



# **WESTPAC DEBIT CARD CONDITIONS OF USE**



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# 1. Debit Card Conditions of Use

## 1.1 Important information about these Conditions of Use.

These Conditions of Use contain the terms and conditions that apply to the following types of Card:

- Westpac Debit Mastercard®
- Westpac Airpoints™ Debit Mastercard®.

The Westpac General Terms and Conditions also apply to your use of your Card.

If there's a conflict between the terms of these Conditions of Use and the terms of the Westpac General Terms and Conditions, to the extent the terms are about substantially the same thing then the terms in these Conditions of Use will apply. If it makes sense for both of the terms to apply, then both will apply.

They include some obligations on you that relate to the Mastercard Rules. These are included either because of the operation of the Mastercard Rules or because our obligations to Mastercard require that we include them.

Please read this document and keep it in a safe place.

If, at any time, we have a 'Customer Commitment', the commitments in that 'Customer Commitment' don't apply to these Conditions of Use.

We recommend that you read these Conditions of Use carefully. If you're unsure about anything, we're happy to answer any questions. We also recommend you seek legal advice if there is anything that you don't understand in these Conditions of Use.

## 1.2 Use of examples and other additional information.

We've included some examples where we think it might be helpful to you.

Examples will be in a grey box like this:

**Example – When we illustrate an example it will look like this.**

We've also included some additional information to bring certain important details to your attention.

This additional information is set out next to an icon like this:



**You should always consider the trustworthiness and standing of the merchant before you complete any transaction.**

These examples and additional information do not form part of these Conditions of Use.

When we say 'including' in these Conditions of Use, it means we are providing one or more examples but we aren't limiting what could be included.

Our contact details are:

**0800 888 111**

Westpac New Zealand Ltd,  
PO Box 934 Shortland Street  
Auckland 1140.

### **1.3 Your agreement with us is made up of:**

- These Conditions of Use
- 'Credit and Debit card service fees' section of the Transaction and Service Fees brochure.

By activating your Card or using a Payment Instrument to access your Account, you confirm you agree to these terms.

In addition to these Conditions of Use, you'll also need to comply with any terms and conditions which apply to your Account when you use your Card or Payment Instrument.

### **1.4 You must:**

- Keep your Card, any Payment Instrument and PINs secure, and
- Promptly tell us if you change your personal details (including your name, address, telephone or mobile numbers and email address). If you don't tell us, you may miss out on important information.

If you have any queries about your Card, you can call us on **0800 888 111**.

If you need to write to us, our address is:

**Westpac, Private Bag 92503  
Victoria Street West  
Auckland 1142.**

We can also accept electronic communications. Find out more information by following the Contact us link on our website [westpac.co.nz](https://www.westpac.co.nz).

## **1.5 Meaning of certain words in these Conditions of Use.**

**We, us or Westpac** – means Westpac New Zealand Limited. It also includes our agents. The word ‘**our**’ has a similar meaning.

**You** – means the person or business who we issue the Card to. ‘**Your**’ has a similar meaning.

Certain other words used in these Conditions of Use also have special meanings. We have included a list of these words in the ‘**Definitions**’ section towards the end of these Conditions of Use. Words that are included in the definitions section are capitalised – for example ‘your Account’.

## **1.6 Receiving your Card.**

- Cards must not be sent overseas. Please contact us if you need to send a Card to a person who is overseas.

## **1.7 Additional terms and conditions.**

- All Cards remain our property at all times
- Do not copy or reproduce any Card
- We may ask you to return or destroy your Card (or any Card we have issued to an additional cardholder). We’ll only ask for this to happen in reasonable circumstances.

## **1.8 PINs.**

- You’ll need to have a PIN to use your Card in electronic funds devices such as ATMs and EFTPOS terminals. You’ll also need a PIN if you want to use any other Payment Instrument that requires the use of a PIN
- You can self-select a PIN online at the time you apply for your Card

- If you haven't self-selected a PIN online you'll need to visit a Westpac branch and provide suitable ID (e.g., passport or driver's licence)
- You're also able to select a PIN using Westpac One if you are a digital banking customer
- When we are reissuing a Card to you we'll pre-load it with an existing PIN which means you don't need to take any steps to select a PIN, unless you want to change it.

## 2. Keeping Cards, PINs and Payment Instruments safe

- It is important that you keep Cards, PINs and Payment Instruments safe. You need to comply with all relevant requirements in this section
- You must not choose a PIN which is easy to guess. For example, PINs must not be numbers connected with birth dates, parts of telephone numbers, or parts of driver's licences. PINs also shouldn't be parts of the Card number, sequential or easily guessed numbers (e.g. 1234 or 2222)
- We recommend using different PIN numbers for different cards and equipment (e.g. security alarms, lockers, etc)
- You must memorise your PIN. You must not write the PIN down, especially not on the Card or on any Payment Instrument itself
- Do not tell anyone else a PIN (even any family members, police or bank staff)
- You shouldn't let anyone else use your Card, Card number, other Payment Instrument or PIN
- You must also take all reasonable care to make sure that your PIN is not disclosed. You shouldn't let anyone else see your PIN at EFTPOS Terminals or ATMs
- You must always get your Card back after using it
- You must take all reasonable care to keep your Card and Payment Instruments safe. This means that you need be very careful in any situations where another person could take the Card or Payment Instrument without being noticed (for example in nightclubs, hotels or restaurants).

If a Card or Payment Instrument is lost or stolen, it could be used by others to make transactions without your consent. You could be liable for any loss if you did not take reasonable care. – see the '**Our liabilities to each other**' section for more information about who is liable when Cards are lost or stolen.



In these Conditions of Use, if we state that you are 'liable' for a loss (or a type of loss), this means that:

- If you have suffered the loss, nobody will have to compensate you for the loss that you have suffered
- If we have suffered the loss, you will have to compensate us for the loss that we have suffered.

## 2.1 Lost and stolen Cards, Payment Instruments and PINs.

You must contact us as soon as reasonably possible if:

- Any Card or Payment Instrument is lost or stolen, or
- You believe any unauthorised person has used a Card or Payment Instrument, or knows a PIN.

If in New Zealand, please:

- Block your card in Westpac One and report it as lost or stolen
- Call us toll-free on **0800 888 111** 24 hours, seven days a week, or
- Notify any Westpac branch during business hours.

If outside New Zealand, please:

- Block your card in Westpac One and report it as lost or stolen, or
- Notify a bank which displays the Mastercard symbol, or
- Notify us by calling **+64 9 914 8026** if you cannot find a bank which displays the Mastercard symbol.

We may ask you to tell us how the Card was lost or stolen.

We may charge you a fee if we replace a Card. Please see the '**Fees and charges**' section for more information on replacement Card fees.



## 3. Our liabilities to each other

### 3.1 Liability for lost/stolen Cards, Payment Instruments and PINs.

You need to tell us as soon as reasonably possible if a Card or Payment Instrument has been lost or stolen or a PIN is compromised.

If you have told us as soon as reasonably possible, you'll only be liable for any unauthorised use of your Card or Payment Instrument if:

- You have acted fraudulently or negligently. Acting fraudulently or negligently includes failing to do any of the things we tell you to do in the '**Keeping Cards, PINs and Payment Instruments safe**' section above, or
- You have breached any other terms in these Conditions of Use, and that breach contributed to the unauthorised use of the Card or Payment Instrument.

You won't be liable for losses that occur after you have told us that a Card or Payment Instrument has been lost or stolen or that a PIN has been compromised, unless you've acted fraudulently or negligently. The maximum amount that you'll be liable for is the lower of:

- The amount of the loss resulting from the fact that the Card or Payment Instrument has been lost or stolen or that a PIN has been compromised, at the time you tell us; or
- The maximum amount you could have accessed from your Account since your Card, Payment Instrument or PIN was lost/stolen to the time you tell us.



If your Card or Payment Instrument gives you access to an account with a credit facility (for example a home loan from us), failure to look after your Card, Payment Instrument or PIN could result in a substantial loss to you.

### 3.2 You're responsible and liable for transactions made using your Card.

We'll debit the amount of a transaction made using your Card to your Account. We'll do this for all types of transactions including the following:

- Any transactions made by Electronic Fund Transfer (EFT)
- Cash withdrawals and sales vouchers
- Mail, telephone or internet order transactions
- Recurring transactions
- Other transactions we approve.

By making a transaction by mail order, telephone order or via the internet, you authorise the relevant merchant to process an EFT transaction or issue a sales voucher. This transaction amount is then debited to your Account.

If you set up a recurring transaction to the merchant (for example, you agree with a merchant that your Account may be debited on a regular basis), then you're liable to pay the merchant those transaction amounts, even if you cancel your Card.



**You should always consider the trustworthiness and standing of the merchant before you complete any transaction.**

In certain circumstances, you may authorise a merchant to debit additional amounts to your Account without needing a signature or PIN. Your Account will be debited with these amounts.

### **3.3 Our liability to you.**

We'll be liable to pay you any amounts incorrectly charged to your Account if you've suffered loss and the incorrect charge was a direct result of either of the following:

- A faulty Card (except if the Card is obviously faulty, you know about the fault, or you have caused the fault)
- An ATM not functioning properly (except if the ATM is obviously faulty, you know about the fault, or a notice states that it is faulty).

We'll be liable for any losses you suffer that are a direct or indirect result of any of our employees or agents acting fraudulently or negligently.

We won't be liable to you for any losses you suffer that are a direct or indirect result of you using, or trying to use, a Payment Instrument in a way that breaches any terms that apply to the Payment Instrument.

By including these examples of things that we, and you, will or won't be liable for, we're not limiting any rights that

either of us have in relation to circumstances that aren't specifically mentioned.

## 4. Transaction and merchant disputes

### 4.1 Check your Account statements.

You should check your Account statements (either online or the paper Account statements we send you) to make sure they are accurate. If your Account statements show any mistakes or unauthorised transactions, you should tell us as soon as you reasonably can.

If you identify a transaction on your statement and you don't think it should be there, you may be able to get a credit for the transaction through a dispute process.

You can dispute a Contactless Transaction or mail, telephone or internet transaction, or a transaction you make overseas when:

- You've ordered something (i.e. products or services) and haven't received them
- What you received is different from what you ordered, or it's damaged in some way
- You've received counterfeit goods
- You've contacted a merchant to cancel a subscription, but you're still being charged
- The charge on your statement is not what you agreed to pay, or it's different from the amount on the receipt/invoice
- You've been promised a credit or refund but haven't received it
- You've been charged twice
- You've paid for something another way, but it has also been charged to your credit or debit card
- The transaction has appeared twice.



We can't reverse a transaction if you're unhappy with the quality of the goods or services you purchased.

## 4.2 What to do if you dispute a transaction.

If your transaction can be disputed and you've contacted the merchant first but they are unable to help, then:

- If the transaction is less than 60 days old, you can complete the Mastercard® Debit or Credit Card Dispute Online Form available at [How to dispute a credit or debit Mastercard® transaction - Help | Westpac NZ](#); and
- If the transaction is more than 60 days old but less than 90 days, please call us on 0800 888 111.



If you don't report any incorrect, invalid or unauthorised transactions within 90 days of the transaction, we can't reverse the transaction and you must pay for it.

When you tell us you dispute a transaction, you must give us the following information (if you have it) so we can fully investigate the matter:

- Your name, email address, phone number and Account number
- Detail in relation to the disputed transaction, including:
  - The date of the transaction
  - The amount of the transaction
  - The merchant's name
  - Why the transaction is being disputed
  - How the merchant responded.

We aim to respond to you within 10 working days of receiving your notice. If we don't respond within 10 working days, we'll tell you the reason for the delay. We may need to request further information from you and it can take up to 30 days to reach a final outcome.

If we find that an error did occur, we'll fix this by refunding the relevant charges to your Account.

If we find there was no error, we won't reverse any transaction. However, we'll write to you setting out the outcome of our investigation.

If you're not satisfied with that outcome and you have followed our complaints procedure (see below in the section '**What to do if you have a complaint**'), you can complain to the Banking Ombudsman by visiting [bankomb.org.nz/make-a-complaint/](https://www.bankomb.org.nz/make-a-complaint/) or calling 0800 805 950.

### 4.3 Disputes with merchants.

When you use a Card or Payment Instrument, you are instructing us on your behalf to debit your Account. You cannot stop the payment once requested. We can only reverse a transaction in limited circumstances (like those we've described in the previous section).

We're not responsible or liable for the goods or services you purchase with your Card or Payment Instrument. You should always attempt to first resolve any complaints you have with a merchant with the merchant directly.

## 5. Using Cards and Payment Instruments

### 5.1 Restrictions on transactions.

There are daily transaction value limits on your Card.

Further information relating to daily transaction value limits can be found at [westpac.co.nz/daily-transaction-limits](https://westpac.co.nz/daily-transaction-limits).

As well as a maximum daily value limit, there may also be a daily limit on the number of EFT transactions that you can make using your Card or other Payment Instrument.

If any amounts charged to your Account exceed any limit or if a transaction goes through that should not have gone through because of a restriction, you'll still owe us the full amount.

### 5.2 Where will cards be accepted?

You can use your Card at banks and merchants displaying the Mastercard or Cirrus symbol. This includes making transactions by mail, telephone or internet order or at any financial institution or electronic banking terminal, in New Zealand and in most overseas countries.

However, we're not responsible or liable if any bank or merchant doesn't:

- Accept a Card or Payment Instrument, or
- Follow proper authorisation procedures.

Please see the **"Our liabilities to each other"** section for more information about when we're responsible or liable to you.

### 5.3 How we will debit your Account.

We'll generally debit your Account on the day you make a purchase using your Card or Payment Instrument.

If your purchase was made using an electronic funds device, such as an ATM or EFTPOS Terminal, not owned by us we'll debit your Account when we are notified by the bank that owns the electronic funds device.

In some situations, we'll debit your Account on a different date due to circumstances beyond our control.

**An example of when we'll debit your Account on a different date includes when the merchant tells us about the transaction on a date later than the date of the transaction**

### 5.4 Off-Line Funds Transfer.

If you complete a transaction using an Off-Line Funds Transfer, the voucher you signed (or authorised) is your authority to us to process the transaction. We'll process the transaction as soon as we receive it.

Off-Line Funds Transfers can sometimes be accepted even when there is not enough money in your Account to cover the amount of a transaction. If an Off-Line Funds Transfer results in your Account being overdrawn, normal overdraft charges will apply.



Further information on overdrafts, including fees and charges are available from any of our branches, by calling us on **0800 888 111** or online at our website.

If an Off-Line Funds Transfer is processed to an Account that has been closed, or an Account that is open but there is not enough money in your Account to cover the amount of the transaction, you'll still need to meet any payment obligation you owe in relation to the transaction.

### 5.5 Other methods of transacting.

You can use your Card to make purchases:

- Through the mail

- Over the phone
- On the internet.

When you use your Card in this way, you authorise the merchant to process an EFT transaction or issue a sales voucher for the purchase amounts. This amount will be debited to your Account.

## **5.6 Legal and exchange controls.**

Exchange controls or other government or legal requirements may apply in relation to the use of a Card or Payment Instrument overseas. Where one of these requirements applies, we may need to delay, defer, stop, charge back or refuse to process a transaction. See the Westpac General Terms and Conditions for further information.

## **5.7 Contactless transactions.**

You can use Payment Instruments and Cards with contactless technology to make Contactless Transactions. You should be able to find a Contactless Terminal at any merchant or bank that displays the Mastercard symbol and the relevant contactless symbol.

You can only make Contactless Transactions up to certain limits without a PIN. You will need to enter your PIN or to sign for transactions if the transaction is over the maximum limit.

For New Zealand, the maximum transaction limits can be found at [westpac.co.nz](https://www.westpac.co.nz). Different limits apply overseas. We don't have any control over overseas limits.

## **5.8 Damaged or faulty Cards.**

We'll replace damaged or faulty Cards upon your request. We may ask you to tell us how the damage or fault occurred.

We may charge you a fee to replace a Card. For more information on replacement card fees, please visit our website.

## 6. Making a transaction in a foreign currency

### 6.1 Foreign exchange conversion.

Mastercard fixes their own rates of exchange. When you make a transaction in a foreign currency, Mastercard processes these transactions and converts them into New Zealand dollars at those rates.

Different currencies are treated differently:

- Mastercard converts transactions made in United States dollars directly into New Zealand dollars
- Mastercard converts transactions made in any other foreign currency into United States dollars and then converts them into New Zealand dollars.

### 6.2 Foreign exchange fees.

We'll charge a foreign currency fee on every transaction made in a foreign currency.

Details of this fee are available in the '**Credit and Debit card service fees**' section of the Transaction and Service Fees brochure, a copy of which is available at a Westpac branch or online at [westpac.co.nz](https://www.westpac.co.nz).



## 7. Fees and charges

We may charge you certain fees in connection with your Card.



Please visit our website at [westpac.co.nz](https://westpac.co.nz) or see the 'Credit and Debit card services fees' section of the Transaction and Service Fees brochure.

Fees and charges can change at any time. We'll generally give you at least 30 days' notice of any changes to fees. See the 'Making changes' section for further information.

We currently have the following fees:

- Annual card fee
- Replacement card fees (including for lost, stolen or damaged Cards)
- Urgent replacement card fees
- Courier/freight fees (to deliver new/replacement Cards)
- Foreign currency fees.

Please be aware that merchants and ATMs may also charge additional fees for certain types of transactions (for example, for contactless transactions or for withdrawing cash at an ATM).

## 8. Third party terms, conditions and benefits

Please note that other financial institutions who are parties to an EFT system may have their own terms and conditions relating to the use of a Card or Payment Instrument in EFT Terminals.

You may receive service benefit(s) for using your Cards or Payment Instruments, which are provided by a third-party supplier. If that third party withdraws the benefit, we must also withdraw the benefit.

## 9. Cancellation and closure

### 9.1 Your cancellation rights.

You may cancel your Card at any time by notifying us.

If you cancel your Card, you will not be able to use the Card or any Payment Instrument to access any Account.

### 9.2 Our cancellation rights.

We may cancel your Card at any time, if we believe it's reasonable to do so.

Some examples of when we might exercise our right to cancel your Card are:

- If we are required to do so in order to comply with a court order or other legal or regulatory obligation
- If we reasonably consider that use of your Card, Payment Instrument or any Account may cause loss to you or to us
- If you have operated your Card or a Payment Instrument fraudulently or negligently.

If we cancel your Card, you will not be able to use the Card or any Payment Instrument to access any Account.

If we send you a letter telling you that we've cancelled your Card by post it is considered to have been received by you five days after it is sent.

### 9.3 Notice of cancellation.

In most cases we'll give you at least 30 days' notice before we exercise any right to cancel your Card. However, we may give you less than 30 days' notice (or even no advance notice) if we reasonably believe we need to do so to protect our legitimate business interests.



Sometimes we may need to act quickly when exercising cancellation rights – for example if there is a potential data compromise, potential fraud, or a systems security issue.

## 9.4 We may withdraw products.

We may withdraw any products at any time. If we do this, we'll provide you with at least 30 days' notice.

# 10. Making changes

We can vary the terms that apply to your Card. We'll only do that in the circumstances listed in the Westpac General Terms and Conditions. We'll generally provide you with notice of any changes – see the Westpac General Terms and Conditions for more information.

# 11. General

## 11.1 Our complaints process.

We're here to help. So we'll acknowledge that we've received your complaint within five business days and do our best to address any issues. Learn more at [westpac.co.nz/contact-us/complaints](https://westpac.co.nz/contact-us/complaints)

## 11.2 Resolving your problem.

If we can't address your issue immediately, we will let you know when you can expect to hear back from us. Once we've addressed your issue, we'll be in touch to check you are happy with the resolution.

## 11.3 Escalating your problem.

If you're still not satisfied, our Customer Solutions team will step in to help.

Phone: **0800 351 494**

Email: [customersolutions@westpac.co.nz](mailto:customersolutions@westpac.co.nz)

## 11.4 If you want an independent review.

We're members of the Banking Ombudsman Scheme – they're here to help resolve disputes and their service is free and independent. If you're still unhappy after our review, you can get in touch with the Banking Ombudsman Scheme:

Phone: 0800 805 950

Email: [help@bankomb.org.nz](mailto:help@bankomb.org.nz)

Website: [bankomb.org.nz](http://bankomb.org.nz)

Address: **Banking Ombudsman Freepost 218002,  
PO Box 25327 Featherston Street, Wellington 6146**

## 11.5 Privacy.

We have a clear Privacy Policy that explains how we keep your information safe. The Privacy Policy is not part of these Conditions of Use. You can read more about how we collect, store, use and share your personal information at [westpac.co.nz/privacy](http://westpac.co.nz/privacy) or ask at any branch.

## 11.6 Exercise of Westpac's discretion.

When we do anything under these Conditions of Use or in relation to your Card, we'll act in a **fair and reasonable way**.

# 12. Definitions

## Meaning of certain words in these Conditions of Use.

**Account** – means any Westpac account that you choose to access funds from by using your Card or Payment Instrument.

**ATM** – means an automatic teller machine.

**Card** – means your Westpac Debit Mastercard or Westpac Airpoints Debit Mastercard (as applicable to you).

**Contactless Terminal** – means an EFT Terminal which can be used to make a Contactless Transaction.

**Contactless Transaction** – means a transaction made by holding a Card with contactless technology or Payment Instrument close to the Contactless Terminal without having to insert or swipe it.

**EFT** – means Electronic Funds Transfer, which is the electronic process which allows you to withdraw funds from the Account. You can authorise an Electronic Funds Transfer by using your Card or Payment Instrument at an EFT Terminal.

**EFT Terminal** – means a device which makes EFT transactions and includes ATMs and EFTPOS Terminals.

**EFTPOS Terminal** – means an EFT Terminal located at a merchant's point of sale.

**Off-Line Funds Transfer** – means a transaction using your Card when an EFT Terminal is not working or where the merchant does not have EFT facilities.

**Payment Instrument** – means any instrument or device linked to your transaction Account (such as a mobile phone or watch) that can be used to make transactions on your transaction Account.

**PIN** – means the personal identification number associated with your Card or other PIN-enabled Payment Instrument that you enter at EFT terminals to make transactions.

**Westpac One** – means Westpac One® digital banking, our online banking service.

Westpac One® is a registered trademark of Westpac Banking Corporation.

Mastercard® is a registered trademark and the circles design is a trademark of Mastercard International Incorporated.

# WESTPAC AIRPOINTS™ TERMS AND CONDITIONS

The terms and conditions in this section apply to you if you have a Westpac Airpoints Debit Mastercard®. We refer to this section as the 'Westpac Airpoints Terms and Conditions'.

If there is a conflict between these Westpac Airpoints Terms and Conditions and the Conditions of Use, the Conditions of Use take priority.

## Meaning of certain words.

**We, us or Westpac** – means Westpac New Zealand Limited. It also includes our agents. The word '**our**' has a similar meaning.

**You** – means the person who opens, and is responsible for, the Account. '**Your**' has a similar meaning.

Certain other words used in these Westpac Airpoints Terms and Conditions have special meanings. We have included a list of these words in the '**Definitions**' section towards the end of this document. Words that are included in the Definitions section are capitalised – for example 'Nominated Earner'.

## 1. Earning Airpoints Dollars™

The Nominated Earner will need to be a current member of the Airpoints programme. You'll need to let us know their Airpoints number to be eligible to earn Airpoints Dollars™.

We're not responsible for providing Airpoints Dollars or the associated tier status and privileges. These are determined by Air New Zealand and subject to the Air New Zealand Airpoints terms and conditions.

You must let us know if the Nominated Earner stops being a member of the Airpoints Programme.

The Nominated Earner will earn Airpoints Dollars every time you use a Card or any Payment Instrument to make an eligible transaction.

All purchases or payments are 'eligible transactions' apart from:

- Fees, charges or interest
- Tax payments (including local council rates and ACC levies)
- Gambling chips or gambling transactions (including online gambling)
- Cash withdrawals from your Account – if any part of a transaction is a cash withdrawal then that part is not an 'eligible transaction'
- Money orders, traveller's cheques and foreign currencies in cash
- Transactions that we reasonably believe are business-related expenditures
- Transactions made in any period during which the Nominated Earner's Airpoints membership is suspended by Air New Zealand or at any time after it is terminated for any reason.

The Nominated Earner will only earn Airpoints Dollars when the transactions are charged to your Account. This means they won't earn Airpoints Dollars when you complete transactions on a different account – like a separate savings account that can be accessed by using your Card.

If we believe we have reasonable grounds for doing so, we can suspend the earning of Airpoints Dollars or any other Airpoints benefits. If we suspend the earning of Airpoints Dollars, the Nominated Earner won't earn any Airpoints Dollars for eligible transactions while the suspension is in place.

We or Air New Zealand or its partners might also offer additional ways to earn further Airpoints Dollars from time to time.

Sometimes we'll partner with third parties to offer promotional Airpoints Dollars on certain purchases. If we do this, and you use your Card or Payment Instrument to earn Airpoints Dollars, you agree that the third party may collect the Nominated Earner's Airpoints membership number and retain it to credit the Airpoints Dollars.

The Nominated Earner will earn Airpoints Dollars at the same rate whether the eligible transaction is completed in

New Zealand dollars or in a foreign currency. The amount of Airpoints Dollars earned will depend on the New Zealand dollar value of eligible transactions.

## **1.1 Information on earn rates.**

Airpoints Dollars will be earned at the rate specified and published by us from time to time on our website at [westpac.co.nz/credit-cards/airpoints](https://westpac.co.nz/credit-cards/airpoints).

Earn rates are subject to change.

From time to time we may change any earn rates. We'll generally give you 30 days' notice of any change (see the **'Making changes'** section for more information).

In certain circumstances you may not be able to use your Card or Payment Instrument (for example because of a faulty EFT terminal or system failure). Airpoints Dollars won't be earned if you are unable to use your Card or Payment Instrument for any reason.

## **1.2 The Airpoints Dollars balance will be reduced in some situations.**

If you get a refund, chargeback or reversal onto your Account that relates to an eligible transaction, in relation to the month in which the refund, chargeback or reversal is made, the corresponding Airpoints Dollars for that amount will be removed from the balance of Airpoints Dollars earned to date for that month (this may result in a negative balance of Airpoints Dollars earned for that month).

**Some examples of a refund, chargeback or reversal include:**

- When you return goods that you have purchased
- When you cancel bookings that you have already paid for
- Where a charge or payment has been made in error and is reversed.

Airpoints Dollars are credited to the Nominated Earner's Airpoints account monthly, based on the total amount of Airpoints Dollars earned during your Account statement period.





For more information in relation to the Airpoints Programme including an Airpoints Dollars balance or Status Points earned, contact Air New Zealand on **0800 247 764** or visit [airnewzealand.co.nz/airpoints](https://airnewzealand.co.nz/airpoints).

## 2. Using Airpoints Dollars and information about additional benefits.



The Air New Zealand Airpoints terms and conditions apply to the use of Airpoints Dollars. They also contain terms and other information about the additional benefits that are outlined below.

We do not guarantee the Nominated Earner will be able to redeem Airpoints Dollars or any Rewards received under the Airpoints Programme – these are Air New Zealand's sole responsibility and subject to the Air New Zealand Airpoints terms and conditions.

## 3. Privacy

In accordance with our Privacy Policy, we may share information about you with Air New Zealand, any Air New Zealand programme partners and other third parties we partner with to offer promotional Airpoints Dollars for:

- The administration of the Airpoints programme
- The analysis of Airpoints programme members, and
- Any other purpose outlined in the Air New Zealand Airpoints terms and conditions.

Air New Zealand's Privacy Policy also sets out how it collects and processes information about you and can be found at [airnewzealand.co.nz/privacy-policy](https://airnewzealand.co.nz/privacy-policy). Air New Zealand's Privacy Policy is not part of these Westpac Airpoints terms and conditions.

## 4. Cancellation

### 4.1 If you cancel your Card.

If you request to cancel your Card, all Cards and Payment Instruments will be cancelled and the Nominated Earner won't earn any further Airpoints Dollars from the time of cancellation.



See the Conditions of Use for more information about how to cancel your Card.

### 4.2 If we cancel your Card.

We can cancel or suspend your Card in certain circumstances as set out in the Conditions of Use. If these circumstances apply, we can also cancel or suspend the earning of Airpoints Dollars on your Card(s).

We might exercise these rights if any of the following happen:

- You breach these Westpac Airpoints Terms and Conditions
- Your Card is used fraudulently
- You or the Nominated Earner breaches the Air New Zealand Airpoints terms and conditions
- Our participation in the Airpoints programme ends.

In some circumstances we may not give you prior notice before we cancel or suspend your Card.



See the Conditions of Use for further information in relation to cancellation.

If your Card is cancelled (whether by you or by us) any Airpoints Dollars earned will be credited to the Nominated Earner's Airpoints account.

## 5. Making changes

We can make changes to these Westpac Airpoints Terms and Conditions in the same way, and in the same

circumstances, as when we can make changes to the Conditions of Use.

We'll also provide you with notice of any changes in the same way, and in the same timeframe, that we must when we make changes to the Conditions of Use.



See the Conditions of Use for further information about our right to make changes.

## **6. We may stop offering our Airpoints reward programme**

We may stop offering our Airpoints reward programme at any time. If we do this we'll give you at least 30 days' notice unless there is a good reason why we need to give you less (or no) notice.

## **7. What to do if you dispute Airpoints**

You are responsible for checking your statements to ensure their accuracy.

If you have a dispute in relation to the awarding of Airpoints Dollars you should aim to notify us in writing within 30 days of the statement closing date.

Please give us full details of your dispute and provide us with any supporting documents you have – this can include receipts or invoices.

We may refer your dispute to Air New Zealand.

These Westpac Airpoints Terms and Conditions and the Air New Zealand Airpoints terms and conditions are separate terms and conditions. The Air New Zealand Airpoints terms and conditions are not between you and us, and we are not liable to you under them.

## 8. Definitions – Westpac Airpoints Terms and Conditions

**Account** – means your Westpac transaction account that you choose to access funds from by using your Card or Payment Instrument.

**Air New Zealand** - means Air New Zealand Limited.

**Air New Zealand Airpoints terms and conditions** – means the terms and conditions that govern the Airpoints programme and published at [airnewzealand.co.nz/airpoints](http://airnewzealand.co.nz/airpoints)

**Airpoints account** – means the Air New Zealand account that records the Airpoints Dollars earned, advanced and redeemed by a member of the Airpoints programme.

**Card** – means your Westpac Airpoints Debit Mastercard.

**Airpoints Dollars** – means the Airpoints Dollars™ frequent flyer points offered under the Air New Zealand Airpoints terms and conditions.

**Airpoints programme** – means the Air New Zealand frequent flyer programme under the Air New Zealand Airpoints terms and conditions.

**Conditions of Use** – means the Conditions of Use that apply to the use of your Card.

**Nominated Earner** – means the person whose Airpoints membership number is specified on your application form and who will earn Airpoints Dollars, for eligible transactions made on your Card or Payment Instrument.

**Payment Instrument** – means any instrument or device linked to your Account (such as a mobile phone or watch) that can be used to make transactions on your Account.

**Rewards** – means the goods or services (and other items such as vouchers) that can be redeemed in exchange for Airpoints Dollars.

Airpoints™ and Airpoints Dollars™ are registered trademarks of Air New Zealand Limited.

