



# PRODUCT DISCLOSURE STATEMENT

Gobsmacked Loyalty Pty Ltd is the  
issuer of the Infinity Prepaid eftpos card.

## **1. INTRODUCTION**

This Product Disclosure Statement (“**PDS**”) contains important information about the Prepaid Card and its associated features, risks and fees. The purpose of this PDS is to assist you with deciding whether or not to acquire the Prepaid Card.

The first time that you activate your Prepaid Card, you are agreeing to abide by the terms and conditions set out in this PDS. Therefore this PDS should be read carefully. We suggest that you seek independent advice if you do not understand any of the information contained within this PDS and how it applies to you. Once you accept the terms and conditions set out in this PDS, they will apply to your use of your Prepaid Card.

This PDS is provided as a requirement pursuant to the Corporations Act 2001 (Cth) and is issued by Gobsmaeked Loyalty Pty Ltd ABN 60 098 218 216 (“**GSL**”).

The information contained in this PDS does not take into account your individual objectives, financial situation or needs.

This PDS is dated **1st April 2019**.

Words that are capitalised in this PDS are defined in section 27 below.

## **2. GENERAL DESCRIPTION OF THE PREPAID CARD**

The Prepaid Card is a Reloadable Prepaid eftpos card. The Prepaid Card allows purchases and payments to be made wherever eftpos prepaid cards are accepted (subject to individual merchant’s discretion) as long as:

- there is sufficient Value available on your Prepaid Card to cover the amount of the transaction and any applicable fees and charges;
- the Expiry Date has not been reached; and
- the Prepaid Card has not been suspended or cancelled.

The Prepaid Card is not a credit card and it is not linked to any separate account.

The Prepaid Card cannot be used to withdraw cash at ATMs or any other type of Electronic Banking Terminal.

## **3. ELIGIBILITY**

You must be a current financial member of the Club to be eligible to apply for a Prepaid Card.

## **4. PREPAID CARD DISTRIBUTOR**

Both GSL and Merrylands Bowling Sporting and Recreation Club Ltd (ABN 87 382 047 456) (“**Club**”) are the distributors and promoters of the Prepaid Card. Each is responsible for distributing and promoting the Prepaid Card and providing certain cardholder services to you as set out in the Financial Services Guide, which has been provided to you with this PDS. These cardholder services include providing you with your Prepaid Card, arranging for a replacement card to be issued to you in accordance with the terms set out in this PDS, providing lost and stolen services and assisting you with any enquiries you may have regarding your use of your

Prepaid Card.

The Club is not the issuer of the Prepaid Card. GSL is the issuer of the Prepaid Card.

The Club is an authorised representative of GSL, its authorised representative number being 1274999.

If you have any questions regarding the Prepaid Card, you may contact the Club at:

Cnr Oxford & Newman Street  
Merrylands NSW 2160

Phone: (02) 9682 8000

**[www.clubmerrylands.com.au](http://www.clubmerrylands.com.au) (“Website”)**

The Club does not have the authority to:

- make any representations or give any warranties that contradict those contained in this PDS, unless the prior approval of GSL has been obtained;
- provide you with any financial product advice (that is, advice taking into account your personal circumstances or a recommendation or statement of opinion intended, or could be reasonably regarded as being intended to influence you in making a decision about whether or not to acquire the Prepaid Card);
- purport to bind or contract for or on behalf of GSL in any way whatsoever, other than as is set out in this PDS; or
- give you information that is inconsistent with the information set out in this PDS.

If you believe that the Club has exceeded its authority by acting in any of the above ways, we request you immediately contact GSL on (02) 8090 6533 to clarify the matter.

GSL and the Club are not related entities.

## **5. PREPAID CARD ISSUER**

The issuer of the Prepaid Card is GSL. GSL holds an Australian Financial Services Licence, AFSL number 444609. By entering into this PDS, you are entering into a contract with GSL.

GSL has a specially designated account with an Authorised Deposit-taking Institution (“ADI”) in which it holds the Value that is loaded onto your Prepaid Card. The ADI is responsible for effecting settlement of all transactions that may arise as a result of you using your Prepaid Card.

You may contact GSL at:

PO Box 2274

BONDI JUNCTION NSW 1355

Phone: (02) 8090 6533

## **6. BENEFITS OF THE PREPAID CARD**

The benefits of the Prepaid Card are that:

- it can be used to buy goods and services from merchants in Australia who accept eftpos cards, subject to the merchant's general discretion to reject a card;
- in most circumstances, the Prepaid Card accesses the Value that is loaded (added) onto the Prepaid Card. It is not a credit card. You can only spend up to the Value of cleared funds stored on your Prepaid Card;
- the Prepaid Card is Reloadable which means you can add extra funds to it, until the expiry of the Prepaid Card, by either Direct Credit or by the conversion of any reward points that you have earned with the Club in accordance with the Loyalty Scheme into a dollar value (refer to section 14 below);
- it reduces the need to carry cash;
- it is a simple and convenient way to convert any reward points that you have earned with the Club in accordance with the Loyalty Scheme, into a dollar value that can be spent using the Prepaid Card;
- all funds are held by GSL in an authorised deposit-taking institution;
- the Prepaid Card is not required to be linked to a separate deposit account; and
- there is no daily or other periodic limit to the number of times you may use the Prepaid Card, as long as you have sufficient Value available to cover your purchases (plus any fees and charges, see section 15 below). This does not prevent a merchant from setting its own limits.

## **7. RISKS OF THE PREPAID CARD**

The risks associated with the Prepaid Card include:

- any attempted load by you or the Club being rejected in full if it will take the Value on your Prepaid Card over the Prepaid Card Limit (refer to section 14 below);
- the Prepaid Card not being able to be used overseas or on the internet or telephone to make a transaction;
- you not having sufficient Value on your Prepaid Card to cover a payment;
- failure to safeguard your PIN may result in loss of Value (refer to section 22 below for a list of circumstances where you may be held liable for failing to safeguard your PIN);
- circumstances beyond our reasonable control preventing a transaction from being processed;
- merchants, at their discretion, refusing to accept the Prepaid Card as a method of payment. You should always check with the merchant that it will accept the Prepaid Card before purchasing any goods or services;
- you losing any remaining Value on your Prepaid Card if you do not use the Value loaded (added) onto your Prepaid Card within the timeframes set out in this PDS, (refer to sections 17 and 18 below);
- unauthorised and fraudulent transactions occurring on your Prepaid Card

(refer to section 22 below for a list of circumstances where you may be held liable for unauthorised use on your Prepaid Card);

- using the Prepaid Card incorrectly due to equipment errors, malfunctions or equipment being used incorrectly, whereby the same transaction may be processed more than once or transactions may not be processed at all. In these cases the errors can usually be corrected but may temporarily inconvenience you as the available Value on your Prepaid Card will be incorrect. Where these errors cannot be corrected, we will resolve the issue by adjusting your Prepaid Card in your favour;
- your Prepaid Card being lost, stolen or destroyed. In these circumstances, you may be held liable for unauthorised use on your Prepaid Card where you unreasonably delay notifying us that your Prepaid Card has been lost or stolen (refer to section 22 below);
- your Prepaid Card details becoming known via various methods to criminals who may be able to withdraw the Value using a counterfeit Prepaid Card. In these cases you will not be liable for these unauthorised transactions unless you have contributed to the loss (refer to section 22 below);
- the Value stored on your Prepaid Card not falling within the scope of any deposit guarantee being offered by the Australian government from time to time. As at the date of this PDS, the Value stored on your Prepaid Card will not be protected by any deposit guarantee currently being offered by the Australian government;
- you not earning any interest on any Value that is stored on your Prepaid Card from time to time; and
- in some circumstances (for example, where a transaction is processed in an offline environment or where you incur a fee or charge), the Value remaining on your Prepaid Card becoming negative (meaning there may be less than \$0.00 Value remaining on your Prepaid Card).

## **8. OTHER IMPORTANT INFORMATION**

The Prepaid Card cannot be used to make or complete a transaction that exceeds the Value that is stored on your Prepaid Card from time to time. Any attempted transaction that you make that is in excess of the Value stored on your Prepaid Card at that time will be rejected. In these circumstances, a Declined Transaction Fee applies (see section 15 below).

You cannot use the account number and BSB associated with your Prepaid Card to arrange for any amounts to be debited from your Prepaid Card balance, either by regular direct debits or by using "Pay Anyone" facilities.

GSL and the Club do not warrant or accept any responsibility if a merchant's Electronic Banking Terminal does not accept your Prepaid Card.

GSL and the Club are not responsible in the event that you have a dispute regarding the goods or services purchased with your Prepaid Card. In the first instance, you should contact the merchant directly. If you cannot resolve the dispute with the merchant, GSL has the ability in certain

circumstances to investigate disputed transactions on your behalf (refer to section 23 below for a list of circumstances when GSL can investigate disputed transactions) and attempt to obtain a refund for you.

GSL is not aware of any material conflicts of interests that would affect this product or the service you receive from GSL or the Club.

As GSL has not taken into account your individual circumstances or needs, you should seek your own independent taxation advice in respect of any impact your use of the Prepaid Card may have on your personal tax liability.

## **9. QUERIES**

If you have a query about the Prepaid Card, we request that in the first instance you direct the query to the Club (see contact details in section 4 above).

Any queries in relation to loading value by Direct Credit (also known as Pay Anyone) through your Australian bank or financial institution's website, should be directed to your bank or financial institution.

## **10. COMPLAINTS AND THE DISPUTE RESOLUTION SCHEME**

If you have a complaint or dispute relating to your Prepaid Card, we request that you contact the Club in the first instance.

If you have a complaint or dispute relating to your Prepaid Card that is not satisfactorily resolved by the Club, you should immediately contact GSL.

If your complaint is immediately settled to your satisfaction or if it is settled to your satisfaction within 5 Business Days of receiving the relevant details about the complaint or dispute from you, GSL or the Club (as the case may be) may advise you of the outcome by means other than in writing (for example, by telephone or in person when you visit the Club). If you wish, you may request that GSL or the Club (as the case may be) provide you with a written response.

However, if GSL or Club is unable to settle your complaint within 5 Business Days, it will advise you in writing of the procedures for further investigation and resolution and may request further relevant details from you.

Within 21 days of receiving these further relevant details from you, GSL or the Club will:

- advise you in writing of the results of its investigations; or
- advise you in writing that it requires further time (not exceeding a further 24 days) to complete its investigation.

An investigation will continue beyond 45 days only in exceptional circumstances, for example, if there are delays caused by other financial institutions or merchants involved in resolving the complaint, or in circumstances where GSL or the Club investigate the relevant transaction under any applicable industry rules (if you wish to find out what industry rules apply to transactions made using your Prepaid Card, please contact the Club or GSL).

Where you are not satisfied with the outcome of your complaint, you have

the right to contact GSL's External Dispute Resolution Scheme.

GSL is a member of the following External Dispute Resolution Scheme:

### **Financial Ombudsman Service**

GPO Box 3

Melbourne VIC 3001

Website: [www.fos.org.au](http://www.fos.org.au)

Telephone: 1300 78 08 08 or 03 9613 7366

Fax: 03 9613 6399

**Any complaints or disputes in relation to your reward points that you have earned with the Club and the conversion of these reward points to Value are to be directed to the Club (see contact details in section 4 above). GSL is not responsible for the allocation or conversion of reward points to Value or the operation of the Club's Loyalty Scheme.**

### **11. USING THE PREPAID CARD**

When using your Prepaid Card to complete an Electronic Transaction, press the "CHQ" or "SAV" button on the relevant terminal. If you press the "CR" button, the transaction will be declined and a Decline Transaction Fee may apply (refer to section 15 below).

GSL will debit (deduct) against the Value any transaction you authorise using the Prepaid Card.

GSL will (in the first instance) consider a transaction as having been authorised by you when:

- you conduct an Electronic Transaction;
- your Prepaid Card is used to conduct an Electronic Transaction; or
- your Prepaid Card together with your PIN is used in conjunction with electronic equipment.

Where you advise GSL or the Club that a transaction that has been debited (deducted) is fraudulent, unauthorised or disputed, GSL or the Club will investigate and review the transaction in accordance with section 23 below.

### **12. ACTIVATING THE PREPAID CARD**

After successful application for a Prepaid Card, you will be required to activate your Prepaid Card before being able to use your Prepaid Card.

To activate your Prepaid Card you can either:

- visit the Club in person; or
- go online to the Website, select "Activate My New Prepaid Card", and follow the prompts.

### **13. SECURITY OF PIN AND THE PREPAID CARD**

If you fail to properly safeguard your Prepaid Card or PIN, you may increase your liability for unauthorised use (refer to section 22 below for a list of

circumstances where you may be held to be liable for an unauthorised transaction). We therefore strongly recommend that:

- you not record your PIN on your Prepaid Card or on anything with or near your Prepaid Card;
- you not tell anyone (including any family member or friend) your PIN and try to prevent anyone else from seeing your PIN;
- you try to prevent anyone else seeing you enter your PIN into an Electronic Banking Terminal; and
- if you think that your PIN has become known to someone else, you must notify the Club or GSL immediately.

If you forget your PIN, you are able to reset it by going online to the Website and following the prompts (refer to section 19 below). In these circumstances, a PIN Change Fee applies (refer to section 15 below).

If an incorrect PIN is entered three times when a transaction is attempted using the Prepaid Card, it will be temporarily suspended for up to 24 hours.

Important information you should consider:

- no-one from GSL or the Club or any merchant will ever ask you for your PIN, therefore, you should never disclose it to anyone either verbally, in writing or electronically;
- do not access GSL's website or the Club's website via an email link embedded in an email. Always access the website directly from your internet browser;
- don't choose a PIN that is easily identified with you, e.g. your birth date, an alphabetical code which is recognisable part of your name or your car registration;
- don't choose a PIN that is merely a group of repeated numbers;
- never lend your Prepaid Card to anyone else;
- never leave your Prepaid Card unattended e.g. in your car or at work;
- for security reasons, on the Expiry Date, destroy your Prepaid Card by cutting it diagonally in half;
- examine your account activity to identify and report, as soon as possible, any instances of unauthorised use;
- cover your hand when entering your PIN at an Electronic Banking Terminal;
- do not allow anyone to swipe your Prepaid Card when it is not in full sight of you; and
- maintain up-to-date anti-virus software and a firewall on your computer.

## **14. LOADING VALUE**

### Club – Converting Reward Points

The Club operates a Loyalty Scheme. The Club has agreed to allow you to use your Prepaid Card as a mechanism for converting any reward points



that you have accrued in accordance with the Loyalty Scheme into Value. You may complete this conversion by visiting the Club in person. It may take up to 3 Business Days once GSL receives a request from the Club, for the funds to be available for use on your Prepaid Card.

The Club may set limits on the minimum or maximum Value per load that can be added onto your Prepaid Card by the conversion of reward points.

**GSL is not responsible for the operation of the Loyalty Scheme and/or the conversion of reward points into Value. If you have any questions or complaints in relation to your reward points that you have earned with the Club and the conversion of these reward points to Value, these questions and complaints should be directed to the Club (see contact details in section 4 above).**

#### Loading - You

You can load (add) your own funds onto your Prepaid Card. Each time you complete a load transaction, you will be charged a Load Fee (see section 15 below).

You are able to load Value onto your Prepaid Card by using electronic funds transfer (EFT/Direct Credit/Pay Anyone) through your Australian financial institution.

To load (add) funds using Direct Credit, use the BSB, account number that appears on the reverse side of your Prepaid Card and the exact name in which you activated your Prepaid Card.

It can take up to 3 Business Days for your funds to be made available for use through this payment method. Loads via Direct Credit are not processed over the weekend or public holidays.

#### Loading Value – Club & You

The total Value that may be loaded onto your Prepaid Card at any one time cannot exceed the Prepaid Card Limit. Any attempted load that would take the Prepaid Card Value over the Prepaid Card Limit at any one time will be rejected in full. To avoid this, GSL recommends that you regularly check your balance online. See section 20 below for details on how to check your balance online.

### **15. FEES AND CHARGES**

The following standard fees and charges apply. All fees and charges that are set out in this section 15 are inclusive of GST.

If you consider that GSL or the Club has incorrectly charged you a fee or charge, you may dispute this by contacting either GSL or the Club in accordance with section 23 below. Any incorrectly charged fee or charge will be reversed by GSL or refunded to you by the Club, as is relevant to the particular circumstances.

#### **CLUB FEES AND CHARGES**

**Replacement Fee:** (payable to the Club at the time you pick up your replacement Prepaid Card from the Club. Refer to section 17 and section 19

below for further details). You agree to pay the following fee directly to the Club. This amount will not be deducted from your Prepaid Card Value. The Club may at any time choose to waive or reduce the following fee.

\$5 per replacement Prepaid Card.

### **GSL AND CARD SCHEME OPERATOR FEES AND CHARGES**

Other than the fee referred to above, you agree to pay all fees and charges that are set out in this PDS. Subject to GSL's discretion to waive or reduce any of these fees and charges, they will be deducted from your Prepaid Card by debiting (deducting) the amount of the fee or charge in accordance with this section 15.

**Purchase Transaction & Load Fee:** \$0.65 each time you make a purchase with the card or load any monetary amount onto the card otherwise than at the Club kiosk. Purchase transaction fee is deducted from your Prepaid Card at the same time you successfully use your Prepaid Card at an Electronic Banking Terminal to make a payment. Load fee is deducted from your Prepaid Card at the same time you arrange for funds to be loaded (added) to your Prepaid Card via Direct Credit otherwise than at the Club kiosk— refer to section 14 above.

**Declined Transaction & PIN Change Fee:** \$0.25 per transaction. Declined transaction fee is deducted from your Prepaid Card at the same time you attempt to use your Prepaid Card to purchase goods and services or perform a transaction but the transaction is declined or invalid. A transaction may be declined or invalid where: there is insufficient funds available on your Prepaid Card; or you press "CR" on an Electronic Banking Terminal (this is incorrect as you are required to select SAV/CHQ); you key in an incorrect PIN; you attempt to withdraw cash using your Prepaid Card. Pin change fee is deducted from your Prepaid Card at the same time you reset your PIN in accordance with section 19 below.

### **Other Fees**

**Cancellation Fee:** refer to section 18 below.

Refer to section 18 below.

**Expiry Fee:** refer to section 17 below.

Refer to section 17 below.

## **16. LIMITATIONS ON USE OF THE PREPAID CARD**

The Prepaid Card must not be used for illegal purposes, including the purchase of goods or services deemed illegal by any Australian law.

## **17. PREPAID CARD EXPIRY**

The Prepaid Card is valid until the Expiry Date. You must use all the Value by the Prepaid Card Expiry Date to ensure you receive the benefit of the Value.

Prior to the Expiry Date, you may request the Club on our behalf to provide you with a new Prepaid Card. In these circumstances, you will be required to attend the Club to pick up your new Prepaid Card. At this time, the Club will charge you directly a Replacement Fee. If we provide you with a new

Prepaid Card prior to the Expiry Date, we will transfer any Value remaining on your existing Prepaid Card onto the new Prepaid Card. In these circumstances, you will not be charged a fee associated with transferring any Value remaining on your existing Prepaid Card to the new Prepaid Card. On the Expiry Date we will stop your Prepaid Card and you will no longer be able to use it.

If on the Expiry Date, Value remains on your Prepaid Card then:

- if the Value remaining on your Prepaid Card is less than \$15.00, you will be charged an Expiry Fee equal to the Value remaining on your Prepaid Card. For example, if the Value remaining on your Prepaid Card on the Expiry Date is \$12.22, we will charge you an Expiry Fee equal to \$12.22; or
- if the Value remaining on your Prepaid Card is \$15.00 or greater, then the Club on GSL's behalf will contact you and work with you to determine whether you wish to place the Value that is stored on your expired Prepaid Card onto a new Prepaid Card or for the Value to be converted back into reward points in accordance with the Loyalty Scheme.

If after 6 months after the Expiry Date the Club (on GSL's behalf) has not been able to contact you after reasonable enquiries have been made in order for us to arrange for any Value remaining on your expired Prepaid Card to be placed onto a new Prepaid Card or the Value to be converted back into reward points in accordance with the Loyalty Scheme, then all funds held will be automatically reconverted back into reward points in accordance with the Loyalty Scheme.

You must not use your Prepaid Card after the Expiry Date shown. In some circumstances your Prepaid Card may be used for store purchases, which are below Floor Limits and where no electronic approval is required. If you use your Prepaid Card after the Expiry Date in these circumstances then you will be liable to GSL for the Value of any transaction as well as any reasonable costs incurred by GSL in collecting the amount owing from you.

## **18. CANCELLATION AND RETURN OF YOUR PREPAID CARD**

The Prepaid Card always remains the property of GSL.

GSL or the Club may cancel and demand the return of the Prepaid Card issued to you at any time:

- for security reasons and to protect the remaining Value where the Prepaid Card has been or is reasonably suspected by GSL to have been compromised and such compromise has been caused directly by you or third parties as a result of your conduct; or
- if you breach the terms and conditions set out in this PDS and that breach is of a serious nature.

If these circumstances arise, GSL (or the Club) will notify you that your Prepaid Card has been cancelled.

**You may cancel your Prepaid Card at any time by giving GSL or the**

**Club notice in writing, by telephone or by visiting the Club. Prior to the cancellation of your Prepaid Card, you should ensure that you use all Value that is remaining on your Prepaid Card.**

In this section 18, the date that your Prepaid Card is cancelled by GSL or the Club or you in accordance with this section 18 is referred to as the Cancellation Date.

If on the Cancellation Date Value remains on your Prepaid Card then:

- if this Value is less than \$15.00, you will be charged a Cancellation Fee equal to the Value remaining on your Prepaid Card For example, if the Value remaining on your Prepaid Card on the Cancellation Date is \$7.22, on the Cancellation Date we will charge you a Cancellation Fee equal to \$7.22; or
- if this Value is \$15.00 or greater, then we will arrange for the Club on our behalf to make reasonable attempts to contact you and work with you to determine whether you wish to place the Value that is stored on your cancelled Prepaid Card onto a new Prepaid Card or for the Value to be converted back into reward points in accordance with the Loyalty Scheme.

If after 6 months after the Cancellation Date the Club (on GSL's behalf) has not been able to contact you after reasonable enquiries have been made in order for us to arrange for the Value remaining on your cancelled Prepaid Card to be placed onto a new Prepaid Card or the Value to be converted back into reward points in accordance with the Loyalty Scheme, then all funds held will automatically be reconverted back into reward points in accordance with the Loyalty Scheme.

You must not use your Prepaid Card after the Cancellation Date. In some circumstances your Prepaid Card may be used for store purchases, which are below Floor Limits and where no electronic approval is required. If you use your Prepaid Card after the Cancellation Date in these circumstances then you will be liable to GSL for the Value of any transaction as well as any reasonable costs incurred by GSL in collecting the amounts owing.

## **19. LOSS, THEFT AND UNAUTHORISED USE**

### **By Website**

If you believe your PIN record has been lost or stolen or your PIN has become known to someone else, you should IMMEDIATELY logon to the Website and select "change your PIN", and follow the prompts. A PIN Change Fee applies in circumstances where you change your PIN (refer to section 15 above).

If you believe your Prepaid Card has been lost or stolen, you should IMMEDIATELY logon to the Website and select "lost and stolen card" and follow the prompts. This will place a stop on your Prepaid Card.

### **By Telephone or Visiting the Club**

Alternatively, if you believe your Prepaid Card or PIN record has been lost or stolen, or your PIN has become known to someone else, you should

**IMMEDIATELY** report this by contacting the Club using the phone number set out in section 4 above or visiting the Club in person.

### **Notification Requirements**

If you cannot reasonably notify the Club or GSL in accordance with one of the methods described above, any losses occurring due to non-notification whilst the website or phone number referred to above is non-operational will be the liability of GSL and the Club. To avoid further losses you are required to continue to try to contact the Club or GSL either through the website or the phone number referred to above. Providing you continue to try to contact GSL or the Club as is reasonable in your circumstances, GSL and the Club will continue to be liable for any loss occurring on your Prepaid Card. If you do not try to contact GSL or the Club as is reasonable in your circumstances, then you may become liable for any losses occurring on your Prepaid Card in accordance with section 22 below.

### **Procedure – Card Suspension**

The Club will use its best endeavours to contact you within 72 hours from when a stop was placed on your Prepaid Card to arrange either a replacement card to be issued to you or for your Prepaid Card to be reactivated in circumstances where you have found it. After a stop has been placed on your Prepaid Card, you will not be able to, and you must not attempt to, use your Prepaid Card until you have spoken with the Club to reactivate or replace your Prepaid Card (even if you have found your Prepaid Card).

After a stop has been placed on your Prepaid Card, in some circumstances, your Prepaid Card may be used for store purchases, which are below Floor Limits and where no electronic approval is required. If you use your Prepaid Card after a stop has been placed on your Prepaid Card, you will be liable to GSL for the Value of any transaction as well as any reasonable costs incurred by GSL in collecting the amount owing.

### **Procedure – Card Replacement**

Once a replacement Prepaid Card is issued to you, the Value remaining on your lost or stolen Prepaid Card will be transferred to your new Prepaid Card less any unauthorised transactions for which you are liable (refer to section 22 for a list of circumstances where you may be held liable for unauthorised transactions). You must also pay to the Club the Replacement Fee when you pick up your replacement Prepaid Card (refer to section 15 above).

You must give the Club a reasonable time to arrange cancellation and the issue of a replacement Prepaid Card.

## **20. STATEMENT OF TRANSACTION HISTORY**

You may check the Value that is available on your Prepaid Card and your transaction history, 24 hours a day 7 days a week, by visiting the Website.

## **21. PRIVACY AND INFORMATION COLLECTION**

### **Collection of information**

GSL and the Club may collect your personal information:

- to identify you if required in accordance with the AML Legislation;
- to provide information about a product or service;
- to consider your request for a product or service;
- to provide you with a product or service;
- to assist in arrangements with other organisations in relation to the promotion and provision of a product or service or suspend its operation until it is provided;
- to perform administrative and operational tasks (including systems development and testing, staff training, and market or customer satisfaction research);
- to prevent or investigate any fraud or crime (or a suspected fraud or crime); and
- as required by relevant laws.

### **Absence of relevant information**

If you do not provide some or all of the information requested, GSL and/or the Club may be unable to provide you with a product or service.

### **Providing your information to others**

GSL or the Club (as the case may be) may provide your information:

- to another entity within its group;
- to any outsourced service providers (for example mailing houses, data switch service companies);
- to regulatory bodies, government agencies, law enforcement bodies and courts;
- to other parties as is authorised or required by law; or
- to participants in the payments system and other financial institutions for the purpose of resolving disputes, errors or other matters arising out of your use of the Prepaid Card or third parties using your Prepaid Card or card information.

**By applying for the Prepaid Card and providing the necessary personal information, you have consented to the above use and disclosure of your personal information, other than any sensitive information such as your tax file number.**

### **Accessing your personal information**

Subject to the provisions of the Privacy Act 1988 (Cth), you may access any of your personal information at any time by calling GSL or the Club. GSL or the Club (as the case may be) may charge you a reasonable administration fee for access. This fee will be advised to you upfront in order for you to determine whether you wish to access your personal information. If you can show that information about you is not accurate, complete and up to date, GSL or the Club (as the case may be) will take reasonable steps to ensure it is corrected so that it is accurate, complete and up to date.

## **Collecting your sensitive information**

GSL or the Club will not collect sensitive information about you, such as health information, without your consent.

## **22. YOUR LIABILITY IN CASE YOUR PREPAID CARD IS LOST OR STOLEN OR IN THE CASE OF UNAUTHORISED USE**

(1) You are not liable for any loss arising from unauthorised use of your Prepaid Card:

- (a) before you have actually received your Prepaid Card or set your PIN online;
- (b) after you have reported it lost or stolen under section 19 above;
- (c) if you did not contribute to any unauthorised use of your Prepaid Card; or
- (d) if the unauthorised transaction was made using your Prepaid Card information without use of your actual Prepaid Card or PIN.

(2) For the purpose of section 22(1)(a), there is a presumption that you did not receive your Prepaid Card unless GSL or the Club can prove, for example by obtaining an acknowledgement of receipt from you, that you received the Prepaid Card.

(3) For the purpose of section 22(1)(c), GSL or the Club will undertake an assessment to consider whether you have contributed to any loss caused by the unauthorised use of your Prepaid Card. This assessment will include, if applicable, a review of whether you:

- (a) voluntarily disclosed your PIN to anyone, including a family member or friend;
- (b) voluntarily allowed someone else to observe you entering your PIN into an Electronic Banking Terminal;
- (c) wrote or indicated your PIN (without making any reasonable attempts to disguise the PIN) on your Prepaid Card or on any article carried with your Prepaid Card or likely to be lost or stolen at the same time as your Prepaid Card;
- (d) allowed anyone else to use your Prepaid Card; or
- (e) unreasonably delayed notification of:
  - (i) your Prepaid Card or PIN record being lost or stolen;
  - (ii) unauthorised use of your Prepaid Card; or
  - (iii) the fact that someone else knows your PIN.

(4) If GSL or the Club can prove on the balance of probabilities that you have contributed to the unauthorised use of your Prepaid Card under section 22(3), your liability will be the least of:

- (a) the actual loss, when less than the Value stored on your Prepaid Card at the time the loss occurred;
- (b) the actual loss at the time GSL or the Club is notified of the loss or theft of your Prepaid Card;

- (c) the Prepaid Card Limit; or
- (d) the amount for which you would be held liable if any industry rules applied (if you wish to find out what industry rules apply to transactions made using your Prepaid Card, please contact the Club or GSL).

(5) Where a PIN was required to perform an unauthorised transaction and it is unclear whether or not you have contributed to any loss caused by unauthorised use of your Prepaid Card, your liability will be the least of:

- (a) \$150;
- (b) the actual loss when less than the Value stored on your Prepaid Card at the time the loss occurred;
- (c) the actual loss at the time GSL or the Club is notified of the loss or theft of your Prepaid Card; or
- (d) the amount for which you would be held liable if any industry rules applied (if you wish to find out what industry rules apply to transactions made using your Prepaid Card, please contact the Club or GSL).

(6) In determining your liability under this section 22 The Club and GSL will consider:

- (a) all reasonable evidence including all reasonable explanations for an unauthorised use having occurred;
- (b) the fact that an account is accessed with the correct PIN, while significant, is not of itself conclusive evidence that you have contributed to the loss; and
- (c) the way that you used or secured information that you are not required to keep secret (for example, the Prepaid Card number, expiry date or the BSB or account number that appears on the reverse of the Prepaid Card) is not relevant;

(7) Your liability for losses occurring as a result of unauthorised access will be determined under the ePayments Code as issued or replaced from time to time by the Australian Securities and Investments Commission. You can find a copy of the ePayments Code on ASIC's website ([www.asic.gov.au](http://www.asic.gov.au)). The guidelines set out at section 13 to safeguard your Prepaid Card and PIN are the minimum suggested security measures you should take. If you disagree with the process undertaken by GSL or the Club, you should contact GSL or the Club and request that GSL or the Club review its decision in accordance with section 23 below.

### **23. RESOLVING ERRORS ON ACCOUNT STATEMENTS**

If you believe a transaction is wrong or unauthorised or your account statement contains any instances of unauthorised use or errors, you must immediately notify the Club. As soon as you can, you must also provide the Club the following:

- your name and address and Prepaid Card number;



- details of the transaction or the error you consider is wrong or unauthorised;
- the dollar amount and an explanation as to why you believe it is an unauthorised transaction or an error;
- details of whether your Prepaid Card is signed and your PIN secure; and
- any other details requested by the Club or GSL.

The Club and GSL have the ability to investigate any disputed transactions which occurs on your Prepaid Card. You may wish to dispute a transaction in circumstances where:

- the transaction is not recognised by you;
- you did not authorise the transaction;
- you did not receive the goods or services to which the transaction relates;
- the transaction amount differs to the purchase amount; or
- you believe a transaction has been duplicated.

If the Club or GSL find that an error was made or that you are not liable for the transaction in accordance with the terms set out in section 22, then GSL will make the appropriate adjustments to your Prepaid Card and will advise you in writing of the amount of the adjustment.

Where possible, GSL will attempt to recover funds from the relevant merchant's bank via way of a chargeback where applicable industry rules and regulations allow chargebacks. Typically, GSL will be able to chargeback a transaction where a transaction occurred offline (for example, a fallback transaction) and the relevant transaction is over the offline limit that has been set.

## **24. CHANGES TO THESE TERMS AND CONDITIONS**

We may change, add to or delete the terms and conditions set out in this PDS at any time. Where the change involves an increase in our fees or charges, or an increase in the risk associated with the Prepaid Card or may otherwise be detrimental to you, we will provide you with at least 30 days' prior notice of the change or variation.

In these circumstances, we will notify you of the change by sending to you a supplementary product disclosure statement.

Any notice or document that it is to be sent to you, including any notice of assignment or notification of future card expiry, or of changes to this PDS etc, may, subject to any other method mandated by law, be sent to the postal address, or email address, or fax number, or by SMS to your mobile phone number, as shown on your application for your card, or as you might subsequently notify your club or GSL. So please ensure you notify your club of any changes to any of these details. Any communication sent by post will be deemed delivered 3 Business Days after being sent, and if delivered by email, or fax, or SMS, will, unless any notification of non-delivery is received, be deemed delivered one Business Day after being sent. Any other changes may be made from time to time and may be updated by

amending the version of this PDS that is available at the Website.

A copy of the latest version of this PDS will be available at all times online on the Website at no cost to view. Upon request by you, GSL or the Club will provide you with a paper copy of the latest version of this PDS without charge.

**If you wish to cancel your Prepaid Card as a result of any change or variation we make to this PDS, you must contact GSL or the Club to cancel your Prepaid Card. In these circumstances, you will not be charged any cancellation fee.**

## **25. OTHER GENERAL CONDITIONS**

You may not assign your rights under this PDS to any other person. GSL may assign its rights or transfer the contract to another person where such assignment is to a related party or third party where such third party has a similar or fairer dispute resolution procedure than GSL. If GSL assigns or transfers the rights under this PDS, this PDS will apply to the transferee or assignee as if it were named as GSL. If we assign this PDS, we will provide you with notice and you will be able to cancel your Prepaid Card as a result of this assignment without being charged any card cancellation fees.

## **26. ANTI-MONEY LAUNDERING AND COUNTER-TERRORIST FINANCING**

You acknowledge and agree that:

- where required, you will provide to GSL all information reasonably requested by GSL in order for GSL to comply with the fraud monitoring and anti-money laundering and counter terrorism financing obligations imposed on it pursuant to the AML Legislation;
- GSL may be legally required to disclose information about you to regulatory and/or law enforcement agencies;
- GSL may block, delay, freeze or refuse any transactions where GSL in its sole opinion considers reasonable grounds exist to believe that the relevant transactions are fraudulent, in breach of the AML Legislation or any other relevant law;
- where transactions are blocked, delayed, frozen or refused by GSL in accordance with this section 26, you agree that GSL is not liable for any loss suffered by you or any third parties arising directly or indirectly as a result of GSL taking this action; and
- where required, GSL will monitor all transactions that arise pursuant to your use of Prepaid Card in accordance with its obligations imposed on it by the AML Legislation.

## **27. DEFINITIONS**

In this PDS, unless otherwise indicated:

**AML Legislation** means the Anti-Money Laundering and Counter Terrorism Financing Act 2006 (Cth) and its associated rules, regulatory guides and regulations.

**Business Day** means a day that banking institutions are open in New

South Wales, excluding Saturday, Sunday and public and bank holidays.

**Club** means the entity that is a distributor and promoter of the Prepaid Card and whose name and details are set out in section 4 of this PDS.

**Prepaid Card** means the eftpos prepaid Reloadable card issued by **GSL to you at the request of the Club.**

**Prepaid Card Limit** means the total Value that may be stored on your Prepaid Card at any one time, which as at the date of this PDS is \$5,000.

**Direct Credit** (also known as Electronic Funds Transfer, EFT or Pay Anyone) means a facility that enables you, through your Australian financial institution's internet banking platform, to credit funds to a facility that has an account number and a BSB, such as your Prepaid Card (see the reverse side of your Prepaid Card for the relevant account number and BSB associated with it).

**eftpos** means Electronic Funds Transfer Point of Sale.

**Electronic Banking Terminal** means an eftpos device, being a terminal at which payments can be made (for example, a terminal that a merchant has available in store at which you may make electronic payments using a card, such as your Prepaid Card, that is acceptable to the merchant).

Electronic Transaction means a transaction: (i) initiated by your instruction to purchase goods and/or services using your Prepaid Card and your PIN (or signature depending on the relevant authorisation requirement at the Electronic Banking Terminal); (ii) arising from use of your Prepaid Card; or (iii) arising from use of information stored on your Prepaid Card.

**Expiry Date** means the expiry date printed on the front of your Prepaid Card.

**Loyalty Scheme** means a program established by the Club whereby a member of the Club accrues reward points in accordance with the Club's loyalty scheme rules that are in force from time to time.

**Floor Limit** means an amount above which a payment using an eftpos Device requires approval by GSL in order for the transaction to be effected. Floor Limits are set by merchants' financial institutions.

**PIN** means the Personal Identification Number required to be entered by you when using the Prepaid Card for Electronic Transactions. The PIN is set by you at the same time you activate your Prepaid Card and may be changed by you from time to time (refer to section 19 above).

**Reloadable** means that additional Value may be loaded (added) onto your Prepaid Card from time to time in accordance with this PDS and provided that the Value stored on your Prepaid Card does not exceed the Prepaid Card Limit.

**Value** means the monetary value stored on your Prepaid Card from time to time (expressed in Australian Dollars), that remains available to you.

**We, us, our** means GSL.

**Website** means the website of the Club available at the URL provided in

section 4 of this PDS.

**You, your** means the person to whom the Prepaid Card is issued.

## **28. INTERPRETATIONS**

Reference to:

- one gender includes the other;
- the singular includes the plural and the plural includes the singular;
- a party named in this PDS includes the party's executors, administrators, successors and permitted assigns;
- money is referring to Australian Dollars unless otherwise stated;
- "Including" and similar expressions are not words of limitation;
- where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning;
- headings and any table of contents or index are for convenience only and do not form part of this Agreement or affect its interpretation;
- if an act must be done on a specified day which is not a Business Day, it must be done on the next business day.

## **29. PARTIES**

If a party consists of more than 1 person, the terms and conditions set out in this PDS bind each of them separately and 2 or more of them jointly and severally.

An obligation, representation or warranty in favour of more than 1 person is for the benefit of them separately and jointly.



[www.clubmerrylands.com.au](http://www.clubmerrylands.com.au)