



IMPORTANT LEGAL NOTICE ABOUT THE TRANSFER OF YOUR COLES CREDIT CARD

Wesfarmers Finance Pty Ltd ACN 601 282 455 (“**WF**”) has sold its credit card business to Citigroup Pty Ltd ACN 004 325 080 (“**Citi**”). This means that from 5 March 2018 (“**Start Date**”) Citi will be the credit provider for your Coles Credit Card (whether your card is a Coles Mastercard or a Coles Group Card).

In anticipation of this transfer occurring, WF and Citi wish to tell you about this transfer and to seek your agreement to Citi doing the things under your credit card contract in the future which WF has previously done that are not transferred to it automatically.

1 CITI REPLACES WF

(a) YOU OWE ANY MONEY DUE AND OTHER OBLIGATIONS UNDER YOUR CREDIT CONTRACT TO CITI

WF’s rights under your credit contract have been transferred to, and are owned by, Citi instead of WF. As a result Citi is now entitled to receive any money you are required to pay WF under your credit contract. This also includes any monies payable under a judgement obtained against you.

Accordingly, from the Start Date any money you need to pay under your credit contract must be paid to Citi and **NOT** to WF. Using any payment method on your statement will now pay Citi automatically. However, some changes to payment due date and how we manage direct debits are set out in the Financial Table Update which is enclosed.

If you have previously agreed a hardship arrangement or payment arrangement with WF that remains in force at the Start Date, it will continue with Citi after the Start Date.

(b) USING YOUR CREDIT CARD

If your card is a Coles Mastercard you may continue to use it in the same way after the Start Date. If spending on your Card is blocked under your current credit card contract, for example because you are in default under your credit contract, this block will continue from the Start Date.

If your Card is a Coles Group Card and not blocked, you will be issued with a new Mastercard as part of the changes and enrolled in the flybuys Program (if not already enrolled). You can find out more at <https://www.flybuys.com.au>.

(c) FOR CITI TO BE OBLIGED TO PROVIDE CREDIT TO YOU IN THE FUTURE, YOU NEED TO AGREE

Citi automatically takes on most of WF’s obligations relating to the management of your contract when the contract is transferred. However, if you want to keep using your credit card, you need to agree to Citi becoming the entity which provides you with that further credit and doing the things under your credit contract that are not transferred to it automatically.

You will need to agree for Citi to do this.

You can do this by doing any of the following things, or by allowing an additional cardholder to do them where relevant, which show you intend to continue to access credit in the future:

- make a purchase, cash withdrawal or make a payment, including a balance transfer or BPAY payment, on your account;
- if your cash advance feature is not currently activated, request that it be activated;
- establish a new direct debit arrangement (note that this does not include payments being made to your account under an already existing direct debit arrangement);
- request a replacement card (because your card has been lost, stolen or damaged);
- activate your card;
- request a credit limit change (increase or decrease);
- request a balance transfer from another card to your Coles Credit Card;
- request an additional card or Pay Tag; or



- request a new PIN.

You have to do one of the actions above to show you agree. If you have a joint account, either of you can do this. It is **not** enough that a payment is made under an existing direct debit arrangement.

If you do any of these things, you agree to Citi becoming the entity which has to provide you credit whether or not you've also previously agreed to a change like this to make WF your credit provider.

(d) **YOUR CREDIT CONTRACT TERMS WILL CHANGE**

From the Start Date, you will be subject to new Coles credit card terms and conditions.

We enclose a Financial Table Update that outlines the changes to your current Financial Table and to some related information under your credit contract, together with a copy of the new terms and conditions.

There are differences between these and the terms of your current credit contract with WF, including a different repayment amount calculation and some different fees and charges.

You should carefully review these documents before making your decision whether to agree to Citi becoming the entity which has to provide you credit and do the remaining things required under your credit contract, and retain them for your records.

Copies of the new terms and conditions are also available at www.coles.com.au/mastercard/important-information#terms-conditions and can be obtained by calling Citi on 1300 306 397.

There will also be changes to your rewards program (or you will join a new program if you have a Coles Group Card) including your reward terms and conditions. New reward terms and conditions are enclosed and can also be found at the above website. If you use direct debit, the terms of your Direct Debit Service Agreement will also change and new terms are enclosed.

(e) **YOUR RIGHTS ARE PROTECTED IF THERE WERE PROBLEMS WITH ESTABLISHING YOUR CONTRACT**

After you agree to Citi providing any new credit, if you suffer any loss or damage because your credit contract or a credit limit increase was wrongly assessed to be suitable for you - and you have not recovered this loss from a previous credit provider or Coles Supermarkets Australia Pty Ltd (**Coles Supermarkets**) then you can seek compensation from Citi for loss or damage suffered by you as a result of that breach.

Citi has entered into a legal agreement called a deed poll to make sure this is the case. If you would like a copy of this deed poll please let us know and we will send you one free of charge. It is also available at <http://www.coles.com.au/mastercard/citi-deed-poll>.

Your credit contract may have been previously assigned by another credit provider to WF. If so, WF similarly entered into a deed poll (available at <http://www.coles.com.au/mastercard/WF-deed-poll>) to make sure that you can recover loss or damage you suffered after you agreed to WF providing any new credit because your credit contract or a credit limit increase was wrongly assessed by the prior credit provider prior to WF – and you have not recovered this loss from that previous credit provider. Coles Supermarkets has also provided a supporting deed poll that is available <http://www.coles.com.au/mastercard/coles-deed-poll>.

(f) **WHO TO CONTACT IF YOU THINK YOU HAVE SUFFERED A LOSS**

If you think that you might have suffered such a loss or damage after you have agreed to Citi becoming your credit provider then you should contact us on:

In writing: Citigroup Pty Limited
Customer Relations Unit
GPO Box 204
Sydney NSW 2001



By phone: 1300 306 397

By email: customerrelations@secure.coles.com.au

(g) IF YOU AGREED TO CREDIT LIMIT INCREASES, CITI CAN OFFER THESE TO YOU

If you have already agreed to receive offers for credit limit increases associated with your Coles Credit Card then Citi will now be the entity that will offer you these increases. If you do not want to receive these offers any more, please contact us on 1300 306 397.

(h) WHAT HAPPENS IF YOUR CREDIT CONTRACT ISN'T ACTIVE YET

If you have been offered a credit card contract but you have not yet accepted it, the changes in this notice apply to the proposed credit contract you have been offered. If you accept the offered credit card contract before the Start Date, WF will be your credit provider until the Start Date. Citi becomes the credit provider from the Start Date.

2 IF YOU ARE IN FINANCIAL HARDSHIP

If you are having trouble meeting your repayments, you can let us know and we will see if you are eligible to go on a hardship arrangement. We will let you know either way within 21 days, unless we have to ask you for more information. If we ask you for more information we will let you know within the relevant time periods. If you are eligible to go on a hardship arrangement we will set out what you should do going forward. If we decide you aren't eligible then we will tell you why we haven't agreed to put you on a hardship arrangement and give you some details about who you can complain to if you're not happy about the decision.

If you have already advised us that you are having trouble meeting your repayments, the process of assessing whether you are eligible will continue. However, it will be Citi which will complete this assessment after the Start Date.

3 OTHER IMPORTANT INFORMATION ABOUT HOW YOUR CARD WILL OPERATE

Consents, directions or authorisations you have provided in relation to your card or account will continue to apply after Citi becomes the credit provider on the Start Date, unless you cancel or withdraw them. For example, if you have agreed to receiving statements or other notices electronically, or if you have authorised someone to operate on or receive information about your account, or any privacy related consents or opt outs, these will continue from the Start Date.

If you hold consumer credit insurance relating to your Coles Credit Card account, the insurance policy will continue to apply to your account as provided by Citi after the Start Date.

The enclosed documents also include other important information, including:

- A Privacy Notice which explains how Citi, WF and Coles will collect, use, access, share and manage your information in relation to your card.
- Citi's Credit Guide, which give you information about Citi's obligations as your new credit provider, and Citi's Financial Services Guide in relation to any consumer credit related insurance you may have, or may obtain through Citi, that relates to your card.