

Citizen Watches Australia Pty Limited

Conditions of Use

Effective September 2011

This Conditions of Use brochure sets out the terms and conditions for your Electronic Value Card. Therefore it is important that you read this document carefully and retain it for future reference.

Cardholder Enquiries

Lost or stolen Card

Citizen Rewards
02 9452 7300

Card transactional information

Card Call Centre

Available 24 hours, 7 days a week.

Within Australia:

Tel: 1800 181 456

Postal address

Cards
GPO Box 3433
Sydney NSW 2001

Table of Contents

1.	These Conditions of Use	1
1.1	Introduction	1
1.2	When the Conditions of Use take effect	1
2.	Definitions	1
3.	Card Issue and Activation	1
3.1	Card active	1
3.2	Loading Card Value	2
3.3	Maximum Card Value	2
4.	Using your Card	2
4.1	When can you use your Card?	2
4.2	Where can you use your Card?	2
4.3	You must not give your Card to another person	2
4.4	Purpose of use	2
4.5	Foreign currency transactions	2
4.6	Card acceptance	3
4.7	Do transactions have to be authorised?	4
4.8	Your PIN	4
4.9	Transaction processing	4
4.10	Financial crimes monitoring	4
5.	The Card Value	4
5.1	Amounts that are deducted from the Card Value	4
5.2	How much can you spend?	5
5.3	What happens to remaining Card Value after the expiry date?	5
5.4	How do you know the current Card Value?	5
5.5	If you think there is a mistake	5
6.	Card cancellation	6
7.	Liability	6
7.1	Lost, stolen or damaged Cards	6
7.2	Liability for unauthorised transactions	6
7.3	Protecting your Card	6
7.4	Protecting your PIN	7
8.	Investigating and resolving problems	8
9.	Changes to these Conditions of Use	8
10.	Other	8
10.1	Privacy	8
10.2	Exercising our rights	9
10.3	Governing law	9
10.4	Non-assignment	9
10.5	Arrangements with Westpac	9

1. These Conditions of Use

We have entered into an agreement with Westpac under which Westpac will issue prepaid debit cards for us to distribute to our retailers and/or their employees who qualify to participate in the rewards program in connection with the sale of specified Citizen branded watches supplied by Citizen Watches Australia Pty Ltd. Where these Conditions of Use refer to Westpac they refer to it as our agent and/or as a Visa debit card issuer on an account we hold with Westpac. Having a Card does not mean you have an account with Westpac. You do not have any contract with, or (unless the law says otherwise) any rights against, Westpac.

1.1 Introduction

- (a) These Conditions of Use govern the use and operation of your Card. They apply to all transactions involving the use of your Card or Card details.
- (b) If you do not understand something in these Conditions of Use, please talk to the Contact Person, who will be happy to help you.

1.2 When the Conditions of Use take effect

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

2. Definitions

In these Conditions of Use:

- (a) “*Card*” means a prepaid debit card bearing the Visa logo which is issued to you.
- (b) “*Cardholder*”, “*you*” or “*your*” means the person to whom the Card has been issued.
- (c) “*Card Value*” means at any time the amount of value loaded onto the Card which is still available at that time to be spent in accordance with these Conditions of Use.
- (d) “*Contact Person*” means Citizen Rewards who can be contacted on 02 9452 7300.
- (e) “*we*”, “*our*”, or “*us*” means Citizen Watches Australia Pty Limited.
- (f) “*Merchant*” means a provider of goods or services who accepts payment by Visa.
- (g) “*PIN*” means a personal identification number.
- (h) “*unauthorised transaction*” means any transaction made without your knowledge or consent.
- (i) “*Westpac*” means Westpac Banking Corporation (ABN 33 007 457 141).

3. Card Issue and Activation

3.1 Card active

- (a) Your Card is active when you receive it. You do not need to do anything to activate it.
- (b) You must sign your Card immediately on receiving it and before using it.

3.2 Loading Card Value

We may load onto the Card an initial amount determined by us. Any further amount or amounts to be loaded onto the Card, prior to its expiry date, will be determined by us from time to time.

3.3 Maximum Card Value

You will be advised of the maximum Card Value when you receive your Card. The maximum Card Value available on your Card at any time will not exceed \$999.

4. Using your Card

4.1 When can you use your Card?

- (a) Your Card is only valid until the expiry date shown on the Card.
- (b) You must destroy your Card once it is no longer valid by immediately cutting it into several pieces and disposing of them securely.

4.2 Where can you use your Card?

- (a) You can use your Card in Australia and overseas.
- (b) You can use your Card at any Merchant directly or by mail order, telephone order or through the internet. From time to time we may advise that the Card may not be used at certain Merchants.
- (c) You can use the Card to withdraw cash from an automatic teller machine in Australia or overseas. You should be aware however, that you will be liable for any transaction fee associated with the use of your Card at any non Westpac, St. George or BankSA automatic teller machine within Australia. You should be advised of such fee before deciding to proceed with the transaction. If you proceed with the transaction, such fee will be deducted from the Card Value.
- (d) You do not need to use the whole Card Value in one transaction. Subject to these Conditions of Use, you can make multiple purchases or cash withdrawals before the Card's expiry date, provided that when you want to make a purchase or cash withdrawal there is sufficient Card Value to cover the amount of the purchase or cash withdrawal.

4.3 You must not give your Card to another person

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

4.4 Purpose of use

You must not use your Card for any unlawful purpose, including the purchase of goods or services prohibited by the laws of Australia.

4.5 Foreign currency transactions

- (a) The amount deducted from the Card Value for purchases made in a foreign currency includes the following two components:

- the foreign currency transaction amount, converted into Australian dollars by the Visa scheme; and
 - a fee amounting to 1.5% of the Australian dollar transaction amount that is charged by the Visa scheme to Westpac on foreign currency transactions. If this fee changes or a new fee is added in relation to foreign currency transactions, we will notify you of these changes in accordance with clause 9.
- (b) Transaction fees also apply for cash withdrawals made overseas using automatic teller machines. The value of any transaction fee can vary between overseas banks. You will need to enquire from the relevant overseas bank whose automatic teller machine you propose to use of their fees. If the amount of the transaction is more than the Card Value, the transaction may be rejected and no fees will be charged. You will be liable for any fees associated with the use of an overseas automatic teller machine.
- (c) Transactions processed in foreign currencies will be converted into Australian dollars before they are deducted from the Card Value. Levies or fees may be charged by the Visa scheme during the conversion process. In most cases, the rate applied to the refund of purchase transactions will differ from the original rate applied to the purchase. The method of conversion is as follows:

Visa International Incorporated (*Visa*) processes purchases, cash withdrawals, any other charges incurred and refunds made in foreign currencies, and converts these transactions into Australian dollars. Transactions that are made in foreign currencies other than United States dollars are converted into United States dollars before being converted into Australian dollars. The exchange rate used for the conversion is either a government mandated exchange rate or a wholesale exchange rate, selected by Visa for the applicable currency on the day the transaction is processed. That rate may differ from the rate applicable to the date the transaction occurred, or the date given to the transaction in the records Westpac maintains to keep track of transactions made using the Card or Card details.

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

4.6 Card acceptance

- (a) Neither we nor Westpac are responsible if a Merchant refuses to accept your Card. Subject to any applicable law, Westpac is not responsible to you or to us for goods or services supplied to you. If you have a complaint or concern about goods or services purchased with your Card, you must resolve this directly with the Merchant, or ask the Contact Person to do so.
- (b) Neither we nor Westpac will be responsible if a Merchant's terminal or an automatic teller machine does not accept your instructions or your Card fails to work in a Merchant's terminal or in an automatic teller machine.
- (c) Card promotional material displayed on any premises is not a warranty by us, by Westpac or by Merchants, financial institutions or any person carrying on business there that all goods and services available at those premises may be purchased with your Card or that cash may be withdrawn using the Card.

- (d) The Conditions of Use contain the entire agreement for the Card. Where your Card is being used to purchase goods or services from a Merchant, you should disregard any representation, warranty or statement which may be made in connection with the Conditions of Use by the Merchant, its employees, agents or contractors.

4.7 Do transactions have to be authorised?

- (a) Certain transactions using the Card may need to be authorised by Westpac before they can proceed. Prior to any transaction being completed, the Merchant or other person involved in the transaction may obtain an authorisation for the transaction. Westpac will not authorise a transaction if the Card Value at the time is less than the amount of the transaction.
- (b) Westpac reserves the right to decline authorisation for any transaction using the Card.
- (c) Once an authorisation is obtained, it will reduce the Card Value. If the purchase or other transaction is not completed, the Card Value may continue to be reduced for up to four business days after the authorisation is obtained.

4.8 Your PIN

You will be issued with a PIN. This will enable you to check your Card Value and make cash withdrawals at an automatic teller machine. You can change your PIN at any time by telephoning, from within Australia, the Card Call Centre on 1800 181 456 or by accessing MyAccount. If the record of the PIN is lost or stolen, you can select a new PIN or you may be issued with a new PIN.

4.9 Transaction processing

To facilitate the processing of Card transactions, information relating to your Card details and transaction details may be processed by Visa International Incorporated in countries other than Australia.

4.10 Financial crimes monitoring

- (a) In order for Westpac to meet its regulatory and compliance obligations relating to anti-money laundering and counter terrorism financing, it will be increasing the levels of control and monitoring it performs. You should be aware that transactions may be delayed, blocked or refused where Westpac has reasonable grounds to believe that they breach Australian law or sanctions or the law or sanctions of any other country.
- (b) Westpac will not initiate or conduct a transaction that may be in breach of Australian law or sanctions or the law or sanctions of any other country.

5. The Card Value

5.1 Amounts that are deducted from the Card Value

- (a) The amount for goods and services bought directly from a Merchant or by mail order, telephone order or through the internet using the Card or Card details will be deducted from the Card Value.
- (b) The amount of cash withdrawals made from an automatic teller machine using the Card will be deducted from the Card Value.

- (c) When you use your Card at certain types of Merchants such as restaurants, bars, taxis and car rental companies, the Merchants may, at the time of authorisation, reserve against the Card Value, a 15% tolerance factor to allow for "tipping" or extra charges. For example, if you use the Card at a restaurant where your bill is \$100, your Card Value must be \$115 otherwise the transaction will be declined. If you decide not to tip the 15% will not be deducted from your Card Value, but this will only be confirmed once the transaction has been settled by the Merchant (sometimes a few days after the transaction).

5.2 How much can you spend?

Your Card can only be used to make purchases or cash withdrawals up to the Card Value at the time of the purchase. If a purchase or cash withdrawal is in a currency other than Australian dollars then the foreign currency transaction fees and charges set out in clauses 4.5(a) and 4.5(b) will be taken into account in determining whether the purchase is within the Card Value. If you want to make a purchase for an amount that exceeds the Card Value you must pay for the excess using another method of payment.

5.3 What happens to remaining Card Value after the expiry date?

Your Card will expire on the expiry date shown on your Card. After the expiry date shown on your Card any remaining Card Value will no longer be able to be accessed using the Card. You will need to contact us about a replacement Card. If we agree to provide you with a replacement Card any remaining Card Value from your previous Card will not be transferred to a replacement Card.

5.4 How do you know the current Card Value?

- (a) Details of transactions made using the Card and the current Card Value are available by:
 - (i) accessing MyAccount at www.checkmybalance.com.au;
 - (ii) telephoning, from within Australia, the Card Call Centre on 1800 181 456; or
 - (iii) making a balance enquiry at an automatic teller machine.

Amounts shown will be expressed in Australian currency.

- (b) You should keep all vouchers and transaction records given to you by Merchants or received from automatic teller machines to help you check the details of your transactions.

5.5 If you think there is a mistake

- (a) You agree that the amount shown on any sales voucher or transaction record is sufficient evidence of the cash price of the goods or services or the amount of a cash withdrawal to which that voucher or transaction record relates.
- (b) You should check the transactions listed on MyAccount or described by the Card Call Centre carefully. If you wish to dispute an amount deducted from the Card Value you must obtain and complete a copy of a "Card Cardholder Dispute Form" from the Contact Person. You should submit this to the Contact Person who will forward it to Westpac for investigation.

If you do not dispute an amount by 60 days after the disputed transaction took place, Westpac's ability to obtain a refund (if applicable) may be restricted under the Visa scheme rules.

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

- (c) If you have a complaint relating to another issue connected to the Card please follow the procedure set out in clause 8.

6. Card cancellation

We may cancel your Card at any time if:

- (a) you do not comply with these Conditions of Use;
- (b) we believe or discover that you are not entitled to the Card or to the value which has been loaded on the Card; or
- (c) we determine, in our absolute discretion, that your Card should be cancelled for another reason.

If we cancel your Card before its expiry date you will not be entitled to receive any unused Card Value.

7. Liability

7.1 Lost, stolen or damaged Cards

- (a) You must treat your Card like cash. If your PIN record is lost or stolen, or you suspect that unauthorised transactions have been made, call from within Australia, the Card Call Centre number listed at the front of these Conditions of Use for transactional information. If your Card is lost or stolen in Australia or overseas, please contact the Contact Person. Lost or stolen Cards will only be replaced by us if we are satisfied they have genuinely been lost or stolen.
- (b) A damaged Card will only be replaced if it is returned to us. To do this, please contact the Contact Person.
- (c) A satisfactory identification check may be required before any replacement card is issued. If we agree to replace a Card the Card Value at the relevant time may, at our discretion, be loaded onto a new Card.

7.2 Liability for unauthorised transactions

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

7.3 Protecting your Card

To protect your Card, you should:

- (a) sign it as soon as you receive it;
- (b) carry it with you whenever you can;

- (c) regularly check that you still have your Card; and
- (d) not allow anyone else to use your Card.

7.4 Protecting your PIN

Your PIN can be used to obtain cash from an automatic teller machine and to find out your Card Value. Accordingly it is important to keep it secure because if your Card is lost or stolen, knowing the PIN may assist someone else to use your Card to obtain cash or goods and services.

Accordingly:

- (a) if you make a record of your PIN you must keep it separate and well away from your Card unless the PIN is reasonably disguised. However it is best to keep your PIN record, even if disguised, separate and well apart from your Card.

For example, you must not keep your Card and undisguised PIN together:

- (i) in a wallet, bag or briefcase, even if in different compartments;
 - (ii) in your car, even if in different areas of your car;
 - (iii) in your office or at home in the same room;
 - (iv) in any other situation where your Card and PIN can be found and used.
- (b) to protect your PIN you must:
 - (i) try to memorise it;
 - (ii) destroy the letter telling you your PIN (if applicable);
 - (iii) not write your PIN on your Card, even if it disguised;
 - (iv) not keep a record of your PIN with or near your Card;
 - (v) not tell anyone your PIN, including family members, friends, our staff or Westpac's staff;
 - (vi) if you select your own PIN, not select a number or word that can be easily guessed, such as part of the data imprinted on your Card, a previously selected PIN, consecutive numbers, one number repeated or numbers which form a pattern, or that can be easily associated with you, such as your date of birth, telephone number, driver's licence and so forth;
 - (vii) make sure that nobody watches you enter your PIN at automatic teller machines;
 - (viii) never enter your PIN in an automatic teller machine that does not look genuine, has been modified, has a suspicious device attached to it or is operating in a suspicious manner;
 - (ix) be ready to make a transaction or enquiry when you approach an automatic teller machine;
 - (x) make sure that you do not leave anything behind when you complete a transaction, including leaving your Card unattended in or at an automatic teller machine;
 - (xi) notify us immediately if your PIN mailer has not been received intact, or if a PIN change has taken place without being requested;

- (c) if you select your own PIN, for security reasons you should endeavour to change it at regular intervals; and
- (d) if you make a record of your PIN, you must either take reasonable steps to prevent unauthorised access to the record or ensure that the record is reasonably disguised. It will not be considered a reasonable attempt to disguise a PIN if you only:
 - (i) record it in reverse order;
 - (ii) record it as a series of numbers with any of them marked to indicate the PIN;
 - (iii) record the PIN as a telephone number with the PIN in its correct sequence anywhere within the telephone number;
 - (iv) record the PIN as a telephone number where no other telephone numbers are recorded; or
 - (v) disguise the PIN as a date or as an amount.

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

8. Investigating and resolving problems

- (a) If you wish to dispute an amount deducted from the Card Value, you must follow the procedure set out in clause 5.5(b).
- (b) If you have any other problem or complaint please advise the Contact Person.

9. Changes to these Conditions of Use

We may change these Conditions of Use at any time and will notify you of any substantial changes. The current version of these Conditions of Use will be available from us upon request.

10. Other

10.1 Privacy

- (a) Westpac collects your personal information to issue and service your Card on our behalf. It may disclose your personal information to its service provider, FIS Australasia Pty Ltd, which may handle your personal information outside Australia. You can access any personal information that Westpac or FIS Australasia Pty Ltd holds about you by calling, from within Australia, the Card Call Centre on the number listed at the front of these Conditions of Use.
- (b) If you dispute a transaction we will collect the personal information we need to resolve the dispute. It may be disclosed to Westpac, Visa and/or the relevant merchant for that purpose (which may involve sending the details outside Australia). If you dispute a transaction you agree to that disclosure.

- (c) If you have any complaint about the acts or practices of Westpac, relating to your personal information you should raise it with us first. If it is not resolved to your satisfaction then you can complain to the office of the Federal Privacy Commissioner.

10.2 Exercising our rights

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

10.3 Governing law

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

10.4 Non-assignment

- (a) Neither your Card nor the contract between you and us created under clause 1.2 is transferable by you. Your Card may only be used by you.
- (b) We may transfer this contract to someone else. If we transfer this contract, the contract will apply to the transferee as if it were us.

10.5 Arrangements with Westpac

Westpac issues cards including your Card under an agreement we have with it. Unless we notify you otherwise, Westpac is authorised to service your Card on our behalf and you must follow any directions Westpac gives you in relation to use of the Card (for example if Westpac is investigating a complaint on our behalf).