

# Airwallex Foreign Exchange Fee-Free Promotion Terms and Conditions

## Introduction

These terms and conditions ("**Terms**") govern your participation in the Airwallex Foreign Exchange Fee-Free Promotion ("**Promotion**") offered by Airwallex (New Zealand) Limited, FSP number 1001602 ("**Airwallex**," "**we**," "**us**," or "**our**"). These Terms are incorporated into and form part of any agreements between you ("**Participant**") and us ("**Customer Agreements**") regarding the use of our services ("**Services**") and shall be interpreted as such. Capitalised terms not defined herein shall have the meanings assigned to them in the Customer Agreements.

## 1. Promoter Details

Airwallex (New Zealand) Limited, Company No. 8151714, NZBN 9429047761044, registered office Suite 303, Floor 3, 87 Albert Street, Auckland Central, Auckland, 1010, New Zealand, is the promoter of this Promotion.

## 2. Eligibility Criteria

To be eligible for the Promotion, Participants must:

- a) Successfully sign up and be approved for an account to access Airwallex platform through our online Webapp ("**Airwallex Account**");
- b) Enrol in the Promotion via the designated link provided by Airwallex or method specified in Airwallex's Promotional Material (which may be delivered to you via email, social media post, webpage banner or other format) within the timeframe specified in the Promotional Material, unless the offer is withdrawn or extended by Airwallex prior;

## 3. Promotion Details

Eligible Participants will receive a waiver on standard customer mark-up/margin fees for the first certain amount of spot FX Conversions made using the Airwallex Account, as described in the Promotional Material. This fee waiver will be provided in the form of a cashback credited to the Participant's Airwallex Account after the end of each calendar month, based on qualifying

FX conversions made during that month. The waiver does not apply to other transaction types, including Lock FX or Forward Contracts.

#### **4. FX Promotional Limit**

The FX Promotional Limit will be calculated based on the currency sold to Airwallex, and may adjust for refunds, reversals, cancellations, mistaken payments, and other similar transactions. (For example, if an approved customer converts USD to GBP, Airwallex will calculate the AUD equivalent amount of the USD, where the USD is the currency sold to Airwallex)

#### **5. Expiration**

The fee waiver offer provided under this Promotion must be claimed or utilised within the promotional period specified in the Promotional Material. To claim the fee waiver, Participants must complete a spot FX Conversion using their Airwallex Account within this promotional period. Failure to claim the fee waiver within this timeframe will result in the forfeiture of the offer, and standard rates as shown on our [Fee Schedule](#) will apply to any transactions thereafter.

#### **6. Acceptance**

By participating in the Promotion, Participants accept these Terms and agree to be bound by them, effective as of the earliest of their written acceptance or the enrolment in the Promotion.

#### **7. Exclusivity**

This Promotion cannot be used in conjunction with any other offers unless specified by Airwallex.

#### **8. Rights Reserved**

Airwallex reserves the right to modify, suspend, or cancel the Promotion as necessary.

#### **9. Termination**

This Promotion will automatically end at the conclusion of the promotional period specified in the promotional material, unless extended, shortened, suspended, or cancelled earlier by Airwallex at its discretion. This Agreement will also automatically terminate if the Participant's Customer Agreement with Airwallex is terminated for any reason.

#### **10. Use of Personal Information**

Personal information collected will be used in accordance with our [Privacy Policy](#).

#### **11. Transferability**

Participants may not transfer their rights or obligations under these Terms without our written consent.

## **12. No Third-party Rights**

These Terms create rights and obligations only between the Participant and Airwallex; no third party may enforce any terms herein.

## **13. Governing Law and Jurisdiction**

These Terms are governed by the laws of New Zealand, and Participants agree to submit to the exclusive jurisdiction of the courts in Auckland, New Zealand.

## **14. Contacting Airwallex**

For inquiries, Participants should refer to the Promotional Material for details or contact us via email at [support@airwallex.com](mailto:support@airwallex.com) or through our website at [www.airwallex.com](http://www.airwallex.com).

## **15. Additional General Terms**

- Indemnification: Participants agree to indemnify Airwallex against any losses arising from their breach of these Terms, applicable laws, or misuse of the Promotion.
- Amendment Rights: Airwallex reserves the right to amend these Terms at any time.
- Conflict Resolution: In the event of a conflict between these Terms and any Customer Agreement, these Terms shall prevail.