



Aon introduces Footprint Get a Will Money Week Promotion

Terms and Conditions – Will Package

Hello, and welcome to the terms and conditions for the Footprint* Get a Will September Money Week Campaign introduced by Aon**.

Eligibility

To be eligible for your online Will you must fulfil the following criteria:

- Be a member of the Aon KiwiSaver scheme; and
- You'll need to be at least 18 years old and a New Zealand Permanent Resident.

Things we would like you to be aware of:

- Please be aware that there is the possibility that you may start writing your Will online, but due to complexities in your situation, you may be advised to stop the online process and be referred to a Perpetual Guardian*** consultant for advice. This means you will be required to pay an additional fee to complete your Will. If you decide to stop at this point, you will not be charged a fee.
- If you do decide to get your Will with Perpetual Guardian the starting price is \$150. However, as a valued Aon KiwiSaver member and a Footprint customer you will be entitled to a \$50 discount. All you have to do is mention this campaign at the start of the process.
- Footprint will provide your Will as soon as possible – but no specific time-frames can be guaranteed. Footprint turnaround times can vary depending on volume, however Wills are usually provided between 2-5 working days.
- Once you've completed your online Will with Footprint we recommend you return it to us for safe keeping. The onus is on you to make sure your Will [is correctly signed, witnessed and returned to Footprint](#), so we recommend you follow all instructions provided alongside your Will carefully. Footprint won't be accountable for following up on any Wills that have not been returned to us, but we are available to answer any questions you may have, or help check that your Will has been signed and dated correctly if you return it to us.
- Your Will may not be legal until it's been correctly signed and witnessed. If you'd like to know how to properly sign and witness your Will, check out our quick step-by-step video here: ["How to sign and witness your Will"](#)

All information that Footprint holds in relation to you and your Will is to be held in accordance with the [Privacy Act 1993](#) (and [Footprint's privacy statement](#)). To the extent permitted by law, Footprint is not liable for any loss suffered or sustained, to any person including, but not limited to, consequential (including economic) loss by reason of any act or omission, deliberate or negligent, by Footprint, or its servants or agents, in connection with the offer.

Aon is not providing any goods or services in respect of this promotion, nor is Footprint acting in any way as an agent or in partnership with Aon. Aon is therefore not in any way responsible for any Footprint or Perpetual Guardian Wills or service standards. You acknowledge and agree that Aon has no liability in respect of the Footprint Get a Will Money Week Promotion and you therefore hold Aon harmless from any or all claims or any sort for damages or other relief or liability for any acts or omissions of Footprint and/or Perpetual Guardian in relation to the services provided as part of the Footprint Get a Will Money Week Promotion.

The offer is not transferable, refundable or redeemable for cash.

This offer is not available in conjunction with any other offer from Footprint.

Footprint's [standard terms and conditions](#) continue to apply. For consultant assisted Will instructions, Footprint reserves the right to decide whether your situation is a simple or complex Will – a complex Will may incur disbursements (third party charges) that will be agreed with you in advance of being incurred.



The Offer is on online Wills alone and does not include estate administration.

Footprint reserves the right to change the terms and conditions at any time without notice. Entry into this offer implies full acceptance of all terms and conditions of the offer.

**Footprint is a trading name of Footprint New Zealand Limited*

****Aon is the trading name of Aon New Zealand.**

****Perpetual Guardian is a trading name of The New Zealand Guardian Trust Company Limited and Perpetual Trust Limited*

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General Footprint Terms of Service – Single Will

Welcome to Footprint's Single Will service. These terms set out the scope and use of the Single Will service ("Services") provided by Footprint¹. By using these Services, you are agreeing to be bound by these Terms of Service.

Intellectual Property

The Services including any original content, features and functionality used as part of the Services are and will remain the exclusive property of Footprint and its licensors. The Services are protected by copyright, trade mark and other laws of both New Zealand and foreign countries. Our trademarks and copyright material may not be used in connection with any product or service without the prior written consent of Footprint.

Accounts

When you create an account with us, you must provide us information that is accurate, complete, and current at the time. An account is automatically created with your email address when you provide us a password on the "Your Details" page.

If you become aware that any information you have provided to us is incorrect, you must let us know as soon as is practicable. We recommend you keep information used as part of the Services up to date to ensure it remains accurate. In providing any information to us, whether in relation to you or a third party, you must have appropriate authorisation to disclose such information for the purposes it will be used for by us. In providing such information, you agree with the Privacy Act 1993 and any obligations owed to any third party.

If you choose, or you are provided with, a user identification code, password or other piece of information as part of our security processes, you must treat such information as confidential and you must not disclose this to any third party.

You may not use as a username the name of another person or entity that is not lawfully available for use, a name or trade mark that is subject to any rights of another person or entity other than you without appropriate authorization, or a name that is otherwise offensive, vulgar or obscene.

You will promptly notify us on becoming aware of any third party using, or becoming aware of, your confidential information (for example, your user identification code or password). You will immediately take all necessary steps to change the password associated with any account that has been compromised.

Your Data

You will provide us with personal data including family information, assets and your Will instructions. Your data will be used to draft your Will and deliver the Services. It is your sole responsibility to ensure your data is accurate, complete and error free. Footprint is under no obligation to confirm or validate the information that you provide in its provision of the Services.

We will meet our obligations under the Privacy Act 1993, including the collecting, using and storing of your data.

Fees and Purchases

We may change the fees but will give you advance notice of these changes via a message to the email address associated with your account.

¹ Footprint is the trading name of Footprint New Zealand Limited whose registered office is at 12 Madden Street, Auckland, 1010, New Zealand.



If you make a purchase using the Services, you will be asked to supply certain information relevant to your purchase including (without limitation) your credit card number, the expiration date of your credit card, your billing address, and your email address.

You represent that you have the legal right to use any credit card(s) to purchase Services and that the information you supply to Footprint is true, correct and complete.

By submitting such information, you grant us the right to provide the information to third parties for purposes of facilitating the completion of Purchases.

We reserve the right to refuse or cancel your order at any time for reasons including but not limited to the availability of services. Within 14 calendar days of receiving the first draft of your Will you are entitled to two alternations to your Will without additional charges.

Any mistakes made by Footprint's drafting team will not be charged against you the client, if the resulting mistakes require additional alterations to your Will.

Refund Policy

You are free to stop using our Services at any time. If you are not completely satisfied with your purchase, in addition to your rights as a consumer under the Consumer Guarantees Act 1993 and other applicable New Zealand laws and regulations, you may also be eligible to obtain a refund under Footprint's Refund Policy as described below.

If you have a problem with the Will provided, you have up to 14 calendar days from the time you receive your Will to initiate a return. Please visit our online contact us page to email us for assistance. One of our team will contact you to discuss the problem that you have encountered. Our office hours are Monday - Friday 8.30am to 5.30pm on business days.

As the online Will is a service based directly on the information you have provided we are unable to provide a refund due to information that has not been provided accurately or if you have changed your mind. However if we determine that the error is genuine and can be rectified immediately we may at our sole discretion issue an updated copy of the Will. This may result in additional charges; however these will be discussed with you prior to any changes being made. We cannot exchange the Will for alternative services or issue a credit note. We will determine the appropriate payment method to be used for any refunds.

Service "AS IS"

To the fullest extent permitted by law, Footprint and its affiliates, suppliers and distributors make no guarantees, warranties, either express or implied, about the Service. The Service is provided "as is". To the fullest extent permitted by law, we also disclaim any warranties of merchantability, fitness for a particular purpose and non-infringement of the Service.

Limitation of Liability

To the fullest extent permitted by law:

- In no event will Footprint, its affiliates, suppliers or distributors be liable for any indirect, special, incidental, punitive, exemplary or consequential damages or any damage to, or loss of, any original documents or copies of original documents held by Footprint, or any loss of profits or loss of use, or theft, of personal information or business data, regardless of whether or not Footprint has been warned of the possibility of such damages; and
- The maximum aggregate liability of Footprint, its affiliates, suppliers and distributors for all claims relating to the Service in any 12 month period will be limited to the amounts paid by you for use of the Services during that 12 month period.



Indemnification

As a condition of your use of the Service, you agree to indemnify, defend, and hold harmless Footprint, its directors, employees, shareholders, agents, lawyers, affiliates, suppliers, successors, and assigns from and against any and all liability, loss, claim, demand, suit, proceeding, damage, cost, and expense, including reasonable lawyer's fees and costs, arising out of or resulting from:

- Any violation of you by these Terms; or
- The content of any information you (or anyone using your account) submit, post, or transmit through the Footprint site;
- Your (or anyone using your account's) use of Footprint;
- Any negligent acts, errors, or omissions of you, or your agents.

Modifications

We may revise these Terms from time to time, and will always post the most current version on our website. If a revision meaningfully reduces your rights, we will notify you. By continuing to use or access the Service after the revisions come into effect, you agree to be bound by the revised Terms.

Governing Law

These Terms and the provision of the Service will be governed by New Zealand law and you submit to the exclusive jurisdiction of the courts of New Zealand in respect of these Terms and the Service.

Entire Agreement

These Terms constitute the entire agreement between you and Footprint with respect to the subject matter of these Terms, and supersede and replace any other prior or contemporaneous agreements, or terms and conditions applicable to the subject matter of these Terms, provided that if you otherwise use our online client portal service, you will still be subject to our terms of use in respect of such usage (which are available on the portal). These Terms create no third party beneficiary rights.

Waiver, Severability & Assignment

Our failure to enforce a provision is not a waiver of our right to do so later. If a provision is found unenforceable, the remaining provisions of the Terms will remain in full effect and an enforceable term will be substituted reflecting our intent as closely as possible. You may not assign any of your rights under these Terms and any such attempt will be void. Footprint may assign its rights to any of its affiliates or subsidiaries or to any successor in interest of any business associated with the Service.

Cookies

This website uses cookies. By using the Services and agreeing to these Terms, you consent to Footprint's use of cookies in accordance with the terms of Complectus' Privacy Policy.

Third party software

In order to provide the Services or support links to other websites, it may be necessary to use particular computer equipment or to download or install certain pieces of software. If you are unable to access all or part of the Services because it does not automatically include access to any necessary software or equipment, this will not constitute a breach of the Terms. To the fullest extent permissible by law, we will not be liable for any loss, damage or expense which may result from your inability to access or use the Services.



General Footprint Terms and Conditions – Will It

Welcome to Footprint’s Will It Package subscription. By signing up to Footprint’s Will It Package subscription, Footprint New Zealand Limited (“Footprint”) has agreed to provide you the following services (“the **Services**”). The Services are provided subject to the terms and conditions set out below. These terms apply from when first full payment of the Footprint Will It Package subscription is received (“the **Commencement Date**”).

Footprint Services (“the Services”)

Your Footprint Will It subscription entitles you to:

1. Completion of a Footprint online **Will** or the ability to upload your existing Will into your vault or completing a consultant Will with our sister company Perpetual Guardian² with a \$50 discounted applied.
2. An annual **update of your online Will**, this service lets you make any changes that are within the ambit of what the Footprint platform allows.

If the changes you wish to make cannot be supported by the Footprint platform such as where the said change(s) requires legal advice and/or is likely to make your estate “complex”³, we will recommend an appointment with a Perpetual Guardian adviser. You will receive a \$50.00 discount off the additional charges that apply if this is required.

If you have elected to upload a Will drafted from a provider other than Footprint or Perpetual Guardian, Footprint is in no way responsible for the quality or accuracy of the contents or structure of this Will. Footprint annual updates are available to the subscriber however, only in the instance where the Footprint platform allows and your circumstances do not require third party advice. The \$50.00 consult discount only applies to Perpetual Guardian Wills and not any other providers.

3. Access to a secure digital storage service (“the **Vault**”), allowing you to electronically store and update your Will, documents and other material.
4. Physical storage of your Will.

Fees and Payment

Footprint charges an annual subscription fee (“**Footprint Fee**”) for the Services. The first year of your subscription is payable in advance. There is the option on the second year to change your payments to monthly.

The Footprint Fee must be paid by credit card. We will notify you when your subscription is due for renewal.

Footprint fees are subject to change as deemed appropriate to keep in alignment with economic and business variations. Any fee changes will be communicated a minimum of one month prior to taking effect and will not be applied until the end of the subscription term already in place.

Footprint Service Exclusions

Footprint reserves the right to decline your subscription.

If you are bringing your existing Will to Footprint you acknowledge that the above exclusions apply to the administration of your estate. If your Will includes any of the above exclusions these will be charged from your estate on a time and cost basis.

² If you complete a Will with Perpetual Guardian you are able to claim a \$50.00 discount off this Will. The same discount applies for completing your annual update.



The onus is on the subscriber to ensure their Will is valid, signed and kept updated to account for their current circumstances.



Variation

Footprint's Standard Terms and Conditions are subject to change from time to time. We will notify you of such changes in writing. It is the responsibility of the subscription holder to keep Footprint updated with current contact details.

Cancellation

You may cancel your subscription to the Footprint Service at any time by providing us written notice. You will need to email us at info@myfootprint.co.nz to cancel. Upon cancellation, you will not be issued a refund for any remaining months of your annual subscription. You will however retain access to all your Footprint services and benefits until the expiry of your subscription.

If you choose to cancel your subscription part the way through year one or mid-month on year two no refunds are provided. You do however still have full access to all products and services included in your subscription fee until the end of the year (for year one) or the month (year two).

If your subscription payment falls in arrears, Footprint will contact you by email to obtain payment within 28 days. If payment is received during this period, you will continue to enjoy use of all Footprint services. In the event that the full payment is not received during this period, you will no longer be eligible for any Footprint services and Footprint is under no obligation to renew your subscription.

Footprint may terminate its services in its entirety. If Footprint exercises this right, it will continue to offer you services until the end of your current subscription term.

Footprint, Perpetual Guardian or any other provider are under no obligation to provide or arrange the provision of estate administration services.

Once we receive notification of cancellation or non-payment of your subscription fees you will have one month to remove all your personal files and content before your access is removed.

Other Important Terms

Footprint is not a statutory Trustee Company and will not be providing estate administration or executorship services. Footprint uses Perpetual Guardian, a statutory trustee company regulated by the Trustee Companies Act 1967 as the provider of executorship and estate administration services to Footprint's customers.

Footprint is not an insurance product and is not a pre-payment product. Should you terminate your subscription with Footprint, you will not be entitled to a refund of any kind.

By becoming a Footprint subscriber, you agree not to misuse the Vault or help anyone else to do so. For example, you must not do any of the following in connection with the Vault:

- Probe, scan or test the vulnerability of any system or network;
- Breach or otherwise circumvent any security or authentication measures;
- Access, tamper with or use non-public areas or parts of the Vault, or shared areas of the Vault you haven't been invited to;
- Interfere with or disrupt any user, host or network, for example by sending a virus, overloading, flooding, spamming or mail-bombing any part of the Vault;
- Abuse referrals or promotions to get more storage space than allocated;
- Circumvent storage space limits;
- Sell the Vault unless specifically authorised to do so;



- i. Publish or share materials that are unlawfully pornographic or indecent, or that contain extreme acts of violence;
- ii. Advocate bigotry or hatred against any person or group of people based on their race, religion, ethnicity, sex, gender identity, sexual preference, disability or impairment;
- iii. Harass or abuse Footprint personnel or representatives or agents performing services on behalf of Footprint;
- iv. Violate the law in any way, including storing, publishing or sharing material that is fraudulent, defamatory or misleading;
- v. violate the privacy or infringe the rights of others; or
- vi. Any other acts or omissions in breach of any New Zealand law.



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Footprint Will Package Terms & Conditions

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Footprint Services (“the Services”)

Your Footprint subscription entitles you to:

1. Completion of a Footprint online Will or the ability to upload your existing Will into your vault or completing a Will with a consultant from our sister company Perpetual Guardian[1] with a \$50 discount.
2. An annual update of your online Will, this service lets you make any changes that are within the ambit of what the Footprint platform allows. If the changes you wish to make cannot be supported by the Footprint platform such as where the said change(s) requires legal advice and/or is likely to make your estate “complex”[2], we will recommend an appointment with a Perpetual Guardian adviser. You will receive a \$50.00 discount off the additional charges that apply if this is required. If you have elected to upload a Will drafted from a provider other than Footprint or Perpetual Guardian, Footprint is in no way responsible for the quality or accuracy of the contents or structure of this Will. Footprint annual updates are available to the subscriber however, only in the instance where the Footprint platform allows and your circumstances do not require third party advice. The \$50.00 consult discount only applies to Perpetual Guardian Wills and not any other providers.
3. Access to a secure digital storage service (“the Vault”), allowing you to electronically store and update your Will, documents and other material.
4. Physical storage of your Will.
5. Access to an exclusive estate administration package with Perpetual Guardian, valued at \$10,000.

Estate Administration Services

Footprint partner with Perpetual Guardian to provide estate administration services, the Footprint estate administration package includes the following services:

- Locate and liaise with your family or next of kin following notification of your passing away;
- Obtain a grant of administration or probate, if applicable, from the High Court (a legal authority to act in your estate);
- Provide your beneficiaries with an estate management plan and regular updates that will detail the administration of the estate and progress;
- Compile a list of assets and liabilities of the estate;



- Deal with the assets of your estate once a grant of administration or probate has been obtained; for example, closing bank accounts, redeeming investments, co-ordinating the sale of property and collecting proceeds of insurance policies;
- Pay debts out of your estate's assets; for example, funeral costs and credit card balances;
- Record any transmission of property by survivorship relating to any jointly owned New Zealand assets;
- Finalise your taxation matters including filling personal tax returns to date of death and dealing with any required estate tax returns from date of death and final distribution; and
- Prepare financial statements for the estate and provide copies to the beneficiaries of the estate.

Fees and Payment

Footprint charges an annual subscription fee ("Footprint Fee") for the Services. The first year of your subscription is payable in advance. There is the option on the second year to change your payments to monthly.

The Footprint Fee must be paid by credit card. We will notify you when your subscription is due for renewal.

The Footprint Fee will continue to be charged until your estate is settled. As the final subscription fee may occur after your passing the final fee will be, prorated to the nearest month and will be applied against your estate.

Footprint fees are subject to change as deemed appropriate to keep in alignment with economic and business variations. Any fee changes will be communicated a minimum of one month prior to taking affect and will not be applied until the end of the subscription term already in place.

If you pass away in the first 5 years of your subscription, and following your death, your estate uses Footprint's estate administration services (including Executor support as per Clause 3) your estate will be charged a one-off fee of \$5,000.

Executor Support

Where Perpetual Guardian is not named as executor in your Will, Perpetual Guardian are able to assist your executor by preparing documents and providing guidance and advice. Perpetual Guardian's assistance will exclude completing any transmission(s), transfers or sale of property as Perpetual Guardian is prohibited from undertaking certain tasks with respect to an estate where Perpetual Guardian has not be appointed as executor.

If your executor does not request Perpetual Guardian's executor support, your estate will not be issued any refund of any subscription fees paid to Footprint and your estate may be liable for fees, costs and disbursements incurred by your executor.

Footprint Service Exclusions

Footprint reserves the right to decline your subscription.

Where the estate is "complex" Perpetual Guardian as the Executor will charge fees on its usual time and cost basis, for services provided specifically to deal with those aspects of your estate which make it "complex". In such circumstances, Perpetual Guardian will levy its fees against your estate directly. A complex estate is defined as administering ("Complex"):

- Assets or outside of New Zealand;
- Assets given to beneficiaries that live outside of New Zealand;
- An intestate estate;



- An estate appointing co-executors;
- A charitable trust, inheritance trust or a testamentary trust;
- A life interest or right of occupancy in any properties of the estate; or
- An estate which is challenged by your beneficiaries or potential beneficiaries, including dispute management.

Costs and disbursements incurred by Perpetual Guardian in undertaking estate administration including but not limited to court fees, bank charges and third party professional advisers fees (including but not limited to legal, tax, accounting whether these are provided by third parties or by Perpetual Guardian);

If you are bringing your existing Will to Footprint you acknowledge that the above exclusions apply to the administration of your estate. If your Will includes any of the above exclusions these will be charged from your estate on a time and cost basis.

The estate administration package can only be redeemed if a valid and signed Will is in place at the time of death. The onus is on the subscriber to ensure their Will is valid, signed and kept updated to account for their current circumstances.

Variation

Footprint's Standard Terms and Conditions are subject to change from time to time. We will notify you of such changes in writing. It is the responsibility of the subscription holder to keep Footprint updated with current contact details.

Cancellation

You may cancel your subscription to the Footprint Service at any time by providing us written notice. You will need to email us at info@myfootprint.co.nz to cancel. Upon cancellation, you will not be issued a refund for any remaining months of your annual subscription. You will however retain access to all your Footprint services and benefits until the expiry of your subscription.

If you choose to cancel your subscription part the way through year one or mid-month on year two no refunds are provided. You do however still have full access to all products and services included in your subscription fee until the end of the year (for year one) or the month (year two).

If your subscription payment falls in arrears, Footprint will contact you by email to obtain payment within 28 days. If payment is received during this period, you will continue to enjoy use of all Footprint services. In the event that the full payment is not received during this period, you will no longer be eligible for any Footprint services and Footprint is under no obligation to renew your subscription.

Footprint may terminate its services in its entirety. If Footprint exercises this right, it will continue to offer you services until the end of your current subscription term.

If your subscription is cancelled or is not current or in arrears at the date of your death, Perpetual Guardian or any other provider will not be under any obligation to arrange the provision of estate administration services. Footprint will not be responsible for the costs of any estate administration. In such circumstances, your estate will be charged for any estate administration services conducted by Perpetual Guardian in accordance with their standard terms which can be found on their website, unless otherwise agreed in writing.

Once we receive notification of cancellation or non payment of your subscription fees you will have one month to remove all your personal files and content before your access is removed.

Other Important Terms



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Footprint is not an insurance product and is not a pre-payment product. Should you terminate your subscription with Footprint, you will not be entitled to a refund of any kind.

By becoming a Footprint subscriber, you agree not to misuse the Vault or help anyone else to do so. For example, you must not do any of the following in connection with the Vault:

- Probe, scan or test the vulnerability of any system or network;
- Breach or otherwise circumvent any security or authentication measures;
- Access, tamper with or use non-public areas or parts of the Vault, or shared areas of the Vault you haven't been invited to;
- Interfere with or disrupt any user, host or network, for example by sending a virus, overloading, flooding, spamming or mail-bombing any part of the Vault;
- Abuse referrals or promotions to get more storage space than allocated;
- Circumvent storage space limits;
- Sell the Vault unless specifically authorised to do so;
- Publish or share materials that are unlawfully pornographic or indecent, or that contain extreme acts of violence;
- Advocate bigotry or hatred against any person or group of people based on their race, religion, ethnicity, sex, gender identity, sexual preference, disability or impairment;
- Harass or abuse Footprint personnel or representatives or agents performing services on behalf of Footprint;
- Violate the law in any way, including storing, publishing or sharing material that is fraudulent, defamatory or misleading;
- Violate the privacy or infringe the rights of others; or
- Any other acts or omissions in breach of any New Zealand law.