# WESTPAC CREDIT CARDS

- Terms and Conditions
- Credit Guide
- Information Statement.





## We're here to help

For general enquiries relating to your Card Account or to report a problem please contact us using any of the methods below. You must contact us immediately if your Card is lost or stolen or you believe your PIN or other passcodes have been compromised (this may stop you being liable for some types of transactions (see Clause 8)).

- ∇isit us online at westpac.com.au/personal-banking/credit-cards
- Call us 24/7 on 1300 651 089 if you are in Australia, +61 2 9155 7700 if you are abroad
- Visit us in branch

If you're experiencing financial hardship and need financial assistance, or have a complaint, please get in touch with us.

#### **Customer Solutions and Support.**

**Phone:** 132 032

**Online:** westpac.com.au/contact-us/feedback-complaints

#### Westpac Assist.

(If you are experiencing financial difficulties please contact us as soon as possible)

**Phone:** 1800 067 497

Online: westpac.com.au/westpacassist

## Australian Financial Complaints Authority (AFCA).

If you are not satisfied with our response or handling of your complaint you may contact this free, independent external dispute resolution scheme.

**Phone:** 1800 931 678 (free call)

Online: <a href="https://www.afca.org.au">www.afca.org.au</a>
info@afca.org.au

Mail: GPO Box 3, Melbourne VIC 3001

#### 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 visiting

## accesshub.gov.au/about-the-nrs

Visit <u>westpac.com.au/web-accessibility</u> for further information on our accessible products and services for people with disability.

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## **Important Information**

These Terms and Conditions, together with your Financial Table, set out the terms of your Credit Card Contract. It is important that you read all of the terms of your Credit Card Contract. However, set out below are some of the key terms that you should be aware of before agreeing to enter into the Credit Card Contract:

- As set out in our Privacy Policy and Privacy Statement, we may collect information about you and about your use of the Card Account, and disclose such information to third parties (this may include suppliers and service providers, credit reporting bodies and government agencies). This means that third parties may hold and use personal information about you.
- You must use your Card Account primarily for personal and household expenses. This means that we may cancel your Card if we believe that you are using your Card Account mainly for business purposes. See Clause 3.1 for further details.
- We may decline to authorise a transaction without prior warning to you for various reasons, including if your Card Account is in arrears, the transaction would cause you to exceed your credit limit or we believe the transaction may involve fraud or illegality. See Clause 3.5.
- You must promptly tell us if your contact details change. If you don't provide up to date contact information, this may impact your rights under the Credit Card Contract. See Clause 4.2.
- In certain circumstances, you may be liable for unauthorised use of any Card issued on your Card Account. See Clauses 2.1 and 8.1 for circumstances where you may be liable.
- We may cancel your Card or block your Card Account in certain circumstances without giving notice. Examples of where this may occur are if we suspect fraud or need to take action to prevent losses or you are in default under your Credit Card Contract. See Clause 9.2 for further details of when we can do this.
- If you are in default (which is described in Clause 9.3), we may require you
  to immediately repay the entire balance of your Card Account and you
  may be liable for reasonable enforcement expenses if we take enforcement
  proceedings to recover amounts owing to us. See Clause 9.3.

- If your Card Account is closed or your Card is cancelled, you must destroy
  any physical Card you have received. You will be liable for recurring
  payments and transactions debited to your account prior to the Card
  Account being closed. Even if your Card is cancelled or the Card Account
  is blocked, you still need to comply with your obligations under the Credit
  Card Contract, including any payment obligations. See Clause 9.4 for
  further details.
- We may use your funds held in one account to repay amounts owing to us on another account. See Clause 10.1.
- We may vary your Credit Card Contract without your consent and, in some cases, without prior notice. See Clause 10.3 for details of the changes we can make and how we can make them.

## **Terms and Conditions**

## 1.0 About your contract with us.

#### 1.1 Introduction.

These Terms and Conditions govern all Westpac-brand consumer Credit Cards issued by Westpac.

#### 1.2 The Credit Card Contract.

The Credit Card Contract is made up of these Terms and Conditions along with the Financial Table attached to the letter of offer that we sent you (both contain some of your pre-contractual information). Please read these documents together and keep them.

#### 1.3 When the contract is formed.

The Credit Card Contract between you and us is formed and these Terms and Conditions take effect when you activate the Card Account, accept the Credit Card Contract using any other method we make available, or when the first transaction is made on the Card Account.

We may issue you a PartPay Card at your request. This is at our discretion and the PartPay Card may not be available at certain times or for certain credit card products. If we agree to issue you a PartPay Card, the PartPay Terms will be incorporated into your Credit Card Contract between you and us and take effect after you accept the terms in your Mobile Banking App (or accept the terms using any other method we make available) and we have made your PartPay Card available to you in your Mobile Banking App.

## 1.4 Codes of practice.

The relevant provisions of the Banking Code of Practice apply to the services referred to in this document. We will comply with the Banking Code of Practice and the ePayments Code where they apply to the Card Account.

- You can view a copy of the Banking Code of Practice on our website or ask us for a hard copy at one of our branches or over the phone.
- You can also view a copy of the Banking Code of Practice on the Australian Banking Association's website: <a href="www.ausbanking.org.au">www.ausbanking.org.au</a>
- The ePayments Code can be found on ASIC's website: www.asic.gov.au

#### 2.0 Your Card and PIN.

#### 2.1 Protecting your Card and PIN.

When a Card (other than a PartPay Card) is issued we will also provide you with a personal identification number ('PIN') or instructions on how to generate a PIN. When a PartPay Card is issued, the PIN for the card will be the same as the PIN on your linked Card. If we issue a PartPay Card to an Additional Cardholder then the PIN on their card will be the same as the PIN on their linked Additional Card. If you or an Additional Cardholder later change your linked Card PIN then the PIN for your PartPay Card will not automatically change. If you or an Additional Cardholder would like the same PIN for both Cards then you or the Additional Cardholder will need to separately change the PIN on the PartPay Card.

Your PIN is used to securely identify yourself and approve transactions.

You must sign your Card (other than a PartPay Card) as soon as you receive it and keep it with you or in a safe place at all times. You do not need to sign a PartPay Card as it is a digital card.

Do not select a PIN that represents your birthdate or could be easily guessed.

Do not tell anyone your PIN (including family and friends) and do not write it on your Card (or anything you keep or carry with your Card). You should try to memorise your PIN. However, if you need to keep a record of it you must take reasonable steps to properly hide or disguise it (such as hiding it among other records or putting it in a place where a PIN would not be expected to be found) or protect it from unauthorised access (such as keeping it in a secured locked place).

It is important that you take proper steps to protect your Card and PIN. If you do not, you may be liable if someone uses your Card without your permission (see Clause 8 for more detail).

## 2.2 Card validity and ownership.

All Cards are the property of Westpac. We may (but do not have to) issue a new Card to you at any time. Your Card must not be used after its expiry date.

#### 2.3 Additional Cards.

You can ask for a Card (other than a PartPay Card) to be issued to another person aged 16 years or over. That card is referred to as an Additional Card and that person is referred to as the Additional Cardholder. Where these Terms and Conditions refer to obligations relating to 'your Card', those obligations will also apply to the Additional Card (for example PIN security). You must require each Additional Cardholder to confirm that they have read

the Terms and Conditions because you remain responsible for all aspects of the Card Account including:

- any usage by the Additional Cardholder; and
- any breach of your Credit Card Contract caused by the Additional Cardholder.

By nominating an Additional Cardholder, You authorise the Additional Cardholder to act on your behalf to request a replacement card where the Additional Cardholder's existing card is lost, damaged or stolen, except where the card has been cancelled by You.

An Additional Cardholder will have access to the Card Account but will not be able to change the credit limit, close the account, or ask for a replacement Card after it has been cancelled by you. Additional Cards are not available on Westpac Student Visa Accounts.

You do not need to ask for a PartPay Card to be issued to an Additional Cardholder. For details on how an Additional Cardholder can use a PartPay Card see Clause 3.3 of the PartPay Terms.

#### 3.0 Using your Card.

#### 3.1 What you can use your Card for.

You can use your Card (other than a PartPay Card) to make a Purchase or a Cash Advance or carry out a Balance Transfer from another Credit Card. Where your Card has been linked to a Westpac deposit account, you can use the Card to make purchases or withdraw cash from the linked account at eftpos terminals and ATMs by selecting the cheque or savings account options.

You can only use a PartPay Card to make eligible Purchases. See the PartPay Terms for more details.

All Cards must be used mainly for personal or household expenses. If we believe your Card is being used mainly for business related expenses, we may transfer you to another product or cancel your Card. Your Card must not be used for any illegal purpose or in a way that would breach international sanctions.

Cash Advances are not permitted on the Westpac Lite Card, or on a PartPay Card. However, if you do attempt to make a Cash Advance, there may be circumstances where we are unable to block it. If this happens on a Westpac Lite Card then the transaction will be treated as a Purchase and you must

still repay the resulting balance. If this happens on a PartPay Card then the transaction will be treated as a PartPay Purchase and you must repay the amount in accordance with Clause 5.1 of the PartPay Terms.

#### 3.2 Where you can use your Card.

You can use your Card in many places in Australia and around the world. Look for the Visa and Mastercard® signs that match those shown on your Card. If your Card is accepted by a Merchant, branch or ATM provider you can use it to:



#### **Pay for Purchases**

- through payment terminals, e.g. at a shop, etc.
- online
- within a mobile app
- · by telephone
- through mail order



#### Withdraw Cash

- at an ATM
- at a Bank branch

## 3.3 Recurring payments.

You may authorise a Merchant to charge recurring payments to your Card automatically without requesting your authorisation on each occasion. If a Merchant is using Tokenised Credentials your Card details may be automatically updated (for example, if your Card is reissued or replaced). In those circumstances, reissuing or replacing a card may not stop recurring payments with that merchant. You should update your details with the Merchant whenever your Card details change. If you wish to cancel or change a recurring payment arrangement you should contact the Merchant directly before the next payment is due. Depending on your agreement with the Merchant, if you do not leave enough time, you may still be liable for that payment. If a Merchant does not act on your instruction to cancel a recurring payment you may contact us to dispute the transaction on your behalf. Please see Clause 8.1 for details on how to dispute a transaction.

#### 3.4 Foreign transactions.

You may be charged Foreign Transaction Fees (as set out in the Financial Table or advised to you from time to time) on all Foreign Transactions. A Foreign Transaction is any transaction made in a foreign currency or processed outside Australia. This includes transactions made while you are in Australia where the Merchant or financial institution processing the transaction is located outside Australia (even if you are not aware of this).

Any transaction in a foreign currency will be converted into Australian Dollars by the card scheme (either Visa or Mastercard) that processes the transaction at an exchange rate they set. If this transaction is later reversed or refunded in full or in part, the exchange rate used for the reversal or refund may differ from that used for the original transaction.

Some Merchants and ATM operators allow you to convert a foreign currency into Australian Dollars at the time of purchase. If you select this option the exchange rate will be set by the Merchant or ATM operator and you may still be charged a Foreign Transaction Fee.

#### 3.5 Confirming and authorising transactions.

There are a number of ways you may be able to confirm a transaction. These include:

- · signing your name
- holding your mobile device (if your Card is enrolled in a digital wallet), or physical Card in front of a contactless payment device
- entering your PIN
- entering your Card details and any other information required.

Before you do so, you must check that the transaction amount is correct and you are sure you wish to proceed with the transaction.

After you have confirmed a transaction it may need to be authorised. The amount you can access on the Card Account will then reduce. Sometimes a transaction will not be completed after it is authorised, such as where it is reversed by a Merchant. If this happens, the amount you can access may still be reduced for up to four business days.

We reserve the right not to authorise any transaction but we will typically only do this where:

- the transaction would cause you to exceed any of the limits that apply to your Card (more detail on limits can be found in Clause 3.6);
- · we believe the transaction may involve fraud;
- the Card Account is in arrears; or
- we believe the transaction may be illegal or prohibited by international sanctions.

#### 3.6 Limits that apply.

Your Card Account has a credit limit and a transaction limit.

**Credit limit** - This is the total amount you can access on your Card Account and is initially listed in your Financial Table. All authorised transactions (including holds placed on your Card Account) reduce the amount you can access even if they have yet to be processed to your Card Account. Some transactions may proceed even though they may take the Card Account balance over the credit limit. If this happens, any amount above your limit is payable immediately and you may incur an over-limit Fee.

If you ask us to, we will reduce your credit limit (subject to any minimum credit limit that applies to the Card Account). If you wish to reduce the credit limit to a level below your outstanding balance you must first repay the difference.

**Transaction limit** - This is the daily limit, as initially listed on your Financial Table, that applies to the combined value of the following transactions made with your Card:

- ATM cash withdrawals
- Bank@Post transactions
- Transactions you charge to any linked deposit accounts by selecting the cheque or savings option.

Some Merchants and ATM operators may apply their own additional restrictions.

## 3.7 Gambling blocks.

If you wish to limit access to gambling services through the Card Account, please call us or log into your online banking and activate gambling block in the Card Services menu.

Once we process your request we will decline all transactions for the Card Account where:

- the card scheme (Visa or Mastercard) tells us that the Merchant offers gambling services; and
- we receive an authorisation request for the transaction.

If you ask us to cancel this service, it may take two business days for your request to take effect.

This service will not prevent all gambling transactions. For example, it will not prevent gambling transactions:

- that are recurring Card payments you have authorised before making the request
- through BPAY® transactions or cash withdrawals

• in any other cases where we do not receive an authorisation request (for example if our systems are offline or the Merchant automatically approves the transaction).

#### 3.8 Processing of transactions.

We will determine the order in which we process transactions on any given day, based on our business systems and processes. This means for example that transactions may not be processed in the order they were made. The processing order can affect how transactions are treated, including for the purposes of applying interest charges. Please contact us if you have any queries.

#### 4.0 Statements and other communications.

#### 4.1 Statements.

We will issue a statement for the Card Account to you every month unless the account has a balance of \$10 or less and there has been no account activity in that month. You can choose to receive statements by mail or electronically.

We use statements to provide you with information, including changes to your Card Account, these Terms and Condition (see Clause 10.3 for more information) or the PartPay Terms (if applicable). If you have any questions about an item on your statement please call us.

### 4.2 Keeping your contact details updated.

You must promptly tell us if your contact details change (including your mailing address, email address and telephone number). If you do not do this it may impact your rights under the Credit Card Contract and you may miss out on other important information. For example, we may not be able or required to send you certain notices or statements.

#### 4.3. Checking your statements regularly.

Sometimes we get things wrong. Where we do, we will work to make things right. You will not be liable for any fees, charges or interest that we incorrectly charge to your account contrary to our applicable terms and conditions. Please check the entries listed in your account statements regularly, and if you see an error please contact us promptly on 132 032.

#### 5.0 Fees and interest.

#### 5.1 Fees and interest rates.

You must pay the Fees that we post to your Card Account. Information about current standard Fees and any Annual Percentage Rates is available on request. You can also access this information online at: westpac.com.au/personal-banking/credit-cards

## 5.2 Interest free period.

An interest free period may apply to the Purchase Balance on your card. Please refer to the Financial Table attached to your letter of offer or visit us online at <a href="westpac.com.au">westpac.com.au</a> to see whether an interest free period may apply. If your card comes with an interest free period on the Purchase Balance, you won't incur interest on the Purchase Balance during the interest free period if you meet the conditions set out below.

If your new Card Account has interest free days, you will automatically have an interest free period up to and including the first payment due date on your statement. Whether the interest free period will continue to apply will depend on whether you have paid the relevant amount outlined in the table below.

#### If you do not have a Balance Transfer, a Smart Plan or a PartPay Card

The interest free period will continue to apply as long as you pay the closing balance shown on your statement by the due date each month.

## If you do have a Balance Transfer, a SmartPlan or a PartPay Card

The interest free period will continue to apply as long as you pay the Monthly Payment Balance shown on your statement by the due date each month.

Your Monthly Payment Balance is calculated so that you do not need to pay off your entire Balance Transfer or SmartPlan Balance to enjoy your interest free period.

Your Monthly Payment Balance is calculated so that you do not need to pay off your PartPay Balance at all to enjoy your interest free period.

If you set up a SmartPlan after we have sent you a statement, the amount you need to pay that month to maintain your interest free period will be the Monthly Payment Balance shown on your statement minus the amount you transfer onto the new SmartPlan.

Your interest free period will end on your due date if the relevant amount outlined in the table above (as applicable) is not paid in full. While you have a Balance Transfer or SmartPlan Balance, your interest free period will end on your due date if the Monthly Payment Balance is not paid in full. This means you will incur interest on any new Purchases and your outstanding Purchase Balance (regardless of when particular Purchases were made).

A new interest free period will start the next time you pay your closing balance or Monthly Payment Balance (as applicable) in full by the due date.

You may see interest charges on your next statement even after paying the closing balance or Monthly Payment Balance in full by the due date. This usually happens where you did not pay the previous closing balance or Monthly Payment Balance in full by the due date (the new interest charges are for the period between your last statement and when you paid the closing balance or Monthly Payment Balance).

#### 5.3 Calculation and application of interest charges.

Unless you satisfy the interest free period conditions set out in Clause 5.2, you must pay interest on all amounts outstanding on the Card Account (other than on amounts outstanding on your PartPay Balance).

Interest charges are applied at the end of each statement period, but are calculated daily based on the amounts outstanding on the Card Account (excluding amounts outstanding on your PartPay Balance) at the end of each day.

Your Card Account balance is divided into 'balance categories' and this determines the Annual Percentage Rate that applies and when interest begins to be charged.

- **Table 1** shows what is included in each balance category and which Annual Percentage Rate applies to each balance category.
- **Table 2** shows when interest begins to be charged on different parts of your balance.

On each day the outstanding balances for each category are multiplied by the applicable Annual Percentage Rate(s) divided by 365. The total amount of interest due is calculated by adding together all of the daily values across each day of the statement period.

## Table 1

Balance category	Items included in balance category	Annual Percentage Rate that applies
Purchase Balance	Purchases and interest charged on your Purchase Balance All Fees except Cash Advance Fees, Balance Transfer Fees and SmartPlan Fees Missed PartPay Payment	Purchase Rate
Cash Advance Balance	Cash Advances, Cash Advance Fees and interest charged on your Cash Advance Balance	Cash Advance Rate
Balance Transfer Balance(s)	Balance Transfers, Balance Transfer Fees and interest charged on your Balance Transfer Balance	Balance Transfer Rate(s)
SmartPlan Balance(s)	SmartPlans, SmartPlan Fees and interest charged on your SmartPlan Balance	SmartPlan Rate(s)
PartPay Balance	PartPay Purchases Foreign Transaction Fees	0.00%
Other Balance	Any other amounts	As separately disclosed to or agreed with you

Table 2

Item	Interest Charged from
Purchases and Cash Advances	The day you make the Cash Advance or Purchase (subject to any interest free period described in Clause 5.2)
Interest charges, annual Fees and monthly Fees	The day after the interest charge or Fee is applied to the Card Account
All other Fees	The day the Fee is applied to the Card Account
<b>Balance Transfers</b>	The day the Balance Transfer is transferred to the Card Account*
Missed PartPay Payments	The day the Missed PartPay Payment is included in your Purchase Balance***
SmartPlans	The day the SmartPlan is activated**
Any other amounts	As separately disclosed to or agreed with you

<sup>\*</sup>At the expiry of the promotional period applicable to a Balance Transfer, the remaining balance will become part of the Purchase Balance or Cash Balance in line with the terms of the promotional offer.

#### 5.4 Adjustments.

If you make a Purchase (other than a PartPay Purchase) that is later refunded you will be charged interest on that Purchase for the period between the date of the original transaction and the date of the refund unless an interest free period applies.

We will adjust your Card Account in relation to the relevant Purchase amount if we discover an error, a payment to the Card Account is dishonoured, or transactions are reversed following a dispute or unauthorised use. In the case of a PartPay Balance payment we may also adjust a PartPay Payment Schedule.

<sup>\*\*</sup>If any SmartPlan Balance remains outstanding at the end of the SmartPlan term it will be transferred back to your Purchase Balance, Cash Advance Balance or Balance Transfer Balance (depending on where the balance was prior to being on a SmartPlan) and will have interest applied accordingly.

<sup>\*\*\*</sup>See your PartPay Terms for details on when a Missed PartPay Payment is included in your Purchase Balance.

#### 6.0 Paying your Card Account.

#### 6.1 How much you have to pay each month.

You must pay at least the Minimum Payment Due as shown on each statement by the due date. If you fail to do so, we may apply a Missed Payment Fee to the Card Account. (Please refer to your Financial Table for the Fees applicable to your account.) You can choose to pay more than the Minimum Payment Due.

Account credits such as refunds, reversals, cashback and overpayments in prior months, do not count towards the Minimum Payment Due. PartPay Balance payments credited to your Card Account between your statement date and the due date for that statement, will count towards the Minimum Payment Due.

If you cannot make a payment, you must contact us promptly as we may be able to help you.

## 6.2 How you can make your payment.

Payments (other than PartPay Balance payments) must be made in Australian Dollars using one of the ways listed in your statement. You can also opt to have your payment made automatically through our Card Autopay facility, further details of which can be found at: westpac.com.au/autopay

See the PartPay Terms for details on how you can make a PartPay Balance payment.

You should allow plenty of time ahead of your payment due date for your payment to reach us, for us to process it and for funds to clear into your account. After we receive your payment we will process and credit the verified amount to the Card Account as soon as we can. You can only access an amount that you have paid once the payment has cleared. Processing and clearing times will depend on how you pay and at what time of day. For more information about processing times, please call us. For Smart ATM processing and cut-off times visit westpac.com.au and search 'ATM features'.

#### 6.3 How we apply your payments.

Payments to the Card Account are applied to:

- 1. balances owing on your most recent statement; and then
- 2.transactions made since your last statement was issued.

Within each balance or group of balances above we pay off the balances in order of the Annual Percentage Rate they attract, from highest to lowest. If the same Annual Percentage Rate applies to more than one amount, we apply the payment to those amounts in the following order:

- Interest charges incurred to date;
- Fees incurred to date; and
- Transactions (such as Cash Advances, Purchases or Missed PartPay Payments).

Within each of the three categories above, the payment is applied in the order in which the relevant amount was debited to the Card Account.

If you have more than one promotional plan on your account where special terms apply (for example a Balance Transfer offer) and they both have the same Annual Percentage Rate, we will apply payments to the oldest plan first.

If you have a SmartPlan see Clause 7.6. If you have a PartPay Card see your PartPay Terms.

## 7.0 Westpac SmartPlan.

#### 7.1 What is a SmartPlan?

A SmartPlan helps you split an eligible large Purchase and part or all of your credit card balance (excluding your PartPay Balance) into manageable instalments. When you set up a SmartPlan your Card Account balance will be split into:

- a SmartPlan Balance this will include all of your active SmartPlans
- · your Main Account Balance, which is made up of any remaining amounts.

Setting up a SmartPlan does not change the credit limit of your Card Account or your obligation to keep your total balance within your credit limit as detailed in Clause 3.6.

#### 7.2 How do you set up a SmartPlan?

You can ask us to set up a SmartPlan using Online Banking (either on your desktop or in the Westpac mobile app). Your request may take up to 2 business days, but we will notify you if we accept your request. The maximum number of SmartPlans you can have at one time is eight (8).

#### 7.3 Are there Fees and charges?

We will advise you of the Annual Percentage Rate and any Fees that apply to your SmartPlan when you ask for it to be set up. All applicable Fees and interest charges will be added to the total SmartPlan Balance and be included in your instalment payments.

When you ask us to set up your SmartPlan, we will provide you with an 'Estimated Total Repayment' figure. The actual amount you will pay will vary depending on the date your SmartPlan is activated and on the payments that you make.

#### 7.4 How does SmartPlan affect what you need to pay each month?

When you set up a SmartPlan you will choose the number of monthly instalment payments you will need to make. To keep the SmartPlan open you need to pay these instalments by the due date on your statement each month.

Having a SmartPlan doesn't change your obligation to always pay the Minimum Payment Due each month as explained in Clause 6.1.

#### 7.5 Does a SmartPlan change Autopay instructions?

Setting up a SmartPlan will affect your Autopay. If you have set up Autopay to pay a fixed dollar amount or a fixed percentage of your balance you will need to update your preference before you can request a SmartPlan. If you have a PartPay Card, it will not affect your Autopay for that card as that arrangement only applies to your PartPay Payments.

To set up a SmartPlan you must change your Autopay instruction to either pay the:

- Monthly Payment Balance to retain interest free periods; or
- Monthly Payment to meet your minimum payment requirements on your Main Account Balance and pay your SmartPlan instalment.

If you already have Autopay set to one of these options the amounts collected will be automatically adjusted to include any SmartPlan instalments.

Regardless of any changes due to you setting up a SmartPlan, Autopay will always collect at least the Minimum Payment Due.

## 7.6 How does SmartPlan affect how we apply your payments?

When you have a SmartPlan we will adjust the order in which payments are applied to your Card Account. Payments will be applied in the following order:

- 1. To the SmartPlan instalment(s) shown on your most recent statement\*
- 2. To your Main Account Balance (excluding your PartPay Balance) in the order as described in Clause 6.3
- 3. To any outstanding SmartPlan Balance(s)\*
- 4. To your PartPay Balance in accordance with Clause 6 of your PartPay Terms

\*If you have more than one we pay them off in order of the Annual Percentage Rate they attract, from highest to lowest. If two or more SmartPlans have the same Annual Percentage Rate, payments will be applied first to the oldest SmartPlan.

By setting up a SmartPlan, you are asking us to apply payments in this way. In some circumstances, this means you might pay more interest than if you did not have a SmartPlan. You can cancel your SmartPlan at any time via Online Banking.

## 7.7 What happens if you do not pay your SmartPlan instalment in full or pay late?

If you do not pay your SmartPlan instalment in full by the due date we may cancel your SmartPlan and move the balance back to the Main Account Balance. We will not refund any Fees you may have paid to set up your SmartPlan.

If we allow your SmartPlan to continue we will not adjust your SmartPlan instalments. When this happens you will need to make catch-up payments to ensure your SmartPlan Balance is paid in full by the end of the plan term.

If any SmartPlan Balance remains outstanding at the end of the SmartPlan term it will be transferred back to your Purchase Balance, Cash Advance Balance or Balance Transfer Balance (depending on where the balance was prior to being on a SmartPlan) and will have interest applied accordingly.

#### 7.8 When does a SmartPlan end?

Your SmartPlan will end:

- on the last day of the SmartPlan term; or
- when you pay off the full SmartPlan Balance; or
- when the SmartPlan is cancelled.

You can cancel your SmartPlan at any time in Online Banking.

We may cancel a SmartPlan if:

- You fail to pay your SmartPlan instalment by the due date shown on your statement; or
- You make an arrangement with us to pay less than the Monthly Payment; or
- You do not comply with your obligations under these Terms and Conditions.

We will notify you if we cancel a SmartPlan.

## 8.0 What to do if you have a problem.

#### 8.1 Security problems and transaction disputes.

#### Security problems.

If your Card is lost or stolen or you believe your PIN or other passcodes have been compromised you must contact us immediately. If you fail to do so you may be liable for any losses that result from your failure to notify us or any delay in doing so.

#### Unauthorised transactions.

If you believe your Card has been used to make transactions without your permission you must contact us immediately so that we can block the Card Account and investigate the issue.

#### Other transaction disputes.

If you are not happy with goods and services you have purchased with your Card or you believe the Merchant has charged you incorrectly you should first try to resolve your dispute with that Merchant. If this does not resolve your dispute you may have additional rights under the Mastercard or Visa dispute process. Please call us or use the 'Dispute this transaction' function within Online Banking. We encourage you to notify us of the dispute as soon as possible and if we ask you for further information you must provide that information within 14 days (or such longer period as it may be reasonable to allow). Our ability to obtain a refund may be restricted under Mastercard or Visa rules depending on how quickly you notify us.

For further information on what to do and the options available to you when problems occur please visit:

 $\underline{westpac.com.au/fraud-disputes-lost-stolen-cards}$ 

#### Liability for unauthorised transactions and system failures.

We apply the ePayments Code to determine liability for any losses that result from unauthorised electronic transactions or systems or equipment malfunctions. The below provides examples of when you may be liable for losses from an unauthorised transaction and when you are not. For more information, see the ePayments Code at ASIC's website: <a href="https://www.asic.gov.au">www.asic.gov.au</a>.

#### When you may be liable\*

- When you contributed to the loss through fraud or failing to protect your PIN as set out in Clause 2.1
- When you leave your Card in an ATM
- When you unreasonably delay in telling us about the misuse, loss or theft of your Card, or that the security of your PIN has been breached

#### When you are not liable

- When it is clear that you did not contribute to the loss\*\*
- Losses due to our (or our people's) fraud or negligence
- Transactions incorrectly charged more than once to the Card Account
- Unauthorised transactions after you tell us about a Card, PIN or password security issue
- Unauthorised transactions that can be made using your Card number and expiry date, without your Card, PIN or other password
- Losses arising from a system malfunction where a transaction is not completed in line with instructions you have submitted and that have been accepted by the system

To avoid liability for transactions involving handwritten signatures, you must also adequately protect your Card.

## 8.2 Resolving problems and complaints.

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 Customer Solutions Team.

If you are not satisfied with our response or handling of your complaint, you may be able to lodge a complaint with the free, independent external dispute resolution scheme, the Australian Financial Complaints Authority (AFCA). AFCA's details can be found at the front of this document.

<sup>\*</sup> You will not be liable for the portion of losses that exceed your credit limit, or that were incurred in one day in excess of your transaction limit.

<sup>\*\*</sup>Where losses arise from a transaction that requires a PIN and it is not clear if you contributed to the loss your liability will be no more than \$150.

#### 9.0 Closing your Card Account or cancelling your Card.

#### 9.1 Your right to close your Card Account.

You may ask us to close your Card Account through Online Banking or by contacting us. When we receive a closure request we will cancel your Cards immediately and close your Card Account (which ends your Credit Card Contract) as soon as your balance is repaid in full.

To cancel an Additional Card (but not close the Card Account) please notify us in branch or by phone.

To cancel a PartPay Card please see your PartPay Terms.

## 9.2 Our right to cancel a Card or block the Card Account.

We may cancel a Card or block the Card Account without giving notice:

- if we suspect fraud or need to take action to prevent losses;
- to manage regulatory risk;
- where we reasonably believe the use of an account has caused harm (including financial abuse) to another person; or
- for any other reason determined by us acting reasonably.

We may also cancel a Card or block the Card Account if you are in default. Further details are provided below in Clause 9.3.

If your account has a positive (credit) balance when it is closed by you or us, we may:

- transfer that amount to another account in your name that you hold with us; and/or
- attempt to contact you to return the amount.

If we have given you notice and you have not contacted us to seek return of the amount and it is less than \$10, we may transfer those funds to a charitable organisation or association.

#### 9.3 Our rights when you are in Default.

You are in default if:

- You don't make the required payments when due (for the avoidance of doubt you will not be in default if you do not pay a PartPay Payment by its PartPay Payment Date);
- · You become bankrupt or enter into any arrangement with creditors; or
- You or the Additional Cardholder do any of the following and, in our reasonable opinion, this has a material impact on our credit, legal or reputational risks:

- fail to comply with the law;
- engage in conduct that is misleading;
- use the Card Account for a non-approved purpose.

When you are in default the Bank may require immediate payment of all amounts you owe under this Credit Card Contract, including amounts accrued or charged but not yet debited to your account. You may also have to pay reasonable enforcement expenses, including any amount reasonably incurred by the use of our staff and facilities.

Before we require immediate repayment in full, you will normally be given 30 days' written notice to allow you an opportunity to remedy the default. Sometimes we may immediately start enforcement proceedings without providing notice, for example where:

- we believe, on reasonable grounds, that we were induced by fraud on your part to enter into this Credit Card Contract;
- we have made reasonable efforts to locate you without success; or
- a court authorises us to commence enforcement proceedings without notice to you.

## 9.4 What you must do when a Card is cancelled or the Card Account is closed.

When the Card Account has been closed or a Card (other than a PartPay Card) has been cancelled for any reason, you must:

- Destroy the Card(s) in a secure manner. If you cannot destroy an Additional Card you must tell the Additional Cardholder not to use the Card and tell us so that we may cancel the Card.
- Cancel any recurring payments which are linked to the Card Account because, although a stop may have been placed on the Card Account, the Additional Card may still be used in some circumstances that are out of our control.

You will remain liable for recurring payments which have not been cancelled, and transactions debited to the Card Account which were made before closing your account.

While the Card Account remains open, even if a Card is cancelled or a Card Account is blocked, you must continue to meet your payment obligations and all other obligations under these Terms and Conditions. Fees and charges including interest will continue to apply until the balance is paid off and the Card Account is closed.

Please see the PartPay Terms for details on what you must do when your PartPay Card is cancelled.

### 10.0 Our additional obligations and rights.

#### 10.1 Right of set-off.

Where you also have another account with Westpac (for example a deposit account) we may use funds from one to pay amounts owed on the other. Unless specifically allowed under law, you may not set off or deduct any amounts we owe you against amounts you owe on your Card Account.

#### 10.2 Right of assignment.

We may assign our rights under your Credit Card Contract to someone else. You may not assign your rights under your Credit Card Contract to another person.

#### 10.3 Right of variation.

We may make the following changes to the Credit Card Contract:

- Changes to interest (including changing the Annual Percentage Rate(s) or how we calculate and apply interest);
- Changes to your payments (for example, how much, how they are calculated or when or how often you need to pay);
- Changes to Fees (including introducing new Fees, changing the amount of them or the time of payment);
- Changes to credit or transaction limits (including reducing your credit limit);
- Other changes that:
  - reflect changes in law, official directives, or the guidance from a regulator;
  - reflect changes to our business or systems;
  - reflect current industry or market practice or conditions;
  - are administrative or correct a mistake;
  - we reasonably think you will benefit from;
  - are reasonably necessary to protect our legitimate interests.

We will generally apply these changes to a class of customers or a product, but where they reflect changes to a credit limit, our risk associated with you, a mistake on your account or will be beneficial to you, we may apply them just to you.

#### How and when we notify you of changes.

Changes to Annual Percentage Rates	
How	In writing (which may be on your statement) or a notice we publish*
When	As soon as reasonably possible, but no later than the day the change happens.

Changes to Fees	
How	In writing (which may be on your statement) or a notice we publish*
When	As soon as reasonably possible. However, if we believe the change is unfavourable to you, we will give you notice at least 30 days in advance.**

Changes that reduce your obligations, extend the time for payment	
How	In writing (which may be on your statement)
When	As soon as reasonably possible but no later than the next statement after the change takes effect.

Any other changes (including reducing your credit limit or changes that we believe are unfavourable to you)	
How	In writing (which may be on your statement)
When	As soon as reasonably possible, at least 30 days in advance.**

<sup>\*</sup>We may use a range of means of publishing a notice from time to time, including in a newspaper, on our website or our Online Banking app, or a combination of one or more of these. We will also inform you of the change before or when we send you the next statement after the change takes effect.

Where we are allowed to do so, we can notify you of changes electronically (e.g. by email or messages in Online Banking).

<sup>\*\*</sup>Where it is reasonable for us to manage a material and immediate risk (for example, you are in default, or your Card Account has been inactive for 6 months), or immediately restore or maintain the security of one of our systems, or a Card Account, we may make unfavourable changes with less notice or no notice.

#### 10.4 Tax Reporting Obligations.

We are required under domestic and international laws to collect and report financial and account information relating to individuals and organisations who are, or may be, foreign tax residents. We may ask you whether you or any shareholder, beneficiary, settlor or controlling person are a foreign tax resident from time to time, such as when you open an account with us, or if your circumstances change. If you do not provide this information to us, including information about the foreign tax identification number for all countries you or any shareholder, beneficiary, settlor or controlling person are a foreign tax resident of, we may be required to limit the services we provide to you. This could include not opening your product, or limiting functions or services of your product, or closing it.

Unless you tell us otherwise, by completing any application for products covered by these terms and conditions, you certify that you, any shareholder, named beneficiary, settlor or controlling person is not a foreign tax resident. You must tell us if you, or any shareholder, named beneficiary, settlor or controlling person is, or becomes, a foreign tax resident (unless an exemption applies, such as for shareholders of listed companies). Where there are no named beneficiaries (e.g. for beneficiaries identified only as a class) you must tell us if a beneficiary is a foreign tax resident immediately when any decision is made to identify such beneficiary and, in any case, before such distribution is to be made to them. You may contact us to provide foreign tax residence information by calling 1300 725 863. We cannot give tax advice, so please contact your independent tax advisor if you need help finding out whether any person is a foreign tax resident.

## 11.0 Meaning of important terms.

**Annual Percentage Rate** – An annual interest rate that applies to a balance category (e.g. Purchases, Cash Advances or Balance Transfers) of your Card Account as specified in the Financial Table, as advised to you from time to time or as specified in a promotional offer.

**Balance Transfer** – A balance transferred to your Card Account from another card account to which specific terms may apply.

Bank, Westpac, our, we, or us – Westpac Banking Corporation ABN 33 007 457 141 AFSL and Australian credit licence 233714.

**Card, or Credit Card** – Any credit card (whether in plastic or digital form) issued by us to you or to an Additional Cardholder, which can be used to access credit on your Card Account, and includes, for the avoidance of doubt, any PartPay Card.

**Card Account** - The account used to record transactions under the Credit Card Contract.

Cash Advance - A transaction where you:

- withdraw cash
- pay for items we consider to be equivalent to cash (for example; foreign currency including cryptocurrency, traveller's cheques, money orders or stored value cards)
- transfer funds to another account or stored value card (for example a bank account, trading account or prepaid card) except where this is done as a Balance Transfer
- pay bills over the counter or through a third party (other than BPAY)
- pay a Merchant that provides gambling services and products, including Merchants that sell lottery tickets,

or anything else we treat as being a Cash Advance.

We classify transactions using information provided to us by the card scheme (Visa or Mastercard), which tells us about the main type of business conducted by the Merchant. All transactions with Merchants, especially those whose main business is listed above, may be treated as Cash Advances.

**Financial Table** - The document attached to your letter of offer that forms part of your Credit Card Contract and contains important details such as the interest rates and Fees that apply to your Card Account.

**Fees** - Fees and charges that apply to your Card Account as specified in the Financial Table, as advised to you from time to time, or as specified in a promotional offer.

**Main Account Balance** - The balance of your Card Account less any SmartPlan Balance.

**Merchant** - A provider of goods or services who accepts payment by Card.

**Minimum Payment Due** - The minimum payment you must make each month under your Credit Card Contract. Details of how this is calculated are set out in the Financial Table or advised to you from time to time.

**Minimum Payment Due on Main Account Balance** – The minimum payment that relates to your Main Account Balance. Calculated the same way we work out the Minimum Payment Due but using the Main Account Balance instead of the whole closing balance of your Card Account to work out that amount.

**Missed PartPay Payment** – Has the meaning given to that term in Clause 4 of the PartPay Terms.

**Monthly Payment** – The amount you must pay each month if you want to keep your SmartPlans active. Calculated as the Minimum Payment Due on Main Account Balance plus any SmartPlan instalments shown on a statement.

**Monthly Payment Balance** – The amount you must pay to retain an interest free period. Calculated as the Main Account Balance minus the Balance Transfer Balance and the PartPay Balance plus any SmartPlan instalments shown on a statement.

**Online Banking** – All methods that we provide to allow you to digitally access and manage your Card Account. This Includes mobile/tablet apps, and browser-based access. Online Banking is governed by separate Terms and Conditions located on our website.

PartPay Payment - Has the meaning given to it in the PartPay Terms.

**PartPay Purchase** – An 'eligible Purchase' (as defined in the PartPay Terms) made using your PartPay Card.

**PartPay Terms** - The Westpac document with PartPay Card Terms and Conditions in its title.

**Purchase** - All payments you make using your Card (other than a PartPay Card) that are not Cash Advances or Balance Transfers.

**SmartPlan** - An instalment plan available on your Card Account to which specific terms may apply.

**Tokenised Credentials** - The unique number created in some circumstances by the card scheme (Mastercard or Visa) which represents your Card number and may be used by a Merchant to process payments.

**You** - The person who is the owner of the Card Account and who is responsible for all transactions on the account.

## **Credit Guide**

This Credit Guide gives you important information about the products we provide which are regulated by the National Credit Code ('consumer lending products').

In this document, the words 'we', 'us', 'our' and 'Westpac' refer to Westpac Banking Corporation. References to the 'Westpac Group' refer to all our related bodies corporate. The Westpac Group has additional products and services that are not covered by this document. In your interaction with the Westpac Group, you may receive Financial Services Guides and additional Credit Guides.

Westpac's consumer lending products include:

- Credit cards
- Home loans
- Residential property investment loans, and
- Personal loans.

#### 1.0 Our general obligations.

In relation to our consumer lending products, we will not, as a credit provider:

- Enter into a credit contract with you; or
- Increase the credit limit of a credit contract with you,

if we assess that the credit contract is unsuitable for you.

We refer to this assessment as the Suitability Assessment. To make this assessment, we will make reasonable inquiries about your:

- requirements and objectives in relation to the credit contract or credit limit;
   and
- financial situation and take reasonable steps to verify.

#### 2.0 When will the credit contract be unsuitable?

A credit contract will be unsuitable if:

- The credit contract does not meet your requirements or objectives; or
- It is likely that you will be unable to comply with your financial obligations under the credit contract; or
- It is likely that you could only comply with your financial obligations under the credit contract with substantial hardship.

#### 3.0 How can you access a copy of the Suitability Assessment?

If your application for credit or increase in credit has been approved, you can call 132 032 and request a written copy of the Suitability Assessment which we will provide within the following timeframes:

Your request is made:	We will give you your assessment:
Before the Credit Day*	As soon as possible after we receive your request
Up to 2 years after the Credit Day*	Within 7 business days after we receive your request
Between 2 and 7 years after the Credit Day*	Within 21 business days after we receive your request

<sup>\*</sup>The Credit Day is the date the credit contract is entered into or the credit limit is increased.

We are not required to provide you with a copy of the assessment if the credit application or increase has been declined or if the credit contract your request relates to was entered into before 1 January 2011.

#### 4.0 Getting your complaint heard.

Please talk to us first.

We aim to resolve your complaint at your first point of contact with us, so we encourage you to raise your complaint through any of the following channels:

- . 132 032
- westpac.com.au/contact-us/feedback-complaints
  Reply Paid 5265, Sydney NSW 2001

#### 5.0 Our Customer Solutions Team.

In the unlikely event that we can't resolve your complaint at your first point of contact with the Bank, we will escalate your complaint to our Customer Solutions Team for further investigation.

#### 6.0 What to do if you are still not happy.

If you are not satisfied with our response, you may lodge a complaint:

#### Australian Financial Complaints Authority (AFCA).

Online: <a href="www.afca.org.au">www.afca.org.au</a>
Email: <a href="mailto:info@afca.org.au">info@afca.org.au</a>

**Phone:** 1800 931 678 (free call)

**Mail:** Australian Financial Complaints Authority

GPO Box 3

Melbourne VIC 3001

#### Australian Securities and Investments Commission (ASIC).

ASIC has a free call Infoline on 1300 300 630. You can call this number to make a complaint and to obtain information about your rights.

#### Office of the Australian Information Commissioner.

You may also make a complaint to the OAIC where your complaint is about the way we handle your personal information. OAIC requires you to first lodge a complaint with us. The law also allows 30 days for us to deal with your complaint before you can make a complaint to the OAIC.

The contact details for OAIC are set out below:

Online: www.oaic.gov.au
Online enquiries: Enquiry Form
Phone: 1300 363 992

**Post:** Office of the Australian Information Commissioner

GPO Box 5218 Sydney NSW 2001

## **Information Statement**

#### Things you should know about your proposed credit contract.

Westpac is your credit provider. This statement tells you about some of the rights and obligations, you and we have. It does not state the terms and conditions of your contract.

If you have any concerns about your contract, contact us and, if you still have concerns, the AFCA scheme, or get legal advice.

#### The contract.

#### 1. How can I get details of my proposed credit contract?

We must give you a precontractual statement containing certain information about your contract. The precontractual statement, and this document, must be given to you before:

- Your contract is entered into: or
- You make an offer to enter into the contract:

whichever happens first.

#### 2. How can I get a copy of the final contract?

If the contract document is to be signed by you and returned to us, you must be given a copy to keep. Also, we must give you a copy of the final contract within 14 days after it is made. This rule does not, however, apply if we have previously given you a copy of the contract document to keep.

If you want another copy of your contract, write to us and ask for one. We may charge you a Fee. We have to give you a copy:

- Within 14 days of your written request if the original contract came into existence 1 year or less before your request; or
- Otherwise within 30 days' of your written request.

#### 3. Can I terminate the contract?

Yes. You can terminate the contract by writing to us so long as:

- You have not obtained any credit under the contract; or
- A card or other means of obtaining credit given to you by us has not been used to acquire goods or services for which credit is to be provided under the contract.

However, you will still have to pay any Fees or charges incurred before you terminated the contract.

#### 4. Can I pay my credit contract out early?

Yes. Pay us the amount required to pay out your credit contract on the day you wish to end your contract.

#### 5. How can I find out the pay-out figure?

You can write to us at any time and ask for a statement of the pay-out figure as at any date you specify. You can also ask for details of how the amount is made up.

We must give you the statement within 7 days after you give your request to us. You may be charged a Fee for the statement.

#### 6. Will I pay less interest if I pay out my contract early?

Yes. The interest you can be charged depends on the actual time money is owing. However, you may have to pay an early termination charge (if your contract permits us to charge one) and other Fees.

#### 7. Can my contract be changed by Westpac?

Yes, but only if your contract says so.

## 8. Will I be told in advance if Westpac is going to make a change in the contract?

That depends on the type of change. For example:

- You get at least same day notice for a change to an Annual Percentage Rate. That notice may be a written notice to you or a notice published by your credit provider.
- You get 30 days' advance written notice for:
  - A change in the way in which interest is calculated; or
  - A change in credit Fees and charges; or
  - Any other changes by Westpac

except where the change reduces what you have to pay or the change happens automatically under the contract.

## 9. Is there anything I can do if I think that my contract is unjust?

Yes. You should first talk to us. Discuss the matter and see if you can come to some arrangement.

If that is not successful, you may contact the AFCA scheme. The AFCA scheme is a free service established to provide you with an independent mechanism to resolve specific complaints.

The AFCA scheme can be contacted at:

#### **Australian Financial Complaints Authority**

Online: <a href="www.afca.org.au">www.afca.org.au</a>
Email: <a href="mailto:info@afca.org.au">info@afca.org.au</a>

**Phone:** 1800 931 678 (free call)

Mail: Australian Financial Complaints Authority

GPO Box 3

Melbourne VIC 3001

Alternatively, you can go to court. You may wish to get legal advice, for example from your community legal centre or Legal Aid.

You can also contact ASIC, the regulator, for information on 1300 300 630 or through ASIC's website at www.asic.gov.au.

#### General.

#### 10. What do I do if I cannot make a repayment?

Get in touch with us immediately. Discuss the matter and see if you can come to some arrangement. You can ask us to change your contract in a number of ways:

- To extend the term of your contract and reduce payments; or
- To extend the term of your contract and delay payments for a set time; or
- To delay payments for a set time.

#### 11. What if we cannot agree on a suitable arrangement?

If we refuse your request to change the repayments, you can ask us to review this decision if you think it is wrong.

If we still refuse your request you can complain to the AFCA scheme. Further details about this scheme are set out below in question 13.

## 12. Can Westpac take action against me?

Yes, if you are in default under your contract. But the law says that you cannot be unduly harassed or threatened for repayments. If you think you are being unduly harassed or threatened, contact the AFCA scheme or ASIC, or get legal advice.

#### 13. Do I have any other rights and obligations?

Yes. The law will give you other rights and obligations. You should also READ YOUR CONTRACT carefully.

If you have any complaints about your credit contract, or want more information, contact us. You must attempt to resolve your complaint with us before contacting the AFCA scheme. If you have a complaint which remains unresolved after speaking to us you can contact the AFCA scheme or get legal advice.

The AFCA scheme is a free service established to provide you with an independent mechanism to resolve specific complaints. The AFCA scheme can be contacted at:

Australian Financial Complaints Authority

Online: <a href="www.afca.org.au">www.afca.org.au</a>
Email: <a href="mailto:info@afca.org.au">info@afca.org.au</a>

Phone: 1800 931 678 (free call)

Mail: Australian Financial Complaints Authority

GPO Box 3

Melbourne VIC 3001

Please keep this information statement. You may want some information from it at a later date.

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Westpac acknowledges the Traditional Owners as the custodians of this land, recognising their connection to land, waters and community. We pay our respects to Australia's First Peoples, and to their Elders, past and present.

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