

Money Order Terms and Conditions

Issuer/Distributor

New Zealand Post Limited is the promoter and the distributor of Money Orders. Kiwibank Limited is the issuer of Money Orders.

Terms and conditions

These terms and conditions set out the basis on which we will issue a Money Order to you that is payable in favour of a Holder.

1. Application

1.1 Application Form: To apply for a Money Order you must complete an application form and:

- (a) present the application form; and
- (b) pay the Face Value you are applying for, together with the application fee, in cash or by EFTPOS,

at any postal outlet during its normal business hours.

1.2 Acceptance: We are not obliged to accept your application for a Money Order and may decline your application for any reason. We will only issue an Electronic Money Order payable to a Holder who is a natural person.

1.3 Issue: Subject to these terms and conditions we will issue to you:

- (a) in the case of an application for a Money Order Certificate, a Money Order Certificate to the value of the Face Value payable in accordance with these terms and conditions; and
- (b) in the case of an application for an Electronic Money Order, subject to you entering an appropriate PIN into our computer system when asked to do so by the postal outlet staff member assisting you, the Electronic Money Order Number representing that Electronic Money Order, payable in accordance with these terms and conditions.

1.4 Holder: Where the Holder is a third person, you agree to accept receipt of the Money Order Certificate or the Electronic Money Order Number on behalf of the Holder. You agree that you will deliver the Money Order Certificate or the Electronic Money Order Number (together with the PIN) to the Holder as soon as possible.

2. Redemption

2.1 Money Order Certificate: To redeem a Money Order Certificate, the person presenting the Money Order Certificate must:

- (a) present the Money Order Certificate at any postal outlet during its normal business hours; and
- (b) produce such identification to the member of the counter staff at the postal outlet as we may reasonably require to satisfy us that he or she is the Holder; and
- (c) if the Holder is not a natural person, provide the details of a bank account held at a registered bank in New Zealand into which the Face Value of the Money Order will be deposited by us.

We are not obliged to redeem a Money Order Certificate if the Certificate is torn or defaced in any way.

2.2 Electronic Money Order: To redeem an Electronic Money Order, the person presenting the Electronic Money Order must:

- (a) quote the Electronic Money Order Number to a member of the counter staff at any postal outlet during normal business hours; and
- (b) enter the correct PIN (after no more than three attempts) into our computer system when asked to do so by the member of counter staff at the postal outlet.

It is your responsibility to protect the confidentiality of the PIN (as well as the responsibility of the Holder and any other person to whom you or the Holder disclose the PIN). We are entitled to redeem the Electronic Money Order in favour of any person who satisfies the steps set out in (a) and (b) above, regardless of whether or not that person is the named Holder.

2.3 Redemption of Money Order: When all of the requirements in clause 2.1 (in the case of a Money Order Certificate payable in favour of a Holder who is a natural person) or clause 2.2 (in the case of an Electronic Money Order) have been satisfied, the person presenting the Money Order may redeem the Money Order at the postal outlet at that time:

- (a) by instructing us to deposit an amount up to the Face Value into a bank account with a registered bank in New Zealand; or
- (b) in cash up to the Face Value; or
- (c) by purchasing products at the postal outlet at their retail value up to the Face Value; or
- (d) by purchasing any services available at the postal outlet at their retail value up to the Face Value; or
- (e) any combination of bank deposit, cash, products or services up to the Face Value.

In the case of a Money Order Certificate payable in favour of a Holder that is not a natural person, when all of the requirements of clause 2.1 have been satisfied, we will deposit an amount equal to the Face Value of the Money Order Certificate into a bank account with a registered bank in New Zealand nominated by the person presenting the Money Order Certificate.

The Money Order can only be redeemed once.

2.4 Redemption to wrong person: If we redeem a Money Order:

- (a) in favour of a person who is not the Holder, but who we believed, on reasonable grounds, was the Holder; or
- (b) in the case of an Electronic Money Order, to any person who is not the Holder but who entered the correct PIN; or
- (c) in the case of a Holder that is not a natural person, in accordance with the instructions of a person who we believed, on reasonable grounds, was authorised to act on behalf of the Holder,

we will not be liable to you or the Holder and we will not have any further obligation to redeem the Money Order.

2.5 Unclaimed Money Orders: If a Money Order has not been redeemed within five years and eleven months of the date on which the Money Order was issued, the Money Order will be deemed to be cancelled and the proceeds attributable to the Money Order will belong to us. We will be able to withdraw the Face Value of the Money Order from the bank account kept for redemption and use the proceeds as we think fit.

2.6 Event outside our control: We are not required to carry out any of our obligations referred to in these terms and conditions, if it is not reasonably practicable for us to do so because of an event outside our control.

3. Enquiries

3.1 Enquiries: If any problem arises concerning the Money Order (if, for example, the Holder experiences any difficulty in redeeming the Money Order) you should contact any postal outlet or the New Zealand Post Customer Service Centre on 0800 501 501. Once we are satisfied that the Holder is entitled to redemption, we will redeem the Money Order. If we are not satisfied that the Holder is entitled to redemption, the Face Value is payable to you.

4. Liability

4.1 Limitation of liability: Our liability to you and the Holder, in relation to a Money Order, is in all circumstances limited to the redemption of the Face Value to the maximum extent permitted by law. We are not liable for any loss, damage, cost, claim, liability or delay whether direct (including loss of profits) or indirect, consequential or special and whether due to our negligence, breach of contract, breach of any other obligation which we owe to you or for any other reason except as otherwise provided by statute, including the Consumer Guarantees Act 1993.

4.2 Indemnity: You will indemnify us against any loss, damage, cost, claim or liability incurred by us:

- (a) arising from any breach by you of these terms and conditions; or
- (b) in respect of a Holder in connection with a Money Order.

4.3 Termination: This clause 4 will survive termination of the agreement between you and us relating to the Money Order.

5. General

5.1 Interest: All interest earned on the Face Value will be our property.

5.2 Money Order is not secured or guaranteed: The Money Order is an unsecured obligation of Kiwibank Limited. It is not guaranteed by any person.

5.3 Notices: Any notice or other communication under these terms and conditions must be in writing addressed to us at the address set out below, and in your case, to your address set out in your application form. A notice can be sent by hand, by pre-paid post or by facsimile to the relevant address. Our address is:

Kiwibank Limited
Level 6
Radio New Zealand House
155 The Terrace
Wellington
Attention: Legal Counsel
Facsimile number: +64 4 462 7996

5.4 Receipt of notice: A notice or communication will be treated as having been received:

- (a) when sent by hand, at the time of delivery unless it is delivered after 4.00 p.m. on a working day, in which case the notice will be treated as having been received on the following working day;
- (b) when sent by pre-paid post, two working days after posting; and
- (c) when sent by facsimile, on the day that it is sent unless it is sent after 4.00 p.m. on a working day or on a day which is not a working day, in which case, it will be treated as having been received on the next working day, in each case as evidenced by the facsimile confirmation.

5.5 Assignment: You may not assign any of your rights or obligations under these terms and conditions without our consent. We may assign any of our rights and obligations under these terms and conditions to a subsidiary or parent company of Kiwibank Limited to the maximum extent permitted by law.

5.6 Entire Agreement: These terms and conditions, together with your application form, constitute the entire agreement between you and us relating to the Money Order.

5.7 Contracts (Privity) Act 1982: For the purposes of the Contracts (Privity) Act 1982, both you and we acknowledge that where the Holder is a third person, these terms and conditions are not intended to create an obligation, or any other rights, enforceable by the Holder against Kiwibank Limited.

5.8 Privacy Act 1993: Where you are, or the Holder is, an individual, the information collected by us about you or the Holder (as the case may be) may be "personal information" for the purposes of the Privacy Act 1993. Under the Privacy Act 1993, an individual has the right to request access to, and correction of, this "personal information". For any enquiries please contact us at the address set out in clause 5.4. You agree that we may disclose your "personal information" to the Holder.

5.9 Consumer Guarantees Act 1993: Where you apply for a Money Order for the purposes of your business, the Consumer Guarantees Act 1993 will not apply to the supply of the Money Order.

5.10 Interpretation: In these terms and conditions, unless the context otherwise requires:

- (a) references to clauses are references to clauses of these terms and conditions;
- (b) words importing the singular include the plural and vice-versa; and
- (c) references to any legislation or document include all modifications, amendments and variations from time to time.

5.11 Definitions: In these terms and conditions, unless the context otherwise requires:

"Electronic Money Order" means a Money Order which is represented by an Electronic Money Order Number and a PIN issued in accordance with these terms and conditions;

"Electronic Money Order Number" in relation to an Electronic Money Order, means the number issued by us identifying the Electronic Money Order;

"event outside our control" means any event beyond our reasonable control including, without limitation, earthquake, cyclone, storm, flood, fire, disease, fog, snow, frost, other act of God, war, act by public enemy, civil commotion, loss of telecommunications or other utilities, strike, lockout or other industrial problem and any other general disruption;

"Face Value" means the amount for which the Money Order is payable, being any amount up to \$1,000;

"Holder" means the holder nominated as the payee by you in your application form;

"Money Order" means the money order issued by us, or on our behalf, in accordance with these terms and conditions;

"Money Order Certificate" means a Money Order which is represented by a physical certificate issued to you, on behalf of the Holder, which is payable in favour of the Holder when the Holder redeems the Money Order Certificate in accordance with these terms and conditions;

"PIN" means the four digit personal identification number selected by you and entered into our computer system when making your application for an Electronic Money Order;

"postal outlet" means any retail outlet in New Zealand, authorised by New Zealand Post Limited to provide over-the-counter postal services and agency services to the public, including any "PostShop";

"we" or "us" means Kiwibank Limited and includes any employee, agent, contractor or other person engaged by Kiwibank Limited in connection with the issue of Money Orders and "our" has a corresponding meaning;

"working day" means a day other than a Saturday or a Sunday on which banks in Wellington or Auckland are open for business; and

"you" or "yourself" means any person to whom we have issued a Money Order under these terms and conditions, and, where the context requires, means any of those persons jointly and severally, and "your" has a corresponding meaning.

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