



## TERMS AND CONDITIONS

These terms and conditions are effective from 1<sup>st</sup> July 2021.

The Bonfire Card is issued by Banzpay Technology Operations Limited pursuant to a license provided by Mastercard Asia/Pacific Pte. Ltd. The Bonfire Card is a product of Card Works Limited.

By purchasing or using the Bonfire Card, you agree to our terms and conditions, and to the card fees available on our website [www.bonfire.co.nz](http://www.bonfire.co.nz) ([Website](#)).

### Updating our Terms and Conditions and Fees

We may update our terms and conditions and fees by posting changes to our Website. Any changes will automatically take effect 14 days after they are posted. Any changes that materially increase your obligations or have a materially adverse effect on your ability to access funds on your Bonfire Card will automatically take effect 90 days after they are posted.

### Important Information About Your Bonfire Card

The Bonfire Card is prepaid and non-reloadable. By purchasing a Bonfire Card, you are pre-paying for the ability to purchase goods and services from millions of merchants who accept Mastercard transactions, up to the available value on the card. You cannot withdraw cash, redeem the card for cash, or get your money back if the card is lost or stolen.

### REGISTER YOUR BONFIRE CARD

We encourage you to register your Bonfire Card on our Website. Registering your card will enable you to check your balance and transaction history. It will also enable us to more easily assist you in situations where you require our support, such as to dispute unauthorised transactions, place a block on your card if it is lost or stolen or to notify you of any changes to the card's terms and conditions.

## Privacy

We may collect, use and store personal information you provide to us such as your name, age and address, as well as transaction data generated when you use your Bonfire Card.

We use the personal information we collect for the following purposes:

- for purposes connected with a function of the Bonfire Card;
- to carry out analytics for marketing purposes, in aggregated anonymised form; □ to meet regulatory requirements.

We may share your personal information or transaction data with third parties in an anonymised format such as;

- Suppliers and service providers who support and facilitate the ongoing operation of the Bonfire Card
- Marketing and analytics partners
- Law enforcement agencies, such as the New Zealand Police or the Serious Fraud Office
- A potential purchaser of our business

You are not required to provide us with your personal information, but if you do not provide us with your personal information we may be unable to provide you with certain services or features connected with your Bonfire Card. Under the Privacy Act 1993 you have rights of access to, and to request correction of, your personal information held by us.

## USING YOUR BONFIRE CARD

1. Before using you must sign your Bonfire Card with your usual signature in the space provided on the back of the card.
2. Your Bonfire Card cannot be used to get cash out or be used at automated fuel dispensers, for money orders, for wire transfers, or for gambling. Some merchants may not accept Bonfire Cards for pre-authorisation or recurring payments.
3. You cannot use your Bonfire Card after the expiry date printed on the card. Any unused value on the card at the expiry date will automatically be forfeited.

We may, in our absolute discretion, provide special recourse by issuing you a replacement Bonfire Card if the unused value on your Bonfire Card has been forfeited but special circumstances apply. We charge a service fee and courier charge for successful applications, both of which will be deducted from the forfeited amount. Applications for special recourse can be made by emailing your card number and expiry date, together with details in relation to your circumstances, to [expiredcard@cardworks.co.nz](mailto:expiredcard@cardworks.co.nz)

	Description	Fee
<b>Special resource fee</b>	When you successfully apply for a special resource, as a result of the unused value of your Bonfire Card being forfeited due to special circumstances	The cost will be the greater of \$35 or 10% of the original load value; plus \$2.83 domestic (NZ) courier

4. You cannot on-sell your Bonfire Card. If you have received your Bonfire Card as a gift, using the card indicates your acceptance of these terms and conditions. Your rights or obligations under these terms and conditions cannot be assigned.
5. Interest will not accrue on value loaded onto your Bonfire Card.
6. If you use your Bonfire Card for foreign currency transactions, the purchase amount will be converted into New Zealand dollars at the exchange rate determined by Mastercard on the date the transaction details are made available to Banzpay Technology Operations Limited, and that amount will be deducted from the available value on the card.
7. Because use of your Bonfire Card is subject to government requirements, transactions made in overseas countries prohibited by U.S laws and regulations may be declined or charged back.
8. You cannot authorise or allow any transaction where you know, or have reasonable grounds to expect, that the transaction will exceed the available value on your Bonfire Card. Please check your remaining card balance on our Website regularly and be aware of merchants that may charge or process payments in this way, such as car rental businesses, hotels and motels.
9. Provided you have registered your Bonfire Card, you may block the card in the event that it is lost or stolen. To block the card, login to your account on our Website or phone us on our support number listed on our Website quoting the customer number on the back of your Bonfire Card.
10. We are under no obligation to replace lost or stolen cards, or transfer value from one card to another.
11. If you wish to dispute a transaction **and provided you have registered your Bonfire Card**, you must tell us within 60 days from the day on which the disputed transaction occurred. If you don't report the transaction within this timeframe we cannot reverse it, even if it turns out to have been unauthorised. You cannot dispute a transaction if you change your mind or make a mistake about a purchase or if the purchase was made with the card by you or with your permission. Instructions for disputing a purchase are set out on our Website.

12. We may record phone conversations or correspondence you have had with us on any matter as well as your use of our Website for security, training, and evidentiary purposes.
13. When you contact us via any means, you will need to identify yourself using the customer number printed on the back of your Bonfire Card, and the expiry date printed on the front of your Bonfire Card. The card number printed on the front of the card should be kept private, and in no situation should this card number be provided to Card Works Limited.
14. The Bonfire Card cannot be used at any merchant who requires you to set up direct debits, recurring payments or payment instalments. A fee of \$0.49 will apply for any card not present transaction where the transaction is declined due to insufficient funds. The fee is deducted from the unused value on the card.

## **GENERAL TERMS**

1. The Bonfire Card remains property of Card Works Limited. You can use the card in accordance with these terms and conditions, or give your card to another person to use in accordance with these terms and conditions.
2. You must not give out your Bonfire Card or card details (with the exception of the customer number printed on the back of the card) to anyone, unless your intention is that they become the rightful holder of the card. You are responsible for the use and safety of your Bonfire Card.
3. If we believe that the card has been stolen or compromised, or is being used fraudulently or for criminal activity, or in breach of these terms and conditions, we have the right to block your card without notice. We will reverse the block promptly once the matter has been resolved to our reasonable satisfaction. If the matter is not resolved within 30 days, or if required to comply with a court order, we may permanently cancel your card without notice.
4. We may permanently cancel your card as part of a general withdrawal of the Bonfire Card from the market, a withdrawal of the sub-product or category your Bonfire Card belongs to, or as part of a general upgrade of our infrastructure that supports the use of the Bonfire Card. If we do this, we will first post a notice on our Website and in a national newspaper at least 180 days in advance.
5. Our liability to you under or in connection with your Bonfire Card will be limited to the available value on your card. We will not be liable to you under or in connection with your Bonfire Card for any indirect or consequential loss, or any loss of profits, cost savings, opportunity, or reputation, regardless of the cause. These limitations and exclusions apply to all forms of liability (whether in contract, equity, negligence, or otherwise), except to the extent that we cannot lawfully exclude or limit that liability by contract.

6. We may assign any of our rights and obligations under these terms and conditions to any other person or business, subject to that person or business assuming our obligations under these terms and conditions. We can perfect the assignment by posting a notice to our Website.
7. If any part of these terms and conditions is found to be illegal, invalid, or otherwise unenforceable, then this will not affect the legality, validity, or enforceability of the rest of these terms and conditions. We can also change these terms and conditions to fix the problem by posting the changes to our Website, in which case the changes will take effect 14 days after they are posted.
8. If any aspect of these terms and conditions conflicts with any right given to you by law, these terms and conditions will override or exclude those rights to the extent permitted by law. These terms and conditions are to be read subject to all applicable laws.