

## PRODUCT DISCLOSURE STATEMENT:

### 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 will be requested to agree to abide by the terms and conditions set out in this PDS. Therefore this PDS should be read carefully. We suggest that you seek 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 Indue Ltd ABN 97 087 822 464 (“Indue”).

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

This PDS is dated 19 January 2010.

Words that are capitalised in this PDS are defined in section 12 below.

### 2. GENERAL DESCRIPTION OF THE PREPAID CARD

The Prepaid Card is a reloadable EFTPoS Prepaid Card. The Prepaid Card allows purchases and payments to be made wherever EFTPoS prepaid cards are accepted (subject to individual merchant’s discretion). The Prepaid Card cannot be used to withdraw cash at ATMs or at EFTPoS terminals.

### 3. ELIGIBILITY

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

### 4. PREPAID CARD DISTRIBUTOR

Gobsmacked Marketing Pty Ltd ACN 129 835 632 (“Gobsmacked”) and The Wollongong Ex-Services Club Ltd ABN 39 001 003 854 (“Club”) are the distributors and promoters of the Prepaid Card. Both Gobsmacked and the Club are responsible for distributing and promoting the Prepaid Card and providing certain cardholder services to you. 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.

Gobsmacked and the Club are not the issuers of the Prepaid Card. Indue is the issuer of the Prepaid Card.

Both Gobsmacked (authorised representative number 333685) and the Club (authorised representative number 344001) are authorised representatives of Indue.

Gobsmacked may be contacted at:

PO Box 2274  
BONDI JUNCTION NSW 1355  
Phone: (02) 9357 7200

The Club may be contacted at:

82 Church St  
WOLLONGONG NSW 2500  
Phone: (02) 4228 8522

## **5. PREPAID CARD ISSUER**

The issuer of the Prepaid Card is Indue. Indue is an authorised deposit-taking institution. Indue holds an Australian Financial Services Licence, AFSL number 320204.

You may contact Indue at:

PO Box 523  
TOOWONG QLD 4066  
Phone: 1300 731 363

## **6. ROLES AND RESPONSIBILITIES OF INDUE, GOBSMACKED AND THE CLUB**

By entering into this PDS, you are entering into a contract with Indue. Indue is the issuer of the Prepaid Card and is responsible for effecting settlement of all transactions that may arise as a result of you using your Prepaid Card in accordance with the terms set out in this PDS.

Gobsmacked and the Club are authorised representatives of Indue and are responsible for the distribution and promotion of the Prepaid Card and providing you with the various cardholder services referred to in section 4 above.

Neither Gobsmacked nor the Club has the authority to:

- make any representations or give any warranties that contradict those contained in this PDS, unless the prior approval of Indue 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 Indue 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 either Gobsmacked or the Club have exceeded their authority by acting in any of the above ways, we request you immediately contact Indue on 1300 731 363 to clarify the matter.

Indue, Gobsmacked and the Club are not related entities.

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

The benefits of the Prepaid Card are that:

- the Prepaid Card can be used to buy goods and services from merchants in Australia who accept EFTPoS prepaid cards;
- the Prepaid Card accesses only 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 17 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 cash amount that can be spent using the Prepaid Card; and
- all funds are held by Indue, an authorised deposit-taking institution.

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

The risks associated with the Prepaid Card include:

- any attempted load by you or the Club that will take the Value on your Prepaid Card over the Prepaid Card Limit will be rejected in full (refer to section 17 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 24 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 may, at their discretion, refuse 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;
- if you do not use the Value loaded (added) onto your Prepaid Card within the timeframes set out in this PDS, you may lose any remaining Value on your Prepaid Card (refer to sections 20

and 21 below);

- unauthorised and fraudulent transactions may occur on your Prepaid Card (refer to section 24 below for a list of circumstances where you may be held liable for unauthorised use on your Prepaid Card);
- due to equipment errors, malfunctions or equipment being used incorrectly, 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 may be 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 24 below); or
- your Prepaid Card details may become known to criminals via various methods 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 24 below).

## **9. OTHER IMPORTANT INFORMATION**

You will not earn any interest on any Value stored on your Prepaid Card. You cannot use the Prepaid Card at ATMs or to withdraw cash at EFTPoS terminals.

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

Depending on legislation in force from time to time, the Value stored on your Prepaid Card, may not fall 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 the deposit guarantee currently being offered by the Australian government.

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

## **10. 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

through your bank or financial institution's website, should be directed to your bank or financial institution.

#### **11. 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 Indue.

If Indue or the Club (as the case may be) is unable to settle your complaint immediately to your satisfaction, then Indue or the Club (as the case may be) will acknowledge your complaint within 5 Business Days and may if relevant, request further details from you.

Within 21 days of receiving your complaint or further instructions from you, Indue or the Club will:

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

Where an investigation continues beyond 45 days, Indue or the Club (as the case may be) will continue to provide you with monthly updates on the progress of the investigation and a date when a decision can be reasonably expected, unless Indue or the Club is waiting for a response from you and you have been advised that Indue or the Club requires such a response.

Where you are not satisfied with the outcome of your complaint, you have the right to contact Indue's External Dispute Resolution Scheme.

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

#### **Credit Ombudsman Service Limited**

PO Box A252  
Sydney South  
NSW 1235

Website: [www.creditombudsman.com.au](http://www.creditombudsman.com.au)

Telephone: 1800 138 422 or 02 9273 8400

Fax: 02 9273 8440

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). Indue is not responsible for the allocation or conversion of reward points to Value.

## TERMS AND CONDITIONS

### 12. 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.

**ATM** means automatic teller machine.

**Business Day** means a day that banking institutions are open in Brisbane, excluding Saturday, Sunday and public and bank holidays.

**Club** means The Wollongong Ex-Services Club Ltd ABN 39 001 003 854 trading as City Diggers.

**Direct Credit** (also known as Electronic Funds Transfer or EFT) enables you, through your financial institution, to load Value from your nominated account onto your Prepaid Card.

**Dispute Resolution** refers to the process where you dispute a transaction on your Prepaid Card and Indue is required to investigate the transaction by contacting the relevant merchant's financial institution. A disputed transaction may occur in circumstances where a transaction is duplicated or where the merchant has charged the wrong amount to your Prepaid Card.

**Indue** means Indue Limited ABN 97 087 822 464 being the issuer of the Prepaid Card (Australian Financial Services Licence number 320204).

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

**Electronic Banking Terminal** means an EFTPoS device.

**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.

**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 22 below).

**Prepaid Card** means the EFTPoS reloadable Prepaid Card issued by Indue 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.

**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.

**Voucher Retrieval** refers to the process where you dispute a transaction on your Prepaid Card and you request that Indue obtain a copy from the merchant of the relevant receipt that evidences the transaction.

**We, us, our** means Indue.

**Website** means [www.citydiggers.com.au](http://www.citydiggers.com.au).

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

### **13. THE PREPAID CARD**

The Prepaid Card is an EFTPoS Reloadable card.

The Prepaid Card allows purchases and payments to be made wherever EFTPoS prepaid cards are accepted in Australia, if a sufficient Value is stored on the Prepaid Card. The Prepaid Card cannot be used to withdraw cash at ATMs or at EFTPoS terminals. Some merchants may choose not to accept EFTPoS prepaid cards. You should always check with the merchant that it will accept your Prepaid Card before you attempt to purchase any goods or services.

You acknowledge and agree that you will not earn any interest on any Value that is stored on your Prepaid Card from time to time.

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

Indue 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 the PIN is used in conjunction with electronic equipment.

Fraudulent transactions can occur on your Prepaid Card. Where you advise Indue or the Club that a transaction that has been debited (deducted) is fraudulent, unauthorised or disputed, Indue or the Club will investigate and review that transaction in accordance with section 25 below.

#### **14. 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 at [www.citydiggers.com.au](http://www.citydiggers.com.au) select "Activate My New Prepaid Card", and follow the prompts.

#### **15. 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 24 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 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 Indue immediately.

If you forget your PIN, you are able to reset it by going online to [www.citydiggers.com.au](http://www.citydiggers.com.au) and following the prompts (refer to section 22 below). In these circumstances, an Additional PIN Change Fee applies (refer to section 18 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 Indue, Gobsmacked 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 Indue's website or that of the Clubs' via an email link embedded in an email. Always access the website directly from your Internet page;
- 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 EFTPoS 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.

## **16. USING YOUR PREPAID CARD**

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 18 below).

The Prepaid Card may be used as many times as desired as long as the necessary Value is available, the Expiry Date has not been reached and the Prepaid Card has not been suspended or cancelled.

Indue, Gobsmaeked and the Club do not warrant or accept any responsibility if a merchant's Electronic Banking Terminal does not accept your Prepaid Card. You should always check with the relevant merchant that it will accept your Prepaid Card before purchasing any goods or services.

Neither Indue, Gobsmaeked nor the Club is 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, Indue has the ability in certain circumstances to investigate disputed transactions on your behalf (refer to section 25 below for a list of the circumstances when Indue can investigate disputed transactions) and attempt to obtain a refund for you.

## **17. 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. Each time you convert reward points into Value, you will be charged a Club Load Fee (see section 18 below).

You may complete this conversion by visiting the Club in person. It may take up to 72 hours once Indue receives a request from the Club, for the funds to be available for use on your Prepaid Card.

Indue 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 18 below).

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

To load funds using Direct Credit, use the BSB and account number that appears on the reverse side of your Prepaid Card.

It can take up to 72 hours for your funds to be made available for use through this payment method.

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, Indue recommends that you regularly check your balance online.

## **18. FEES AND CHARGES**

The following standard fees and charges apply. All fees and charges that are set out in this section 18 are inclusive of GST. If you consider that Indue or the Club has incorrectly charged you a fee or charge, you may dispute this by contacting either Indue or the Club in accordance with section 25 below. Any

incorrectly charged fee or charge will be reversed by Indue or refunded to you by the Club, as is relevant to the particular circumstances.

#### City Diggers Club Fees and Charges

The below fees are paid directly by you to the Club. These amounts will not be deducted from your Prepaid Card Value. The Club may at any time choose to waive any of the below fees.

**Prepaid Card Purchase Fee:** \$7.50 (payable to the Club at the time you purchase your Prepaid Card).

**Prepaid Card Renewal Fee:** \$3.00 (payable to the Club at the time you pick up your new Prepaid Card from the Club. Refer to section 20 below for further details).

**Lost, Stolen or Damaged Prepaid Card Replacement Fee:** \$15.00 (payable to the Club at the time you pick up your replacement Prepaid Card from the Club. Refer to section 22 below for further details).

#### Indue Fees and Charges

Other than the fees referred to above, you agree to pay to Indue all fees and charges that are set out in this PDS. Indue will deduct (debit) these fees and charges from your Prepaid Card by debiting (deducting) the amount of the fee or charge in accordance with this section 18.

**Purchase Transaction Fee:** \$0.65 per transaction (deducted from your Prepaid Card at the same time you successfully use your Prepaid Card at an Electronic Banking Terminal to make a payment).

**Declined Transaction Fee:** \$0.25 per transaction (deducted from your Prepaid Card at the same time you attempt to use your Prepaid Card to purchase goods and services at an Electronic Banking Terminal but the transaction is declined for whatever reason).

**Additional PIN Change Fee:** \$0.22 per PIN change (deducted from your Prepaid Card at the same time you reset your PIN in accordance with section 22 below).

**Club Load Fee:** \$0.48 per transaction (deducted from your Prepaid Card at the same time the Club arranges for funds to be loaded (added) to your Prepaid Card – refer to section 17 above).

**Load Fee:** \$0.67 per transaction (deducted from your Prepaid Card at the same time you arrange for funds to be loaded

(added) to your Prepaid Card via Direct Credit – refer to section 17 above).

### Servicing Fees:

**Dispute Resolution Fee:** \$27.50 per dispute (Refer to definition of Dispute Resolution. This fee is charged and deducted from your Prepaid Card at the same time you instruct either the Club or Indue to conduct a Dispute Resolution investigation. This fee is charged whether or not the outcome of the dispute is favourable to you. Refer to section 25 below for further details).

**Voucher Retrieval Fee:** \$25.40 per retrieval (Refer to definition of Voucher Retrieval. This fee is charged and deducted from your Prepaid Card at the same time you instruct either the Club or Indue to complete a Voucher Retrieval request for you. Refer to section 25 below for further details).

**Monthly Prepaid Card Fee:** \$0.50 (deducted from your Prepaid Card on the last Business Day of each month for every month or part thereof that your Prepaid Card is active).

**Prepaid Card Cancellation Fee:** refer to sections 20 and 21 below.

## **19. 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.

## **20. 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 for 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 Prepaid Card Renewal 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 a Prepaid Card Cancellation 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 a Prepaid Card Cancellation Fee equal to \$12.22; or

- if the Value remaining on your Prepaid Card is greater than \$15.00, then the Club on Indue'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 Indue'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 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 approvals are in place. If you use your Prepaid Card after the Expiry Date in these circumstances then you will be liable to Indue for the Value of any transaction as well as any reasonable costs incurred by Indue in collecting the amount owing from you.

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

The Prepaid Card always remains the property of Indue.

Indue, Gobsmaeked 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 reasonable suspected by Indue 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, Indue (or Gobsmaeked or the Club) will notify you that your Prepaid Card has been cancelled.

**You may cancel your Prepaid Card at any time by giving Indue 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 21, the date that your Prepaid Card is cancelled

by Indue, Gobsmacked, the Club or you in accordance with this section 21 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 Prepaid Card 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 an Prepaid Card Cancellation Fee equal to \$7.22; or
- if this Value is greater than \$15.00, 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 Indue'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 approvals are in place. If you use your Prepaid Card after the Cancellation Date in these circumstances then you will be liable to Indue for the Value of any transaction as well as any reasonable costs incurred by Indue in collecting the amounts owing.

## **22. 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 [www.citydiggers.com.au](http://www.citydiggers.com.au) and select "change your PIN", and follow the prompts. An Additional PIN Change Fee applies in circumstances where you change your PIN (refer to section 18 above).

If you believe your Prepaid Card has been lost or stolen, you should **IMMEDIATELY** logon to [www.citydiggers.com.au](http://www.citydiggers.com.au) and select "lost and stolen card" and follow the prompts.

Upon successful suspension of your Prepaid Card, all transactions will be blocked (other than transactions which are below

merchant's floor limits and where no electronic approval is required) and even if you should find your Prepaid Card, you will not be able to use it until you have spoken with the Club to reactivate your Prepaid Card. The Club will use its best endeavours to contact you within 24 hours of the next Business Day from when you placed a stop 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.

You must not use your Prepaid Card after you have successfully suspended your Prepaid Card but before the Club has contacted you to arrange either a replacement card to be issued to you or for your Prepaid Card to be reactivated. In some circumstances your Prepaid Card may be used for store purchases which are below floor limits and where no electronic approvals are in place. If you use your Prepaid Card after the successful suspension of your Prepaid Card but before your Prepaid Card has been reactivated in circumstances where you have found it, you will be liable to Indue for the Value of any transaction as well as any reasonable costs incurred by Indue in collecting the amount owing.

### **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 on (02) 4228 8522 or visiting the Club in person.

### **Notification Requirements**

If you cannot reasonably notify the Club or Indue in accordance with one of the methods described above, then any losses occurring due to non-notification will be the liability of Indue, Gobsmacked and the Club. To avoid further losses you are required to continue to try to notify the Club or Indue using one of the methods described above. Providing you continue to try to use reasonable endeavours having regard to your own individual circumstances to notify Indue or the Club, Indue, Gobsmacked and the Club will continue to be liable for any loss occurring on your Prepaid Card. If you do not try to notify us as is reasonable having regard to your own individual circumstances, then you may become liable for any losses occurring on your Prepaid Card in accordance with section 24 below.

### **Procedure**

You will need to attend the Club to pick up your replacement Prepaid Card. 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 24 for a list of circumstances where you may be held liable for

unauthorised transactions). In these circumstances, you will be required to pay directly to the Club the Lost, Stolen or Damaged Prepaid Card Replacement Fee (refer to section 18 above).

## **23.PRIVACY AND INFORMATION COLLECTION**

### **Collection of information**

Indue, Gobsmacked 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, Indue, Gobsmacked and/or the Club may be unable to provide you with a product or service.

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

Indue, Gobsmacked or the Club (as the case may be) may provide your information:

- to another group of its Companies;
- 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.

### **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 Indue, Gobsmacked or the Club. Indue, Gobsmacked 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, Indue, Gobsmacked or the Club (as the case may be) will take reason-

able steps to ensure it is corrected so that it is accurate, complete and up to date.

### **Collecting your sensitive information**

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

### **24. 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 unauthorised use of your Prepaid Card:

- (a) before you have actually received your Prepaid Card or PIN;
- (b) after you have reported it lost or stolen under section 22 above; or
- (c) if you did not contribute to any unauthorised use of your Prepaid Card.

(2) For the purpose of section 24(1)(c) you will be taken to have contributed to any loss caused by unauthorised use of your Prepaid Card if:

- (a) in relation to a transaction arising out of a sales voucher, you unreasonably delay notification of your Prepaid Card being lost or stolen or of any unauthorised use of your Prepaid Card;
- (b) in relation to transactions carried out at Electronic Banking Terminals, you:
  - (i) voluntarily disclose your PIN to anyone, including a family member or friend;
  - (ii) voluntarily allow someone else to observe you entering your PIN into an Electronic Banking Terminal;
- (c) you write or indicate your PIN on your Prepaid Card;
- (d) you write or indicate your PIN (without making any reasonable attempts to disguise the PIN) on any article carried with your Prepaid Card or likely to be lost or stolen at the same time as your Prepaid Card;
- (e) you allow anyone else to use your Prepaid Card;
- (f) you unreasonably delay notification of:
  - (i) your Prepaid Card or PIN record being lost or stolen; or
  - (ii) unauthorised use of your Prepaid Card; or
  - (iii) the fact that someone else knows your PIN.

(3) If you are taken to have contributed to the unauthorised use of your Prepaid Card under section 24(2), your liability will be the lesser of:

- (a) the actual loss when less than the Value stored on your Prepaid Card at that time the loss occurred;
- (b) the actual loss at the time Indue or the Club is notified of the loss or theft of your Prepaid Card; or
- (c) the Prepaid Card Limit.

(4) 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 lesser of:

- (a) \$150;
  - (b) the actual loss when less than the Value stored on your Prepaid Card at that time the loss occurred; or
  - (c) the actual loss at the time Indue or the Club is notified of the loss or theft of your Prepaid Card.
- (5) In determining your liability under section 24(4):
- (a) the Club, Gobsmacked and Indue will consider all reasonable evidence including all reasonable explanations for an unauthorised use having occurred; and
  - (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.
- (6) Your liability for losses occurring as a result of unauthorised access will be determined under the EFT Code of Conduct as issued from time to time by the Australian Securities and Investments Commission. The guidelines set out at section 15 to safeguard your Prepaid Card and PIN are the minimum suggested security measures you should take.

## **25. 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; and
- details of whether your Prepaid Card is signed and your PIN secure.

The Club and Indue have the ability to investigate any disputed transactions which occurs on your Prepaid Card. In these circumstances the Dispute Resolution Fee or Voucher Retrieval Fee may apply (refer to section 18 above). Indue and the Club will advise you upfront whether either of these fees will apply in order for you to decide whether to proceed with requesting Indue or the Club to investigate the transaction. 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 Indue find that an error was made or that you are not liable for the transaction in accordance with the terms set out in section 24, then Indue will make the appropriate adjustments to your Prepaid Card and will advise you in writing of the amount of the adjustment.

Where possible, Indue will attempt to recover funds from the

Where possible, Indue will attempt to recover funds from the relevant merchant's bank via way of a chargeback where the Consumer Electronic Clearing System rules and regulations allow chargebacks. Typically, Indue 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.

## **26. 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 if we provide you with at least 30 days notice of the change or variation. This includes varying our fees or charges. In these circumstances, we will notify you of the change by sending to you a supplementary product disclosure statement. If you wish to cancel your Prepaid Card as a result of any change of variation we make to this PDS, you must contact Indue or the Club to cancel your Prepaid Card. In these circumstances, you will not be charged any cancellation fee associated with us returning any Value remaining on your Prepaid Card to you.

Any notice or document may be given by us sending it to your last known address. Except where it contravenes a law, if we send it to your last known address, it is taken to have been received on the date it would have been delivered in the ordinary course of the post.

A copy of the latest version of this PDS will be available at all times online [www.citydiggers.com.au](http://www.citydiggers.com.au) at no cost to view.

## **27. OTHER GENERAL CONDITIONS**

You may not assign your rights under this PDS to any other person. Indue 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 more fair dispute resolution procedures than Indue. If Indue assigns or transfers the rights under this PDS, this PDS will apply to the transferee or assignee as if it were named as Indue. 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 or fees associated with us returning any Value remaining on your Prepaid Card to you.

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

You acknowledge and agree that:

- where required, you will provide to Indue all information reasonably requested by Indue in order for Indue to comply with the fraud monitoring and anti-money laundering and counter terrorism financing obligations imposed on it pursuant to the AML Legislation;

- Indue may be legally required to disclose information about you to regulatory and/or law enforcement agencies;
- Indue may block, delay, freeze or refuse any transactions where Indue 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 Indue in accordance with this section 28, you agree that Indue is not liable for any loss suffered by it or other third parties arising directly or indirectly as a result of Indue taking this action; and
- where required, Indue will monitor all transactions that arise pursuant to your use of Prepaid Card in accordance with its obligations imposed on it in accordance with the AML Legislation.

## **29. 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.

## **30. PARTIES**

If a party consists of more than 1 person, this Agreement binds 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.