

# Mastercard® Gift Card

## TERMS AND CONDITIONS

### Effective 27 February 2024.

These terms and conditions set out the terms and conditions for your Mastercard® Gift Card ("Card"). It's important you read this document carefully.

The Card is issued by EML Payment Solutions Limited ('EML') ABN 30 131 436 532, AFSL 404131 ("Issuer"). The Issuer can be contacted at Level 12, 333 Ann Street, Brisbane Qld 4000 and phone 1300 739 889 between 8:30am to 5pm Queensland time.

Mastercard Prepaid Management Services Australia Pty Ltd ABN 47 145 452 044 AFSL 386 837 is the card program manager of the Card and is responsible for providing various cardholder services. In these terms and conditions any reference to 'we' or 'us' is a reference to the Issuer; 'you' are the Card purchaser or user of the Card.

### **Card balance, transaction history and important notices about your Card are available at [mastercardgift.com.au](https://mastercardgift.com.au)**

1. You agree to these Terms and Conditions by activating a Card, signing the back of a Card, using a Card in any way including making a purchase. The Card must be signed and, if purchased online, activated in accordance with our instructions before use. You must give these terms and conditions to the user of the Card if it is not you. The Card remains our property. Once a Card has been signed neither it, nor the contract between you and us is transferable by you. The Card may only be used by the person who has signed it. We may transfer this contract to someone else. The Issuer does not need your consent to transfer its rights. The Issuer will notify you in writing as soon as reasonably practicable if it is reasonable to do so.
2. The Card can be loaded with a balance between \$20 and \$500 at the time of purchase. No further reloads are permitted.
3. The Card is not a credit card and nor is it linked to a deposit account with us or any financial institution. Some merchants may choose not to accept the Card. Merchants or other providers may impose limits on the use of your Card. We are not responsible if a merchant refuses to accept a Card, except to the extent there has been fraud, negligence or willful misconduct on our part (including that of our officers, employees, contractors or agents). If you have a complaint or concern about goods or services purchased with your Card, you must resolve this directly with the merchant. Any refunds on Card transactions are subject to the policy of the specific merchant. Refunds may be in the form of a credit to

the Card, cash refund or in-store credit. If the Card expires or is revoked before you have spent any funds resulting from a refund (whether or not the original transaction was made using the Card) then you will have no access to those funds

4. The Card cannot be used to obtain or redeem cash (for example at ATMs or over the counter at financial institutions) and cannot be used for making direct debit, recurring or regular instalment payments. Authorisations may be declined at some merchants (such as gambling merchants or merchants who choose not to accept the Card). We are not liable in any way when authorisation is declined for any particular transaction except to the extent that the liability has been caused by our fraud, negligence or willful misconduct (including that of our officers, employees, contractors or agents).
5. When using the Card with some merchants (such as hotels, taxis, rental cars, restaurants and cruise ships) or for mail order purchases, Card "tolerance limits" may apply. This means that the authorisation or approval obtained on the Card can be for an amount up to 20% or more than the total bill (or anticipated bill) to cover additional items such as tips and incidentals or to ensure that adequate funds are available to cover the final purchase. The entire amount of the authorisation or approval will be debited and will not form part of the available balance until the authorisation or approval clears, although only the amount actually spent or authorised will be finally deducted from the available balance after the authorisation or approval clears.
6. You may use the Card as often as you like until the available balance is spent or the Card has expired. The available balance cannot be exceeded. Where a purchase exceeds the available balance, you will need to pay the excess using another payment method, if the merchant agrees. The Card can be used on more than one occasion but cannot be used to make transactions that exceed the available balance.
7. The Card is not reloadable and is valid for a period of three (3) years from the activation date ("the Available Period"). The activation date can be found at [mastercardgift.com.au](https://www.mastercardgift.com.au) and the funds cannot be used after the Available Period. Any remaining balance after the Available Period will be forfeited. We will not give you any notice before this happens.
8. Card Fees

The following fees apply to your Card:

<b>Card purchase fee</b>	Up to \$5.50 (inclusive of GST)
<b>Balance and transaction history - Online</b>	FREE
<b>Balance and transaction history - Phone</b>	FREE via the automated voice service.
<b>Foreign currency conversion fee</b>	3.5% of the transaction value applies when you make a transaction on your Card in a currency other than AUD or you make a transaction on your Card in any currency (including AUD) that is processed by a Card scheme or billed by the merchant outside of Australia.

9. The Card purchase price will be charged at the time of purchase and will not be deducted directly from the available Card balance at the time the transaction or action is carried out. Subject to any applicable law, we may deduct from the Card balance any government duties, taxes, rates or charges now or in the future charged upon or in relation to the use of your Card or transactions deducted from the Card balance, whether or not you are primarily liable for such duties, taxes, rates or charges.
10. When you make a transaction on your Card in a currency other than AUD, a foreign conversion will be performed at the applicable exchange rate and the Foreign Currency Conversion Fee (set out in the above table) will be applied to the AUD amount of the transaction. The applicable exchange rate used is either:
  - a. a wholesale market rate selected by Mastercard from a range of wholesale rates one day before the transaction is processed by Mastercard; or
  - b. the government-mandated rate in effect for the applicable processing date.
11. The Card is like cash. To the extent permitted by law, we have no obligation to replace or refund value for misused, lost or stolen Cards except where we have breached any condition or warranty implied under consumer protection legislation or to the extent there has been fraud, negligence or willful misconduct by us (including that of our officers, employees, contractors or agents). You should not interpret anything in these Terms and Conditions as excluding, restricting or modifying any guarantee, condition or warranty which is implied by the Australian Consumer Law. Where we are liable for a breach of these Terms and Conditions, then our liability is limited to:
  - a. the supplying of the services again; or
  - b. the payment of the cost of having the services supplied again.

A request to replace a damaged Card may be made by emailing us at [PrepaidMgmt\\_ServiceQuality@mastercard.com](mailto:PrepaidMgmt_ServiceQuality@mastercard.com) or writing to the following address:

Mastercard Prepaid Management Services Australia Pty Ltd  
72 Christie Street, St Leonards, NSW 2065  
Attention: Card Dispute Resolution.

Replacement Cards cannot be sent to an address outside of Australia. If a replacement Card is issued, the replacement Card will be loaded with the available balance on the Card at the time of replacement.

12. You are liable for all transactions on the Card, except to the extent there has been fraud, negligence or willful misconduct on our part (including that of our officers, employees, contractors or agents). If your Card has been lost or stolen, or if you believe an error has occurred in relation to your Card or the Card has been misused, please email us at [PrepaidMgmt\\_ServiceQuality@mastercard.com](mailto:PrepaidMgmt_ServiceQuality@mastercard.com) or write to the following address:

Mastercard Prepaid Management Services Australia Pty Ltd  
72 Christie Street, St Leonards, NSW 2065  
Attention: Card Dispute Resolution.

Lost or stolen Cards will not be replaced so keep your Card secure at all times.

13. To protect your Card, you should:

- a. Sign it as soon as you receive it;
- b. Carry it with you whenever you can and not leave it unattended;
- c. Regularly check that you still have your Card and check your transaction history online; and
- d. Not allow anyone else to use a Card that you have signed.

14. You are responsible for checking your transaction history online and knowing your available balance. You can check your balance and transaction history free of charge at [mastercardgift.com.au](http://mastercardgift.com.au) or by emailing us at [PrepaidMgmt\\_ServiceQuality@mastercard.com](mailto:PrepaidMgmt_ServiceQuality@mastercard.com).

15. If you have a complaint, you can contact Mastercard Prepaid at [PrepaidMgmt\\_ServiceQuality@mastercard.com](mailto:PrepaidMgmt_ServiceQuality@mastercard.com) or put in writing to us at the following address:

Mastercard Prepaid Management Services Australia Pty Ltd  
72 Christie Street, St Leonards, NSW 2065  
Attention: Card Dispute Resolution.

We will do our best to resolve your complaint within 30 days, if possible to do so. Mastercard Prepaid will handle all complaints according to our internal dispute resolution procedure.

To contact the Issuer, EML, about your complaint:

Phone: 1300 739 889 between 8:30am to 5pm Queensland time  
Website: [www.emlpayments.com](http://www.emlpayments.com)  
Email: [support@emlpayments.com.au](mailto:support@emlpayments.com.au)  
Mail: EML, Level 12, 333 Ann Street. Brisbane City QLD 4000

We may cancel or suspend the use of the Card and/or end this agreement with at least 14 days' notice to you. However, we may cancel or suspend your use of the Card and/or end this agreement immediately and without prior notice if:

- a. a)we have reason to suspect the Card has been or is likely to be misused;
- b. you breach any of these Terms and Conditions and we reasonably consider that this is likely to have a material impact on your ability to meet the obligations of these Terms and Conditions);
- c. we reasonably suspect any illegal use of the Card, such as fraud or criminal activity; or
- d. you gave us false, inaccurate or incomplete information when you applied for the Card.

16. Where these Terms and Conditions permit us to suspend a transaction or your use of the Card for any reason, we will investigate the grounds for the suspension as soon as reasonably practicable. Where we are reasonably satisfied that there is no ground to continue the suspension, it will be released as soon as practicable.

17. We reserve the right to change these Terms and Conditions of Use at any time. Except where we are required by a law or a code to do so, or the change is materially adverse to you, you will not receive advance notice of such changes. If the change is materially adverse to you, we will notify you at least 14 days before the effective date of the change. However, if the change is made for one or more of the following reasons we can implement such change without prior notice:

- a. to comply with any change or anticipated change in any relevant law, code of practice, or guidance;
- b. to reflect any decision of a court, ombudsman or regulator; or
- c. for security reasons where reasonably necessary to address security concerns or vulnerabilities.

18. If you do not accept the updated Terms and Conditions, you should cease using the services. The current version of these Terms and Conditions will be available at [mastercardgift.com.au](http://mastercardgift.com.au).

19. If we fail to exercise or delay in exercising any of our rights under these terms and conditions, that failure or delay does not constitute a waiver of our rights.
20. These terms and conditions are governed by the law of New South Wales.

**Additional terms and conditions for Mastercard Virtual Gift Cards (if available)**

In addition to the above, Mastercard Virtual Gift Cards will also be subject to the following terms and conditions:

21. Mastercard Virtual Gift Cards can only be used in shopping environments where a physical card is not present (online, over the phone or mail order). It cannot be used for face to face transactions at merchants, financial institutions or ATMs. You can make payments with the Mastercard Virtual Cards just as you would for card not present transactions made with a standard Mastercard card, by entering the card number, expiry date and security code.
22. The Mastercard Virtual Gift Cards cannot be used for purchases where a physical card is needed to complete the transaction.
23. After a Mastercard Virtual Gift Card is purchased, it must be registered in order to use it. The recipient will need to provide a valid email address in order to successfully register an Mastercard Virtual Gift Card account on the web portal. They will also need to enter information relating to the Card and any code that is issued for the Card at the time of purchase.
24. The Mastercard Virtual Gift Card is valid for three (3) years from the date it is purchased, or until the balance has been used, whichever occurs first.
25. Mastercard Prepaid Management Services Australia Pty Ltd (ABN 47 145 452 044, AFSL 386 837) arranges for the issue of the Card in conjunction with the issuer, EML Payment Solutions Limited ('EML') ABN 30 131 436 532 , AFSL 404131 ("Issuer") pursuant to a license by Mastercard Asia/Pacific Pte Ltd. You should consider the Product Terms and Conditions available at [mastercardgift.com.au](https://www.mastercardgift.com.au) before deciding to acquire the product. Any advice does not take into account your personal needs, financial circumstances or objectives and you should consider if it is appropriate for you.
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