## AIA Vitality VIP Terms and Conditions



- 1. These Terms and Conditions set out the basis on which the AIA Vitality VIP Program ("VIP Program") is offered by AIA Services New Zealand Limited ("AIA").
- 2. By participating in the VIP Program you agree:
- to be bound by these Terms and Conditions, the AIA Vitality Terms and Conditions, the AIA Vitality
  Terms of Use (applicable to our websites, portals, online facilities, smarts phone/tablet applications,
  tools, information, materials and contents relevant to the AIA Vitality Program);
- b. to consent to the sharing and disclosing of your name, regional location, total point status and status with other participants in the VIP Program and AIA's Business Development Managers, Marketing and AIA Vitality teams via methods including but not limited to email or other media such as posts to social media groups utilised by the VIP Program; and
- c. to comply with the VIP Program criteria which will be notified from time to time by AIA.
- 3. If, following a review of the VIP Program, you do not meet the criteria referred to in clause 2(c) above, AIA reserves the right to remove you from the VIP Program and cancel your AIA Vitality membership.
- 4. If you no longer wish to participate in the VIP Program, you must immediately notify your AIA BDM or Vitality Coach and your AIA Vitality membership will be cancelled accordingly.
- 5. If you wish to take out a retail AIA Vitality membership, you must complete all applicable documentation and submit this to AIA. By taking out a retail AIA Vitality membership, this will end your participation in the VIP Program. Any AIA Vitality points, tier status and other benefits earned or accrued through the VIP Program cannot be transferred to a retail AIA Vitality membership.
- 6. AIA reserves the right to vary these Terms and Conditions (including without limitation, to vary or extend the period of the VIP Program) by emailing updated terms and conditions to participants from time to time. AIA may cancel or vary the VIP Program at any time at its discretion and you acknowledge that your AIA Vitality membership may be cancelled as a result. In the event that AIA cancels or varies the VIP Program, it shall not be liable to any person for any costs, loss or damage (including costs, loss or damage caused by negligence) arising out of, or in connection with, such cancellation or variation.
- 7. You acknowledge and agree that all content of the VIP Program, including, but not limited to copyright such as images, graphics, visual presentations, audio commentary, and other participants' information and statistics (including names, regional location, total point status and status) shall remain the sole and exclusive property of AIA and you must not copy, reproduce or distribute any material in any form without AIA's prior written consent.
- 8. AIA may, after first obtaining your consent, use details of your participation in the VIP Program for any purpose, including without limitation for internal business purposes, marketing and advertising purposes, publicity, social media and illustration. You acknowledge and agree that copyright and all associated rights in any photograph, voice, sound or film recording or in any electronic representation will be owned by AIA.
- 9. AIA does not take into consideration your personal circumstances or needs when offering the VIP Program and you must seek your own tax advice in relation to the VIP Program and its associated AIA Vitality membership.
- 10. You acknowledge that the results of any activity conducted as part of the VIP Program may vary from participant to participant.
- 11. Participants join the VIP Program at their own risk. To the maximum extent permitted by law, AIA expressly disclaims any and all liability arising out of, or otherwise associated with, the VIP Program and will not be liable for any claims, damages, injuries, costs and expenses (including liability for tax or other government charges, or death, injury or any consequential loss) suffered, sustained or incurred in connection with the Program. AIA makes no express or implied representation or warranty regarding the completeness, accuracy, reliability or currency of the information or results provided.
- 12. All questions or disputes regarding the VIP Program including eligibility, criteria, activities and any other matter relating to participation in the VIP Program should be addressed to AIA for resolution.
- 13. These Terms and Conditions are governed by New Zealand law and you agree to submit to the exclusive jurisdiction of the courts of New Zealand in relation to them.