



WESTPAC DEBIT MASTERCARD[®] & WESTPAC AIRPOINTS[™] DEBIT MASTERCARD CONDITIONS OF USE AND CUSTOMER COMMITMENT

Effective: 31 August 2023

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1. Debit card Conditions of Use

These Conditions of Use apply to the Westpac Debit Mastercard® and the Westpac Airpoints™ Debit Mastercard.

Please read these Conditions of Use and then keep this document in a safe place.

The Westpac General Terms and Conditions and the Westpac Transaction and Service fees brochure also apply.

Under our Conditions of Use you are required to:

- Keep your card, any other payment instrument and any 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 queries about your debit card, you can call us on **0800 888 111**.

If you need to write to us, our address is:

**Westpac, Private Bag 92503
Victoria Street West
Auckland 1142.**

Westpac can also accept electronic communications. Find out more information by following the Contact Us link on our website westpac.co.nz

As soon as you sign or use your card or use any other payment instrument to access your account, you are deemed to have agreed to the Conditions of Use in this document and the 'Credit and Debit card service fees' section of the Transaction and Service Fees brochure, which make up your agreement with us.

You are responsible for promptly informing Westpac 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 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 and other device(s).

Your card, card number and any application or devices provided to you by Westpac to access your account are the property of Westpac. You must not copy or reproduce them. If Westpac tells you to return or destroy your card then you must do so.

Selecting your PIN.

If you have not self-selected a PIN online, you will need to visit a Westpac branch with the card and suitable ID (eg passport or New Zealand driver licence) or, from 27 September 2023, log in to Westpac One if you are an online banking customer with Westpac in order to select a PIN. You will also need to select a PIN if you wish to use any other payment instrument to access your account where a PIN is required and PIN functionality is available for that payment instrument. Your PIN enables you to use your card in electronic funds devices such as ATMs and EFTPOS terminals.

When you select your PIN either online, in a branch or, from 27 September 2023, in Westpac One if you are an online banking customer with Westpac, 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 driver's licence or locker number, your Airpoints membership number or password or other numbers easily connected with you.

We recommend using different PIN numbers for different cards, other payment instruments and equipment, eg. security alarms and lockers. From time to time we may replace/reissue you with a card or other payment instrument pre-loaded with your existing PIN, which means you do not need to visit a Westpac branch or, from 27 September 2023, log in to Westpac One if you are an online banking customer with Westpac to select a PIN unless you want to change it.

Protecting your PIN, card and other payment instrument(s).

For your security, your PIN must not be:

- Written down, especially not on the card or other payment instrument
- Kept in any form with the card or other payment instrument
- Disclosed to any other person, including the Police, family members or bank staff, or
- Negligently or recklessly disclosed. You must ensure 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 any other payment instrument that you may use to access your account. You must not allow others to use your card, card number or PIN or any other payment instrument. Always get your card or other payment

instrument back after using it. You must make sure that your card or other payment instrument is kept secure. Do not leave your card or any other payment instrument in an unattended wallet, purse or vehicle or anywhere a thief could remove the card without being noticed (particularly in night clubs, hotels or restaurants). If your card or any other payment instrument is lost or stolen it can be used for unauthorised transactions, which may result in a loss to you.

Lost or stolen cards/PINs.

You must notify Westpac immediately if:

- Your card or any other payment instrument is lost or stolen
- Your PIN becomes known to someone else
- A record of your PIN is lost or stolen.

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 symbol, or
- If you cannot find a bank which displays the Mastercard symbol, notify us by calling **+64 9 914 8026** collect.

There may be a charge to your account if a replacement card is required or you wish to enable a new payment instrument to access your account.

You should also be aware of the following conditions concerning your card:

Liabilities.

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

Once you have told us that your card or any other payment instrument 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 or payment instrument (as the case may be) after that time, unless you have acted fraudulently or negligently.

You will be deemed to have acted fraudulently or negligently if:

- You have failed to reasonably safeguard your card or other payment instrument
- You have kept a written record of your PIN on or with your card or other payment instrument
- 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 or other payment instrument

- You have unreasonably delayed notifying us that your card or any other payment instrument 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, or
- 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 or other payment instrument is lost/stolen and the time you notify us.
- If your card or other payment instrument gives you access to an account with a credit facility (e.g. Choices home loan), failure to look after your card, other payment instrument and PIN could result in a substantial loss for which you could be held responsible.

Westpac's liability.

Westpac will be responsible for any direct and/or reasonably foreseeable loss or damage caused by the failure of either your card or any electronic funds device (excluding any card or EFT terminal which is obviously faulty, or in the case of an EFT terminal which has been advised by message 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. Subject to the specific terms and conditions of a payment instrument, we will not be liable for direct or indirect loss or damage that results from:

- Using or attempting to use, a payment instrument otherwise than in accordance with the terms and conditions that apply to the use of that payment instrument, or
- Inserting a payment instrument (other than a card) in an ATM machine.

Liability for transactions charged to your account.

You are responsible for all transactions made with the use of your card or other payment instrument or card number.

You will be required to pay us the amounts on 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 or other payment instrument or the card or other payment instrument of another cardholder on your account, and
- 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 initiate a transaction by mail order, telephone order, internet or by email. You are giving authority to the 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 initiate cycle payment transactions, i.e. if you agree with a 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, another payment instrument 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.

Card transaction requirements.

Use of your card or other payment instrument constitutes an irrevocable order to Westpac, and you may not stop payment of a transaction once requested. There are limited circumstances under which we can reverse a transaction which will be subject to the rules of Mastercard. 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 will be debited to your account 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 you use your card in an electronic funds device other than a Westpac ATM or branch terminal, the transaction will be processed as soon as we are notified by the bank that owns the electronic funds device you used.

Westpac may impose such restrictions as it reasonably thinks fit for the efficient processing of transactions and in order to reduce your and Westpac's exposure to theft or fraud. These restrictions may include maximum daily transaction limits for EFT Transactions made with your card or any payment instrument(s), details of which are available at westpac.co.nz

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 using your Debit Mastercard or other payment instrument.

In respect of off-line funds transfers, any voucher signed or authorised by you shall be authority for us to process the transaction to your account. The transaction will be processed as soon as we receive it.

If you initiate a transaction with your card by mail order, telephone order or via the internet you are authorising the Mastercard merchant to process an EFT transaction or issue a sales voucher for the purchase amount, which will be debited to your account. If you initiate cycle payment transactions (i.e. if you agree with a Mastercard 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.

The acceptance of an electronic funds transfer or an off-line funds transfer is not a representation by us that you have sufficient funds in your account to cover the transfer of funds. Where a transfer overdraws your account, normal overdraft charges will apply. Details of these charges are available from any of our branches or by calling us on **0800 888 111**.

If an off-line funds transfer is processed to an account that has been closed or is open and there are insufficient funds to permit the transaction, we will not be deemed in any way to have consented to that transfer. You are liable for meeting the transaction amount.

If you wish to dispute a transaction on your statement, you may do so. See the section on 'Transaction disputes' later in this booklet.

In addition to these Conditions of Use, the use of your card or any other payment instrument is also subject to the conditions which apply to your account.

Contactless transactions.

If your card or other payment instrument has contactless technology you may use your card to make contactless transactions in New Zealand and overseas at a contactless terminal. You will be able to find a contactless terminal at any merchant that displays your card symbol and the relevant contactless symbol.

You may be required to enter your PIN or sign to use your card or your other payment instrument(s) for contactless transactions over certain limits. For New Zealand, the transaction limits can be found at [westpac.co.nz](https://www.westpac.co.nz) Different limits apply overseas and we have no control over these limits.

Card acceptance & limitations.

In New Zealand, your card will be accepted in any electronic funds device or by any merchant displaying the Mastercard symbol. Overseas, the card will be accepted by banks and merchants displaying the Mastercard symbol and at any electronic funds device displaying the Mastercard symbol. However, we will not be held liable if any bank or merchant either refuses to accept the card or any other payment instrument, or will not allow the card or other payment instrument 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. Any complaints you have with the merchant must be resolved by you.

The use of your card or other payment instrument for foreign currency transactions may be subject to exchange controls or other government requirements.

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

Transactions made in United States and Australian Dollars are converted directly into New Zealand Dollars. Mastercard converts transactions made in any other foreign currency into United States Dollars before converting them into New Zealand Dollars.

A foreign currency 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, a copy of which is available at any Westpac branch or online at [westpac.co.nz](https://www.westpac.co.nz)

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 item to us, together with a description of how the damage or fault occurred. There may be a charge to your account if a replacement card is required.

Charges.

Charges that may be incurred and charged to your account are subject to change, and details of these charges are available in our Transaction and Service Fees brochure available at westpac.co.nz, in branch or call us on **0800 888 111**.

Charges include

- Annual card charges
- A replacement card charge (if your card is lost, stolen, damaged or becomes faulty)
- Urgent replacement card charges
- Courier/freight charges for replacement card
- Voucher search charges
- Transaction charges
- Government duties or taxes
- Foreign currency fees.

Terms and Conditions set by third parties.

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

Any service benefit(s) that are associated with the use of your card or other payment instrument which are provided by a third party supplier may be withdrawn by Westpac at any time in the event that the relevant third party supplier withdraws the service benefit(s) offered.

Card cancellation.

You may cancel your card at any time by notifying us in writing, cutting it in half and returning it to any Westpac branch.

If you cancel within 15 days from the date these conditions of use are sent to you, any annual account fee or joint/additional cardholder fee charged to you will be reversed or refunded as appropriate.

If you cancel all cards on your account, you (and the joint cardholder where applicable) must immediately pay the outstanding balance of the account and any reasonable costs incurred by us in collecting payment.

Westpac may cancel your card at any time without prior notice. Examples of when we may exercise these rights include if:

- We are required to do so in order to comply with a court order or other legal or regulatory obligation
- We believe that use of the card or card account may cause loss to you or to Westpac, or
- You have operated your card fraudulently or negligently.

If you are notified that your card has been cancelled, you are required to cut it in half, return it to any Westpac branch and immediately pay the outstanding balance of the account and any reasonable costs incurred by us in collecting payment. If this happens you must not use any payment instrument to access your account. Proof of posting a letter to your last known address notifying you of the cancellation of your card will be proof of notification.

Transaction disputes.

You are responsible for checking your statements to ensure their accuracy and advising us of any mistakes. 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 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, account number 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 may 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.

What to do if you have a complaint.

Your satisfaction is our priority so if you have any concerns or problems, whatsoever, 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 (a copy of which is available at any Westpac branch or online at westpac.co.nz).

Privacy.

You agree we may use and disclose personal information held about you now or in the future (including information about transactions involving your debit card) to any party associated with a Westpac rewards programme for the purpose of administration of the applicable rewards programme, provision of related services and for marketing and research purposes.

Variation of Conditions of Use.

We reserve the right to 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 at least 14 days in advance in at least one of the following ways:

- By direct communication to you, for example by letter or electronic communication

- By message in Westpac online banking
- By displaying information in our branches
- By notice on our website, or
- By notice 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.

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.

Definitions

account – means your nominated Westpac account from which funds may be withdrawn by using your card.

branch – means any Westpac branch.

branch terminal – means each of the computer terminals installed at the service counters at our branches.

card – means your Westpac Debit Mastercard or Westpac Airpoints Debit Mastercard, as applicable.

contactless terminal – means an EFT terminal which can be used to make contactless transactions.

contactless transaction – means a transaction made by holding a payment instrument with contactless technology close to the card reader on a contactless terminal without having to insert or swipe the card.

electronic funds device – in New Zealand, means any Westpac ATMs, any branch terminals, point of sale terminals or any other automatic teller machines (ATM) approved by us as a device in which the card may be used in accordance with these Conditions of Use within New Zealand. Overseas, electronic funds device means any electronic funds device displaying the Mastercard symbol.

electronic funds transfer (EFT) – means the process by which funds are withdrawn electronically from your account. You authorise an electronic fund transfer by using your card with your associated PIN at an electronic funds device.

off-line funds transfer – means the process by which funds are withdrawn from your account when an electronic funds device is out of operation or a merchant does not have EFT facilities. You authorise an off-line funds transfer by signing or authorising the issue of an off-line payment voucher.

payment instrument – means any instrument or device (such as a card, mobile phone or computer) that Westpac allows you to use to access your account.

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

you or your – means the account holder or cardholder, depending on the context.

Airpoints™ is a registered trademark of Air New Zealand Limited.

Mastercard® is a registered trademark and the circles design a trademark of Mastercard International Incorporated.

Westpac Airpoints™ Debit Mastercard® Terms and Conditions

This Airpoints section is part of the Debit card Conditions of Use set out in the preceding pages.

If you have a Westpac Airpoints Debit Mastercard, then these Debit card Conditions of Use and the Air New Zealand Airpoints terms and conditions (which can be viewed at airnewzealand.co.nz/airpoints and do not form part of these Debit card Conditions of Use) apply. To the extent that there is any inconsistency, these Debit card Conditions of Use shall prevail.

Airpoints programme.

Your Airpoints debit card must be linked to an account and a minimum monthly deposit of an amount detailed on our website must be paid to that account.

A cardholder will be a nominated earner and eligible to earn Airpoints dollars on their Airpoints debit card if:

- a) They are a current member of the Airpoints programme and have advised Westpac of their Airpoints membership number, and
- b) They are an account holder.

The awarding and value of Airpoints dollars will be determined by Westpac in its absolute discretion. Westpac does not guarantee that Airpoints dollars will continue to be offered for its products or services provided. Westpac is not responsible for the provision of Airpoints dollars and associated tier status and privileges, which are the sole responsibility of Air New Zealand and subject to the Air New Zealand Airpoints terms and conditions.

The nominated earner must notify us immediately if they cease, for any reason, to be a member of the Airpoints programme.

Earning Airpoints dollars.

The nominated earner can earn Airpoints dollars every time an Airpoints debit card or any other payment instrument linked to the account is used by the nominated earner or another cardholder linked to the same account for purchases or payments, other than for excluded transactions. These transactions are referred to in the remainder of these terms and conditions as **'eligible spend'** or **'eligible transactions'**.

Airpoints dollars will be earned at a rate specified and published by us from time to time on our website at

westpac.co.nz Airpoints dollar earn rates are subject to change without notice. Domestic and international spend (when converted into New Zealand dollars) will attract the same earn rate.

Additional Airpoints dollars may also be earned in relation to promotions, incentives or in other ways offered by us or Air New Zealand or its partners from time to time.

We may appoint bonus partners that may offer promotional Airpoints dollars on purchases of bonus partner goods and services with your Airpoints debit card. You authorise bonus partners to collect the nominated earner's Airpoints membership number at the point of sale and hold it for the crediting of Airpoints dollars.

Excluded transactions - The following transactions are not eligible transactions and will therefore not earn Airpoints dollars:

- a) Fees, charges or interest
- b) Gambling chips or gambling transactions (including online gambling)
- c) Tax payments (including for local council rates and ACC levies)
- d) Cash withdrawals from your account. In the case of a transaction comprising a purchase and a cash withdrawal, the cash withdrawal component is not an eligible purchase
- e) Money orders, travellers cheques and foreign currencies in cash
- f) Purchases made with an Airpoints debit card that Westpac believes, at its sole discretion, are for the purpose of business related expenditure
- g) Transactions made in any period during which the nominated earner's Airpoints membership is suspended by Air New Zealand or at any time after it is terminated for any reason, and
- h) Transactions made in any period during which the nominated earner's Airpoints debit card or account is suspended by Westpac or the earning of Airpoints dollars or any other Airpoints member benefits are suspended by Westpac,

(the '**excluded transactions**')

Westpac is unable to provide Airpoints dollars for transactions by means other than on an Airpoints debit card or any other payment instrument linked to the account, as a result of the failure of any machine or system, or strike beyond the control of Westpac.

If you receive a refund, chargeback or reversal onto your Westpac debit card (for example when you return goods, cancel paid bookings, or when an incorrect charge or payment is reversed), in relation to the month in which the refund, chargeback or reversal is made, the corresponding Airpoints dollars for that amount will be removed from the balance of Airpoints dollars earned to date for that month (– this may result in a negative balance of Airpoints dollars earned for that month).

Airpoints dollars will accrue monthly, will be shown on your statement as a total amount earned for a month and will be credited to the nominated earner's Airpoints account at the end of your statement period closing date. Air New Zealand will provide any earned Airpoints dollars to the nominated earner's Airpoints account within its normal processing periods.

For general information about the Airpoints programme or your Airpoints account, including the amount of Airpoints dollars earned, please contact Air New Zealand on **0800 247 764** or visit airnewzealand.co.nz/airpoints

Using Airpoints dollars.

The use of Airpoints dollars to redeem rewards is governed by the Air New Zealand Airpoints terms and conditions. Westpac does not guarantee the redemption of Airpoints dollars or any rewards you receive under the Airpoints programme, which are the sole responsibility of Air New Zealand and subject to the Air New Zealand Airpoints terms and conditions.

Your information.

The Privacy section of Westpac's General Terms and Conditions applies to information we hold about you in connection with your Airpoints debit card. In addition, we may use and disclose personal information about you (including information about transactions involving your Airpoints debit card) to Air New Zealand and any Air New Zealand programme partners or our bonus partners for the purposes of allowing Air New Zealand to administer the Airpoints programme, to enable Air New Zealand to conduct analysis on members of the Airpoints programme, in connection with the provision of related services, for marketing and research purposes or for any other purpose outlined in the Air New Zealand Airpoints terms and conditions. Please refer to Air New Zealand's Privacy Policy found in those terms and conditions for more information about how Air New Zealand handles your information.

Cancellation.

The Cancellation section of these Conditions of Use applies to our and your ability to cancel your Airpoints debit card.

Westpac may also cancel, suspend or discontinue the earning of Airpoints dollars on your Airpoints debit card, at any time without prior notice if you fail to comply with these Conditions of Use, the Air New Zealand Airpoints terms and conditions or if our participation in the Airpoints programme ends.

If an Airpoints debit card held by you and, as applicable, any cardholder linked to the same account are cancelled (whether upon your request or by Westpac):

- All Airpoints debit cards and other payment instruments linked to your account will be blocked from accessing the account and will be cancelled
- No Airpoints dollars will be able to be earned from the time of cancellation, and
- Any Airpoints dollars earned since the end of your most recent statement period, will be credited to your Airpoints account and will be shown in your final statement.

Changes to Airpoints Terms and Conditions.

The Variation of Conditions of Use section of these Conditions of Use applies to our ability to change this Airpoints section. Air New Zealand may change the Air New Zealand Airpoints terms and conditions at any time as set out in those terms.

Disputes.

In addition to the Transaction Disputes section of these Conditions of Use a dispute in relation to the awarding of Airpoints dollars must be notified to us in writing within 30 days of your statement period closing date. We may refer your dispute to Air New Zealand.

These Conditions of Use and the Air New Zealand Airpoints terms and conditions are two separate agreements. Westpac has no liability to you under the Air New Zealand Airpoints terms and conditions and Air New Zealand has no liability to you under these Conditions of Use.

Definitions – Westpac Airpoints Debit Mastercard

Defined terms in this section shall have the meaning given to them in the preceding Definitions section and the Air New Zealand Airpoints terms and conditions unless they are otherwise defined here.

account – means in relation to an Airpoints debit card, a Westpac Electronic account, Access account, Earner account, Easy Access account or such other account as determined by us from time to time, from which funds may be withdrawn using your Airpoints debit card.

Air New Zealand - means Air New Zealand Limited and its successors and assigns.

Air New Zealand Airpoints terms and conditions – means the terms and conditions that govern the Airpoints programme, as amended from time to time by Air New Zealand and published at airnewzealand.co.nz/airpoints

Airpoints account – means the Air New Zealand account that records the Airpoints dollars earned, advanced and redeemed by a member of the Airpoints programme.

Airpoints debit card – means the Westpac Airpoints Debit Mastercard issued to you and includes, unless the context states otherwise, any other Westpac Airpoints Debit Mastercard(s) linked to the same account

Airpoints dollars – means Airpoints Dollars™ which are any frequent flyer points that are accrued to the Airpoints account of a nominated earner in accordance with the Air New Zealand Airpoints terms and conditions and these Conditions of Use.

Airpoints member benefits - means Airpoints dollars and other benefits available to you as an Airpoints debit card holder as contained in these Conditions of Use.

Airpoints programme – means the Air New Zealand frequent flyer programme governed by the Air New Zealand Airpoints Terms and Conditions.

bonus partner – means a third party partner that may from time to time, offer promotional Airpoints dollars to Westpac customers for purchases of its products and services.

cardholder – means the person who holds an Airpoints debit card.

eligible spend or eligible transactions – means purchases or payments undertaken on an Airpoints debit card, other than excluded transactions and *eligible transaction* shall have a corresponding meaning.

excluded transactions – means those purchases and payments which are not eligible transactions, as set out under the section ‘Earning Airpoints dollars’ above.

nominated earner – means the Airpoints member who is an account holder of the account and who has been nominated to receive Airpoints dollars earned from purchases on the account and who has provided their own Airpoints member number to Westpac.

payment instrument – means any instrument or device (such as a card, mobile phone, computer) that Westpac allows you to use to access your account

rewards – means any benefits, services, goods and facilities rewards that Air New Zealand may offer an Airpoints member in return for them redeeming a specified number of Airpoints dollars in their account.

Airpoints™ and Airpoints Dollars™ are registered trademarks of Air New Zealand Limited.

2. Customer Commitment

This Customer Commitment describes how we'll exercise our rights and discretions in relation to some aspects of certain contracts you enter into with us. When we refer to "we", "us" or "our" in this Customer Commitment, we are referring to Westpac New Zealand Limited.

This Customer Commitment applies if your contract is a "standard form consumer contract" or a "standard form small trade contract" for the purposes of the Fair Trading Act 1986. This means it will not apply to your contract if:

- The contract was subject to effective negotiation between you and us, or
- You are a business customer and the total amount of consideration payable to us in any annual period under the contract is \$250,000 or more (this includes consideration payable under the relevant contract as well as any other contract with us on the same or substantially similar terms).

Please contact us if you have any questions about whether this Customer Commitment applies to a contract with you.

Some parts of this Customer Commitment may not apply to all of the terms of your contract – see section "When do these additional commitments not apply" for further information.

The commitments in this section will also not apply to any document that expressly states that they will not apply.

This Customer Commitment is a commitment regarding our conduct – it is separate from the Westpac Debit Mastercard and Westpac Airpoints Debit Mastercard Conditions of Use and does not form part of any individual contract.

General Commitment.

When we do anything under your contract, including where you ask us to do something, we'll act in a reasonable and fair way. We'll do this by having regard to both your and our respective business interests and circumstances at the time.

Specific Commitments.

Entire Agreement Clauses.

We won't rely on clauses that limit our agreement with you to the written contract. This means statements we make to you (including verbal statements) can form part of our agreement if that is clearly intended.

Indemnity Clauses.

If something goes wrong, we'll limit the kinds of loss we'll ask you to cover under indemnity clauses:

- Unless losses are caused by you or your employees, contractors or agents acting fraudulently, either alone or together with any other person, we'll only look to recover losses that are a direct result of the matters covered by any indemnities that you have given us under our contract with you
- We'll not rely on indemnities to claim losses which arise from the fraud, negligence or wilful misconduct of:
 - Us, our employees, contractors or agents (unless you introduced us to that agent) or those of our related entities', or
 - Any receiver we appoint.

Unilateral variation clauses.

We'll change how we use unilateral variation clauses.

These are clauses that allow us to make changes to your contracts without your agreement. This commitment in relation to unilateral variation clauses does not affect our rights to withdraw products or services or transfer products or services.

Changes we can make.

We'll still be able to make the following types of changes in accordance with the terms of your contract:

- Changes for reasons outside of our control (for example changes required to comply with law, a code of practice, a regulator's requirements or guidance or decisions of courts or other dispute resolution processes or changes driven by our suppliers or other third parties or for sustainability reasons)
- Changes to financial terms such as margins, interest rates, payments, repayments, fees and charges (including introducing new ones), how we calculate financial terms and when we charge them, as well as changes to non-monetary benefits.

If we want to change other terms of your contract, we'll only do so in the following circumstances:

- The change is for security reasons (including to protect against fraud or suspected fraud)
- We reasonably consider you'll benefit from the change
- It's administrative or minor or corrects a mistake or omission
- It reflects changes to our business or technological systems

- To reflect improvements to the product and/or service
- To enable changes that are reasonably necessary for Westpac's legitimate business purposes
- It's not specific to you but is made generally to similar products or services, product or services features, or customers – this may include changes to reflect current industry or market products or services or conditions.

When we make changes, we'll act fairly and reasonably towards you. Also, nothing in this section gives us the right to make changes that we would otherwise not have been entitled to make.

Notice of changes.

We'll generally give you at least 30 days' notice of changes.

However, we may give you less than 30 days' notice, notice after the change takes effect, or no notice if it's reasonable to do so, in relation to the following types of changes:

- Changes that are out of our control
- Changes to pricing (other than changes to a margin as outlined below)
- Changes made only to your terms
- Changes where specific laws set out when we may (or must) give you notice – including under the Credit Contracts and Consumer Finance Act 2003.

We'll give you at least 30 days' notice if we change a margin if the change is only made to your margin and we consider it will be unfavourable to you.

Where there is a notice period specified in your contract, nothing in this section gives us the right to reduce that notice period.

What can trigger a default

Defaults relating to payment or insolvency are very serious and we won't necessarily give you time to fix them. The exception to this is if you miss a payment because of a technical or administrative error – in these cases we'll give you two business days to make the missed payment. This does not change the time for payment.

However, for all other default events we'll give you a reasonable time to fix them (if they are able to be fixed).

If you're in default (unless you are in default because of non-payment or insolvency), we'll only require early repayment of facilities provided for an agreed term or take enforcement action against you if we think it is reasonably necessary to protect our legitimate interests.

We'll also always comply with our obligations as a responsible lender in relation to consumer credit contracts.

Specific Default Clauses.

We'll exercise our rights in relation to some other default events in the following ways:

- If your agreement includes default events relating to the following circumstances:
 - Information you have provided to us being incorrect or incomplete
 - All or part of your agreement becoming illegal, invalid or unenforceable
 - The performance of your obligations under your agreement being (or becoming) unlawful or being in breach of any obligation that you have
 - A guarantor dying or ceasing to have full legal capacity, or giving notice to stop its obligations
 - A court order being made that requires you or another entity (including a guarantor or any related company to you) to pay the debts of another entity.

We'll only treat these as default events if the circumstances giving rise to the default are likely to materially increase our credit risk or give rise to a reputation risk.

If your agreement includes default events relating to the following circumstances:

- Indebtedness to another creditor becoming due and payable
- Another creditor taking enforcement action against your (or any guarantor's) assets
- Any security interest given to another creditor over your (or any guarantor's) assets becoming enforceable.

We'll only treat these as default events if the amount of the indebtedness or the value of the assets (as relevant) exceeds \$20,000.

- If your agreement has a clause that states that it is a default event if you don't comply with any obligation, we'll only treat this non-compliance as a default event if the circumstances are likely to materially increase our credit risk or give rise to a reputation risk. Note that this does not apply if the circumstances are covered by a specific default event or default clause in your agreement or to any other default events referenced above in this section. It also does not apply if the circumstances giving rise to the default relate to:
 - Use of loan funds for purposes that are not approved or agreed by us

- You dealing with secured property improperly or without consent
- A change in your beneficial ownership or control
- Failure to maintain insurance.

We won't rely on any clause that states that it is a default event if anything happens that has a "Material Adverse Effect" or a "Material Adverse Change".

In this section, "materially increasing our credit risk" means there is a material increase in the risk that:

- You or a guarantor might not comply with any of your or their financial obligations to us
- We might not be able to fully recover from any secured property everything you or a guarantor owes us under contracts we have with you
- We're unable to assess either of the things described above.

In this section, "reputation risk" means a material risk that we might not comply with law or a material risk to our reputation.

Use of "immediately".

Unless we want you to act "immediately" to protect us from a credit, reputation or other risk (including a risk to any secured property), we won't require you to take certain actions "immediately" if it is not reasonably practicable.

For example, your agreement might state that whenever we ask you to do something in relation to property over which we have security, you agree to do it "immediately". In such cases, (unless we want you to act to protect us from a credit, reputation or other risk) we will give you a reasonable time period to comply with any requests (having regard to your and our respective business interests and circumstances at the time).

"At any time".

Unless we're acting to protect ourselves from a credit, reputation or other risk (including a risk to any secured property), if we have the right to do something "at any time" or require you to act "at any time", we will give you a reasonable period of notice or a reasonable period to act where it is practicable.

When do these additional commitments not apply?

“On demand” and other facilities.

Some facilities such as overdrafts or lines of credit are repayable “on demand” or “on call” which means we can ask you to repay them at any time. This will continue to be the case.

If we have the right under any credit card agreement to cancel your agreement at any time without prior notice, this will continue to be the case.

If we’ve issued bank guarantees, letters of credit or similar instruments (or endorsed bills of exchange or similar) at your request, our rights in respect of those instruments, including rights to terminate our liability, stop issuing instruments or require reimbursement from you, are not affected by this section.

Name of Card Issuer

Westpac New Zealand Limited
53 Galway Street
Private Bag 92503
Victoria Street West
Auckland.



Using the Debit Mastercard and the Airpoints Debit Mastercard.

New Zealand

NZ EFTPOS: Select CHQ or SAV and enter your PIN

NZ ATM: Select CHQ or SAV and enter your PIN

Overseas

Overseas EFTPOS: Select CREDIT and sign or enter your PIN

Overseas ATM: Select CREDIT and enter your PIN

Online/phone/mail order

- Select Mastercard as your card type.
- Provide your card number and expiry date.
- Provide the three digit CVV number on the back of your card if required.



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