

Westpac Credit Card Conditions of Use.

Mastercard® cards.

As at 26 June 2021.

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



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Westpac Credit Card Conditions of Use.

Mastercard® cards.

These Conditions of Use apply to the: Westpac hotpoints Mastercard®, Low Rate Mastercard, Platinum Mastercard, Portfolio Gold Mastercard and BusinessPLUS Mastercard accounts. The Westpac Transaction and Service Fees brochure also applies.

As soon as you sign or use your Westpac 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 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**

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.

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.

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 or locker number 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 888 111**, 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, or
- 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 BusinessPLUS 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 don't 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);
- 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 the credit card company. 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.

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.

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 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 Transaction and Service 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 888 111**.

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 any Westpac branch, online at westpac.co.nz or call us on **0800 888 111**.

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
 - toll free within New Zealand: **0800 400 600**
 - from overseas: **+64 9 912 8000** (international toll charges apply)
- online at westpac.co.nz/feedback

We are 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 hotpoints Mastercard, Low Rate Mastercard, Platinum Mastercard, Portfolio Gold Mastercard, BusinessPLUS Mastercard accounts 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 hotpoints Mastercard, Low Rate Mastercard, Platinum Mastercard, Portfolio Gold Mastercard, BusinessPLUS Mastercard credit card 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 hotpoints Mastercard, Low Rate Mastercard, Platinum Mastercard, Portfolio Gold Mastercard, BusinessPLUS 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.

hotpoints® Terms & Conditions.

If you have a Westpac hotpoints credit card, these terms and conditions apply to you. Our Credit Card Conditions of Use for the applicable card shall prevail if they conflict with these terms and conditions.

For general enquiries about hotpoints, hotpoints balance enquiries and enquiries about these terms and conditions, please call 0800 861 862 (Monday to Friday, 8am to 6pm).

If you need to write to us, our address is Westpac, Private Bag 92503, Victoria Street West, Auckland 1142, New Zealand.

Earning hotpoints.

- You can earn hotpoints every time you, your joint cardholders or additional cardholders use the Westpac hotpoints credit card for eligible purchases or payments. From 1 March 2021, the amount of eligible spend that can earn hotpoints will be capped at \$60,000 a month. Any spend over \$60,000 on eligible purchases in each relevant month will not earn hotpoints. This cap does not apply to BusinessPLUS Mastercard.
- hotpoints earned on any day will be available once the purchase has cleared and shows in your transaction list.
- hotpoints are earned at the earn rate for your credit card type. Your hotpoints balance will be shown on your current account statement, which will be sent monthly to your last known address and/or available to download in Westpac One® online banking. You may obtain details of your accumulated hotpoints by logging in to Westpac One Online Banking or by phoning **0800 861 862**, weekdays between 8am and 6pm.
- hotpoints earned by you are valid for three years from the date of issue.
- You cannot earn hotpoints for the following:
 - > cash advances from your account,
 - > charges,
 - > interest charges,
 - > tax payments,
 - > gambling chips or gambling transactions (including online gambling),
 - > transactions that Westpac believes, at its sole discretion, are related to business expenditure (excluding transactions made on a BusinessPLUS Mastercard®),
 - > balances transferred from another credit card or account,
 - > transactions on any nominated account(s) linked to your credit card or account.
- Westpac is unable to provide hotpoints for transactions by means other than a credit card or any other payment instrument, as a result of the failure of any machine or system, or strike beyond the control of the bank.
- If you receive a refund, chargeback or reversal onto your hotpoints credit card (for example, when you return goods, cancel paid bookings, or when an incorrect charge or payment is reversed), the corresponding hotpoints for that amount will also be reversed.
- The value and rewarding of hotpoints will be determined by Westpac at its absolute discretion.

Redeeming your hotpoints.

- You may redeem your hotpoints for the range of rewards available or for hotpoints Pay[®]. There is a minimum number of hotpoints you must earn before you are eligible to redeem your hotpoints for any reward or for hotpoints Pay.
- Only principal or joint cardholders may redeem hotpoints. Other parties may redeem hotpoints only with the express written permission of the principal or joint cardholder.
- To redeem hotpoints rewards or use hotpoints Pay, your credit card account must not be in arrears, suspension or default.
- All rewards are subject to availability and may be withdrawn or substituted at any time.
- Once a reward has been issued, it cannot be returned and exchanged. However, a defective or damaged reward may be replaced or repaired as part of the supplier's warranty process.
- Gift card rewards are issued subject to any conditions that may be imposed by a redemption outlet. Any applicable conditions will be shown on the gift card. Gift cards, both physical and digital, are like cash – they cannot be replaced if lost, damaged or stolen.
- The number of hotpoints required to obtain any reward may be varied at any time by Westpac without prior notice.
- We will not be responsible for the quality or suitability of any goods or services provided by any redemption outlet through the redemption of any gift card. Any complaints you have with the redemption outlet must be resolved by you.
- Westpac will deduct the appropriate number of hotpoints from your hotpoints balance when you request a reward or use hotpoints Pay.
- All merchandise and gift card rewards will be dispatched to the address you provide during the redemption process. Physical gift cards will be dispatched within seven working days, digital gift cards (eCards) will be dispatched within 1 hour and merchandise will be dispatched within 15 working days. Merchandise and physical gift cards will only be delivered to addresses within New Zealand.
- If you do not receive a reward you have requested, you must notify us within three months for a replacement to be issued.
- Hotpoints earned by you are valid for three years from the date of issue. This means that if you want to redeem your hotpoints for a reward or use hotpoints Pay, you must do so within three years of the date of their issue. If either you or we cancel or close your Westpac hotpoints credit card account, all payment instrument(s) linked to your main credit card account will be blocked from further use and cancelled, and any unused hotpoints will be valid for 90 days from the date of cancellation, after which date any unused hotpoints become void. You will be able to obtain rewards during these 90 days, but you will not be able to use hotpoints Pay. Also remember that there is a minimum number of hotpoints you must earn before you are eligible to claim any reward. If, at the time of cancellation, you do not have enough hotpoints to claim any reward, they will expire 90 days from the date of cancellation.

- You cannot sell or convert your hotpoints into cash. They can only be redeemed for rewards or used for hotpoints Pay.
- If a redemption outlet will not accept a valid physical or digital gift card, please call us on **0800 861 862**, weekdays from 8am and 6pm.
- You may not cancel a reward redemption order for any reason, subject always to applicable law.

hotpoints Pay®.

- hotpoints can be redeemed for hotpoints Pay to cover qualifying purchases that Westpac deems to fall within the categories of purchases listed below, up to 90 days from the date of the qualifying purchase.
- There is a minimum number of hotpoints required to use hotpoints Pay to cover qualifying purchases. Westpac may vary the list of qualifying purchases or the minimum number of hotpoints required to use hotpoints Pay, without prior notice. For full details please call us on **0800 861 862**, weekdays between 8am and 6pm, or visit **hotpoints.co.nz**
- Qualifying purchases must be made with a Westpac hotpoints credit card or any other payment instrument linked to the hotpoints credit card account.
- hotpoints Pay can be used to pay for the following types of qualifying purchases:
 - > Food purchases including grocery stores, supermarkets, restaurants, cafes, bars and other food outlets
 - > Travel, including airlines, hotels, motels, travel agents, online booking sites
 - > Retail stores including clothing, furniture, furnishings and homewares, electronics, sporting goods, jewellery, automotive parts and accessories, department stores, beauty, hardware
 - > Petrol and service stations and other fuel dealers
 - > Other merchants where Mastercard is accepted
 - > Other expenditure at Westpac's discretion.
 - > You will not be able to use hotpoints Pay for gambling chips or gambling transactions (including online gambling), cash advances, interest charges, tax payments, or transactions on any nominated account(s) linked to your credit card or account, or any other payment that Westpac deems ineligible for hotpoints Pay.
- hotpoints Pay is available for online redemptions at hotpoints.co.nz once you have logged in via Westpac Online Banking, for purchases you have already made, up to 90 days from the purchase date. You can also redeem for hotpoints Pay by calling hotpoints on **0800 861 862**, Monday to Friday from 8am to 6pm.
- hotpoints Pay can only be used to cover purchases that we can, at our discretion, identify as being qualifying purchases. We may ascertain this by looking at your hotpoints credit card account. We may require additional proof of purchase in the form of an invoice or receipt or other document.
- Westpac may refuse any request for redemption if we are not satisfied that a qualifying purchase has been made.

- Once hotpoints have been redeemed via hotpoints Pay, they cannot be reversed. If you return a purchase that you paid for using hotpoints Pay, you will receive a refund in your hotpoints credit card account and the hotpoints you earned will be reversed. The hotpoints Pay redemption will not be reversed.
- hotpoints Pay redemptions do not count towards your minimum payment requirements on your credit card account. You are still required to comply with the monthly minimum payment obligations as provided in the Credit Card Conditions of Use

Important: Your Westpac Credit Card Conditions of Use apply. You will remain responsible for all credit card payments as they fall due.

Converting hotpoints into Westpac KiwiSaver Scheme contributions.

- You can only convert hotpoints and apply those as a contribution to a Westpac KiwiSaver Scheme account. You cannot apply hotpoints to any other KiwiSaver Scheme.
- hotpoints applied as a contribution to a Westpac KiwiSaver Scheme account will be invested in accordance with the investment election that applies to the applicable Westpac KiwiSaver Scheme account.
- There is a minimum amount of hotpoints required before you are able to convert them into a contribution to a Westpac KiwiSaver Scheme account which Westpac may vary without prior notice. For full details please call us or visit **hotpoints.co.nz**
- You can convert your hotpoints and apply those as a contribution to another person's Westpac KiwiSaver Scheme account. Please note that those contributing to another person's Westpac KiwiSaver Scheme account may face certain tax issues, including fringe benefit tax and/or gift duty. Any such tax issues are solely the contributor's responsibility and we recommend you consult your tax advisor before making any contribution to another person's Westpac KiwiSaver Scheme account. Westpac makes no representation about a contributor's tax liability as a result of them converting, and applying as a contribution, any hotpoints to another person's Westpac KiwiSaver Scheme account through this programme.
- Once hotpoints have been converted, the conversion cannot be reversed.
- Contributions to the Westpac KiwiSaver Scheme are subject to the terms of the Westpac KiwiSaver Scheme.
- Your hotpoints balance will reflect your conversion on the day you request the conversion.
- Where you request hotpoints to be converted and applied as a contribution to a Westpac KiwiSaver Scheme account that contribution will be made within 30 days.
- The Westpac KiwiSaver Scheme is governed by a trust deed dated 16 May 2016 (as may be amended, consolidated or replaced from time to time). Further details on the Westpac KiwiSaver Scheme are set out in the Product Disclosure Statement available from any Westpac Branch, online at **westpac.co.nz** or you can request a copy by calling **0508 WPAC KIWI (0508 972 254)**.

- BT Funds Management (NZ) Limited (BTNZ) is the scheme provider, and Westpac New Zealand Limited (WNZL) is the distributor of the Westpac KiwiSaver Scheme (Scheme). Investments made in the Scheme do not represent bank deposits or other liabilities of the Westpac Banking Corporation ABN 33 007 457 141, WNZL or other members of the Westpac Group, are subject to investment and other risks, including possible delays in payment of withdrawal amounts in some circumstances, and loss of investment value, including principal invested. None of BTNZ (as manager), any member of the Westpac group, The New Zealand Guardian Trust Company Limited (as supervisor), or any director or nominee of any of those entities, or any other person guarantees the Westpac KiwiSaver Scheme's performance, returns or repayment of capital.
- The information above is subject to changes to government policy and law, and changes to the Westpac KiwiSaver Scheme from time to time.

Points + Pay.

Points + Pay allows you to obtain rewards quicker by using a combination of hotpoints and paying on your credit card, or for some items by using just your credit card to pay for the reward in full.

- When you use your Westpac hotpoints credit card or other eligible payment instrument linked to your Westpac hotpoints credit card to pay for all or part of a selected reward, you'll also earn hotpoints at your standard earn rate for every dollar spent.
- If you use a Westpac credit card that is not a hotpoints credit card, you will not earn hotpoints on the pay portion.
- Points + Pay option is available only on selected rewards from time to time.
- Points + Pay is available for phone redemptions or online redemptions at **hotpoints.co.nz** once you have logged in via Westpac One® online banking.
- Once a reward has been issued, it cannot be returned and exchanged because you have changed your mind. However, a defective or damaged reward may be replaced or repaired under the supplier's warranty process.
- If you return a damaged or defective item you redeemed through Points + Pay, and it is unable to be replaced or repaired under warranty, or exchanged for another reward of equal value, the hotpoints earned for the original pay portion, including any bonus hotpoints, will be reversed. Any payment amount on your credit card will also be reversed.

Joint cardholders.

If you and a joint cardholder each hold a card on the same account, you are both bound by these terms and conditions. We will accept instructions relating to hotpoints from either joint cardholder.

Additional cards.

Additional cards on your account will be automatically enrolled in hotpoints. Additional cards on your account earn hotpoints but additional cardholders cannot redeem hotpoints for rewards or for hotpoints Pay.

Charges.

Charges are subject to change.

Cancellation.

You may cancel or close your Westpac hotpoints credit card account at any time by notifying us by telephone or mail. If your hotpoints credit card account is cancelled, your hotpoints membership will be automatically cancelled. Unless you have acted fraudulently, hotpoints earned by you can be redeemed within 90 days of cancellation, after which date any unused hotpoints will become void. Remember that there is a minimum number of hotpoints you must earn before you are eligible to claim any reward. At the time of cancellation, you can redeem your remaining hotpoints to claim any reward, or gift them to another hotpoints account holder. If you choose not to use any remaining hotpoints in this way, you agree to relinquish them and they will expire 90 days from the date of cancellation.

When you cancel your Westpac hotpoints credit card account, all cards and other payment instruments that are linked to it will be blocked from any further usage and cancelled.

If you fail to comply with these terms and conditions and/or our credit card conditions of use, operate your credit card fraudulently, or otherwise abuse the accumulation or redemption of points within the programme, we may cancel or freeze your Westpac hotpoints credit card account at any time without prior notice. If this occurs, you will not be eligible to redeem any hotpoints previously earned on your account while your account is frozen or after it is cancelled. Westpac Credit Card Conditions of Use apply.

Disputes.

If you dispute any matter relating to earning or redeeming hotpoints (including your hotpoints balance) please notify us in writing within three months of the date of your credit card statement to which the dispute relates. Please give us full details of your dispute and attach (where appropriate) any supporting documentation. We will investigate the matter and advise you of the outcome of the investigation within 30 days of receiving your complaint. Should the investigation not be completed within 30 days you will be advised of the likely delay and the reason for that delay. Where it is established that an error did occur (regardless of whether it was to do with the original dispute) it will be corrected, and you will be advised of any appropriate adjustments which will be made to your hotpoints balance. If you dispute the quality or suitability of any goods or services provided by any redemption outlet through the redemption of any reward voucher, you must resolve your complaint directly with the redemption outlet.

Variation of hotpoints terms & conditions.

We reserve the right to vary these terms and conditions at any time in accordance with the variation section in the Credit Card Conditions of Use.

Termination of hotpoints.

Westpac may discontinue hotpoints at any time without prior notice. If this happens you will have three months in which to redeem any unused hotpoints for rewards. If hotpoints is terminated, any unused hotpoints will not be exchanged for cash.

Definitions - hotpoints Terms and Conditions.

account - means your Westpac credit card account.

card - means an eligible Westpac hotpoints Mastercard®, or any other scheme or branded credit card notified by us from time to time and includes, unless the context states otherwise, any joint/additional card(s) issued on an eligible credit card account.

cardholder - means the person we issue with a card or other scheme or branded credit card, if any. This includes, unless the context states otherwise, joint cardholders, additional cardholders and the principal cardholder.

Credit Card Conditions of Use - means the conditions of use, as amended from time to time, applying to the use of your Westpac credit card.

hotpoints - means, depending on the context:

- the scheme owned and operated by Westpac through which participants are rewarded for the use of their credit card(s) in accordance with these terms and conditions, or
- points accrued by a hotpoints account holder through the use of your Westpac credit card in accordance with these terms and conditions.

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

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

redemption outlet - means an organisation named in any hotpoints communication where, subject to any applicable conditions, reward vouchers may be redeemed for goods or services.

reward - means reward vouchers and reward items as advised from time to time in hotpoints communications, which are obtained by redeeming hotpoints. Vouchers may be exchanged for full or part payment of purchases made at redemption outlets. Each voucher can be used only at the redemption outlet specified on the voucher.

travel provider - means any travel service provider named on the hotpoints website or any hotpoints communication.

we, us, our, bank or **Westpac** - means Westpac New Zealand Limited and its successors and assigns.

you or **your** - means the participant in hotpoints. This includes unless the context states otherwise, joint cardholders, additional cardholders, and the principal cardholder.

hotpoints® and hotpoints Pay® are registered trademarks of Westpac Banking Corporation. Mastercard is a registered trademark and the circles design is a trademark of Mastercard International Incorporated.

**When in
New Zealand.**

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

- Immediately call Westpac on **0800 888 111**, 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 New Zealand 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.



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Westpac New Zealand Limited.

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

