

Regional seniors travel card

Product Disclosure
Statement.



Effective as at: 12 January 2022.



General information

This document is dated 12 January 2022 and contains important information about the Regional seniors travel card (**Card**), including significant features, benefits and risks, and your rights and obligations involving the use of the Card.

It is to be read alongside the Regional seniors travel card Terms and Conditions (**Terms and Conditions**) which are maintained by Transport for NSW (**TfNSW**) and are incorporated by reference into this PDS. You can obtain a copy of the Terms and Conditions from us using our details below or from service.nsw.gov.au/RSTCterms free of charge.

This PDS is issued by Westpac Banking Corporation, ABN 33 007 457 141, Australian Financial Services Licence and Australian credit licence 233714 (**Westpac, we, us or our**).

The document has been prepared without taking account of your objectives, financial situation or needs. Because of this, you should, before acting on this information, consider its appropriateness, having regard to your objectives, financial situation and needs.

Capitalised words have the meaning given to them in paragraph 1 on page 6.

If you have received this Product Disclosure Statement (PDS) electronically, we will give you a paper copy on request, without charge. To obtain a copy, please contact us using our details below or visit your nearest Service NSW (**SNSW**) Service Centre (see service.nsw.gov.au/service-centre).

It is important that you speak to us if you have any questions.

Card Services.

Card Services is available 24 hours a day, seven days per week:



nswregionalseniors.cards



1800 569 070

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1. Definitions

The following words have these meanings when used in this PDS:

Activation Period means the 45-day period following the date we send you your Card.

Authorised Transport Expenses means:

- pre-booked New South Wales TrainLink train and coach services;
- taxi services;
- fuel; and
- any other transport related goods or services specified in the Terms and Conditions.

Business Day means a day that is not a Saturday, Sunday, or a national public holiday in Australia.

Card means your Regional seniors travel card.

Card Balance means the available funds on the Card.

Contactless Card means a Card issued for applications received on or after 17 January 2022 (including replacement Cards issued for such Cards) which has the following symbol on the Card:



Contactless Terminal means an Electronic Banking Terminal which can be used to make a Contactless Transaction.

Contactless Transaction means a transaction made by holding a Contactless Card in front of a Contactless Terminal (and without having to insert or swipe the Card).

Electronic Banking Terminal means any authorised terminal or device in which you can use your Card or your Card and PIN. This includes:

- ATMs;
- POS terminals where Visa is accepted;
- for Contactless Cards only, Contactless Terminals; and
- any other authorised terminal or device connected to Westpac's electronic banking system from time to time.

Electronic Equipment includes Electronic Banking Terminals, computers, televisions and telephones.

Electronic Transaction means payment transactions that are initiated on your Card using Electronic Equipment and not intended to be authenticated by comparing a manual signature with a specimen signature.

Eligible Person means a person who may be issued a Card under the eligibility rules set out in the Terms and Conditions.

Expiry Date means the expiry date shown on the face of the Card.

Merchant means a retailer or service provider that accepts the Card as payment.

NSW means New South Wales.

PDS means this product disclosure statement.

PIN means the personal identification number which has been selected by you, or which has been allocated to you by us, for use with your Card in any Electronic Banking Terminal.

POS means point of sale.

SNSW means Service NSW.

Terms and Conditions means the regional seniors travel card Terms and Conditions published at service.nsw.gov.au/RSTCterms.

TfNSW means Transport for NSW.

Unauthorised Transaction means any transaction made without your knowledge or consent.

Westpac, our, we or **us** means Westpac Banking Corporation ABN 33 007 457 141 Australian Financial Services Licence and Australian credit licence 233714.

Westpac Group means Westpac and its related bodies corporate.

You and **your** means the person who has been issued with a Card and whose name appears on the face of that Card.

2. Introduction

2.1 About the Card.

The Card is a community transport initiative, approved by the Minister for Regional Roads and administered by TfNSW.

The Card is issued by Westpac as a Visa card, preloaded with \$250, and can be used by eligible seniors in rural and regional areas of NSW for Authorised Transport Expenses.

2.2 Responsibilities.

Westpac is a member of the Visa scheme, and is responsible for issuing and settling transactions made with the Card.

TfNSW runs the Card program and sets the terms and conditions of the Card. SNSW provides the services necessary to issue the Card, including coordinating the application process. The NSW Government has oversight of the Card program through TfNSW and SNSW.

2.3 How do you get a Card?

If you are an Eligible Person, you can apply for a Card:

- by calling 13 77 88;
- on the SNSW website service.nsw.gov.au; or
- at your nearest SNSW Service Centre (see service.nsw.gov.au/service-centre).

When applying in person, you (or your authorised representative acting on your behalf) will need to show:

- identification (e.g. your driver licence or passport);
- your Pensioner Concession Card, Commonwealth Seniors Health Card or any other government issued entitlement card that is specified in the Terms and Conditions from time to time; and
- If applicable, the document authorising your representative to act on your behalf (for example, a copy of the relevant power of attorney where an attorney has been appointed to act on your behalf) and

identification (e.g. their driver licence or passport).

2.4 Eligibility.

The Card is available to you if you meet the eligibility criteria set out in the Terms and Conditions. If you do, you are an **Eligible Person** for the purposes of this PDS.

Once you submit your application for the Card, your details will be validated and your eligibility will be confirmed. If you are eligible, it is important that you ensure your details with the relevant government agencies are up to date to ensure your application is not rejected. For further information about these government agencies, please refer to the Terms and Conditions.

2.5 What if my application is rejected?

Cards will only be issued to Eligible Persons. If your application does not satisfy the eligibility requirements in the Terms and Conditions it will be rejected.

If you believe your application has been rejected as a result of an error with the validation of your application details (e.g. because your records are not up to date), you will need to correct any error before re-submitting your application.

2.6 What you can and cannot use your Card for.

You can only use your Card to pay for Authorised Transport Expenses.

Authorised Transport Expenses must be purchased in Australia at eligible retailers and service providers (**Merchants**).

You cannot use your Card to:

- withdraw cash from automatic teller machines (**ATMs**), bank branches or via POS terminals;
- make Contactless Transactions unless you have received a Contactless Card;
- tap on or off at Opal readers;
- make purchases that are not related to travel;

- set up recurring payments (e.g. automatic payments);
- make transactions for an unlawful purpose; or
- make transactions outside of Australia.

If you try to use your Card for a transaction that is not categorised by the Merchant as an Authorised Transport Expense, your Card will be declined.

2.7 Significant Benefits.

The significant benefits associated with the Card include:

- The Card provides you with \$250 of credit for Authorised Transport Expenses, helping you to access services and assisting you with day-to-day activities that require you to travel.
- The Card may be used at eligible Merchants for Authorised Transport Expenses, where VISA cards are accepted.

2.8 Significant Risks.

The significant risks associated with the Card include:

- the terms and conditions of your Card may be varied at any time;
- the Card may be suspended or cancelled at any time, and if the Card is cancelled, your unused Card Balance will be forfeited;
- If you do not activate your Card within the Activation Period, we may cancel your Card and you will need to contact Card Services to receive a replacement Card.
- If your Card Balance is insufficient when you try to make a payment, the transaction will be declined and you may need to cover the cost of the purchase yourself.
- Merchants may, at their discretion, refuse to accept your Card as a method of payment. If unsure, you should ask the Merchant before incurring a travel expense.
- If the full value of your Card is not used by the Expiry Date, you will lose the remaining value of the Card.
- Failure to safeguard your PIN may result in someone else using the value on your Card.
- The Card could be lost, stolen or destroyed, resulting in Unauthorised Transactions.

- The Card cannot be used outside of Australia.

3. Using the Card

3.1 How will you receive your Card?

If your application is accepted, you will be sent your Card in the mail. It may take up to 20 Business Days to be delivered.*

Your PIN will be sent to you in a separate envelope to the same delivery address.

Cards that are not successfully delivered will be returned to Westpac. If you have not received your Card within 20 Business Days, you must contact Card Services using the contact details on page 3.*

* Further delays may be experienced due to COVID-19.

3.2 Before you can use your Card.

You should activate and sign the back of your Card as soon as you receive it in the mail. To activate your Card, contact Card Services by telephone or online and follow the prompts. You must activate your Card during the Activation Period. If you have not activated your Card by the end of the Activation Period, we may cancel your Card and you will need to contact Card Services to receive a replacement Card. Once you've activated your Card, it will be ready to use.

3.3 Selection/Issue of PIN.

You can use the PIN that is issued to you or choose your own. To change your PIN contact Card Services by telephone or online (contact details on page 3) and follow the prompts. Memorise your PIN, or write it down and keep it somewhere secure separate from your Card. Do not tell anyone your PIN.

You will be prompted to enter your PIN when you use your Card at Merchants. Take care to enter your PIN correctly. If you enter your PIN incorrectly three times, a 24-hour freeze will be placed on your Card. If the record of the PIN is lost or stolen, you can select a new PIN or

we may issue you with a new PIN and, in some circumstances, we may issue you with both a new Card and PIN.

3.4 Where can you use your Card?

The Card can only be used at selected retailers and service providers in Australia. Depending on the Merchant, the Card may be used in store, online or over the telephone. It is your responsibility to confirm that your Card can be used at the Merchant for Authorised Transport Expenses prior to use. If you are unsure, you should ask the Merchant before incurring a travel expense.

You should not use your Card at any ATM. The Card will not work at ATMs and if you try to use your Card at an ATM it may not be returned to you.

3.5 Who can use the Card?

The Card is not transferable and can only be used by the person named on the Card. The Card must not be sold, exchanged or transferred to another person.

3.6 Card acceptance.

When you use your Card at Merchants, you may be prompted to enter your PIN. You won't need your PIN for telephone or online transactions, or for Contactless Transactions if your card is enabled with this function and the Contactless Terminal allows the transaction to be processed without a PIN.

In the event that a POS terminal malfunctions or is otherwise unavailable for use, the Merchant may provide alternative manual procedures to enable a transaction to be made. You will then be required to present your Card and sign a transaction voucher. A voucher signed by you authorises us to process the transaction to your account.

You should ensure that the transaction amount is correct before you sign any transaction records given to you by Merchants, use your Card at a Contactless Terminal (if applicable) or enter

your PIN at Electronic Banking Terminals. By signing a transaction record or entering your PIN or otherwise using your Card at an Electronic Banking Terminal, you indicate your agreement that the transaction amount is correct.

We, TfNSW and the NSW Government are not responsible if a Merchant refuses or is unable to accept a Card for a transaction. TfNSW, the NSW Government and Westpac are also not liable for any payment owed where the Card is unable to be used. Subject to any applicable law, we, TfNSW and the NSW Government are not responsible for goods or services supplied to you. If you have a complaint or concern about the goods or services purchased with your Card, you must resolve this directly with the Merchant. If you have a complaint about a transaction or about the handling of a transaction by a Merchant, please contact us using our contact details in paragraph 9.

Card promotional material displayed on any premises is not a warranty by us, TfNSW, the NSW Government or by Merchants carrying on business there that all goods and services available at those premises may be purchased with your Card.

3.7 Processing date.

Transactions may be processed to your Card Balance on the day that the Merchant processes the transaction via their acquiring bank.

3.8 How do you know how much you have spent?

You can find out your Card Balance by contacting Card Services by telephone or online at nswregionalseniors.cards.

The Card cannot be used at ATMs or bank branches for balance checks.

You should check your Card Balance regularly.

3.9 Transaction records.

When you complete a transaction through an Electronic Banking Terminal you should request a printed transaction record (e.g. a receipt). You must check transaction records carefully and keep them to help you check your Card Balance.

If you think there has been a mistake and you wish to dispute an amount deducted from your Card Balance, please contact us on **1800 569 070**.

You 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.

3.10 Refunds.

Approved refunds for items purchased with your Card will be returned to the Card. Cash refunds will not be given.

3.11 Transaction information.

To facilitate the processing of Card transactions, information relating to your Card details and transaction details may be processed by Visa in countries other than Australia. By making a purchase with your Card, you acknowledge and agree that information regarding the transaction may be processed outside Australia.

3.12 Do transactions have to be authorised?

Certain transactions on the Card may 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 may obtain an authorisation for the transaction. We may not authorise a transaction if the transaction would cause the Card Balance to go into debit balance. Once an authorisation is obtained, it will reduce the amount of available funds on the Card by the amount authorised. If the purchase or other transaction is not completed, the amount of available funds on the

Card may continue to be reduced for up to four Business Days after the authorisation is obtained.

We reserve the right, acting reasonably, to decline the authorisation for any transaction on the Card.

3.13 How much can you spend on the Card?

Once activated, the Card will have \$250 credit available to you to use for Authorised Transport Expenses. Transactions made by you must not exceed the credit balance of your Card.

Where the cost of an Authorised Transport Expense is less than the Card Balance, the cost (including GST) will be reduced from the Card Balance and the remaining funds remain available for further Authorised Transport Expenses.

If the total cost of the Authorised Transport Expense is more than your Card Balance, you must pay the outstanding balance. TfNSW, the NSW Government and Westpac are not required to pay the difference between the Card Balance and the cost to you.

3.14 Can you reload your Card?

Your Card cannot be reloaded or topped up.

3.15 Can you obtain Cash?

Your Card cannot be used to withdraw or obtain cash or cash equivalents.

3.16 Card validity and expiry.

Your Card is valid only if it has been signed by you and until the expiry date shown on the face of the Card (**Expiry Date**).

You will not be able to use any funds remaining on your card after the Expiry Date. Please try to make sure you use your \$250 before the Expiry Date as funds cannot be transferred or rolled. Any funds remaining on your Card as at the Expiry Date, including any funds refunded to the Card (whether or not applied or processed prior to the Expiry Date), will be forfeited.

During the period in which your Card is valid, if your Card Balance falls below \$5, you have 30 days to use the remaining Card Balance before your card may be cancelled. Any remaining Card Balance will be returned to TfNSW and your Card will not be reinstated.

You must destroy your Card if it is no longer valid by immediately cutting it into several pieces and disposing of them securely.

3.17 All Cards remain our property.

You agree that your Card remains the property of Westpac at all times and agree to return the Card to us promptly upon request.

3.18 We're here to help.

Register online at nswregionalseniors.cards to manage your Card including:

- activating your Card;
- checking your Card Balance;
- viewing your transaction history;
- reporting your Card as lost or stolen; and
- changing your PIN.

Alternatively, call Card Services for help with any of the above queries or to dispute an incorrect transaction recorded against your Card.

Card Services is available 24 hours a day, seven days per week: visit nswregionalseniors.cards or call **1800 569 070**.

4. Fees and charges

Westpac does not charge fees and charges to you for your use of the Card in Australia.

While the Card cannot be used outside Australia, if an Authorised Transport Expense is processed as a foreign transaction, a foreign transaction fee may be incurred on the Card. However, we will refund this fee to the Card within a reasonable period of time.

Merchants may charge fees, and these will be deducted from your Card Balance with your purchase.

5. Security and liability

5.1 Protecting your Card and PIN.

To protect your Card, you must:

- sign it as soon as you receive it;
- carry it with you;
- not give your Card to anyone else, including a family member or friend.

If you make a record of your PIN you must keep it separate and well away from your Card unless the PIN is reasonably disguised. However, to minimise the risk of Unauthorised Transactions occurring on your Card, it is best to keep your PIN record, even if disguised, separate and well apart from your Card.

To protect your PIN you must:

- try to memorise it;
- destroy our letter telling you your PIN;
- make sure that nobody watches or hears you when you enter your PIN at Electronic Banking Terminals;
- be ready to make a transaction or enquiry when you approach an Electronic Banking Terminal;
- make sure that you do not leave anything behind when you complete a transaction, including leaving your Card unattended in or at an Electronic Banking Terminal; and
- notify us immediately if your PIN mailer has not been received intact, or if a PIN change request has taken place without being requested.

To protect your PIN you must **not**:

- write your PIN on your Card, even if it is disguised;
- keep a record of your PIN with or near your Card;
- tell anyone your PIN, including family members, friends and our staff;
- (if you select your own PIN) select a number or word that can be easily guessed, such as consecutive numbers, one number repeated or numbers which form a pattern, or that can easily be associated with you (e.g. your date of birth, part of your name, telephone number, driver's licence number).

If you make a record of your PIN, you must either take reasonable steps to prevent unauthorised access to the record or ensure that the record is reasonably disguised. It will not be considered a reasonable attempt to disguise a PIN if you only:

- record it in reverse order;
- record it as a series of numbers with any of them marked to indicate the PIN;
- record the PIN as a telephone number with the PIN in its correct sequence anywhere within the telephone number;
- record the PIN as a telephone number where no other telephone numbers are recorded; or
- disguise the PIN as a date or as an amount.

There may be some other form of disguise which may be similarly unsuitable because of the ease of another person working out your PIN.

Please note: Liability for losses resulting from the Unauthorised Transactions is determined under the relevant provisions of the ePayments Code, where that Code applies, notwithstanding the obligations listed above.

6. Loss, theft or misuse of a Card or PIN

6.1 How to report the loss, theft or misuse of a Card or PIN.

What to do.

You must immediately notify us if your Card or PIN is lost or stolen, misused, or you suspect that Unauthorised Transactions have been made on the Card by calling Card Services on the number listed on page 3.

Replacements.

We may issue a new Card to you at any time. We reserve the right not to reissue a Card. Lost or stolen Cards will only be replaced if we are satisfied they have genuinely been lost or stolen. If you are issued with a replacement Card and subsequently find your old Card, you must cut your old Card into several pieces and destroy it securely. A satisfactory identification check

may be required before any replacement card is issued. If we agree to replace a Card, the Card Balance at the relevant time will be loaded onto a new Card.

6.2 Your liability for Unauthorised Transactions.

When you are not liable.

You will not be liable for losses resulting from Unauthorised Transactions on your Card where it is clear that you have not caused or contributed to the loss.

You will not be liable for losses resulting from Unauthorised Transactions that:

- are caused by the fraudulent or negligent conduct of our staff, agents or of companies involved in networking arrangements or of Merchants who are linked to the electronic funds transfer system;
- require the use of the Card and/or PIN and happen before you receive your Card and/or PIN (including a replacement or reissued Card or PIN). For the avoidance of doubt, receiving a PIN includes setting a PIN for the first time when your Card is first issued;
- happen after we have been notified that a Card has been misused, lost or stolen or that PIN security has been breached;
- are made with a Card or PIN that is forged, faulty, expired or cancelled (as applicable); or
- are the result of the same transaction being incorrectly debited more than once to the same Card.

When you are liable.

Misuse of your Card by you may lead to its cancellation by Westpac and/or TfNSW and affect your eligibility for any future Card application. If you do not comply with the terms of the PDS or the Terms and Conditions, TfNSW may cancel your Card and refuse to issue you any subsequent Cards. If your Card is cancelled for misuse, it cannot be reinstated and any remaining Card Balance will be returned to TfNSW.

You will be liable for losses resulting from transactions which are carried out by you, or by another person with your knowledge or consent.

You will be liable for actual losses resulting from the Unauthorised Transactions caused by you:

- engaging in fraud or unlawful conduct;
- voluntarily disclosing your PIN to anyone, including a family member or friend;
- keeping a record of your PIN:
 - without making a reasonable attempt to disguise it or to prevent unauthorised access to it; and
 - in any way that it could be lost or stolen with your Card;
- writing your PIN on your Card;
- selecting a PIN which represents your birth date, or being an alphabetical PIN which is a recognisable part of your name, after we have asked you not to select such a PIN and told you of the consequences of doing so; or
- acting with carelessness in failing to protect your PIN.

You will also be liable for actual losses resulting from Unauthorised Transactions caused by you unreasonably delaying notifying us of the misuse, loss or theft of your Card, or of your PIN becoming known to someone else. Your liability will only extend to losses which occur between the time you became aware (or should reasonably have become aware) of such misuse, loss or theft and when we were actually notified.

Your liability is subject to Westpac proving on the balance of probability that you contributed to the losses in one or more of the ways listed above.

You will not be liable to pay for losses occurring after we have been notified that the Card has been misused, lost or stolen or that the security of the PIN has been breached.

When limited liability applies.

You will only be liable for losses resulting from Unauthorised Transactions to a limited extent, in circumstances where a PIN was required to perform the transaction and it is unclear whether you contributed to the loss. Your liability in such cases will be the least of:

- \$250;
- the Card Balance; or

- the actual loss at the time we are notified of the misuse, loss or theft of the Card or of the PIN becoming known to someone else (excluding that portion of the loss incurred on any one day which exceeds the applicable daily transaction limit).

You will not be liable for losses resulting from an unauthorised Electronic Transaction made using your Card to the extent they exceed what your liability would have been had we exercised any rights we had under the rules of the card scheme at the time you reported the Unauthorised Transaction to us against other parties to the scheme.

7. Cancellation and termination

Either Westpac or TfNSW may cancel any Card at any time and for any reason without prior notice. Where a Card has been cancelled by us or TfNSW, you agree to immediately cut the Card into several pieces and destroy it securely.

Any unspent amounts on cancellation of your Card or termination of the Card will be forfeited to TfNSW. You have no entitlements to the Card Balance following such cancellation or termination.

8. Variations

8.1 Changes made by TfNSW.

TfNSW has the right at any time to:

- vary the Terms and Conditions that apply to the Card including (but not limited to) its prepaid value, eligibility criteria or the definition of Authorised Transport Expenses;
- suspend the operation of, or close, the Card program; or
- reduce or extend the Card program.

These changes may require us to update the information in this PDS.

In the event that the Card program is cancelled, all unused Card Balances will be forfeited to TfNSW from cancellation.

We will notify you of any changes to the Terms and Conditions and they will also be published on the SNSW website at service.nsw.gov.au/RSTCterms.

8.2 Other changes.

We may also make any other changes to this PDS without your consent at any time:

- as a result of any change or anticipated change in:
 - circumstances relating to the Card or product or service such as, for example, changes in technology or our systems;
 - procedures or product mix or changes to the risks of, or the features or benefits of, the Card or product or service;
 - our structure or financial position, including our cost of funds and liquidity; or
 - industry, market or best practice;
- for prudential reasons;
- if we reasonably think the change should be made:
 - to meet our legal obligations or as a result of any change or anticipated change to a relevant law, code of guidance;
 - to reflect judgments of any court or tribunal or guidance or views of any regulator or external dispute resolution service of which we are a member;
 - to correct errors, inaccuracies or ambiguities;
 - to streamline the administration of the Card or product or service;
 - on the basis that it is impractical for us to continue without the change; or
 - for reasons of security; or
- to make them clearer or simpler.

If the change is unfavourable to you, we will give you notice as soon as reasonably possible but are generally required to give you 30 days' prior notice. However, we don't have to give you notice if it's reasonable for us to manage a material and immediate risk.

Provided that the change is not materially adverse to you, we may issue a supplementary

PDS or update this PDS. We will make our updated PDS available on Service NSW website service.nsw.gov.au. You may find the latest version at any time on that website. You may also request a free paper or electronic copy of any updated information by contacting us using the contact details at the front of this document or by visiting your nearest SNSW Service Centre.

9. What to do if you have a problem or dispute

Delivering on our service promise.

We're constantly striving to provide the best possible service, and we'll do our best to resolve any concern you have efficiently and fairly.

Our commitment to you.

If you're ever unhappy about something we've done – or perhaps not done – please give us the opportunity to put things right. Our aim is to resolve your complaint within 5 business days, and where possible we will resolve your complaint on the spot. If we need additional time to get back to you, we will let you know. Should we be unable to resolve your concern at your first point of contact, we will then refer your complaint to a team that is placed to find a solution for you. We will ensure that you're regularly updated about the progress we are making to resolve your complaint.

You can contact us.

You can contact us by telephone on **1800 569 070**.

If you are still unhappy.

If you are not satisfied with our response or handling of your complaint, you can contact the external dispute resolution scheme, the Australian Financial Complaints Authority (AFCA).

Australian Financial Complaints Authority

The Australian Financial Complaints Authority (AFCA) provides a free and independent service to resolve complaints by consumers and small

businesses about financial firms (e.g., banks), where that complaint falls within AFCA's terms of reference.

The contact details for AFCA are set out below.

Online: www.afca.org.au
Email: info@afca.org.au
Telephone: 1800 931 678 (free call)
Mail: Australian Financial
Complaints Authority
GPO Box 3
Melbourne VIC 3001

10. Other

10.1 Your Privacy.

We manage your personal information in accordance with our Privacy Policy, which is available at westpac.com.au/privacy. Due to the nature of this card product, your transaction history will be available to TfNSW and SNSW.

10.2 Change of name or contact details.

You agree to promptly notify us of any change to your name or contact details.

10.3 Exercising our rights.

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

10.4 Governing law.

The Card and this PDS are governed by the laws of New South Wales.

10.5 Non-Assignment.

You may not assign your Card and Card Balance under this contract to another person.

Westpac may, acting reasonably, assign, novate or otherwise transfer its rights and obligations in relation to a Card to someone else. In doing so, it may disclose your personal information to prospective or actual transferees. If we transfer our rights and obligations, they will apply to the transferee as if it were us.

10.6 Banking Code of Practice.

We have adopted the Banking Code of Practice (**Banking Code**). The Banking Code sets out the standards of practice and service for Australian banks to follow when dealing with certain customers. If we provide you with a 'banking service' and you are an 'individual' or a 'small business' (each term is defined in the Banking Code), the relevant provisions of the Banking Code will apply to the banking service described in this PDS. You can obtain, free of charge, a copy of the Banking Code from our website or any of our branches. Please let us know if you would like to discuss whether or not the Banking Code will apply to you. Our contact details are set out in the 'General information' section on page 3.

10.7 ePayments Code.

The ePayments Code governs certain electronic payments to or from your Card Balance where you are an individual. We will comply with this Code where it applies. You may view a copy of the ePayments Code by visiting the Australian Securities and Investments Commission website.

10.8 Anti-Money Laundering and Counter-Terrorism Financing Obligations.

You should be aware and you agree 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, we and our correspondents are not liable for any loss you suffer (including consequential loss)

howsoever caused in connection with your use of the Card;

- we may from time to time require additional information from you to assist us in the above compliance process, and you must provide that information; 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 us with the following undertakings and indemnify us against any potential losses arising from any breach by you of such undertakings:


- 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
- the underlying activity/product for which the Card is being provided does not breach any Australian law or sanctions (or the law or sanctions of any other country).

10.9 Taxation.

You should obtain your own independent advice about any taxation consequences that may arise for you from you receiving and using your Card.

We're here to help

 1800 569 070

 nswregionalseniors.cards

