

# WESTPAC GROUP GARMIN PAY™

Terms & Conditions.



Effective date: 14 April 2023



# We're here to help

☎ 132 032

🌐 [westpac.com.au](https://westpac.com.au)

✉ [westpaccustomersolutions@westpac.com.au](mailto:westpaccustomersolutions@westpac.com.au)

🏠 GPO Box 3433, Sydney NSW 2001

📍 Visit us in branch

## Accessibility support.

At any time, you can inform us how you would prefer to be contacted. If you are deaf and/or find it hard hearing or speaking with people who use a phone, you can reach us through the National Relay Service (NRS). To use the NRS, you can register by scanning the QR Code or visiting [infrastructure.gov.au/national-relay-service](https://infrastructure.gov.au/national-relay-service)



Visit [westpac.com.au/web-accessibility](https://westpac.com.au/web-accessibility) for further information on our accessible products and services for people with disability.

"QR Code" is a registered trademark of Denso Wave Incorporated.

## **These terms and conditions apply to the use of Garmin Pay with your Westpac Card.**

By adding your eligible Card to Garmin Pay you agree to these conditions. You will also need to agree to Garmin's terms and conditions. For a list of eligible Cards and devices, please refer to the Garmin Pay FAQs at [westpac.com.au/mobile-wallets](https://westpac.com.au/mobile-wallets)

These conditions apply in addition to the Westpac Privacy statement which is available at [westpac.com.au/privacy/privacy-statement](https://westpac.com.au/privacy/privacy-statement) and to your product terms which can be accessed by contacting us.

You should read this document with your Product Terms. Where inconsistent with the Product Terms, these terms and conditions apply in respect of your use of Garmin Pay. The Product Terms apply to both your Card and the Device Account Number as they are linked to the same account. There are certain terms and conditions that can only apply to the Card, such as use of a Card at an ATM or obtaining cash advances.

We warrant that we will comply with the ePayments Code.

## **1. Verification and Authorisation**

For your security Westpac requires you to be verified when adding a Card to Garmin Pay. We may use the Scheme Provider to verify you on our behalf. To find out how you can be verified refer to the Garmin Pay FAQs at [westpac.com.au/mobile-wallets](https://westpac.com.au/mobile-wallets)

To set up Garmin Pay, you must download the Garmin app on your Mobile Device and then use the app to ensure your Garmin Device is paired with your Mobile Device. Your Mobile Device must be connected to the internet to do this.

You will be required to enter your Garmin PIN regularly. You must enter a PIN on your Garmin Device:

- Before you make a payment using Garmin Pay for the first time;
- Every 24 hours; and
- When you remove the Garmin Device and then place it back on your wrist.

You can add or remove a Westpac Card from Garmin Pay using your Garmin Wallet. Instructions on how to use your Garmin Wallet can be found in the Garmin Pay FAQs at [westpac.com.au/mobile-wallets](https://westpac.com.au/mobile-wallets)

## **2. Using your Card with Garmin Pay**

Once your Card has been added to Garmin Pay, you can use Garmin Pay on your Garmin Device to authorise transactions on your account. You can do this by opening the wallet on your Garmin device and placing and holding the Garmin Device on a contactless payment terminal in person while wearing the device.

You must have your Westpac Card selected as the default card within Garmin Pay to use that card for the transaction. You may be required to authorise a transaction by entering your Card PIN.

All Garmin Pay Payments on a debit Card will be processed against the primary account linked to the Card. This can be changed in Online Banking, in branch or by calling 132 032. For a credit card all Garmin Pay Payments will be processed against the Card Account.

## **3. Device Account Number in Garmin Pay**

In order to process Garmin Pay Payments, you will be issued with a Device Account Number. This identifies your Card for the purposes of using Garmin Pay. The receipt provided by the merchant will contain a partially masked Device Account Number rather than your Card number. Each time you add your eligible Card to Garmin Pay the Scheme Provider will create a new Device Account Number.

Garmin Pay requests a token from the Scheme Provider to authorise transactions using your Device Account Number.

## 4. Fees, charges and transaction limits

The Product Terms describe the fees and charges which apply to each relevant Card. We do not charge you any additional fees for adding or using a Card with Garmin. You are responsible for all third party charges associated with the use of Garmin Pay (such as mobile data charges).

Payments made using Garmin Pay count towards your daily transaction limit for your Card applies to Garmin Pay. If you have exceeded your transaction limit, you will not be able to use Garmin Pay for that day.

## 5. Garmin Pay provided by Garmin

Garmin Pay and Garmin Devices are provided by Garmin and its service provider FitPay™ and not by Westpac. Mobile Devices are also not provided by Westpac.

Our obligation to you in respect of Garmin Pay is limited to supplying information to Garmin to allow the use of a Card through Garmin Pay.

We are not otherwise liable for the use, functionality or availability of Garmin Pay, any Garmin Device, Mobile Device, the availability of contactless terminals or a reduced level of service caused by the failure of third party communications and network providers (subject to the ePayments Code).

## 6. Your information

You agree that:

- Garmin and Garmin's service providers (such as FitPay) can provide us with certain information including your personal information, Garmin Device details, and account information; and
- we can provide Garmin and its service providers (such as FitPay) with certain information (including your personal information) to allow Garmin and its service providers to operate Garmin Pay, to detect and address fraud, to improve and promote Garmin Pay, to comply with applicable laws and respond to regulatory or government inquiries. Garmin and its service provider may store this information outside Australia.

If you do not agree to your information being disclosed or used in this manner you should not add your Card to Garmin Pay.

## 7. Protection and liability and unauthorised Garmin Pay Payments

You must keep your Garmin Device, Garmin PIN, Mobile Device and security credentials safe and secure at all times, in the same way you would your Card and PIN. The provisions of your Product Terms which apply to unauthorised payments apply in the same way for any unauthorised Garmin Pay Payments.

The requirements about protecting your Card and PIN in your Card's Product Terms also apply to your Garmin Device, Mobile Device and Garmin PIN. In particular, you must not:

- Leave your Garmin Device or Mobile Device unattended;
- Choose a Garmin PIN which represents your date of birth;
- Choose a Garmin PIN which is made up of sequential numbers (for example, 1234) or is otherwise easy to guess;
- Voluntarily disclose your Garmin PIN to anyone, including a family member or friend;
- write or record your Garmin PIN on your Garmin Device or Mobile Device or keep a record of your Garmin PIN on anything carried with a Garmin Device or Mobile Device, or anything that is liable to loss or theft simultaneously with your Garmin Device or Mobile Device, unless you make a reasonable attempt to protect the security of the Garmin PIN; or
- Act with extreme carelessness in failing to protect the security of your Garmin PIN.

In addition, you must:

- Keep your Garmin Device and Mobile Device safe and secure, including locking the Mobile Device when not in use;
- Remove any Cards from your Garmin Device or Mobile Device before disposing of them; and
- Take all necessary steps to prevent the unauthorised use of the Garmin Device, Mobile Device or Garmin Pay.

If you do not follow these requirements, you may be held liable for any unauthorised transactions.

You must not share your Garmin Device or Mobile Device security credentials. You must not allow another person to register their biometric identifier (e.g. a fingerprint or retinal scan), as that person will be able to make changes to your Garmin Wallet, which will affect your use of Garmin Pay.

## **8. Lost or stolen Garmin Device and liability**

If your Garmin Device is lost or stolen you should immediately remove your Card(s) from your Garmin Wallet using the Garmin app on your device. Refer to the Garmin Pay FAQs for how you can do this. This will mean that you can continue to use your Card(s) to make purchases.

If you are unable to remove your Card(s) from your Garmin Device you should place a hold on or cancel your Card which will include your Device Account Number. You can do this on Westpac Live, or by calling 1300 130 961. This will mean that you will not be able to make any transactions on your Card account until you remove the hold or receive your replacement Card.

We will not be liable for any loss arising from your use of Garmin Pay to the extent the loss was caused by your fraud; your use of Garmin Pay or the Garmin Device in a manner not permitted by us or Garmin, (subject to your rights under the ePayments Code) a reduced level of service caused by matters beyond our reasonable control e.g. those caused by third party software and network providers.

## **9. Suspension or termination**

We may suspend your account to which your Garmin Pay is linked without notice at any time where:

- We are satisfied unauthorised transactions have occurred
- We are satisfied that Garmin Pay is being misused
- It is necessary to restore the security of a system, any individual Card or account
- If required by a regulatory or government body
- We are satisfied fraud has or may occurred
- Your Card is cancelled, blocked or suspended
- We are satisfied it is necessary to prevent you or us suffering loss.

We will give you notice in accordance with your Product Terms if your Card is no longer eligible for Garmin Pay.

## **10. Changes to these conditions and communication**

We may change these conditions at any time and will notify you in accordance with the Product Terms. Due to the nature of Garmin Pay you agree to us communicating with you electronically in relation to your use of Garmin Pay and these conditions.

# 11. Definitions

“**Card**”, “**contactless terminal**”, “**contactless transaction**”, “**we**”, “**us**”, “**our**”, “**Westpac**”, “**you**” and “**your**” has the same meaning as set out in your Card’s Product Terms.

“**Device Account Number**” means the number created by the Scheme Provider and stored on your Garmin Device. This number represents your Card number and is used by Garmin Pay to process Garmin Pay Payments.

“**FitPay**” is a trademark of and means FitPay Inc and includes its related bodies corporate and affiliates.

“**Garmin**” is a trademark of and means Garmin Inc and includes its related bodies corporate and affiliates.

“**Garmin Device**” is a wearable Garmin device that contains near field communication technology and which Westpac determines is eligible for the registration of Westpac Cards to be used in Garmin Pay.

“**Garmin Pay**” means the mobile payment and digital wallet service provided by Garmin that lets you make Garmin Pay Payments.

“**Garmin Wallet**” means the digital wallet within the Garmin app on your mobile device. You add or remove your Westpac Card(s) using the ‘Wallet’ tile on the Garmin app.

“**Garmin Pay Payment**” means a contactless transaction by holding your Garmin Device to a contactless terminal until the transaction is completed and eCommerce transactions including, but not limited to, using merchants’ mobile sites, mobile applications and websites by selecting Garmin Pay as your payment method and any other payments allowed by Garmin. This also includes refunds processed using Garmin Pay.

“**Mobile Device**” means a device such as a smartphone or tablet which is used to register Westpac Cards for use with Garmin Pay and on which the digital wallet functionality of Garmin Pay is registered.

“**PIN**” means personal identification number.

“**Product Terms**” means the account terms and conditions which apply to your eligible Card.

“**Scheme Provider**” means Mastercard or Visa Worldwide Pte. Ltd.



*Westpac acknowledges the traditional owners as the custodians of this land, recognising their connection to land, waters and community. We pay our respect to Australia's First Peoples, and to their Elders, past, present and future.*

© Westpac Banking Corporation ABN 33 007 457 141 AFSL and Australian credit licence 233714. WBCGARPTC001 0423