



# AIA Vitality Terms and Conditions

May 2019

If you apply for or register to become a member of the AIA Vitality Program or activate your AIA Vitality Membership, you will be bound by these terms.

If you do not understand these terms and conditions, or if you have any questions about these terms and conditions, please email [NZVitality@aia.com](mailto:NZVitality@aia.com) or call 0800 242 888 (Monday to Friday 9:00AM – 6:00PM). A representative will be happy to assist you.

In these terms, we or us means AIA Services New Zealand Limited (AIA House, 74 Taharoto Road, Takapuna, Auckland 0622) its employees, agents, contractors and related bodies corporate (but does not include our partners in the AIA Vitality Program) and you means the person who proposes to be, is or has been an AIA Vitality Member (and, if you are under 18, includes your parent or guardian).

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AIA Vitality

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# 1. Becoming an AIA Vitality Member

## 1.1 Am I eligible to be a member?

To be an AIA Vitality Member, you must:

- reside in New Zealand and hold an eligible AIA New Zealand Insurance policy(s).
- provide a valid and unique email address and contact phone number;
- be at least 18 years old or meet the conditions in accordance with clause 1.5.;
- be an individual and not a company or trust; and
- be insured under an eligible insurance policy or be an eligible person associated with the holder of an eligible insurance policy (for example, an employee of an employer, or member of a fund, that has taken out an eligible insurance policy) as determined by us; and
- meet any other eligibility criteria or conditions described as part of your application process.

We may allow you to be an AIA Vitality Member if you don't meet the above criteria at our discretion. For example, we may allow a person that is 16 or 17 years of age to become a member, subject to meeting the conditions in clause 1.5.

If we determine that you no longer meet any of the above criteria, we may cancel or suspend your membership.

You may only hold one AIA Vitality Membership across Australia and New Zealand at any time.

## 1.2 How do I become a member?

You can become an AIA Vitality Member by completing an application form or via any other method we provide from time to time. Once received by us, we will process the application form and determine your eligibility. If your membership application is accepted, you will become an AIA Vitality Member and we will issue you an AIA Vitality Membership number and let you know how to activate your AIA Vitality Membership. You will need to complete the activation process to begin using your AIA Vitality Membership and access the benefits (including the discount in respect of your eligible insurance policy(s)). For details on how the AIA Vitality discount applies to your insurance premiums see the AIA Vitality Premium Adjustment Rules available on [www.aiavitality.co.nz](http://www.aiavitality.co.nz).

## 1.3 Can I change my mind?

If you change your mind, please let us know by using the contact details provided when you first became an AIA Vitality Member (or contact us and we can direct your query to the relevant person). You have a cooling off period after you first become an AIA Vitality Member to change your mind and cancel your AIA Vitality Membership and receive a refund of your Annual Membership Contribution (if applicable). Your cooling off period ends 15 days

after you first become an AIA Vitality Member. If you change your mind after your cooling off period ends, you can cancel your AIA Vitality Membership in accordance with clause 9.1.

## 1.4 Special conditions

If your AIA Vitality Membership has special conditions, we will let you know what those special conditions are and you will be bound by those special conditions if you become an AIA Vitality Member.

## 1.5 Members 16 or 17 years of age

If you are 16 or 17 years of age and we allow you to become an AIA Vitality Member, you:

- must obtain your parent or guardian's consent before completing the application form or registering to become a member or otherwise activating your membership;
- confirm that you have read these terms with your parent or guardian and that your parent or guardian agrees to ensure that you comply with these terms;
- must use the AIA Vitality Program under the supervision of your parent or guardian; and
- acknowledge and agree that some activities and benefits may not be available to you or suitable for you, until you are 18 years of age.

If you are a parent or guardian of an AIA Vitality Member under 18 years of age, you:

- agree to comply with, and ensure that the AIA Vitality Member complies with, these terms;
- agree to supervise and be solely responsible for the AIA Vitality Member's use of the AIA Vitality Program; and
- acknowledge and agree that some activities and benefits may not be available or suitable for the AIA Vitality Member until they are 18 years of age.

The AIA Vitality Program (including the information and materials provided through the AIA Vitality Program) has been developed in consideration of adult AIA Vitality Members and may not be suitable for you. Participation in the AIA Vitality Program is at your own risk. Individuals, including any person under 18 years of age, should obtain professional advice from a medical practitioner or other appropriate health professional prior to joining or participating in the AIA Vitality Program.

## 1.6 Membership categories

We may at our sole and absolute discretion provide different categories of membership to the AIA Vitality Program, each of which may offer a different range of activities and benefits to AIA Vitality Members.

## 2. Using your membership

### 2.1 Member portal

The AIA Vitality Program is available through the AIA Vitality website (aiavitality.co.nz) or through the AIA Vitality mobile device applications or via any other method we provide from time to time. You can access the member portal by logging in with the details we provide to you. Use of the member portal is subject to these terms, the AIA Vitality Terms of Use and AIA New Zealand's Privacy Policy available on the member portal and at aia.co.nz.

You acknowledge that the member portal may not be available at all times and we will not be liable to you in connection with any unavailability of the member portal.

### 2.2 Membership year

The AIA Vitality Program operates on membership years. Your first membership year will commence on the day you become a member and end one year after that date. Subsequent membership years will automatically commence on each anniversary of you becoming an AIA Vitality Member and end one year after that date until your membership ends in accordance with these terms.

### 2.3 Your choice

The AIA Vitality Program offers a range of activities and benefits to AIA Vitality Members. Your participation in the AIA Vitality Program is your choice. You can decide which, if any, of the activities and benefits available to you as part of your AIA Vitality Membership you participate in or use.

### 2.4 Use by others

As an AIA Vitality Member only you are entitled to use the AIA Vitality Program. Your membership is for your personal use only and is not transferrable. Without limiting this:

- you must not provide or give to any other person, or allow any other person to use, any activity or benefit, unless specifically permitted in the benefit guide or terms and conditions for that activity or benefit;
- you must take reasonable steps to ensure that no one else uses your AIA Vitality Membership;
- you must not share your AIA Vitality login details or your AIA Vitality Membership number with anyone else, other than to us and our partners as part of your legitimate use of the AIA Vitality Program;
- you must not use your AIA Vitality Membership (or any activities and benefits available) for business or commercial purposes.

### 2.5 Unauthorised use, loss or theft of your details

You must immediately notify us if you know or suspect there has been any unauthorised use, loss or theft of your AIA Vitality Membership details. You must also immediately change your

password if you believe it has been compromised. You are liable for all transactions made using your AIA Vitality Membership details unless you have taken these steps prior to the transaction taking place.

### 2.6 Using your membership responsibly

You must not use your AIA Vitality Membership for illegal purposes, in any manner that is inappropriate, likely to offend others or fraudulent. We may take steps to verify the responsible use of your AIA Vitality Membership. For example, we may request further information or conduct an audit to confirm that your AIA Vitality Membership is being used in accordance with these terms, to verify the information provided to us or one of our partners, to confirm you have completed an activity or to verify your entitlement and responsible use of a benefit.

## 3. Activities to know or improve your health and wellbeing

### 3.1 Undertaking activities

As part of the AIA Vitality Program you may undertake certain activities designed to help you understand or improve your health and wellbeing. You may be awarded AIA Vitality Points for these activities. You can access more details about these activities through the member portal. You must only undertake an activity if you are capable of doing so safely. You should be in good physical condition and have no medical reason, impairment or disability that might prevent you from undertaking it or undertaking it safely.

### 3.2 Providing information to us or our partners

You may need to provide your AIA Vitality Membership number and other information about yourself to us or one of our partners in order to undertake or earn points for an activity or receive a benefit.

You must answer all questions honestly, ensure that all information you provide us and our partners is complete and accurate and provide us and our partners with all information about you that might be relevant to any activity. You must not mislead us or provide false, incomplete or inaccurate information.

If a medical practitioner or other person has verified or provided some of the information you provide to us as part of an activity, you must ensure that this person is not related to you and does not otherwise have a conflict of interest in providing or verifying the information.

If you do not provide the information that we or one of our partners require, you may not be able to undertake or earn points for the activity or receive the benefit.

### 3.3 We can verify the information you provide

You agree that we can take steps to verify the accuracy of information you provide us, including contacting persons (such as medical practitioners) referenced in the information provided

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to us. You consent to those persons discussing you with us and disclosing personal information (including sensitive information and medical records) to us. We may also ask you for further information or evidence to verify the information you provide us.

### 3.4 Follow instructions

You must complete each activity in accordance with the instructions that are provided to you and read all information that we or our partners provide you in connection with an activity.

### 3.5 No warranty

We make no express or implied representation or warranty regarding the completeness, accuracy, reliability, suitability or currency of the information or results provided as part of an activity.

### 3.6 Reliance at own risk

#### **You acknowledge and agree that you undertake the activities, and participate in the AIA Vitality Program at your own risk.**

The activities available through the AIA Vitality Program (including the information and materials provided through the AIA Vitality Program) may not be suitable for all AIA Vitality Members. You must use your best endeavours to participate in the activities safely and avoid harm to yourself. You must seek the advice of your doctor if you are uncertain about the impacts of an activity on your health or are uncertain about any recommendations made as a result of an activity.

### 3.7 Not medical advice

The activities provided under the AIA Vitality Program are not medical advice and not a substitute for medical advice or treatment. You should obtain professional advice or treatment from a medical practitioner, pharmacist or other appropriate health professional independently of the AIA Vitality Program in relation to your personal circumstances and any health or medical condition prior to joining or participating in the AIA Vitality Program, and as and when is necessary. Information and material provided through the AIA Vitality Program may not be based on the most recent findings or developments and are not specifically tailored for any particular person. Health and fitness research may exist that could impact the information provided by us or our partners. You must not disregard, delay, change or discontinue any medication or treatment you may be receiving or other activity you may be undertaking on the recommendation of a health professional because of the results of an activity without first consulting that health professional.

### 3.8 Activities may not be available

Some activities may not be available at all times or in some locations or to certain age groups. We will not be liable to you for any activity not being available to you. If you have any feedback in relation to the activities available to you, please contact us and we can consider any concerns you may have when we review and make changes to the AIA Vitality Program in future.

### 3.9 You may need to pay for activities or enter into a contract

In order to undertake certain activities you may need to pay us or our partner an amount specified on the member portal or partner website or enter into a contract with our partner. In some circumstance you may need to engage a medical or health professional to complete the activity, which may incur a cost. We will not be a party to any contract between you and the partner, or you and the medical or health professional, and will have no liability in connection with it.

## 4. AIA Vitality Points and AIA Vitality Status

### 4.1 Earning AIA Vitality Points

By undertaking activities you can earn AIA Vitality Points. AIA Vitality Points expire at the end of each membership year. The number of AIA Vitality Points you earn for an activity and information on the way we calculate and award points is set out on the member portal. You agree that we may change the number of points allocated to an activity or the way in which we award or calculate points from time to time.

Without limiting the above:

- the number of points you can earn may be different from other AIA Vitality Members and will depend on a range of factors such as the activity you are doing, your health goals and risk factors and the terms of your membership (including your membership category);
- we may adjust the number of points you can earn for each activity, depending on your individual health status or how important the activity is to your health status;
- certain activities or categories of activities may have limits as to how many points you can earn over a certain time period;
- we may require certain evidence of an activity being completed in an acceptable format prior to awarding any points;
- the number of points you can earn for an activity may be calculated using pre-determined formulas or algorithms which you may not have visibility of;
- we are not responsible for the awarding of or any delay in the awarding of points or posting of transactions into your AIA Vitality Membership account in connection with activities provided by our partners or other intermediaries (such as devices or mobile applications which you have chosen to link to your AIA Vitality Membership).

### 4.2 Your AIA Vitality Points balance

The number of AIA Vitality Points you have at any time is available on the member portal. We'll update your AIA Vitality Points balance as soon as we can, however there may be a delay in processing. You should regularly check the member portal to confirm that your

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AIA Vitality Points balance and your AIA Vitality Status are correct. The number of AIA Vitality Points and your AIA Vitality Status shown on the member portal is taken to be correct, unless it is changed in accordance with clause 4.4.

### 4.3 Your AIA Vitality Status

You will be allocated an AIA Vitality Status as part of your AIA Vitality Membership. Your AIA Vitality Status is determined by the number of AIA Vitality Points that you earn in a membership year, as set out on the member portal. Your AIA Vitality Status can change your entitlement to certain activities and benefits, as set out on the member portal and the benefit guides.

### 4.4 Amending your AIA Vitality Points balance or AIA Vitality Status

If you think your AIA Vitality Points balance or AIA Vitality Status is incorrect, please contact us. We will review your AIA Vitality Points balance and AIA Vitality Status and consider any additional evidence you give to us to determine if there should be an adjustment to your balance or status. Any determination by us is final.

If you don't contact us within 8 weeks of points being awarded for an activity or completing an activity, any allocation of AIA Vitality Points associated with that activity is deemed to be correct and final.

Despite the above paragraph, we may amend your AIA Vitality Points balance and AIA Vitality Status at any time if we identify an error in the allocation or deduction of points or your status, or if we receive insufficient, inaccurate or fraudulent evidence of an activity being completed or if there has been a breach of these terms in connection with the earning of the points or status.

### 4.5 What happens at the start and end of your membership year

On the first day of each membership year:

- Your AIA Vitality Points balance will reset to zero.
- Your AIA Vitality Status will be based on the number of AIA Vitality Points you held on the last day of the immediately preceding membership year (if there was a preceding membership year).

### 4.6 AIA Vitality Points do not have value

AIA Vitality Points are a way of measuring your participation and progress in the AIA Vitality Program. The points do not have any cash value and are not convertible into cash. Points do not give you contractual rights and are not property or currency. Points cannot be purchased and are not transferable to any other person. Points expire at the end of your membership year and on termination of your AIA Vitality Membership.

## 5. Benefits

### 5.1 Entitlement to benefits

The AIA Vitality Program offers a range of benefits to members such as vouchers, discounts, cashbacks, rewards and other products and services provided by us or our partners from time to time. Your entitlement to benefits at any time is shown on the member portal and is determined by us and may be based on your membership category, the activities you complete, the number of AIA Vitality Points you have earned, your AIA Vitality Status in accordance with the rules set out in these terms, the member portal (including any information or rules contained on the member portal) and in the benefit guides, and any other special terms and conditions of your AIA Vitality Membership. Some benefits may be available to you before you earn any AIA Vitality Points or undertake any activities.

If you cease to be an AIA Vitality Member or breach these terms, you will no longer be entitled to benefits. The availability of benefits may be ceased, withdrawn, suspended or discontinued by us at our discretion.

### 5.2 Claiming benefits

You can obtain the benefits that you are entitled to by following the instructions set out on the member portal or in our communications to you. Some benefits may expire if you don't take actions to claim them. If we specify a time that you must claim a benefit or otherwise specify action you must take in relation to the benefit and you fail to follow those instructions, then you will lose your entitlement to that benefit.

### 5.3 Benefits may not be available

Some benefits may not be available to all members or at all times or in some locations or to certain age groups. We will not be liable to you for any benefit not being available to you. If you have any feedback in relation to the benefits available to you, please contact us and we can consider any concerns you may have when we review and make changes to the AIA Vitality Program in future.

### 5.4 Benefit guides, rules and member portal

The benefit guides, rules and other information available on the member portal contain further terms and conditions applicable to each benefit. If you choose to access or use a benefit, you will be bound by these additional terms and conditions.

### 5.5 You may need to pay for benefits or enter into a contract

In order to obtain some benefits you may need to pay us or our partner an amount specified on the member portal or partner website or enter into a contract with our partner. We will not be a party to any contract between you and the partner and will have no liability in connection with it.

## 6. Our partners

Some activities and benefits are provided by our partners and you may acquire products or services from one of our partners. If you acquire a product or service from one of our partners or otherwise interact with them, you:

- are deemed to have agreed to the partner's terms and conditions applicable to the product or service and must comply with those terms;
- consent to your personal information being disclosed between us and the partner in accordance with clause 10.2 below;
- agree that we are not liable for the partner's actions other than as specified under clause 11.2;
- agree that we are not liable for any information or advice provided by our partners or any other person (such as a medical or health professional);
- agree that we are not responsible for the content of any partner's website;
- do so at your own risk;
- acknowledge that we take no responsibility and do not endorse or accept any liability for the partner's products or services;
- agree that any products or services you obtain from our partners are supplied directly by our partner and not us and, without limiting this, you agree that you must resolve any issues with the product or service directly with the partner and not us; and
- agree that we are not responsible for the availability of products or services and do not guarantee that a product or service will be available from the partner.

## 7. Annual Membership Contribution

Depending on the AIA Vitality Membership category to which you belong (which may be determined based on your eligibility criteria), you may be required to pay an Annual Membership Contribution in respect of your AIA Vitality Membership. Generally, an Annual Membership Contribution is payable where an AIA Vitality Membership is purchased as an addition to an AIA New Zealand life insurance policy. Where an Annual Membership Contribution applies to you, we may agree with your employer or another third party to have them pay your Annual Membership Contribution to us on your behalf, or waive the Annual Membership Contribution (at our discretion).

If you or the policy owner of your eligible insurance policy is required to provide the Annual Membership Contribution or payment, we will inform you of the current Annual Membership Contribution amount (which may vary from time to time) at the time you apply to become an AIA Vitality Member and subsequently each following year. The Annual Membership Contribution must be made to us in full on an annual or such

other periodic basis and using such payment methods as may be approved by us. Where periodic payments are made, each periodic payment is an instalment of the Annual Membership Contribution for your current membership year.

If we do not receive payment of your first Annual Membership Contribution (or part thereof if a catch-up payment is required) within 28 days of your AIA Vitality Membership commencing (or such other date as is notified by us from time to time) your AIA Vitality Membership will be terminated with effect from commencement.

If we do not receive any subsequent payment of the amount due of your Annual Membership Contribution in full within 60 days from the Annual Membership Contribution due date (grace period), your AIA Vitality Membership will automatically terminate. Your AIA Vitality Membership, AIA Vitality Points and AIA Vitality Status will remain in force during the grace period.

If we receive a payment in connection with your AIA Vitality Membership that is not due or receive an amount that is greater than the Annual Membership Contribution payable, we may (to the extent permitted by law) hold that amount and offset it against future amounts due in connection with your AIA Vitality Membership.

## 8. Changes to these terms or the AIA Vitality Program

### 8.1 Our right to change terms and the AIA Vitality Program

These terms and conditions apply to the AIA Vitality Program, including the activities and benefits available to you as part of your AIA Vitality Membership. We can change any part of these terms or the AIA Vitality Program from time to time and will endeavour to give you reasonable notice of any changes we make. A copy of the current terms and conditions and the most up-to-date rules and information for the AIA Vitality Program can be found on the member portal or by contacting us.

### 8.2 Types of changes we may make

We may make changes from time to time for any reason, including in response to feedback, as a result of changes to our relationship with our partners and to improve or develop the AIA Vitality Program. For example, we may make changes to:

- our partners (including adding, removing or replacing partners);
- activities (including adding or removing activities (in whole or in part) or changing the way in which an activity is undertaken);
- benefits (including adding or removing benefits (in whole or in part), changing the value of a benefit, or changing the way in which a benefit is obtained);
- our systems and processes (including the member portal or the way in which you use or access your AIA Vitality

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Membership);

- the cost of accessing or using the AIA Vitality Program (including any of its activities or benefits); or
- the terms and conditions or rules of the AIA Vitality Program (including for any activity or benefit).

We may also make changes to these terms or the AIA Vitality Program as required to ensure the health and wellness or safety of our members, staff or any other person, to comply with law (including any decision, recommendation, guidance or standard of any court, tribunal, ombudsman service or regulator), or for reasons beyond our control.

### 8.3 If you don't like the changes

If you don't like any changes made to these terms or the AIA Vitality Program, please contact us to discuss them. You can also exercise your right to terminate your AIA Vitality Membership and this agreement under clause 9.

## 9. Termination

### 9.1 Termination by you

You may terminate your AIA Vitality Membership by contacting us during business hours on the details provided to you when you first became an AIA Vitality Member. Alternatively, you may contact us on the below details and we will direct you to the relevant person:

- calling us on 0800 242 888 (Monday to Friday 9:00AM – 6:00PM); or
- emailing us at NZVitality@aia.com

Please note, if an Annual Membership Contribution applies to your AIA Vitality Membership, it may take up to 30 days to cancel future scheduled Annual Membership Contribution payments.

### 9.2 Termination by us

After your cooling off period ends, we may terminate your AIA Vitality Membership (in whole or in part, including your access and right to utilise one or more of the activities or benefits) if the Annual Membership Contribution (if applicable) or any other fees payable to us or to any of our partners are not paid by the due date.

We may also terminate your AIA Vitality Membership at any time if:

- we suspect you have used your AIA Vitality Membership for illegal purposes, in any manner that is inappropriate, likely to offend others or is fraudulent;
- you no longer meet the eligibility criteria (for example, if you are no longer insured under, or are no longer an eligible person associated with the holder of, an eligible insurance policy); or
- you have materially breached these terms, continue to breach these terms after receiving notice from us, or have breached these terms on multiple instances.

- you are or become the subject of any applicable economic or trade sanction law or regulation or it otherwise becomes unlawful for us to provide you with benefits under the AIA Vitality program.

We reserve the right to terminate, suspend or cease providing the AIA Vitality Program (in whole or in part) at any time and do not guarantee that the AIA Vitality Program will continue indefinitely or that it will be managed or owned by us.

### 9.3 What happens on termination

If your AIA Vitality Membership is terminated for any reason, you will no longer be entitled to use your AIA Vitality Membership number or access the AIA Vitality Program, the member portal or the activities and benefits (including any discounts in respect of your eligible insurance policy) available to AIA Vitality Members.

Where an AIA Vitality Membership is cancelled during the cooling off period and payment of the Annual Membership Contribution has been received, the Annual Membership Contribution will be refunded. If your Annual Membership Contribution is paid on an annual or half yearly basis, we will refund the portion of any amounts in respect of an Annual Membership Contribution paid to us in advance (if any) on a pro rata basis for each whole month remaining after the effective date of termination of your AIA Vitality Membership. If your Annual Membership Contribution is paid on a monthly basis, your Annual Membership Contribution will cease to be payable and we will cancel any future scheduled Annual Membership Contribution payments within 15 days from termination of your AIA Vitality Membership.

You may be entitled to any outstanding cash backs that you earned less any outstanding fees due to us, subject to the terms and conditions of the relevant benefit. Any contract or agreement you may have with our partners may remain (subject to the relevant partner terms and conditions including notice period), but may be subject to altered terms (including potentially higher rates). We will not in any way be responsible for any relationship you have with our partners separate to your AIA Vitality Membership, including any continued relationship after your AIA Vitality Membership terminates.

### 9.4 Suspension of Membership

In limited circumstances and where permitted by the special conditions of your AIA Vitality Membership, we may agree to suspend your AIA Vitality Membership for a certain period of time. If your AIA Vitality Membership is suspended, your AIA Vitality Membership will be treated in accordance with clause 9.3 as if it had terminated for the duration of that suspension, unless we notify otherwise.



## 10. Privacy

### 10.1 Your privacy

Your privacy is important to us. The AIA New Zealand Privacy Policy sets out how your personal information (Personal Information) is collected, used, handled and disclosed by us, and other important information. AIA New Zealand's current Privacy Policy is available at [aia.co.nz](http://aia.co.nz) or by calling 0800 242 888. This clause 10 provides a summary only of how we collect, use, handle and disclose Personal Information in connection with the AIA Vitality Program.

We handle and collect Personal Information for purposes which include the administration of your AIA Vitality Membership, the provision of products and services, our business operations, for statistical, research and reporting purposes, and for other purposes set out in our Privacy Policy.

By providing information to us, or to your financial adviser (and the licensed dealer or broker they represent), a distributor of AIA Vitality, or other representative or intermediary (such as your employer or the holder of your eligible insurance policy), or by continuing your relationship with us and otherwise interacting with us, you confirm that you have been notified of the matters and consent to the collection, use, disclosure and handling of Personal Information as described in the AIA New Zealand Privacy Policy available on the AIA Vitality website and at [aia.co.nz](http://aia.co.nz), as updated from time to time.

We rely on the accuracy of the Personal Information provided to us. If any of your Personal Information held in connection with your AIA Vitality Membership is incorrect, out of date or incomplete, please call us on 0800 242 888 and we can take reasonable steps to correct the Personal Information. Where you provide us with Personal Information about someone else, you must have their consent to provide their information to us in the manner described in the AIA New Zealand Privacy Policy.

### 10.2 Disclosure of your information, including disclosure to our partners

We may collect your Personal Information from, and provide your Personal Information to our partners and other providers of activities (including but not limited to, dietitians, pharmacists and trainers) and benefits (including but not limited to the administrators and service providers of discounts, cashbacks and rewards) under the AIA Vitality Program. We will only do this to the extent necessary for us to administer and/or improve the AIA Vitality Program (for example, if you choose to undertake an activity or use a benefit available). We will not disclose your Personal Information to our partners for the purpose of direct marketing unless you consent to this or as otherwise permitted by law.

We may also provide personal information to your financial adviser (and the licensed dealer or broker they represent), the distributor of your AIA Vitality Membership, or your representative or intermediary (such as your employer or the holder of your

eligible insurance policy) (as applicable), and our business partners and reinsurers. For example, we may provide your name and membership number, your AIA Vitality Points balance or AIA Vitality Status, which activities you have undertaken, which of the benefits you have used or which of our partners you have engaged.

Partners and providers to whom we disclose Personal Information may be located in New Zealand or overseas.

### 10.3 Your insurance and your AIA Vitality information

If you own or are insured under an eligible insurance policy, and provide medical and health related information to us in relation to your AIA Vitality Membership, we will ensure the information that you provide to us in relation to your AIA Vitality Membership is kept separate from the underwriting and claims departments of AIA New Zealand who are responsible for any future underwriting or claims decisions. However, please note that where you engage a medical or other health professional to undertake an activity through the AIA Vitality Program, the professional may obtain information relating to that activity and record it as part of your medical record. The health professional may later provide your medical record information to the underwriting or claims department of AIA New Zealand in certain circumstances where you have authorised such disclosure to AIA New Zealand (for example as part of an underwriting or claims process where you authorise AIA New Zealand to receive medical information from your health professionals).

Notwithstanding anything else in these terms, to the maximum extent permitted by law, AIA New Zealand will not have, and will not be deemed, to have knowledge of any information (including health information) that is obtained out of or in connection with the AIA Vitality Programme in respect of its underwriting and claims functions. In accordance with your duty of disclosure, you are still therefore obliged to disclose any of this information to the extent it may be relevant in the event of any future application for insurance cover (including increased or varied cover) or changes to existing insurance cover or claims under an insurance policy with AIA New Zealand.

## 11. Legal items

### 11.1 What laws apply to these terms?

These terms are governed by the laws of New Zealand. You agree to submit to the jurisdiction of the courts of New Zealand in connection with all matters of this document.

### 11.2 Limiting our liability to you

Participation in the AIA Vitality Program is at your own risk. You agree that, to the maximum extent permitted by law, we (including our employees, agents, contractors and related bodies corporate), our partners and service providers will not be liable for any injury, loss, damages, claim or expenses you or any other person sustains or incurs as a direct or indirect result of participating in the AIA Vitality Program. However, we will accept that liability if

## Terms and Conditions continued

it cannot be excluded under legislation, including New Zealand Consumer Law ('New Zealand Consumer Law' means the Fair Trading Act 1986, the Consumer Guarantees Act 1993, the Unsolicited Electronic Messages Act 2007 and the Privacy Act 1993, and as such statutes may be amended or replaced from time-to-time). If that liability cannot be excluded but can be limited under legislation, we limit our liability to resupplying, repairing or replacing the relevant goods or services (or payment of the cost of resupply, repair or replacement) where it is fair and reasonable to do so.

Without limiting the above:

- we are not liable for any loss to the extent that it is caused by you (for example, through your negligence or breach of contract);
- we are not liable for any loss to the extent that it results from your failure to take reasonable steps to avoid or minimise your loss;
- we are not liable for things that are outside our reasonable control;
- this clause applies to the liability of our agents, partners and other service providers to you.

### 11.3 How we can you communicate with you

We can tell you about changes to these terms and otherwise contact you in connection with the AIA Vitality Program by:

- posting a notice, a copy of updated terms or other information on the member portal; or
- contacting you by any of the following methods, using the details you have provided us:
  - email
  - post
  - SMS
  - MMS
  - telephone
- pop-up notifications or other alert through the AIA Vitality mobile application.

By accepting these terms you consent to receive notices and other communications (including documents) electronically. You may opt-out of receiving electronic communications by contacting us, however please be aware that it may impact your ability to make full use of the AIA Vitality Program, including its activities and benefits.

We may also communicate with you through your representative or intermediary (for example, your financial adviser, the distributor of your insurance policy or distributor of your AIA Vitality Membership, or your employer).

### 11.4 Contact us - How you can communicate with us

You can contact us in connection with these terms and the AIA Vitality Program by any of the following methods:

- calling us on 0800 242 888 (Monday to Friday 9:00AM – 6:00PM); or
- emailing us at [NZVitality@aia.com](mailto:NZVitality@aia.com)

### 11.5 Questions or concerns

Should you have any questions or concerns regarding your AIA Vitality Membership or any aspect of the AIA Vitality Program, please contact us ([NZVitality@aia.com](mailto:NZVitality@aia.com) or call 0800 242 888 Monday to Friday 9:00AM - 6:00PM).

### 11.6 Interpreting these terms and other important information

In this document, headings are for convenience only. If a court decides that any section of these terms is invalid or unenforceable, that section will be deleted from the terms.

The other sections will remain valid and enforceable.

Nothing in these terms restricts, excludes, modifies or limits your rights under the New Zealand Consumer Law ('New Zealand Consumer Law' means the Fair Trading Act 1986, the Consumer Guarantees Act 1993, the Unsolicited Electronic Messages Act 2007 and the Privacy Act 1993, and as such statutes may be amended or replaced from time-to-time).

Every AIA Vitality journey is unique so your experience may differ from the experience of another AIA Vitality Member. We cannot indicate or guarantee the experience or results that any individual will receive by joining and participating in the AIA Vitality Program. Information provided in connection with the AIA Vitality Program is general information only, without taking into account the objectives, financial situation, needs or personal circumstances of any individual. It is not intended as medical, nutritional, health, fitness, financial, legal, tax or other advice, for which you should seek appropriate professional advice. To the maximum extent permitted by law, we accept no liability in this regard.

Any failure or delay by us in exercising a right or remedy under these terms shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies. If we partially exercise a right or remedy under these terms, we will not be prevented from any further exercise of the right or remedy or from exercising any other right or remedy.

These terms are between you and AIA New Zealand only and are not enforceable by any other person. Agreements and arrangements between us and our partners are personal to AIA New Zealand and the relevant partner, and are not enforceable by any AIA Vitality Member or any other person.