

WorldFirst World Card Cashback Promotion

Terms & Conditions

These terms and conditions (these "**Terms and Conditions**") govern the Promotion. By participating in the Promotion, you confirm that you accept these Terms and Conditions and agree to comply with them.

1. Definitions and Interpretation

In these Terms and Conditions, the following words and expressions shall have the following meanings:

- 1.1 **"Cashback Reward"** shall have the meaning given to such term in clause 4.2;
- 1.2 **"Eligible Transactions"** means any cross-border transactions in the categories of travel and entertainment, digital marketing, software subscription (SaaS) and e-commerce and business logistics transactions with a third-party vendor or a service provider permitted by WorldFirst, payment of which is made online through the World Card(s) of the Participant, but excluding Excluded Transactions;
- 1.3 **"Excluded Transactions"** shall have the meaning given to such term in clause 4.7;
- 1.4 **"Promotion"** shall have the meaning given to such term in clause 2;
- 1.5 **"Promotion Period"** shall have the meaning given to such term in clause 3**Error! Reference source not found.**;
- 1.6 **"Reward Criteria"** shall have the meaning given to such term in clause 4.1;
- 1.7 **"WorldFirst"** refers to World First Pty Ltd;
- 1.8 **"World Account Terms"** means all of the prevailing terms and conditions, including the privacy policies, governing the World Accounts;
- 1.9 **"World Card Terms"** means all of the prevailing terms and conditions between you and WorldFirst, including the privacy policies, governing the World Cards;
- 1.10 **"World Card"** means the World Card issued by WorldFirst to a World Account user to be used for payment of Eligible Transactions.

2. Description of the Promotion

A WorldFirst customer (**"Participant"**) that is registered in New Zealand, and satisfies the Reward Criteria may be eligible to receive the Cashback Reward (the **"Promotion"**).

3. Promotion Period

The Promotion Period begins at 00:00:01 on 1 May 2025 and ends at 23:59:59 on 30 June 2025 (AEST/AEDT time).

4. Cashback Reward

- 4.1 A Participant may be eligible to receive the Cashback Reward, provided that:
 - 4.1.1 during the Promotion Period, such person has successfully applied for World Card; and
 - 4.1.2 during the Promotion Period, such person successfully pays for Eligible Transactions using World Card in any amount.
(together, the “**Reward Criteria**”).
- 4.2 The “**Cashback Reward**” is as follows:
 - 4.2.1 for any Eligible Transactions, the Participant will be entitled to a cashback reward equivalent to 1% of the amount of the Eligible Transactions.
 - 4.2.2 The Cashback Reward shall be credited in NZD to the relevant Participant’s New Zealand dollar (“**NZD**”) denominated World Account. Cashback Reward in a given month will be credited in NZD to the relevant Participant’s NZD denominated World Account on the last calendar day of the following month.
- 4.3 Such World Account must be valid, open and functioning, and must not be suspended, canceled, and/or terminated, at the time the Cashback Reward is credited to such account.
- 4.4 WorldFirst has the sole discretion to delay the crediting of the Cashback Reward for any reason that it deems appropriate, including for the purposes of assessing the eligibility of the relevant World Card user.
- 4.5 The Cashback Reward is not applicable to transactions with the Merchant Category Codes (MCC) listed in <https://www.worldfirst.com/au/anz-world-card-cashback-exclude-mcc-list/> (“**Excluded Transactions**”). For the avoidance of doubt, WorldFirst reserves the right at any time to amend the list of Excluded Transactions in its sole discretion and without prior notice.
- 4.6 The Cashback Reward is not transferable or exchangeable for cash, credit, products, or privileges or other benefits or payments in kind, whether in full or in part, and is not refundable or replaceable.

- 4.7 A Cashback Reward cannot be used in conjunction with other discounts or promotions, unless otherwise stated.
- 4.8 Should WorldFirst determine, in its sole discretion, that a Participant is not eligible to receive the Cashback Reward or to participate in the Promotion for any reason (including but not limited to a breach of these Terms and Conditions or any applicable laws or regulations, improper use of any information relating to the Promotion, fraud, attempted fraud, or any other illegal or illegitimate activity), or where WorldFirst has knowledge of subsequent events which would mean that the Participant would not have been entitled to receive the Cashback Reward (including but not limited to where the transactions of such Participant were reversed or refunded), WorldFirst has the right to disqualify such Participant and shall not be liable to any such Participant. WorldFirst further reserves the right to claw back the Cashback Reward or to deduct the value of the Cashback Reward from the Participant's World Account(s).

5. Further Terms

- 5.1 WorldFirst reserves the right to, in its sole discretion, determine and/or decide all matters relating to or arising in connection with the Promotion and/or these Terms and Conditions without prior notice. Any such determination and/or decision will be final and binding.
- 5.2 To the extent permitted by applicable law, WorldFirst reserves the right to amend the terms of the Promotion, and/or to suspend or cancel the Promotion at any time, without liability to any party. WorldFirst also reserves the right to extend the Promotion Period in its discretion and these Terms and Conditions shall apply to any such extended Promotion Period. Any amendments to the Promotion will be published on the Promotion webpage and/or notified to users in an appropriate manner. Following any change or amendment to these Terms and Conditions, your continued participation in the Promotion constitutes your acceptance of the amended Terms and Conditions and the Promotion in force at that time.
- 5.3 The FX rate that WorldFirst provides for transactions must comply with applicable laws and regulations. Therefore, WorldFirst cannot guarantee that any FX rate finally provided will reflect the discount range described in the Promotion.
- 5.4 All FX transactions are subject to standard compliance requirements and due diligence.
- 5.5 Each participant warrants that:
- 5.5.1 it is legally able to participate in the Promotion according to the laws and regulations applicable to it;
 - 5.5.2 to the best of its knowledge, all information disclosed by it to WorldFirst is complete, true and accurate;

- 5.5.3 it consents to participate in the Promotion in the capacity of participant and consents to the use and sharing of its personal data by WorldFirst in accordance with WorldFirst's Privacy Policy and applicable laws for the purpose of this Promotion; and
 - 5.5.4 it will not use the Promotion in any way that WorldFirst (in its sole and absolute discretion) considers to be unreasonable, unethical, excessive, or in bad faith; or in any way that breaches any applicable local, national, or international law or regulation, or that is in any way unlawful, fraudulent, or wrongful, or has any unlawful, fraudulent, or wrongful purpose or effect.
- 5.6 Persons participating in the Promotion shall bear all expenses arising from and/or in connection with participating in the Promotion.
- 5.7 **Severability:** Any clauses in these terms and conditions determined by any court or other competent authority to be unlawful and/or unenforceable will be treated as severed from these terms and conditions and will not invalidate other clauses of these terms and conditions which will continue in full effect.
- 5.8 **Third Party Rights:** These terms and conditions are made for the benefit of participants of the Promotion, and are not intended to benefit any third party or be enforceable by any third party.
- 5.9 WorldFirst reserves the right, at its sole discretion, to refuse a claim in connection with the Cashback Reward if it has reasonable grounds to believe that any of the relevant participants has:
 - 5.9.1 breached these Terms and Conditions;
 - 5.9.2 misused WorldFirst's intellectual property rights including trademarks and/or materials;
 - 5.9.3 made any misrepresentations (negligently or fraudulently);
 - 5.9.4 abused the Promotion; and/or
 - 5.9.5 engaged in any illegal or criminal activity including fraud in connection with the Promotion or any application for WorldFirst services.
- 5.10 The World Account Terms and the World Card Terms shall apply to a user and are to be read together with these Terms and Conditions. Please refer to the World Account Terms and the World Card Terms for further information. In the event of any conflict or inconsistency between these Terms and Conditions, World Card Terms and any of the World Account Terms, these Terms and Conditions shall prevail only to the extent of matters relating to the Promotion. In the event of any conflict or inconsistency between these Terms and Conditions and any terms set out in any marketing materials prepared for the Promotion, these Terms and Conditions shall prevail. While all information provided herein is believed to be correct and reliable at the time of printing or publishing or posting online, WorldFirst makes no representation or warranty

whether expressed or implied, and accepts no responsibility or reliability for its completeness or accuracy.

- 5.11 To the fullest extent permitted by applicable law, under no circumstances will WorldFirst or any of its affiliates be liable under any theory of tort, contract, strict liability or other legal or equitable theory for lost profits, indirect, incidental, special, consequential, exemplary, or punitive damages, each of which is excluded by agreement of WorldFirst and you regardless of whether such damages were foreseeable or whether WorldFirst or any person has been advised of the possibility of such damages. Notwithstanding anything in these Terms and Conditions to the contrary, WorldFirst 's cumulative liability, including for claims, expenses, damages or indemnity obligations under or in connection with its obligations under these terms and conditions, will not exceed USD\$500,000. In no event shall WorldFirst, its affiliates, agents, representatives, directors, officers, or employees be liable for any act or omission resulting from circumstance beyond their reasonable control. To the fullest extent permitted by applicable law, you hereby waive any and all rights to bring any claim or action related to this Promotion beyond one (1) year from the first occurrence of the act, event, condition or omission on which such claim or action is based.
- 5.12 **Governing law and dispute resolution:** These Terms and Conditions shall be governed by and construed in accordance with the laws of New South Wales, Australia. Any dispute arising out of or in connection with these Terms and Conditions and/or the Promotion, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Australian Center for International Commercial Arbitration (ACICA) Arbitration Rules for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Sydney, Australia. The number of arbitrators shall be one. The language of the arbitration shall be English.
- 5.13 For any questions, please call us on 1800 744 777 (In Australia), 0800 666 114 (In New Zealand), +61 2 8298 4990 (Outside Australia) (lines are open 8 am until 6 pm Monday to Thursday and 8 am until 5.30 pm Friday, AEST/AEDT time).