

Westpac Credit Card Conditions of Use

MasterCard® cards and
Visa cards and hotspots
American Express® Card(s)

These are your Westpac credit card conditions of use. Please read these conditions of use and then keep this document in a safe place.

As at 1 November 2010

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Full name and address of creditor:
Westpac New Zealand Limited
Level 15, PWC Tower
188 Quay Street
Private Bag 92503
Wellesley Street
Auckland

Westpac Credit Card Conditions of Use

MasterCard® card and Visa and hotpoints American Express® Card(s)

These Conditions of Use apply to the: Westpac hotpoints MasterCard or Visa, Low Interest MasterCard, hotpoints Gold MasterCard, Portfolio Gold MasterCard, Business*PLUS* Gold MasterCard, Business Limited Edition Gold MasterCard, hotpoints Visa Gold and Portfolio Visa Gold card accounts, hotpoints American Express® Card and hotpoints Gold American Express® Card (unless otherwise specified).

As soon as you sign or use your Westpac credit card or your hotpoints American Express Card, you are deemed to have agreed to the conditions of use in this document.

Under our Conditions of Use you are required to:

- ➔ keep your Personal Identification Number (PIN) secure,
- ➔ agree that your card is the property of Westpac,
- ➔ sign your card as soon as you receive it.

If you have any enquiries about your card, you can call us – 24 hours a day, seven days a week – on **0800 888 111**. If you need to write to us, our address is Westpac, Private Bag 92503, Wellesley Street, Auckland.

Please let us know straight away if you change your address.

Receiving and signing your card

When you receive your card you must immediately sign it. You must not use your card until you have signed it. You must not send your card overseas or have any other person send your card to you overseas. Please contact us to find out about sending a card overseas or receiving a card while you are overseas.

Ownership of your card

Your card and card number are the property of Westpac. You must not copy or reproduce the card. If Westpac tells you to return or destroy your card then you must do so.

The hotpoints American Express® Card(s)

When you are issued with a hotpoints American Express Card or a hotpoints Gold American Express Card, it is linked to your main hotpoints MasterCard® or Visa account. Your hotpoints American Express Card(s) share the same credit card account and credit limit as your hotpoints MasterCard or Visa card. There is no separate credit limit for your hotpoints American Express Card. Transactions made using your hotpoints American Express Card are made on the account that your hotpoints American Express Card is linked to, and show on the same statement. You cannot have a hotpoints American Express Card alone. You will only receive a hotpoints American Express Card if you are a member of hotpoints.

Selecting your PIN

When you are issued with your card, and if PIN functionality is available on that card, you will need to visit a Westpac branch with suitable ID (e.g. passport or New Zealand driver licence) in order to select a PIN. Your PIN enables you to use your card in electronic funds devices such as ATMs* and EFTPOS terminals. From time to time we may replace/issue you with a card loaded with your existing PIN.

When you select your PIN, you should choose a number that you will be able to remember easily as you must memorise it. You **must not** choose unsuitable numbers such as birth dates, months or years, parts of your telephone number, parts of your card number or sequential or easily identified numbers (e.g. 2345 or 2222). You must also not use numbers from personal data such as your drivers licence or locker number or other numbers easily connected with you.

We recommend using different PIN numbers for different cards and equipment e.g. security alarms, lockers.

*hotpoints American Express Cards cannot be used in ATMs

Protecting your card and PIN

For your security, your PIN must not be:

- written down, especially not on the card,
- kept in any form with the card,
- disclosed to any other person, including any additional cardholders, the Police, family members or bank staff, or
- negligently or recklessly disclosed. You must ensure that no one can see you enter your PIN at ATMs and EFTPOS terminals.

You must exercise every possible care to ensure the safety of your card and to prevent disclosure of your PIN. You must not allow others to use your card, card number or PIN. Always get your card back after using it. Do not leave your card in an unattended wallet, purse or vehicle or anywhere a thief could remove the card without being noticed (particularly in nightclubs, hotels or restaurants). If your card is lost or stolen together with your PIN, it can be used by others to make unauthorised transactions, which may result in a loss to you.

Lost & stolen cards/PINs

You must notify us immediately if:

- your card is lost or stolen,
- your PIN becomes known to someone else,
- a record of your PIN is lost or stolen.

If you are in New Zealand, please:

- call us on 0800 888 111, or
- notify any Westpac branch during business hours.

You will be required to provide information on how the loss occurred.

If you are outside New Zealand, please:

- notify a bank which displays the MasterCard® or Visa acceptance mark, (whichever is appropriate) or
- notify us by calling +64-9-914 8026 collect.

There may be a charge to your account if a replacement card is required.

Liabilities

Liability for losses which result from lost/stolen cards/PINs

Once you have told us that your card has been lost or stolen, or your PIN disclosed, either in New Zealand or overseas, you will not be held responsible for any unauthorised use of your card after that time, unless you have acted fraudulently or negligently. You will be liable to pay no more than \$50 of any loss that occurs before you notify us.

However, this \$50 limit will not apply if:

- you have failed to reasonably safeguard your card,
- you have kept a written record of your PIN on or with your card,
- you have kept your PIN in a form that can be readily identified as a PIN,
- you have selected an unsuitable PIN,
- you have disclosed your PIN to anyone, whether family or those in apparent authority including bank staff, or let them use your card,
- you have unreasonably delayed notifying us that your card has been lost or stolen, or that your PIN has been disclosed,
- you have failed to take all reasonable steps to prevent disclosure to any other person when keying in your PIN,
- you have acted fraudulently or negligently,
- you have breached these conditions of use.

In the above instances, your maximum liability will be the lesser of:

- the actual loss at the time of notification, or
- the maximum amount that you would have been entitled to withdraw from your account between the time your card is lost/stolen and the time you notify us.

If your card gives you access to an account with a credit facility (eg. Choices home loan) failure to look after your card and PIN could result in a substantial loss for which you could be held responsible.

Liability for transactions charged to your account

You are responsible for all credit extended by Westpac to you. You will be required to pay us the amounts of all:

- cash advance and sales vouchers signed or authorised by you or another cardholder on your account,
- mail, telephone, internet order or email transactions and cycle payments authorised by you or another cardholder on your account,
- EFT transactions carried out on your account using your card(s) or the card of another cardholder on your account,
- other transactions authorised by you or another cardholder on your account and approved by us.

There are risks involved if you or another cardholder on your account initiates a transaction by mail order, telephone order, internet or by email. You are giving authority to the American Express® and/or MasterCard® or Visa merchant to process an EFT transaction or issue a sales voucher for the purchase amount which will be debited to your account. You should consider the security and standing of the company or entity you are doing

business with. If you or another cardholder on your account initiates cycle payment transactions, i.e. if you agree with an American Express® or MasterCard® or Visa merchant that an amount will be debited against your account on a regular basis, then you are liable for meeting those transaction amounts even if you close your account.

In certain circumstances your agreement with the merchant may authorise the debiting of your account with additional purchase amounts without the need for your signature. Provided these amounts have been incurred under the terms of that agreement they may be charged to your account.

Incorrect or unauthorised transactions

If you think a transaction shown on your statement is incorrect, you can dispute it, provided you notify us in writing **within 30 days** of the statement period closing date.

In some situations, if you do not receive the goods or services you have ordered with your card or by use of your card number, or you have not authorised a transaction, you may be able to get a credit for the transaction.

Transaction disputes

You are responsible for checking your statements to ensure their accuracy and advising us of any mistakes, even if you are not at the address to which you have requested us to send statements. If you do not notify us of a disputed transaction within the time period stated below then the charge or record of the transaction will remain on your account.

If you wish to dispute any transaction recorded in your monthly statement, you must notify us in writing **within 30 days** of the statement period closing date, giving the following information:

- your name and card number,
- the amount and nature of the disputed transaction, attaching (if available) a copy of the transaction record or sales voucher in support of your case,
- details of the EFT terminal (if any) at which the disputed transaction occurred,
- details of the website (if any) through which the disputed transaction was initiated,
- the date and approximate time (if known) on which the disputed transaction occurred,
- details of any formal complaint lodged with the Police.

Once you have notified us of the disputed transaction we will investigate the matter and acknowledge your complaint within five days. Failure to report the incorrect, invalid or unauthorised transaction **within 30 days** will mean we cannot reverse the transaction and you will have to pay for it.

Where it is established that an error did occur (whether it was the

disputed transaction complained of, or not) it will be corrected and you will be advised of any appropriate adjustments which will be made to your account in respect of credit charges and other charges.

If, as a result of our investigation, we believe the charge or transaction should remain, we will write to you setting out our reasons and service charge.

If you have followed Westpac's internal complaints procedure and you are still not satisfied with the outcome of the investigation, you may refer the matter to the Banking Ombudsman.

In respect of disputes between merchants and cardholders, refer to the Card transaction requirements section.

Liability for transactions on closed accounts or insufficient funds/credit

If an EFT terminal processes a transaction on an account which has been closed or, if it is open and there are insufficient funds or available credit to permit the transaction, we will not be deemed in any way to have consented to that transaction, and you will be liable for that transaction amount.

Westpac's liability

Westpac will be responsible for any direct and/or reasonably foreseeable loss or damage to you caused by the failure of either your card or any ATM (excluding any card or ATM which is obviously faulty, or in the case of an ATM where it has been advised by notice or display as being faulty) to function properly. We will also be liable for any direct or indirect loss or damage which results from the fraudulent or negligent acts or omissions of our employees or agents.

Card transaction requirements

- Use of your card constitutes an irrevocable order to Westpac and you cannot stop payment of a transaction made using your credit card. There are limited circumstances under which we can reverse a transaction which will be subject to the rules of the credit card company, for example we cannot reverse a transaction where there is a dispute with a merchant about the quality of the goods and services. We will not be responsible for the goods and services supplied by any merchant, and any complaints you have with the merchant must be resolved by you.
- Westpac will advise you of your approved credit limit in writing. Westpac may increase or decrease your credit limit from time to time. Your credit limit will also be shown on your monthly statements. Please note there is no separate credit limit for your hotpoints American Express Card. The credit limit is for the credit card account the hotpoints American Express Card is linked to.
- You must ensure that your credit card account does not exceed

the credit limit authorised in writing by us, without our prior written approval. If you fail to comply with this condition then any amount in excess of your credit limit is payable on demand. You will be liable for any transaction processed to your account which exceeds your credit limit.

- When systems are fully operational, the daily transaction limits for EFT transactions made with your card, subject to your available credit limit and available funds in your nominated account(s), are a maximum of:
 - \$20,000 for EFT transactions from your credit card account,
 - \$10,000 for EFT transactions from your cheque or savings account,
 - \$2,000 for international ATM cash withdrawals from any account, or a combination of accounts that can be accessed by your card, or
 - \$1,500 for domestic ATM cash withdrawals from any account, or combination of accounts, that can be accessed by your card.

Note that the maximum EFT transactions will be less the amount of any ATM cash withdrawals made in the same day. ATM transactions are not available on the hotpoints American Express Card.

You will be obliged to pay any amounts debited to your accounts which exceed the daily EFT transaction limits. In addition, there may be a daily limit on the **number** of EFT transactions you may make on your credit card account.

- The minimum amount of any cash advance in New Zealand is \$20. However, different amounts may apply in other countries.
- You may use your card to carry out EFT transactions at any ATM during the hours advised by us, provided that access is available. Access to an EFTPOS terminal is at the merchant's discretion.

If you wish to dispute a transaction on your statement you may do so. Please see the Transaction disputes section.

Card acceptance & limitations

Hotpoints American Express Card, MasterCard® card or Visa card is accepted by banks and merchants displaying the American Express mark, MasterCard acceptance mark or Visa symbol, as applicable. However, we will not be held liable if any bank or merchant either refuses to accept the card, does not follow proper authorisation procedures, or will not allow the card to be used to purchase particular types of goods and services available from the bank or merchant.

The use of your card overseas may be subject to exchange controls and other government requirements. In particular, as a result of U.S. laws and regulations, your card is generally not

allowed to be used in prohibited countries, including Iran, Burma (Myanmar), Sudan and in the case of the hotpoints American Express Card(s), also Cuba. The list of prohibited countries could change at any time. If you do attempt to use your card in any prohibited country, the transaction will be declined or charged back. American Express, MasterCard® and Visa process, and convert into New Zealand dollars, cash advances (where applicable), purchases and/or charges made in foreign currencies at the rate(s) of exchange fixed by American Express, MasterCard or Visa. Transactions made in United States dollars, and Visa transactions in Australian dollars, are converted directly into New Zealand dollars. American Express, MasterCard and Visa convert transactions made in any other foreign currency into United States dollars before converting them into New Zealand dollars. A foreign currency conversion fee will be charged by the bank on any such foreign currency transaction. Details of this fee are available in our Transaction and Service Fees brochure which forms part of these conditions of use.

Damaged or faulty cards

In the event that your card becomes damaged or faulty, we will issue you with a new card when you return the damaged/faulty card to us. You must also advise us of how the damage or fault occurred. There may be a charge to your account if a replacement card is required.

Security interest

Unless expressly disclosed to you, and notwithstanding anything to the contrary in any other document, no security interest is taken in connection with your credit card facility.

Joint & additional cardholders

Joint cardholders

- If you and a joint cardholder each hold a card which may include the hotpoints American Express Card on the same account, you are both bound by these conditions of use. You and any joint cardholder are also liable both jointly and severally for any amount owing to us on that joint credit card account. This means that either of you may be required to pay the outstanding balance owed on the account.
- We will accept instructions relating to the account from either joint cardholder.
- Either of you may cancel both your cards provided that you notify us in writing and return both cards to us, cut in half.
- Either of you may cancel one card provided that you notify us in writing and return the card to us, cut in half. Upon cancellation of one card, the joint account will be frozen by Westpac so that neither of you will be able to use it. Each of you may apply for a new individual card. Each of you will

remain liable for all transactions initiated or charged to the cancelled account prior to cancellation, as well as any costs and expenses incurred after cancellation.

A joint cardholder must be at least 18 years old.

Additional cardholders

At your request, we may issue an additional card on your account to any person nominated by you who is over the age of 16. The additional card must carry the nominated person's signature and may be used by that person on your credit card account in every respect as if it were your card. However you are liable for all transactions carried out by that person, i.e. you will be bound by the use of any additional card as if you had used it personally. The additional card is subject to these conditions of use.

Monthly Account Statements and Interest Charges

Statements

We will allocate you a monthly date for the issue of statements. We will send you a statement if, at that date:

- there are any amounts outstanding on your account; or
- any new transactions have been debited or credited to your account since the previous statement period.

Your statement will tell you your "closing balance", your "pay by date" and your "statement period".

When will you be charged interest?

Purchases

- If you pay your statement closing balance in full by the pay by date, you will not be charged interest on the purchases listed in that statement.
- Otherwise, you will be charged interest on the daily balance of each purchase in that statement, from the date of purchase until payment of that purchase is made in full.
- Purchases since that statement will be included in your next statement.

Cash Advances

You will be charged interest on the daily balance of each cash advance, from the date you draw the cash until you pay that amount in full.

Balances transferred from non-Westpac accounts

You will be charged interest on the daily balance of the unpaid balances transferred from accounts at other institutions, from the date of transfer until paid in full.

Fees and charges

- Cash advance fees: You will be charged interest on each cash advance fee, from the date you draw the cash for which the fee is charged until you pay that fee in full.

- Other fees and charges: If you pay your statement closing balance in full by your pay by date, you will not be charged interest on any other fees or charges included in that statement closing balance. Otherwise, you will be charged interest on balances of such fees and charges from the date they are incurred until the date each is paid in full.

Unpaid interest

Any unpaid interest on your account will itself bear interest on its daily balance from the date it is charged to your account until it is paid in full.

Balances transferred from other Westpac credit cards

The interest terms set out above will apply to any unpaid balance you transfer to this account from another Westpac credit card, in the same way as if the transactions included in the transferred balance had been made under this account. The details for the transferred transactions will be shown in the statements we issued you for the credit card from which the transfer was made. We will provide you with a separate statement showing transactions included in that balance which were made since the date of your last statement.

How is interest calculated?

Interest will be calculated on your daily balance at the interest rate(s) applicable at that date.

When is interest debited?

Interest which accrues on your account will be debited to your account at the end of the last day of your statement period.

Interest Rates

Unless otherwise specified in a promotion:

- The interest rate for purchases and charges will apply to all purchases and charges (other than cash advance fees), balances transferred from another institution, and interest accrued thereon, including purchases and charges (other than cash advance fees) transferred from another Westpac credit card and interest accrued thereon.
- The interest rate for cash advances will apply to all cash advances and cash advance fees (including those transferred from another Westpac credit card), and interest accrued thereon.

The current interest rates are shown in the welcome letter we send you and on your statements and are subject to change from time to time.

Payments

Information regarding methods of making payment is outlined on your monthly statement and/or at www.westpac.co.nz.

Once a payment is made to your account, this will reduce the daily balance on which interest is charged.

Credits to your account such as retail credits or refunds are not regarded as payments, so can not be deducted from your required payment amount. However, these will reduce the daily balance on which interest is calculated.

Application of payments

Unless otherwise advised as part of any promotional offer, any payments you make will be applied against the amount you owe in the following order:

1. All charges, either shown on the current statement or any previous statements, or charged since your current statement.
2. All interest, shown on the current statement or any previous statement.
3. Any balances transferred from accounts at other institutions shown on the current statement or any previous statement.
4. All cash advances shown on the current statement, or any previous statement.
5. All purchases shown on the current statement, or any previous statement.
6. All balance transfers from accounts at other institutions made since the current statement.
7. All cash advances made since the current statement.
8. All purchases made since the current statement.

Effective date of payment and availability of credit

A payment to your account is considered to be made on the day that the payment is actually credited to your account. Depending on the payment method used, payments will normally be credited to your account the day they are processed. However, if there are delays in crediting a payment to your account the payment will be back-dated to the date it was processed for the purpose of calculating interest. There is a clearing period of three business days (not including the date of processing) for cheque payments to your account. During this clearing period, you will not be able to access these funds.

Minimum payments

You are required to pay at least the minimum payment by the pay by date. You may pay any amount you wish, provided that it equals or exceeds the minimum payment. The minimum payment is the amount defined in our Transactions and Fees brochure, rounded to full dollars, plus:

- any amount shown as overdue, plus
- any amount required to reduce the balance below the credit limit, or
- any other amounts as agreed upon from time to time between yourself and Westpac.

If you do not pay the minimum payment in full when due, you may incur additional charges and you may not be able to use your credit card. Any overdue amount is payable immediately. You are obliged to pay the minimum payment each month even if you do not receive a statement. Credit card payment and account details may be obtained from any of our branches, visiting online banking or by calling us on **0800 888 111**.

Unpaid amounts

If you have any money in any account with Westpac, we may use the credit balance in any such account either to pay off or contribute to the unpaid minimum payment owing on your credit card account, or if your account has been cancelled to pay off the balance owing on the account. For this purpose:

- money may be transferred from one account to another and applied to payment of any amount owing on your credit card account
- any number of accounts, including your credit card account, may be treated as one
- money in one currency may be used to buy money in another currency
- term investments may be broken.

We may do this without prior notice, in any order and as often as necessary. We may also apply money from any joint account you operate.

Charges

A late payment charge will apply each month if you do not make at least the minimum payment due as shown on the monthly statement before the pay by date. The late payment charge will not apply where the balance of your account at the date of issue of the next monthly statement is less than \$25 or if you remedy the non-payment by the date of issue of that statement.

Other fees and charges may be imposed by us and may be changed from time to time. Fees and charges will be debited to your account. Those fees and charges may include:

- an urgent application fee if you ask us to urgently process your card application,
- an annual or half-yearly account charge for maintaining your account. This charge will be debited annually or half-yearly in advance,
- joint/additional card charges if you operate an additional card on your account,

- a cash advance charge, if you make a cash advance,
- account over limit charges, where you exceed your account credit limit during any statement period,
- a replacement card charge (if your card is lost, stolen or damaged or becomes faulty),
- foreign currency conversion fees, if you make a purchase or cash withdrawal (which may include any fees or charges debited by a third party) in a foreign currency,
- if you require a card to be sent urgently or overseas, courier/freight charges,
- if you dispute any transactions, disputed transaction search charges, statement copy charges and sales voucher copy charges (as applicable),
- demand notice charges, where demand is made upon you for overdue amounts,
- costs and expenses incurred by us in collecting cards and/or payments.

Unpaid money - agency collection charges

In addition to the costs and expenses set out above, if at any time the money you owe us (the debt) is not paid, we may refer the debt to a collection agency for recovery. You agree to reimburse Westpac on demand on a full indemnity basis for collection agency costs and expenses (including GST) incurred by Westpac in relation to recovery of the debt and/or cards, and these costs and expenses will be debited from your account. You also agree to pay any collection agency costs and expenses (including GST) charged to you by the agency.

For more details regarding our fees and charges see our Transaction and Service Fees brochure or call us on **0800 888 111**.

Terms & conditions set by third parties

In addition to these conditions of use, the use of your card in an EFT terminal is subject to the conditions imposed from time to time by other financial institutions who are parties to any EFT system.

Card cancellation

You may cancel your card, or the card of an additional/joint cardholder at any time by notifying us in writing, cutting the card(s) in half and returning them to any Westpac branch. If you cancel all the cards on your account, you (and the joint cardholder where applicable) must immediately pay the outstanding balance of the credit card account and any reasonable costs incurred by us in collecting payment. Credit charges will continue to accrue until payment of the outstanding balance has been made.

Westpac may cancel your card, or the card of any additional/ joint cardholder, at any time without prior notice. If you are notified that your card, or an additional/joint card, has been cancelled, you are required to cut the card(s) in half, return them to any Westpac branch and immediately pay the outstanding balance of the credit card account and any reasonable costs incurred by us in collecting payment. Credit charges will continue to accrue until payment of the outstanding balance has been made.

Proof of posting a letter to your last known address notifying you of the cancellation of your credit card will be proof of notification.

Variation of conditions of use

We reserve the right to vary these conditions of use. Any changes to these conditions of use will take effect at least 14 days after the date of notice. Notice will be given either by:

- posting to your last known address, or
- notices in our branches and
- statements in the media (including public notices).

The exercise of any power to vary an interest rate or fee is not a change to these conditions of use for the purposes of this clause.

Definitions

account – means your Westpac hotpoints MasterCard® or Visa, Low Interest MasterCard, hotpoints Gold MasterCard, Portfolio Gold MasterCard, BusinessPLUS Gold MasterCard®, Business Limited Edition Gold MasterCard, hotpoints Visa Gold or Portfolio Visa Gold account or any nominated account.

ATM – means any Automatic Teller Machine approved by us which enables amounts to be debited or credited electronically from or to your account(s).

card – means the Westpac hotpoints MasterCard or Visa, Low Interest MasterCard, hotpoints Gold MasterCard, Portfolio Gold MasterCard, BusinessPLUS Gold MasterCard, Business Limited Edition Gold MasterCard, hotpoints Visa Gold or Portfolio Visa Gold and the applicable Westpac hotpoints American Express Card or Westpac hotpoints Gold American Express Card (if any) and any other Westpac credit card issued to you or any other cardholder on your account.

cardholder – means the person we issue with a Westpac hotpoints MasterCard or Visa, Low Interest MasterCard, hotpoints Gold MasterCard, Portfolio Gold MasterCard, BusinessPLUS Gold MasterCard, Business Limited Edition Gold MasterCard, hotpoints Visa Gold or Portfolio Visa Gold and the applicable Westpac hotpoints American Express Card or Westpac hotpoints Gold American Express Card (if any) or any other Westpac credit card. This includes, unless the context states otherwise, joint cardholders, additional cardholders and the principal cardholder.

cash advance – means an advance of cash made from your card account. Cash advances cannot be accessed at ATMs by the hotpoints American Express Card.

EFT – means Electronic Funds Transfer, which is the process by which funds are withdrawn electronically from your account. You authorise an Electronic Funds Transfer by using your card with your associated PIN or signature at an EFT terminal.

EFT terminal – means the device for initiating EFT transactions and includes ATMs and EFTPOS terminals.

EFTPOS terminal – means an EFT terminal located at a merchant's point of sale.

hotpoints American Express Card – means the Westpac hotpoints American Express Card or the Westpac hotpoints Gold American Express Card issued by Westpac to you, that operates on the American Express network and is linked to your existing credit card account, and used to make transactions on that account. It does not have its own credit limit or statement.

nominated account – means a Westpac bank account (e.g cheque or savings account) which is linked to your card and from which EFT transactions may be made using the card. EFT transactions on a nominated account are subject to your request and our approval.

pay by date – is the date shown on your current statement as the date by which payment must be made of the statement closing balance shown in your current statement, for purchases listed on your current statement to be free from any interest charge.

PIN – means the Personal Identification Number selected by you through Westpac which, when used in conjunction with a card in an EFT terminal approved by us, enables you to make EFT transactions.

statement – means the statement we issue to you monthly in respect of your account which lists transactions debited or credited to your account for a statement period.

statement closing balance – means the balance of purchases, cash advances, balance transfers, charges and interest, less payments and credits for the relevant statement period.

statement period – means the period specified in your statement to which the statement relates.

transaction – includes a purchase, cash advance or balance transfer being made, interest or a fee or charge being debited to your account and a payment or other credit being made to your account.

we, us, or Westpac – means Westpac New Zealand Limited and its successors and assigns.

you or your – means the account holder or the cardholder as the context requires.

hotpoints® terms & conditions

If you are enrolled in our hotpoints rewards programme, these terms and conditions apply to you.

For general enquiries about hotpoints, including enquiries about how many hotpoints you have, please call Monday to Friday, 8.30am to 5pm on **0800 861 862**.

If you have any enquiries about these terms and conditions, please call Monday to Friday 8.30am to 5pm on **0800 861 862**.

If you need to write to us, our address is Westpac, Private Bag 92503, Wellesley Street, Auckland.

Both these terms and conditions and our Credit Card Conditions of Use apply to hotpoints with Westpac. In case of conflict, our Credit Card Conditions of Use shall prevail.

Westpac hotpoints American Express® Card

If you hold a Westpac hotpoints American Express Card, this card is linked to your main credit card account and shares the same statement, account number and annual fee*. Any additional or joint cards on the main account will also receive a hotpoints American Express Card. The hotpoints American Express Card cannot be issued separately from a main Visa or MasterCard® card account and purely acts as a companion to these cards. Hotpoints American Express Cards are not available on credit card accounts that are not eligible for hotpoints or are not a member of hotpoints. Please do not destroy your Visa or MasterCard card as this is the main card for your Westpac credit card account. The hotpoints American Express Card can be used anywhere American Express is accepted and will earn hotpoints at a faster rate than your main card. Your MasterCard card or Visa card also earn you hotpoints and provide you with worldwide acceptance at over 30 million merchant locations. All transactions made with the hotpoints American Express Card will be transactions applied to your main credit card account. If you close your Westpac hotpoints credit card account, all cards including any hotpoints American Express Cards linked to your main credit card account will be blocked from any further usage and cancelled. Westpac Credit Card Conditions of Use apply.

Earning hotpoints

- You can earn hotpoints every time your Westpac hotpoints credit card is used to make a purchase.
- Hotpoints earned on any day are issued within the next 2 business days.
- The combined amount of your purchases each day will be rounded up to the next whole dollar amount, and the number of hotpoints earned for that day will be determined on the basis of this rounded amount.
- Your hotpoints balance will be shown on your current credit card statement, which will be sent to you on a monthly basis. Your statement will be sent to you at your last known address. You may obtain details of your accumulated hotpoints

**Please note: this card is not available with the BusinessPLUS Gold MasterCard.*

by logging in to Westpac Online Banking or by phoning **0800 861 862** between 8.30am and 5pm Monday to Friday.

- If you are a Titanium MasterCard and/or an applicable Westpac hotpoints Premium American Express® Card cardholder you cannot redeem your hotpoints for Concierge or Home Assist Services.
- You may gift your hotpoints to any other hotpoints member (a minimum amount of hotpoints is required. For full details please call us or visit **www.hotpoints.co.nz**). When you become a hotpoints member, you authorise any other participant to disclose to us such information as may be required to transfer to you any hotpoints that another member may wish to give you.
- Hotpoints earned by you are valid for three years from the date of issue.
- You cannot earn hotpoints for the following:
 - cash withdrawals from your credit card account,
 - charges,
 - interest charges,
 - cash substitutes such as gambling chips,
 - transactions that Westpac believes, at its sole discretion, are related to business expenditure (excluding transactions made on a BusinessPLUS Gold MasterCard® or a Business Limited Edition Gold MasterCard),
 - balances transferred from another credit card or account,
 - transactions on any nominated account(s) linked to your credit card.
- Westpac is unable to provide hotpoints for transactions by means other than a credit card, as a result of the failure of any machine or system, or strike beyond the control of the bank.
- If you return a purchase, the hotpoints earned for the original purchase, including any bonus hotpoints, will be reversed.
- The value and rewarding of hotpoints will be determined by Westpac at its absolute discretion.

Redeeming your hotpoints for rewards or reward vouchers

- You may redeem your hotpoints for rewards or reward vouchers. There is a minimum number of hotpoints you must earn before you are eligible to claim any reward or reward voucher.
- Only principal or joint cardholders may redeem hotpoints. Other parties may redeem hotpoints only with the express written permission of the principal or joint cardholder.
- To obtain hotpoints rewards or reward vouchers, your credit card account must not be in arrears, suspension or default.
- All rewards and reward vouchers are subject to availability and may be withdrawn or substituted at any time.

- Once a reward or reward voucher has been issued, it cannot be returned and exchanged. However, a defective or damaged reward may be replaced or exchanged for another reward of equal value.
- Reward vouchers are issued subject to any conditions that may be imposed by a redemption outlet. Any applicable conditions will be shown on the voucher. Vouchers are like cash – they cannot be replaced if lost, damaged or stolen.
- The number of hotpoints required to obtain any reward or reward voucher may be varied at any time by Westpac without prior notice.
- We will not be responsible for the quality or suitability of any goods or services provided by any redemption outlet through the redemption of any reward voucher. Any complaints you have with the redemption outlet must be resolved by you.
- Westpac will deduct the appropriate number of hotpoints from your hotpoints balance when you request a reward or reward voucher.
- Reward vouchers will be sent to your last known address within seven working days, and merchandise will be sent within 15 working days. Merchandise rewards will only be delivered to addresses within New Zealand.
- If you do not receive a reward or reward voucher you have requested, you must notify us within three months for a replacement to be issued.
- Hotpoints earned by you are valid for three years from the date of issue. This means that if you want to redeem your hotpoints for a reward or reward voucher, you must do so within three years of the date of their issue. If either you or we cancel or close your Westpac hotpoints credit card account, all cards including any hotpoints American Express Cards linked to your main credit card account will be blocked from further use and cancelled, and any unused hotpoints will be valid for 10 business days from the date of cancellation, after which date any unused hotpoints become void. Remember that there is a minimum number of hotpoints you must earn before you are eligible to claim any reward or reward voucher. If, at the time of cancellation, you do not have enough hotpoints to claim any reward or reward voucher, you may gift your hotpoints to another member or to charity. If you choose not to use any remaining hotpoints in this way, you agree to relinquish the hotpoints and they will expire 10 business days from the date of cancellation.
- You cannot sell or convert your hotpoints into cash. They can only be gifted to another hotpoints member or redeemed for rewards or reward vouchers.

If a redemption outlet will not accept a valid reward voucher, please call us on **0800 861 862**.

Hotpoints Holiday Credits

- Hotpoints can be redeemed for Hotpoints Holiday Credits to cover qualifying travel purchases, up to three months from the date of purchase.
- There is a minimum number of hotpoints required to redeem for Hotpoints Holiday Credits to cover qualifying travel purchases which Westpac may vary without prior notice. For full details please call us on **0800 861 862**, Monday to Friday between 8.30am and 5pm, or visit **www.hotpoints.co.nz**.
- Hotpoints Holiday Credits can be used to pay for the following types of qualifying travel purchases:
 - Airline travel
 - Car rental
 - Cruise tickets
 - Long-haul Rail travel (must be non-commuter)
 - Long-haul Coach travel (must be non-commuter)
 - Purchases made at New Zealand and international travel agencies
 - Accommodation (including but not limited to, hotel accommodation, backpackers, self catered apartment and villas, holiday rentals)
 - Local and International travel purchases through online travel websites (including but not limited to, wotif, expedia, lastminute, Rent-a-bach.co.nz, TravelBug.co.nz)
 - Travel insurance purchased through Westpac and/or the underwriter of insurance on Westpac credit cards
 - Airport transfers
 - Airport tax
 - Sightseeing tours and overseas tourist attractions/theme parks
 - Other travel related expenditure at Westpac's discretion.
- Qualifying travel purchases must be made with a Westpac credit card that is enrolled in hotpoints.
- Hotpoints Holiday Credits can only be used to cover purchases that we can, at our discretion, identify as being qualifying travel purchases. We may ascertain this by looking at your card account. We may require additional proof of purchase in the form of an invoice or receipt or other document.
- Westpac may refuse any request for redemption if we are not satisfied that a qualifying travel purchase has been made.
- Once hotpoints have been converted to Hotpoints Holiday Credits, the conversion cannot be reversed.

Important: Westpac Credit Card Conditions of Use apply. You will remain responsible for all credit card payments as they fall due.

Converting hotpoints into KiwiSaver contributions

- You can only convert hotpoints and apply those as a contribution to a Westpac KiwiSaver Scheme account. You can not apply hotpoints to any other KiwiSaver Scheme.

- Hotpoints applied as a contribution to a Westpac KiwiSaver Scheme account will be invested in accordance with the investment election that applies to the applicable Westpac KiwiSaver Scheme account.
- There is a minimum amount of hotpoints required before you are able to convert them into a Westpac KiwiSaver Scheme account which Westpac may vary without prior notice. For full details please call us or visit **www.hotpoints.co.nz**
- You can convert your hotpoints and apply those as a contribution to another person's Westpac KiwiSaver Scheme account. Please note that those contributing to another person's Westpac KiwiSaver Scheme account may face certain tax issues, including fringe benefit tax and/or gift duty. Any such tax issues are solely the contributor's responsibility and we recommend you consult your tax advisor before making any contribution to another person's Westpac KiwiSaver Scheme account. Westpac makes no representation about a contributor's tax liability as a result of them converting, and applying as a contribution, any hotpoints to another person's Westpac KiwiSaver Scheme account through this programme.
- Once hotpoints have been converted, the conversion cannot be reversed.
- Contributions to the Westpac KiwiSaver Scheme are subject to the terms of the Scheme.
- Your hotpoints balance will reflect your conversion on the day you request the conversion.
- Where you request hotpoints to be converted and applied as a contribution to a Westpac KiwiSaver Scheme account that contribution will be made within 7 days.
- The Westpac KiwiSaver Scheme is governed by a trust deed dated 4 April 2007 (as amended) and is issued by The New Zealand Guardian Trust Limited and managed by BT Funds Management (NZ) Limited. Further details on the scheme are set out in the Investment Statement available online at **www.westpac.co.nz/kiwisaver** or you can request a copy by calling 0508 WPAC KIWI (0508 972 254).
- Westpac reserves the right to vary these terms and conditions. Any changes to these terms and conditions will take effect at least 14 days after the date of notice.

Points + Pay

Points + Pay allows you to obtain rewards quicker by using a combination of hotpoints and paying on your Westpac credit card, or alternatively by using just your Westpac credit card to pay for the reward in full.

- When you use your Westpac credit card to pay for all or part of a selected reward, you'll also earn hotpoints at your standard earn rate for every dollar spent.

- Only Westpac credit cards that are eligible for hotpoints membership can be used for the pay portion.
- If you use a Westpac credit card that is not enrolled in hotpoints, you will not earn hotpoints on the pay portion.
- Points + Pay option is available only on selected voucher and merchandise rewards.
- Selected items will also earn additional bonus hotpoints on the pay portion from time to time.
- Points + Pay is available for online redemptions only at **www.hotpoints.co.nz** once you have logged in via Westpac Online Banking.
- Once a reward or reward voucher has been issued, it cannot be returned and exchanged because you have changed your mind. However, a defective or damaged reward may be replaced or exchanged for another reward of equal value.
- If you return a damaged or defective item you redeemed through Points + Pay, and it is unable to be replaced or exchanged for another reward of equal value, the hotpoints earned for the original pay portion, including any bonus hotpoints, will be reversed. Any payment amount on your credit card will also be reversed.

Joint cardholders

If you and a joint cardholder each hold a card on the same account, you are both bound by these terms and conditions. We will accept instructions relating to your hotpoints from either joint cardholder.

Additional cards

Any additional cards on your account will be automatically enrolled in hotpoints. Additional cards on your account earn hotpoints, but additional cardholders cannot redeem hotpoints for rewards or reward vouchers. Additional cardholders will also be issued with a hotpoints American Express Card.

SideCard

Any SideCards on your account will be automatically enrolled in hotpoints. SideCards on your account earn hotpoints, but SideCard holders cannot redeem hotpoints for rewards or reward vouchers. SideCard holders will not be issued with a hotpoints American Express Card.

Charges

Charges are subject to change.

Cancellation

You may cancel or close your Westpac hotpoints credit card account at any time by notifying us by telephone or mail. If your hotpoints credit card account is cancelled, your hotpoints membership will be automatically cancelled. Unless you have acted fraudulently, hotpoints earned by you can be exchanged within ten business days of cancellation, after which date any

unused hotpoints will become void. Remember that there is a minimum number of hotpoints you must earn before you are eligible to claim any reward or reward voucher. If, at the time of cancellation, you do not have enough hotpoints to claim any reward or reward voucher, you may gift your hotpoints to another member or to charity. If you choose not to use any remaining hotpoints in this way, you agree to relinquish them and they will expire 10 business days from the date of cancellation.

When you cancel your Westpac hotpoints credit card account, all cards including the hotpoints American Express Card that is linked to your main credit card account and any other hotpoints American Express Cards on the account will be blocked from any further usage and cancelled. You can only have an active hotpoints American Express Card if you are enrolled in hotpoints. This card cannot be issued separately from a main MasterCard or Visa credit card account and is not available to accounts that are not enrolled in hotpoints.

If you fail to comply with these terms and conditions and/or our credit card conditions of use, operate your credit card fraudulently, or otherwise abuse the accumulation or redemption of points within the programme, we may cancel or freeze your Westpac hotpoints credit card account at any time without prior notice. If this occurs you will not be eligible to redeem any hotpoints previously earned on your account while your account is frozen or after it is cancelled. Westpac Credit Card Conditions of Use apply.

Disputes

If you dispute any matter relating to earning or redeeming hotpoints (including your hotpoints balance) please notify us in writing within three months of the date of your credit card statement to which the dispute relates. Please give us full details of your dispute and attach (where appropriate) any supporting documentation. We will investigate the matter and advise you of the outcome of the investigation within 30 days of receiving your complaint. Should the investigation not be completed within 30 days you will be advised of the likely delay and the reason for that delay. Where it is established that an error did occur (regardless of whether it was to do with the original dispute) it will be corrected, and you will be advised of any appropriate adjustments which will be made to your hotpoints balance. If you dispute the quality or suitability of any goods or services provided by any redemption outlet through the redemption of any reward voucher, you must resolve your complaint directly with the redemption outlet.

Variation of hotpoints terms & conditions

We reserve the right to vary these terms and conditions. Any changes to these terms and conditions will take effect at least 14 days after the date of notice. Notice will be given either by:

- posting to your last known address, or
- notices in our branches and

- statements in the media (including public notices).

Termination of hotpoints

Westpac may discontinue hotpoints at any time without prior notice. If this happens you will have three months in which to redeem any unused hotpoints. If hotpoints is terminated, any unused hotpoints will not be exchanged for cash.

Definitions

account – means your Westpac credit card account.

bonus outlet – means an organisation where, subject to any applicable conditions, additional hotpoints may be earned through the use of your card. Bonus outlets may be named from time to time in hotpoints communications.

card – means an eligible Westpac hotpoints MasterCard® or Visa and associated hotpoints American Express Card, or any other credit card notified by us from time to time and includes, unless the context states otherwise, any joint/additional card(s) (and in the case of Titanium MasterCard, SideCards) issued on an eligible credit card account.

cardholder – means the person we issue with a Westpac hotpoints MasterCard or Visa or a hotpoints American Express Card, if any. This includes, unless the context states otherwise, joint cardholders, additional cardholders (and in the case of Titanium MasterCard®, SideCards) and the principal cardholder.

credit card conditions of use – means the conditions of use, as amended from time to time, applying to the use of your Westpac credit card.

hotpoints – means, depending on the context:

- the scheme owned and operated by Westpac through which participants are rewarded for the use of their credit card(s) in accordance with these terms and conditions, or
- points accrued by a hotpoints member through the use of a credit card in accordance with these terms and conditions.

hotpoints American Express Card – means the Westpac hotpoints American Express Card, the Westpac hotpoints Gold American Express Card or the Westpac hotpoints Premium American Express Card issued by Westpac to you that operates on the American Express network which is linked to your existing credit card account and is used to make transactions on that account. It does not have its own credit limit or statement and cannot be issued separately from a Westpac MasterCard or Visa account.

nominated account – means a Westpac cheque or savings account which is linked to your card and from which EFT transactions may be made using your card.

redemption outlet – means an organisation named in any hotpoints communication where, subject to any applicable conditions, reward vouchers may be redeemed for goods or services.

reward – means reward items as advised from time to time in hotpoints communications, which are obtained by redeeming hotpoints.

reward vouchers – means the vouchers which are obtained by redeeming hotpoints. These vouchers may be exchanged for full or part payment of purchases made at redemption outlets. Each reward voucher can be used only at the redemption outlet specified on the reward voucher.

SideCard – means the MasterCard® SideCard™ issued to you. A SideCard will be issued to primary Titanium cardholders unless you elect not to have one. The main purpose of the SideCard is to decrease risk when making transactions on the Internet. The SideCard will have a sub credit limit set by the primary cardholder, less than or equal to the account limit.

travel provider – means any travel service provider named on the hotpoints website or any hotpoints communication.

we, us, our, bank or **Westpac** – means Westpac New Zealand Limited.

you or **your** – means the participant in hotpoints. This includes unless the context states otherwise, joint cardholders, additional cardholders, Side cardholders and the principal cardholder.

hotpoints® is a registered trademark of Westpac Banking Corporation.

If your card is lost or stolen

When in New Zealand

- Immediately call Westpac on 0800 888 111, 24 hours a day, seven days a week

When Overseas

- Immediately call us on +64 9 914 8026 collect (via International Operator), 24 hours a day, seven days a week, or fax +64 9 622 8063

Alternatively, report the loss to any bank displaying the MasterCard® or Visa acceptance mark (whichever is appropriate).

Worldwide emergency travel assistance

For assistance with medical, legal, travel or NZ diplomatic services call collect

- American Express® Emergency Assistance +64 9 359 1788 for the Westpac hotpoints American Express® Card
- MasterCard Global Service™ +1 636 722 7111
- Visa Emergency Assist +1 410 581 9994
- Or visit any bank displaying the MasterCard or Visa acceptance mark (whichever is appropriate).

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Westpac New Zealand Limited

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Who to call for
Emergency assistance
with your Westpac credit card(s)



Westpac New Zealand Limited

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