

# RD1 SuperCard Application Form

## SECTION 1 – RD1 ACCOUNT HOLDER DETAILS

RD1 Account Name:  RD1 Account No:

### ACCOUNT ADDRESS

Number:  Street Name:   
Suburb / RD:  City:  Postal Code:

## SECTION 2 – CARDHOLDER DETAILS

Cardholder Name:  Date of Birth:  Day  Month  Year

Name to Appear on Card:  If different to Cardholder named above Preferred Monthly Credit Limit:

Address:  If different from Account address above Please tick box if Primary Contact for RD1 Account queries

Suburb / RD:  City:  Postal Code:

Telephone:  Area Code  Number  Mobile:  Number

### Important

By signing this Application I acknowledge that I have read, understand and agree to the terms and conditions on the reverse. In particular I acknowledge that I will be liable jointly and severally with the RD1 Account Holder named above for all amounts owing on all cardholders' RD1 SuperCards issued in relation to the above RD1 Account.

Cardholder Signature:

### CARD TYPE

All Purchases  Identification Only

## SECTION 3 – ADDITIONAL CARDHOLDER DETAILS

Additional Cardholder Name:  Date of Birth:  Day  Month  Year

Name to Appear on Card:  If different to Cardholder name above Preferred Monthly Credit Limit:

Address:  If different from Account address above Please tick box if Primary Contact for RD1 Account queries

Suburb / RD:  City:  Postal Code:

Telephone:  Area Code  Number  Mobile:  Number

### Important

By signing this Application I acknowledge that I have read, understand and agree to the terms and conditions on the reverse. In particular I acknowledge that I will be liable jointly and severally with the RD1 Account Holder named above for all amounts owing on all cardholders' RD1 SuperCards issued in relation to the above RD1 Account.

Cardholder Signature:

### CARD TYPE

All Purchases  Identification Only

## SECTION 4 – ACCOUNT HOLDER AUTHORISATION

### Important

By signing this Application, I/we:

- (a) represent and warrant that I am / we are the RD1 Account Holder named above or are authorised to sign on behalf of the RD1 Account Holder named above;
- (b) authorise the issue of RD1 SuperCards to the cardholders listed above:

- (c) acknowledge that the RD1 Account Holder will be liable jointly and severally with the cardholder(s) named above for payment of all transactions arising from use of these cards;
- (d) acknowledge that any breach of the terms and condition on the reverse may result in legal action and/or termination of the cards; and
- (e) acknowledge that I/we have read, understand and agree to the terms and conditions on the reverse.

Full name(s) of RD1 Account Holder:

Name:  Signature:

Name:  Signature:

Date:



## SECTION 5 – TERMS AND CONDITIONS

### 1. Acceptance of Conditions

These terms and conditions are a contract between you (the person in whose name the RD1 SuperCard (card) account has been opened) (the RD1 Account Holder) and each holder of a card on that account (each a cardholder) and RD1 Limited. By signing the Application form or by accepting and using your card you confirm your acceptance of these terms and conditions.

### 2. Ownership of Card

The card is issued by RD1 Limited and remains the property of RD1 Limited at all times. RD1 controls the use of the card and you are accountable to RD1 for its use at all times.

### 3. The Card

Each card will contain the following;

- a unique card number
- the RD1 Limited Account name
- your name (optional)
- expiry date

Each card will be issued with a confidential PIN. You must keep this safe and confidential. Each card is subject to purchase and credit limits. For details of the limits or to request changes to the limits, please contact us. Only the RD1 Account Holder can request changes to limits.

For each card issued to Fonterra Co-operative Group Limited (Fonterra) suppliers, a charge of \$14.95 per annum including GST will apply. For all other cards issued a charge of \$25.00 per annum including GST will apply.

### 4. Use of the Card

Your card can only be used in New Zealand at participating merchants.

You must ensure that your card carries your signature and is only used during its valid period of use. When using the card, you must either use a PIN or sign your name in the spaces provided on the sales voucher provided by the merchant. You are responsible for ensuring the correct sale amount is entered when using your PIN or signing the sales voucher. By entering the PIN or signing the sales voucher you are authorising the product purchase and this will be charged to the

RD1 Account of the RD1 Account Holder.

If you incorrectly enter your PIN 3 consecutive times the card will be automatically locked and unavailable for 24 hours. Your card will be automatically reset after this time. The RD1 Account Holder named in the Application form accepts liability arising from your use of the card.

### 5. Additional Cards

You must not let any other person use your card, card number or PIN. Should you need additional cards, they may be issued to a person nominated by the RD1 Account Holder provided such nominated person is over 18 years of age. In such cases the card must carry the signature of the nominated person. This enables goods to be charged to the RD1 Account of the RD1 Account Holder. The RD1 Account Holder will be bound by the use of any additional cards as if the RD1 Account Holder had used them personally.

Each additional card on an account will be charged at a rate of up to \$25.00 per annum including GST.

### 6. Purchases

Cards will only be accepted by participating merchants. You cannot cancel a transaction charged to your card. RD1 will not be liable for any failure of participating merchants to supply goods, the refusal of any outlet to accept your card or to decline payment via

the card nor will RD1 be responsible in any way for the quality or fitness for purpose of any goods or services purchased using your card. You should retain your original sales docket as proof of purchase for all warranty claims. RD1 shall in no way be liable for any such claims, and they should be referred to the selling merchant.

The RD1 Account Holder who has authorised the issue of additional cards and each cardholder are liable jointly and severally for all amounts owing on cardholders' cards. This means that the RD1 Account Holder or any one or more cardholders may be required to pay the outstanding balance owed on an account.

### 7. Security and loss of Card

You must contact RD1 immediately if;

- your card is lost or stolen, or is in the possession of someone else, or
- you become aware that your PIN has become known to someone else, or
- you become aware your card has been misused.

You must give all information RD1 reasonably requests regarding the loss or misuse of the card. RD1 may pass on related information to participating merchants, banks, the police or those involved in processing card payments. Until RD1 receives any such notice you are liable for any transactions conducted by any unauthorised person. A fee of \$14.95 + GST will be charged to replace lost/stolen cards. A 24 hour toll free number (0800 731 266) is available to report lost/stolen/misused cards.

### 8. Cancellation and suspension

You may suspend or cancel your card at any time by forwarding a written request to RD1 Head Office or to any RD1 Store Manager.

RD1 may cancel or suspend your right to use your card at any time (including, without limitation, if credit or purchase limits are exceeded and/or payments are not made by the 20<sup>th</sup> of the month following purchase). Once such action is requested or notified, you must return the card immediately to RD1 Limited, PO Box 9045, Hamilton 3240 or to your nearest RD1 Store.

RD1 may also require the RD1 Account Holder or any one or more cardholders to immediately pay the outstanding balance of the account including all charges accruing until the date of cancellation and any reasonable costs incurred by RD1 in collecting payments.

Following suspension or cancellation of your card you, other cardholders and the RD1 Account Holder have a continuing liability to pay outstanding amounts, including from transactions subsequently debited to the account, and any interest, fees and other charges payable under these terms and conditions.

### 9. Monthly accounts and credit limits

When your card is issued, the mailer on which the card is attached will contain details of the credit limit associated with that card. The RD1 Account Holder can request a change to your credit limit by calling RD1 Customer Support Centre on 0800 731 266. RD1 will issue the RD1 Account Holder with a statement following the close of each calendar month. The statement will provide details of all purchases made during the month using your card.

- For fuel purchases, the statement will detail the date of the transaction, the merchant where the transaction took place, the quantity and type of fuel purchased, the unit price, GST amount and total amount due.

- For non fuel transactions the statement will detail the date of the transaction, the merchant where the transaction took place, GST amount and the total amount due.

The RD1 Account Holder is responsible for checking the monthly statement to ensure the purchases recorded are correct. Any disputed or unauthorised transactions appearing on the statement must be notified to RD1 with 10 days from the date of the RD1 Statement. RD1 reserves the right to reject any claim of error at its discretion.

Both the RD1 Account Holder and each holder of a card on that account are jointly and severally liable for amounts debited to the card account. RD1 may debit your card with fees and other charges. These are subject to change and are provided on [www.RD1.com](http://www.RD1.com). The amount due on the monthly statement and RD1's other charges must be paid on the 20<sup>th</sup> of the month following purchase, without any set-off or deduction. Any amount charged to the account in excess of the credit limit advised to you from time to time is payable on demand.

RD1 reserves the right to suspend or permanently cancel card facilities if credit limits are exceeded and/or payments are not made by the 20<sup>th</sup> of the month following purchase. RD1 reserves the right to take reasonable action to recover any outstanding debt and reverse any discounts or credit rebates obtained by using the card and appearing on the invoice. Interest will be charged on all overdue balances from the date payment was due until it is paid at the prevailing interest rate detailed on [WWW.RD1.COM/interest](http://WWW.RD1.COM/interest). If no such rate is detailed the rate of 24% per annum shall be applicable.

You must immediately pay all costs (including legal costs on a solicitor-client basis) incurred in collecting or attempting to collect your overdue payments. RD1 may deduct payments which are required to be paid to RD1 from any money owed to the RD1 Account Holder or you by Fonterra or any of its related companies.

When RD1 makes payment to suppliers for goods and services you have purchased RD1 may receive a rebate, commission or fee from the supplier for providing marketing and billing services.

### 10. RD1/Fonterra staff

If you are employed by RD1 or Fonterra or any of their related companies, on termination of your employment, you must immediately contact RD1 to make arrangements for either the continued use of the card(s) or the return of the card(s) to RD1. RD1, Fonterra, and their related companies retain the right to deduct any unpaid debt from your final pay.

### 11. Liability of RD1

Other than as required by law or as expressly provided in these terms and conditions, RD1 is not liable to you in respect of any loss of any nature arising in connection with the card whether in contract, in tort (including negligence), under statute, at common law, in equity, or on any other basis whether similar to the foregoing or not. Despite the foregoing, should RD1 be found liable to you then, to the extent permitted by law, such liability will be limited to \$5,000.

### 12. Changes to these terms and conditions, and charges

RD1 may vary any or all of these terms and conditions at any time. When informing you of a variation to these terms and conditions RD1 will give at least 14 days notice of such variation, either by direct communication

or by notice in the media (including public notices) or by posting on its website. No prior notice of a variation will be given where the variation is to protect you or the security of the card system. RD1 may change the interest rate, and fees and charges payable on a card account at any time without notice.

### 13. Confidentiality of your Information

RD1 will collect, hold and use information about you for the purposes of:

- determining your suitability as a holder of a card or to increase the limits on your card;
- providing you with information about merchants accepting cards;
- managing your relationship with us;
- monitoring your card account for fraud and crime detection purposes.

You authorise us to obtain information about you from our related companies for the above purposes.

Your information may be given to:

- our related companies;
- our agents and other third parties that provide services to us;
- the police, certain government agencies, and financial institutions where we reasonably believe that disclosure will assist the detection and/or prevention of fraud or criminal offences;
- credit reporting agencies, other credit providers and debt collection agencies;
- any other party authorised by you.

Certain laws require us to disclose your information.

You authorise us to:

- make enquiries relating to your credit record or other information relevant to the provision of credit to you (now or in the future), from credit reporting agencies and other credit providers. You also authorise those parties to provide such information to us.
- disclose your information (including default information and ongoing credit account information) to credit reporting agencies who will hold and use that information to provide their credit reporting services. This will mean that they may disclose any information they hold about you to eligible customers of their credit reporting services.

We will do our best to ensure that the information we hold about you is accurate. Personal advice of any changes to your personal contact details will help us do this. Your information will be collected and held by RD1 Limited, Level 1, 19 Home Straight, Te Rapa, Hamilton. You have rights of access to, and correction of, personal information (as defined in the Privacy Act 1993) held by us.

### 14. General

You consent to receive disclosure, notices and other communications from us in electronic form, whether by means of our website, email or other electronic communication.

We may from time to time choose not to enforce our rights against you. If we choose not to exercise rights against you, we can still do so later.

These terms and conditions are governed by and are to be construed in accordance with New Zealand law. You and we submit to the non-exclusive jurisdiction of the New Zealand courts.

**Please contact the RD1 Customer Support Centre on 0800 731 266 for any more information.**

*Effective June 2013*