

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 may collect personal information from you or any other person who can provide us with information that is of relevance to us. We 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, and assisting our relationship with you;
- assisting us in developing or running our business; 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, make 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;
- reputable market research organisations for the purpose of conducting market research for us;
- the police, governmental agencies or other banks and financial institutions when we believe that giving your personal information will 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; and
- anyone who we need to contact in order to assist us in developing and running our business.

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?

We are liable for all **costs** incurred by us caused by:

- our fraudulent or negligent conduct (or that of others involved in the provision of services to you);
- faults that occur in the machines or systems used for the provision of services to you, unless the faults are obvious or advised by a message or notice on display; or
- unauthorised transactions, unless you have acted fraudulently or negligently.

18. What is your liability?

You are liable for all **costs** incurred by you or us if you have breached **these terms** or have acted fraudulently or negligently, either alone or together with any other person.

19. Can you on-sell a money order?

You can not 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.

22. What do the words in bold mean?

costs: all costs, losses (including indirect, economic and consequential losses), fees, expenses, government charges or levies, claims, actions, suits, judgments, damages, interest, penalties, obligations or liabilities incurred in connection with the protection, enforcement or clarification of our rights in respect of your money order or any services we provide under **these terms**, including legal costs on a solicitor client basis and any receiver's costs and expenses.

customer service number: the 24-hour, 7-days a week toll-free phone number: 0800 501 501.

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.

Money Orders

New Zealand Post 

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.

Money Order application and redemption form

Money Order details

Money Order type Certificate Electronic
 Payment by Cash EFTPOS

Money Order amount (maximum \$999.99) \$ _____

Purchaser details (new money orders)

Full name _____
 Address _____

 Postcode _____

Contact phone number _____
 Signature and date _____ / _____

Recipient details (redemptions)

Full name _____
 Address _____

 Postcode _____

Contact phone number _____
 Signature and date _____ / _____

You confirm that you are the person to whom the Money Order is payable, or their authorised agent.

Repayment options

Money Order number _____

- Cash (not available for businesses)
- Credit a bank account (account details below)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Bank	Branch	Account Number	Suffix

Accepted by _____

Date stamp

Money Order Terms and Conditions

Effective July 2013

Money orders are promoted by New Zealand Post Limited and issued by Kiwibank Limited.

1. What are these terms?

When you purchase a money order, **these terms** will apply. You and we may agree in writing to other terms and conditions, and the law may imply terms and conditions.

Throughout **these terms** you will see words that are in bold. These are words with specific meanings. You can find the meanings of these words in clause 22. In addition:

- "you" means the person who purchased the money order and/or the person who the money order was purchased for. "Your" has a corresponding meaning; and
- "we" means Kiwibank Limited and our successors, assignees and authorised agents. "Our" and "us" have corresponding meanings.

2. When will these terms apply?

You agree to be bound by **these terms** as soon as you have purchased a money order.

3. When can these terms change?

We may change any of **these terms**, including fees, by giving you **notice** at least 14 days before we make a change.

4. When will we identify you?

You will be required to provide proof of your identity if you purchase or redeem multiple money orders with a total value of \$500 or more.

5. What types of money orders are there?

There are two types of money orders:

- an electronic money order (which consists of an electronic money order number and a **PIN**); and
- a money order certificate (which consists of a physical certificate).

6. What is the maximum amount you can send by money order?

A money order must be for less than \$1,000, and may only be redeemed in New Zealand dollars.

7. How do you redeem an electronic money order?

To redeem an electronic money order, you must provide us with the electronic money order number and enter the correct **PIN** into our computer system.

If the correct **PIN** is entered, we will redeem the electronic money order, whether or not you have authorised the redemption. We need not, and will not, make any further enquiries to verify the redemption and will assume that you have authorised it.

We may block or delay you redeeming an electronic money order if we are required by law to do so or if we believe the redemption involves some form of fraud, money laundering or other criminal offence.

8. How do you redeem a money order certificate?

To redeem a money order certificate, you must be the person named on the money order certificate and you must provide us with the physical certificate. We will verify your identity. This may involve asking you a series of questions or requesting that you show us suitable identification.

If a money order certificate is provided and your identity is verified, we will redeem the money order certificate, whether or not you have authorised the redemption. We need not, and will not, make any further enquiries to verify the redemption and will assume that you have authorised it.

We may block or delay you redeeming a money order certificate if we are required by law to do so or if we believe the redemption involves some form of fraud, money laundering or other criminal offence.

9. What is your PIN?

When you are issued with your electronic money order, you will be asked to select a **PIN**.

10. How can you keep your PIN and money order certificate safe?

You must:

- memorise your **PIN** and not keep any record of it;
- take extra care when keying in your **PIN** to make sure that no-one else can see it;
- change your **PIN** as soon as you discover that another person knows (or might know) it;
- provide us with all available information relating to the loss or theft of your money order certificate; and
- provide us with all necessary assistance to recover any unauthorised redemption of your money order certificate or electronic money order.

You must not:

- choose a **PIN** that would be easy to guess or discover;
- tell anyone else your **PIN**;
- tell anyone else your **PIN** in response to an email request (including if the email looks like it is from us); and
- leave your money order certificate in an unattended wallet, purse or vehicle or anywhere another person could remove your money order certificate without being noticed.

11. What if your money order is lost or stolen?

You must notify us immediately if your money order certificate has been lost or stolen by calling the **customer service number**. We will issue you a new money order certificate.

If the **customer service number** is temporarily unavailable, we will be responsible if the money order certificate is redeemed, provided we are notified within a reasonable time after the service is restored.

12. What if you breach these terms?

If, in our opinion, you breach **these terms**, we may:

- require that you fix the breach;
- cancel or suspend the money order; or
- exercise any of our rights under any contract between you and us or at law.

You must notify us immediately of a breach of **these terms** or any change affecting your relationship with us.

13. What fees do you have to pay?

We will charge you an application fee of \$6 for issuing a money order. The amount of the application fee is set out at www.nzpost.co.nz.

If we incur any **costs** in relation to your money order or for any services that we provide, then you must pay us the amount of those **costs**. We will deduct any **costs** that we incur from the amount of your money order.

14. Is interest payable on a money order?

There is no interest payable to you on a money order.

15. When can we cancel or suspend your money order?

Cancellation or suspension

We may cancel or suspend your money order without **notice** if we think there is a good reason to do so. This might include if:

- you have breached **these terms**;
- we are obliged to do so to protect you, us or any other person who has reasonably claimed an interest in the money order; or
- we believe your money order is being used to facilitate fraud, money laundering or other criminal offences.

We may also cancel your money order by giving you **notice** at least 14 days prior to cancellation.

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.