

# Woolworths Everyday Money Reloadable Prepaid MasterCard®

# Product Disclosure Statement ('PDS') dated April 2013

This PDS sets out the Terms and Conditions for the operation and use of the Woolworths Everyday Money Reloadable Prepaid MasterCard® ("Card"). We recommend you read this PDS before applying for the Card. The information in the PDS does not take into account your personal needs and financial circumstances and you should consider whether it is appropriate for you. By applying for or using the Card you will be taken to have agreed to the Terms and Conditions.

**Significant benefits:** This Card allows you to make purchases and withdraw cash from ATMs (ATM withdrawal fees may apply) wherever MasterCard prepaid cards are accepted worldwide. The card is reloadable. The Card may be loaded at any Woolworths, Safeway or BIG W store, and may also be loaded via BPAY® and Direct Credit. The card may be renewed for a fee before its expiry date and so enable you to retain your remaining Available Balance for a new 3 year validity period. You can use the Card in person, online or by telephone. Monthly statements are available online at www.woolworthsmoney.com.au and we will send you monthly electronic reminders if you have provided your details to us. Your losses on the Card in the event of fraud are limited to the Card balance. Lost, stolen and damaged Cards may be replaced for a fee.

**Significant risks:** Like a credit card or debit card, there is a risk of unauthorised transactions if the Card is lost or stolen, or the Card or the Card details or the Personal Identification Number ('PIN') are compromised. The Available Balance on a lost or stolen Card may be used before you have the chance to cancel the Card. In some circumstances, we may replace a lost or stolen Card and value for unauthorised transactions but this will depend upon the whether you caused or contributed to the loss or theft of the Card or to the Card's details or Card PIN being compromised or whether you delayed in notifying us. Also, where you dispute an amount charged by a merchant, our ability to reverse any such transaction depends upon you telling us promptly. There is a risk that you discover these transactions after we are able to reverse the transaction, which is generally 45 days after the transaction. Unless you monitor the use of your Card you may not be aware of all Card transactions. Fees and charges incurred on your Card may cause a Negative Balance. If this happens, you will be liable for any Negative Balance and will need to load sufficient value to the Card before you will have an Available Balance for use. On the Card's expiry, the balance on your Card will be reduced every month by the amount of an Expired Card Fee that will apply until you actively cancel your Card (subject to a Card Cancellation Fee) and request a return of any remaining Available Balance.

**Other important information:** The Card does not generate any interest or other return to the holder. In other words, you do not earn interest on the value loaded to the Card.

#### **Terms and Conditions:**

#### 1 Application of these Terms and Conditions

The Terms and Conditions contained in this PDS apply to your application for the Card, the issuing of the Card to you, your loading of value, your use of the value loaded and otherwise your use of the Card. Upon applying for or using the Card, you will be taken to have agreed to these Terms and Conditions.

# 2 Obtaining a Card

To obtain and use the Card, you must take the following steps:

- a. Complete an Application
  - You may make an application online at www.woolworthsmoney.com.au or by requesting a paper application form from Woolworths Money Customer Service on 1300 10 1234 and sending the completed application form to the nominated address. All mandatory details must be completed. The application process will require you to select a Fee Option.
- b. Provide Identification Information
  - Federal Government legislation requires that we verify your identity. You must therefore present us with acceptable identification documents. Acceptable identification documents can be found at www.woolworthsmoney.com.au
- c. Card and PIN
  - When you have successfully completed the application and identification process, we will mail you a Card and Welcome Guide. We will also mail you a PIN.
- d. Card Registration
  - You must register your Card upon initial log-in to the online account and provide current details such as name, address, email and date of birth, to authenticate yourself as the cardholder.
- e. Load value to the Card
  - When the Card is issued to you, the Card Issue Fee will be automatically deducted from the Card's Available Balance. Accordingly, when you load value to the Card for the first time you will need to load more than the Card Issue Fee before you can use the Card.

# 3 Loading Value on the Card

- a. Each amount you load to your Card must be within the minimum and maximum load values set out in the table below.
- b. You may load value to your Card in participating Woolworths, Safeway and BIG W stores by paying cash or by EFTPOS selecting the cheque or savings account button.
- c. You may also load value to your Card using a BPAY® facility provided by your bank or other financial institution. Enter the Woolworths Money Biller Code specified in the Welcome Guide and at www.woolworthsmoney.com.au, or available from the Customer Service centre on 1300 10 1234, and your 16 digit Card number as the Customer Reference Number when prompted. Due to transaction processing procedures, value loaded using BPAY® will generally be available for use 4 business days after the day on which the value was loaded to your Card.
- d. You may also load value to your Card using a Direct Credit (also referred to as Pay Anyone) facility provided by your bank or other financial institution. Enter your associated BSB and account number provided to you with your Card or which is available by logging in to your account at www.woolworthsmoney.com.au Due to transaction processing procedures, value loaded using Direct Credit will generally be available for use 2 business days after the day on which the value was loaded to your Card.
- e. You may not use your Direct Credit account number for direct debits payments. Any direct debit transaction attempted on your card will be declined without payment being made to the processing merchant.
- f. The following limits apply to the value you may load, store or withdraw as cash at any time. All values are in Australian Dollars:

Minimum Load Value at Service Cashier (Woolworths, Safeway and BIG W stores)	No minimum	
Maximum Load Value at Service Cashier (Woolworths, Safeway and BIG W stores)	\$2,000	
Minimum Load Value using BPAY®	\$50	
Maximum Load Value using BPAY®	\$2,000	
Minimum Load Value using Direct Credit	\$50	
Maximum Load Value using Direct Credit	\$2,000	
Maximum Balance	\$10,000	
Purchase transaction limit for each purchase transaction using your Card <sup>1</sup>	\$10,000	
Cash Access Limit (ATM) for each withdrawal <sup>2</sup>	\$1,000	
Aggregate Daily Card Use Limit (for all cash withdrawals and purchases)	\$10,000	
24 hr Daily Cash Access Limit (ATM) <sup>2</sup>	\$2,000	

<sup>1</sup> Woolworths or another party such as a merchant may limit the amount of any electronic transaction you can make over certain periods (e.g. during any day or in a single transaction).

- g. You may not load value to a Card once it has been cancelled or has expired.
- h. If, as a result of any error or other circumstance, value is loaded on your Card which has not been initiated by you or on your behalf:
- (i) we may remove this value at any time, or
- (ii) if you have already redeemed such value, you agree to pay an equal amount to us within 14 days of our request by such means as we direct.

# 4 Using your Card

- a. The Card remains the property of ANZ at all times.
- b. The Card can be used to purchase goods and services from merchants who accept MasterCard prepaid cards electronically.
- c. The Card may be reloaded with additional funds up to the Maximum Balance. The Maximum Balance cannot exceed \$10,000. You need to be aware of the current Card balance when loading value onto the Card. If loading value causes the Maximum Balance to exceed \$10,000, the excess funds will not be made available to you until your Card's Available Balance reduces below \$10,000, in which case, only the amount of funds that would bring the Available Balance to \$10,000 will be made available to you (and any additional funds would remain quarantined until such time that the Available Balance again reduces below \$10,000). For example: if your current balance is \$6,000 and you attempt to load an additional \$6,000 onto your Card, \$4,000 will be added to your Card's Available Balance (taking the Available Balance to \$10,000) and \$2,000 would be quarantined by us. The quarantined funds will be available as your Card balance decreases below \$10,000. If you spend \$1,000 (taking your Card's Available Balance to \$9,000), \$1,000 will added to your Card's Available Balance from the quarantined funds when the purchase transaction is processed (taking the Available Balance to \$10,000) and leaving \$1,000 quarantined by us.
- d. To make withdrawals or purchases of goods or services, select the CR (i.e. credit) button or its equivalent at all times. No selection is required for contactless transactions using the Card.

<sup>2</sup> ATM operators may separately impose minimum and maximum amounts that can be dispensed.

- e. Your use of the Card is limited to the Available Balance and is subject to limits set out in clause 3e. You may use the Card as often as you like provided that you do not exceed the Available Balance. If you make a transaction that results in a Negative Balance you will be liable for any Negative Balance, along with any costs or interest we incur in recovering or attempting to recover from you the amount you owe us.
- f. When you choose to withdraw cash:
  - you may only do so at an ATM where MasterCard is accepted you may not do so from a merchant or over-thecounter at a financial institution;
  - (ii) ATM operators may impose additional minimum and maximum withdrawal limits which may restrict your ability to withdraw cash;
  - (iii) ATM operators may impose a fee or surcharge when you use their ATM to make a withdrawal;
  - (iv) if there are insufficient funds available on your Card, ATM transactions will be declined;
  - (v) you may withdraw cash and perform a balance enquiry at any ANZ ATMs in Australia without charge.
- g. The Card cannot be used for direct (or recurring) debit transactions or to pay for gaming and gambling services.
- h. You must not use your Card for an unlawful purpose, including the purchase of goods or services prohibited by the laws of the jurisdiction you are in.
- MasterCard promotional material displayed on any premises or site cannot be taken as a warranty the Card will be accepted.
- j. A merchant may impose a surcharge for use of the Card.
- k. Some merchants may add an anticipated service charge/tip amount when a Card transaction is preauthorised (e.g. 20% at a restaurant). This may affect the approval of your transaction if your Available Balance is not sufficient to cover the anticipated amount. If the actual transaction amount is less than the preauthorised amount, the difference may not be available for use or may not be recorded on your transaction history for up to 10 days from the transaction date.
- I. Some merchants may require preauthorisation of an amount which includes contingent charges (e.g. 15% for mini bar purchases in a hotel or for extras for a rental car). If the actual transaction amount is less than the preauthorised amount, the difference may not be available for use or may not be recorded on your transaction history for up to 10 days from the transaction date. The preauthorised amount will be deducted from your Available Balance once the preauthorisation is processed. When the transaction relating to the preauthorised amount is processed, only the actual transaction amount will be deducted from the Available Balance and the preauthorisation will clear.
- m. The Card may be disabled if an incorrect PIN is used three times or if fraud is suspected. You may call Woolworths Money Customer Service on 1300 10 1234 to inquire about reactivating your Card.
- n. You are responsible for all transactions using the Card. If you permit someone else to use the Card, you will be responsible for any transactions initiated by that person with the Card.
- o. You cannot stop payment on any transaction after it has been completed.
- p. The Available Balance on the Card does not accrue interest.
- q. Other information about how to use the Card is available at www.woolworthsmoney.com.au or by calling Woolworths Money Customer Service on 1300 10 1234.

#### 5 Transaction History and Balance

- a. You may monitor your Available Balance and make a balance enquiry:
  - (i) by viewing your monthly statement which is available online at www.woolworthsmoney.com.au;
  - (ii) by calling Woolworths Money Customer Service on 1300 10 1234;
  - (iii) at some ATMs, although availability is dependent on the ATM operator and charges may apply for this service; or
  - (iv) any service cashier at Woolworths, Safeway and BIG W stores.
- b. By providing a valid email address at time of registration, we will send you a monthly electronic reminder when your statement is available for viewing. Please note that there may be some delay between the date the transaction is performed and when you can view the details of the transaction at www.woolworthsmoney.com.au You can request a copy of a statement for a particular period by calling Woolworths Money Customer Service on 1300 10 1234.
- c. You must carefully check your statements. If you think there are mistakes or unauthorised or disputed transactions shown on your statement please call Woolworths Money Customer Service on 1300 10 1234.

# 6 SMS Notifications

- a. By providing us with your mobile phone number and electing and consenting to receive any of the following SMS notifications, we will send a message to you:
  - advising of your card's available balance on the last business day of each month,
  - when a load transaction has been performed on your Card; and
  - when the card's available balance on your Card falls below \$50.

Fees apply for this service - please refer to clause 9.

b. You may elect to receive SMS notifications when you apply or by updating your Card details at www.woolworthsmoney.com.au and following the prompts. If you require any help please call Woolworths Money Customer Service on 1300 10 1234.

c. You can opt out of receiving SMS notifications at any time by updating your Card details via www.woolworthsmoney.com.au or by calling Woolworths Money Customer Service on 1300 10 1234.

# 7 Processing of Transactions

- a. All electronic transactions will be processed on the date that they are received by us. This may not be the date on which the transaction was performed.
- b. We may process transactions received by us on a particular day in any order we see fit. This means that the order of processing transactions may vary from the order in which the transactions were performed.

## 8 Using the Card outside of Australia

- a. The Card cannot and must not be used in countries subject to economic and trade sanctions (refer to the website of the Australian Department of Foreign Affairs and Trade for details).
- b. All transactions conducted in a currency other than Australian Dollars will be converted to Australian Dollars by MasterCard in accordance with the MasterCard rules. The conversion rate used by MasterCard is a wholesale market rate selected by MasterCard from a range of wholesale rates one day before MasterCard processes the transaction.
- c. Use of the Card outside Australia must comply with any applicable exchange control restrictions.

#### 9 Fees and Charges

- a. You can choose Fee Option 'A' or Fee Option 'B' in your application. The fees and charges applicable to the issue and use of the Card under each option are set out below.
- b. You may change your Fee Option once after your Card is issued to you. Please contact Woolworths Money Customer Service on 1300 10 1234 should you wish to arrange a change to the Fee Option.
- c. All fees and charges are deducted from the balance on your Card. Whenever a fee or charge applicable to your Card is incurred, you authorise us to deduct the fee or charge from the Available Balance on your Card and reduce the Available Balance accordingly.
- d. All fees and charges are expressed in Australian dollars and are inclusive of any applicable GST.
- e. We may waive fees in certain circumstances.
- f. Fees and charges incurred on your Card may cause a Negative Balance. If this happens, you will be liable for any Negative Balance and will need to load sufficient value to the Card before you will have an Available Balance for use.
- g. If we waive or fail to collect a fee to which we are entitled, we have not waived our right to collect any fee for future transactions.

Fee	Option 'A'	Option 'B'
Card Issue Fee (Incurred when your Card is issued to you – clause 2)	\$9.95	\$9.95
Load / Reload Fee (Incurred every time you load money to your Card)	-	\$1
Monthly Service Fee (Incurred each relevant monthly period before your Card expires, except when you load \$500 or more in that monthly period. The monthly service fee (if incurred) will be debited in arrears at the end of each monthly period from when the card was issued to you.)	\$1	-
International ATM Fee (Incurred when you withdraw cash from an ATM located outside of Australia using your Card – the ATM operator may also charge a fee)	\$2.50	\$2.50
Card Renewal Fee (Incurred when you renew your Card – clause 16)	\$4.95	\$4.95
Card Replacement Fee (Incurred when you receive a replacement card – clause 14)	\$\$4.95	\$\$4.95
Card Cancellation Fee (Incurred when you cancel your Card – clause 17)	\$5	\$5
Overseas Transaction Fee (Incurred for each transaction that is billed by a merchant located outside Australia)	2.5% of the Australian dollar transaction value	2.5% of the Australian dollar transaction value
Expired Card Fee (Incurred at the end of each monthly period after your card expires until you cancel your Card or the Available Balance is \$0 – clause 15)	\$4	\$4
SMS Notifications (Incurred every time an SMS notification is sent to your nominated mobile phone number)	\$0.25	\$0.25
ANZ ATM Cash Withdrawal / Balance Enquiry Fee <sup>1</sup> (Incurred when you withdraw cash or conduct a balance enquiry from an ANZ ATM in Australia)	\$0	\$0

<sup>1.</sup> For cash withdrawals and balance enquiries made through a non-ANZ ATM in Australia, the ATM operator may charge you a fee, which will be disclosed at the time of the transaction. If you proceed with the transaction, the ATM operator's fee will be debited to your account (in addition to the cash withdrawal amount if applicable). You should check the ATM owner's fees that apply carefully before completing transactions at non-ANZ Bank ATMs in Australia.

- h. The following is an example of how the Overseas Transaction Fee is calculated:
  - (i) You make a US\$100 purchase using your Card;
  - (ii) At the time of your purchase, MasterCard converts the US Dollar amount to Australian Dollars. This amount is calculated according to MasterCard's prevailing exchange rate for this example, the prevailing exchange rate is 0.92 which when applied to US\$100 equals A\$108.70.
  - (iii) The Overseas Transaction Fee is calculated based on the Australian Dollar amount. For this example, the Overseas Transaction Fee is equal to 2.5% of A\$108.70 = A\$2.72.

# 10 Security of your Card

- a. Your Card is matched to your identity and it is therefore important that you keep it secure even if there is no value loaded onto it. You must not let anyone else use your Card and you must take reasonable steps to protect your Card from loss, theft or misuse.
- b. As soon as you receive your Card and before you use it, you must sign the signature panel on the back of the Card.

# 11 Security of your PIN

- a. Your PIN is an important security measure to protect your Available Balance against unauthorised transactions. Failure to observe the following security requirements may increase your liability for any unauthorised use of the card.
- b. You must keep your PIN secret. You must not disclose your PIN to anyone, including a family member or friend. You must not allow any other person to see you entering, or overhear you providing your PIN.
- c. If you change your PIN, you must choose a PIN which is not easily identifiable by anyone else or based on personal information. For example, you must not choose a PIN which is your date of birth, part of your telephone number, a recognisable part of your name or sequential numbers.
- d. You must not record your PIN on your Card or on any article carried with or placed near your Card that is liable to loss, theft or misuse at the same time as your Card unless you have made a reasonable attempt to protect the security of the PIN.
- e. You must not act with extreme carelessness in failing to protect the security of your PIN.
- f. If you cannot remember your PIN, you can request a new PIN by calling Woolworths Money Customer Service on 1300 10 1234.
- g. More information on keeping your PIN secure is available at www.woolworthsmoney.com.au

# 12 Selecting your PIN

- a. You must be logged into My Account within www.woolworthsmoney.com.au in order to select your own PIN.
- b. You will be required to enter your existing PIN and then to enter the details of your selected PIN.

#### Warning:

You must not use your birth date as a PIN, or select sequential numbers, for example, '1234' or where all numbers are the same, for example, '1111' or an alphabetical code that is a recognisable part of your name, for example, 'A=1, B=2, etc'. If you do, you may not be entitled to recover any amount used in unauthorised transactions and you may increase your liability for any loss.

c. Your new PIN will be operational within 24 hours.

#### 13 Lost, stolen or compromised Cards

- a. As soon as you become aware that your Card is lost or stolen or that your Card or Card details or PIN have or may have been used without your authority, you must report to us by calling the Woolworths Money Customer Service on 1300 10 1234.
- b. We may not be able to reverse unauthorised transactions which have occurred before your report is received by us. See clause 20 for your liability in relation to unauthorised transactions in relation to a lost, stolen or compromised card. You must notify us if your Card is retained by an ATM, in which case it will be deemed to be lost or stolen.

#### 14 Replacement Card

- a. We may issue a new Card to you if your Card becomes faulty or is damaged, or if your card is lost or stolen.
- b. The numbers on the replacement Card and the PIN for the replacement Card may differ from the number on and PIN for the Card it replaced.
- c. All replacement Cards are subject to these Terms and Conditions.
- d. A Card Replacement Fee may apply and will be deducted from your Available Balance. We will transfer any remaining Available Balance on your Card and transactions processed on the closed Card to the replacement Card.
- e. We reserve the right not to issue a replacement Card to you, in which case we will return any Available Balance on your Card to you.

# 15 Expiry of the Card

a. From the expiry date shown on the Card, you will not be able to make purchases or withdrawals using the Card, or load value to the Card. An Expired Card Fee will be deducted from the balance on your Card (if any) at the end of each monthly period after the expiry date (see clause 9). This fee will continue to be deducted every month until you actively cancel your Card (which will incur a separate Card Cancellation Fee – see clause 17) or the Card balance has reached zero, whichever occurs first.

- b. The initial expiry date of a Card will be **3 years** from the date the Card is issued.
- c. A renewed Card (see clause 16) will have a new expiry date, which will be 3 years from the date the renewed Card is issued.
- d. Any replacement Card (see clause 14) will have the same expiry date as the Card it is replacing unless the card being replaced is due to expire within 6 months. In that case, the expiry date will be 3 years from the date of the issue of the replacement Card.
- e. We require you to destroy an expired Card.
- f. Once a Card has expired it cannot be renewed, however a process is available to request to renew your Card before it has reached expiry (subject to a fee see clause 16).
- g. It is your responsibility to remain aware of the expiry date and manage the value stored on your Card.

#### **16 Card Renewal**

- a. You may request to renew your Card:
  - (i) during the six months before the Card's expiry by calling Woolworths Money Customer Service on 1300 10 1234; or
  - (ii) during the month before the Card's expiry via www.woolworthsmoney.com.au
- b. A Card Renewal Fee for renewing your Card applies (see clause 9).
- c. Renewed Cards will be mailed to the address held on file. Please ensure your details are up to date before requesting a Card renewal.
- d. We reserve the right not to issue a renewed Card to you. We may not renew your Card if the Available Balance is insufficient to cover the fee for renewing your Card.
- e. All renewed Cards are subject to these Terms and Conditions. We will transfer any remaining Available Balance on your Card and transactions processed on the expired Card to the renewed Card.

#### **17 Card Cancellation**

- a. You may cancel your Card at any time. You will need to contact Woolworths Money Customer Service on 1300 10 1234 if you wish to cancel your Card. Once cancelled, you will not be able to make purchases or withdrawals using the Card, or load value to the Card. You will also need to cancel any recurring Direct Credit instructions you have set up to load value to the Card (e.g. with your bank or other financial institution or your employer via payroll payments).
- b. A Card Cancellation Fee applies for the action of closing your Card and returning any Available Balance on your Card to you (see clause 9).

# 18 Cancellation or Suspension of Card

- a. At any time, and without notice, we may refuse to authorise transactions (including preauthorised amounts) using the Card if there are insufficient funds to cover any fees that are applicable, or would be applicable to the proposed transaction.
- b. At any time, and without notice, we may cease providing one or more Card services, refuse to authorise transactions or cancel the Card if:
  - (i) the Card has expired;
  - (ii) the Card has a Negative Balance or there are insufficient funds available to cover an applicable fee;
  - (iii) we suspect illegal or unauthorised use of the Card;
  - (iv) we are directed to do so by government authority or court order;
  - (v) you have given us false or misleading information when applying;
  - (vi) you have not complied with these Terms and Conditions.
- c. If we cancel a Card, we will return any Available Balance on your Card to you (subject to any uncalled or unexpired authorisations or approvals or outstanding transactions on the Card) unless prohibited by law, in which case, you forfeit the remaining value on the Card.
- d. When we cancel the Card, or we receive instructions from you to cancel the Card, or if the Card has reached the Card expiry date:
  - (i) the Card must not be used and you must cut the Card diagonally in half through the magnetic strip and Card chip;
  - (ii) you are responsible for any use of the Card until it has been cut diagonally in half through the magnetic strip and Card chip.

#### 19 Anti-Money Laundering and Sanctions

- a. You agree that we may in our sole and absolute discretion delay, block or refuse, to process any transaction, an action we are required or requested to take under this agreement, our involvement in any transaction that is any way connected with this agreement or our performance of any service for any person in connection with this agreement and/or refuse to perform any one or more of our obligations under this agreement without incurring any liability if we reasonably suspect that such transaction, action, involvement or performance:
  - (i) may breach any laws or regulations or other legal prohibitions in Australia or in any other country or jurisdiction;
  - (ii) involves any person (natural, corporate or governmental) that is sanctioned or is connected, directly or indirectly, to any person that is sanctioned under economic and trade sanctions or that has been listed or named by any

government or independent authority as a person who is in any way suspected of being involved (or potentially involved) in terrorism or in any activities connected with terrorism imposed by Australia, the United Nations, the European Union or any country; or

- (iii) may directly or indirectly involve the proceeds of, or be applied for the purposes of, unlawful conduct; or
- (iv) might in any way cause us to breach any sanction of any kind imposed by any country.
- b. You must provide all information to us that we reasonably require in order to manage anti-money laundering and counter-terrorism financing and economic and trade sanctions risk or to comply with any laws or regulations or other prohibitions of Australia or any other country that may be applicable to us with respect to any transaction, requested action or obligation applicable to us or to avoid involvement in any unlawful act.
- c. You agree that we may disclose any information concerning you to:
  - (i) any law enforcement, regulatory agency or court, where required by law or regulation (including law or regulation of a foreign country or jurisdiction); and
  - (ii) any correspondent we use to make payment for the purpose of compliance with any law or regulation (including law or regulation of a foreign country or jurisdiction).
- d. You warrant that you are acting on your own behalf entering in to this agreement and not as trustee or agent.
- e. You declare and undertake to us that the processing of any transaction by us in accordance with your instructions will not breach any laws or regulations in Australia or any other country.
- f. If you become aware that we might become or have become involved in an unlawful act as a result of its performance of any action or obligation in connection with this agreement, you must immediately notify us and provide us with the facts and circumstances that might or has caused this to occur.

## **20 Liability**

# a. ePayments Code

ANZ is a subscriber to the ePayments Code. We warrant that for as long as we remain a subscriber to the ePayments Code, we will comply with ePayments Code which applies to EFT Transactions (being transactions initiated with the Card or Card details through electronic equipment but without reliance upon your manual signature) in our dealings with you relating to the Card. Any provision of these Terms and Conditions which impose liabilities or responsibilities on you, in relation to EFT Transactions which exceed those set out in the ePayments Code are to be read down to comply with the ePayments Code. Subject to clauses 20d and 20e, you will not be liable for unauthorised transactions on your Card.

#### b. General limitation of liability

- (i) Subject to paragraph (a) and paragraphs (b)(ii) and (iii), our liability to you for any loss or damage in relation to your use or attempted use of the Card is limited to a liability to honour claims in accordance with these Terms and Conditions for value standing to the credit of the Card when the loss or damage is incurred.
- (ii) Our liability for statutory warranties which cannot be excluded (such as warranty under the Competition and Consumer Act that we provide services with due care and skill and that materials supplied in connection with the services will be reasonably fit for their purpose), is limited in amount to the cost of providing the services (or lost prepaid value, as applicable) again.
- (iii) Where you use or seek to use our systems or equipment and you should have been aware our systems or equipment are unavailable for use or are malfunctioning, our responsibilities are limited to the correction of any errors in the account and the refund of charges or fees imposed as a result.
- (iv) You acknowledge and agree that providing information over the internet is not a sure means of providing information and that the internet and online systems are not controlled or owned by us so we cannot guarantee that they will function at all times and we accept no liability for unavailability or interruption. It is your responsibility to ensure that any online system you use in connection with the Card is secure.
- (v) We are not liable for any loss you suffer (including indirect or consequential or special loss) arising in connection with the Card (including without limitation a failure to provide the Card or a service in connection with the Card or its loss, theft or destruction).
- (vi) We are not liable for any dispute between you and the supplier of any goods or services purchased with the Card. Any such complaints must be resolved directly with the merchant concerned.

#### c. Card acceptance

We are not responsible for ensuring acceptance of the Card at the ATMs and merchant systems and facilities at which you seek to use the Card. We are not liable when authorisation for a transaction is declined regardless of reason or an ATM refuses to or cannot accept the Card or circumstances beyond our control prevent a transaction.

#### d. Unauthorised EFT Transactions

If the Card is used for EFT Transactions without your authority, your rights to be recredited with prepaid value which is spent through unauthorised transactions are set out below:

- (i) You will not be responsible for, and will be able to have recredited to your Card, value for unauthorised transactions:
  - (A) caused by fraudulent or negligent conduct of employees or agents of us, our card network affiliates or merchants;
  - (B) due to forged, faulty, expired or cancelled Cards or part of the electronic access process;

- (C) that arise from a transaction which does not require PIN authorisation before your receipt of the Card;
- (D) that arise from a transaction which does require PIN authorisation before you received the PIN;
- (E) due to duplicate or incorrect processing of transactions;
- (F) which occur after you have notified us that your Card or Card details have been misused, lost or stolen or that the security of your PIN has been compromised; or
- (G) where it is otherwise clear to us that you have not contributed to any losses for such transactions.
- (ii) Even where we have reason to believe that you should bear the losses of a transaction, for example, because you contributed to the loss through fraud, you failed to keep your Card or PIN secure or because you unreasonably delayed in reporting that your Card, Card details or PIN have been misused, lost or stolen, we will not charge your Card for any amount which exceeds applicable daily transaction limits or exceeds the current balance on the Card. If we can prove you contributed to the loss you are liable for the actual losses which occurred before we are notified.
- (iii) If a PIN was required to perform the unauthorised transaction and it is not clear to us that you contributed to the loss caused by the unauthorised transaction (for example you have failed to keep your Card or PIN secure or because you unreasonably delayed in reporting that your Card, Card information or PIN have been misused, lost or stolen if a PIN was required to perform the unauthorised transaction), your liability for any unauthorised transaction will not exceed the lesser of \$150, the prepaid value loaded on the Card at the time of the transaction or the actual loss at the time we are notified (subject to applicable daily transaction limits).

# e. Reversing a Transaction (Chargeback Rights)

This clause relates to both EFT Transactions and non-EFT Transactions. It operates subject to clause d.

- (i) We are not liable for loss caused by unauthorised transactions on your Card except:
  - (A) to the extent the loss is caused by the fraudulent or negligent conduct of our employees or agents; and
  - (B) in respect of unauthorised transactions which occurred after you informed us that your Card or Card PIN details had been stolen or misused.
- (ii) Where you have used your Card to make a purchase at a MasterCard Point of Sale ("POS") terminal by selecting the 'credit' button, you may be entitled to reverse (chargeback) the transaction where you have a dispute with the MasterCard merchant. For example, where the merchant has not delivered the goods or services you have paid for. Please note, we are unable to reverse (chargeback) transactions at MasterCard merchant POS terminals where you have selected the 'savings' button.
- (iii) You must immediately complete a Transaction Dispute form (which can be downloaded from www.woolworthsmoney.com.au or obtained by calling Woolworths Money Customer Service on 1300 10 1234) and provide it to us immediately if you believe you are entitled to reverse a transaction. If you do not notify us in time, we may be unable to investigate your claim in which case you may be liable for the transaction. If we are satisfied after investigation that you are entitled to a reverse a transaction, the amount initially debited for the transaction will be credited to your Card.
- (iv) MasterCard Rules and Regulations impose time limits after the expiry of which we are not able to reverse a transaction. The general time limit (taking into account our internal processing) is 45 days after the transaction. It is your responsibility to carefully review your transaction history. If you are entitled to a refund for any reason relating to a Card transaction, you agree to accept the refund under the policy of that specific merchant. Refunds may be in the form of a credit to the Card, cash refund or in store credit. If the Card has expired or has been revoked then this may not be possible.
- (v) Please download the Transaction Dispute form from www.woolworthsmoney.com.au or obtain the form from Woolworths Money Customer Service on 1300 10 1234 and mail to:
  Woolworths Money Reloadable Prepaid MasterCard

GPO Box 4535

SYDNEY, NSW, 2001

(vi) Please assist us by providing as much information as possible. We can only investigate a transaction once it has settled, and is evident in your transaction history. Our aim is to acknowledge receipt of your dispute within 10 days of receipt. Investigation of your dispute may take longer.

# f. Force Majeure

To the extent permitted by law, we will not be liable to you for any loss or damage, whether direct or consequential, nor be in default under this PDS, for failure to observe or perform any of our obligations under these term and conditions for any reason or cause which could not, with reasonable diligence, be controlled or prevented by us, including acts of God, acts of nature, acts of government or their agencies, strikes or other industrial action, fire, flood, storm, riots, power shortages or failures, sudden or unexpected system failure or disruption by war or sabotage.

# g. Indemnity

To the extent permitted by law, you indemnify us against any loss or damage we may suffer due to any claim, demand or action of any kind brought against us directly or indirectly because you did not observe your obligations under or acted negligently or fraudulently in connection with these Terms and Conditions. Any failure or delay to enforce a term of these Terms and Conditions does not constitute a waiver of them.

#### 21 Disclaimer of warranties

- a. Except as expressly provided in these Terms and Conditions, and to the extent permitted by law (including a statutory warranty that we provide services with due care and skill and that materials supplied in connection with the services will be reasonably fit for their purpose), we make no representations or warranties of any kind to you, whether express or implied, regarding the Card, our services or any other subject matter of these Terms and Conditions. All conditions, warranties or other terms implied by law are excluded to the fullest extent permitted by applicable laws and regulations.
- b. We do not represent or warrant that the Card will be accepted in every ATM or at every MasterCard merchant and we shall not be held liable if an ATM or MasterCard merchant does not accept the Card.
- c. We do not represent or warrant the quality of any goods or services acquired in conjunction with your use of the Card and you acknowledge and accept that all complaints regarding defective good or services should be directed to the supplier of the goods or services.

# 22 Changes to this PDS and updated information

## **Updated information**

Information in this PDS which is not materially adverse information is subject to change and may be updated by making a notice containing the updated information available at www.woolworthsmoney.com.au A paper copy of any such updated information may be obtained without charge on request.

#### Changes to fees and charges

We may, without your consent, but by giving you at least 30 days' written notice:

- introduce a new fee or charge in relation to a new service offered in relation to the Card;
- increase an existing fee or charge to reflect an increase in our operating costs; or
- introduce a new fee or charge or increase an existing fee or charge for any reason.

We may give you notice of such change by contacting you at any electronic address or mailing address you provide us on your application form. You will have agreed to this on your application form. You also agree that we may notify you of such change by advertisement in major daily or national newspapers.

#### Other changes

We may otherwise change these Terms and Conditions at any time by giving 30 days notice via www.woolworthsmoney.com.au unless it is necessary for the change to have immediate effect due to legal or regulatory requirements or the change is not adverse to your interests.

#### 23 Complaints and enquiries

For queries about the Card or if we make a mistake or our services do not meet your expectations, call 1300 10 1234 in Australia or 61 2 8276 0144 outside of Australia or via the Contact Us page at www.woolworthsmoney.com.au

If we are unable to resolve a complaint in 45 days or if you are not satisfied with the steps taken or the result, you may be eligible to go to the Financial Ombudsman Service Limited (ABN 67 131 124 448). Call 1300 78 08 08 or go to www.fos.org.au

#### 24 Contact details

Woolworths is an Authorised Representative of ANZ and is responsible for the promotion, distribution, sale and customer servicing of the Card of GPO Box 4535, SYDNEY NSW 2001.

The Card issuer is ANZ of ANZ Centre, 833 Collins St, Docklands VIC 3008. ANZ is bound by the Code of Banking Practice when it provides its products and services to you.

#### 25 Applicable laws

These Terms and Conditions are governed by and will be construed to the laws of New South Wales and you submit to the non-exclusive jurisdiction of the courts of that State.

#### 26 Glossary

- "ANZ" means Australia and New Zealand Banking Group Limited (ABN 11 005 357 522) (AFSL 234527).
- "Available Balance" means the monetary value (denominated in AUD) recorded by us available for transactions using the Card, less any purchases, authorisations, cash withdrawals, fees and charges or other amounts debited in accordance with these Terms and Conditions. The Available Balance cannot exceed the Maximum Balance.
- "Card" means the Woolworths Everyday Money Reloadable Prepaid MasterCard®.
- "Woolworths Money Customer Service" means 1300 10 1234 and any additional or replacement phone number or numbers we notify to you as customer assistance numbers from time to time.
- "ePayments Code" means the ePayments Code of Conduct issued by the Australian Securities and Investments Commission.
- "extreme carelessness" means a degree of carelessness that greatly exceeds what would normally be considered
  careless behaviour.
- "Maximum Balance" means \$10,000 (expressed in Australian Dollars).
- "Negative Balance" means a negative rather than a positive Available Balance, arising because the debits using the Card exceed the Available Balance.
- "POS" means Point of Sale where the Card is accepted.
- "we/us/our" means ANZ and includes Woolworths and any other agent or processor used by ANZ in relation to the Card.
- "Woolworths" means Woolworths Limited ABN 81 004 295 532.
- "you/your" means the person who has been (or is to be) issued with the Card.