Blackhawk Network Samsung Pay Terms and Conditions

Effective 3 November 2023

---

1. About these Terms and Conditions

These Blackhawk Network Samsung Pay Terms and Conditions together with the terms of use of the Prepaid Card or Gift Card, govern the use of your eligible Blackhawk Network managed Prepaid Card or Gift Card with Samsung Pay. Where inconsistent with the relevant product terms, these terms apply.

You agree to these Terms and Conditions by adding an eligible Prepaid Card or Gift Card to Samsung Pay on your Supported Device. For information on eligible Prepaid Card or Gift Card and Supported Devices please visit the Prepaid Card or Gift Card website. For information on Supported Devices please visit the Samsung Pay Website.

2. Using and managing Samsung Pay

You can add an eligible Prepaid Card or Gift Card to Samsung Pay on Supported Devices. An eligible Prepaid Card or Gift Card can be unlinked from Samsung Pay by following the instructions on the Samsung Pay app on your Supported Device.

As part of the process to add your Prepaid Card or Gift Card to Samsung Pay you will receive a text message (to the mobile phone number you have registered for use with your Prepaid Card or Gift Card) with a verification code to verify your identity. You should ensure that your correct mobile number is registered in order to receive the verification code via text message.

Once you have added your Prepaid Card or Gift Card to Samsung Pay and been verified, you may authorise and process transactions by using the relevant Supported Device at a contactless payment terminal at a merchant that accepts the Prepaid Card or Gift Card. Each transaction cannot exceed the available balance of your Prepaid Card or Gift Card.

You may be required to enter your PIN into the merchant's terminal or enter your Security Credentials on Supported Devices to complete a transaction.

You may be required to manually enter your Prepaid Card or Gift Card's PIN for transactions over $100.

For complaint resolution refer to the Complaints section of the appropriate product terms.

3. Your Liability

Samsung Pay is a service provided by Samsung Pay, not by us or Blackhawk Network. Except to the extent caused by our or Blackhawk Network's fraud, negligence or wilful misconduct (or that of our, or Blackhawk Network's, officers, employees, agents or contractors), neither we nor Blackhawk Network are responsible for any loss you suffer in relation to:

- your fraud;
- your use of Samsung Pay or the Supported Device in a manner not permitted by Samsung Pay (for example, by obtaining root access of the operating system allowing customisation to your Supported Device);
- subject to your rights under the ePayments Code, a reduced level of service caused by matters beyond our reasonable control (for example, those caused by third party software and network providers);
- any error, defect or unavailability of Samsung Pay; or
- any failure or refusal of merchants to process transactions using Samsung Pay.

Please call the Contact Centre promptly if:

- your Supported Device is lost or stolen;
- your Supported Device's mobile service is suddenly disconnected without your permission (which may indicate you have been subject to mobile phone porting); or
- you suspect a security breach in relation to your Supported Device or Samsung Pay or that an unauthorised person has used your passcode, PIN or your other credentials to access Samsung Pay.

Based on your report, your Prepaid Card or Gift Card with Samsung Pay will be suspended. This helps protect you as much as possible from additional loss or liability.

We will comply with the ePayments Code. Your liability for unauthorised transactions will be determined in accordance with the ePayments Code. More terms which

affect your liability in relation to transactions are set out in the relevant Prepaid Card or Gift Card terms of use.

4. Security requirements for Samsung Pay

You understand that by adding your Prepaid Card or Gift Card to Samsung Pay, your Supported Device in certain instances will act as if it were your card. You must take steps to secure your Supported Device to avoid unauthorised use.

You are responsible for ensuring that:

- any Password of your Supported Device is kept secret and secure, not easily guessed or deciphered (e.g. your date of birth), and not shared with another person (and if known by another person, the passcode must be changed);
- your biometric identifier (e.g. fingerprint/Face ID) is the only biometric identifier registered on your Supported Device (and any other person's biometric identifier registered on your device must be removed);
- your Supported Device is not left unattended, is locked when not in use, and up-to-date antivirus software is installed on it; and
- any Prepaid Card or Gift Card is unlinked/removed from your Supported Device before disposing of it.

If you fail to comply with any of the requirements in this clause, you are taken to have authorised others to make transactions using Samsung Pay and you are responsible for their use of your Prepaid Card or Gift Card.

WARNING: this could result in significant loss or liability in relation to such transactions.

5. What to do if there is a problem

You should check your transaction history regularly to make sure there are no errors or unauthorised transactions.

You must call the Contact Centre promptly if:

- your Prepaid Card or Gift Card or device has been lost or stolen; or
- you suspect someone else has used your account without your permission or may have access to your Supported Device or know your Security Credentials or PIN.

You should immediately unlink your Prepaid Card or Gift Card from Samsung Pay if your Supported Device is stolen or lost. Instructions to unlink your Prepaid Card or Gift Card are available via Samsung Pay on your Supported Device.

6. Fees and charges

The Prepaid Card or Gift Card terms of use describe any fees and charges which apply to that card.

We do not charge any specific or additional fees for registering and accessing your Prepaid Card or Gift Card for use with Samsung Pay .

However, you will need to pay any third-party fees and charges associated with downloading, registering and using Samsung Pay on a Supported Device.

7. Rights of suspension and termination

Your use of your Prepaid Card or Gift Card with Samsung Pay may be suspended or terminated without notice at any time, including:

- if you ask to suspend or close Prepaid Card or Gift Card;
- if your Prepaid Card or Gift Card is cancelled, blocked or suspended;
- if you breach the Prepaid Card or Gift Card terms of use;
- if you breach these Terms and Conditions;
- if suspected unauthorised transactions have occurred;
- if required by applicable laws (such as anti-money laundering and counter-terrorism financing laws, or sanctions laws);
- if directed to do so by Samsung Pay or by the card scheme (for example, in circumstances of suspected fraud);
- If required by a regulatory or government body.

However, unless there are exceptional circumstances (e.g. fraud or criminal activity), we will give you at least 14 days advance notice before suspending or terminating your use of your Card with Samsung Pay.

8. Privacy

We may collect information relating to your Supported Device (including, for example, app version, device type and model, operating system and security information such as whether you have obtained root access):

- to ensure that your Prepaid Card or Gift Card properly functions in Samsung Pay;

- for security purposes and to identify fraud;
- so that we may better provide assistance to you; and
- unless you have opted out of receiving marketing information, to tell you about other products or services that may be of interest to you.

We may also exchange information with Samsung Pay and service providers in accordance with our privacy policy, including:

- to enable the use of your Prepaid Card or Gift Card with Samsung Pay and to improve Samsung Pay generally; and
- about persons involved in suspected security breaches or fraud.

By adding your Prepaid Card or Gift Card to Samsung Pay on your Supported Device, you consent to our collection and disclosure of this information as described in this clause 8. A copy of our privacy policy is available at https://www.heritage.com.au/terms-conditions/privacy-policy

If you do not want to receive marketing information, phone 1800 862 126.

Blackhawk Network may also access and use your personal information in connection with the management of the Prepaid Card or Gift Card. Blackhawk Network's data collection and handling practices are in accordance with their privacy policy (available at https://blackhawknetwork.com/au-en/privacy-policy)._

Once your Prepaid Card or Gift Card is registered to your Supported Device, Samsung Pay may access your personal information regarding the use of your Prepaid Card or Gift Card through Samsung Pay. Please see Samsung Pay's privacy policy at https://image-us.samsung.com/SamsungUS/home/support/samsung_pay/Samsung_Pay_Privacy_Notice.pdf .

9. Changes to terms

Changes to these Terms and Conditions can be made at any time for one or more of the following reasons:

- to comply with any change or anticipated change in any relevant law, code of practice, guidance or general banking practice;
- to reflect any decision of a court, ombudsman or regulator;
- to reflect a change in our systems or procedures, including for security reasons;
- to respond to change in the cost of providing the Prepaid Card or Gift Card;

- to make these Terms and Conditions clearer or to add features,

but will only be made in order to protect our legitimate business interests, and only to the extent required to do this.
You will be notified of any material changes no later than the day it takes effect, or such longer period as may be required by law, by electronic notice to you via your Supported Device or Samsung Pay in accordance with the product terms. Where the change is adverse to you, we will notify you at least 30 days before the effective date of the change. Due to the nature of Samsung Pay you agree to receive communications electronically in relation to your use of Samsung Pay and these conditions.

You may be required to confirm your acceptance of changes to continue using your Prepaid Card or Gift Card in Samsung Pay.

10. Communication

Without limiting any other means of communicating with you under Prepaid Card or Gift Card terms of use, communications may be sent by an SMS to your Supported Device, an email to the email address you have registered for use with the Prepaid Card or Gift Card or by writing to you at the address you have provided to us. The SMS or notice may include a link to detailed information on the Prepaid Card or Gift Card website.

11. Severability and governing law

If any provision or part of a provision of these Terms and Conditions is illegal, invalid or unenforceable, it will be severed from these Terms and Conditions and the remaining provisions (or parts of provisions) will continue in full force and effect. These terms are governed by the law of Queensland, Australia and both parties agree to submit to the exclusive jurisdiction of the courts of that State.

12. Meaning of words

Word	**Definition**
Blackhawk Network	Blackhawk Network (Australia) Pty Ltd ABN 84 123 251 703 are program managers and distributors of Prepaid Card and Gift Card products, issued by Heritage and People's Choice Limited trading as Heritage Bank.
Contact Centre	Means the customer contact centre for the Prepaid Card or Gift Card which can be contacted by calling phone number.
Samsung Pay	Means the mobile application provided by Samsung Pay for use on your Supported Device.

Password	Means any password or code given to a user, or that user creates, that must be used before a transaction can be processed. This includes PINs, internet, phone or mobile banking passwords, and codes generated by security token.
Prepaid Card or Gift Card	Means the Blackhawk Network managed Prepaid Card or Gift Card issued by Heritage Bank and that can be used for Samsung Pay on a Supported Device. You will be notified if your Prepaid Card or Gift Card is eligible when you attempt to register it with Samsung Pay.
Security Credentials	any personal identification number, password, biometric identifier or other measure used to ensure the security of your supported device
Supported device	Is any equipment or device used to access your account, including a mobile phone or wearable device e.g., smartwatch, that is not given to you by us.
Terms and Conditions	Means these terms and conditions
We, us, our, Heritage Bank	Means: Heritage and People's Choice Limited trading as Heritage Bank ABN 11 087 651 125 as issuer of Blackhawk Network Prepaid Card or Gift Card.
You or your	Means the person to whom the Blackhawk Network Prepaid Card or Gift Card is made available for use by Blackhawk Network and that is used for Samsung Pay.