

WESTPAC PREPAID GIFT CARD

Conditions of Use.

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



Card Value, transaction details and general information

You can find your current Card Value, transaction details and general information online at: giftcardaccount.com.au.

Alternatively, you can contact the Prepaid Gift Card Call Centre 24 hours a day, 7 days a week on 1800 170 359.

Important notice

Please write down your card number and keep it separately from your card. Information regarding fees and charges is set out in clause 6.

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1. These Conditions of Use

1.1 Introduction.

- (a) These Conditions of Use govern the use and operation of your card.
- (b) These Conditions of Use apply to all transactions involving the use of your card or card details.
- (c) If you do not understand something in these Conditions of Use, please call the Prepaid Gift Card Call Centre. They will be happy to help you.
- (d) The Prepaid Gift Card Call Centre and disputed transactions service set out in clause 5.6(b) are managed by Fidelity National Information Services on our behalf.

1.2 When the Conditions of Use take effect.

Your first use of the card will be taken as your agreement to comply with these Conditions of Use.

1.3 Banking Code of Practice and ePayments Code.

- (a) The Australian Banking Association's banking code of practice as updated, and adopted by us, from time to time ("**Banking Code of Practice**") sets out the standards of practice and service in the Australian banking industry for customers who are individuals or small businesses, and individuals acting as guarantors.

The relevant provisions of the Banking Code apply to the banking services referred to in these Conditions of Use. This means that we will comply with the Banking Code, where it applies to the banking services provided to you.

You can view a copy of the Banking Code on our website or ask us for a hard copy in a Westpac branch or over the phone.

- (b) Further information 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.

- (c) We warrant that we will comply with the ePayments code as published by the Australian Securities and Investments Commission (“**ePayments Code**”), which code regulates consumer electronic payments, including automatic teller machine, EFTPOS and credit card transactions, online payments, internet and mobile banking, and BPAY.

2. Definitions

In these Conditions of Use:

- (a) “**Bank**”, “**Westpac**”, “**our**”, “**we**” or “**us**” means Westpac Banking Corporation (ABN 33 007 457 141).
- (b) “**Card**”, “**card**”, “**Gift Card**”, “**Westpac Gift Card**”, “**Prepaid Gift Card**” means a Westpac prepaid gift card bearing the Visa logo.
- (c) “**Card Supplier**” means the person who gives you the Card (or arranges for you to receive the Card) under an arrangement with us.
- (d) “**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.
- (e) “**Code**” means the Banking Code of Practice or ePayments Code.
- (f) “**PIN**” means a personal identification number.
- (g) “**merchant**” means a provider of goods or services who accepts payment by card.
- (h) “**unauthorised transaction**” means any transaction made without your knowledge or consent.
- (i) “**Visa**” means Visa Inc.
- (j) “**Westpac Group**” means Westpac and its related bodies corporate.
- (k) “**you**” means a person who uses a card that has been issued by Westpac.

3. You must not give your card or PIN to another person

You must not give your card or PIN to another person. Your card may be cancelled if you do.

4. Using the card

4.1 When can you use your card?

- (a) You must sign your card in the signature panel on the back of the card immediately on receiving it and before using it.
- (b) Your PIN will be provided to you at the same time as the card.
- (c) Your card is only valid until the expiry date shown on the card.
- (d) You must destroy your card if it is no longer valid by immediately cutting it into several pieces and disposing of it securely.

4.2 Where can you use your card?

- (a) You can only use your card in Australia.
- (b) You can use your card at most merchants who process Visa transactions electronically. You can also use your card for mail order, telephone order or through the internet, depending on the relevant merchant's policy. However, you cannot use your card for purchases at the following:
 - i. merchants who sell gambling or gaming products or services;
 - ii. automated fuel dispensers; and
 - iii. merchants who only offer manual transaction processing facilities.

Merchants or other providers may also impose limits on the use of your card.

- (c) 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.

- (d) 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 any other system or device used to process a payment) 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.

4.3 Foreign currency transactions.

Transactions processed in foreign currencies will be converted into Australian dollars by Visa before they are deducted from the Card Value. Please note that exchange rates quoted by Westpac in Australia are not used to convert foreign currency transactions to the Australian dollar equivalent. 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:

- (a) Visa processes purchases, any other charges incurred and refunds made in foreign currencies, and converts these transactions into Australian dollars.
- (b) Transactions processed 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 Visa 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.

4.4 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.

4.5 Do transactions have to be authorised?

- (a) 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 exercise our discretion not to authorise a transaction if the transaction would cause the card balance to go into debit balance.
- (b) In the event that a merchant 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 or record. A transaction voucher or record signed by you authorises us to process the transaction to your card. You should ensure that the transaction amount is correct before you sign any transaction records given to you by merchants, or before you enter your PIN into a merchant terminal. By signing a transaction record or entering your PIN or otherwise using your card at a merchant terminal, you indicate your agreement that the transaction amount is correct.
- (c) We reserve the right to decline authorisation for any transaction using the card.
- (d) 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 business days after the authorisation is obtained.

4.6 Your PIN.

We will allocate a PIN to you when your card is first issued. This will enable you to use your PIN as an alternative to signature authorisation at merchant terminals. You can change your PIN at any time by calling, from within Australia, the Prepaid Gift Card Call Centre on 1800 170 359 or by accessing giftcardaccount.com.au. If the record of the PIN is lost or stolen, you can select a new PIN or you may be issued with a new PIN. You can use your existing PIN with a card that replaces a card reported lost or stolen, unless we tell you otherwise.

4.7 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 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:

- (a) 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 card;
- (b) we may from time to time require additional information from you to assist us in the above compliance process; and
- (c) 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 card is being provided does not breach any Australian law or sanctions (or the law or sanctions of any other country).

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 the foreign currency conversion referred to in clause 4.3 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 issued 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 any remaining Card Value will be forfeited.

5.5 How do you know the current Card Value?

- (a) You will be advised of the maximum Card Value when you receive your card. The maximum Card Value available on your card at any time may not exceed \$999.00 and may therefore be less than this.

- (b) Details of transactions made using the card and the current Card Value are available by:
- i. accessing giftcardaccount.com.au; or
 - ii. telephoning, from within Australia, the Prepaid Gift Card Call Centre on 1800 170 359.

Amounts shown 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 of your transactions.

5.6 If you think there is a mistake.

- (a) You should check the transactions shown online or provided by phone carefully. If you wish to dispute an amount deducted from your card, please complete the Disputed Transactions Form, which is available online at giftcardaccount.com.au and post the original signed copy to:

Westpac Prepaid Gift Card
GPO Box 3433
Sydney NSW 2001

- (b) In some circumstances, card scheme rules allow us to charge a transaction on the card back to the merchant with whom you made the transaction. This is known as a chargeback. You should report a disputed transaction to us as soon as possible so that we may reasonably claim a chargeback right. Chargeback rights are not available for all types of transactions. If a chargeback right is available, we will claim it for a transaction on your card if:
- you ask us to do so; and
 - you give us the information and material we require to support a chargeback, within 90 days of the date of the transaction. Otherwise any chargeback right we have may be lost.
- (c) The timeframe for disputing a transaction may not apply where the ePayments Code applies. 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 clause 9, Westpac does not charge you any fees or charges for the issue of the card or for your use of the card.
- (b) Subject to any applicable law, we may deduct from the Card Value any other fees or charges, including government charges referred to in clause 6.2.
- (c) Fees and charges are variable in accordance with clause 9. Details of our current fees and charges are also available on request.

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.

6.3 Merchant charges.

Merchants may charge other fees, and these will be deducted from your card balance with your transaction. You should confirm with the merchant whether it will charge any fees before entering into a transaction.

7. Liability

7.1 Lost, damaged or stolen card.

- (a) You can report the loss, theft, damage or misuse of your card or PIN by calling (from within Australia) the Prepaid Gift Card Call Centre to speak to an operator. The operator may direct you to the organisation that originally issued your Gift Card.
- (b) The organisation that originally issued your Gift Card may replace your lost, damaged or stolen

card if you can provide the card number to an operator. A satisfactory identification check may be required by that organisation before any replacement card is issued.

- (c) If we agree to replace a card the Card Value will be loaded onto a new card. Subject to clause 7.2 below, the remaining lost or stolen Card Value will be loaded on to any replacement card issued. If your old card was damaged or faulty, please destroy it by cutting it into several pieces and disposing of it securely.
- (d) Lost or stolen PINs will be handled in accordance with clause 4.6.

7.2 Unauthorised transactions.

You are responsible for the use and safety of your card and PIN. For unauthorised transactions to which the ePayments Code applies:

- (a) You must take special care to protect your card and PIN, because anyone who has your card and PIN can make transactions on your card.
- (b) You will not be liable for losses resulting from unauthorised transactions where it is clear that you have not contributed to the loss.
- (c) You will not be liable for losses resulting from unauthorised transactions unless you unreasonably delay reporting loss or theft of the card.
- (d) If you are unable to report to us because our facilities are unavailable, you are not liable for any unauthorised transactions which could have been prevented if you had been able to tell us provided you tell us within a reasonable time after our facilities become available again.
- (e) Our liability for any loss arising from equipment or system unavailability or malfunction where you should reasonably have been aware that the system or equipment was unavailable or malfunctioning is limited to:
 - i. correcting any errors; and
 - ii. refunding any fees or charges imposed on you.

If otherwise, 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 and PIN.

- (a) To protect your card, you must:
 - i. sign it as soon as you receive it;
 - ii. carry it with you;
 - iii. not give your card to anyone else, including a family member or friend.
- (b) 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.
- (c) To protect your PIN you must:
 - i. try to memorise it;
 - ii. destroy our letter telling you your PIN;
 - iii. make sure that nobody watches or hears you when you enter your PIN when conducting a transaction;
 - iv. be ready to make a transaction or enquiry when you are about to enter your PIN into a terminal;
 - v. make sure that you do not leave anything behind when you complete a transaction, including leaving your card unattended in or at a merchant terminal; and
 - vi. notify us immediately if the packet or envelope in which your PIN was provided to you has not been received intact, or if a PIN change request has taken place without being requested.
- (d) To protect your PIN you must not:
 - i. write your PIN on your card, even if it is disguised;
 - ii. keep a record of your PIN with or near your card;
 - iii. tell anyone your PIN, including family members, friends and our staff;
 - iv. (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).

- (e) 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:
 - i. record it in reverse order;
 - ii. record it as a series of numbers with any of them marked to indicate the PIN;
 - iii. record the PIN as a telephone number with the PIN in its correct sequence anywhere within the telephone number;
 - iv. record the PIN as a telephone number where no other telephone numbers are recorded; or
 - v. disguise the PIN as a date or as an amount.
- (f) There may be some other form of disguise which may be similarly unsuitable because of the ease of another person working out your PIN.
- (g) 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.

8. Feedback and complaints

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 may contact the Prepaid Gift Card Call Centre on 1800 170 359.

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 that fall within AFCA's terms of reference. The contact details for AFCA are set out below.

Australian Financial Complaints Authority.

Online: www.afca.org.au

Email: info@afca.org.au

Phone: 1800 931 678 (free call)

Post: Australian Financial Complaints Authority
GPO Box 3 Melbourne VIC 3001

9. Changes to these Conditions of Use

We may change these Conditions of Use at any time. We will notify you of any change as soon as reasonably possible (which may be before or after the change is made) or, if we believe the change is unfavourable to you, at least 30 days before the change takes effect. However, we don't have to give you notice if it's reasonable for us to manage a material and immediate risk. The changes will be notified through an advertisement in a major newspaper. The current version of these Conditions of Use will be available at westpac.com.au/evc

10. Other

10.1 Privacy Statement.

To administer or manage the card, we or our service providers including Fidelity National Information Services and its related parties, may collect directly from you or indirectly from the Card Supplier, personal information such as your name, contact details, date of birth, address, card number and driver's licence at the time the card is issued to you by the Card Supplier or during the life of the card.

If you raise a dispute regarding a transaction, we or our service providers, including Fidelity National Information Services and its related parties, will collect certain personal information, including, but not limited to your name, contact details, address and card number. That information will be used for the purpose of resolving your disputed transaction.

There is no requirement for you to provide your personal information. However, if you do not provide all the information we request, we may not be able to assist you with your card or disputed transaction.

If you provide us with another person's personal information (as defined in the *Privacy Act 1988* (Cth) or any variation or replacement of it ("Privacy Act")) in connection with this document, you confirm that you have notified the person (or otherwise made them aware) that we will collect, use, hold and disclose their personal information in accordance with any privacy notice we provide to you or, in the absence of a privacy notice, our privacy policy (as updated from time to time).

You must comply with the Privacy Act in relation to any personal information you provide to us in connection with this document, and if you engage in activities in a jurisdiction other than Australia, you must comply also with the privacy laws in that jurisdiction.

Who do we share your personal data with?

We may share your personal data with companies within the Westpac Group or with organisations outside the Westpac Group who help deliver or support the provision of products and services to you. We may also provide your personal data to third party service providers outside of the Westpac Group (some of which are located outside of Australia or the European Economic Area).

How do we secure your personal data?

We use a range of physical, electronic and other security measures to protect the security, confidentiality and integrity of the personal data we hold. For example:

- (a) access to our information systems is controlled through identity and access management controls;
- (b) employees and our contracted service providers are bound by internal information security policies and are required to keep information secure;
- (c) all employees are required to complete training about information security; and
- (d) we regularly monitor and review our compliance with internal policies and industry best practice.

Unfortunately, no data transmission over the Internet or data storage system can be guaranteed to be 100% secure. If you have reason to believe that your interaction with us is no longer secure (for example, if you feel that the security of any account you have with us has been compromised), please immediately contact us (please refer to the **How to contact us** section).

Where do we store your personal data and do we disclose your personal data outside your country of residence?

Most of the personal information we hold about you will be stored electronically in secure data centres which are located in the United States and are owned by either the Westpac Group or contracted service providers (including cloud storage providers). Where we disclose your personal information to a recipient located outside Australia, these recipients may include the following:

- (a) Westpac Group companies located in Australia, China, Hong Kong, India, Singapore, New Zealand, United States, United Kingdom, Fiji and Papua New Guinea;
- (b) our contracted service providers operating in Australia, New Zealand, Canada, United States, India, the Philippines, United Kingdom, Malaysia, Brazil and China;
- (c) organisations with whom we partner to provide goods and services and who are likely to be located in Australia and the United States; and

- (d) for international transactions, where we consider it necessary, we may disclose your personal information to the corresponding international party in order to process the transaction. The countries we disclose your personal information to will depend on the details of the transaction you ask us to carry out.

How long do we keep your personal data?

We retain your personal data until such time as the purpose of processing has been achieved or for any period of time specified by applicable law, whichever is the greater. If we no longer need to use your personal data for the purposes set out in this Privacy Notice, we will take reasonable steps to destroy or de-identify your personal data.

How to contact us?

If you wish to access, correct or remove your personal information collected in these instances please contact the Prepaid Gift Card Call Centre on 1800 170 359.

For more details about how we handle personal data and complaints or how you may exercise your rights, please see our Privacy Policy and EU Data Protection Policy (as applicable). You can view or download a copy of these policies by visiting westpac.com.au/privacy online or requesting a printed copy in a Westpac branch or by contacting us using the details mentioned below.

If you are not satisfied with how we may handle your personal information, or you would like to make a complaint, you can contact us:

- (a) in Australia, by calling our Privacy Officer on 1300 130 467, by using our online secure feedback form at westpac.com.au, or by writing to us at Reply Paid 5265, Sydney NSW 2001.
- (b) in the United Kingdom, by calling our Data Protection Officer on + 44 (0) 20 7621 7000, or by writing to us at Westpac Banking Corporation, Camomile Court, 23 Camomile Street, London EC3A 7LL.

We will acknowledge your complaint as soon as possible after receipt of your complaint. We will let you know if we need any further information from you to resolve your complaint. We aim to resolve complaints as quickly as possible. We strive to resolve complaints within five (5) business days but some complaints may take longer to resolve. If your complaint is taking longer, we will let you know what is happening and a date by which you can reasonably expect a response.

For further information, or if you disagree with the way in which we are handling your personal data, you can contact:

In Australia:



www.oaic.gov.au



enquiries@oaic.gov.au



1300 363 992



Office of the Australian Information Commissioner
GPO Box 5218, Sydney NSW 2001

In the United Kingdom:



www.ico.org.uk/concerns



0303 123 1113



Information Commissioner's Office (ICO)
Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AF

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.

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.

10.5 External service providers.

We may subcontract any of our rights and obligations to another person in Australia or overseas.

We may disclose or share any information you provide to us with any such person. Details of the countries where the overseas recipients are likely to be located are in any privacy notice we may provide to you or in the absence of a privacy notice our privacy policy (as updated from time to time).

