

Q Mastercard®

Privacy Statement



1. YOUR INFORMATION

1.1 How we collect information

- 1.1.1 We may obtain information and make such enquiries about you for the purposes set out below as we may consider warranted from any source, including directly from you (or any persons authorised by you), from our merchant partners, any member of the Wider Group or from referees, credit reference, fraud prevention and identity verification agencies.

1.2 Your related persons

- 1.2.1 When you (or any persons authorised by you) give us information that relates to another person (for example, if you are a Primary Cardholder and you provide information to us that relates to your Additional Cardholder) (that person being the **related person**) and that information is relevant to your relationship with us, you confirm that your related person consents to us collecting, using, holding and sharing their information for the purposes set out below (except in relation to paragraph 1.3.1(j)), where we will only do so with the further consent of the related person) and any additional purposes for which the information was collected for.

1.3 How we use your information

- 1.3.1 We may use, hold and share your and your related person(s)' information with other members of the Wider Group, our merchant partners and third party service providers and agents who help us deliver our products and services (including companies that produce our cards). Your information is used by us and them:
- (a) to assess and process applications (including verifying your identity, perform sanctions screening and credit reports);
 - (b) to assess your credit worthiness and manage your Credit Limit from time to time;
 - (c) to establish, administer and manage your Card or Account and to provide requested products and services to you;
 - (d) to collect any money you may owe us;
 - (e) to communicate with you about your Card or Account;
 - (f) to maintain credit records with us, external credit reference, credit bureau, and fraud prevention agencies (including Credit Reporters);
 - (g) to conduct market research and undertake modelling and analysis of purchase history including transaction patterns and preferences, to develop new products and services and improve the relevance of offers we make;
 - (h) for training, quality control and verification purposes;
 - (i) to prevent and detect crime, including fraud and money laundering;
 - (j) to offer insurance and other products or services provided by us, any of our merchant partners, any member of the Wider Group or other third parties that we have carefully selected.
- 1.3.2 We will not send you marketing or advertising materials if you have asked us not to.

1.4 Sharing your information

- 1.4.1 Subject to paragraph 1.3, we will never pass your details (and details of your related person) on to another party, except:
- (a) where we have permission to do so;
 - (b) where we are required by law and/or by law enforcement agencies, government entities, tax authorities or regulatory bodies;
 - (c) to credit reporting agencies in connection with us providing credit to you, or recovering from you any amounts that you may owe under any contract you have with us. This information may include "credit information" as defined in the Credit Reporting Privacy Code 2004 (which

may include for example, repayment history, details relating to your Account and payment defaults which they may use to update their database and who may disclose any information they hold about you to their own customers for credit reporting purposes);

- (d) to the Police, or any other government or financial regulatory body who assists in the investigation, prevention and detection of crime in New Zealand or any other country;
- (e) to financial services organisations we bank with, and who are required by law or regulation to obtain information about our customers;
- (f) to any potential assignee or transferee;
- (g) to any member of our Group where they are performing a service for us that will assist in servicing your Account.
- (h) when we suspect that unlawful activity has been or may be engaged in and the relevant information is a necessary part of the investigation into or reporting of the suspicion to the appropriate authorities.

1.5 What will happen if we cannot collect, use, hold or share information

- 1.5.1 Subject to your rights under law, if you do not give us the information we ask for or you do not consent (or withdraw your consent) to us collecting, using, holding or sharing Your Personal Information, we may not be able to provide you with new, or continue to provide you with all or any part of our products or services.

1.6 How we store information

- 1.6.1 We take our obligations to you seriously, and understand the need to keep Your Personal Information confidential and secure. We store Your Personal Information securely in electronic and hard-copy form. We update our technology regularly to help protect your information. To help prevent Unauthorised Transactions, we also recommend you take steps to keep any information about you, your Card, your nominated email account, mobile device and your Account safe.

1.7 Length of time we keep your information

- 1.7.1 We will keep your information for as long as it is required by us, or other members of our Wider Group (even if you close your Account) in order to comply with legal and regulatory requirements or for other operational reasons we deem necessary, including dealing with any queries relating to your Account.

1.8 Keeping your information up-to-date

- 1.8.1 We will take reasonable steps to make sure that Your Personal Information that we hold is accurate, complete and up-to-date. If Your Personal Information changes, including for example, your name, email address, telephone number, billing or residential address, please contact us so that we can continue to provide you with our products and services.

1.9 Recording

- 1.9.1 Any communications (through any means) between you and us (including any third party service providers and agents who help us deliver our products and services) may be recorded for security, record keeping, Account maintenance and/or training purposes.

1.10 Communicating With You

- 1.10.1 You agree that we can use electronic communication (including but not limited to email, text messaging or instant messaging) to communicate with you, to provide you with notices, changes to these terms and conditions (including any disclosure that we are required to make under the CCCFA) or for any other reason. You agree that any such communication may include a link to such information and may not always include a functional unsubscribe facility.

1.11 Access to your Information

- 1.11.1 You have the right to access and request correction of any of your information that is held by us. If you wish to, please contact us in writing using the contact details set out on page 1 of your terms and conditions.

1.12 Managing your Account electronically

- 1.12.1 Our website privacy statement contains further information relevant to your use of our websites and the electronic management of your Account.

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