

Westpac Business Prepaid Gift Card Conditions of Use



Important information about these Conditions of Use.

These Conditions of Use contain the terms and conditions that apply to your Business Prepaid Gift Card with us. They include some obligations on you and Cardholders that relate to the Mastercard Rules. These are included either because of the operation of the Mastercard Rules or because our obligations to Mastercard require that we include them.

Please read this document and keep it in a safe place.

If, at any time, we have a 'Customer Commitment', the commitments in that 'Customer Commitment' don't apply to these Conditions of Use.

We recommend that you read these Conditions of Use carefully. If you're unsure about anything, we're happy to answer any questions. We also recommend you seek legal advice if there is anything that you don't understand in these Conditions of Use.

Meaning of certain words in these Conditions of Use.

We, or **us** – means Westpac New Zealand Limited. It also includes our agents. The word '**our**' has a similar meaning.

You – means the Account Holder, as the person or business who opens, and is responsible for, the Account. '**Your**' has a similar meaning.

Cardholder – means each person who has been issued with a Card in relation to your Account. Cardholders can't be companies or other legal entities.

Certain other words used in these Conditions of Use also have special meanings. We have included a list of these words in the 'Definitions' section towards the end of these Conditions of Use. Words that are included in the definitions section are capitalised – for example 'Account'.

Use of examples and other additional information.

We've included some examples where we think it might be helpful to you.

Examples will be in a grey box like this:

Example: When we illustrate an example it will look like this.

We've also included some additional information to bring certain important details to your attention.

This additional information is set out next to an icon like this:



You should always consider the trustworthiness and standing of the merchant before you complete any transaction.

These examples and additional information do not form part of these Conditions of Use.

When we say 'including' in these Conditions of Use, it means we are providing one or more examples but we aren't limiting what could be included.

Our contact details are:

0800 888 111

Westpac New Zealand Ltd,
PO Box 934 Shortland Street
Auckland 1140.

Business Prepaid Gift Card Accounts.

The whole of these Conditions of Use and the Westpac General Terms and Conditions apply to you as the Account Holder.

Some of the obligations in these Conditions of Use are relevant to Cardholders. You are responsible for making sure that Cardholders are aware of and comply with the obligations that are relevant to them. You also need to make sure Cardholders get a copy of the Business Prepaid Gift Card – Key conditions.

There is no contractual relationship between us and Cardholders.

When we say that Cardholders can do something in these Conditions of Use, these are your contractual rights (as the Account Holder) and not the Cardholders'.

If a Cardholder doesn't comply with an obligation that is relevant to them, we can also take action against the Cardholder as a third-party beneficiary.

All Cards and card numbers remain our property at all times.

Do not copy or reproduce any Card.

Card transactions.

You agree that Cards can't be used for business purposes. They can only be provided to Cardholders as gifts.

You must not offer to load any third-party funds on a Card or offer the Card in exchange for payment for anything.

Cards are prepaid and aren't able to be reloaded with funds.

Cardholders can't use Cards to withdraw cash. They also can't be redeemed for cash or used for transactions that are treated like cash advances.

When a Cardholder uses a Card they are instructing us on your behalf to make a payment. Neither you nor the Cardholder can stop the payment. We can only reverse a transaction in limited circumstances.

We're not responsible or liable for the goods or services a Cardholder purchases with a Card. You should always attempt to resolve any complaints you have with a merchant with the merchant directly.

 **We can't reverse a transaction if you're unhappy with the quality of the goods or services you purchased.**

How we will debit your Card.

We'll generally debit your Card on the day you make a purchase using your Card.

If your purchase was made using an electronic funds device, such as an ATM or EFTPOS terminal, not owned by us, we'll debit your Card when we are notified by the bank that owns the electronic funds device.

In some situations, we'll debit your Card on a different date due to circumstances beyond our control.

Example: An example of when we'll debit your Card on a different date includes when the merchant tells us about the transaction on a date later than the date of the transaction.

You can't make Off-Line Funds Transfers or recurring transactions using your Card.

 **See the definitions section below for more information on what we mean when we say 'Off-Line Funds Transfer'. Recurring transactions are where a merchant is allowed to charge an amount against a Card on a regular basis.**

EFTs can sometimes be accepted even when there is not enough money on your Card to cover the amount. If a transaction is processed but there is not enough money on your Card, you agree to promptly pay us the excess if we're obliged to honour the transaction.

Cardholders are able to gift their Card to another person. If they do this the other person becomes the Cardholder.

Cards will work at EFTPOS terminals where the 'Credit' function is available (with PIN or signature verification). They will also work at ATMs 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.

You can't let Cards be used by anyone who is sanctioned under economic and trade sanctions imposed by any country.

Using a Card.

You can't complete a transaction:

- That exceeds the balance available on the Card or
- That would result in the daily limit being exceeded.

If you try to make a transaction that does one of the above, it will be declined.

You can use the Card as many times as you want as long as there is balance remaining, the expiry date has not been reached and the Card has not been blocked or cancelled.

EFTs can sometimes be accepted even when there is not enough money on your Card to cover the amount. If a transaction is processed but there is not enough money on your Card, you agree to promptly pay us the excess if we're obliged to honour the transaction.

Cardholders can use Cards at banks and merchants displaying the Mastercard or Cirrus symbol. This includes making transactions by mail, telephone or internet order or at any financial institution or electronic banking terminal, in New Zealand and in most overseas countries.

However, we're not responsible or liable if any bank or merchant doesn't:

- Accept a Card; or
- Follow proper authorisation procedures.

 You should always consider the trustworthiness and standing of the merchant before you complete any transaction.

Legal and exchange controls.

Exchange controls or other government or legal requirements may apply in relation to the use of a Card. Where one of these requirements applies, we may need to delay, defer, stop, charge back or refuse to process a transaction. See the '**Financial Crime**' section for further information.

Foreign exchange conversion.

Mastercard fixes their own rates of exchange. When you make a transaction in a foreign currency, Mastercard processes these transactions and converts them into New Zealand dollars at those rates.

Different currencies are treated differently:

- Mastercard converts transactions made in United States dollars directly into New Zealand dollars; and
- Mastercard converts transactions made in any other foreign currency into United States dollars and then converts them into New Zealand dollars.

Fees and charges.

We may charge you fees in relation to Business Prepaid Gift cards.

 Please visit our website at westpac.co.nz/businessprepaid or call us on **0800 401 881** for a list of our current fees and charges.

Fees and charges can change at any time. We'll generally give you at least 30 days notice of any changes to fees. See the 'Variation of Conditions of Use' section for further information.

Account holder fees.

Certain fees, if they apply, will be invoiced and direct debited monthly from your nominated fee account. These types of fees include:

- Card production fees
- Ongoing Card fees
- Postage and handling fees
- Customisation fees.

 Customisation fees can include customised Card design fees, light branding Card design fees and additional training fees.

Fees in relation to transactions and use of Cards.

Any foreign currency conversion fees are deducted from the balance of the Card when a transaction is completed.

Other fees can apply to Cards. These include:

- Voucher copy fees – when you request a voucher copy
- Dispute fees - if you dispute a transaction and we find that the transaction was valid.

Authorisations and debit holds.

Some merchants, such as hotels, airlines and online shopping sites may place a hold on part of your Card balance for up to seven business days. They can do this to make sure there are enough funds on your Card for an anticipated transaction.

Some merchants may also place a hold for a nominal amount so they can confirm the Card authenticity.

i 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.

Please note that other financial institutions who are parties to an EFT system may have their own terms and conditions relating to the use of Cards in EFT Terminals.

Your cancellation rights.

You can cancel any Card at any time via the Administrator Portal.

Any unused balance on a Card that is cancelled remains your property and can be transferred to your Account.

i Please see the User Guide for more information about how to cancel Cards.

Our cancellation rights.

We may cancel, withdraw or temporarily block a Card, stop issuing you with new cards or cancel your access to the Administrator Portal or Cardholder Portal at any time if we believe it's reasonable to do so.

Example: Some examples of when we might do one or more of these things are:

- If we are required to do so in order to comply with a court order or other legal or regulatory obligation
- If we reasonably consider that use of a Card or the Administrator Portal or Cardholder Portal may cause loss to you or to us
- If a Cardholder has operated a Card fraudulently or negligently
- If there is a dispute relating to who is entitled to funds loaded on the card or a dispute relating to the Administrator Portal or Cardholder Portal.

If a Card is cancelled and there is a remaining balance on the Card at the time, we'll refund the balance to you.

Cardholders aren't entitled to the remaining balance when a Card is cancelled, but in some situations they may request a replacement or alternative card as set out below.

Replacement Card on cancellation.

You agree that if a Card is cancelled, and the Cardholder asks you to, you'll give the Cardholder one of the following:

- A replacement Card loaded with the amount that was on the original Card when it was cancelled or
- A voucher or other stored value card for the amount that was on the original Card when it was cancelled. This voucher or other stored value card can't be redeemed for cash.

This provision doesn't apply in the following situations:

- If the Card was cancelled by us because of something the Cardholder has done (or something they have failed to do). For example, this might be because they have operated a Card fraudulently or negligently
- Where the Card was cancelled by us and we provided you with at least 90 days' advance notice of cancellation
- Where the Cardholder makes the request to you after the date when the Card was originally scheduled to expire.

Card Expiry.

The expiry date for a Card is printed on the Card. Any unused balance on an expired Card remains your property and will be refunded to your Account.

Cardholders aren't entitled to any unused balance on an expired Card.

No Assurance.

We don't give you any assurances that the Administrator Portal or the Cardholder Portal will be available at all times or that they will be completely free from errors.

We may withdraw the Business Prepaid product.

We may withdraw the Business Prepaid product at any time. We'll only do that in the circumstances listed in the Westpac General Terms and Conditions. We'll generally give you at least 30 days' notice of any withdrawal as set out in the Westpac General Terms and Conditions.

Liability for lost/stolen Cards and PINs.

You, your administrator or a Cardholder needs to tell us as soon as reasonably possible if a Card or PIN has been lost or stolen or a PIN is compromised.

You'll be liable for any losses if:

- You or a Cardholder have acted fraudulently or negligently. Acting fraudulently or negligently includes failing to do any of the things we tell you and Cardholders to do in the **'Keeping Cards and PINs safe'** section below.
- You or a Cardholder otherwise breached these conditions, and that breach contributed to the unauthorised use of the Card or PIN.

Generally, you won't be liable for any losses that occur after you or a Cardholder has told us that a Card has been lost or stolen or that a PIN has been compromised. However, if there are losses that occur after we're told, you will still be liable if you or a Cardholder have acted fraudulently or negligently.

If you or a Cardholder have acted fraudulently or negligently your liability is not limited.

However, if you and the relevant Cardholder have acted as required under these Conditions of Use – and you and the Cardholder have not acted fraudulently or negligently, the maximum amount that you'll be liable for is the lower of:

- The amount of the loss resulting from the fact that the Card has been lost or stolen or that a PIN has been compromised, at the time you or a Cardholder tells us; or
- The available balance on the card at the time that the Card or PIN was lost or stolen.

You're also responsible and liable for any transactions made by a Cardholder, whether you authorised these transactions or not.

Variation of Conditions of Use.

We can vary these Conditions of Use. We'll only do this in the circumstances listed in the Westpac General Terms and Conditions. We'll generally provide you with notice of any changes – see the Westpac General Terms and Conditions for more information.

Exercise of Westpac's discretion.

When we do anything under or in relation to the Business Prepaid Gift Card product, including where you ask us to do something, we'll act in a fair and reasonable way.

You must promptly tell us if you change your personal details (including your name, address, telephone or mobile numbers and email address). If you don't tell us, you may miss out on important information.

Receiving your cards.

Cards are issued by us to you as the Account Holder. You'll need to load money onto the Card and provide it to the Cardholder to use.

Loading Cards.

You can load money onto your Cards on the Administrator Portal.

The amount loaded onto the Card can't exceed \$999. The system won't let you load an amount that would result in this amount being exceeded.

 Please see the User Guide for more information about loading money to Cards.

Customisation.

You can customise the Cardholder Portal or individual Cards with your business brand.

You agree that you will only ask us to include branding where you own all of the relevant intellectual property rights in the branding (including any trademarks).

By asking us to use your branding on a Card you are granting us a non-exclusive and non-transferable licence to use any relevant intellectual property rights for the purpose of this customisation.

Lost or stolen Cards and PINs.

You or your administrator must contact us as soon as reasonably possible if:

- Any Card or a record of a PIN is lost or stolen; or
- If a PIN becomes known to someone else.

If in New Zealand, please:

- Call us toll-free on **0800 888 111** 24 hours, seven days a week; or
- Notify any Westpac branch during business hours.

If outside New Zealand, please:

- Notify a bank which displays the Mastercard symbol; or
- Notify us by calling **+64-9-914 8026** if you or a Cardholder cannot find a bank which displays the Mastercard symbol.

We may ask you or the administrator to tell us how the card was lost or stolen.

If a Card is lost or stolen, you should put a stop on the card using the Cardholder Portal as soon as you can.

 See the User Guide for more information about how to put a stop on a Card.

Incorrect or unauthorised transactions.

You can see records of Card transactions on the Administrator Portal. Cardholders can see records of Card transactions on the Cardholder Portal.

 Please see the User Guide for more information about how to access transaction records.

Check your card records.

You should check your card records on the Administrator Portal to make sure they are accurate. If your records show any mistakes or unauthorised transactions, you should tell us as soon as you reasonably can.

If a Cardholder does not receive the goods or services a Cardholder has purchased with a Card or if a Cardholder has not authorised a transaction, they may be able to get a refund for the transaction through a dispute process.

What to do if you dispute a transaction.

If you dispute a transaction you must tell us in writing within 30 days from the date the transaction was recorded in the Administrator Portal. You'll need to make sure that you have the Cardholder's permission before you share any of their personal information with us.

 If you don't report any incorrect, invalid or unauthorised transactions within 30 days of the date the transaction was recorded in the Administrator Portal, the Cardholder won't be able to get a refund and must pay for it.

When you dispute a transaction, you must give us the following information (if you have it) so we can fully investigate the matter:

- The relevant Card number
- The amount of the disputed transaction
- A description of the nature of the disputed transaction
- A copy of the sales voucher or other record of the transaction
- Details of where the disputed transaction was made (for example, an EFT Terminal or website)
- The date and approximate time of the disputed transaction; and
- Details of any formal complaint made to the Police.

We aim to respond to you within 30 days of receiving your notice. If we don't respond within 30 days, we'll tell you the reason for the delay.

If we find that an error did occur, we'll fix this by refunding the relevant charges to your Account.

If we find there was no error, we won't reverse any transaction. However, we'll write to you setting out our reasons for our decision and any dispute fee.

If you're not satisfied with the outcome of our investigation and you have followed our complaints procedure (details of our complaint's procedure can be found on our Website), you can complain to the Banking Ombudsman by visiting <https://bankomb.org.nz/make-a-complaint/> or calling **0800 805 950**.

Financial Crime.

We may ask you to give us information we need to manage our financial crime risk and comply with our policies and all applicable laws.

We can restrict or stop our services to you without notice if we know or suspect that your (or a Cardholder's) instructions, activities or transactions:

- Breach or have the potential to breach any laws or regulations in New Zealand or any other country
- Breach or have the potential to breach any of our policies
- Involve any person, government or organisation that is directly or indirectly covered by any sanctions imposed by any country
- Are connected, directly or indirectly, with any financial crime.



See the Westpac General Terms and Conditions for more details in relation to your and our rights and obligations in relation to financial crime.

Privacy.

We have a clear Privacy Policy that explains how we keep your information safe. The Privacy Policy is not part of these Conditions of Use. You can read more about how we collect, store, use and share your personal information at westpac.co.nz/privacy or ask at any branch.

Access.

You're responsible for all administrator access to the Administrator Portal. When an administrator leaves your business you must deactivate their access to the Administrator Portal.



Please see the User Guide for more information about how to manage administrator access.

It is your responsibility to ensure Cardholders do the following:

- Sign their Card as soon as they receive it – they can't use it before it is signed
- Keep their Card and PIN secure
- Keep copies of payment receipts, sales and cash withdrawal vouchers for all transactions made with their Card.

Receiving your cards.

Cards are issued by us to you as the Account Holder. You'll need to load money onto the card and provide it to the Cardholder to use.

PIN.

Your card is issued with a preselected PIN.

Keeping Cards and PINs safe:

- It is important that you and each Cardholder keep Cards and PINs safe. You and each Cardholder need to comply with all relevant requirements in this section
- Cardholders must not choose a PIN which is easy to guess. For example, PINs must not be numbers connected with birth dates, parts of telephone numbers, or parts of driver's licences. PINs also shouldn't be parts of the Card number, sequential or easily guessed numbers (e.g. 1234 or 2222)
- We recommend using different PIN numbers for different cards and equipment (e.g. security alarms, lockers, etc)
- Cardholders must memorise their PIN. They must not write the PIN down, especially not on the Card itself
- Don't tell anyone else a PIN (even any family members or bank staff). Cardholders should not even tell you what their PIN is
- Cardholders shouldn't let anyone else use their Card, Card number or PIN
- Cardholders must also take all reasonable care to make sure that their PIN is not disclosed. They shouldn't let anyone else see their PIN at EFT Terminals or ATMs
- Cardholders must always get their Card back after using it
- Cardholders must take all reasonable care to keep their Cards safe. This means that they need be very careful in any situations where another person could take the Card without being noticed (for example in nightclubs, hotels or restaurants). If a Card is lost or stolen, it could be used by others to make transactions without their consent. You could be liable for any loss if you or a Cardholder did not take reasonable care – see the 'Liability for lost/stolen Cards' and 'Pins' section for more information about who is liable when Cards are lost or stolen.



In these Conditions of Use, if we state that you are 'liable' for a loss (or a type of loss), this means that:

- If you have suffered the loss, nobody will have to compensate you for the loss that you have suffered
- If we have suffered the loss, you will have to compensate us for the loss that we have suffered.

Definitions.

Account - means the Westpac account that can be used for loading funds onto Cards. This account is specified on your Business Prepaid application form.

Account holder – means the business who has applied for the Cards.

Administrator – means the person(s) nominated as administrator(s) by you on the Business Prepaid application form.

Administrator Portal - means the online Card management portal which can be accessed by your Administrators.

ATM – means an automatic teller machine.

Card or **Cards** – means non-reloadable prepaid gift cards issued to you by us.

Cardholder Portal – means the online Card management portal which can be accessed by the Cardholder.

EFT – means Electronic Funds Transfer, which is the electronic process which allows a Cardholder to make a purchase using a Card. A Cardholder can authorise an Electronic Funds Transfer by using their Card at an EFT Terminal.

EFT Terminal – means a device which makes EFT transactions and includes ATMs and EFTPOS terminals.

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

Off-Line Funds Transfer – means a transaction where an EFT Terminal is not working or where the merchant does not have EFT facilities. Offline transactions also include transactions made at unsupervised EFT Terminals like car parking machines, vending machines and self-serve kiosks.

User Guide – means the guide that we issue which sets out information in relation to using the Administrator Portal and Cardholder Portal.