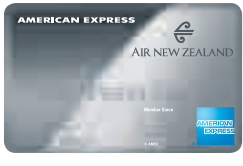
The Air New Zealand American Express Platinum Card Benefits Terms and Conditions.

Effective 1 June 2010



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Air New Zealand American Express Platinum Card – Benefits Terms and Conditions

Effective 1 June 2010

If you have not already accepted these Airpoints Accrual Terms and Conditions, your first use of the Card or Card account will indicate your agreement to these Airpoints Accrual Terms and Conditions

1. Definitions

Accrued Airpoints Dollars™ – Airpoints Dollars accrued as a result of transactions on the Card and Supplementary Card that have not been transferred to the Basic Card member's Airpoints Programme account.

Air New Zealand – Air New Zealand Limited of Air New Zealand House, 185 Fanshawe Street, Auckland 1010.

Air New Zealand Airpoints™ Programme – The Airpoints loyalty programme operated by or on behalf of Air New Zealand.

Airpoints Dollars – The currency of the Air New Zealand Airpoints Programme.

Airpoints Programme – The Air New Zealand Airpoints Programme.

Airpoints Terms and Conditions – The Air New Zealand Airpoints Programme Terms and Conditions.

Air New Zealand American Express Platinum Card Conditions of Use – The terms and conditions issued by American Express from time to time in relation to the use of a Card.

American Express – American Express International (NZ) Inc., Incorporated in Delaware, USA.

Basic Card member – The person in whose name a Card account is opened and who is responsible for all transactions on the Card account.

Bonus Airpoints Dollars – The additional Airpoints Dollars accrued in respect of a purchase made with a Bonus Partner with a Card or Supplementary Card in addition to the standard Airpoints Dollars accrued for that transaction.

Bonus Partner – Merchants who enter into an agreement with American Express in relation to the provision of Bonus Airpoints Dollars to Basic Card members.

Card – Means the Air New Zealand American Express Platinum Card offered, issued, and administered by American Express International (NZ) Inc.,

Card account – The account for the Air New Zealand American Express Platinum Card.

Eligible Charges – Has the meaning set out in Section 5 of these Terms.

Enrolment Date – The date on which American Express opens the Card account.

Flight – Means an Air New Zealand domestic non-stop return flight in economy class between two selected New Zealand cities as set out in Section 7, and is subject to change from time to time.

Status Points – Means the points that are awarded to members of the Airpoints Programme that enable them to achieve or retain tier status within that programme.

Supplementary Card – An Air New Zealand American Express Platinum Card issued to another person at the request of the Basic Card member and on the Basic Card member's Card account.

Supplementary Card member – A holder of a Supplementary Card who is authorised to transact on the Card account.

you and your – The Basic Card member.

we and our – American Express.

2. Eligibility

2.1 The Basic Card member must be a member of the Airpoints Programme to earn and redeem Airpoints Dollars and Status Points. Basic Card members who apply for the Card and are not currently members of the Airpoints Programme will have a new Airpoints Programme account opened on their behalf in order to earn Airpoints Dollars and Status Points. Membership of the Airpoints Programme and the earning and redemption of Airpoints Dollars and Status Points are subject to the Airpoints Programme Terms and Conditions. Please refer to www.airnewzealand.co.nz/airpoints or call the Air New Zealand contact centre on 0800 737 000 for a copy.

2.2 The Basic Card member must advise American Express if his or her Airpoints Programme membership number has been captured incorrectly on receipt of their Card. If American Express has not been notified of the correct Airpoints Programme membership number, Airpoints Dollars may not be able to be transferred to the Airpoints Programme account.

2.3 The Basic Card member shall be able to access their Airpoints Programme account statements online only and shall not receive paper Airpoints Programme statements. Airpoints Programme statements can be viewed by logging into myairnz.co.nz

3. Earning Airpoints Dollars

3.1 Every Basic Card member will earn one Airpoints Dollar for every seventy-five New Zealand dollars (NZD75) of Eligible Charges billed to the Basic account. Accrued Airpoints Dollars will be calculated on the basis that 0.04 Airpoints Dollars will be earned for every three New Zealand dollars (NZD3) of Eligible Charges.

3.2 If in a given monthly cycle the total Eligible Charges do not equal $3 or a multiple of $3 dollars, any Eligible Charges that do not earn Airpoints Dollars shall be rolled over to the next monthly cycle.

3.3 The Basic Card member may from time to time accrue Bonus Airpoints Dollars when the Basic Card member or Supplementary Card member makes a purchase with a Bonus Partner. Bonus Partners may change from time to time. Details are available from American Express.

4. Status Points

4.1 Every Basic Card member will earn one (1) Status Point for every two hundred and fifty New Zealand dollars (NZD250) of Eligible Charges.

4.2 Status Points will be awarded and calculated by Air New Zealand monthly, based on the number of earned Airpoints Dollars. If in any given statement period the total Eligible Charges do not equal $3 or a complete multiple of $3 dollars, any portion of Eligible Charges that have not earned Status Points shall be carried forward to the following statement period.

4.3 Status Points are used for Airpoints Programme membership tier upgrades, to maintain tier status and for other benefits in accordance with the Airpoints Terms and Conditions. To upgrade or retain Airpoints tier status, at least half of the required Status Points must come from qualifying flights with Air New Zealand or Star Alliance partners. Visit airnewzealand.co.nz/airpoints for details on the number of Status Points required.

5. Eligible Charges

5.1 For the purpose of earning Airpoints Dollars and Status Points, "Eligible Charges" means charges made to the Basic Card member's account in respect of goods and services. Eligible Charges exclude:

a. charges prepaid prior to the first billing statement for that account following the Enrolment Date;

b. cash advances and other cash services;

c. American Express Travellers Cheque and gift cheque purchases;

d. charges for dishonoured cheques;

e. interest charges;

f. annual Card fees;

g. late payment charges; and

h. all other fees and charges applied to the Card account.

5.2 Balance transfers from other card accounts are not eligible to earn Airpoints Dollars or Status Points on the amounts transferred. American Express reserves the right to change this provision at any time and may offer Airpoints Dollars and/or Status Points on balance transfers as part of specific promotions and subject to any conditions it thinks fit.

5.3 When the Basic Card member or Supplementary Card member obtains a refund or reimbursement for items purchased on the Card or Supplementary Card as applicable, a credit is posted to the Card account in the amount of the refund or reimbursement. This credit will reduce the Accrued Airpoints Dollars and/or Status Points to reflect the refund or reimbursement.

6. Airpoints Programme Fees

6.1 **Airpoints Programme Joining Fee and Annual Account Fee** – The Airpoints Programme joining fee and annual account fee in respect of the Basic Card member's Airpoints Programme account will be waived for the duration that the Card account remains open and in good standing. If the Card account is closed or cancelled at any time for any reason the Airpoints Programme annual account fee may become immediately applicable.

6.2. **Koru Fees** – The Basic Card member shall be entitled to a waiver of the Koru joining fee and a discount of $145 on one-year Koru memberships for individuals, subject to the Air New Zealand waiver application instructions. The Koru joining fee waiver and the discount on the Koru annual membership fee may only be used in conjunction with one-year Koru memberships for individuals and cannot be used in conjunction with Koru memberships for two years, corporate memberships, senior memberships, partner renewal memberships or annual guest cards. The Koru joining fee and/or Koru annual membership fee will not be refunded if it has already been paid to Air New Zealand.

7. Flights

7.1 Basic Card members are entitled to one flight on Air New Zealand direct domestic routes in selected economy booking classes per year of Card membership. A year is defined as the period starting on the date on which the applicable Card account is opened by American Express (anniversary date) and expiring on the day before the anniversary date each year thereafter. Flights must be booked before the end of the year in which the Basic Card member became entitled to that flight. Flight benefits cannot be carried forward to any subsequent year.

7.2 To qualify for a flight the Basic Card member must have paid the minimum amount on their first and most recent Card statements by the due date and have maintained their Card account with American Express in good standing.

7.3. Subject to applicable laws, American Express reserves the right to change these flight conditions or the offer of flights from time to time without notice, including but not limited to the right to charge fees for flights or to stop offering flights.

7.4 Eligible Card members may book their flight in the name of another individual, but not for an unaccompanied minor.

7.5 Each flight must be a non-stop return flight between two New Zealand cities.

7.6 All flights are subject to availability and American Express does not guarantee that seats or tickets will be available on the dates or at the times you may wish to fly. Seat availability may be strictly limited to certain dates and/or flights and it may be more difficult to book seats around public holidays, school holidays or special events.

7.7 The flight benefit is available for all direct routes on the Air New Zealand domestic flight network in the selected grabaseat™ booking class. If your chosen flight is not available in the selected grabaseat booking class on your chosen date of travel, you may travel in any other available booking class subject to your paying the difference between the selected grabaseat fare and the fare applicable to that class. You may not use Airpoints Dollars to pay this additional charge.

7.8 All travel is subject to the Air New Zealand grabaseat Terms and Conditions and Air New Zealand Conditions of Carriage, as amended from time to time. No Airpoints Dollars will be awarded for travel on these flights and flights will not be eligible for upgrades using Airpoints Dollars. Air New Zealand may change, cancel or restrict flight operations without notice. The Air New Zealand Conditions of Carriage are at www.airnewzealand.co.nz/conditions_of_carriage.htm

7.9 Tickets for flights may not be sold, transferred, endorsed, refunded or exchanged for cash. This flight benefit may not be combined or taken with any other promotion, discount, negotiated or corporate rate.

7.10 **To book:** You agree to follow booking procedures for flights as advised by American Express from time to time. To redeem the flight, contact Air New Zealand American Express Platinum Card Services by telephone on 0800 332 268 between **9.00am** and **5.30pm** Monday to Friday. From overseas, call +64 9 583 8287. Once your eligibility has been confirmed, American Express Membership Travel Services will process your booking.

7.11 After a flight has been booked, changes may be made in accordance with the Air New Zealand grabaseat Terms and Conditions; visit www.airnewzealand.co.nz for details. If you wish to change the time and/or date of a booked flight, contact Air New Zealand American Express Platinum Card Services by telephone on 0800 332 268 between **9.00am** and **5.30pm** Monday to Friday. From overseas, call +64 9 583 8287. Such changes are at Air New Zealand's discretion and at the time of making the change you must pay:

a. the standard Air New Zealand Change Fee;

b. the difference between the ticketed fare value and the fare for the new booking plus applicable GST and new or increased surcharges, fees and taxes payable; and

c. any other applicable fees plus applicable GST as charged by American Express. Currently the American Express re-issue fee is $27.00 including GST per booking.

7.12 American Express does not own or operate any airline or aircraft. American Express is not liable for service deficiencies on the part of airlines or other service providers, including but not limited to: accidents, injuries, infections and illnesses; delays and diversions; changes in routes or itineraries; loss, theft or damage to possessions.

7.13 When you are eligible for a flight and you make a booking, you authorise American Express to provide your personal information to Air New Zealand and for Air New Zealand to provide American Express with information on the flight booking to enable American Express to administer the flight.

7.14 American Express reserves the right to refuse flight benefits where there is reasonable suspicion of attempted or actual fraud or misuse. If you obtain a flight benefit to which you are not entitled, you agree to pay us the normal fare for that flight plus all applicable surcharges, fees and taxes.

8. General

8.1 Spend on Supplementary Cards will accrue Airpoints Dollars and Status Points for the Basic Card member.

8.2 Accrued Airpoints Dollars are not the property of the Basic Card member or Supplementary Card member and are not transferable to another Card account, whether by operation of law or otherwise, either to any other person or entity.

8.3 Accrued Airpoints Dollars have no monetary value.

8.4 If any Card Account is not in good standing, the Basic Card member's privilege to earn Airpoints Dollars or Status Points may be cancelled and/or Accrued Airpoints Dollars or Status Points may be forfeited. American Express reserves the right to withdraw all Card benefits from the Basic Card member and Supplementary Card member due to the Basic Card member's or the Supplementary Card member's failure to adhere to the Air New Zealand American Express Platinum Card Conditions of Use.

8.5 If a Basic Card member cancels the Card account, or if for any reason American Express cancels the Card account, any Accrued Airpoints Dollars that have not been transferred to the Airpoints Programme will be forfeited.

8.6 Accrued Airpoints Dollars will be automatically transferred to your Airpoints Programme account on a monthly basis. The

monthly Card account statement will specify the number of Accrued Airpoints Dollars accumulated during that month to be transferred to the Airpoints Programme account. The total Airpoints Dollars earned during your monthly Card statement cycle may not all appear on your Airpoints Programme statement for the next month as the transfer occurs **approximately six days prior** to the end of your Card statement cycle. Any Airpoints Dollars and/or Status Points for transactions on your Card account made after the transfer date will appear on your next month's Airpoints Programme statement.

8.7 American Express assumes no responsibility for Airpoints Dollars transferred to the Airpoints Programme or for the actions of Air New Zealand in connection with its Airpoints Programme or otherwise.

8.8 American Express assumes no responsibility for any loss of whatever nature resulting from the redemption of Airpoints Dollars from the Airpoints Programme.

8.9 Air New Zealand can suspend or terminate the Airpoints Programme at any time it deems appropriate. In such a case, American Express shall give advance written notice to Basic Card members.

8.10 American Express reserves the right to change these Benefit Terms and Conditions at any time including, but not limited to, Airpoints Dollar and Status Point earn rates. American Express will notify Basic Card members of changes to these terms and Basic Card members and Supplementary Card members will be bound by those changes.

8.11 Fraud and abuse relating to the accrual of Airpoints Dollars and Status Points may result in forfeiture of Airpoints Dollars and Status Points as well as cancellation of the Card account.

8.12 The Basic Card member is solely responsible for any government tax, duty or other charge imposed by law in any country in respect of the Basic Card member's and the Supplementary Card member's use of the Card.

8.13 All questions or disputes regarding eligibility for Airpoints Dollars and/or Status Points or the transfer of Accrued Airpoints Dollars to the Airpoints Programme will be resolved by American Express at its sole discretion. (Any such questions or disputes must be brought to the attention of American Express and resolved within 12 months. Additionally, any Airpoints disputes must be raised and resolved within 12 months from when the Airpoints Dollars are first credited to or deducted from Airpoints Programme account.)

8.14 American Express failure to enforce a particular term or condition does not constitute a waiver of that term or condition by American Express.

8.15 American Express may assign its rights under these Terms and Conditions at any time without the Basic Card member's or the Supplementary Card member's consent.

8.16 Use of the Card and any Supplementary Cards and Card account is subject to the Air New Zealand American Express Platinum Card Conditions of Use.

8.17 Airpoints Dollars are governed by and subject to the Airpoints Programme Terms and Conditions.

8.18 These terms and conditions are governed by the laws of New Zealand.

9. Privacy and Personal Information

The American Express Privacy Policy Statement sets out policies on management of personal information. In accordance with the *Privacy Act 1993,* you can access personal information about you held by American Express International (NZ) Inc., and advise if you think it is inaccurate, incomplete or out of date.

To arrange access to personal information about you, request a copy of the American Express Privacy Policy Statement or enquire generally about privacy matters, write to – The Privacy Officer, American Express International (NZ) Inc., PO Box 4005, Auckland 1015.

In this section 'personal information' means information about you, including about your financial circumstances and the use and administration of the Air New Zealand American Express Platinum Card. You agree that, subject to the *Privacy Act 1993,* we and our agents may do the following:

(i) **(Partners)** – Provide personal information to Air New Zealand, its agents, affiliates and related companies for the purposes of marketing, planning, product development and administration of the Air New Zealand American Express Platinum Card and the Airpoints Programme and seek from and exchange with such organisations personal information about you.

(ii) **(Our service providers)** – Transfer personal information confidentially to our related companies and other organisations which issue or service the Air New Zealand American Express Platinum Card, subject to appropriate conditions of confidentiality. This includes transferring personal information to the USA or other countries for data processing and servicing.

(iii) **(Call monitoring)** – Monitor and record your telephone conversations with us from time to time in order to train our staff and control our service quality.

For correspondence:

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Platinum Card Programme
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New Zealand

All information correct 1 June 2010

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