

# Terms and conditions for participating business

In completing the SuperGold Card Business Partner Application Form the business ("you") agree to the following terms and conditions if the Ministry of Social Development ("us", "we", or "the Ministry") approve the application (this "agreement"):

To discuss any part of these terms and conditions please contact the SuperGold Business Centre on 0508 65 00 00 or by email to [businesspartners@supergold.govt.nz](mailto:businesspartners@supergold.govt.nz)

## Business Partner Application Process

1. As part of the application process you:

- consent to us making enquiries into your trading activities, or any other relevant information, as part of the process for making a decision on the application
- understand we reserve the right, at our discretion, to reject any application.

## SuperGold Card Business Partner Practices

2. As a SuperGold Card Business Partner you agree:

- to make available a specific discount or value-added product or service (as described in the application form) for the benefit of SuperGold cardholders that:
  - (i). creates a benefit or advantage beyond that which the same person would enjoy if they did not have a SuperGold Card or be entitled to any other discount or special product or service offer; and
  - (ii). is made available to SuperGold cardholders throughout the term specified in the application form or such longer term agreed to by the parties
- to clearly display SuperGold Card logos in all business outlets listed in this application form
- to ensure that your employees and representatives act respectfully and professionally towards all SuperGold cardholders wishing to use the SuperGold Card in your business outlet
- not to represent us as the provider or supplier of the discount or value-added product or service
- not to advertise involvement with the SuperGold Card scheme in any way which, in our reasonable opinion, negatively impacts on us or the Government
- to ensure the public are aware that you are responsible for any fault with the product or service delivered
- that we may publish information that you provide to us (such as the company name, physical address, contact numbers and the discount offered to SuperGold cardholders) that you provide to us in an online directory and in any other marketing material that we may produce from time to time
- that we will treat any complaints received about you relating to the SuperGold Card seriously and will discuss these with you as appropriate.

3. The Ministry will provide you with the following support:

- a listing in the online website of SuperGold Card Business Partners
- a supply of window decals with the SuperGold Card logo printed on them
- free phone support available within our normal business hours
- our only liability where we fail to provide any of the above support is to re-supply the relevant service.

4. If you fail to comply with these terms and conditions then:

- we may advise you in writing that you have ceased to be a SuperGold Card Business Partner
- in the event that you cease to be a business partner, you will immediately remove all SuperGold Card logos from display and cease to promote yourself as a SuperGold Card Business Partner.

## General Terms and Conditions

5. You agree:

- to keep us fully indemnified against any costs (including legal fees), claims, damages and expenses in the event you fail to perform your obligations under this agreement
- other than as set out in clause 3, we will not be liable (in contract or tort, including negligence, or otherwise) to you for any direct or indirect damage (including punitive damages), loss (including profits, business or economic loss) or cost caused or contributed to by us or any of our employees or representatives in relation to this agreement
- to comply at all times with applicable laws in relation to advertising and the sale of products and/or services as a SuperGold Card Business Partner.

6. You acknowledge that you and the Ministry are subject to the Privacy Act 1993 and that you will ensure that all information obtained from SuperGold cardholders will be treated as required by the Act.

7. Both parties acknowledge they are subject to the provisions of the Official Information Act 1982 and as such:

- any information held by you for the purpose of this agreement is treated as if held by the Ministry
- you must immediately forward to the Ministry any request made under the Act that is received by you
- you must, on request, supply to the Ministry any such information specified by us to enable us to comply with our obligations under the Act.

8. You agree you will not disclose the subject matter of this agreement or any other information received from us under this agreement to any third party other than:

- as required by law or, if the Business Partner is a company subject to the New Zealand Stock Exchange Listing Rules, as required by those rules
- your professional advisers
- information already in the public domain other than through any breach of this clause
- as is permitted by this agreement or required to perform any obligation under this agreement.

9. The Ministry and you will try to resolve disputes between the Ministry and you amicably and through good faith discussions. If the dispute is not resolved within 3 weeks of it being brought to the parties' attention then either you or the Ministry may propose mediation. The Ministry and you will endeavour to agree on and appoint a mediator.

10. Neither the Ministry nor you will be liable for a failure to perform under this agreement if it is due to a cause reasonably beyond the control of that party and that party uses reasonable endeavours to perform despite the cause.

11. The only way this agreement can be varied is by agreement in writing by authorised representatives of both you and the Ministry.

12. We will treat the administration contact identified in the application as your authorised representative unless and until you notify us in writing of a replacement administration contact.

13. For the purposes of this agreement, 'in writing' includes emails.

