



CORPORATE TERMS AND CONDITIONS

V1.2 12/03/2018

These terms and conditions are effective from 1 December 2017.

The Bonfire Card is issued by the New Zealand Association of Credit Unions (NZACU) 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 (Website).

Updating our Terms and Conditions

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.

Entire Agreement

These terms and conditions form the entire agreement between us with respect to any Bonfire card order placed, or any other services provided to you by Card Works.

Ordering Bonfire Cards

1. We will fulfill orders for Bonfire cards and the load of Bonfire cards once all load amounts and fees have been paid in full and funds have cleared.
2. Unless agreed otherwise, orders for Bonfire cards will be delivered to you via courier. The Bonfire cards you receive will become your sole responsibility as soon as they reach the delivery address provided during the order process.
3. Card Works retains full responsibility for ordered Bonfire cards until they are delivered to the delivery address provided during the order process.
4. We will provide you with a username and password to access the corporate portal, through which you will be able to order and load Bonfire cards. Card Works will accept any card order or load request submitted with these credentials as authorised by you, and you will be liable for any fees and charges payable relating to these orders and requests.

5. We may decline, suspend processing of, or cancel any Bonfire card order at our sole discretion, if acting reasonably we believe this will result in unlawful use of the Bonfire card, breach of this agreement, or potential damage to the brand or reputation of Mastercard, Bonfire, or Card Works.

Gifting and Use of Bonfire Cards

1. You agree that the Bonfire cards you receive will be used in compliance with all laws, regulations, and legally binding codes.
2. You will not take any action that would cause Card Works or any of its affiliates, subsidiaries, directors, officers, employers, or agents to break any laws.
3. You agree not to make statements or representations in relation to Bonfire or Card Works which may be construed as misleading or deceptive. Any review of promotional material performed by Card Works does not relieve you of this responsibility.
4. You are solely responsible for communicating the activation code of each Bonfire card to the recipient of those cards in a secure manner.
5. Use of each Bonfire card is subject to the Bonfire card terms and conditions, which can be found at www.bonfire.co.nz. If you are the cardholder, you agree to comply with these terms and conditions.
6. You may not resell Bonfire cards, or offer them for resale.
7. You agree to provide to a single person a maximum of five cards, with a maximum total value across all cards of NZD\$1,000.00, in any 24 hour period.

Use of the Bonfire Brand

You cannot use, publish or distribute any material (promotional or otherwise) unless you have obtained our prior written approval. We will consider requests to approve material on a case-by-case basis, in that any approval shall be applicable only to the particular instance sought and shall not be deemed to be approval for subsequent material.

General Terms

1. You agree that nothing in this Agreement will entitle you to any title, rights or interest in any intellectual property or other rights contained in or relating to the Bonfire card and that you will not modify, reproduce, reverse engineer or alter any Bonfire card in any manner whatsoever.
2. You agree to indemnify Card Works, and its affiliates, subsidiaries, directors, officers, employees and agents for any loss, claim or expense incurred by them arising from:
 - a. any breach of the Agreement by you;
 - b. any claim made against us by a third party in relation to the use of a Bonfire card that we provided to you, where the claim arises as a result of or in relation to your breach of the Agreement.

3. You agree that the Bonfire cards provided to you under the Agreement are for business purposes and the Consumer Guarantees Act 1993 will not apply. This applies for our benefit and also for the benefit of any other "supplier" (as defined in that Act) involved in the manufacturing or supply of Bonfire cards under this Agreement.
4. 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.
5. 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.
6. 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.