

Westpac Airpoints™ Credit Card Conditions of Use.

Mastercard® cards.

As at 25 June 2021.

These are the conditions of use for your Westpac Airpoints™ Mastercard account. Please read this document carefully and then keep it in a safe place.



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Full name and address of creditor:

Westpac New Zealand Limited
Westpac on Takutai Square
53 Galway Street
Private Bag 92503
Victoria Street West
Auckland 1142.

Westpac Airpoints™ Credit Card Conditions of Use.

Mastercard® Cards.

These Conditions of Use apply to the following accounts:

- Westpac Airpoints Mastercard®
- Westpac Airpoints Platinum Mastercard
- Westpac Airpoints Business Mastercard accounts

The Westpac Transaction and Service Fees brochure also applies.

As soon as you sign or use your Westpac Airpoints credit 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.

Under our Conditions of Use you:

- agree to keep your card, any other payment instrument and any Personal Identification Number (PIN) secure,
- agree that your card and any Westpac PayTag® issued to you is the property of Westpac,
- will sign your card as soon as you receive it.

If you have any enquiries about your account, you can call us on **0800 707 002**.

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**.

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 signing your card.

When you receive your card you must immediately sign it. You must not use your card until you have signed it.

Ownership of your card and other device(s).

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

Selecting your PIN.

When you are issued with your card if you have a PIN (self-selected online or otherwise) you will activate your card when you use your card at any electronic funds device such as EFTPOS terminals and ATMs. If you have not self-selected a PIN online, you will need to visit a Westpac branch with suitable ID (e.g. passport or New Zealand driver licence) in order to select a PIN. 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 or in a branch) you should choose a number that you will be able to remember easily as you will need to memorise it. You must not choose unsuitable numbers such as birth dates, months or years, parts of your telephone number, parts of your card number or sequential or easily identified numbers (e.g. 2345 or 2222). You must also not use numbers from personal data such as your drivers licence, 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 e.g. security alarms, 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 to select a PIN unless you want to change it.

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

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, 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 and any 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 nightclubs, hotels or restaurants). If your card or any other payment instrument is lost or stolen, it can be used by others to make unauthorised transactions, which may result in a loss to you.

For your security, your PIN must not be:

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

Some transactions using your card or other payment instrument(s) may not require PIN or signature verification. This will depend on the payment instrument, the method of payment, the EFT terminal and the country concerned.

You must not send your card or any Westpac PayTag overseas or have any other person send your card or Westpac PayTag to you overseas. Please contact us to find out about sending these items overseas or receiving them while you are overseas.

Lost and stolen cards/payment instruments/PINs.

You must notify us 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.

If you are in New Zealand, please:

- call us on **0800 707 002**, or
- notify any Westpac branch during business hours.

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

If you are outside New Zealand, please:

- notify a bank which displays the Mastercard® acceptance mark,
- notify us by calling **+64-9-914 8026**.

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

Liabilities.

If through no fault of your own (whether you are in New Zealand or overseas):

- your card or other payment instrument is lost or stolen
- your PIN has been disclosed or compromised

and you notify us of the above immediately on discovery, you will not be held responsible for any unauthorised use of your card or payment instrument (as the case may be), unless:

- you have acted dishonestly, fraudulently or negligently
- you have failed to reasonably safeguard your card or payment instrument
- you have kept any record of your PIN on or with your card or 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 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
- you have breached these conditions of use.

If you are at fault for the reasons set out above, you will be liable for fraud losses that occurred before you notify us of such unauthorised use. Your maximum liability will be the lesser of:

- the actual loss at the time of notification, including amounts for pending transactions that cannot be reversed, or
- your available credit limit (i.e. the maximum amount that you would have been entitled to use or withdraw from your account) before the unauthorised use took place.

If you have taken reasonable steps to secure your card or payment instrument and PIN, have not acted fraudulently or negligently, and notify us of any loss immediately upon becoming aware, you will not be liable for any financial loss caused to you by any such unauthorised transactions.

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.

Liability for transactions charged to your account.

You are personally responsible for all credit extended by Westpac to you including credit extended under a Westpac Airpoints Business Mastercard. You will be required to pay us the amounts of all:

- cash advance and sales vouchers signed or authorised by you or another cardholder on your account,
- mail, telephone, internet order or email transactions and cycle payments authorised by you or another cardholder on your account,
- EFT transactions carried out on your account using your card 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 initiates 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, and check the fine print relating to any transaction, before you provide your credit card details or complete the transaction. If you or another cardholder on your account initiates 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 further authorisation. 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 or unauthorised, you can dispute it, provided you notify us in writing within 30 days of the statement period closing date. Please see the Transaction disputes section below for further details on notification.

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.

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

- your name, account number and the last four digits of your 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 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 the applicable 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 Transaction requirements section.

Liability for transactions on closed accounts or insufficient funds/credit.

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

Westpac's liability.

Westpac will be responsible for any amounts deducted from your account as a direct result of the failure of either your card or any ATM (excluding any card or ATM which is obviously faulty, or in the case of an ATM, where any fault has been advised by notice or display) 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.

Unforeseen hardship.

If you are in financial difficulty (for example, because of illness, injury, or loss of employment), it is important that you do not ignore the problem. Contact us as soon as possible if you are having problems meeting your repayments or think that you may experience difficulty doing so in the near future. Depending on your circumstances you may be able to make a hardship application.

There are limits on when and how often you can make a hardship application. You can find out more information and obtain a Financial Hardship Application form:

- in person at a branch (a branch locator tool can be found online at westpac.co.nz/redpages);
- by phone (on **0800 772 771** between 8am-5pm, Monday-Friday); or
- online at westpac.co.nz

Transaction requirements.

- A payment effected using your card or other payment instrument constitutes an irrevocable order to Westpac and you cannot 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 the goods and services. We will not be responsible for the goods and services supplied by any merchant, and any complaints you have with the merchant must be resolved by you.
- Any transactions which may be processed before you sign or use your card or use any other payment instrument to access your account, including balance transfers, will be subject to these conditions of use.
- Westpac will advise you of your approved credit limit in writing.

Westpac may decrease your credit limit from time to time. Examples of when your credit limit may change include if:

- > your financial position has changed, or is anticipated to change;
 - > you do not pay an amount when it is due;
 - > 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.
- > Your credit limit will also be shown on your monthly statements and in your Westpac online banking.
- You must ensure that your account does not exceed the credit limit authorised in writing by us, without our prior written approval. If you fail to comply with this condition then any amount in excess of your credit limit is payable on demand. You will be liable for any transaction processed to your account which exceeds your credit limit.

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 on your account. Note also that:

- The minimum amount of any cash advance in New Zealand is \$20. However, different amounts may apply in other countries.
- You may use your card to carry out EFT transactions at any ATM during the hours advised by us, provided that access is available. Access to an EFTPOS terminal is at the merchant's discretion.
- Westpac PayTag can only be used to make Contactless transactions. Any limit or restrictions that apply to Contactless transactions also apply to the use of Westpac PayTag. You must use a card for EFT transactions that are outside the limits and restrictions that apply to Contactless transactions.

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

Contactless transactions.

- If your card or other payment instrument has contactless technology you may use it 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 or bank 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 minimum transaction limits. For New Zealand, the minimum transaction limits can be found at **westpac.co.nz** Different limits apply overseas and we have no control over these limits.

Acceptance and limitations.

Mastercard is accepted by banks and merchants displaying the Mastercard acceptance mark. However, we will not be held liable if any bank or merchant either refuses to accept the card or any other payment instrument, does not follow proper authorisation procedures, or does not allow the card or any other payment instrument to be used to purchase particular types of goods and services available from the bank or merchant.

The use of your card or any other payment instrument overseas may be subject to exchange controls or other government requirements and in these circumstances Westpac may delay, defer, stop, charge back or refuse to process a transaction. See the Anti-money laundering and sanctions section below for further information.

Mastercard® process and convert into New Zealand dollars, cash advances (where applicable), purchases and/ or charges made in foreign currencies at the rate(s) of exchange fixed by Mastercard. Mastercard convert transactions made in any foreign currency into United States dollars before converting them into New Zealand dollars.

A foreign currency conversion fee will be charged by the bank on any such foreign currency transaction. Details of this fee are available in our Transaction and Service Fees brochure which forms part of these conditions of use, a copy of which is available at a Westpac branch or online at 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. You must also advise us of how the damage or fault occurred. There may be a charge to your account if a replacement card is required.

Security interest.

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

Joint and additional cardholders.

Joint cardholders.

- If you and a joint cardholder each hold a card or Westpac PayTag on the same account, you are both bound by these conditions of use. You and any joint cardholder are also liable both jointly and severally for any amount owing to us on that joint account. This means that either of you may be required to pay the outstanding balance owed on the account.
- We will accept instructions relating to the account from either joint cardholder.
- A notice we send to one of you, will count as notice to all of you.
- Either of you may cancel your cards and/or Westpac PayTags provided that you notify us in writing and return both of them to us, cut in half.

- Either of you may cancel one card or Westpac PayTag provided that you notify us in writing and return it to us, cut in half. Upon cancellation of one card, the joint account will be frozen by Westpac so that neither of you will be able to use it. Each of you may apply for a new individual card. Each of you will remain liable for all transactions initiated or charged to the cancelled account prior to cancellation, as well as any costs and expenses incurred after cancellation.

A joint cardholder must be at least 18 years old.

Additional cardholders.

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

The additional card is subject to these conditions of use.

Westpac PayTag®.

If Westpac PayTag® is available, at your request, we may issue to you a Westpac PayTag on your account in your name or to any person nominated by you, who is over the age of 16. Use of a Westpac PayTag does not require a PIN or the signature of the account holder or any nominated persons.

You are liable for any transactions carried out on your account using a Westpac PayTag by you or any person nominated by you. Westpac PayTag can only be used for Contactless transactions. Any limits that apply to Contactless transactions will also apply to the use of Westpac PayTag. Westpac PayTag is subject to these conditions of use as well as the Westpac PayTag Terms and Conditions, which can be found online at westpac.co.nz

Monthly Account Statements and Interest Charges.

Statements.

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

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

If you are a Westpac Online Banking customer you consent to receive these statements electronically in respect of your online accounts, unless you elect through Westpac Online Banking to receive statements in paper form. We will give you at least 14 days notice when we cease to provide paper statements to you.

By so consenting you agree that we may make electronic statements available to you in Westpac Online Banking, either in a PDF form or by providing equivalent ongoing online information about your accounts and transactions.

If you are not a Westpac Online Banking customer or if you elect to receive statements in paper form, you will be sent statements by ordinary post (to your current address as advised by you to Westpac) or by facsimile.

We have no obligation to tell you when electronic statement or account information is available for your viewing.

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

When will you be charged interest?

Purchases.

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

Cash Advances.

Unless we agree otherwise, you will be charged interest on the daily balance of each cash advance, from the date you withdraw the cash until you pay that amount in full.

Balances transferred from non-Westpac accounts.

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

Fees and charges.

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

Unpaid interest.

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

Balances transferred from other Westpac credit card accounts.

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

How is interest calculated?

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

When is interest debited?

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

Interest rates.

Unless otherwise specified in a promotion:

- The interest rate for purchases and charges will apply to all purchases and charges (other than cash advance fees), balances transferred from another institution, and interest accrued thereon, including purchases and charges (other than cash advance fees) transferred from another Westpac credit card account and interest accrued thereon.
- The interest rate for cash advances will apply to all cash advances and cash advance fees (including those transferred from another Westpac credit card account), and interest accrued thereon.
- From time to time we may offer promotional interest rates for certain purchases for specified period(s). Standard interest rates will apply to the unpaid (outstanding) balance of any such purchases when the term of the promotional interest rate expires.

The current interest rates are shown in the welcome letter we send you, on your statements and are available at westpac.co.nz Interest rates are subject to change from time to time.

Payments.

Information regarding methods of making payment is outlined at westpac.co.nz

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

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

Application of payments.

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

1. All charges, either shown on the current statement or any previous statements, or charged since your current statement.
2. All interest, shown on the current statement or any previous statement.
3. All cash advances shown on the current statement, or any previous statement.
4. All purchases shown on the current statement, or any previous statement.
5. Any balances transferred from accounts at other institutions shown on the current statement or any previous statement. Should your account contain multiple balance transfers, the balance transfer with the highest interest rate will be paid off first.
6. All cash advances made since the current statement.
7. All purchases made since the current statement.
8. All balance transfers from accounts at other institutions made since the current statement.

Effective date of payment and availability of credit.

A payment to your account is considered to be made on the day that the payment is actually credited to your account. Depending on the payment method used, payments will normally be credited to your account the day they are processed. However, if there are delays in crediting a payment to your account the payment will be back-dated to the date it was processed for the purpose of calculating interest.

Minimum payments.

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

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

If you do not pay the minimum payment in full when due, you may incur additional charges and you may not be able to use your card or other payment instrument.

Any overdue amount is payable immediately. You are obliged to pay the minimum payment each month even if you do not receive a statement or access a Statement in your Westpac Online Banking. Payment and account details may be obtained from any of our branches, by visiting online banking or by calling us on **0800 707 002**.

Unpaid amounts.

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

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

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

Fees and charges.

A late payment charge will apply each month if you do not make at least the minimum payment due as shown on the monthly statement before the pay by date. The late payment charge will not apply where the balance of your account at the date of issue of the next monthly statement is less than \$25 or if you remedy the non-payment by the date of issue of that statement. Other fees and charges may be imposed by us and may be changed from time to time. Fees and charges will be debited to your account and will continue to be charged unless all cards and payment instruments associated with your account are cancelled. Those fees and charges may include:

- an urgent application fee if you ask us to urgently process your card application,
- an annual or half-yearly account charge for maintaining your account, including maintaining any loyalty programme specific to the card type, or providing additional benefits specific to the card type e.g. travel insurance, extended warranty insurance. This charge will be debited annually or half-yearly in advance,
- joint/additional card charges if you operate a joint/additional card on your account,
- a cash advance charge, if you make a cash advance,
- account over limit charges, where you exceed your credit limit during any statement period,
- a replacement card charge (if your card is lost, stolen or damaged or becomes faulty),
- foreign currency conversion fees, if you make a purchase or cash withdrawal (which may include any fees or charges debited by a third party) in a foreign currency,
- if you require a card to be sent urgently or overseas, courier/freight charges,
- if you dispute any transactions, disputed transaction search charges, statement copy charges and sales voucher copy charges (as applicable),
- costs and expenses incurred by us in collecting cards/Westpac PayTags and/or payments.

Unpaid money - agency collection charges.

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

For more details regarding our fees and charges see our Transaction and Service Fees brochure at a Westpac branch, online at westpac.co.nz or call us on **0800 707 002**.

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 account.

For each transaction conducted using your account, 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.

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 who 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.

Cancellation.

You may cancel your card or a Westpac PayTag 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 and Westpac PayTags 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. Credit charges will continue to accrue until payment of the outstanding balance has been made.

Westpac may cancel your card or your Westpac PayTag at any time without prior notice.

Examples of when we may exercise these rights include, if:

- > your financial position has changed or is anticipated to change;
- > you do not pay an amount when it is due;
- > 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 or Westpac PayTag 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. Credit charges will continue to accrue until payment of the outstanding balance has been made.

Proof of posting a letter to your last known address notifying you of the cancellation of your card and/or Westpac PayTag will be proof of notification.

What to do if you have a complaint.

Your satisfaction is our priority so if you have any concern or problem, whatsoever, let us know, and we'll do our best to resolve it right away. You can do this:

- in person at a branch (a branch locator tool can be found online at **westpac.co.nz/redpages**);
- by phone 7 days a week 7am-11pm
 - > toll free within New Zealand: **0800 400 600**
 - > from overseas: **+64 9 912 8000** (international toll charges apply)
- online at **westpac.co.nz/feedback**

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.

You can contact the Banking Ombudsman:

Phone: **0800 805 950**
Email: **help@bankomb.org.nz**
Address: Banking Ombudsman
Freepost 218002
PO Box 25327
Featherston Street
Wellington 6146.

Privacy.

Westpac is committed to your privacy and has a Privacy Policy which explains how Westpac collects, stores, protects and uses your personal information. The Westpac Privacy Policy is available at any Westpac branch or online at **westpac.co.nz**

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 – Credit Card Conditions of Use.

account – means your Westpac Airpoints Mastercard, Westpac Airpoints Platinum Mastercard, Westpac Airpoints Business Mastercard account or any nominated account.

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

card – means the Westpac Airpoints Mastercard, Westpac Airpoints Platinum Mastercard, Westpac Airpoints Business Mastercard and any other Westpac credit card issued to you or any other cardholder on your account and includes any joint or additional cards but excludes Westpac PayTag.

cardholder – means the person we issue with a Westpac Airpoints Mastercard, Westpac Airpoints Platinum Mastercard, Westpac Airpoints Business Mastercard or Westpac PayTag or any other Westpac credit card. This includes, unless the context states otherwise, joint cardholders, additional cardholders, the principal cardholder and any Westpac PayTag holders.

cash advance – means an advance of cash made from your account.

Contactless terminal – means an EFT terminal which can be used to make a Contactless transaction.

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

EFT – means Electronic Funds Transfer, which is the process by which funds are withdrawn electronically from your account. You authorise an Electronic Funds Transfer by using your card or other payment instrument at an EFT terminal or by using your card number online.

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

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

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

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

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

PIN – means the Personal Identification Number which, when used in conjunction with a card or other PIN-enabled payment instrument in an EFT terminal, enables you to make EFT transactions.

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

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

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

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

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

Westpac Group – includes Westpac Banking Corporation ABN 33 007 457 141, Westpac New Zealand Limited and all related entities of Westpac Banking Corporation and/or Westpac New Zealand Limited.

Westpac PayTag – means, if available, the Westpac PayTag sticker issued to you by Westpac that enables you to conduct Contactless transactions.

Westpac PayTag Terms and Conditions – means the then current terms and conditions relating to the use of Westpac PayTag.

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

Westpac Airpoints terms and conditions.

This Airpoints section is part of the Westpac Airpoints Credit Card Conditions of Use.

Notwithstanding the effective date printed at the front of these Conditions of Use, this Airpoints section will be effective as from 1 May 2015, the date on which Westpac becomes an Airpoints programme partner of Air New Zealand.

If you have a Westpac Airpoints credit card, these Conditions of Use and the Air New Zealand Airpoints terms and conditions (which can be viewed at airnewzealand.co.nz/airpoints) apply. To the extent that there is any inconsistency, these Conditions of Use shall prevail.

Airpoints Programme.

The nominated earner must be a current member of the Airpoints programme and have advised Westpac of his/her Airpoints number to be eligible to earn Airpoints dollars and Status Points.

Airpoints dollars and, where relevant, Status Points can be earned on the Airpoints credit card account as from 1 May 2015. No Airpoints dollars or Status Points will be awarded for purchases made with an Airpoints credit card prior to this date.

The awarding and value of Airpoints dollars and Status Points will be determined by Westpac in its absolute discretion. Westpac does not guarantee that Airpoints dollars or Status Points will continue to be offered for its products or services provided. Westpac is not responsible for the provision of Airpoints dollars or Status Points 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.

You must notify us immediately if you cease, for any reason, to be a member of the Airpoints programme.

Earning Airpoints Dollars.

From 1 May 2015, the nominated earner can earn Airpoints Dollars every time the Airpoints credit card is used for eligible purchases or payments by the nominated earner, joint cardholders or additional cardholders. From 1 March 2021, the amount of eligible spend that can earn Airpoints Dollars will be capped at \$60,000 a month. The relevant month will be the statement period set out in the cardholder's monthly account statement. Any spend over \$60,000 on eligible purchases in each relevant month will not earn Airpoints Dollars. This cap does not apply to Airpoints Business Mastercard. 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 Airpoints dollar earn rates are subject to change without notice.

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 credit 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 purchases and Westpac is not obligated to award Airpoints dollars for such transactions:

- a. purchases of Airpoints dollars using Airpoints Advance facilities (if available as a benefit of your Airpoints credit card);
- b. fees or interest;
- c. balance transfers;
- d. credit card repayment insurance;
- e. tax payments;
- f. gambling chips or gambling transactions (including online gambling);
- g. cash advances or cash withdrawals made from ATMs or financial institutions (over the counter cash at a bank);
- h. money orders, travellers cheques and foreign currencies in cash;
- i. any transaction that is reversed, refunded or charged back or other adjustments;
- j. transactions on any nominated account(s) linked to your Airpoints credit card;

- k. transactions by means other than a Westpac Airpoints credit card, as a result of the failure of any machine or system, or strike beyond the control of Westpac;
- l. purchases made with an Airpoints credit card other than a Westpac Airpoints Business Mastercard for the purpose of business related expenditure;
- m. 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
- n. transactions made in any period during which the nominated earner's Airpoints credit card account is suspended by Westpac or at any time after it is cancelled or closed pursuant to the "Cancellation" clause below.

Airpoints dollars will accrue monthly and will be credited to your Airpoints account at the end of the Airpoints credit card account statement cycle. The Airpoints dollars earned will be shown on your Airpoints credit card account statement.

For general information about the Airpoints programme or your Airpoints account, including the amount of Airpoints dollars and Status Points 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.

Non-expiry of Airpoints Dollars.

The Airpoints dollars earned by a Westpac Airpoints Platinum Mastercard holder will not expire for so long as you remain the nominated earner for the Westpac Airpoints Platinum Mastercard account. This benefit will also apply to Airpoints dollars earned by you before becoming the nominated earner of a Westpac Airpoints Platinum Mastercard.

When you cease to be the nominated earner or your Airpoints credit card account is closed, the Airpoints dollars will expire in accordance with the Air New Zealand Airpoints terms and conditions. This may mean some or all of your accrued Airpoints dollars could expire immediately upon you ceasing to be the nominated earner or upon the closure of your Westpac Airpoints Platinum Mastercard account.

Airpoints Advance.

Nominated earners of a Westpac Airpoints Mastercard or a Westpac Airpoints Platinum Mastercard may use the Air New Zealand Airpoints Advance facility to overdraw their Airpoints account up to the specified limit for their particular card type as shown on **westpac.co.nz/airpoints** to redeem rewards.

If you hold more than one Airpoints credit card or other Airpoints financial product, you will be entitled only to the Airpoints Advance for the product with the highest Airpoints Advance limit.

The availability of the Airpoints Advance facility is subject to the Air New Zealand Airpoints terms and conditions.

Extended Reward Gifting.

Each year, subject to you setting up an Airpoints Gifting Register and gifting in accordance with the Air New Zealand Airpoints terms and conditions, nominated earners of an Airpoints credit card may gift rewards to the following people:

- to any person who resides in the same household and at the same address; and
- up to two people who reside outside the nominated earner's household.

The availability of the extended reward gifting is subject to the Air New Zealand Airpoints terms and conditions and is not cumulative with any other gifting rights under the Airpoints programme.

Status Points.

Nominated earners of a Westpac Airpoints Platinum Mastercard or a Westpac Airpoints Business Mastercard account are eligible to earn Status Points. To find out the New Zealand dollars purchase spend requirement for each Status Point please visit westpac.co.nz/airpoints

Status Points will not be earned on excluded transactions listed under the section "Earning Airpoints dollars" above.

From 1 March 2021, the amount of eligible spend that can earn Status Points will be capped at \$60,000 a month. The relevant month will be the statement period set out in the cardholder's monthly account statement. Any spend over \$60,000 on eligible purchases in each relevant month will not earn Status Points. This cap does not apply to Airpoints Business Mastercard.

Koru Joining Fee Waiver.

Where Air New Zealand accepts your application for Koru membership the Koru joining fee will be waived for principal, joint and additional cardholders of a Westpac Airpoints Platinum Mastercard or a Westpac Airpoints Business Mastercard. This fee will not be refunded if it has already been paid to Air New Zealand.

Koru Membership Discount.

The annual Koru individual membership fee will be reduced by \$145 for principal, joint and additional cardholders of a Westpac Airpoints Platinum Mastercard or a Westpac Airpoints Business Mastercard for as long as your Airpoints credit card account remains open. This fee will not be refunded if it has already been paid to Air New Zealand.

The availability of the above Koru related benefits is not cumulative and you will be entitled only to these benefits associated with one card or other Airpoints financial product. These benefits are subject to the Air New Zealand Airpoints terms and conditions and Koru terms and conditions (which can be viewed at airnewzealand.co.nz/koru).

Joint Cardholders and Additional Cardholders.

In addition to the provisions for joint and additional cardholders as set out in these Conditions of Use:

- Joint cardholders are bound by these Westpac Airpoints terms and conditions; and
- Additional cards are subject to these Westpac Airpoints terms and conditions.

Your information.

The Privacy section of these Conditions of Use applies to information we hold about you in connection with your Airpoints credit card account. In addition, we may use and disclose personal information about you (including information about transactions involving your Airpoints credit card account) 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 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 credit card account.

Westpac may also cancel, suspend or discontinue the earning of Airpoints dollars or any other Airpoints member benefits on your account, 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 your Airpoints credit card account is cancelled or closed, you will not earn Airpoints dollars or Status Points on purchases made since your most recent card account statement date. When you cancel your Airpoints credit card account, all cards and other payment instruments that are linked to it will also be blocked from accessing your account and cancelled.

Changes to Airpoints terms and conditions.

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

Disputes.

You are responsible for checking your statements to ensure their accuracy. A dispute in relation to the awarding of Airpoints dollars or other Airpoints member benefits must be notified to us in writing within 30 days of the Airpoints credit card statement 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 terms and conditions.

Defined terms in this section shall have the meaning given to them in the Definitions – Credit Card Conditions of Use section and the Air New Zealand Airpoints terms and conditions unless they are otherwise defined here.

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 credit card – means the Westpac Airpoints Mastercard, Westpac Airpoints Platinum Mastercard and Westpac Airpoints Business Mastercard issued to you or any other card holder on your account and includes, unless the context states otherwise, any joint/additional card(s) issued on the credit card account and associated payment instruments such as Westpac PayTag.

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, Status Point and other benefits available to you as an Airpoints credit cardholder 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.

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

nominated earner – means the Airpoints Member who is the account holder of the Airpoints credit card account and who has been nominated to receive Airpoints dollars earned from purchases on the Airpoints credit card 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 or Westpac PayTag, Westpac Masterpass) that is linked to and enables you to access your Airpoints credit card 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.

Status Points – means the points provided by Air New Zealand under the Airpoints programme which entitle members to attain and/or retain a particular ‘tier’ status with the Airpoints programme.

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



Mastercard is a registered trade mark and the circles design is a trade mark of Mastercard International Incorporated. Westpac New Zealand Limited.



**When in
New Zealand**

**If your card or other payment instrument is
lost or stolen**

- Immediately call Westpac on **0800 707 002**,
24 hours a day, seven days a week
- Immediately call us on **+64 9 914 8026**
(via International Operator), 24 hours a day,
seven days a week, or fax **+64 9 622 8063**

Alternatively, report the loss to any bank displaying
the Mastercard® acceptance mark.

**When
Overseas**

Worldwide emergency travel assistance

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

- Mastercard Global Service™ **+1 636 722 7111**
- Or visit any bank displaying the Mastercard
acceptance mark.

Mastercard is a registered trade mark and the circles design is a trade mark of
Mastercard International Incorporated.



fold

fold

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

