

Stays

Why this information is important

These terms and conditions (the "**Stays Terms**") govern the relationship between you and Revolut Payments New Zealand Pty Ltd (NZBN 9429048733212) ("**Revolut**", "**we**", "**our**" or "**us**") in respect of the Revolut Stays feature ("**Stays**"). These Stays Terms form a legal agreement between you and us and apply whenever you use and make a booking through the Stays feature.

1. What is Stays?

The Stays feature allows you to book accommodation offered by Nuitee Travel Limited ("**Nuitee**") and Expedia, Inc ("**Expedia**") and its related group of companies directly in the Revolut app (the "**App**"). Accommodation which may be available includes:

- (**Nuitee Accommodation**) hotel and other accommodation offered by Nuitee;
- (**Expedia Accommodation**) hotel and other accommodation offered by Expedia; and
- (**VRBO/Stayz Properties**) short-term rental properties offered through VRBO.com, stayz.co.nz, bookabach.co.nz and other websites by Expedia's subsidiaries, including HomeAway.com Inc. and Bookabach Limited (each and collectively, "**VRBO**"). These VRBO/Stayz Properties will clearly be marked with "**VRBO**" or "**Stayz**" if they are a VRBO/Stayz Property.

Types of Stays

In these Stays Terms, any Nuitee Accommodation, Expedia Accommodation or VRBO/Stayz Property is known as a "**Stay**". Different terms and conditions apply to your Stay, based on whether the booking is for Nuitee Accommodation, Expedia Accommodation or a VRBO/Stayz Property. Nuitee Accommodation, Expedia Accommodation and VRBO/Stayz Property may each be booked via Stays, but will be subject to different terms. It will be made clear in the App where a Stay is a VRBO/Stayz Property and these Stays Terms explain the different terms that apply when your chosen Stay is a VRBO/Stayz Property (see Section 7 (*Special terms when booking VRBO/Stayz Properties*) below).

A Revolut account is necessary to use Stays and by booking a Stay, you authorise us to provide the payment services associated with the booking of your Stay (for example, when Revolut debits your account for the amount of your Stay after you confirm your booking). Accordingly, the [Personal Terms](#) will apply to you as well in respect of payments when you use the Stays feature. You should familiarise yourself with your rights and obligations under the [Personal Terms](#). You may also earn and redeem Points under the RevPoints Program in connection with Stays and the [RevPoints Terms](#) will apply.

Contractual Relationship

We offer Stays in connection with both Nuitee and Expedia, who will process your personal information in connection with Stays. Please see section 8 (*Privacy*) below, for more information. When you make a Stays booking, you contract with Nuitee or Expedia (or an Expedia group company) for the provision of the Stay. Revolut does not supply any Stays, but provides a platform through which you can book a Stay via the Nuitee or the Expedia group.

Accordingly the Nuitee and the Expedia group's terms will apply to the booking of your Stay and:

- in the majority of cases, you need to follow Nuitee's or Expedia's terms which you can find here (<http://www.nuitee.com/terms-and-conditions>) and [here](#); and
- if your chosen Stay is a VRBO/Stayz Property you will need to comply with VRBO's terms instead, which you can find [here](#).

The relevant terms will be provided to you in a link prior to you booking the relevant Stay.

You will also need to follow the relevant Stay's booking and cancellation policy ("**Cancellation Policy**") each time you make a booking. The Cancellation Policy will determine your rights if you want to cancel or amend any booking of a Stay. The Cancellation Policy will also be provided to you in the App prior to you booking a Stay.

2. Booking a Stay

You can book a Stay through the App.

When you book a Stay through the App, you may have multiple payment options (including "pay now" or "pay later" options - please see below for more details). The

payment options available to you may change depending on the Stay you are booking and are determined by us and Expedia.

“Pay now”

If you choose to “pay now” for your Stay when you book it, you will be given the option to use your RevPoints. If you choose to use RevPoints, they will be debited from your Revolut account. The transaction will be displayed in your Revolut account as “Revolut Stays” to help you identify that the payment relates to your booking. If you make a “pay now” booking, Nuitee or Expedia (as applicable) will pass your information onto the relevant accommodation provider to confirm your Stay. You will receive a confirmation email from Nuitee or Expedia (as applicable) once your Stay is confirmed.

If your chosen Stay is a VRBO/Stayz Property, payment with RevPoints is not an option and you will only be able to pay for the Stay using your Revolut card. Before you confirm your Stay at a VRBO/Stayz Property, you will be shown the amount of the Stay, the deposit for potential damage and incurring incidental fees (“**the VRBO Deposit**”) and the service fee, if either or both of these apply. Your authorisation for the card payment will cover all of these things (if applicable). Please see Section 7 (*Special terms when booking VRBO/Stayz Properties*) below for more information on the VRBO Deposit and service fee. Once you book your Stay, we will provide the booking to VRBO. You will receive a confirmation email from us and from VRBO once your Stay is confirmed.

“Pay later”

We’ll make it clear to you in the App where you have the option to pay later. If you choose to “pay later” for your Stay, you will need to provide Nuitee or Expedia (as applicable) with your Revolut card details to secure the Stay booking. Nuitee or Expedia (as applicable) will use your Revolut card to automatically pay for your Stay at an agreed later date closer to or at accommodation your arrival time.

Pay later bookings are secured against your Revolut card. If you do not show up for your booking, or if you cancel outside of the Stay’s cancellation window (as per the Stay’s booking and cancellation policy) your card will be charged the amount you owe.

Earning RevPoints

Any payment you make for a Stay using your Revolut account may also be eligible to earn Points. We’ll show you how many Points you’re entitled to in the App. If you have made a booking, but then cancel or modify it, the RevPoints you received will be reversed or updated to reflect the new amount of the booking, as set out in these

Stays Terms. Any Points earned will be credited to your account based on the type of Stay, and the method of payment you've chosen.

3. Cancelling a booking

Each Stay's Cancellation Policy explains what happens if you cancel and will vary for each Stay. Revolut has no control over the Cancellation Policy applicable to a Stay. Key details about your Stay's Cancellation Policy will be shown to you when you select the relevant Stay in the App. You will be able to see details such as:

- what the free cancellation window is (if any); and
- the implications of cancelling (whether there's a refund/partial refund or no refund and whether the accommodation provider will charge your Revolut card for an amount as a result of cancelling).

Cancelling a "pay now" booking

If your booking is refundable and you ask to cancel within the relevant Stay's free cancellation window, you will be entitled to a refund. This may be a full or partial refund, depending on the Stay's policy. If you paid using your Revolut account, we will credit your Revolut account with the relevant amount. We will also reverse any Points that you received.

If your booking is non-refundable or you ask to cancel outside of the relevant Stay's cancellation window, you will not be entitled to a refund.

If your Stay is for a VRBO/Stayz Property and you ask to cancel outside of the free cancellation window, you will also not be entitled to a refund of any service fee paid. Whether you are entitled to receive a refund for the amount of the VRBO deposit will depend on the relevant Cancellation Policy.

Cancelling a "pay later" booking

All "pay later" bookings can be cancelled for free where the cancellation is made within the free cancellation window. If you cancel your booking within the free cancellation window, your Revolut card will not be charged by the relevant Stay. If you're looking to cancel a "pay later" booking outside of the free cancellation window, you may have to pay for all or some of the booking. This will be set out in the Stay's Cancellation Policy at the time you book. We'll also tell you how much this will be at

the time you cancel in the App. This amount will be charged to your Revolut card automatically.

4. Modifying your booking

Nuitee Accommodation or Expedia Accommodation

If you want to change your dates, room, number of guests, or your check-out time, the relevant Stay will determine how they manage your requested changes. You can request changes through the App, and we will confirm with Nuitee or Expedia (as applicable) whether your Stay has the ability to accommodate or agrees to your requested change/s.

Changes that you request may increase the price of your Stay (for example if you change to a more expensive tier of room). Please refer to Nuitee or Expedia's Terms and Conditions and the relevant Cancellation Policy for your Stay for more information. Revolut has no control over whether your requested change/s will be approved by Nuitee or Expedia.

VRBO/Stayz Properties

For VRBO/Stayz Properties, you can request to change the dates, room, number of guests, or your check-out time by clicking on the link in your VRBO booking confirmation email. This link will redirect you to a VRBO website page where you can manage your booking directly with VRBO's support team. VRBO's support team will manage any changes to your booking directly with you without our involvement. If you want to change to a different VRBO/Stayz Property entirely, you may need to cancel your original booking and book your preferred VRBO/Stayz Property through the App. VRBO's support team will confirm what steps you need to take when you speak to them through the VRBO website page.

If your change is approved by VRBO, you may have to pay more if the price of what you are changing to is greater or if the deposit and/or service fee increase due to the change. VRBO's support team will confirm whether this applies and will arrange for payment directly with you. If your change results in a decrease in the amount of your Stay, VRBO's support team will confirm if you are entitled to any refund. Please refer to [VRBO's Terms and Conditions](#) and the relevant Cancellation Policy for your Stay for more information. **Revolut has no control over whether your requested change/s will be approved by VRBO, what additional steps you need to take to secure the change/s, and what additional payment may be required or what refunds you may be entitled to.**

5. What happens if my Stay becomes unavailable?

If your Stay is no longer able to guarantee your booking, our Support team will try to help you find alternative accommodation. Our Support team will engage with you through the call or chat functionality in the Support inbox within the Revolut App to provide you with alternative options.

Nuitee Accommodation or Expedia Accommodation

If you accept an alternative Stay and:

- you originally paid under the “pay now” option, we’ll update your booking and cover any price difference if the new price is greater than your original booking (you won’t receive any more Points). If the new price is less than the original booking, we won’t refund you the difference or recoup the difference in Points; or
- at the time of booking your original accommodation you chose to “pay later”, you’ll be required to pay the new price whether it is more or less than your original booking and you’ll receive Points based on the new amount.

If you do not accept or can’t find a suitable alternative Stay and choose to cancel your booking, you’ll receive a refund even if this occurs outside of the Stay’s free cancellation window, and any Points earned will be reversed.

VRBO/Stayz Properties

If your Stay is a VRBO/Stayz Property and becomes unavailable, we will let you know and ask that you reach out to VRBO’s support team via the link in the VRBO booking confirmation email. VRBO’s support team will assist you in finding an alternative VRBO/Stayz Property. If no alternative is acceptable, you can cancel and receive a full refund even if it is outside of the VRBO/Stayz Property’s free cancellation window. We won’t credit your account with Points if this occurs.

6. Non-compliance with terms

In the event that you are not complying with any applicable terms (including Expedia’s and VRBO’s terms, any Cancellation Policy or these Stays Terms) we reserve the right to cancel your Stay booking with notice to you. Should this occur, you will not be entitled to any refund or any Points. We also have the right to reverse any Points we

already credited to your account for bookings where you were in breach at the time of those bookings or at the time we credited the Points.

7. Special terms when booking VRBO/Stayz Properties

VRBO/Stayz Properties are short-term rental properties and are not hotels. Accordingly, additional terms apply to any Stay which is a VRBO/Stayz Property.

VRBO Deposit

By confirming your Revolut card payment for your Stay at a VRBO/Stayz Property, you agree to pay a service fee and, if one applies, a deposit for potential damage and incidental fees (defined as a “**VRBO Deposit**” above). The maximum amount of the VRBO Deposit will be shown to you in the app before you confirm your Stay.

The VRBO Deposit is intended to cover any damage to the VRBO/Stayz Property caused by you or your guests during your stay, and the cost of repairs or work needed to fix the damage. In some cases, there will not be any VRBO Deposit but your Revolut card details (those provided at the time of your booking) may be charged after your Stay is complete if VRBO confirms you or your guests caused damage to the VRBO/Stayz Property during your Stay. The maximum amount that could be charged to your Revolut card will be shown to you in the App before you confirm your booking.

If you paid a VRBO Deposit and no issues arise, it will be refunded to you a few weeks after your Stay. However, if the VRBO/Stayz Property reports that you or your guests caused damage during your Stay and/or have incurred incidental fees, we will let you know and will confirm:

- how much money will be deducted from the VRBO Deposit you paid and/or how much money will be charged to your Revolut card to supplement the total damage cost; or
- if you did not pay a VRBO Deposit, how much money will be charged to your Revolut card to cover the total damage cost.

You have the right to challenge a claim that you damaged the VRBO/Stayz Property - please contact Revolut's Support team and provide supporting evidence so we can help you with your case. We will share any information you have provided to us in support of your claim, confirm if there is any change in decision regarding your VRBO Deposit, and provide you with any refund to which you are entitled in connection with any change in decision.

RevPoints

Where you have completed a Stay at a VRBO/Stayz Property, Points earned will be credited to your Points balance at the end of the month following your Stay (rather than at the time of booking). Points earned will be based on a percentage of the cost of your Stay, excluding any applicable fees (e.g. the service fee and/or any additional charge for damage incurred) and any VRBO Deposit.

8. New Zealand Consumer Law

Any Stays are subject to the Cancellation Policy of the Stay and Nuitee/Expedia/VRBO's own terms and conditions. If you have any issues or questions about your Stay, you should raise them with Nuitee or Expedia as the case may be. Revolut has no control over the delivery Stay or your experience during your Stay.

However, to the extent that you acquire services from us as a consumer under the Fair Trading Act 1986 or the Consumer Guarantees Act 1993 ("**New Zealand Consumer Law**"), you have certain rights and remedies that cannot be excluded, restricted or modified by agreement (including by the Stays Terms). Revolut is not responsible for providing you with remedies under the New Zealand Consumer Law in respect of any failure in the delivery of a Stay through Nuitee, Expedia or VRBO.

Nothing in these Terms, restrict or modify any such rights you may have under the New Zealand Consumer Law.

To the extent that the New Zealand Consumer Law permits us to limit our liability, then our liability is limited to in the case of services, supplying the services again or payment of the cost of having the services supplied again. We will not be liable to you for any indirect or consequential loss of any nature (including, without limitation, for loss of revenue, loss of profits and any other commercial or economic loss of any nature) arising from the Stays feature, subject to our own fraud, negligence or wilful misconduct.

9. Privacy

Revolut will manage all personal information provided by you in connection with Stays in accordance with our [Privacy Policy](#).

In using the Stays feature, you will be asked to provide certain personal information including your contact details and other relevant information to make your Stays booking. When you provide this personal information you consent to our processing and sharing it with Nuitee and the Expedia group.

When you book a Stay, the personal information you may be required to provide may include:

- given name and surname;
- date of birth or age;
- nationality and passport details;
- phone number;
- email address and residential address; and
- payment information.

We will share all personal data with Nuitee or Expedia in encrypted form to ensure that it is safe and secure. For more information on how your personal data will be processed by Nuitee or Expedia, see [Nuitee's Privacy Policy](#) and Expedia's Privacy Statement (<http://www.expedia.co.nz/legal/privacy>).

You may also be required to provide personal information in relation to any additional guests or children for your Stay. In the event this is required, you represent and warrant that you have obtained the consent of your guests (or in the case of a child, that you are authorised as their parent or guardian) to provide this personal information to us, and for it to be shared with Expedia. You may also need to provide personal health information, for example, if you require any particular accommodations (such as need for wheelchair access, sleeping arrangements and other requirements) so that the Stay can make arrangements to the extent possible.

Nuitee and the Expedia group will also need to share your provided personal information with your Stay - please read the Nuitee (<http://www.nuitee.com/terms-and-conditions>), Expedia (<http://www.expedia.co.nz/legal/privacy>), and [VRBO](#) privacy statements to understand more about what personal information they will share and how they protect your data.

If you engage with us to manage your Stay booking through the App or through our Support function, we may also share personal information to assist you in managing your Stay booking.

If our Support team needs to contact call you to discuss an alternative Stay or a Stay's availability, they will engage you through a call or via the chat functionality in the Revolut app. We will share and process and personal information received as part of that process in the manner referred to above. Calls may be recorded for training purposes which means we'll store your conversations on our systems but only for as long as we need it to interact with you or develop the way we interact with customers in relation to the Stays feature.

If you booked a VRBO/Stayz Property and it becomes unavailable, VRBO's support team will manage the matter directly with you and so [VRBO's privacy statement](#) will apply to the processing of your personal data.

10. Complaints

If you're unhappy with our service, we'll try to put things right. If you have a complaint, please contact us through the Revolut app.

Alternatively, you can submit a complaint using our online form or contact the Complaints team at formalcomplaints@revolut.com.

You'll need to tell us:

- Your name;
- The phone number and email address associated with your account;
- When the problem arose; and
- How you'd like us to put the matter right.

We'll look into your complaint and will aim to respond to you as soon as possible or within 30 days following receipt of the complaint.

We are not responsible for the delivery of any Stay or your experience during a Stay. If you have any complaints in relation to your Stay, you should contact Nuitee or Expedia. If you submit a complaint about your Stay, we may refer you to Nuitee or Expedia (as applicable).

We reserve the right to amend these terms at any time and will try to give you notice ahead of doing so where we can.

11. Links to Expedia and VRBO terms and conditions

Expedia and VRBO's Terms and Privacy Policies are set out below for your convenience:

- Nuitee Terms (<http://www.nuitee.com/terms-and-conditions>);
- [Expedia Terms](#);
- [VRBO / Stayz Terms](#);
- [Nuitee Privacy Policy](#);
- Expedia Privacy Policy (<http://www.expedia.co.nz/legal/privacy>); and
- [VRBO / Stayz Privacy Policy](#).

12. General

By booking a Stay through the Revolut app, you promise that the information you provide in order to make your booking is true and correct.

Revolut reserves the right to change, modify and/or supplement these Stays Terms, and to modify, cancel or suspend the Stays feature at its sole discretion at any time, including removing particular Stays.

We will provide you with notice should we make any changes to these Stays Terms. Where a change is significant or has a negative impact on you, we will provide you with 30 days advance notice to the extent possible.

Revolut will not be liable for any loss, whether directly or indirectly suffered, as a result of booking a Stay, attending a Stay, missing a Stay or otherwise in relation to the Stay itself (including cancellations of the Stay and actions of the operator of the Stay).

Any disputes arising out of or in connection with these Terms can be dealt with by the Courts of New Zealand.