

Business Prepaid Gift Card Conditions of Use.



These Conditions of Use set out the terms on which an account holder can arrange the issue of Prepaid Gift Cards for use by cardholders.

The account holder agrees to these Conditions of Use by signing up for the Business Prepaid Gift Card solution.

These Conditions of Use and the General Terms and Conditions form a contract between Westpac and the account holder. If you are a cardholder, your rights in relation to the card are with the account holder and not Westpac. Your obligations to the account holder can also be enforced by Westpac as a third party beneficiary.

The account holder must ensure that each cardholder complies with the Conditions of Use and is provided with the Business Prepaid Gift Card – Key Conditions published by Westpac.

General product Conditions of Use applicable to both the account holder and cardholder.

In this section, “you” means the account holder or the cardholder, as applicable.

As soon as you activate or use a card you are deemed to have agreed to the Conditions of Use in this document.

All cards and card numbers are the property of Westpac. You must not copy or reproduce a card.

Cards transaction requirements.

- The card is prepaid and non-reloadable.
- The cards cannot be used to withdraw cash, be redeemed for cash, or used for any other transactions that are treated as cash advances.
- The cards can only be given to a cardholder who is an individual, not a company or other legal entity.
- Any transaction on the cards must not be for business purposes.
- Use of a card constitutes an irrevocable order and you may not stop payment of a transaction made using a card. There are limited circumstances under which we can reverse a transaction which will be subject to the rules of the relevant credit card company, for example we cannot reverse a transaction where there is a dispute with a merchant about the quality of 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.
- Electronic funds transfers (EFT) will be debited to the card on the day the transaction is made or as soon as possible thereafter, subject to our right to vary the date of debiting due to circumstances beyond our control.
- When a card is used in an electronic funds device, the transaction will be processed as soon as we are notified by the bank that owns the electronic funds device that was used.
- The daily limits for EFT transactions made with a card are subject to the available funds on the card.
- Offline transactions are not permitted on the cards. Offline transactions include the use of cards at unsupervised EFT terminals such as car parking machines, vending machine and self-serve kiosks.
- Cycle payment transactions e.g. subscription service (where a merchant is entitled to debit an amount against a card on a regular basis) are not permitted on the cards.
- The cards may be used at EFTPOS terminals where the “Credit” function is enabled with the PIN or signature validation and for mail order, telephone order and internet purchases. If the ‘SAV’ or ‘CHQ’ buttons are used at an EFT Terminal, the transaction will decline.
- The cards must not be used by persons that are sanctioned under economic and trade sanctions imposed by any country.

Using a card.

A card cannot be used to make or complete a transaction that exceeds the balance available on the card. Any attempted transaction that is in excess of the balance available on the card at that time will be declined.

In exceptional circumstances a transaction on the card may exceed the available balance, without the card declining for example, where an EFT terminal is down. Where this happens and we are obliged to honour the transaction, you agree to pay us the excess immediately. The acceptance of an EFT is not a representation by us that you have sufficient funds on the card to cover the transfer of funds.

A card may be used as many times as desired as long as the necessary balance is available, the expiry date has not been reached and the card has not been blocked or cancelled.

There are risks involved if the cardholder initiates a transaction by mail order, telephone order or the internet, in which case the cardholder is giving authority to the relevant merchant to process an EFT transaction or issue a sales voucher for the purchase amount which will be deducted from the card. You should consider the security and standing of the company or entity you are doing business with.

Card acceptance and limitations.

Subject to any specific merchant controls the account holder has placed on the cards, the cards will be accepted in New Zealand in any EFT terminal or by a merchant displaying the Mastercard® symbol. Overseas, the cards will be accepted by banks and merchants displaying the Mastercard symbol and at any electronic funds device displaying the Mastercard or Cirrus symbol. However, we will not be held liable if any bank or merchant either refuses to accept a card or will not allow a card to be used to purchase particular types of goods and services available at the premises. We will not be responsible for the goods and services supplied by any merchant.

The use of the cards for foreign currency transactions may be subject to exchange controls or other government requirements. In particular, as a result of U.S. laws and regulations, the cards are not allowed to be used in prohibited countries. If the cardholder does attempt to use a card in any prohibited country, the transaction will be declined or charged back.

Mastercard processes and converts into New Zealand dollars, purchases and/or charges made in foreign currencies at the rate(s) of exchange fixed by Mastercard.

Transactions made in U.S. and Australian dollars are converted directly into New Zealand dollars. Mastercard converts transactions made in any other foreign currency into U.S. 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. Fees will be deducted from the card. Details of this fee are available online at westpac.co.nz/businessprepaid.

Fees and charges.

Charges that may be incurred and charged to the card are subject to change. Details of these charges are available at westpac.co.nz/businessprepaid, by calling **0800 401 881** between 8:30am-5pm Monday to Friday or at your nearest branch.

Account holder fees.

The following fees are invoiced and direct debited monthly from the customer's nominated fee account:

- Card production fee
- ongoing card fee
- postage and handling.

Customisation fees (optional).

- Customised card design
- light branding card design
- additional training.

Cardholder fees.

The following fees are deducted from the balance of the card at the time of the transaction:

- Foreign currency conversion fee
- dispute fee
- voucher copy fee.

For more details regarding our fees and charges see the Business Prepaid pricing schedule and the Transaction and Service Fees brochure that is available at any Westpac branch, at westpac.co.nz or call us on **0800 888 111**.

Authorisations and debit holds.

In some cases, merchants such as hotels, airlines and online shopping sites may place part of your card balance on hold for up to seven business days, to ensure there are enough funds on your card for an anticipated transaction. Merchants may also check the card authenticity by requesting a hold for a nominal amount. Before providing a merchant with your card or card details, you should check with them to find out whether they will be placing a hold on your card and for what amount.

Terms and conditions set by third parties.

In addition to these Conditions of Use, the use of the cards 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.

The account holder may cancel a card at any time via the administrator portal. Please refer to the User Guide for instructions. If there is any unused balance on the card on the cancellation date, this remains the account holder's property. The account holder can either transfer that balance to a replacement card or to the account holder's account.

Westpac may cancel or temporarily block a card, cease issuing new cards to you or withdraw your access to the portal at any time without prior notice. Examples of when we may exercise this right include, if we have reason to believe that:

- This is necessary to comply with a court order or to avoid a breach of a legal or regulatory obligation;
- use of a card or portal may cause loss to you or to Westpac;
- the card or portal is being used fraudulently or negligently, or in breach of these Conditions of Use; or
- there is a dispute over who is entitled to funds loaded on the card or a dispute in relation to the portal.

Where a card is cancelled by Westpac or by the account holder, any remaining balance on the card will be refunded to the account holder. The cardholder is not entitled to any remaining balance on cancellation, although the cardholder may be entitled to request a replacement or alternative as outlined below.

You are required to destroy any cancelled card and securely dispose of it.

Replacement on cancellation.

If the card is cancelled for any reason where the cardholder is not at fault, then unless the cancellation was notified at least 90 days in advance using a method of notification permitted under the General Terms and Conditions, the cardholder can request a replacement or alternative. So long as the cardholder makes that request to the account holder in writing before the date on which the card would otherwise have expired, the account holder will promptly provide the cardholder with a replacement card loaded with an amount equal to the amount that remained on the cancelled card at the time of cancellation, or (at the account holder's option) an alternative voucher or stored value card, not redeemable for cash.

Card expiry.

A card will expire on the date printed on its front, in which case any remaining balance on the card will be refunded to the account holder. The cardholder is not entitled to any remaining balance on expiry.

Solution availability.

We do not guarantee that the portal will be available uninterrupted or error-free.

If we decide to withdraw the Business Prepaid Gift Card product from the market and withdraw corresponding portal access, we can do this by giving you 14 days notice using a method of notification permitted by the General Terms and Conditions, which may include cancelling all affected cards at the end of that notice period.

Liabilities.

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

Once you have placed a stop on the card and told us that a card has been lost or stolen, or a PIN disclosed, either in New Zealand or overseas, you will not be held responsible for any unauthorised use of the card after that time unless you have:

- Failed to reasonably safeguard the card;
- kept a written record of the PIN with the card;
- disclosed the PIN to anyone, whether family or those in apparent authority including bank staff, or let them use the card;
- unreasonably delayed notifying us that the card has been lost or stolen, or that the PIN has been disclosed;
- failed to take all reasonable steps to prevent exposure to any other person when keying in the relevant PIN;
- acted fraudulently or negligently; or
- 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 would have been able to be withdrawn from the card between the time the card is lost or stolen and the time you or the cardholder notify us.

Variations of Conditions of Use.

We can vary these Conditions of Use at any time. Examples of when we may exercise this right include:

- If Westpac's and/or Westpac Group's legal or regulatory requirements change;
- to allow us to respond to market changes;
- to reflect improvements to the product and/or service; or
- to enable changes that are reasonably necessary for our other legitimate business purposes.

Notice of any such changes shall be given in accordance with Westpac's General Terms and Conditions.

Exercise of Westpac's discretion.

When we exercise discretion under these Conditions of Use we will do so in a reasonable and consistent way. We have provided some examples in this document of when we may exercise a discretion.

Privacy.

By using a card you agree that we may collect, store, use and share information we obtain about you as set out in the Westpac Privacy Policy as amended from time to time, regardless of whether you are a customer of Westpac. The current version is available from any Westpac branch, or at westpac.co.nz.

Westpac will also collect, process and hold records of the transactions on the card. The account holder can access a record of cardholders' card transactions on the administrator portal.

Conditions of Use applicable to the account holder only.

In this section, "**you**" means the account holder.

As the company or organisation that applied for the cards, you are the account holder. When you provide a card to a cardholder, you are granting them the right to use the card in accordance with these Conditions of Use, forming a contract between you and the cardholder.

All Conditions of Use in this document apply to you and you are liable if any cardholder fails to observe the Conditions of Use in this document applicable to them.

You must comply with all laws and regulations relating to the supply of the cards to cardholders. In particular, you must not engage in any conduct that may mislead cardholders as to where the cards are accepted, or what their rights are in relation to the cards.

If you have any enquiries about actual or potential fraudulent activity on your cards or need to report any loss of card, you can call us – 24 hours a day, 7 days a week – on **0800 401 881**. If outside New Zealand, please call **+64 9 914 8026**. You are responsible for promptly informing us of any change of your personal details including your name, address, telephone, mobile or facsimile numbers and email address. Failure to notify us of your change of address may impact your rights under these Conditions of Use.

Receiving and activating your cards.

The cards are issued by us to you and you may provide them to cardholders as gifts. You will not arrange the issue of cards for any other purpose. In particular, you must not offer to load any third party funds on a card, or offer a card in exchange for payment of any kind. You will be required to activate a card before the cardholder is able to use it. Please refer to the User Guide for instructions on how to activate your cards on the administrator portal.

Loading your card.

You can load cards on the administrator portal. Please refer to the User Guide for instructions. The maximum amount that may be loaded onto a card cannot exceed NZ\$999. Any attempted load that would take the card balance over that limit will be rejected in full.

Customisation.

You may customise the cardholder portal or individual cards with your business brand. Where you instruct Westpac to do this you warrant you are the owner of all intellectual property rights in such branding (including any trade marks). You grant to Westpac a non-exclusive and non-transferable licence to use such intellectual property rights for the purpose of any customisation services provided under these Conditions of Use.

Lost or stolen cards/PIN.

You or your administrator should immediately contact us on **0800 401 881** to notify us of a lost or stolen card or if a PIN becomes known to someone else or a record of the PIN is lost or stolen.

You will be required to provide information on how the loss occurred. If outside New Zealand, please notify us by calling **+64 9 914 8026**.

Incorrect or unauthorised transactions.

You and the cardholder can access a record of the card transactions on the portal. Please refer to the User Guide for instructions.

If you think a transaction shown on the card record is incorrect, you as the account holder can dispute it, provided you notify us in writing within 30 days of the posting date. You should ensure you have the cardholder's permission to disclose any relevant personal information about them to Westpac.

In some situations, if the cardholder did not receive the goods and services ordered with the card or by use of the card number, or the cardholder has not authorised the transaction, you may be credited for the transaction.

Transaction disputes.

You are responsible for checking your transaction records to ensure accuracy and advising Westpac of any mistakes. If you do not notify Westpac of a disputed transaction within the time period stated below then the charge or record of the transaction will remain on the card.

If you dispute any transaction recorded, you must notify Westpac in writing within 30 days of the posting date, giving the following information:

- The relevant 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 occurred;
- the date and approximate time (if known) on which the disputed transaction occurred; and
- details of any formal complaint lodged with the police.

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

Where it is established that Westpac has made an error 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 the card.

If, as a result of its investigation, Westpac believes the charge or transaction should remain, Westpac will write to you setting out its reasons and service charge.

What to do if you have a complaint.

If you have any concern or problem, let us know and we'll do our best to resolve it right away.

Westpac is a member of the Banking Ombudsman Dispute Resolution Scheme. If you're still unhappy after we've reviewed your complaint, then you may want to refer the matter to the Banking Ombudsman.

Further details on Westpac's internal complaints process and the Banking Ombudsman's Dispute Resolution Scheme are set out in Westpac's General Terms and Conditions.

Anti-money laundering and sanctions.

You agree to provide all information to Westpac that Westpac requires in order to manage its anti-money laundering and countering terrorism financing obligations, to manage its economic and trade sanctions risks and to comply with any laws, rules or regulations in New Zealand or any other country. You agree that Westpac may refuse to establish a business relationship with you, may be required to delay, defer, stop, charge back or refuse to process any transaction, or may terminate its business relationship with you at any time and without notice, if you fail to provide this information to Westpac in the manner and timeframe specified by Westpac.

You agree that Westpac may delay, defer, stop, charge back or refuse to process any transaction without incurring any liability if Westpac knows or suspects that:

- The transaction will or may breach any laws or regulations in New Zealand or any other country; or
- the transaction involves any person (natural, corporate or governmental) that is itself sanctioned, or is connected, directly or indirectly, to any person (natural, corporate or governmental) that is sanctioned, under economic and trade sanctions imposed by any country.

Unless you have disclosed in writing to Westpac that you are acting in a trustee capacity or on behalf of another party, you warrant that you are acting solely on your own behalf in connection with the cards.

For each transaction conducted through your cards, you represent and warrant to Westpac that, to the best of your knowledge, information and belief at the time the transaction takes place, the transaction will not breach any laws or regulations in New Zealand or any other country relevant to the transaction.

Access.

You are responsible for all administrator access to the portal. When an administrator leaves the company you must make their access inactive in the administrator portal. Please refer to the User Guide for instructions.

Conditions of Use applicable to the cardholder only.

In this section, “you” means the cardholder.

By giving you the card, the account holder is granting you the right to use the card in accordance with the Conditions of Use. You agree to these Conditions of Use as soon as you use a card. You agree with the account holder that you will comply with all of the Conditions of Use that are stated to apply to cardholders, and that your obligations to the account holder can also be enforced by Westpac as a third party beneficiary.

If you are not already a customer of Westpac, you do not become a customer of Westpac by virtue of receiving a card. In relation to the card, your relationship is with the account holder, not us. To the fullest extent permitted by law, Westpac is not liable for any loss or damage of any kind suffered by a cardholder.

You are required to:

- Sign the card as soon as you receive it;
- keep the Personal Identification Number (PIN) associated with the card secure; and
- retain copies of payment receipts and sales vouchers for all transactions made on your card.

Receiving and activating your cards.

The cards are issued by Westpac to the account holder. The account holder will activate the card and provide it to you to use. You must not use your card until you have signed it. You can gift the card to another individual, who will then be the cardholder instead of you. You must ensure they are aware of these Conditions of Use. Their use of the card is deemed acceptance of these Conditions of Use.

PIN.

Your card is issued with a preselected PIN.

Protecting your cards.

For your security, the PIN must not be:

- Disclosed to any other person, including the police, family members or bank staff; or
- otherwise negligently or recklessly disclosed.

You must ensure that no one can see you enter your PIN at EFT terminals.

You must exercise every possible care to ensure the safety of the card and to prevent disclosure of the PIN. You must not allow others to use the card, card number or PIN. You must:

- Get the card back after using it; and
- not leave the 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 the card is lost or stolen together with the PIN, it can be used for unauthorised transactions, which may result in a loss of the funds on the card.

Lost or stolen cards/PINs.

If your card is lost or stolen you should immediately put a stop on the card via the cardholder portal. If requested, we can then cancel the card and issue a replacement with any balance that remained on the card at the time of cancellation, subject to payment of the card replacement fee.

Liability for transactions.

You are responsible for all transactions made on a card, except as stated otherwise in these Conditions of Use.

Incorrect or unauthorised transactions, transaction disputes and what to do if you have a complaint.

Any complaint or dispute which the cardholder may have in relation to the card is a matter for the account holder, but the account holder may in turn be able to raise a complaint or dispute with Westpac. Please refer to the account holder provision above in relation to these matters.

Enforcement by Westpac.

The cardholder's obligations under these Conditions of Use are to the account holder, but are also for the benefit of Westpac. Westpac is not a party to the contract between the account holder and the cardholder, but Westpac can still enforce those obligations against the cardholder. These Conditions of Use cannot be altered or varied except with Westpac's written consent.

Definitions.

Account – means the Westpac account nominated on the Business Prepaid application form and approved by Westpac.

Account holder – means the business who has applied for the cards and who has been approved by Westpac.

Administrator – means the person(s) nominated as administrator(s) by the account holder on the Business Prepaid application form and who has been approved by Westpac.

Administrator portal means the online card management portal which can be accessed by the administrator and/or the account holder at westpacbusinessprepaid.co.nz.

Branch – means any Westpac branch.

Card or cards – means non-reloadable prepaid gift cards issued by Westpac to the account holder.

Cardholder – means the individual who has been provided the card by the account holder or to whom a card is gifted by a previous cardholder.

Cardholder portal – means the online card management portal which can be accessed by the cardholder.

EFT – means the process by which funds are withdrawn electronically from a card. An electronic funds transfer is authorised by using the card with associated PIN at an EFT terminal.

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

EFTPOS – means any EFT at point of sale terminal that has the “credit” function enabled.


Offline transactions – means the process by which funds are withdrawn from a card when an EFT terminal is out of operation or a merchant does not have EFT facilities. The offline transaction is authorised by signing or authorising the issue of an offline payment voucher.

Portal – means the administrator portal and/or the cardholder portal.

User Guide – means the guide issued by Westpac which sets out how the account holder and the cardholder may access and use the portal.

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

Contact us

 **0800 401 881** between 8.30am and 5pm Monday to Friday

 westpac.co.nz/businessprepaid