

Cancellation of unclaimed money orders

We will cancel your money order if it has not been redeemed in two years and the proceeds will become our property.

16. How will your personal information be held and used?

Privacy

We will comply with all privacy laws and rules of banker's confidentiality that apply to us. You agree that we and/or our agents may collect personal information from you or any other person who can provide us with information about you that relates to a purpose listed below and is necessary for that purpose. We and/or our agents may make enquiries about any personal information that you provide to us in order to check the accuracy of the information.

Collecting information

Your personal information is being collected, held and used for the purposes of:

- setting up, operating or maintaining your money order, providing services to you
- managing our relationship with you;
- assisting us in developing or running our business;
- conducting market research, data processing and statistical analysis; and
- providing you with information about money orders and information about accounts and services that we think might be of interest to you (including from our selected business partners).

If you ask us not to provide you with this information, we will comply with your request.

Agents

We may appoint agents, and disclose personal information about you to them, for the purpose of providing services to you. These agents will also operate in accordance with these terms. These agents will include the members of the New Zealand Post Group and their franchisees.

Accuracy of information

We will do everything reasonable to ensure that your personal information is accurate and protected while we have it. You are responsible for telling us of any changes in your personal information, for example changes of name, address or phone number. You may ask us to show you the personal information we hold about you and, if necessary, request corrections to it.

Releasing information

If we are asked to provide personal information about you to another person, we will only do so in accordance with **these terms**, with your prior consent or as required by law.

You consent to us giving your personal information to:

- any member of the New Zealand Post Group and their franchisees;
- organisations conducting market research, data processing and statistical analysis for us;
- law enforcement authorities, the courts, government agencies, regulatory authorities or third parties both in New Zealand and overseas, where we believe the disclosure will assist us to comply with any law or assist the investigation, detection and/or prevention of fraud, money laundering or other criminal offences;
- our assignees or potential assignees;
- any agent or person we engage to assist us in collecting any money from you;
- anyone who we need to contact to carry out your instructions to us (including the recipient of any payment); and
- third parties that provide services to or for us or any members of the NZ Post Group or their franchisees.

We may be required to release your personal information to persons such as law enforcement authorities, the courts or government agencies. We will release your personal information in this situation if we reasonably believe that the person requesting it has the authority to have it, or that we are required by law to release it.

Recording phone conversations

For security, training and evidentiary reasons, we may record phone conversations you have with us on any matter, either through the **customer service number** or directly with us.

17. What is our liability?

To the extent permitted by law, we are not liable for circumstances beyond our control, including delays or failures due to strikes or disputes or any machine or system failures.

18. What is your liability?

Except to the extent the law requires otherwise, you are liable for:

- all costs (including enforcement, collection, court and legal costs) that we reasonably incur in responding to, or dealing with the effects of, your failure to pay amounts that you owe to us, or your breach of **these terms**, or your fraud or other wrongdoing, whether you have acted alone or together with any other person;
- all liabilities arising from third party claims that we incur because of your breach of **these terms**, or because of your fraud or other wrongdoing, and all costs that we reasonably incur in defending or settling those claims (including court and legal costs); and
- all liabilities arising from third party claims that we incur because of following your instruction and all costs that we reasonably incur in defending or settling those claims (including court and legal costs)

However, you will not be liable under this clause for losses or liabilities that result directly from fraudulent or negligent conduct by us or our employees, agents or suppliers involved in the provision of the services to you.

19. Can you on-sell a money order?

You cannot on-sell a money order or assign any of your rights and obligations under **these terms**. We may assign any of our rights and obligations under **these terms** to any other person or business, subject to such party assuming our obligations under **these terms**.

20. Can you obtain a refund of a money order?

The person who purchased the money order can obtain a refund of the full amount of an unused money order by providing us with:

- the electronic money order number and entering the correct **PIN** into our computer system (where the money order consists of an electronic money order); and
- the money order certificate and proof of identity (where the money order consists of a physical certificate).

21. What else do you need to know?

If at any time part of **these terms** 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**.

You have rights that are given to you by law. If part of **these terms** conflicts with any right given to you by law, then **these terms** will apply to the extent that they amend or negate the rights at law, but only to the extent permitted by law. Otherwise, **these terms** will be read subject to law.

If you feel we haven't delivered on what we promised, please let us know so we can try and resolve the issue. Further information on our free complaint procedure is available by calling 0800 11 33 55 and at <http://www.kiwibank.co.nz/about-us/contact-us/>

If you're not satisfied with the outcome, you can send a request in writing to our Complaints Manager to reconsider your concerns. We take all concerns seriously and every complaint is fully investigated.

If you're unhappy with our investigation into your complaint, the Banking Ombudsman provides free independent assistance to resolve disagreements between financial institutions and their customers. Banking Ombudsman brochures are readily available directly from:

help@bankomb.org.nz

Freepost: 218002

PO Box 25-327

Featherston Street

Wellington 6146

Freephone 0800 11 33 55 or +64 4 473 11 33

Our terms are governed by New Zealand law and the courts of New Zealand have exclusive jurisdiction.

22. What do the words in bold mean?

customer service number: the 24-hour, 7-days a week toll-free phone number: 0800 501 501 or +64 9 367 9710

notice: letting you know about something by public notice, press release, notice at www.nzpost.co.nz, mail to your last known address, or otherwise as we see fit.

PIN: the personal identification number combination you are required to input before redeeming an electronic money order.

these terms: the terms and conditions contained in this document (as changed, updated or replaced).

Kiwibank's Disclosure Statement is available from your local Kiwibank or at kiwibank.co.nz.

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Money Orders



Money Orders are an easy way to send money as a gift, pay bills and make payments within New Zealand without necessarily needing a bank account.

There are two kinds of Money Order:

- Money Order certificate – Send up to \$999.99 per order to family, friends or make payments to businesses.
- Electronic Money Order – Send up to \$999.99 per order, available instantly from any PostShop.

How are they purchased?

- Complete the application on this form – pay the amount on the Money Order plus a fee of \$6 for either a Money Order certificate or an electronic Money Order. You will then be handed back your completed Money Order certificate, or your electronic Money Order number, and a receipt.
- You then either post or directly hand the Money Order certificate to whoever it's made out to. Or, if it's electronic, just call them with the Money Order number, your selected PIN and the amount. Electronic Money Orders are not available for payment to businesses.

How are they redeemed?

- Call into your local PostShop with your Money Order certificate, along with suitable identification, and complete the reverse of the certificate.
- For electronic Money Orders, just complete the redemption details on this form with details of the Money Order and key in the nominated PIN number when asked to do so.
- The Money Order can be paid in cash subject to the terms of issue, or deposited into a nominated bank account in New Zealand.
- If redemption is for a minor (under the age of 18) you need to provide suitable ID or have a parent, guardian or caregiver (with a suitable form of ID) to present the Money Order on the minors behalf.
- Your money order is valid for two years from date of purchase.

