



RETAILER TERMS AND CONDITIONS – ANONYMOUS GIFT CARDS

V1: 1 September 2019

These terms and conditions are effective from 1 September 2019.

The Bonfire Card is issued by the New Zealand Association of Credit Unions (NZACU), trading as Co-Op Money NZ, pursuant to a licence provided by MasterCard Asia/Pacific Pte. Ltd. The Bonfire Card is a product of Card Works Limited (Card Works, we, or our) and is distributed by Activata Prepay Limited (Activata).

1 Purpose and relationship with other terms

- 1.1 These terms and conditions apply each retailer (Retailer, you) who sells Bonfire Cards anonymously (that is, where the identity of the purchaser is not checked or verified). The primary purpose of these terms and conditions is to ensure that Card Works and Activata comply with our legal obligations, and with the licence provided by MasterCard.
- 1.2 These terms and conditions apply in addition to any other agreement in place between you and Card Works and/or Activata. By stocking Bonfire Cards you agree to comply with these terms and conditions.

2 Load and sale limits

- 2.1 You acknowledge that selling restrictions are in place to prevent fraudulent behaviour.
- 2.2 Each Bonfire card can be loaded with a minimum value of \$25 and a maximum value \$1,000 (excluding load fees). You agree not to attempt to load Bonfire cards with amounts outside of these limits, or to circumvent these limits in other ways.
- 2.3 No single person may be sold more than five Bonfire cards in any 24 hour period. You agree to take reasonable steps to ensure this limit is not exceeded, and to otherwise monitor for any suspicious activity. If you identify any such matters you agree to notify us as soon as possible.
- 2.4 If you fail to comply with these requirements, we or Activata may:
 - (a) decline, suspend processing of, or cancel any Bonfire card order at our sole discretion; or
 - (b) terminate our business relationship with you by notice in writing.

3 Disclosing sensitive information

- 3.1 You acknowledge that Card Works and Activata will never contact you by phone, email or in person requesting Bonfire Card secure packaging be opened to reveal sensitive information such as the Bonfire Card PIN, CVC2 number or card number. If you receive a request to do so, we ask you to notify us.
- 3.2 Card Works and Activata have no obligation to replace or refund Bonfire Cards or funds loaded arising from you disclosing sensitive information relating to Bonfire Cards.

4 General

- 4.1 We may update our retailer terms and conditions for anonymous Bonfire Cards by posting changed to our website (www.bonfire.co.nz). Any changes will automatically take effect 14 days after they are posted. We do not need to notify you personally of any changes.
- 4.2 You agree to indemnify Card Works, Activata, and their affiliates, subsidiaries, directors, officers, employees and agents for any loss, claim or expense incurred by them arising from:
- (a) any breach of these terms and conditions by you; and
 - (b) any claim made against any of them by a third party in relation to the use of a Bonfire card sold by you, where the claim arises as a result of or in relation to your breach of these terms and conditions.
- 4.3 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 in accordance with clause 4.1.