue of a Card or Cards (to themselves and/or others) and in whose name a Card Account is established and an account number is allocated.

ATM - An Automatic Teller Machine within our approved network in New Zealand and internationally.

Business Card - A Card issued under a Business Account.

Business Account - A Card Account held in the name of an Organisation for business purposes.

Card - A Diners Club Credit Card issued in relation to a Card Account.

Card Account - A Diners Club Credit Card Account, being a Business Account or a Personal Account.

Cardmember - In relation to a Card, means the person who is named on the Card.

Cash Advances - Cash withdrawal using your Card including (without limitation) ATM, purchase of travellers cheques and/or foreign currency bank notes.

Charge - The amount of a Transaction made with a Card (including any surcharge a Merchant may impose); amounts transferred from another account with Diners Club; fees; interest; taxes; and all other amounts from time to time applying to a Card or debited to the relevant Card Account.

Credit Limit - The aggregate amount, if any, we set as the maximum amount of credit (including unpaid Charges) that can be incurred with or in relation to Cards on a particular Card Account.

Diners Club - Diners Club (NZ) Limited.

Diners Club Group - Diners Club and/or its related companies.

EFTPOS Terminals - The electronic device connected at the Merchant's point-of-sale, which facilitates the use of a Card for Transactions.

Main Card - The first Card issued for the Main Cardmember's personal use.

Main Cardmember - An Account Holder who has been issued with a Personal Card.

Merchant - A business or organisation that accepts the Card for payments for their goods or services.

Organisation - A company, corporation or other body corporate, firm, partnership, joint venture, association, governmental agency, sole trader or other entity.

Personal Card - A Card issued under a Personal Account.

Personal Account - A Card Account held in the name of an individual for personal expenses.

PIN - A confidential personal identification number (PIN), which will allow a Cardmember access to transactions through an ATM or EFTPOS Terminal when using the Card.

Supplementary Card - An additional Card issued to the Main Cardmember or any 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.

Transaction - A transaction initiated with a Card, including the purchase of goods and services, automatic bill payments, cash advances (including ATM transfers and withdrawals), either manually or by EFTPOS, mail orders, telephone orders, internet orders or any other electronic means.

we, our, us - Diners Club (NZ) Limited.

you and your - The Cardmember, the Organisation or the individual(s) liable for Charges incurred with or relating to the Card or on the Card, Account or any one or more of them as applicable.

3. Fees

1. You authorise us from time to time to charge fees on your Card Account in relation to the issue and use of your Card, any related services, and any statutory duty, levy or charge payable on Charges.
2. A list of our current fees - Fees and Rates Table - is available on our website.
3. If a six (6) monthly Card fee applies, it is not refundable. The fee will be charged to your Card Account shortly after the Card is issued and subsequently every six (6) months.
4. We may change any fee from time to time by giving you seven (7) days notice of any changes.

4. Your Card/PIN Security

1. Card
 - a. For identification and to prevent misuse, you must sign each Card issued to you as soon as you receive it and before using it.
 - b. You must take all reasonable care when using your Card and to store your Card in a safe and secure manner.
 - c. You must not give your Card to anyone else, including your family, friends or business colleagues.
 - d. You must notify us immediately if your Card is damaged, lost, stolen, used without your knowledge or consent, or if a renewal Card is not received.
 - e. Renewal Cards will not be sent to an overseas address.

2. Personal Identification Number (PIN)

- a. If a PIN is issued for your Card, it will be despatched separately from your Card.
- b. You agree to keep your PIN confidential and not disclose it to any other person including our staff.
- c. You must destroy your PIN mailer once you have memorised the PIN.
- d. You must not keep a written record of your PIN on your Card or anywhere else.
- e. You must notify us immediately if your PIN may have been disclosed or a record of your PIN is lost or stolen.

5. Your Liability on Lost or Stolen Card/PIN

1. From the time we actually receive notice that your Card has been lost or stolen, or your PIN may have been disclosed, you will not be responsible for any unauthorised use of your Card. If you give notice by phone, we may require you to provide written confirmation.
2. You will be liable up to NZ\$50 for any loss that occurs before we receive notice unless you have:
 - a. kept a written record of your PIN on or with your Card, or kept it in a form that can be readily identified as a PIN.
 - b. disclosed your PIN to anyone, whether family or those in apparent authority including our staff, or let them use your Card.
 - c. unreasonably delayed notifying us that your Card has been lost or stolen, or that your PIN has been disclosed.
 - d. acted fraudulently or negligently.
3. If the NZ\$50 limit does not apply, you will be liable for all Transactions on the Card during the period before we receive notice of the loss, theft or misuse.
4. Where a Supplementary Card or PIN has been stolen, lost or misused, the Main Cardmember and that Supplementary Cardmember will be jointly and severally liable to the extent set out in this section.
5. Any person liable on a Business Account has joint and several liability under this section with any liable Cardmember.
6. If a Card reported lost or stolen is later found, you must advise us and destroy the Card.
7. There may be a card replacement fee charged to your Card Account where a replacement Card is issued for a damaged, lost or stolen Card.

6. Use of your Card

1. You must only use your Card within the validity dates shown on its face and in accordance with these Terms and Conditions.
2. The Card must only be used by the person named on it.
3. If in breach of clause 6.2, 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.

4. You must not return any goods 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 give a credit.
5. 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.
6. You must not use the Card
 - a. if you do not honestly expect those liable on the Card to be able to pay the Card Account on the due date for payment; or
 - b. if the Card Account is overdue; or
 - c. if there is a current application for your or their liquidation or bankruptcy.
7. 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.

7. Your Liability for Charges

1. Those persons liable on a Card or for a Card Account become immediately responsible for payment to us of the amount of any Charges incurred by the use of or relating to the Card or a Card Account for which they are liable, regardless of the method of transaction.
2. You cannot stop payment of a Transaction made using your Card.
3. Personal Card
 - a. If you are the Main Cardmember, you are liable to us for all Charges relating to the Main Card and any Supplementary Card(s) issued at your request and any other Charges debited to your Personal Account. You agree that all of the Card(s) will be used in a manner consistent with these Terms and Conditions.
 - b. If you are a Supplementary Cardmember who is not also the Main 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 Card. In that case, you are jointly and severally liable with the Main Cardmember.
4. Business Card

Liability depends on the agreed liability on the Business Account Application Form used to apply for the issue of the Card(s). If the application form provides for:

- a. Individual Liability: Only the Cardmember is liable for all Charges relating to the Card bearing their name.
- b. Company Liability: The Directors and the Company are liable for all Charges relating to all Cards issued at the Company's request and any other Charges debited to the

Company's Business Card Account. A Cardmember other than a director is not liable.

- c. **Company Only Liability:** The Company only is liable for all Charges relating to all Cards issued at the Company's request and any other Charges debited to its Business Card Account.
- d. **Joint & Several Liability:** The Directors of the Company, the Company and the Cardmember will be jointly and severally liable for all Charges relating to the Card bearing the Cardmember's name. The Directors and the Company are jointly and severally liable for any other Charges debited to the Card Account.
- e. **Partnership:** Where you are a partner of a firm that is an Account Holder, general partnership law will apply to govern your liability.
- f. For other Organisations, the liability is as set out in the application form.

8. Statements and Payments

1. We send or make available to the Account Holder a monthly statement of the Card Account for each statement period during which there is any activity or balance outstanding on the Account. The statements show all amounts debited or credited to the Account during the statement period.
2. Each person liable for paying any of the Charges debited to a Card Account is treated as having received each monthly statement on the seventh (7th) day following its despatch by us or upon its actual receipt, whichever is earlier. The obligation to pay us applies whether or not a statement is actually received. Your Card payment and Card Account details can be obtained by contacting us (refer clause 31).
3. Amounts due on a Card Account must be paid to us in New Zealand dollars.
4. You must pay on or before the payment due date shown on the monthly statement the minimum payment shown on the statement. If the closing balance is less than \$50, the minimum payment will be the closing balance. Otherwise the minimum payment will be \$50 or 5% of the closing balance (whichever is greater) plus overdue and over limit amounts. You must pay any overdue or over limit amounts immediately even though the payment due date is later. If the payment due date is a date on which the trading banks are not open in New Zealand, you must pay the minimum payment on or before the day on which trading banks are open immediately before the payment due date.
5. The payment due date will be stated on the monthly statement.
6. You may at any time pay the full amount owing to us. If you pay more than the minimum payment, you must still pay the minimum payment shown on the next monthly statement.
7. Information about methods of payment are outlined on your monthly statement and can be obtained on our website.
8. Unless we notify you otherwise, we apply payments in the following order:

- a. Fees and interest on any statement;
 - b. All purchases (including Automatic Bill Payments) on any statement;
 - c. Cash Advances on any statement;
 - d. Fees and interest incurred since the current statement period;
 - e. All purchases (including Automatic Bill Payments) made since the current statement;
 - f. Cash Advances made since the current statement period.
9. The entire amount owing on your Card Account becomes immediately payable if: you die, you become bankrupt or insolvent, or your Card Account is cancelled either by you or us.
 10. A payment to your Card Account is considered to be made on the day that the payment is credited to your Card Account. Depending on the method of payment used, it can take up to two (2) business days for a payment to be credited to your Card Account. Once a payment has been credited, there is a clearing period of five (5) business days (not including the date of the crediting) for cheque payments to your Card Account. During this clearing period, you may not be able to utilise any credit resulting from the payment to your Card Account.
 11. We may set off against any amounts you owe us, any amounts that we may owe you under any agreement. We may effect a set off in any manner we consider appropriate.
 12. If any payment you make to us is dishonoured or reversed, we may debit a dishonour fee to your Card Account. The current fee is available on our website.

9. Interest Rate

We charge interest on your Card Account on:

1. Charges (excluding Cash Advances and Cash Advance fees):
 - a. If payment of the full amount of the statement closing balance is made by the payment due date shown on a statement, no interest will be charged on these Charges listed in your current statement.
 - b. If payment is not made in full by the payment due date, interest will be charged on those Charges (including interest charged and unpaid) from the date the Charge was debited to your Card Account until the relevant amount is paid in full.
2. Cash Advances: Interest will be charged on the outstanding balance of each Cash Advance (including Cash Advance fee), and on unpaid interest relating to the advance, from the date the cash was withdrawn until the amount is paid in full.
3. Interest will be calculated on a daily basis on Charges on which interest is payable at the applicable interest rate(s). The current interest rates are available on our website and will be shown on your monthly statement.
4. Interest accrued will be debited to your Card Account on the closing date of each statement period as shown on your monthly statement.

10. Transaction Enquiries and Dealings with Merchants and Other Suppliers

1. You must check your monthly Card Account statements as soon as you receive them.
2. If you believe that there is an error on your monthly statement or there has been an unauthorised use of your Card or your Card Account, you can dispute the Charge, provided you contact us within thirty (30) days after the closing date of your monthly statement. Failure to dispute an incorrect or unauthorised Charge within thirty (30) days will mean we cannot reverse the Charge and you will have to pay for it and it will accrue interest.
3. Unless we notify you, you will not have to pay us the amount of a disputed Charge, pending resolution of the dispute.
4. You must 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 Card Account. Interest will accrue on the amount from the date the Charge was originally debited to your Card Account.
5. Except as required by law, we are not responsible for or give any warranty about goods and services charged to your Card or Card Account, including those:
 - a. offered by a third party and governed by a separate agreement between you and the third party;
 - b. introduced to you by or through the Diners Club Group.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.
6. You will be required to provide acceptable identification to us when you are requesting any account information.
7. We are not responsible if any Merchant refuses to accept the Card or does not follow required authorisation procedures.
8. If you have any enquiry about Cash Advances you have obtained with your Card, or any overseas Charges, we can debit your Card Account with any fees or other expenses we incur in relation to the enquiry. Where you dispute any Charge and that Charge is found to be valid, we may debit your Account with a disputed charge fee. The current fee is available on our website.

11. Overdue Payments

1. If the minimum payment amount referred to in clause 8.4 is not credited to your Card Account by the due date, we will:
 - a. charge an overdue payment fee to your Card Account (current fee can be found on our website); and/or
 - b. suspend the use of all Cards related to that Card Account and any related privileges.
2. Those liable on the Card Account must pay our reasonable costs in recovering or attempting to recover amounts due on

the Card Account, including solicitor's fees on a solicitor / client basis and collection agency costs and expenses, except where we are prevented from requiring this by law. We can debit our costs to your Card Account.

12. Overseas Charges

1. The use of your Card overseas may be subject to exchange controls or other New Zealand or foreign government requirements. You must comply with all laws and any exchange regulations applying to the use of your Card overseas.
2. Overseas Charges must be paid to us in New Zealand currency.
3. Overseas Charges will be converted into New Zealand dollars from the currency in which the Charge is received by us as at the date your Charge is processed by us, using a selling rate quoted by a bank we select. Amounts denominated in United States dollars will be converted directly into New Zealand dollars. Amounts denominated in any other foreign currency may first be converted into United States dollars and then converted into New Zealand dollars.
4. However where the Charges have been converted into New Zealand dollars before billing us, you are liable to pay the amount for which we are billed.
5. An overseas currency conversion fee will apply for each transaction made in foreign currency and it is calculated as a percentage of the exchange rate of each transaction. The fee will be shown with the relevant Transaction on your statement and is included in the total Transaction amount. The current fee is available on our website.
6. In the case of refunds, the original Charge plus the currency conversion fee applied are at the rate on the day of the refund. The refund amount may be different due to fluctuations in the currency exchange rate. You will not be compensated for any loss caused by such differences.

13. Credit Limit

1. We will advise you in writing of your Credit Limit when we approve your Card Account application. The Credit Limit will also be shown on your monthly statements.
2. The Credit Limit applies to the Card Account is an aggregate amount to all Cards issued from the same Card Account.
3. The balance of your Card Account must be kept within the relevant Credit Limit 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.
4. We may adjust your Card Account's Credit Limit at any time without giving you prior notice. The Account Holder will receive a change of limit notice from us within five (5) working days from the date the limit is changed.
5. Only an Account Holder can apply for a Credit Limit increase and we reserve the right to decline such request.
6. If you are the Account Holder, you may decline an increase to your Credit Limit we offer to you later.

7. We may, at our discretion, decline or accept a Charge which would result in the relevant Credit Limit being exceeded.
8. We also can suspend the use of all Cards on your Card Account if any Credit Limit has been exceeded. If a Credit Limit is exceeded, you must pay the excess amount to us immediately.
9. If your balance exceeds your Credit Limit on the final day of your monthly statement period, we may debit an over limit fee to your Card Account. The current fee is available on our website.

14. Cash Advances

1. You can withdraw cash with your Card in New Zealand or overseas:
 - a. at any ATM displaying the Diners Club or Pulse logos (PIN is required to access the ATMs).
 - b. at any participating worldwide finance institutions or hotels.The full list of the locations can be found on our website.
2. We will charge a Cash Advance fee plus interest on the amount of the cash advanced from the date the amount is withdrawn until the date it is repaid in full. The current fee is available on our website.
3. If you obtained a Cash Advance in foreign currency, we will charge you the overseas conversion fee as set out in Clause 12.
4. We reserve the right to impose a limit on the value of Cash Advance transactions you can make at one time and during a particular period.
5. We reserve the right to restrict the Cash Advance facility on any Card Account/Card.
6. If you are the Account Holder, you may request us to restrict the cash advance facility on any Card(s) issued under your Card Account.
7. In addition to these Terms and Conditions, the use of your Card at an ATM is subject to any conditions or limits imposed from time to time by other financial institutions who may own or operate the ATM or are parties to any ATM system.

15. Renewal Card

1. You will be automatically issued with a renewal Card whenever the current Card expires.
2. The Card fee (if applicable) will be debited to your Card Account shortly after the renewal card is issued. If you wish to no longer use a Card, you must advise in writing and return the current Card to us.
3. Renewal Cards will not be despatched to overseas addresses.
4. Renewal Cards will not be despatched if the Card Account is overdue, but will be once the Account becomes current.

16. Your Card Remains Our Property

1. Your 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.

2. If your Card is cancelled or expired, you must cut it in two and return both parts to us immediately.
3. If we ask you to, you must give the Card to any third party we nominate.
4. You agree not to use the Card after it has been cancelled or expired, or while it is suspended.
5. Your Card cannot be transferred to or used by any other person.
6. Your Card must be returned to us immediately if we or the Account Holder request.

17. Your Card Cancellation

1. If you are the Main Cardmember, you may at any time cancel the Main Card issued to you and any Supplementary Card(s) issued at your request.
2. If the Main Card is cancelled or suspended for any reason, all other associated Cards will automatically be cancelled or suspended at the same time.
3. A Supplementary Cardmember, may at any time cancel the Supplementary Card issued to them.
4. A Business Card Account Holder may cancel any Business Card issued on that account at any time.
5. A Cardmember holding a Business Card may at any time cancel the Business Card issued to them.
6. All Card cancellation requests must be received in writing by us together with the relevant Card(s) cut in half. Cancellation by a Cardmember or an Account Holder does not take effect until the Card is destroyed.
7. You remain liable for all Charges relating to the Card.
8. If all the Cards on your Card Account are cancelled, you must immediately pay the outstanding balance of the Card Account and any reasonable costs incurred by us in collecting payment. Interest will continue to accrue and other Charges may apply until payment of the outstanding balance has been made.

18. Automatic Bill Payments

1. If you have any Merchants that automatically charge to your Card Account:
 - a. on cancellation of your Card, you must notify the Merchants concerned that any further transactions are no longer authorised.
 - b. If your Card is lost or stolen, you must notify the Merchants concerned that any further transactions must be charged to the replacement Card which we may issue to you.
2. If you fail to notify the Merchants of cancellation, or of a lost or stolen Card, you remain liable to us for any Charges made by the Merchants concerned.

19. Security Interests

Unless expressly disclosed to you, and notwithstanding anything that may be stated in any other document, no security interest is taken in connection with your Card Account.

20. Changes to Your Personal Information

1. You must notify us immediately of any change in your personal details including name, address, telephone numbers and email address.
2. 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 Card.

21. Use of Your Card Account Information

1. We may disclose your Card Account information to credit reporting agencies and debt collection organisations. This information may include the fact that you have applied for a Card, any overdue Card payments, and any dishonoured payments we received.
2. You agree 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.
3. You consent to our use of information we hold about you for purposes that include, but are not limited to:
 - a. our Charge approval process as it applies to purchases you wish to make with your Card;
 - b. our administration of the Card Account;
 - c. any subsequent applications we may receive from you for a Supplementary Card (if you are the Main Cardmember) or for a new Business Card (if you are a Business Account Holder).
4. We may give any Cardmember information about their Card and their liability on the relevant Card Account.
5. We may use information arising out of the operation of your Card Account for market research, data processing and statistical analysis.
6. Information about you and your Card Account may be provided to the Diners Club International network worldwide on a strictly confidential basis.
7. You authorise us to record any telephone calls between you and us, and to retain such recordings.
8. Diners Club Group may communicate with you in future about other services offered by that Group to the addresses (including email addresses and telephone numbers) you have given us.
9. 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.

10. If you are an individual, you have a right of access to and correction of your personal information held by us.

22. Taxes and Duties

1. You must comply with all applicable tax laws governing the use of the Card, and you agree to indemnify us against consequences of your failure to comply with these laws.
2. 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, the Card Account 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.
3. You are responsible for payment to us of any duties or charges which may be levied by the government from time to time.

23. Our Liability, Our Right to Indemnity

1. 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.
2. 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.
3. 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.
4. We will not be responsible for any losses, costs or damages whatsoever caused by occurrences beyond our reasonable control.
5. The limitations on our liability in paragraphs 23(1) - (4):
 - a. are subject to any legislation which prevents us from limiting our liability to that extent. Where legislation applies, our liability is limited to the maximum extent permitted by law; and
 - b. in particular do not limit any rights you may have under the Consumer Guarantees Act 1993.
6. We are entitled to act on a facsimile, telephone call, email or other electronic instruction from you in relation to your Card or your Card Account, 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 by 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.

24. Changing these Terms and Conditions

1. We may change these Terms and Conditions, including fees and interest rates at any time.
2. We will give you seven (7) days notice of any changes by such method as we select including by:
 - a. notice sent to the Account Holder to the last known address;
 - b. public advertisement in newspapers;
 - c. posting the changes on our website.
3. If you do not accept any change, you may cancel the Card by cutting it in half and returning it to us. You will still be liable for all Charges incurred on the Card.

25. Notices

1. You agree that we can send you information and notices and statements about the Cards and your Card Account to the addresses you have given us or as specified in clauses 8.1 and 24.2 of these Terms. This includes sending notices to you by email or telephone (text or voicemail) where you have given us your email address or telephone number. Where you have given us an email address, we may send you a notice by email that allows you to access another notice or statement relating to your Card or Card Account from a website or by means of the internet.
2. 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.
3. We agree that you can send us notices or other communications by email to info@dinersclub.co.nz.

26. Evidence

1. A certificate signed by one of our officers stating the amount owed to us under these Terms and Conditions will be proof of such amount (in the absence of evidence of fraud or negligence).
2. 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.
3. 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 will be proof of that amount (in the absence of evidence of fraud or negligence).

27. 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 does not preclude any further exercise of that or any power or right.

28. Assignment

1. We may assign our agreement with you at any time without your prior approval.
2. You may not assign our agreement with you except upon our prior written consent.

29. Governing Law

The laws of New Zealand govern these Terms and Conditions.

30. 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 below.

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.

31. Contact Us

Should you ever have a question or want to comment on our services, we invite you to contact us through any of the following ways:

Telephone • 0800 346 377 (within New Zealand) or +64 9 359 7796 (from overseas)

Fax • 09 359 7800

Website • www.dinersclub.co.nz

Email • info@dinersclub.co.nz

Postal address • PO Box 1533, Shortland Street, Auckland 1140, New Zealand.

Physical address • Level 1, 109 Carlton Gore Road, Newmarket, Auckland, New Zealand.

ACCOUNT FEES & RATES TABLE

Account/Card Fees

Personal Cards	
• Main Personal Credit Card	\$34 every 6 months
• Supplementary Personal Credit Card	\$20 every 6 months
• Main G.A.S. Credit Card	\$34 every 6 months (FREE for the 1st year)
• Supplementary G.A.S. Credit Card	Nil
• Main New Zealand Golf Credit Card	Fee waived until November 2013
• Supplementary New Zealand Golf Credit Card	Fee waived until November 2013
• Main New Zealand Thoroughbred Breeders' Association Credit Card	\$10 every 6 months (FREE for the 1st year)
• Supplementary New Zealand Thoroughbred Breeders' Association Credit Card	\$10 every 6 months (FREE for the 1st year)

Service Fees

Admin fee for payment made at any NZ Westpac bank	\$1.50
Cash Advances fee	
• New Zealand ATMs	\$3
• NZ Westpac Bank Teller	\$5
• Overseas ATMs & Teller	\$7
Dishonour fee	\$10
Disputed Charge fee (only if the Charge is valid)	\$10 (Local charge) & \$15 (Overseas charge)
Overdue payment fee	\$15
Overseas card delivery fee	\$20 plus courier service fee
Overseas Currency Conversion fee	2% of the conversion rate
Replacement card fee	\$10
Statement copy reprint fee	\$5 per statement
Urgent card delivery fee within NZ	\$20 plus courier service fee

Interest Rates

Purchase and other Charges (except Cash Advances)	19.95% p.a.
Cash Advances	21.95% p.a.

The Fees and Rates Table is correct at the time of printing and is subject to change. Visit our website or call 0800 346 377 for the latest information.

Club Rewards® Terms and Conditions for Credit Card

1. Important Message

These Terms and Conditions (as well as the Diners Club Credit Card Terms and Conditions) apply to you if your Card is enrolled in the Club Rewards Programme.

2. Definitions of Terms Used

Account Holder - An individual or an Organisation who applies to us for the issue of a Card or Cards (to themselves and/or others) and in whose name a Card Account is established and an account number is allocated.

Club Rewards Bonus Partner - Any supplier who agrees to provide Club Rewards Bonus Points.

Club Rewards Bonus Points - The points that are earned in addition to the standard Club Rewards Points offered by us or a Club Rewards Bonus Partner from time to time.

Business Account - A Card Account held in the name of an Organisation for business purposes.

Card - A Diners Club Credit Card issued in relation to a Card Account.

Card Account - A Diners Club Credit Card Account, being a Business Account or a Personal Account.

Cardmember - In relation to a Card, the person who is named on the Card.

Club Rewards - The loyalty programme offered by Diners Club as described in these Terms and Conditions.

Club Rewards Double Points Programme - The loyalty programme offered by Diners Club where members enrolled in that Programme earn twice the Points they would normally earn on transactions as described in these Terms and Conditions. Double Points is available to selected Card Programmes only.

Club Rewards Partner - Any supplier who provides goods or services as redemption items for Club Rewards.

Club Rewards Points or Points - Loyalty points earned by a Club Rewards Member through the use of a Card in accordance with these Terms and Conditions, including any Club Rewards Bonus Points.

Club Rewards Member - A Cardmember whose Card (or Cards) is enrolled in Club Rewards.

Club Rewards Account - The account maintained in the Account Holder's name detailing the number of Club Rewards Points for each Card held by a Club Rewards Member.

Diners Club or us or we - Diners Club (NZ) Limited.

Eligible Transaction - A purchase of goods or services initiated with a Card, excluding Card Account fee, Club Rewards Membership fee, Cash Advances, service fees (including but not limited to cash advance fee, card replacement fee, disputed charge fee), interest charges, government charges or duties (other than any GST included in a Eligible Transaction), and amounts nominated by Diners Club from time to time.

Main Cardmember - An Account Holder who has been issued with a Personal Card.

Organisation - A company, corporation or other body corporate, firm, partnership, joint venture, association, government agency, sole trader or other entity.

Personal Account - A Card Account held in the name of an individual for personal expenses.

Supplementary Cardmember - The holder of a Card issued to them at the request of and on the Account of the Main Cardmember, and includes the Main Cardmember in respect of any additional Card issued to them.

You or your - A Club Rewards Member and/or the Account Holder in whose name a Club Rewards Account is maintained, as applicable.

3. Eligibility for Club Rewards Membership

1. To be eligible for Club Rewards Membership, an individual must be a Cardmember and:
 - a. in the case of a Business Account, the Cardmember must be authorised by the Organisation to join Club Rewards;
 - b. in the case of a Personal Account, the Main Cardmember is eligible for the Club Rewards Membership. A Supplementary Cardmember is eligible for Club Rewards Membership when the Main Cardmember is enrolled as a Club Rewards Member. The Main Cardmember must authorise the enrolment of a Supplementary Cardmember.
2. Any Travel Account used by an Organisation to charge airline transactions and travel related transactions is not eligible for the Club Rewards Programme.
3. We will charge a non-refundable, six (6)-monthly Club Rewards Membership fee to your Card Account for each Card enrolled in Club Rewards. The fee will be charged on the day the Card is enrolled and every six (6) months after that. The fee is current at the time these Terms and Conditions were issued and is set out in the Fees and Rates Table at the end of these terms. We may from time to time waive this fee in relations to a particular type of Card.
4. You have an option not to participate in, or to cancel your membership of Club Rewards any time by calling Diners Club on 0800 346 377.

4. Accumulation of Club Rewards Points

1. Club Rewards Points accrue on Eligible Transactions from the date you are enrolled as a Club Rewards Member.
2. You earn one (1) Club Rewards Point (or if you are enrolled in the Club Rewards Double Points Programme, two (2) Club Rewards Points) for each whole New Zealand dollar of each Eligible Transaction. Diners Club may, by prior notice to you, increase or decrease these rates from time to time for all or for selected Eligible Transactions. From time to time a Club Rewards Bonus Partner may provide Club Rewards Bonus Points in respect of types of Eligible Transactions.

3. The Club Rewards Points for an Eligible Transaction will be credited to your Club Rewards Account within two (2) business days after the Eligible Transaction is processed by us.
4. Club Rewards Points cannot be earned on Eligible Transactions which occur or are processed at a time when the Account Holder or any Cardmember on the related Card Account is in default or in arrears under any of the Card Account Terms and Conditions or these Terms and Conditions.
5. Adjustments will be made to Club Rewards Points accrued in a Club Rewards Account for a Card to reflect refunds or reimbursements or other circumstances that result in an Eligible Transaction reversal being processed to a Card Account (for example, goods returned).
6. The Account Holder of a Personal Account may direct that Club Rewards Points relating to one Card in the Club Rewards Account be transferred to any other Card on that Account. For a Club Rewards Account relating to a Business Account, if the Account Holder is entitled to the Points relating to a particular Card, the Account Holder can direct Diners Club to transfer those Points from the Card to any other Card on the Club Rewards Account. No other Cardmember can direct the transfer of Club Rewards Points.
7. Diners Club will use its best endeavours to supply your Club Rewards Points balance on the Card Account statement on which your Card transactions are recorded, as long as there are Eligible Transactions posted to that Card Account monthly. However it assumes no liability for failure to do so.
8. Where you believe Club Rewards Points in respect of an Eligible Transaction have not been correctly allocated to your Club Rewards Account, you must notify us within thirty (30) days after the closing date of the monthly Card Account statement. If you notify us after that time, any adjustments are at our discretion.
9. Club Rewards Points accrued by you are not your property and, except as expressly set out in these Terms and Conditions, cannot be transferred to any other person or programme, whether by operation of law or otherwise.

5. Duration and Loss of Club Rewards Points

1. Except in the circumstances mentioned in clauses 5.2 - 5.5, there is no expiry date for Club Rewards Points.
2. If the Card Account on which your Card transactions are recorded is cancelled by Diners Club, you become ineligible to participate in Club Rewards and all Club Rewards Points in the Club Rewards Account will be suspended or forfeited immediately.
3. If you or the Account Holder cancels your Card or your Club Rewards Membership, your Club Rewards Points earned will be forfeited within thirty (30) days after the date of such termination unless you re-enrol as a Club Rewards Member during that thirty (30) day period.
4. Diners Club reserves the right to suspend or to terminate your membership of the Club Rewards, if Diners Club reasonably believes that:

- a. you or the Account Holder have breached your Card Account or Club Rewards Terms and Conditions; or
- b. you or the Account Holder have engaged in fraudulent conduct, or conduct is suspected to be fraudulent, in relation to a Card Account or Club Rewards;

If we terminate your membership of Club Rewards, any Club Rewards Points accrued to you will be forfeited from the date of termination.

6. Redemption of Club Rewards Points

1. An Account Holder of a Personal Account may redeem Club Rewards Points in their Club Rewards Account.
2. An Account Holder of a Personal Account may authorise a Supplementary Cardmember enrol in Club Rewards to redeem Club Rewards Points allocated to that Cardmember's Card in the Club Rewards Account.
3. At the time of enrolling in Club Rewards, an Account Holder of a Business Account may choose either to redeem Club Rewards Points in the Club Rewards Account itself or to direct that all Cardmembers who it authorises to join Club Rewards can redeem the Club Rewards Points credited to their Card in the Club Rewards Account.
4. An Account Holder of a Business Account may authorise a Cardmember enrolled in Club Rewards to redeem Club Rewards Points allocated to that Cardmember's Card in the Club Rewards Account (unless pursuant to clause 6.3 the Club Rewards Member does not require authorisation).
5. Club Rewards Points can be redeemed at any time except when the Card Account is in arrears, suspension or default or the Cardmember entitled to redeem or the Account Holder is suspended from Club Rewards or in default under the Card Account Terms and Conditions.
6. Where you have accumulated the required number of Club Rewards Points and you are entitled to do so, you may claim a reward in accordance with these Terms and Conditions.
7. Redemption can be made through the online Club Rewards catalogue which can be accessed at www.dinersclub.co.nz or by calling our Customer Services Team on 0800 346 377.
8. Diners Club may at any time reissue, vary or add to the current Club Rewards catalogue or alter the number of Club Rewards Points required to claim a reward and may impose restrictions or conditions upon obtaining any reward without prior notice.
9. All rewards are subject to availability and restrictions may apply. Unless otherwise stated, installation and/or service of reward items are not included when a reward is redeemed. Rewards only include those features described in the Club Rewards catalogue.
10. Diners Club at its sole discretion may at any time, and without prior notice to the Club Rewards Member, withdraw, limit, modify, cancel or increase the availability of any reward.
11. Club Rewards Points cannot be redeemed for cash.

12. Club Rewards Points used to claim a reward will be deducted from the Club Rewards Account at the time Diners Club receives the redemption request. The adjustment will be reflected in the next Card Account statement. If the Club Rewards Member who requested redemption of the Points is entitled to redeem Points allocated to more than one Card in the Club Rewards Account, Diners Club can deduct the Points from whichever of those Cards (or more than one) it chooses at its discretion.
13. A request or claim for Club Rewards redemption cannot be altered or revoked once the redemption request has been processed.
14. Redeemed Rewards are not exchangeable, refundable or replaceable for other rewards.
15. When Club Rewards Points are redeemed for a reward voucher, the following conditions apply:
 - a. 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 is not liable in connection with the refusal by any supplier to accept a reward voucher.
 - d. 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.
16. The following additional Terms and Conditions apply if the reward you wish to obtain is Frequent Flyer Programme Points from airline Club Rewards Partners:
 - a. 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.
 - b. 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.
 - c. The redemption of Frequent Flyer Programme Points cannot be cancelled or reversed.
 - d. All Frequent Flyer Programme Points will be governed by the Terms and Conditions of the relevant Frequent Flyer Programme.
 - e. We charge a transfer fee in relation to the redemption of Club Rewards Points for Frequent Flyer Programme Points. The fee is current at the time these Terms and Conditions were issued and is set out in the Fees and Rates Table at the end of these Terms.
17. We may from time to time charge fees in relation to the

redemption of Club Rewards Points for particular types of reward or all rewards. Details of any applicable fees will be available on our website.

18. Processing and delivery of rewards may take up to twenty eight (28) business days.
19. Diners Club will deliver the rewards to your last known postal address, unless you request otherwise at the time of the redemption.
20. 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. If you do not notify us within that time period, we will have no liability to you (except any liability we may have under the Consumer Guarantees Act 1993).
21. Upon redeeming a reward, the Club Rewards Member releases Diners Club from any liability in respect of the redemption or use of such reward.
22. You must contact the supplier if you have any complaints or queries in relation to goods or services received as a reward under Club Rewards, including in relation to use or the quality, fitness for purposes or loss or damage arising from use of the reward. We bear no responsibility for resolving any disputes or queries, or for the dispute itself.
23. Redeeming Club Reward Points for Credit on the Card Account: You may request that Club Reward Points be redeemed by way of a credit to your Card Account by calling our Customer Services Team on 0800 346 377. We may decline a Points for credit request at our discretion. The number of Points required to be redeemed for each dollar of credit will be advised to you at the time you make a request. If your request is accepted, the redemption of Points for credit will be processed within ten (10) business days and cannot be reversed. Points for credit cannot be redeemed for cash by way of a credit balance refund.

7. Club Rewards Points Top-up

1. Selected rewards may be redeemed by the use of a Club Rewards top-up contribution in conjunction with the nominated number of Club Rewards Points as specified in the Club Rewards catalogue.
2. The top-up contribution can only be purchased in blocks of 1,000 Club Rewards Points. The cost per thousand Club Rewards Points varies from time to time. The rate current at the time these Terms and Conditions were first issued is set out in the Fees and Rates Table at the end of these Terms and Conditions.
3. The top-up contribution will be billed directly to the Card Account and will appear on the next Card Account statement. Any unused Club Rewards Points from the top-up contribution will be credited to the Club Rewards Account.
4. The payment in relation to the top-up contribution will not be an Eligible Transaction for the purposes of earning further Club Rewards Points.

5. The reward will not be available until the top-up contribution has been authorised by Diners Club.

8. Disclaimer / No Liability or Warranties

1. Diners Club does not accept liability relating to information provided by third parties, including Club Rewards Bonus Partners and other Club Rewards Partners. All descriptions of rewards in the Club Rewards catalogue are based on information provided by Club Rewards Partners and Diners Club expressly disclaims any responsibility and liability for any inaccuracy or mis-description contained in it.
2. Diners Club does not accept any liability whatsoever, including for negligent acts and omissions, with respect to:
 - a. the breach of any of these Terms and Conditions or any term implied by law (including statute) by any person other than Diners Club;
 - b. rewards supplied;
 - c. any death or injury or consequential loss or damage or loss of profit or economic loss arising from the supply of a reward;
 - d. the loss, theft or destruction of a reward or reward voucher;
 - e. any failure, delay or inability to provide any reward to a Club Rewards 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.
3. 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. All warranties implied by law are excluded.
4. The exclusions and limitations on our liability in clause 8.1, 8.2 and 9.1, and the exclusion of warranties in clause 8.3 and 9.2 (and in both cases elsewhere in these Terms):
 - a. are subject to the provisions of any legislation which prevents us from excluding or limiting our liability. In that case, our liability is excluded or limited to the maximum extent permitted by law; and
 - b. in particular do not limit any rights you may have under the Consumer Guarantees Act 1993.

9. Taxation

1. Diners Club accepts no liability in respect of any income taxation liability arising from the accrual or use of Club Rewards Points.
2. Diners Club gives no warranty as to, and accepts no responsibility for, the ultimate taxation treatment of Club Rewards Points.
3. Club Rewards Points reflect the impact of GST (where applicable) on the purchase price of the rewards paid by Diners

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

4. 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 under a Frequent Flyer Programme (for example, taxes (including GST), levies and charges associated with airline tickets) or other benefit derived by an Account Holder Cardmember or a nominee as a result of the Club Rewards Member's participation in Club Rewards is that person's sole responsibility.

10. Privacy Act

1. In accordance with the Privacy Act, you can access Personal Information about you held by Diners Club and advise if you think it is inaccurate, incomplete or out of date.
2. To arrange access to Personal Information about you, or enquire generally about privacy matters, write to: The General Manager, Diners Club (NZ) Limited PO Box 1533, Auckland, New Zealand.
3. In this section "Personal Information" means information about you, including your financial circumstances and the use and administration of the Club Rewards. You agree that, subject to the Privacy Act, Diners Club may provide Personal Information to our related companies and other organisations which issue or manage the Club Rewards and our Club Rewards Partners for the purposes of marketing, planning product development and the administration of Club Rewards, subject to appropriate conditions of confidentiality.

11. General

1. Diners Club may at any time in its sole discretion, suspend or terminate the Club Rewards Programme by giving you seven (7) days prior notice.
2. No entitlement will accrue in respect to any Eligible Transaction made after termination of the Club Rewards Programme or during any period of suspension of the Programme.
3. 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. Diners Club will notify you of any variation by such method as we select including by:
 - a. notice sent to the Account Holder to their last known address;
 - b. public advertisement in newspapers; or
 - c. posting the changes on our website.

Any such variation will come into effect on the date set out in the notice of variation.

4. Diners Club shall be entitled to appoint an agent or contractor to operate all or part of Club Rewards on its behalf.

5. Diners Club's failure to enforce a Term or Condition does not constitute waiver of the Terms or Condition by Diners Club.
6. You agree that we can send you information and notices and statements about Club Rewards and your participation in Club Rewards to the addresses you have given us or as specified in clause 21.8 of these Terms. This includes sending notices to you by email or telephone (text or voicemail) where you have given us your email address or telephone number. Where you have given us an email address, we may send you a notice by email that allows you to access another notice or statement relating to your Club Rewards from a website or by means of the internet.
7. Diners Club may assign our rights under the agreement constituted by these Terms and Conditions at any time without your consent or the consent of the Account Holder.
8. All questions or disputes about eligibility for Club Rewards, the accrual of Club Rewards Points or the redemption of Points for rewards will be resolved by us at our sole discretion.
10. These Terms and Conditions are governed by the laws of New Zealand.

CLUB REWARDS FEES & RATES TABLE

Standard Club Rewards Programme membership fee (Included complimentary on New Zealand Golf and NZTBA Card Programmes)	\$15 per Card every 6 months
Club Rewards Double Points Programme membership fee (only available on the New Zealand Golf and NZTBA Card Programmes)	\$30 per Card, every 6 months
Club Rewards Airline Frequent Flyer / Hotel Reward Programme Points transfer administration fee	\$10 per transfer
Top-up Club Rewards Points	\$10 for 1,000 Club Rewards Points

The Fees and Rates Table is correct at the time of printing and is subject to change. Visit our website or call 0800 346 377 for the latest information.

0800 346 377
WWW.DINERSCLUB.CO.NZ

DINERS CLUB INTERNATIONAL®

DINERS CLUB (NZ) LIMITED • LEVEL 1, 109 CARLTON GORE ROAD,
NEWMARKET, AUCKLAND, NEW ZEALAND

Dec 2010