

For any queries about Onecard Visa
or to report lost or stolen cards, please
call us on 0800 40 40 40 or visit
www.onecardvisa.co.nz

Latitude Financial Services Limited,
PO Box 4058, Shortland Street, Auckland 1140

GEF0013J1/17

onecardvisa.co.nz

CONDITIONS OF USE

onecard VISA

INTRODUCTION

Your card is issued subject to two separate agreements. These are:

1. the Onecard Visa Conditions of Use between you and us, which govern your credit contract as set out in Section One of this document; and
2. the Onecard Visa rewards terms and conditions, which govern how you earn Onecard Visa points and discounts by using your card as set out in Section Two of this document.

As you must be a member of the Onecard programme in order to be eligible for a Onecard Visa credit card, the earning of Onecard Visa points will also be subject to the Onecard programme terms and conditions as disclosed to you Countdown (owned and operated by Woolworths) and which are available at www.countdown.co.nz/onecard/terms-and-conditions.aspx. All references to earning Onecard Visa points in Section Two of this document will, therefore, also be subject to the Onecard programme terms and conditions.

By virtue of being a member of the Onecard programme, you will also be eligible to earn AA Smartfuel discounts. The earning and redemption of AA Smartfuel discounts will be subject to the Onecard programme terms and conditions and the terms and conditions of the AA Smartfuel programme, which are available at www.aa.co.nz/site-info/terms-and-conditions/aa-smartfuel/. Neither Woolworths nor AA Smartfuel has any responsibility to you in respect of the Onecard Visa Conditions of Use.

Latitude Financial Services Limited has no responsibility to you in respect of the Onecard programme terms and conditions or the terms and conditions of the AA Smartfuel programme.

Woolworths and Latitude Financial Services Limited have responsibilities to you in respect of the Onecard Visa rewards terms and conditions set out in Section Two of this document.

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SECTION TWO 25

Onecard Visa Rewards Terms and Conditions

SECTION THREE 30

Disclosure Statement - Financial Advisors Act 2008

SECTION ONE:

ONECARD VISA

CREDIT CONTRACT - CONDITIONS OF USE

Your credit contract comprises these Conditions of Use and the initial disclosure statement.

As soon as you activate your Onecard Visa card or use your account you are deemed to have agreed to the terms of your credit contract.

For any enquiries about your Onecard Visa account contact us on 0800 40 40 40. Alternatively, you may write to us at the following address:

Onecard Visa Customer Services

PO Box 4058

Shortland Street

Auckland 1140.

So we can get in touch with you on any matter relating to your card or account, please let us know immediately either by telephone, in writing, or through our Onecard Visa Online Service Centre when you change your address, telephone or email details.

1. MEANING OF TERMS

In your credit contract:

account means your Onecard Visa credit card account;

additional cardholder means a person issued with a card in accordance with clause 3;

ATM means an automatic teller machine;

balance transfer means a transaction where you ask us to debit your account with a specified amount and to pay that amount to another card issuer, financial institution or us, pursuant to a balance transfer offer;

balance transfer offer means an offer made by us in relation to a balance transfer;

card means the Onecard Visa credit card issued to you and to any additional cardholders on your account and includes any replacement cards and any card issued to you as a result of our exercising our right to change the card scheme provider under clause 22.3. All cards are issued subject to your credit contract and the Onecard Visa and Onecard programme terms and conditions;

card number means the unique 16 digit number assigned to and recorded on the front of your card;

card scheme provider means either Visa or MasterCard International Incorporated;

cardholder means the person to whom a card has been issued, including you and unless the context otherwise requires, any additional cardholder;

cash advance means any withdrawal of cash from your account but does not include a cash equivalent transaction;

cash equivalent transaction means a transaction involving the issue of substitutes for cash, including, the purchase of travellers cheques or money orders, the purchase of casino gambling chips or tokens, funds transfers debited to your account (except balance transfers) or the purchase of, or loading of value onto, a prepaid or stored-value card;

CCCFA means the Credit Contracts and Consumer Finance Act 2003 and all regulations under that Act;

closing balance means the amount shown on your monthly statement as the closing balance for the period to which the statement relates;

contactless reader means an EFTPOS terminal equipped with a secure reader through which Visa payWave purchases may be made;

Countdown stores means Countdown supermarkets owned and operated by Woolworths and any other participating stores as advised to you by Woolworths or us from time to time;

credit contract means these Conditions of Use and the initial disclosure statement;

daily balance means the balance of your account at the end of a day;

EFT means 'Electronic Funds Transfer', being the process by which funds are withdrawn electronically from your account. You authorise an EFT by using your card and PIN or signature at an EFT terminal, or at a contactless reader, through the use of your card;

EFT terminal means any terminal or device approved by us in which you may use your card and, except in the case of a Visa payWave purchase, your PIN or signature. This may include ATMs, EFTPOS terminals and contactless readers;

EFTPOS means an 'Electronic Funds Transfer at Point of Sale' whereby funds are debited to your account at a merchant's point of sale to pay for goods and services;

EFTPOS terminal means an EFT terminal, other than an ATM, located at a merchant's point of sale;

initial disclosure statement means the statement entitled 'Initial Disclosure Statement' sent to you when you opened your account as required under the CCCFA;

international transaction means any transaction on your account denominated in a currency other than New Zealand dollars, or any transaction where Visa designates the supplier of the relevant goods or services to be located in a country other than New Zealand, regardless of whether the transaction is denominated in New Zealand dollars;

Onecard account has the meaning set out in Section Two;

Onecard programme has the meaning set out in Section Two;

Onecard programme terms and conditions has the meaning set out in Section Two;

Onecard Visa points has the meaning set out in Section Two;

Onecard Visa rewards terms and conditions means the terms and conditions set out in Section Two;

PIN means 'Personal Identification Number' which is a 4 digit number selected by you and any additional cardholder, for use with cards in any EFT terminal;

Privacy Act means the Privacy Act 1993;

Woolworths or **Countdown** means Woolworths New Zealand Limited, its subsidiaries, successors and assigns;

purchase means a purchase of goods or services using a card and includes a cash equivalent transaction and any Shopper's Protection premium, but excludes any cash advance or balance transfer;

Shopper's Protection means the optional consumer credit insurance which may be purchased by you from us;

statement means a monthly statement of account sent to you in accordance with your credit contract;

statement period means the period of a monthly statement of account as determined by us;

statemented in relation to a transaction on your account means any transaction that is shown on a statement;

unauthorised transaction means any transaction on your account not of your doing and without your knowledge or consent;

un-statemented in relation to a transaction on your account means any transaction on your account that has not yet appeared on a statement;

Visa means Visa International Services Association

Visa payWave is a means of authorising and carrying out purchases below a value set by Visa by presenting your card in front of a contactless reader at a merchant's point of sale and without the need to enter your PIN or record your signature;

working day has the meaning given to it in the CCCFA;

we, us or our means Latitude Financial Services Limited;

you and **your** means the accountholder;

your personal information means any information about you that you provide to us and any information about you that we may hold now or in the future, which is "personal information" as defined in the Privacy Act.

2. INFORMATION ABOUT YOUR CARD AND YOUR ACCOUNT

2.1 Receiving and signing your card

When you receive your card you must sign it immediately. You cannot use your card unless it has been activated in accordance with the instructions provided with the card. You must protect your card from damage and misuse including tampering with or destroying the embedded microchip.

2.2. Membership

As of 21 July 2015, any new Onecard Visa applications will be assigned a new Onecard number. This new Onecard number replaces any existing Onecards held by the applicant, and any existing Onecards will be automatically closed following the first transaction on the new Onecard Visa.

2.3. Card ownership

Your card and your card number are our property. You must return or destroy your card if we tell you to do so.

2.4 Use of your card and/or account

Subject to your credit contract and within the transaction limits set out in clause 10.4, you may use your card and account to obtain credit from us to pay for all or part of the price of purchases which are for lawful, personal, domestic or household use or consumption, for balance transfers and for cash advances.

We may refuse to let you use your account or card if:

- you attempt to use it for a purpose other than as described above;
- that use would result in you exceeding your credit limit;
- you are in default under your credit contract or any other contract you have with us;
- your card has been reported lost or stolen; or
- your card has expired.

2.5 Balance transfers

2.5.1 We may accept or decline any request from you for a balance transfer or impose any condition on a balance transfer at our discretion.

2.5.2 Without limiting clause 2.5.1, we may decline a balance transfer if:

- you are not liable for the other account from which the balance transfer is to be made;
- the other account is a type of account from which we do not accept balance transfers;
- you do not comply with any conditions of any balance transfer offer;
- you do not properly authorise the balance transfer;
- you do not provide all information reasonably requested by us to effect the balance transfer;
- the balance transfer would result in the balance of your account exceeding your credit limit; or
- you are in default under your credit contract or any other contract you have with us.

2.5.3 You must continue to make any required payments to any account from which you transfer a balance until you receive a statement confirming that account has been paid in full and/or closed. We are not liable for any overdue payments or interest incurred on that account.

2.6 Cash advances

2.6.1 The minimum and maximum amount of a cash advance may vary between financial institutions.

2.6.2 We may at any time limit, suspend or withdraw the cash advance facility on your account.

2.6.3 You and any additional cardholders may be required at any time to provide identification and other information in order to obtain a cash advance.

2.6.4 Subject to your credit limit, cardholders may obtain cash advances of up to \$3,000 per day in aggregate in over the counter advances with financial institutions, plus up to \$1,000 per day in aggregate in cash advances from ATMs. Some financial institutions may impose additional restrictions.

2.6.5 We may decline requests for cash equivalent transactions or, at any time, impose any condition on cash equivalent transactions at our discretion.

3. ADDITIONAL CARDHOLDERS

- 3.1 At your request we may issue an additional card to anyone over 16 years of age. The additional card must be activated in accordance with our instructions provided with the card and signed by the additional cardholder. It may be used by that person on your account in all respects as if it were your card. You will be liable for all transactions carried out by that person as if you had used the additional card yourself.
- 3.2 You must advise us by calling us on 0800 40 40 40, or writing to us at the address shown on your statement if you wish to cancel the authority of an additional cardholder to operate on your account or to cancel their card. Where you advise us to cancel the card of an additional cardholder, you must destroy the additional card by cutting it in half. You will remain liable for all transactions carried out by the additional cardholder.
- 3.3 You agree that we may give any additional cardholder information about your account.

4. CREDIT LIMIT

- 4.1 The credit limit on your account is the maximum amount of credit that you can access. Your initial credit limit will be shown on the initial disclosure statement and your current credit limit will be shown in your monthly statements.
- 4.2 You must keep the balance of your account within your credit limit at all times. If you exceed your credit limit you must pay the excess amount to us immediately and we may decline any further transactions on your account until you do so.
- 4.3 You can apply to increase your credit limit or request us to reduce your credit limit at any time.
- 4.4 We may decrease your credit limit at any time without your consent. We will give you notice as soon as practicable after we do so.

5. AMOUNTS DEBITED TO YOUR ACCOUNT

- 5.1 Use of your card and/or your account is an irreversible instruction from you to us, and any transaction

carried out by you or any additional cardholder cannot be stopped.

5.2 Your account will be debited with, and you agree to pay us:

- the amount of each purchase authorised by you including authorisation by use of your card, in writing, by telephone (including SMS), mail, Internet or email;
- the amount of each cash advance;
- the amount of each balance transfer;
- interest calculated in accordance with your credit contract;
- fees and charges payable in accordance with your credit contract; and
- any other amounts owing under your credit contract.

5.3 There are risks involved with transactions initiated by mail order, telephone order (including SMS), Internet or email. You should take into account the standing of the merchant with which you are doing business (and the level of security where transacting with them online) before carrying out such transactions.

5.4 If your account has been closed, or it is open but there are insufficient funds or available credit, and an EFT terminal processes a transaction on your account, you will be liable for that transaction amount.

6. STATEMENTS

6.1 We will send you statements. These statements constitute continuing disclosure statements for the purposes of the CCCFA and show all amounts debited or credited to your account and Onecard Visa points earned during the statement period.

6.2 We will not send you a statement:

- if there have been no transactions on your account since your last statement (if any) and the account balance is nil; or
- if you are in breach of your credit contract and we have commenced enforcement proceedings against you or have written off any amount owing on your account.

6.3 Where you have consented to disclosure being made in electronic form, an email with a link to an Internet page containing your statement will be sent to the email address provided by you. Where you have not consented to disclosure being made in electronic form,

or have withdrawn your consent, statements will be posted to your last known mailing address.

7. PIN

- 7.1 When your card is issued, you will need to call us to select a PIN for use with your card. When you select a PIN you must not select an unsuitable number such as dates of birth, sequential or easily guessed numbers (e.g. 1234 or 7777), or parts of your card number.
- 7.2 Because anyone who has access to your card and knowledge of your PIN may conduct a transaction on your account, you must take special care to protect both your card and PIN.
- 7.3 To protect your PIN you must:
- try to memorise it;
 - not write it on your card, even if it is disguised;
 - not keep a record of your PIN with or near your card;
 - not disclose your PIN to anyone including your family, friends, our staff, or any other financial institution staff; and
 - ensure that no one can read your PIN when you enter it at an EFT terminal.
- 7.4 To reduce the risk of unauthorised transactions occurring on your account, do not keep your card and PIN together in a purse, wallet, bag or briefcase even if in different compartments. Do not leave your card and PIN in an unattended area at work, at home, in your vehicle or any place from where they could be stolen. If your card is stolen or lost together with your PIN then someone else could use it to carry out unauthorised transactions, which may result in a loss to you. You must exercise every possible care to ensure the safety of your card and to prevent disclosure of your PIN.
- 7.5 If you forget your PIN or know or suspect that it has been disclosed to another person, please call us immediately on 0800 40 40 40 or on +64 9 3771047 to select a new PIN.

8. LOST OR STOLEN CARDS AND PINS

You must tell us immediately if your card or PIN is lost or stolen or you suspect unauthorised transactions have been made on your account. This can be done by calling us at any time on 0800 40 40 40 or on +64 9 3771047. You will be required to provide us all the information you have about the loss, theft or misuse of your card and/or your PIN. If your card or PIN is lost

or stolen overseas you may notify us by calling +64 9 3771047. We will provide you with a PIN change reference number. Please ensure you retain a record of your notification. We may require you to confirm your report in writing.

9. YOUR LIABILITY FOR UNAUTHORISED TRANSACTIONS

9.1 Once you have notified us that your card or PIN has been lost, stolen or you suspect unauthorised transactions have been made on your account, then provided you and/or any additional cardholder have not acted fraudulently or negligently, you will not be held responsible for any unauthorised transactions that take place after that time.

You will be liable to pay a maximum of \$50 of any loss that occurs before you notify us.

However the \$50 limit will not apply if you and/or any additional cardholder have;

- acted fraudulently or negligently;
- disclosed your PIN to another person or allowed them to use your card;
- selected an unsuitable PIN;
- failed to safeguard your card;
- unreasonably delayed telling us that your card has been lost, stolen or misused and/or your PIN has become known to someone else; or
- failed to comply with your credit contract.

9.2 In the above instances, your liability will be limited to the lesser of the daily withdrawal limits applicable to your card set out in clause 10.4 or the actual loss at the time of notification.

10. ELECTRONIC TRANSACTION ACCESS

10.1 We will be responsible for maintaining electronic transaction access to your account at all times unless:

- an EFT terminal malfunctions or is unavailable for use; or
- your account is over the credit limit; or
- you are in breach of any other provision of your credit contract.

10.2 We will be responsible for any direct loss or damage caused by the failure of either your card or any EFT terminal (excluding any card or EFT terminal which is

obviously faulty, or in the case of an EFT terminal where it has been advised by notice or display as being faulty) to function properly. We will also be liable for any direct or indirect loss or damage resulting from fraudulent or negligent acts or omissions of our employees or agents.

- 10.3 In addition to the terms of your credit contract, the use of your card at any EFT terminal is subject to the conditions and fees imposed from time to time by other financial institutions that are parties to any EFT system. Access to any EFT terminal is at the relevant merchant's or financial institution's sole discretion.
- 10.4 The following maximum daily withdrawal limits (in New Zealand dollars or equivalent of New Zealand dollars where transactions are performed outside New Zealand) apply to your card:
- \$1000 in aggregate for ATM cash advances;
 - \$3000 in aggregate for over the counter cash advances;
 - your available credit limit for EFT terminal purchases (other than Visa payWave purchases); and
 - \$80 for a single Visa payWave purchase.

11. TRANSACTION DISPUTES

- 11.1 It is your responsibility to promptly check and verify:
- the statements sent or made available to you by us; and
 - all transaction records provided to you by merchants, financial institutions and EFT terminals as records of transactions on your account; and to retain those statements and transaction records.
- 11.2 You must notify us without delay and in any event within 30 days of the closing date of the statement period by calling us on 0800 40 40 40, emailing us or writing to us at the address shown on your statement if you believe there is an error on your account, on your statement, or if you believe unauthorised transactions have been made on your account. If you contact us by telephone, we may ask you to verify your concern in writing.
- 11.3 You must give us all information reasonably necessary to enable us to resolve your concern. If we are unable to resolve your concern immediately we will complete our investigation within 45 days and advise you of the outcome, or advise you if we need more time to complete our investigation.

- 11.4 Failure by you to report your concern or what you believe to be an unauthorised transaction on your account within 30 days of the closing date of the statement period may mean we cannot reverse the transaction and you will be liable for it.
- 11.5 Subject to clause 11.4, if we decide that an error did occur on your account then we will correct this error including adjusting interest, fees and/or charges and advise you in writing. If we decide that your account was not incorrectly debited or credited or, in the case of an unauthorised transaction, you were responsible for all or part of the loss, then we will notify you setting out the reasons.
- 11.6 If you have followed the procedure set out in this clause 11 and are still not satisfied with the outcome of our investigation, you may refer the matter to the Insurance and Savings Ombudsman Scheme (ISO Scheme). Please refer to clause 23.1 for ISO Scheme's contact details.

12. INTEREST

- 12.1 The current annual interest rate(s) for your account will be shown on each of your statements and is/are subject to change.
- 12.2 Each annual interest rate is divided by 365 days (or 366 days in a leap year) to calculate the daily interest rate.
- 12.3 Interest on cash advances and balance transfers is charged at the current prevailing interest rates applying at the time, from the date of the cash advance and/or balance transfer until the date the transaction amount is paid in full.
- 12.4.1 You will not be charged interest on your purchases if you always pay the full balance of all purchases specified in a statement by the payment due date.
- 12.4.2 If you do not pay the full balance of all purchases specified on a statement by the payment due date, you will be charged interest on:
- (a) all purchases specified in that statement; and
 - (b) any purchases made from the start of the next statement period.

Interest will be charged from the date of the purchase until the end of next statement period.

- 12.5 Interest charges are calculated and charged on a daily basis by applying the applicable daily interest rate to the relevant portion of the daily balance of your account, at the end of each day.
- 12.6 Interest charges will be debited to your account monthly on the date of each statement. Any interest charges debited to your account will form part of the balance on which interest charges are calculated.
- 12.7 We do not pay interest on any credit balance on your account.

13. FEES AND CHARGES

- 13.1 The fees and charges that you may pay under your credit contract are set out in the initial disclosure statement.
- 13.2 You agree to pay all fees and charges set out in the initial disclosure statement and any other fees and charges determined by us. You authorise us to debit the fees and charges payable under your credit contract to your account. Any fees and charges debited to your account will form part of the balance on which interest charges may be calculated.
- 13.3 We may change the amount of any fee or charge, the method of calculation and the frequency or date for payment. Subject to Clause 20, we may also impose a new fee or charge under your credit contract at any time.
- 13.4 Fees and charges that you may be required to pay include, but are not limited to:
- establishment fee;
 - annual account fee;
 - ATM withdrawal fee;
 - cash withdrawal fee for processing an over the counter cash withdrawal request;
 - paper statement fee;
 - international transaction fee;
 - late payment fee;
 - additional cardholder issuing fee; and
 - payment handling fee.

14. PAYMENTS

14.1 Methods of payment

You may make payments by the methods set out in your statement. All payments are to be made in New Zealand dollars and must be accompanied by details identifying your account.

14.2 Minimum monthly payment

14.2.1 If you do not wish to pay the full closing balance shown in your monthly statement, you must pay at least the minimum monthly payment by the date specified in the statement.

14.2.2 The minimum monthly payment is, either:

- 3% of the closing balance or \$20, whichever is the greater, and (if applicable) any amounts shown as overdue and/or required to reduce the closing balance to the credit limit; or
- any closing balance under \$20; or
- any other amounts as agreed from time to time between you and us.

14.2.3 You must make the minimum monthly payment by the due date shown on your statement. The due date is 25 days after the date of the statement except for any amount shown as overdue and/or in excess of your credit limit, which must be paid immediately.

14.2.4 You may pay more than the minimum monthly payment if you wish.

14.2.5 You must pay the minimum monthly payment each month even if you do not receive your monthly statement. Details of your account are available from us.

14.3 Application of payments

14.3.1 Payments received by us will be applied to your account in the following order:

- (a) any charges, fees and enforcement expenses;
- (b) interest and (if applicable) Shopper's Protection premium due in the current or a previous statement period;
- (c) any amount due from a previous statement period;
- (d) any amount due in the current statement period; and
- (e) any amounts not yet due for payment.

14.3.2 Payments under clauses 14.3.1 (c) (d) and (e) will be applied in full to:

- (a) Stated balance transfers, cash advances and purchases; and
- (b) Un-stated balance transfers, cash advances and purchases.

14.4 Payments in general

We will not treat a payment as being made until it is actually credited to your account. Depending on the method of payment used it can take up to two working days for a payment to be credited to your account. After this time there is a clearing period of up to five working days for all cheque payments. During this period you may not be able to access any credit established by such payments to your account.

We may choose to waive immediate payment of any amount due under your credit contract. If we do so, such action shall not act as a waiver or prejudice our powers in respect of any remaining or future payment.

15. CARD ACCEPTANCE

- 15.1 Onecard Visa cards are accepted at financial institutions and merchants that display the Visa symbol. However we are not responsible if a financial institution or merchant refuses to accept your card, will not allow you to purchase a product using your card, does not follow proper authorisation procedures, or refuses to accept a return of goods purchased with your card. You must resolve those problems directly with the financial institution or merchant.
- 15.2 We are not responsible and give no warranty for any goods or services obtained from a merchant using your card, except as required by law. You must resolve any complaints directly with the merchant.
- 15.3 If you use your card outside of New Zealand you may be subject to exchange controls or other government requirements. Visa processes and converts all cash advances, purchases and/or charges made or incurred in foreign currencies into New Zealand dollars at a rate of exchange fixed by Visa. Visa may convert transactions made in any foreign currency first into United States dollars before converting them into New Zealand dollars.

16. DAMAGED OR FAULTY CARDS

We will issue you with a new card if you notify us that your card is faulty or damaged. Please call us on 0800 40 40 40, email us or

write to us at the address shown on your statement and send the damaged or faulty card to us together with a description of how the damage or fault occurred so we can issue a replacement card.

17. TO END YOUR CREDIT CONTRACT

- 17.1 You may cancel your credit contract at any time by calling us on 0800 40 40 40, or writing to us at the address shown on your statement and paying us all amounts you owe, including any amounts accrued, authorised or charged but not yet debited to your account.
- 17.2 If you cancel your credit contract under clause 17.1 or if we cancel your credit contract under clause 18.1 you must destroy your card and any additional card by cutting them in half.
- 17.3 If any amounts are charged to your account after you have told us that you want to cancel your credit contract, we can refuse to pay these amounts, or we may pay them and recover the amounts from you. In either case, we can tell any merchant that your credit contract has been cancelled.
- 17.4 If you wish to close your account you must ensure that all periodic debits on your account are cancelled.

18. CANCELLATION OF YOUR CARD AND OUR REFUSAL TO PROVIDE FURTHER CREDIT

- 18.1 We may at any time and without reason, cancel your card and refuse to provide any further credit to you under your credit contract, whether or not you are in default of your credit contract. We will notify you in writing or email to your last known address as soon as practicable if we choose this course of action.
- 18.2 If we cancel your card, you must not attempt to obtain credit on your account and you must destroy your card and any additional card by cutting them in half.
- 18.3 If we cancel your card, your credit contract continues to operate. We will still charge you interest, fees and charges and you must still make payments to us.
- 18.4 All amounts you owe under your credit contract including any amounts accrued, authorised or charged but not yet debited to your account become immediately due and payable in the event of your death or if you become bankrupt or insolvent.

19. DEFAULT AND ENFORCEMENT

19.1 If you are in default under your credit contract we may demand immediate payment in full of all amounts you owe under your credit contract including any amounts accrued, authorised or charged but not yet debited to your account. We will also require you to destroy your card and any additional card by cutting them in half.

19.2 You are in default under your credit contract if:

- you do not pay any amount payable under your credit contract in full by its due date;
- any payment of any amount payable under your credit contract is dishonoured;
- you breach any term of your credit contract or the terms of any other agreement you have with us; or
- any information that you have given us in connection with your account is false or misleading.

19.3 If you are in default, you may be liable to pay all reasonable enforcement expenses and collection costs (including court costs and costs on a solicitor/client basis and all administration costs) that we incur as a result of the default. We may debit these amounts to your account.

19.4 We may at any time without notice to you, set-off against any money owing by us or any of our related entities to you, any debt or liability you may have to us on any account whatsoever.

20. VARIATIONS TO YOUR CREDIT CONTRACT

We may vary your credit contract (including but not limited to the annual interest rate) at any time as follows:

20.1 Subject to clause 20.2, if we agree with you to change any of the terms of your credit contract we will notify you of the change before it takes effect.

20.2 If we agree with you to change any of your credit contract and the change is one that:

- reduces your obligations to us (other than as a result of a hardship application under section 55 of the CCCFA);
- extends the time for any payment to be made by you (other than as a result of a hardship application under section 55 of the CCCFA);

- releases part or all of any security interest relating to the credit contract; or
 - increases your credit limit under the credit contract,
- we may notify you the full particulars of the change within 5 working days of the day the change takes effect, or at the time of your next statement.

20.3 Subject to clause 20.5, where we change:

- an interest rate or how interest is calculated or applied;
- the amount, frequency, time for payment, method of calculation of any fee, payment or charge payable; or
- the amount of your credit limit under the credit contract,

we will notify you the full particulars of any such change within 5 working days of the day on which the change takes effect.

20.4 In the case of a change to the amount of an interest rate, charge or fee, we may notify this to you by press advertisement and on our website.

20.5 If we make any of the changes to your credit contract as set out in clause 20.3 and the change:

- reduces the obligations that you would otherwise have to us; or
- extends the time for any payment to be made by you under the credit contract,

we may either communicate the changes to you within 5 working days of the day on which the change takes effect, or at the time of your next statement, at our discretion.

21. PERSONAL INFORMATION

21.1 You agree that the Acknowledgement and Authorisation accepted by you when you applied for a Onecard Visa card applies to any information you provide to us in connection with your account, including the information you provided at the time of application.

21.2 You authorise us to disclose your personal information to any of our related entities to disclose your personal information amongst themselves for any of the purposes permitted under the Privacy Act and/or your credit contract including without limitation, for account

management and marketing purposes. You further agree that we may communicate with you by mail, telephone (including SMS text) or email for these purposes.

- 21.3 You authorise us to share, disclose and exchange your personal information with or to Countdown for the purposes of administering the Onecard programme including (without limitation) the crediting and debiting of Onecard Visa points to and from your Onecard account, sending you information about the Onecard programme, enabling Countdown to provide you with information about its products and services, any purpose specified in the Onecard programme terms and conditions or the Onecard Visa rewards terms and conditions set out in Section Two, and to enable Countdown to monitor and maintain its relationship with us.
- 21.4 Your personal information is held by us and, where information is shared, disclosed or exchanged in accordance with clause 21.3, Countdown, subject to the Privacy Act. The Privacy Act gives you the right to see and request correction of your information.
- 21.5 You agree that we may utilise any credit reporters' monitoring services to receive updates if the information held about you changes. You acknowledge that we will give your personal information (including without limitation, repayment history information, details relating to your account, and payment default information) to credit reporters for these purposes and that those credit reporters may hold the information on their systems and disclose it to authorised users of the credit reporters' services. You also agree that we may disclose to any credit provider named in a credit report relating to you, information about your creditworthiness and credit history.
- 21.6 You authorise us when we open and review your account, and offer you products and services or credit limit increases, to make all credit rating and other enquiries that we deem in our discretion to be appropriate.
- 21.7 If you are in default under your credit contract or any other agreement you have with us you agree that your personal information may be provided to, and for the use of, credit rating and debt collection agencies.

22. GENERAL CONDITIONS

- 22.1 Your credit contract is governed by New Zealand law.
- 22.2 You acknowledge that we may receive a commission for the introduction of any Shopper's Protection insurance

taken out by you through us. We may also pay a commission to Woolworths for each new account.

- 22.3 You cannot assign your account or your credit contract. We may assign, or transfer to any person or otherwise deal in any manner with, any of our rights, obligations or interests under your credit contract and may also change the card scheme provider pursuant to which your card is issued. You authorise us to disclose to any assignee or transferee, all information we hold about you or your account including your personal information for all and any of the purposes set out in clause 21.
- 22.4 You must notify us promptly of any change in your name, postal address, email address (if any) or telephone number.
- 22.5 We may act on your written, email or verbal instructions or that of any additional cardholder.
- 22.6 Where you use the credit provided under your credit contract primarily for business or investment purposes (or both) your credit contract will not be a consumer credit contract for the purposes of the CCCFA. Accordingly, you acknowledge that you do not have any of the rights of a debtor under a consumer credit contract under that Act. Nothing in your credit contract that refers to or incorporates provisions of the CCCFA is intended to imply that any debtor has rights that it would not otherwise have under the Act.

23. COMPLAINTS

- 23.1 If you have a complaint relating to your account, please contact us first. We have a free internal dispute resolution procedure, which you can access by telephoning 0800 735 192 or writing to Latitude Financial Services Limited at PO Box 4058, Auckland, attention Customer Resolution Team. If you have followed this process and your complaint remains unresolved, you may refer the matter to the Insurance and Savings Ombudsman Scheme on (04) 499 7612, free call 0800 888 202 or in writing to PO Box 10845, Wellington, New Zealand.
- 23.2 If you have a complaint or query about the Onecard programme, including the allocation of Onecard Visa points to your Onecard account you must contact us during business hours using the details in clause 24 below.

24. HOW TO CONTACT US

Any enquiries within New Zealand:

Call the Customer Service Team on 0800 40 40 40

Any enquiries outside New Zealand:

Call +64 9 377 1047

Alternatively, customers may contact us via our website
www.onecardvisa.co.nz

To write to us, please address your correspondence to:

OneCard Visa
PO Box 4058
Shortland Street
Auckland 1140

SECTION TWO:

ONECARD VISA REWARDS TERMS AND CONDITIONS

As soon as you activate your card or use your account, you are deemed to have agreed to these OneCard Visa rewards terms and conditions.

1. DEFINITIONS

The following definitions shall apply to Section Two in addition to the definitions in Section One. In the event of any inconsistency, the definitions in Section Two shall apply to the extent of the inconsistency.

In this Section Two:

AA Smartfuel means AA Smartfuel Limited;

AA Smartfuel Redemption Party means a participating AA Smartfuel affiliated fuel retailer which redeems AA Smartfuel discounts;

AA Smartfuel discount means the form of Reward Currency available to be earned (including at Countdown), and which can be redeemed at an AA Smartfuel Redemption Party when purchasing fuel (subject to satisfying these Terms and the AA Smartfuel terms available at www.aa.co.nz/site-info/terms-and-conditions/aa-smartfuel/);

eligible transactions means (for the purpose of earning OneCard Visa points) all purchases of goods or services made with a card for personal, domestic or household use but excludes any Shopper's Protection premiums, any cash advances, cash equivalent transactions or balance transfers.

Household means the OneCard Points' or AA Smartfuel discounts earning structure that is created by Countdown when multiple OneCard Visa and/or OneCard holders who live at the same address, and have a OneCard registered, link their OneCards;

merchant means a retailer or other provider of goods or services;

Onecard means the Onecard customer loyalty card (co-branded with Countdown and AA Smartfuel) issued by Countdown pursuant to the Onecard programme;

Reward Currency means Onecard Visa Points and AA Smartfuel discounts together. Reward Currencies has an equivalent meaning.

Onecard account means the account established by Countdown in your name for the purposes of the Onecard programme.

Onecard points means the reward points earned and awarded in accordance with the Onecard programme;

Onecard programme means the customer loyalty programme owned and operated by Countdown, pursuant to which members may earn Onecard points and AA Smartfuel discounts by:

- (a) using their Onecard when buying goods and services at Countdown stores;
- (b) using their card in a Onecard transaction; or
- (c) using their card to make eligible transactions,

in each case in accordance with the Onecard programme terms and conditions and/or these Onecard Visa rewards terms and conditions (as applicable);

Onecard programme terms and conditions means the terms and conditions applying to the Onecard programme and available at www.countdown.co.nz/onecard/terms-and-conditions.aspx;

Onecard transaction means a transaction where your card is tapped or swiped on the EFTPOS terminal PINpad in a Countdown store or, when shopping online at Countdown, by entering your Onecard membership number (as shown on your card) at the online checkout, in both cases to earn Onecard points but is not used to make a purchase;

Onecard Visa points means Onecard points earned from eligible transactions.

2. MEMBERSHIP

- 2.1 To earn and/or redeem Onecard Visa points, you must be a member of the Onecard programme. Membership of the Onecard programme is subject to the Onecard programme terms and conditions (for details visit www.countdown.co.nz/onecard/terms-and-conditions.aspx). All references to earning Onecard Visa points in this Section Two are subject to the Onecard programme terms and conditions as amended or modified by this Section Two.

- 2.2 Any new Onecard Visa applications will be assigned a Onecard number. This new Onecard number replaces any existing Onecards held by the applicant, and any existing Onecards will be automatically closed following the first transaction on the new Onecard Visa.
- 2.3 Your Onecard number will be shown on the front of your card, below your name. When you shop at Countdown, in order to earn Onecard special product discounts and to earn Onecard points you must tap or swipe your card through the in-store EFTPOS terminal PINpad or, when shopping online at Countdown, by entering your Onecard number at the online checkout. Please note that swiping your card in-store or entering your Onecard number at the online checkout in order to earn Onecard points is a separate procedure to using the card to make a purchase.
- 2.4 If you cancel your card, you will still continue to receive the benefits of your existing Onecard membership by continuing to use your Onecard issued to you pursuant to clause 5, subject to the Onecard programme terms and conditions.
- 2.5 Onecard Visa points can be earned on your Onecard account by using your card for eligible transactions. Onecard Visa points will also be allocated to your Onecard account for eligible transactions carried out by additional cardholders.
- 2.6 You will not be eligible to earn Onecard Visa points during any period in which the use of your card has been suspended under clause 2.4 of the Onecard Visa Conditions of Use. However, your card may still be used for the purposes of a Onecard transaction.

3. POINTS

- 3.1 One Onecard Visa point will be allocated to your Onecard account for every whole \$10.00 of eligible transactions in a statement period.
- 3.2 As your card functions as both a credit card and a loyalty card, when you use your card for eligible transactions at Countdown, any Onecard Visa points allocated to your Onecard account will be in addition to any Onecard points you earn by tapping or swiping your card through the in-store EFTPOS terminal PINpad or, when shopping online, by entering your Onecard number at the online checkout. In these circumstances, such points may be credited to your Onecard account on different dates to Onecard Visa points even though they relate to the same transaction.

- 3.3 Where your card is tapped or swiped at a Countdown store (or your Onecard number is entered at the online checkout) solely for a Onecard transaction, Onecard points will be earned in accordance with the Onecard programme terms and conditions.
- 3.4 Notwithstanding anything in this clause 3, Countdown reserves the right to allocate Onecard Visa points to your Onecard account as it sees fit and in its absolute discretion as may be advised to you from time to time.
- 3.5 Onecard Visa points do not constitute your property. You cannot transfer your points to any other person or entity. In the case of your death or bankruptcy, any points that you have earned (whether or not allocated to your Onecard account) but which have not been credited to your Onecard account;
- (a) will automatically be forfeited; and
 - (b) may not be used by any other person or entity.
- 3.6 Onecard Visa points have no cash or monetary value. Once credited to your Onecard account, Onecard Visa points are subject to the Onecard programme terms and conditions.
- 3.7 You may only earn Onecard Visa points for one Onecard account which must be in your name unless otherwise requested by you. Where you have requested your card to be linked to the Onecard account of another Onecard member (creating a Household), all Onecard Visa points earned using your card will be allocated to that member's Onecard account. Onecard Visa points will usually be credited to your Onecard account within two working days of the eligible transaction being processed to your Onecard Visa account.
- 3.8 Onecard Visa points for eligible international transactions will be allocated based on the equivalent New Zealand dollar value of the transaction.
- 3.9 Any disputes for missing Onecard Visa points will be dealt with in accordance with clause 23.2 of the Onecard Visa Conditions of Use and will only be considered if:
- (a) the dispute is notified within 1 month of the date of the relevant eligible transaction; and
 - (b) supporting evidence of the eligible transaction is provided.
- 3.10 When a refund or reimbursement in respect of an eligible transaction is credited to your account (for example if you return goods or cancel bookings which have been paid for with your card), any Onecard Visa points allocated

as a result of that transaction will be reduced accordingly and debited to your Onecard account by Countdown.

- 3.11 If Countdown terminates the Onecard programme, cancels your Onecard membership, or your Onecard account is closed for any reason, any Onecard Visa points that have not been allocated to your Onecard account at that time will be forfeited.
- 3.12 Your statement will include a summary of any Onecard Visa points credited to your Onecard account during the statement period. If you are registered to use the Onecard Visa Online Service Centre, you may check your total available points balance using that service. You can also check your total points balance at www.countdown/onecard.co.nz

4. REDEEMING A REWARD

- 4.1 Onecard Visa points allocated to your Onecard account will be redeemable in accordance with the Onecard programme terms and conditions. Onecard Visa points cannot otherwise be transferred, credited or redeemed.

5. AA SMARTFUEL DISCOUNTS

- 5.1 In addition to your card, you will also be sent a Onecard by Countdown (co-branded with Countdown and AA Smartfuel). Countdown will pre-register your Onecard. In addition to the Onecard points and Onecard Visa points you can earn as set out in clause 3 above, you can also earn AA Smartfuel discounts, as long as fuel is selected as your Reward Currency and you pay with your card when shopping at Countdown. Countdown will automatically set your Onecard up to earn AA Smartfuel discounts as your Reward Currency. In the event that you only want to earn Onecard points and Onecard Visa points as your Reward Currency (and not AA Smartfuel discounts), please telephone Countdown's Customer Care team on 0800 40 40 40
- 5.2 In order to earn AA Smartfuel discounts on your spend at Countdown, you must either swipe or tap your Onecard Visa, or Onecard, at Countdown.
- 5.3 In order to redeem your AA Smartfuel discounts at an AA Smartfuel Redemption Party, you must use your Onecard (not your Onecard Visa). Note that you will not be able to use your Onecard Visa to redeem AA Smartfuel discounts. The use of your Onecard to earn and redeem AA Smartfuel discounts is governed by the

terms and conditions of the AA Smartfuel programme which can be found at www.aa.co.nz/site-info/terms-and-conditions/aa-smartfuel/.

6. GENERAL

- 6.1 In the event of a conflict or inconsistency between the Onecard Visa rewards terms and conditions set out in this Section Two and the Onecard programme terms and conditions, the Onecard programme terms and conditions will prevail to the extent of the conflict or inconsistency.
- 6.2 These Onecard Visa rewards terms and conditions contained in this Section Two may be changed at any time. A change will either be advertised in the local or national press or be provided to you in writing or by email or other electronic means on or before the day on which the change takes effect, unless any applicable law or regulation requires otherwise.
- 6.3 The failure by Countdown to enforce a particular term or condition does not constitute a waiver of that term or condition by Countdown.
- 6.4 By activating your card, and for the avoidance of doubt, you agree and acknowledge that the provisions of the Onecard programme terms and conditions that relate to your privacy and personal information will also apply (with any necessary changes) to any information collected, stored or used by Countdown or its agencies and service providers in connection with these Onecard Visa rewards terms and conditions.

SECTION THREE: DISCLOSURE STATEMENT - FINANCIAL ADVISERS ACT 2008

The information provided in this statement is important and may assist you in selecting a financial services provider, or if you have a concern, problem or complaint in relation to our products or services.

What sort of adviser are we?

Latitude Financial Services Limited ("Latitude") is a Qualifying Financial Entity ("QFE") under the Financial Advisers Act. It does not provide any licensed services other than as a QFE. Latitude employees and any nominated representatives (together "advisers") may provide you with financial advice relating to its products and services. Latitude is responsible for any such advice and must ensure that its advisers exercise care, diligence and skill in providing that advice to you.

Our contact details:

Latitude Financial Services Limited
8 Tangihua Street Auckland, or
PO Box 4058, Shortland Street, Auckland
Telephone: 0800 500 505

Our products and services

Latitude offers consumer credit products including personal loans, credit cards and insurance. The products may be provided by Latitude, its related companies, or third parties with which Latitude has agreements to sell their products. Advisers may receive commissions for selling these products.

What to do if something goes wrong

If you wish to make a complaint about our products or services, we have a free internal dispute resolution procedure, which you can access as follows:

Telephone: 0800 735 192

Write to: Latitude Financial Services Limited, PO Box 4058, Shortland St, Auckland 1140

Attn: Customer Resolution Team

If you have followed our internal dispute resolution procedure and your complaint remains unresolved you may refer the matter to the Insurance and Savings Ombudsman Scheme. This scheme is independent, impartial and free to consumers.

Contact details are:

Telephone: (04) 499 7612

Email: info@iombudsman.org.nz

Write to: Office of the ISO, PO Box 10-845, Wellington 6143

How is Latitude Financial Services Limited regulated?

Latitude is licensed and regulated by the Financial Markets Authority to provide financial adviser services. You can check the status of Latitude as a QFE at www.fspr.govt.nz. The Financial Markets Authority provides information about financial advisers and you may report information about Latitude or its advisers to the Financial Markets Authority.

Contact details are:

Telephone: +64 4 472 9830

Write to: Financial Markets Authority,
PO Box 1179, Wellington 6140

Web: www.fma.govt.nz

This disclosure statement is prepared as at September 2017