

GiftStation Terms and Conditions

Welcome to GiftStation - General Information.

This service is operated by epay New Zealand Limited ("epay NZ," "we," "us," "our"), a subsidiary of Euronet Worldwide, Inc. These Terms and Conditions ("Terms") form a binding agreement between you ("you", "your", or "customer") and epay NZ regarding the use of the GiftStation app and the website at www.giftstation.co.nz (together the "GiftStation Platform"). The GiftStation Platform offers a convenient channel to purchase and send physical and digital prepaid gift cards, codes, and vouchers (collectively referred to as "Gift Cards").

By using the GiftStation Platform, and/or purchasing or using Gift Cards, you confirm that you have read, understood, and agreed to these Terms as well as our Privacy Policy (which is available at www.giftstation.co.nz/privacy-security). If you do not agree to these Terms, please do not use our services.

You also agree to comply with the applicable Gift Card Fees ("Fees"), which are available on the GiftStation Platform. All prices listed in these Terms and on the GiftStation Platform are in New Zealand Dollars (NZD).

Need Help? Contact Us

Our Customer Service team is here to assist you:

- Within New Zealand: 0800 450 509
- From Overseas: +64 9 888 6792
- Email: CorporatePrezzy@epayworldwide.co.nz

KEY USAGE TERMS

- **1. Registration**. To purchase Gift Cards via the GiftStation Platform, you must create an account. You'll need to provide:
 - (a) Your full legal name (as per government-issued ID);
 - (b) A valid phone number and email address; and
 - (c) A strong, unique password.

Your contact details will be verified. You are responsible for keeping your account information accurate and secure. If you suspect unauthorized access, notify us immediately.

- 2. Gift Card Usage. Gift Cards may be redeemed in-store or online, depending on merchant acceptance. Gift Cards may be used by the purchaser or gifted to another person, provided usage complies with these Terms. Gift Cards fall into two categories:
 - (a) Closed-loop Gift Cards: Redeemable only at the issuing retailer's stores; and
 - (b) *Open-loop Gift Cards:* Usable at any merchant accepting scheme cards (e.g., Visa®, Mastercard®).

Gift Cards are not redeemable for cash. In accordance with the Fair Trading Act 1986, all Gift Cards sold on or after 16 March 2026 will have a minimum expiry period of 3 years from the date of issue. Gift Cards sold prior to this date will retain their originally advertised expiry terms.

3. Geographic Validity of Closed-Loop Gift Cards. Closed-loop Gift Cards offered through the GiftStation Platform are primarily intended for redemption within New Zealand. While some Gift Cards may be accepted internationally, this is solely at the discretion of the issuing merchant.



Customers are responsible for reviewing the merchant's terms and conditions to confirm international usability. epay NZ makes no representation or warranty regarding the acceptance of any closed-loop Gift Card outside New Zealand.

- 4. Merchant Availability and Changes. The list of merchants available on the GiftStation Platform is dynamic and subject to change without notice. epay NZ does not guarantee the continued availability of any specific merchant or product. The inclusion of a merchant on the GiftStation Platform at any given time does not constitute a commitment to ongoing availability. The current list of participating merchants at a given time is available on the GiftStation Platform, and customers are encouraged to check this list prior to purchase.
- **5. Merchant Terms and Limitations**. Each Gift Card purchased via the GiftStation Platform is subject to the specific terms and conditions imposed by the issuing merchant. These may include restrictions on redemption, usage, and expiry. epay NZ is not a party to the merchant's terms and assumes no responsibility for their enforcement or interpretation. By purchasing a Gift Card, you agree to be bound by the merchant's terms in addition to these Terms.
- **6. Merchant Liability**. epay NZ is not liable for the actions, omissions, or business continuity of any merchant whose products are offered via the GiftStation Platform. This includes, but is not limited to, situations where a merchant:
 - (a) Ceases trading or enters liquidation;
 - (b) Changes store locations or online presence; or
 - (c) Alters or discontinues their Gift Card program.

Any merchant location or availability information provided on the GiftStation Platform is for general reference only and may not reflect real-time changes. epay NZ disclaims all liability for inaccuracies in merchant listings and is not responsible for any loss or inconvenience resulting from a merchant's failure to honour a Gift Card.

- 7. Digital/Virtual Gift Card Delivery. Digital or virtual Gift Cards are delivered via email to the address provided at checkout. If you do not receive the email within 24 hours, please check your spam or junk folder before contacting our Customer Service team. If delivery failure is confirmed to the reasonable satisfaction of epay NZ, epay NZ may resend the Gift Card at no additional cost to the customer. epay NZ will not be liable for delivery errors resulting from incorrect or incomplete email addresses provided by the customer. It is the customer's responsibility to ensure the accuracy of all contact details at the time of purchase.
- **8. Physical Delivery Restrictions**. We do not ship physical products to international addresses. All physical orders are delivered exclusively to verified New Zealand addresses via courier. Address validation is conducted through https://www.nzpost.co.nz. PO box deliveries are not permitted. epay NZ reserves the right to reject or delay any order that does not meet these delivery criteria.
- 9. Compliance Review and Verification. All orders are subject to review by epay NZ's compliance team. If any submitted information cannot be verified or validated, delivery may be delayed or suspended. epay NZ reserves the right to request additional documentation or clarification to satisfy its legal and regulatory obligations, including but not limited to anti-money laundering and fraud prevention protocols.
- 10. Activation of High-Value Orders. For security purposes, all Gift Card orders with a face value exceeding \$500 are dispatched in an inactive state. Upon receipt, the customer must follow the activation instructions included with the delivery. Activation requires confirmation of receipt and identity verification. epay NZ reserves the right to withhold activation until all verification steps are completed to our reasonable satisfaction. Failure to comply may result in cancellation of the order without refund.



- 11. Stored value. Gift Cards are prepaid and cannot be reloaded. You may only transact up to the available balance. Additional Fees (e.g., currency conversion) may apply. Check your balance and the Fees listed on the GiftStation Platform before use to avoid declined transactions.
- 12. Exceeding Balance. You must not authorize transactions that exceed your Gift Card's available balance. This includes scenarios where additional charges, such as service fees or currency conversion fees, may apply e.g. where a Gift Card may be held for any potential additional incidental expenses. Cardholders are responsible for checking their remaining balance with the issuing merchant or in their GiftStation account, before undertaking any transaction that may exceed their balance causing a transaction to be declined.
- 13. Refunds. These Terms do not limit your rights under the Consumer Guarantees Act 1993. However, please note that we do not provide refunds if you change your mind after purchase or if the Gift Card has been partially redeemed, except where required by law. All refund requests will be assessed strictly in accordance with applicable consumer protection laws. We reserve the right to decline refund requests that fall outside the scope of our statutory obligations.
- 14. International Usage Restrictions. Use of Gift Cards may be restricted in certain jurisdictions due to international sanctions, regulatory controls, or merchant limitations. These restrictions apply to all Gift Cards issued by epay NZ, including open-loop and closed-loop products. epay NZ reserves the right to block or suspend transactions in any country where usage is prohibited or deemed high-risk. Customers are responsible for confirming whether a Gift Card is valid for use in their intended location prior to purchase or redemption.
- 15. Prohibition on Resale and Transfer. Gift Cards are issued strictly for personal use and must not be resold, redistributed, or used for commercial purposes without prior written consent from epay NZ. Any resale or unauthorised distribution constitutes a breach of these Terms and may result in cancellation of the Gift Card without refund. If a Gift Card is received as a gift, the recipient is deemed to have accepted these Terms upon first use. You may not assign, transfer, or delegate any rights or obligations under these Terms without our express written approval.
- **16. Fraudulent or Illegitimate Ownership**. Any Gift Card obtained or used through theft, fraud, deception, or other unauthorised means is void. epay NZ accepts no responsibility or liability for such Gift Cards and reserves the right to cancel, deactivate, or block them without prior notice. Upon discovery or reasonable suspicion of fraudulent activity, epay NZ may:
 - (a) Suspend or deactivate affected Gift Cards;
 - (b) Refuse redemption or refund;
 - (c) Cooperate with law enforcement and regulatory authorities as required under applicable laws; and
 - (d) Require verification of ownership before reinstatement.

Customers are expected to report suspected fraud immediately and may be required to cooperate with investigations conducted by epay NZ or relevant authorities. Failure to do so may result in loss of funds and waiver of dispute rights.

- 17. Providing Valid Personal Information. You are responsible for ensuring that any personal details, documents, or information you provide during the purchase or use of a Gift Card are accurate, complete, and legitimate. This includes any information requested by epay NZ for verification or compliance purposes. If we have reason to believe that the information you have provided is false or misleading, we may suspend or withhold access to our goods and services until the matter is resolved.
- 18. Ensuring Security of transactions on your Gift Card: You are responsible for the secure use



of your Gift Card. It should only be given to an intended recipient for use. You should not give the Gift Card or Gift Card details to anyone other than the intended user. It is your responsibility to keep the Gift Card safe and secure at all times. Do not leave it unattended or in any location where it could be accessed or removed without your knowledge. epay NZ accepts no liability for any unauthorised use of a Gift Card resulting from a failure to safeguard the Gift Card or its details. Any unauthorized use resulting from a failure to safeguard the Gift Card will not be eligible for dispute or replacement or reimbursement.

- 19. Reporting Gift Card Issues and Lost or Stolen Gift Cards. You are responsible for regularly reviewing your Gift Card transaction history to ensure all transactions are accurate and authorized. If you notice any discrepancies, errors, or suspect unauthorized activity, you must notify us immediately by calling our Customer Service team. If your Gift Card is lost, stolen, or compromised (including disclosure of Gift Card details to an unauthorized party), you must contact our Customer Service team without delay. If your Gift Card is not registered, we may be unable to stop, cancel, or replace it, unless we can verify ownership in some other way. If your Gift Card is registered, we will suspend it as soon as possible upon notification and consider the replacement of that Gift Card with any remaining balance, less applicable replacement card fees. Provided you have complied with these Terms, you will not be held liable for unauthorized transactions that occur after you report the Gift Card as lost or stolen. Timely notification is essential to protect your funds and assist in resolving any issues.
- 20. Reporting Disputed Transactions. If you believe a transaction on your Gift Card is incorrect or unauthorized, you should notify us as soon as possible. For open-loop Gift Cards, notification must be no later than sixty (60) days from the transaction date. Disputes raised after this period may not be eligible for review under the rules of Visa® or Mastercard® ("Card Schemes"). To initiate a dispute, you must complete a Card Transaction Dispute Form, sign it, and send it to: epayNZChargebacks@epayworldwide.co.nz. Once we receive your completed form, our compliance team will review and submit the claim to the relevant Card Scheme for review if applicable. Please note that dispute resolution timelines and outcomes are determined by the Card Schemes, and the process may take up to ninety (90) days or longer, depending on the nature of the claim.
- **21. Suspension**. We may suspend or restrict your Gift Card at any time, without prior notice, if we reasonably suspect that:
 - (a) you are not the rightful owner of the Gift Card, or there is a competing ownership claim;
 - (b) your Gift Card has been lost, stolen, or compromised; or
 - (c) your Gift Card is being used fraudulently or in connection with unlawful activity; or you are in breach of these Terms.

During a period of suspension, we may conduct an internal review to determine the appropriate course of action. We reserve full discretion to either reinstate or cancel the Gift Card based on the outcome of our review. If the Gift Card is registered and you can demonstrate rightful ownership and compliant use to our reasonable satisfaction, we may issue a replacement Gift Card with the remaining balance, at no additional cost.

- 22. Cancellation for Cause. We may cancel your Gift Card immediately and without notice if required by law, court order, or if we reasonably believe the Gift Card has been or is being used fraudulently, unlawfully, or in breach of these Terms. This includes cases where the Gift Card is compromised or subject to a competing claim. If the Gift Card is registered and you can verify rightful ownership and appropriate use to our reasonable satisfaction, we may issue a replacement Gift Card with any remaining balance, at no additional cost.
- **23. Mass Cancellation**. We may cancel Gift Cards as part of a broader withdrawal from the market or a system-wide technology upgrade. In such cases, we will provide at least one hundred and



- eighty (180) days' notice via the GiftStation Platform and a national newspaper. If your card is registered before the cancellation date, we will issue a replacement Gift Card at no cost.
- 24. Data Collection and Privacy Compliance. epay NZ is committed to protecting your privacy. We comply with the requirements of the Privacy Act 2020 ("Privacy Act") and recognize our obligations under other applicable privacy laws in jurisdictions where we operate. We may collect, process and or store personal information for the purposes detailed below. All personal information collected, stored or processed, will be done in compliance with the Privacy Act and any obligations that may arise under other applicable privacy laws in jurisdictions where we operate. You have the right to access and correct your personal information in accordance with the Privacy Act. For more details, please refer to our Privacy Policy.
- 25. Identity Verification. epay NZ may request personal information or supporting documents from you at various points, to comply with our legal and regulatory obligations, and to ensure the security of our products and services. This may occur during the purchase of a Gift Card, or while using the Gift Card, or when you contact our Customer Service team. We may also request information if we need to confirm your identity for compliance purposes. The information we may request includes, but is not limited to, your full name, date of birth, and valid identification documents. These requests can be made at any time, including outside of a transaction or card usage. If you do not provide the requested information, we may suspend or limit access to our goods and services until the matter is resolved.
- **26. Call Recording.** For training, security, and compliance purposes, we may record your phone conversations with our Customer Service team. You will be advised if any such conversation is being recorded. For more information, please refer to our <u>Privacy Policy</u>.
- 27. Transaction and Data Records. In line with our obligations under the Anti-Money Laundering and Countering the Financing of Terrorism Act 2009, we may collect, store, and monitor data related to your use of Gift Cards. This includes purchase and redemption activity, as well as any personal information.
- 28. Intellectual Property. The patents, trademarks, service marks, trade names, registered and unregistered designs, trade or business names, copyrights (including rights in software), database rights, mobile application design and functionality, design rights, rights in confidential information and any other intellectual property rights whatsoever, irrespective of whether such intellectual property rights have been registered or not in and to the GiftStation Platform shall at all times remain the sole property of epay NZ. Nothing herein shall be construed to grant to you any rights and/or interest in and to the intellectual property rights of epay NZ.
- 29. Limitation of Liability. To the maximum extent permitted by law, our liability to you in connection with your use of the GiftStation Platform and the products offered for purchase thereon, is strictly limited. In the event of any loss, error, or issue related to your Gift Card, our total liability will not exceed the unused balance remaining on your Gift Card issued by epay NZ, at the time the issue is reported to us. We will not be liable for products issued by third-party merchants through the GiftStation Platform. We will not be liable for any indirect, consequential, or special losses, including but not limited to loss of profits, business interruption, loss of opportunity, or damage to reputation, regardless of the nature of the claim or the circumstances under which the loss arises. You acknowledge and agree that use of a Gift Card is at your own risk, and that we are not responsible for any reliance placed on the Gift Card for specific purposes or outcomes. This does not affect your rights under the Consumer Guarantees Act 1993 or the Fair Trading Act 1986.
- **30.** Governing Law and Jurisdiction. These Terms are governed by the laws of New Zealand. By purchasing or using any Gift Card through the GiftStation Platform, you irrevocably submit to the exclusive jurisdiction of the courts of New Zealand for the resolution of any dispute, claim, or



proceeding arising out of or in connection with these Terms, the GiftStation Platform, or any related transaction. You waive any right to object to proceedings being brought in New Zealand on the grounds of venue or inconvenient forum.

- 31. Amendments to Terms and Fees. epay NZ reserves the right to amend, update, or modify these Terms or any applicable Fees at any time, at its sole discretion. Any changes will be effective upon publication on the GiftStation Platform. Where practical, we will provide at least fourteen (14) days' notice prior to implementation; however, we may enact changes with shorter or immediate effect where required for legal, regulatory, security, or operational reasons. It is your responsibility to review the Terms regularly. Continued use of the GiftStation Platform or any Gift Card after changes are posted constitutes your binding acceptance of the revised Terms. Changes will not apply retrospectively unless required by law.
- 32. Assignment and Transfer of Rights. epay NZ may assign or transfer without notice any of its rights and obligations under these Terms to any third party, including a related company. Such assignment will not affect your rights under these Terms. If such an assignment occurs, we will notify customers via the GiftStation Platform. You may not assign, transfer, or otherwise dispose of any of your rights or obligations under these Terms other than when transferring a Gift Card free of charge to another individual for the purpose of being used as a gift. If a Gift Card is received as a gift, the recipient will be deemed to have accepted these Terms upon first use.
- **33. Severability**. To the maximum extent permitted by law, if any provision of these Terms is found to be invalid, unlawful, or unenforceable, that provision will be severed, and the remainder of the Terms will remain fully valid, binding, and enforceable.