



# Westpac PayTag Terms and Conditions

By applying for a Westpac PayTag, you agree that you will comply with these terms and conditions, as well as the terms and conditions relating to any cards and/or accounts that your Westpac PayTag will be linked to (Conditions of Use). Copies of the relevant Conditions of Use are available at any Westpac branch or online at [westpac.co.nz](http://westpac.co.nz).

## Activating and attaching your Westpac PayTag

When you receive your Westpac PayTag you will need to follow any instructions provided with it to activate it.

Westpac PayTag has been designed to be attached only once. Before attaching your Westpac PayTag you will also need to check that your Westpac PayTag will physically fit the device you intend to attach it to and will not be impaired by a cover that interferes with radio waves. We recommend you attach your Westpac PayTag firmly on a flat, uninterrupted, non-porous surface such as an appropriate mobile phone or other portable device and that you do not attach it to any other payment card or device that uses Near Field Communication (NFC) technology. Westpac PayTag must not be exposed to any liquid or sunlight, or be subjected to twisting, bending or undue electrical or mechanical stress.

If you incorrectly fit your Westpac PayTag, or change the mobile phone or item that you have attached your Westpac PayTag to, a new Westpac PayTag may be needed. A fee will apply for a replacement Westpac PayTag.

## Limits and restrictions

Limits and restrictions apply to Westpac PayTag transactions.

Unless you have been issued with a personal identification number (PIN), you will not be able to use your Westpac PayTag for transactions in New Zealand over NZ\$80 (or such other amount as you may be advised from time to time). You will need to use a card or another payment method for transactions over this amount. If you intend to use your Westpac PayTag for transactions over this amount, you will need to request a PIN from Westpac. Once your Westpac PayTag has been set up with a PIN, you will be able to use your Westpac PayTag for transactions over this amount by entering your PIN. This limit varies from country to country and may vary from time to time and we have no control over it.

Any other restrictions or limitations that apply to contactless transactions also apply to your use of Westpac PayTag. In particular, you can only use Westpac PayTag at terminals that are equipped with contactless (Near Field Communication) technology and you may need to use a card for refunds if the relevant terminal does not support contactless transaction refunds.

Daily transaction limits (as contained in the relevant Conditions of Use) apply to your use of Westpac PayTag.

## Fees and charges

The fees for Westpac PayTag are disclosed in the Transaction and Service Fees brochure which is available at any Westpac branch or online at [westpac.co.nz](http://westpac.co.nz). These fees may change from time to time.

## Security and looking after your Westpac PayTag

You must exercise every possible care to ensure the safety of your Westpac PayTag and any Westpac PayTag issued to a person nominated by you. You must look after such Westpac PayTags (and ensure that they are looked after by any nominated person) as you would a credit card. You must take reasonable care to prevent loss, theft or fraudulent use of such Westpac PayTags including, but not limited to, not leaving them, or any item they are attached to, unattended and not letting anyone else use them.

## Loss of your Westpac PayTag

You must inform us immediately if your Westpac PayTag has been misused, lost or stolen by calling us on 0800 888 111 or by notifying any Westpac branch during business hours. A fee will apply for any replacement of any Westpac PayTag.

Your liability for unauthorised transactions involving Westpac PayTag is governed by the relevant Conditions of Use. See the relevant Conditions of Use for further details.

## Limitation of liability

Your use of Westpac PayTag is at your sole risk. Westpac does not represent or warrant that the use and operation of Westpac PayTag will be without disruption, interruption or error or that Westpac PayTag will not impair the functionality of a mobile phone or other item to which it is attached. Westpac will not be liable for any damage, disruption or interference to any property or service as a result of the placement, attachment, use or removal of a Westpac PayTag by you or a person nominated by you.

## Termination

You can cancel your Westpac PayTag or a Westpac PayTag issued to a person nominated by you by advising Westpac on 0800 888 111. If cancelled, you must procure that any cancelled Westpac PayTags are cut in half and returned to a Westpac branch.

## Changes to Westpac PayTag Terms and Conditions

Westpac may change these Westpac PayTag terms and conditions at any time. Examples of when Westpac 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 at least 14 days in advance in accordance with the Code of Banking Practice. The Code of Banking Practice is available at any Westpac branch or online at [nzba.org.nz](http://nzba.org.nz).

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

## Exercise of Westpac's discretion

When we exercise discretion under these terms and conditions 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.

## Definitions

For the purposes of these terms and conditions, unless the context requires otherwise:

**contactless transaction** - means a transaction made by holding your Westpac PayTag close to the card reader on a contactless terminal without having to insert or swipe the Westpac PayTag. You will be able to find a contactless terminal at any merchant or bank that displays your card symbol and the relevant contactless symbol.

**Westpac, we, us and our** - means Westpac New Zealand Limited.

**Westpac PayTag** - means the Westpac PayTag sticker that enables customers to make contactless transactions at participating merchants.

**You and your** - mean the person to whom a Westpac PayTag has been issued.

20 May 2015