

# Westpac MasterCard® Gift Card

## Conditions of Use

Effective: 19 July 2010

This Conditions of Use sets out the terms and conditions for your Westpac MasterCard Gift Card. It's important you read this document carefully.

Find your current card value, transaction details and general information online at: [www.westpac.com.au/giftcard](http://www.westpac.com.au/giftcard)

Alternatively, you can contact the Gift Card Call Centre (this service is managed by an external company, Fidelity National Information Services) on:

### Within Australia

Call 1800 204 965,  
24 hours, 7 days a week

### From overseas

Ring the operator in your current locality and book a reverse charge call to Australia.

Call +61 2 9293 9292,  
24 hours, 7 days a week.

## 1. These Conditions of Use

### 1.1 Introduction

- These Conditions of Use govern the use and operation of your card.
- These Conditions of Use apply to all transactions involving the use of your card or card details.
- If you do not understand something in these Conditions of Use, please talk to our staff. They will be happy to help you.

### 1.2. When the Conditions of Use take effect

If you are a purchaser then your purchase of the card will be taken as your agreement to comply with these Conditions of Use. Otherwise, your first use of the card will be taken as your agreement to comply with these Conditions of Use.

### 1.3. Code of Banking Practice

- Each relevant provision of the Code of Banking Practice applies to your card.
- The general descriptive information referred to in clauses 13.1 and 13.2 of the Code of Banking Practice can be obtained by visiting a Westpac branch or calling Westpac on 132 032. This includes information about our obligations regarding the confidentiality of your information, complaint handling procedures and the advisability of you reading the terms and conditions applying to banking services you may have with us.

## 2. Definitions

In these Conditions of Use:

- "Bank", "Westpac", "our", "we" or "us" means Westpac Banking Corporation (ABN 33 007 457 141).
- "Card", "Gift Card", "Westpac Gift Card", "Westpac MasterCard Gift Card" means a Westpac prepaid debit card bearing the MasterCard logo.
- "Card Value" means at any time the amount of value loaded onto a card which is still available at that time to be spent in accordance with these Conditions of Use.
- "Merchant" means a provider of goods or services who accepts payment by card.
- "Purchaser" means a person who purchases a card from Westpac.
- "unauthorised transaction" means any transaction made without your knowledge or consent.
- "you" means a person who uses a card that has been purchased from Westpac. This may be a Purchaser or a person who has received a card as a gift.

## 3. Purchasing the card

### 3.1 Where can cards be purchased?

Cards can be purchased from any Westpac branch or in-store location.

### 3.2. Minimum and maximum card value

A minimum of \$15 and a maximum of \$800 can be loaded onto a card at the time of purchase.

### 3.3 Giving a card to another person

If the purchaser gives a card to another person, the purchaser must ensure that person is also given these Conditions of Use.

## 4. Using the card

### 4.1 When can you use your card?

- You must sign your card in the signature panel on the back of the card immediately on receiving it and before using it.
- Your card is only valid until the expiry date shown on the card.
- You must destroy any card that is no longer valid by immediately cutting it into several pieces and disposing of it securely.

### 4.2. Where can you use your card?

- You can use your card in Australia and most overseas countries,
- You can use your card at most merchants who processes MasterCard transactions electronically. You can also use your card for mail order, telephone order or through the internet, depending on a merchant's policy. However, you cannot use your card for purchases at the following:
  - merchants who sell gambling/gaming products or services;
  - automated fuel dispensers;
  - merchants who only offer manual transaction processing facilities
- You do not need to use the whole card value in one transaction. Subject to these Conditions of Use, you can make multiple purchases before the card's expiry date, provided the total amount of all purchases does not exceed the initial card value.
- The card value cannot be redeemed for cash. This means, for example, you cannot use the card to withdraw cash from an automatic teller machine, at a merchant's EFTPOS terminal or at a Westpac branch. If you make a purchase for less than the full card value you cannot take the difference between the amount of the purchase and the card value in cash.
- If you use your card outside Australia, Australian exchange control requirements may apply. Details of requirements, if any, may be obtained from our branches.

### 4.3 Foreign currency transactions

- Amounts deducted from the card value for purchases made in a foreign currency include the following two components:
  - the foreign currency transaction amount, converted into Australian dollars by MasterCard Worldwide (MasterCard); and
  - any fee that may be charged by Westpac on foreign transactions. Details of these fees are set out in clause 6.1 of these Conditions of Use.
- Transactions processed in foreign currencies will be converted into Australian dollars before they are deducted from the card value. In most cases, the rate applied to the refund of purchase transactions will differ from the original rate applied to the purchase. The method of conversion is as follows:  
MasterCard processes purchases, any other charges incurred and refunds made in foreign currencies, and converts these transactions into Australian dollars.

Transactions are made in foreign currencies other than United

States dollars are converted into United States dollars before being converted into Australian dollars. The exchange rate used for the conversion is either a government mandated exchange rate or a wholesale exchange rate, selected by MasterCard for the applicable currency on the day the transaction is processed. That rate may differ from the rate applicable to the date the transaction occurred, or the date when the transaction is deducted from the Card Value.

*Note: Exchange rates quoted by Westpac in Australia are not used to convert foreign currency transactions to the Australian dollar equivalent.*

### 4.4. Purpose of use

You must not use your card for any unlawful purpose, including the purchase of goods or services prohibited by the laws of Australia and/or the laws of the location where the card is used or where the goods or services are provided.

### 4.5. Card acceptance

- We are not responsible if a merchant refuses to accept a card. Subject to any applicable law, we are not responsible for goods or services supplied to you. If you have a complaint or concern about goods or services purchased with your card, you must resolve this directly with the merchant.
- Card promotional material displayed on any premises is not a warranty by us or by merchants carrying on business there that all goods and services available at those premises may be purchased with your card.
- These Conditions of Use contain the entire agreement for the card. Where your card is being used to purchase goods or services from a merchant, you should disregard any representation, warranty or statement which may be made in connection with the Conditions of Use by the merchant, its employees, agents or contractors.

### 4.6 Do transactions have to be authorised?

- Transactions using the card need to be authorised by us before they can proceed. Prior to any transaction being completed, the merchant or other person involved in the transaction will obtain an authorisation for the transaction. We will not authorise a transaction if the card value is less than the amount of the transaction.
- We reserve the right to decline authorisation for any transaction using the card.
- Once an authorisation is obtained, it will reduce the card value. If the purchase or other transaction is not completed, the card value may continue to be reduced for up to seven bank business days after the authorisation is obtained.

### 4.7. Transaction information

To facilitate the processing of card transactions, information relating to your card details and transaction details may be processed by MasterCard Worldwide in countries other than Australia. By using your card, you agree that information regarding the transaction may be processed outside Australia.

#### 4.8 Anti-Money Laundering and Counter-Terrorism Financing Obligations

Please be advised that in order for us to meet our regulatory and compliance obligations we will be increasing the levels of control and monitoring we perform.

You should be aware that:

- transactions may be delayed, blocked, frozen or refused where we have reasonable grounds to believe that they breach Australian law or sanctions (or the law or sanctions of any other country). Where transactions are delayed, blocked frozen or refused Westpac and its correspondents are not liable for any loss you suffer (including consequential loss) howsoever caused in connection with your MasterCard Gift Card;
- we may from time to time require additional information from you to assist us in the above compliance process; and
- where legally obliged to do so, we will disclose the information gathered to regulatory and/or law enforcement agencies, other banks, other members of the Westpac Group, service providers or to other third parties.

You provide Westpac the following undertakings and indemnify Westpac against any potential losses arising from any breach by you of such undertakings:

- (a) you will not initiate, engage in or effect a transaction that may be in breach of Australian law or sanctions (or the law or sanctions of any other country); and
- (b) the underlying activity for which your MasterCard Gift Card is being provided does not breach any Australian law or sanctions (or the law or sanctions of any other country)

#### 4.9 Damaged cards.

Cards damaged within Australia can be replaced at a Westpac branch. Your replacement card will be loaded with the remaining card value. Damaged cards cannot be replaced while you are overseas.

### 5. The card value

#### 5.1 Amounts that are deducted from the card value

The following amounts will be deducted from the card value:

- (a) the amount for goods and services bought directly from a merchant or by mail order, telephone order or through the internet using the card or card details; and
- (b) the fees and charges in accordance with clause 6.

#### 5.2 How much can you spend?

Your card can only be used to make purchases up to the card value at the time of the purchase. If a purchase is in a currency other than Australian dollars, then any foreign currency transaction fees referred to in clause 4.3(a) will be taken into account in determining whether the purchase is within the card value. If you want to use your card to make a purchase for an amount that exceeds the card value you must pay for the excess using another method of payment.

#### 5.3 Can the card be reloaded?

Once your card has been purchased and loaded with value, further value cannot be loaded onto it.

#### 5.4. What happens to the remaining card value after the expiry date?

After the expiry date shown on your card, which will be at least 12 months after the card is issued, any remaining card value will be forfeited.

#### 5.5 How do you know the current card value?

- (a) View details of the current card value and your transactions online at [www.westpac.com.au/giftcard](http://www.westpac.com.au/giftcard). Alternatively you can call the Gift Card Call Centre on 1800 204 965 from within Australia or +61 2 9293 9292 from overseas. Please note this service is provided by an external company, Fidelity National Information Services, and accessing this service may incur a fee as detailed in clause 6.1.
- (b) Amounts shown online or provided by phone will be expressed in Australian currency.
- (c) You should keep all vouchers and transaction records given to you by merchants to help you check the details shown online or provided by phone.

#### 5.6 If you think there is a mistake

- (a) You should ensure that the transaction amount is correct before you sign sales vouchers or transaction records given to you by merchants. By signing a sales voucher or transaction record you indicate your agreement that the transaction amount is correct. You also agree that the amount shown on any sales voucher or transaction record is sufficient evidence of the cash price of the goods or services to which that voucher or transaction record relates.
- (b) You should check the transactions shown online or provided by phone carefully. If you wish to dispute an amount deducted from your Westpac MasterCard® Gift Card, please complete the Disputed Transactions Form (PDF 49kb), which is available from [www.westpac.com.au/giftcard](http://www.westpac.com.au/giftcard) or from a branch, and post the original signed copy to:

Westpac MasterCard Gift Card  
GPO Box 3433  
Sydney NSW 2001

Please note that this service is provided by an external company, Fidelity National Information Services.

If you do not dispute an amount within 90 days from the date of the transaction, our ability to obtain a refund (if applicable) may be restricted under the MasterCard scheme rules.

Please read clause 7.2 to obtain details of your liability where unauthorised transactions are made using the Card.

### 6. The charges

#### 6.1 Fees and charges

- (a) Subject to all applicable laws, we may deduct from the card value any fees or charges, including the foreign currency transaction fees referred to in clause 4.3(a). The fees and charges are variable in accordance with clause 9.
- (b) Information on fees and charges currently applying to your card is available online.
- (c) The fees applicable to the card are as follows:
  - In addition to paying for the initial card value, the purchaser must pay a fee of \$4.95 (including GST) at the time of purchase at a branch.
  - A Foreign Exchange Fee of 1% of the Australian dollar transaction amount is payable where a transaction is

made in any currency (including Australian dollars) and the merchant or financial institution accepting the card is located outside of Australia. This will include online transactions performed in Australia in Australian dollars where the merchant is located outside of Australia and will also include transactions performed overseas in Australian dollars. The fee will appear on your transaction history as a separate amount to the Australian dollar transaction amount.

- A fee of \$1 (including GST) for calling the Gift Card Call Centre by dialling 1800 204 965 in Australia or +61 2 9293 9292 whilst overseas to use the automated phone service. This fee will not apply if you only obtain the current card value.
- A fee of \$3.50 (including GST), in addition to the \$1 fee above, for calling the Gift Card Call Centre by dialling 1800 204 965 in Australia or +61 2 9293 9292 whilst overseas to speak to an operator.

#### 6.2. Government charges

Subject to any applicable law, we may deduct from the card value any government duties, taxes, rates or charges now or in the future charged upon or in relation to the use of your card or transactions deducted from the card value, whether or not you are primarily liable for such duties, taxes, rates or charges.

### 7. Liability

#### 7.1. Lost or stolen cards

You must treat your card like cash. Lost or stolen cards will not be replaced and the card value on lost or stolen cards will not be refunded.

#### 7.2. Unauthorised transactions

You are responsible for the use and safety of your card. Therefore, you are responsible for all transactions on your card, including unauthorised transactions, except to the extent there has been fraudulent or negligent conduct by any of our employees, agents or service providers.

#### 7.3. Protecting your card

To protect your card, you should:

- (a) sign it as soon as you receive it;
- (b) carry it with you whenever you can;
- (c) regularly check that you still have your card; and
- (d) not allow anyone else to use a card you have signed.

### 8. Investigating and resolving problems

- (a) If you have a problem or complaint, we aim to resolve it at your first point of contact with us. If we cannot do so, we will escalate it to our National Customer Relations Unit. You can also contact our National Customer Relations Unit:

**Email: Go to our website, [www.westpac.com.au](http://www.westpac.com.au) and click on 'Contact us' and then click 'Complaints and Compliments'**

Phone: 1300 130 206  
Fax: (02) 8253 3707  
Mail: NCRU, GPO Box 5265, Sydney NSW 2001.
- (b) If you feel we did not act fairly in the way we handled your complaint or in the way we resolved your complaint, you can ask the Customer Advocate to review the matter for you. The Customer Advocate's role is to act as independently as possible to make sure that Westpac has treated you fairly.

You can contact our Customer Advocate on:

Phone: 1300 301 977

Mail: Customer Advocate, GPO Box 5265,  
Sydney NSW 2001

- (c) If we haven't been able to deal with your issues to your satisfaction, there are a number of other bodies you can go to. One of these is the Financial Ombudsman Service (FOS). The FOS deals with complaints about banks and their related companies. Their contact details are:

Mail: Financial Ombudsman Service,  
GPO Box 3, Melbourne VIC 3001

Phone: 1300 780 808

Fax: (03) 9613 7345

Internet: [www.fos.org.au](http://www.fos.org.au)

### 9. Changes to these Conditions of Use

We may change these Conditions of Use at any time. You will not receive personal notice of such changes because you are using the Card anonymously. However, changes will be notified through an advertisement in a major newspaper no later than the day on which the change takes effect. The current version of these Conditions of Use will be available at [www.westpac.com.au/giftcard](http://www.westpac.com.au/giftcard) or from a Westpac branch.

### 10. Other

#### 10.1. Privacy

We do not collect any personal information about Purchasers and you can transact anonymously using your Card. However, if you raise a dispute regarding a transaction, we or our service providers, including Fidelity National Information Services, will collect certain personal information. That information will be used for the purpose of resolving your disputed transaction. It may be disclosed to our contractors and other service providers, who may be outside Australia. You can access any personal information that may be collected in these instances by calling the Gift Card Call Centre on 1800 204 965 in Australia or +61 2 9293 9292 when overseas. Please note that fees for calling the Gift Card Call Centre may apply as set out in clause 6.1 of these Conditions of Use.

#### 10.2. Exercising our rights

If we fail to exercise or delay in exercising any of our rights under these Conditions of Use, that failure or delay does not constitute a waiver of our rights. We may exercise our rights under these Conditions of Use at any time, despite any previous failure or delay on our part.

#### 10.3. Governing law

These Conditions of Use are governed by the laws of New South Wales.

#### 10.4. Non-assignment

- (a) Once a Card has been signed neither it, nor the contract between you and the Bank created under clause 1.2, is transferable by you. The Card may only be used by the person who has signed it.
- (b) The Bank may transfer this contract to someone else. If the Bank wants to do so it can give anyone all information that privacy laws allow it to give. If the Bank transfers this contract, the contract will apply to the transferee as if it were the Bank.