

1. DEFINITIONS

In these Terms:

- 1.1. **Cashless** means the Next Gen Cashless Facility;
- 1.2. **Cashless Account** means your Cashless account;
- 1.3. **Cashless Balance** means the sum of your unused Member Cash and your unused Promo Credit in your Cashless Account;
- 1.4. **Home Club** means the Next Gen Club that you joined;
- 1.5. **Member Card** means the membership card issued to you by Next Gen;
- 1.6. **Member Cash** means the funds that you load into your Cashless Account;
- 1.7. **Next Gen** means Next Generation Clubs NZ Limited (Company No. 2279503);
- 1.8. **Next Gen Club** means the Next Gen club owned and operated by Next Gen in New Zealand;
- 1.9. **Next Gen Website** means www.nextgenclubs.com.nz;
- 1.10. **Promo Credit** means promotional funds that Next Gen may, at its discretion, add to your Cashless Account as part of a promotion or for any other reason;
- 1.11. **Terms** means these terms and conditions; and
- 1.12. **you** and **your** means a member of a Next Gen Club who uses Cashless.

2. GENERAL

- 2.1. These Terms govern your use of Cashless.
- 2.2. By using Cashless (such as by loading funds into your Cashless Account or by using Cashless to pay for products and/or services) you acknowledge that you have read and accepted these Terms.
- 2.3. These Terms are effective as at the date specified at the start of these Terms.
- 2.4. Next Gen may, at its discretion, change these Terms by publishing new Terms on the Next Gen Website. By continuing to use Cashless, you acknowledge that you have read and accepted these new Terms.
- 2.5. Next Gen intends to operate Cashless indefinitely. Next Gen however reserves the right to cease Cashless at its discretion. If this occurs, Next Gen will provide you with notice and you may be entitled to a refund of any unused Member Cash in your Cashless Balance in accordance with clauses 3.31 to 3.36 of these Terms.
- 2.6. Cashless is not a credit card facility.
- 2.7. Before using Cashless to make purchases you must ensure there is enough Member Cash and/or Promo Credit in your Cashless Account.
- 2.8. You will not earn any interest on any Member Cash or Promo Credit in your Cashless Account.
- 2.9. You must not transfer your Member Cash or Promo Credit to another individual or to another club including in the event that you transfer your Next Gen Club membership to another Next Gen Club.

3. MEMBER CASH

LOADING MEMBER CASH AND PROMO CREDIT

- 3.1. You may load Member Cash into your Cashless Account in the manner described in clause 3.2.
- 3.2. Member Cash can be loaded by you into your Cashless Account either:
 - a) in-club by using cash, EFTPOS, debit card or credit card; or
 - b) via the Next Gen Website by using a debit or credit card.
- 3.3. Next Gen may, at its discretion, and in any manner determined by Next Gen, load Promo Credit into your Cashless Account as part of a promotion or for any other reason.
- 3.4. Once Member Cash has been received by Next Gen and successfully loaded into your Cashless Account, and once Promo Credit has been successfully loaded into your Cashless Account, it will be available for your use.
- 3.5. Member Cash must be loaded into your Cashless Account in minimum increments of NZ\$50. You must ensure that your Cashless Balance at any one time does not exceed NZ\$250.
- 3.6. Upon loading Member Cash into your Cashless Account in-club you may be required to sign a receipt or other document to evidence the transaction.

USING MEMBER CASH AND PROMO CREDIT TO MAKE PURCHASES

- 3.7. You can only use Member Cash and Promo Credit to pay for selected goods and services provided by Next Gen at your Home Club.
- 3.8. If you would like to use Member Cash or Promo Credit to pay for purchases, you must make sure your Cashless Balance has enough Member Cash and/or Promo Credit to make the purchase.
- 3.9. While you may purchase goods and/or services using a combination of Member Cash and Promo Credit, you may not purchase goods and/or services using a combination of Member Cash or Promo Credit and any other payment form.
- 3.10. Purchases using Member Cash and Promo Credit can only be made in person at a point of sale location in your Home Club and by using your Member Card.
- 3.11. To make purchases using Cashless, you must swipe your Member Card at the point of sale, order the goods and/or services that you wish to purchase, then advise the Next Gen point of sale operator that you would like to use Cashless to pay for the goods and/or services.
- 3.12. Purchases made using Cashless will be allocated against Member Cash and Promo Credit based on the date on which they were loaded (i.e. what is loaded first will be used first).
- 3.13. No change will be given at the point of sale. Any remaining Member Cash or Promo Credit in your Cashless Balance can be used for future purchases.
- 3.14. To complete a Cashless transaction you may be required to sign a receipt or other document to evidence the transaction.
- 3.15. You must not use Member Cash, Promo Credit or Cashless to pay for:
 - a) outstanding membership fees and charges;
 - b) goods and/or services that Next Gen is not permitted to supply to you (for example, alcohol for someone under 18 years of age);
 - c) goods and/or services from any other Next Gen Club or Next Gen organisation other than your Home Club;
 - d) goods and/or services from any third party including, but not limited to, persons, lessees or licensees operating within your Home Club as set out in **Schedule A** to these Terms or as may be notified by Next Gen from time to time; or
 - e) goods and/or services over the internet or by email, telephone or fax.

CASHLESS BALANCE ENQUIRY

- 3.16. You can check your Cashless Balance by enquiring at a point of sale location in your Home Club. You can also check your Cashless Balance on-line when you log into the 'Club Lounge' on the Next Gen Website.
- 3.17. Your Cashless Balance may be displayed on the tax invoice that you receive when you use Cashless to make a purchase.
- 3.18. It is your responsibility to, and Next Gen recommends that you, regularly review your Cashless Balance for any errors or unauthorised transactions.
- 3.19. If you notice an error, a possible error or an unauthorised transaction, you must notify your Home Club by contacting the Membership Manager within 90 days of the date of the transaction.
- 3.20. Upon you notifying Next Gen Club of an error, a possible error or an unauthorised transaction:
 - a) Next Gen may request you to provide additional written information and you must comply with that request;
 - b) Next Gen will endeavour to investigate and provide a response to you within 30 days of being notified by you; and
 - c) where it is determined that an error or unauthorised transaction exists, Next Gen will reverse the transaction in your Cashless Account within 14 days of that determination.

EXPIRATION OF MEMBER CASH AND PROMO CREDIT

- 3.21. You can only use Member Cash or Promo Credit in your Cashless Balance for one year from the last date on which you last loaded Member Cash or the last date on which Next Gen loaded Promo Credit into your Cashless Account, whichever is later (**Expiration Date**).
- 3.22. The Expiration Date will be displayed on the receipt documentation that you receive when you load Member Cash. The Expiration Date will also be displayed in your Cashless Account when you log into the 'Club Lounge' on the Next Gen Website. Alternatively you can enquire at a point of sale location in your Home Club.
- 3.23. On the Expiration Date, any Member Cash and Promo Credit in your Cashless Balance will expire and you will not be able to use your Member Cash and Promo Credit.
- 3.24. Upon your written request, Next Gen may, at its discretion, reactivate your Cashless Account and reinstate any Member Cash or Promo Credit in your Cashless Balance.

SUSPENSION

- 3.25. If you suspend your Next Gen Club membership, your Cashless Balance will be suspended.
- 3.26. If you do not reactivate your Next Gen Club membership within one year of your suspension date, any Member Cash and Promo Credit in your Cashless Balance will expire and you will not be able to use any of your Member Cash and Promo Credit.
- 3.27. The date your Cashless Balance will or has been expired will be displayed on your Cashless Account when you log into the 'Club Lounge' on the Next Gen Website.

CANCELLATION

- 3.28. If you cancel your Next Gen Club membership, at the end of your cancellation notice period, your Cashless Balance will expire and you will not be able to use any of your Member Cash and Promo Credit in your Cashless Balance.
- 3.29. In the event your Member Cash is expired under clause 3.28, you may request a refund of any of your Member Cash in your Cashless Balance in accordance with clauses 3.31 to 3.33.

PROMO CREDIT IS NOT REFUNDABLE FOLLOWING EXPIRATION

- 3.30. Notwithstanding anything in these Terms, Promo Credit will not be refunded under any circumstance.

REFUND OF MEMBER CASH

- 3.31. You may, by notice in writing provided to the reception desk of your Home Club, request a refund of any of your unused Member Cash in your Cashless Balance (**Refund Request**):
 - a) upon cancellation of your Next Gen Club membership under clause 3.28;
 - b) upon cessation of Cashless; or
 - c) in any other circumstance determined by Next Gen in its discretion.
- 3.32. Next Gen will, within a reasonable period following the receipt of your Refund Request, consider your request and, at its discretion, determine the Member Cash amount to be refunded to you (**Refundable Amount**). Following this determination, Next Gen will notify you that it either:
 - a) approves the Refund Request ; or
 - b) does not approve the Refund Request.
- 3.33. Next Gen may, at its discretion, deduct from your Cashless Balance any fees payable by you to Next Gen (including, but not limited to, any overdue Next Gen Club membership fees or any fee for a replacement Member Card).
- 3.34. If Next Gen approves your Refund Request under clause 3.32(a), it will pay you the Refundable Amount by way of cheque or by way of electronic funds transfer to your nominated bank account. No refunds will be made in cash or to a credit card account.
- 3.35. Next Gen is not under any obligation to provide you with reasons for not approving a Refund Request.
- 3.36. If you do not submit a Refund Request within 90 days of an event specified in clause 3.31, you will lose your right to submit a Refund Request and Next Gen will not be under any obligation to refund your Member Cash.

4. LOST OR STOLEN CARDS AND RESPONSIBILITY FOR USE

- 4.1. Your Member Card and Cashless Account is unique and personal to you.
- 4.2. You must ensure that your Cashless Account and your Member Card are not used by any other person.
- 4.3. You are responsible for the use and safety of your Cashless Account.
- 4.4. You are liable for all transactions on your Cashless Account, except to the extent to which there has been fraud or negligence by Next Gen or its employees.
- 4.5. A fee may be payable for a replacement Member Card in accordance with the Next Gen Club Rules available on the Next Gen Website.
- 4.6. If you receive a replacement Member Card, this card will allow you to make payments using Cashless. The membership number on that Member Card will provide you access to your Cashless Account. The previous card will cease to work.

5. LIABILITY

- 5.1. To the fullest extent permitted by law, Next Gen will not be liable for:
- a) any loss arising from:
 - i. any unforeseen circumstance or cause beyond Next Gen's control;
 - ii. Next Gen Club's refusal to accept your Member Card or honour a transaction you make using Cashless;
 - iii. unauthorised use of your Member Card for transactions using your Cashless Account, except if there has been fraud or negligence by Next Gen or its employees;
 - iv. Next Gen's compliance with legal or regulatory requirements;
 - b) loss or corruption of data, unless such loss or corruption was caused by Next Gen's wilful default;
 - c) loss as a result of business interruption;
 - d) loss of revenue;
 - e) loss of goodwill;
 - f) loss of opportunity;
 - g) loss of anticipated savings; or
 - h) any other indirect or consequential loss.
- 5.2. To the fullest extent permitted by law but subject to clauses 5.1 and 5.3, Next Gen's liability for breach any of these Terms is:
- a) if your Member Card is faulty as a result of Next Gen's actions or inactions, limited to, at Next Gen's discretion:
 - i. replacement of the Member Card; or
 - ii. repayment to you of Member Cash in your Cashless Balance;
 - b) if Member Cash is incorrectly deducted from your Cashless Balance as a result of Next Gen's actions, limited to crediting your Cashless Balance with the amount incorrectly deducted; or
 - c) in all other circumstances, limited to repayment of the amount of unused Member Cash in your Cashless Balance.
- 5.3. Nothing in these Terms will limit Next Gen's liability for death or personal injury.
- 5.4. To the fullest extent permitted by law, Next Gen excludes all conditions, warranties or other terms implied by law. However, nothing in these Terms limits Next Gen's liability in relation to the Consumer Guarantees Act 1993.

6. PRIVACY

- 6.1. The way in which Next Gen collects, uses, stores, protects and discloses your personal information is set out in Next Gen's Privacy Statement, which is available at the Next Gen Website (**Privacy Statement**).
- 6.2. By using Cashless (such as by loading funds into your Cashless Account or by using Cashless to pay for products and/or services) you acknowledge that you have read and accepted the terms in the Privacy Statement.

7. OTHER

- 7.1. **Disputes:** You must not start arbitration or court proceedings (except proceedings seeking urgent interlocutory relief) in respect of any dispute arising out of these Terms (**Dispute**) unless you first:
- a) notify Next Gen of the Dispute by contacting the General Manager or Club Manager of your Home Club and providing details of the Dispute; and
 - b) use reasonable endeavours to resolve the Dispute.
- 7.2. **Reliance:** You agree that in using Cashless you have not relied on any statement, understanding or agreement, whether oral or in writing, made by Next Gen or any other person.
- 7.3. **Governing law and jurisdiction:** These Terms are governed by, and are to be construed in accordance with, the laws of New Zealand. Each party irrevocably and unconditionally submits to the non exclusive jurisdiction of the courts of New Zealand.

NEXT GEN CASHLESS

TERMS & CONDITIONS (NEW ZEALAND)



SCHEDULE A

THIRD PARTIES OPERATING WITHIN NEXT GEN CLUB PREMISES

In accordance with clause 3.15(d) of these Terms, you must not use Member Cash, Promo Credit or Cashless to pay for goods and/or services from any third party including, but not limited to, persons, lessees or licensees operating within your Home Club.

Third parties operating within Next Gen Clubs include the following:

NEXT GEN CLUB

Next Gen Auckland Domain

THIRD PARTY OPERATOR

BK Pro Tennis

Peak Pilates

Terri Chin & Co