

*Ladbrokes.com.au*



**LADBROKES VISA CARD**  
**PRODUCT DISCLOSURE STATEMENT**

In this Product Disclosure Statement for the Ladbrokes Visa Card you will find:

**Part A – General Information**

and

**Part B – Terms and Conditions including Fees and Charges**

**Dated 3rd July 2015**

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## PART A GENERAL INFORMATION

### 1. INTRODUCTION

#### 1.1. ABOUT THIS PRODUCT DISCLOSURE STATEMENT

This document forms the Product Disclosure Statement (“PDS”) for the Ladbrokes Visa Card (the “Card”). The PDS for the Card contains important information regarding the Card, including the fees and other costs that apply to the Card.

This Product Disclosure Statement is issued by Cuscal Limited ABN 95 087 822 455, AFSL 244116 (“Cuscal”/ “we”) as a requirement under the Corporations Act 2001.

This PDS is an important document designed to assist you in deciding whether to acquire the financial product to which it relates – the Ladbrokes Visa Card.

Your contract with us for the Card is comprised of this PDS document incorporating the Terms and Conditions, which contains important information regarding the Card.

The information in this PDS does not take into account your individual objectives, financial situation or needs. Any advice in this PDS is general advice only. You should consider the appropriateness of any general advice to your circumstances before acting on it.

### 2. ELECTRONIC STATEMENTS

By successfully applying for and using the Card, you acknowledge that we do not provide and you will not receive paper statements. Electronic statements showing the Card’s transactions and Available Balance are available for viewing and printing from the Website shown on the PIN Mailer. Please contact Ladbrokes on 1300 523 276 if you require any assistance accessing electronic statements.

### 3. CHANGES TO THIS PDS

The information in this PDS is subject to change from time to time and is correct and current as at the date stated on the front cover. Where the new information is materially adverse information the Issuer will either issue a new PDS or a supplementary PDS setting out the updated information. Where the new information is not materially adverse information we will not issue a new PDS or supplementary PDS to you, but you will be able to find the updated information via the Website. You may request a paper copy of this information free of charge from *emERCHANTS* by phoning 1300 739 889.

### 4. GENERAL PRODUCT DESCRIPTION

The Card is a reloadable Visa branded prepaid card. Your Card provides you with the means to receive winnings from your Ladbrokes Wagering Account as well as keep track of and enjoy access to your Stored Value anywhere in the world where Visa prepaid cards are accepted.

An inactive Card can be made into a functional Visa prepaid Card if you have received a copy of this PDS and you have fulfilled the requirements for activating the Card. You then have a facility for making non-cash payments which Cuscal provides to you as card issuer.

Your Card can only be loaded with winnings from your Ladbrokes Wagering Account within the transaction limits listed in section 12.7 of Terms and Conditions in Part B. You can choose to load all or part of your winnings to the Card. **Cardholders are not permitted to load or transfer any personal funds onto their Card.**

The Product is not a credit or charge Card and the Card Stored Value does not earn interest. The acquisition of, or value loaded to, the Card does not represent a deposit with, or investment, in Cuscal.

## 5. PARTIES INVOLVED IN DISTRIBUTION OF THE CARD

**Emerchants Payment Solutions Limited** ABN 30 131 436 532 ("*emergchants*") is the holder of Australian Financial Services Licence number 404131. Under its AFSL, *emergchants* is authorised to provide financial services including arranging for the issue of non-cash payment facilities to the Ladbrokes Visa Card. When providing financial services in relation to the Card, *emergchants* acts on its own behalf.

*emergchants* can be contacted via:

Phone: 1300 739 889 between 8:30am to 5pm Queensland time.

Mail: Locked Bag 5, Fortitude Valley Business Centre QLD 4006

Email: [support@emergchants.com.au](mailto:support@emergchants.com.au)

Internet: [www.emerchants.com.au](http://www.emerchants.com.au)

**Ladbrokes Digital Australia Pty Ltd** ABN 25 151 956 768 (Ladbrokes) is an authorised representative of *emergchants* (authorised representative number 454209) and is authorised by *emergchants* to arrange for the issue of the Card. When providing financial services in relation to the Card, Ladbrokes acts on behalf of *emergchants*.

Ladbrokes can be contacted via:

Phone: 1300 523 276

Mail: 461-473 Lutwyche Road, Lutwyche QLD 4030

Email: [support@ladbrokes.com.au](mailto:support@ladbrokes.com.au)

Internet: [www.ladbrokes.com.au](http://www.ladbrokes.com.au) or <http://www.ladbrokescard.com.au/>

## 6. CARD ISSUER

The Issuer of the Card is Cuscal and if you acquire the Card you will have a contract with Cuscal.

Cuscal is an authorised deposit-taking institution, a member of Visa International and the holder of Australian Financial Services Licence No. 244116 authorising it to provide financial product advice for, and deal in, certain products including the Card. The balance of your funds, represented by value stored on your Card, will be held by Cuscal as a liability owing to you.

Cuscal is paid fees by *emergchants* for the services it provides as the Issuer.

Cuscal can be contacted via:

Phone: 1300 650 501

Mail: GPO Box 4720, Sydney NSW, 2001

Email: [calldirect@cuscal.com.au](mailto:calldirect@cuscal.com.au)

Internet: [www.cuscal.com.au](http://www.cuscal.com.au)

## 7. ROLES OF THE CARD DISTRIBUTORS AND ISSUER

*merchants* is responsible for the distribution of the Card under an arrangement with Cuscal and is also responsible for providing various Cardholder services. Ladbrokes provides customer service support for Cardholders, including the online and telephone systems to allow Cardholders access to their Stored Value Balance and transaction history.

Cuscal is responsible for the settlement of transactions using the Card, but may outsource these functions to other service providers.

Neither *merchants*, nor anyone else acting on its behalf, has the authority on behalf of Cuscal to:

- Tell you anything about the Card that is inconsistent with the information in this PDS;
- Give you financial product advice (that is, a recommendation or statement of opinion intended or that could be reasonably regarded as being intended to influence you in making a decision) about the Card; and
- Do anything else on Cuscal's behalf, other than marketing, arranging for the issue of and providing customer services for the Card.

## 8. SIGNIFICANT BENEFITS TO CARDHOLDERS

The significant benefits of the Card are as follows:

- You can load (or reload) value onto your Card by transferring winnings to your Card from your Ladbrokes Wagering Account using the options available under the Ladbrokes Card My Account tab at [www.ladbrokes.com.au/myaccount/lbcard/](http://www.ladbrokes.com.au/myaccount/lbcard/). Use of your Card is subject to certain transaction limits, as set out in section 12.7;
- You can unload value from your Card by transferring winnings from your Card back to your Ladbrokes Wagering Account using the options available under the Ladbrokes Card My Account tab at [www.ladbrokes.com.au/myaccount/lbcard/](http://www.ladbrokes.com.au/myaccount/lbcard/). You will need a valid mobile phone number to perform this action. An SMS will be sent to authenticate each transaction. When you provide SMS authorisation for a transaction, it also serves as a one-time PIN and also a transaction dispute reference;
- The Card is a Reloadable Visa Prepaid Card which means that it can be used to pay for goods and services from merchants in Australia and around the world who accept Visa Prepaid Cards including online purchase transactions;
- The Card can be used to withdraw cash at participating ATM's that accept Visa Prepaid Cards around the world, where a Visa or Plus symbol is displayed;
- The Card can be used to make purchases online at merchants who accept Visa Prepaid Cards for Electronic Transactions;
- Through Visa payWave you can use your Card for contactless payments;
- The Card is reloadable, which means that you can load value to it as many times as you like during its currency and within applicable limits; and
- You can access only the value that you have loaded to the Card. It is not a credit Card and you will not pay interest on the balance.

## 9. SIGNIFICANT RISKS TO CARDHOLDERS

Some of the risks that may be associated with the use of the Card are outlined below. The risks described are intended to be a summary of the major risks associated with the Card and are not exhaustive. There may be other risks that relate to the use of your Card.

Significant risks to Cardholders are:

- The ability to access the Stored Value on your Card is ultimately dependent on Ladbrokes transferring the winnings from your Ladbrokes Wagering Account to Cuscal. Accordingly, if Ladbrokes becomes insolvent or if there is otherwise a delay in the transfer of your winnings, there is a risk you may not be able to access the Stored Value on your Card;
- The Card will expire at the date shown on the front of the Card. You cannot access any value loaded on the expired Card;
- Unauthorised Transactions can happen using the Card if it is lost or stolen, a personal identification number (“PIN”) is revealed to any other person, or as a result of fraud;
- Unintended transactions can happen if electronic equipment with which the Card is being used is operated incorrectly or incorrect details are input;
- You might not be able to get your money back if Unauthorised Transactions or unintended transactions occur;
- If the electronic network enabling the use of the Card is unavailable, you may not be able to undertake transactions or get information using the Card;
- The Card could be lost, destroyed or stolen;
- Cuscal can stop any or all Cards from operating in the event of the insolvency of *merchants* or breach by *merchants* of any obligation or duty it owes to Cuscal; and
- The Financial Claims Scheme does not apply in relation to the Card or your available balance.

#### Important Information about the Financial Claims Scheme

- **The Financial Claims Scheme is a scheme administered by the Australian Prudential Regulation Authority (APRA) to protect depositors of authorised deposit-taking institutions (such as Cuscal) from potential loss due to the failure of these institutions. For more information, see APRA’s website at <http://www.apra.gov.au/crossindustry/fcs/Pages/default.aspx>;**
- **Because the Financial Claims Scheme only applies to deposits and your Available Balance is not a deposit with Cuscal, the Financial Claims Scheme would not apply in relation to the Card or your Available Balance in the event of Cuscal’s failure.**

## 10. OTHER IMPORTANT INFORMATION

There are some other important things you need to be aware of about the Card:

- It does not generate any interest or other return to the holder. In other words, you do not earn interest on the value loaded to the Card;
- Although Cuscal is an authorised deposit-taking institution carrying on banking business in Australia, the acquisition of, or value loaded to, the Card does not represent a deposit with or investment in Cuscal;
- You do not become a depositor with Cuscal by holding the Card. If you have another deposit account with Cuscal or related party, the funds credited to the Card are not counted in working out how much money you may have on deposit with Cuscal for any purpose;
- Value loaded on the Card from the Ladbrokes Wagering Account will usually become available for use by you immediately for in-person and card not present transactions; and
- The Card is designed exclusively for electronic use. The method of communication that Cuscal will use to give you information, including information under the ePayments Code, will be Electronic Communication.

## 11. PROBLEMS OR DISPUTES

If you have a query about the Card, you should initially direct the query to Ladbrokes. When you provide feedback to us, we have the opportunity to improve our services to you.

You can contact Ladbrokes Customer Support 24 hours per day, 7 days per week anywhere in Australia by:

Phone: 1300 523 276

Email: [support@ladbrokes.com.au](mailto:support@ladbrokes.com.au)

Fax: 1300 523 276

Mail: 461- 473 Lutwyche Road, Lutwyche QLD 4030

If you are unable to resolve your issue with Ladbrokes directly, you can escalate your enquiry to *emERCHANTS*. *emERCHANTS* will aim to resolve the matter on your initial contact. However, if the matter cannot be resolved immediately, we will commit to taking the following steps:

- Letting you know who is handling your complaint;
- Keeping you informed of what is happening; and
- Aiming to resolve your complaint within 21 Business Days.

Once your complaint is resolved, we will check with you to make sure you are satisfied with how your complaint was handled.

In addition, if your complaint is not satisfactorily addressed, you may contact Cuscal directly:

- Mail: Cuscal Limited, GPO Box 4720 Sydney NSW 2001;
- Email: [calldirect@cuscal.com.au](mailto:calldirect@cuscal.com.au) or [info@cuscal.com.au](mailto:info@cuscal.com.au);
- Phone: 13 14 22 (from within Australia) or +61 7 4694 9000 (from outside Australia); and
- Fax: 07 4694 9782 (from within Australia) or +61 7 4694 9782 (from outside Australia).

Where your Card is used for Unauthorised Transactions, we will seek to reverse the transaction if we can under the Visa Scheme Rules. However, the Visa Scheme Rules only give us the ability if you notify us of the transaction within the relevant time period (i.e. generally 90 days from the date of the disputed transaction). It is your responsibility to regularly review your online transaction history to identify Unauthorised Transactions. Under these Terms and Conditions, we may not be responsible for any loss to you if you do not dispute an Unauthorised Transaction within an applicable time limit.

If we are unable to resolve your complaint to your satisfaction within 45 days, you may be eligible to escalate the complaint to Cuscal's external dispute resolution service. The external dispute resolution service is:

Financial Ombudsman Service Limited ABN 67 131 124 448 at:

- Mail: GPO Box 3, Melbourne VIC 3001; Phone: 1300 78 08 08;
- Fax: (03) 9613 6399; or
- Email: [info@fos.org.au](mailto:info@fos.org.au)



12. TERMS AND CONDITIONS

12.1. DEFINITIONS

**Activation** means going to the Website and correctly follow and complete instructions and steps to activate the Card so that the Card can be used for transactions.

**Acquirer** means the Bank that provides the ATM terminal or merchant acquirer which is contacted to authorise a purchase on the Card.

**AFSL** means Australian Financial Services Licence.

**ATM** means Automated Teller Machine that accepts cards with the Visa brand for cash withdrawals.

**Available Balance** means the monetary value recorded by us or our agent as available for transactions, less any purchases, authorisations, cash withdrawals, fees and charges or other amounts debited under the Terms and Conditions.

**Card** means the Ladbrokes Visa Card.

**Card Statement** means a statement of transactions completed with your Card.

**Contactless Transaction** means a paywave transaction made by holding your Card (which is capable of making a Contactless Transaction) in front of a Contactless Terminal, to complete a transaction, rather than inserting the card into the terminal.

**Contactless Terminal** means a Terminal which can be used to make a Contactless Transaction.

**Cuscal** means Cuscal Limited ABN 95 087 822 455, AFSL 244116.

**eftpos/POS** means electronic funds transfer at point of sale.

**ePayments Code** refers to the amended code formerly known as the Electronic Funds Transfer Code of Conduct issued by the Australian Securities & Investments Commission on 1st April 2001, as amended on 20 March 2013, and includes any subsequent amendments or replacements.

**Electronic Communication** means a message which is sent to you and which you receive electronically, in a form that you can retain for later reference such as by printing or by storing for later display.

**Electronic Transaction** mean a transaction initiated (or apparently initiated) by your instruction to:

- Withdraw cash from an ATM in conjunction with the use of the Card and your PIN;
- Purchase goods and/or services at a Visa merchant using the Card and your PIN; or
- Make a payment to a Visa merchant using the internet or phone using your Card number and any associated Card verification code if required.

**emERCHANTS** means Emerchants Payment Solutions Limited ABN 30 131 436 532, AFSL 404131.

**Identifier** means information that you know but are not required to keep secret and which you must provide to perform a transaction (for example, a Card number).

**Issuer** means Cuscal Limited ABN 95 087 822 455, AFSL 244116.

**Ladbrokes** means Ladbrokes Digital Australia Pty Ltd ABN 25 151 956 768.

**Ladbrokes Wagering Account** means your unique account with Ladbrokes which is used for online wagering services.

**Negative Balance** means a negative rather than a positive Available Balance.

**Pass Code** means a password or code that You must keep secret, that we may be required to authenticate your identity or a transaction. Examples include your PIN and any access code required to allow online access to your Card details.

**PAN** means the 16 digit personal account number recorded on the front of the Card.

**Personal Information** means information or an opinion (including information or an opinion forming part of a database), whether true or not and whether recorded in a material form or not, about you when your identity is apparent or can reasonably be ascertained from the information or opinion.

**PIN** means the four digit personal identification number which we issue to you to access some of the Card services, including withdrawing cash from an ATM.

**PIN Mailer** means the letter sent to each cardholder including the PIN, the Card and instructions on how to use the Card.

**POS Purchase with cash out** means the fee incurred by the Cardholder as a result of obtaining cash out through a Point of Sale transaction.

**Product Disclosure Statement** means this document.

**Security Requirements** means the Security Requirements described under section 12.11 "Security of Cards and Pins".

**Stored Value** means the total amount of winnings transferred to the Card and available for use on your Card.

**Terms and Conditions** means Part B of this document and the document headed "Part B – Fees and Charges", which has been given to you at the same time as this document.

**Unauthorised Transaction** means a transaction not authorised by you, but does not include any transaction carried out by you or by anyone performing the transaction with your knowledge and consent.

**we, us, our** means Cuscal and, except where the context indicates a different intention, also includes any agent acting on behalf of Cuscal, including *emERCHANTS*.

**Website** means the secured web site for your Card shown on the Pin Mailer and any additional or replacement website we notify you as the website for the purposes of these Terms & Conditions from time to time.

**You** refers to a person who has opted in for and been (or is to be) issued the Card. Any other grammatical form of the word "you" has a corresponding meaning.

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## 12.2. OVERVIEW

These Terms and Conditions govern the use of the Card. Please read them carefully and keep a copy for your records. By signing the back of the Card or using the Card, you agree to be bound by these Terms & Conditions. You also acknowledge and agree to the disclosures and other information contained in the Product Disclosure Statement. Those disclosures and information form part of the agreement between you and Cuscal except to the extent that these Terms and Conditions provide otherwise or qualify the disclosures and information.

Important points to remember to safeguard your Card:

- Sign your Card immediately when you receive it;
- Memorise your PIN and never store it with or near your Card;
- Never write your PIN on your Card;
- Never lend your Card to anyone;
- Never communicate your PIN;
- Try to prevent anyone else seeing you enter your PIN into an ATM or eftpos device (“i.e. an electronic banking terminal”);
- Never leave your Card unattended, e.g. in your car or at work;
- Immediately report the loss, theft or unauthorised use of your Card to Ladbrokes on 1300 523 276;
- Examine your account statement online to identify and report, as soon as possible, any instances of unauthorised use; and
- For security reasons, on the expiry date destroy your Card by cutting it diagonally in half.

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## 12.3. THE CARD

- The Card is a reloadable Visa prepaid card and value must be loaded to the Card before the Card can be used;
- The Card is reloadable. You can load value to the Card in accordance with these Terms and Conditions;
- The Card allows cash withdrawals at ATM’s and purchases to be made wherever Visa prepaid cards are honored for electronic transactions if a sufficient Available Balance exists for the amount of the transaction;
- The Card is not a credit Card;
- The Card is not a facility by which the Issuer takes other deposits from you;
- There is no interest payable to you on the credit balance on the Card; and
- The Card remains the property of the Issuer and you must surrender the Card to us if we ask for it to be surrendered.

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## 12.4. USING THE CARD

- You must register as the Cardholder of your Card via the Website by following the prompts;
- Upon registration, your Card will be activated and ready for use;
- You may get instant access to your Available Balance at ATM’s throughout Australia and overseas (where the Visa logo is displayed) by using your Card and PIN;
- You can also purchase goods and services using your Card and the payment is debited against your Available Balance. The Card allows you to purchase goods and services:
  - at an outlet within Australia that has EFTPOS available, by either:
    - Selecting the ‘savings’ or ‘cheque’ button; or
    - Selecting the ‘credit’ button wherever Visa cards are accepted.
  - over the telephone or the internet by providing the PAN, expiry date and security code;
  - through your Visa Checkout Digital Wallet at selected merchants; or
  - at outlets overseas wherever prepaid Visa is accepted.
- When you are paying for goods and services by selecting the ‘credit’ button at an EFTPOS terminal or providing the Card number to a merchant over the telephone or the Internet, you’ll be covered by Visa’s Zero Liability policy meaning you are protected against unauthorised transactions;

- You agree not to make or attempt to make transactions that exceed the Available Balance;
- If you make or attempt to make any transactions that exceed the Available Balance then you will be liable for any Negative Balance along with any costs or interest we incur in recovering or attempting to recover from you the amount owing;
- If a Negative Balance arises, that does not mean that a Negative Balance will be allowed to arise or be increased on subsequent occasions. This is the case regardless of whether you have been charged a fee relating to the Negative Balance occurring;
- You can use the Card within the limits specified in section 12.7 provided that you do not exceed the Available Balance and the expiry date for the Card has not passed;
- Cuscal, Ladbroskes or *emERCHANTS* may restrict or stop the use of the Card if excessive uses of the Card or other suspicious activities are noticed;
- You cannot “stop payment” on any transaction after it has been completed. If you have a problem with a purchase made with the Card, or a dispute with a merchant, you must deal directly with the merchant involved. If you cannot resolve the dispute with the merchant, you should contact emERCHANTS. **You should not, in any circumstances, contact Visa;**
- If you are entitled to a refund for any reason relating to a Card transaction, you agree to accept the refund under the policy of that specific merchant. Refunds may be in the form of a credit to the Card, cash refund or in store credit. If the Card is expired or revoked before you have spent any value loaded to the Card resulting from a refund (whether or not the original transaction being refunded was made using the Card) then you will have no access to those funds unless a replacement Card has been issued to you;
- We are not liable in any way when an authorisation is declined for any particular transaction regardless of reason;
- The Card may be used at ATM’s that accept VISA prepaid cards. ATM transaction fees and charges will apply. These are in addition to any ATM operator fees that vary by ATM operator. All ATM fees and charges will be automatically debited against the Available Balance. After the Available Balance has been exhausted or if there are insufficient funds for the payment of ATM fees and charges for a transaction in addition to the amount of a withdrawal, the ATM transaction will be declined;
- If you permit someone else to use the Card, you will be responsible for any transactions initiated by that person with the Card; and
- You may not make pre-authorised regular payments through the use of the Card.

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#### 12.5. LOADING OF VALUE

Value can be loaded to your Card only as specifically provided in these Terms and Conditions and subject to the limits shown in section 12.7.

The minimum value that can be loaded to your Card at any one time is \$5.00 (Australian dollars).

## 12.6. FEES AND CHARGES

You agree to pay the fees provided in these Terms and Conditions. Whenever any of these fees are incurred or become payable, you authorise us to deduct it from the Available Balance and reduce the Available Balance accordingly.

Applicable fees are as follows:

| Fees and Charges to be paid by the Cardholder  |  |
|--|--|
| <b>Card Issue and Funds Loading</b>  |  |
| Card Issue Fee   | Free   |
| Funds credit loaded from the Ladbrokes Wagering Account  | Free   |
| Replacement Card Fee   | \$5.00   |
| <b>ATM Withdrawals</b>   |  |
| ATM Transactions   |  |
| <ul style="list-style-type: none"><li>When using an ATM which is not part of the rediATM network</li><li>When using a rediATM</li></ul>                                    | <ul style="list-style-type: none"><li>ATM Owners Fees</li><li>\$2.00 rediATM Usage Fee</li></ul> |
| <b>Point of Sale Purchases</b>   |  |
| POS Purchase   | Free   |
| POS Purchase with cash out   | \$0.50   |
| Foreign Exchange Fee (if Card is used for purchases or withdrawals in any currency other than Australian dollars or purchases with any merchant located outside Australia) | 2.99%  |
| <b>Account Keeping Fees</b>  |  |
| Balance Inquiry online   | Free   |
| PIN Reveal Fee   | \$0.50   |
| Monthly expired card fee (charged to inactive cards with a remaining balance once they have expired)   | \$2.00   |
| Disputed Transactions  | \$20.00  |
| Ladbrokes Client Services Calls  | Free   |

All transaction fees are charged at the time of transaction and are included in the total purchase price. All fees and charges are expressed in Australian dollars and are inclusive of any applicable GST.

Certain merchants may charge an additional fee if the Card is used to purchase goods and/or services. This fee is determined and charged by the merchant and is not retained by us.

## 12.7. LIMITATIONS OF USE OF THE CARD

The following limitations apply to the Card:

- The Card may not be used for, and authorisation may be declined for, any illegal transactions;
- When using the Card with some merchants (e.g. rental cars & hotels) or for mail order purchases, Card "tolerance limits" may apply. This means the merchant may obtain an authorisation or approval on the Card for an amount up to 20% or more than the total bill (or anticipated bill) to cover additional items such as tips and incidentals or to ensure that adequate funds are available to cover the final purchase. The entire amount of the authorisation or approval will be debited and will not form part of the available Card balance until the

authorisation or approval clears, although only the amount actually spent or authorised will be finally deducted from the available balance after the authorisation or approval clears; and

- Some retailers may choose not to accept Visa prepaid cards.

The following table illustrates the transaction and load limits applicable to the Card.

| Load/Transaction  | Limit      |
|---|------------|
| <b>Point of Sale and ATM Withdrawal Limits</b>  |            |
| Daily ATM Cash Withdrawal Limit:  | \$1,000.00 |
| Daily Point of Sale Limit (including Daily ATM Cash Withdrawal Limit)                   | \$5,000.00 |
| Daily Total Limit (made up of Daily Purchase Limit and Daily ATM Cash Withdrawal Limit) | \$5,000.00 |
| <b>Load and Account limits</b>  |            |
| Minimum Load from the Ladbrokes Wagering Account  | \$5.00     |
| Maximum Load from the Ladbrokes Wagering Account  | \$5,000.00 |
| Maximum balance at any one time   | \$5,000.00 |
| <b>PayWave Limits</b>   |            |
| PayWave Transaction Limit, without a PIN  | \$100.00   |

## 12.8. FOREIGN TRANSACTIONS

The available balance on your Card is in Australian dollars. Transactions made in a currency other than Australian dollars will be subject to the prevailing Acquirer exchange rate at the time plus a 2.99% foreign exchange fee. Example of Foreign Exchange Fee:

- You make a purchase from a merchant located outside Australia (e.g. USA);
- At the time, VISA's prevailing exchange rate is \$1.00 USD = \$0.95 Australian;
- You spend \$200.00 US;
- The Australian dollar amount is USD \$200.00 x \$0.95 = \$190.00;
- The foreign exchange fee is therefore 2.99% x \$190.00 = \$5.68.

For a full listing of fees and charges please refer to section 12.6 Fees and Charges.

## 12.9. PIN

- Your PIN has been provided to you on the PIN Mailer;
- If you forget or lose your PIN, you have the ability to retrieve your PIN. Refer to section 12.10 PIN Reveal;

- Should an incorrect PIN be entered three times when a transaction is attempted using the Card, the Card will be temporarily suspended for 24 hours. You can phone *emerchants* on 1300 739 889 to have the Card unblocked immediately once you have been identified;
- Should the Card be retained by any ATM, the Card is deemed to be lost or stolen and hence cannot be recovered. In that event, you will need to contact *emerchants* on 1300 739 889 and arrange to be issued with a new Card; and
- You must not disclose your PIN to any other person.

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#### 12.10. PIN REVEAL

- To retrieve your PIN go to <https://pin.emerchants.com.au>
- You will be prompted to enter your 16 digit Personal Account Number (PAN) along with personal details to verify your identity;
- Following verification of your identity a security number will be sent to either your email address or mobile phone number as registered with the Card. The security number will be required to allow you to access your PIN; and
- If you have any technical difficulty retrieving your PIN please contact Emerchants on 1300 739 889.

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#### 12.11. SECURITY OF CARDS AND PIN'S

You must make sure that you keep the Card, Identifiers and any PIN's safe and secure. The precautions we require you to take (Security Requirements) are set out below.

You must not:

- Allow anyone else to use the Card;
- Interfere with any magnetic stripe or integrated circuit on the Card;
- Unnecessarily disclose the Card number;
- Write the PIN on the Card;
- Carry the PIN with the Card;
- Record the PIN on anything carried with the Card or liable to loss or theft simultaneously with a device, unless you make a reasonable attempt to protect the security of the PIN; or
- Voluntarily disclose the PIN to anyone, including a family member or friend.

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#### 12.12. PAYWAVE

Visa payWave gives you the ability to use your Card to make a Contactless Transaction for purchases up to \$100 at merchants who have a Contactless Terminal without having to sign or enter a PIN. You can use your Card with Visa payWave technology across various merchants in Australia. When making a payment at a merchant that supports this technology, look for the Visa payWave symbol around the point-of-sale terminal. For transactions over \$100, additional authorisation is required via use of a PIN. This function is set in place for security reasons.

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#### 12.13. VISA CHECKOUT

Visa Checkout is a digital wallet that allows you to store your major payment card information (including Visa, MasterCard® and American Express) in one online account. This eliminates the need to enter your card information every time you make an online purchase at participating merchants. At the checkout stage, you simply login to your Visa Checkout account, choose the preferred payment card and click 'pay'. Visa Checkout will process the transaction whilst shielding your full card details from the merchant. You no longer need to worry about your card data being at risk when you checkout with Visa Checkout. You can set up to receive customised email alerts on all Visa cards linked to your Visa Checkout account. This alert service can help you to monitor your finances and quickly detect fraud or other suspicious activities. You can sign up for a Visa Checkout account via the internet and there is no sign up fee.

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#### 12.14. VERIFIED BY VISA

Cuscal automatically enrolls all Ladbrokes Visa cardholders into the Cuscal Verified by Visa (VbV) security service, free of charge. This service provides additional security when you use your Card to shop at participating VbV online stores (e.g. when you purchase an airline ticket online or a holiday). If VbV identifies that a transaction requires further verification, you will be presented with a challenge phrase based on the cardholder information recorded against your Card. You will need to successfully answer the challenge phrase to finalise your purchase. Purchases that are not verified when required will not be authorised.

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#### 12.15. LOSS, THEFT AND MISUSE OF CARDS

If you know or have reason to suspect that the Card is lost or stolen or damaged, likely to be misused or you have reason to suspect that someone else may know the PIN or Identifiers, you must immediately notify Ladbrokes. The Card will then be suspended to restrict further use.

You may be required to confirm details of the loss, theft or misuse in writing (and to provide particular information in the confirmation) and you must comply with that requirement.

If any lost Card is subsequently found it must not be used.

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#### 12.16. LIABILITY FOR UNAUTHORISED TRANSACTIONS

Your liability for losses arising from Unauthorised Transactions will be determined under the ePayments Code.

You will not be liable for losses resulting from Unauthorised Transactions where it is clear that you have not contributed to the loss.

You will not be liable for losses resulting from Unauthorised Transactions that are caused by:

- fraud or negligence by our employees or agents, a third party involved in networking arrangements, or a merchant or their employee or agent;
- a Card, Identifier or Pass Code which is forged, faulty, expired or cancelled;
- a transaction requiring the use of a Card and/or Pass Code that occurred before you have received the Card and/or Pass Code (including a reissued Card and/or Pass Code);
- a transaction being incorrectly debited more than once to your Card; or
- an Unauthorised Transaction performed after you have informed us that your Card has been misused, lost or stolen, or the security of a Pass Code has been breached.

You are not liable for loss arising from an Unauthorised Transactions that can be made using an identifier without the Card or a PIN. Where a transaction can be made using a Card, or a Card and an identifier, but does not require a PIN, you are liable only if you unreasonably delay reporting the loss or theft of the Card.

You are liable for loss resulting from an Unauthorised Transaction if we can prove on the balance of probability that you contributed to the loss through fraud or breaching section 12.10 and 12.11 of these Terms and Conditions. In those circumstances you are liable in full for the actual losses that occur before the loss, theft or misuse of a Card or breach of PIN security is reported to us but:

- you are not liable for the portion of losses incurred on any one day in excess of any applicable daily transaction limit; and
- you are not liable for the portion of losses incurred in any period in excess of any applicable periodic transaction limit; and
- you are not liable for the portion of losses that exceeds that Available Balance; and
- you are not liable for the portion of losses incurred if we and you had not agreed that the Available Balance could be accessed using the Card or identifier and/or PIN used to perform the transaction.



You will be liable for losses arising from an Unauthorised Transaction that occurs because you contributed to losses by leaving a physical Card in an ATM, as long as the ATM incorporates reasonable safety standards that mitigate the risk of a Card being left in the ATM.

You will be liable for losses arising from an Unauthorised Transaction if we can prove on the balance of probability that you contributed to those losses by unreasonably delaying reporting the misuse, loss or theft of a Card, or that the security of all PINs has been breached. In those circumstances, you are liable in full for the actual losses that occur between when you become aware of the security compromise, or should reasonably have become aware in the case of a lost or stolen Card, but:

- you are not liable for the portion of losses incurred on any one day in excess of any applicable daily transaction limit; and
- you are not liable for the portion of losses incurred in any period in excess of any applicable periodic transaction limit; and
- you are not liable for the portion of losses that exceeds the Available Balance; and
- you are not liable for the portion of losses incurred if we and you had not agreed that the Available Balance could be accessed using the Card or identified and/or PIN used to perform the transaction.

If a PIN was required to perform an Unauthorised Transaction not already covered above, you will be liable for the least of:

- \$150; or
- the Available Balance; or
- the actual loss at the time that the misuse, loss or theft of a Card or breach of PIN security is reported to us, excluding that portion of the losses incurred on any one day which exceeds any relevant daily or other periodic transaction limit.

If you report an Unauthorised Transaction, we will not hold you liable for losses arising from the Unauthorised Transaction for an amount greater than your liability if we exercised any rights under the rules of the Visa scheme, at the time of the report, against other parties to the Visa scheme (for example, chargeback rights).

#### Important Information about Chargebacks

In some circumstances you may be able to request a chargeback of a transaction when you have a dispute with a merchant, such as the merchant's failure to supply the goods or services you paid for.

A chargeback is a right under the Visa card scheme rules by which a transaction can effectively be reversed by us debiting an amount to the merchant's financial institution and crediting back to your Available Balance. We can only process chargebacks if the Visa card scheme rules allow us to.

If you believe that you are entitled to a chargeback, you must notify us as soon as possible by contacting Ladbrokes or *emERCHANTS*.

The Visa card scheme rules impose time limits for initiating chargebacks. The time limit is generally 90 days from the date of the disputed transaction.

If you request a chargeback, we may need you to provide additional information. If we do ask you for additional information and you do not provide it within 10 days, then you may lose any rights to the chargeback and if it has already been processed, we may reverse it.

Please note that if we process a chargeback, the merchant may have rights under the Visa card scheme rules to have the transaction investigated further, and this can in some circumstances result in the chargeback being reversed (which means the original transaction might be reinstated by being debited to your Available Balance).

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### 12.17. TRANSACTIONS

You acknowledge that you will not receive paper statements from us regarding the operation of your Card.

Your Card balance and transaction history will be made available, and can be accessed as instructed on the PIN Mailer at no charge, provided you have registered the Card (see “Using your Card”).

If you notice any error (or possible error) in any transaction or statement relating to the Card, then you must notify *merchants* immediately. We may request you to provide additional written information concerning any error (or possible error) and you must comply with that request.

It is your responsibility to regularly review your transaction history to identify Unauthorised Transactions.

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### 12.18. MISTAKEN TRANSACTIONS

It is your responsibility to correctly enter all information into an ATM or other system or equipment with which you undertake a transaction or information request using a Card or Card details including any transaction amounts. We will not be responsible for the consequences of incorrect data entries.

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### 12.19. CARD EXPIRY

The Card is valid until the expiry date shown on it, unless it is cancelled before then.

Your Card cannot be used after expiry. You cannot access any value loaded on the expired Card unless a replacement Card is issued to you.

We may issue you with a replacement Card if requested by you at any time after expiry and provided you have registered your details with us, including your name and Australian address. We reserve the right not to issue a replacement Card to you, in which case we will return any Available Balance on your Card to you.

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### 12.20. REPLACEMENT CARDS

If your Card or Card details are misused, lost or stolen, you should notify Ladbrokes in accordance with section 12.15 so that your Card can be cancelled.

You can request Ladbrokes to provide you with a replacement Card. A replacement Card fee may apply (see section 12.6 fees and charges).

A replacement Card will be arranged after you notify us that your Card or Card details are misused, lost or stolen in accordance with section 12.15 and the misused, lost or stolen Card has been blocked. You will need to register and activate the new Card in accordance with section 12.4.

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### 12.21. CARD REVOCATION AND CANCELLATION

We may revoke the Card at any time without cause or notice. If we ask you to, you must surrender or destroy the revoked Card and you must not use the revoked Card. When you surrender the Card, you must give us your correct name and contact address.

You may ask for the Card to be cancelled at any time. If you ask for the Card to be cancelled and we ask you to, you must surrender or destroy the cancelled Card and you must not use the cancelled Card.

On the revocation or cancellation of the Card, we will pay the Available Balance to you when:

- We are satisfied that there are no un-cancelled or unexpired authorisations or approvals on the Card;

- We are satisfied that there are no further amounts that we will be debiting, or that we anticipate debiting, against the Available Balance;
- We are satisfied the funds on your Card belong to you;
- If *merchants* require it, *merchants* have received the surrendered or cancelled Card from you; and
- You give *merchants* or Ladbrokes instructions, on any form *merchants* or Ladbrokes require, for the payment of the Available Balance.

On the revocation, expiry or cancellation of the Card, we will pay the Available Balance into your Wagering Account when you give Ladbrokes consent or instruction to do so.

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## 12.22. LIABILITIES AND DISCLAIMERS

- We are not liable if:
  - through no fault of their own, the Available Balance is not enough to cover a transaction;
  - a terminal or system does not work properly;
  - circumstances beyond *merchants*' control prevent a transaction, despite any reasonable precautions having been taken by us;
  - any failure due to events outside our reasonable control;
  - any industrial dispute;
  - any ATM refusing to or being unable to accept the Card;
  - the way in which any refusal to accept the Card is communicated;
  - any indirect, special or consequential losses;
  - any infringement by you of any currency laws in the country where the Card is issued or used;
  - any dispute between you and the supplier of any goods or services purchased with the Card;
  - our taking any action required by any government, federal or state law or regulation or court order;
  - or
  - anything specifically excluded or limited elsewhere in these Conditions of Use.
- Our liability in any event (other than in relation to unauthorised transactions) shall not exceed the amount of the Available Balance.
- You are not liable for any loss caused by the failure of a system or equipment provided by any party to a shared electronic network to complete a transaction accepted by the system or equipment in accordance with your instructions. However, if you were aware, or should have been aware, that the system or equipment was unavailable or malfunctioning, our responsibility will be limited to:
  - correcting any errors; and
  - refunding any charges or fees imposed as a result.
- If any warranties or conditions are implied because of Part 2 of the Australian Securities and Investments Commission Act 2001 or any similar law in respect of services supplied under these Terms and Conditions or in connection with the Card, then our liability for a breach of such a warranty or condition will in any event be limited to:
  - the supplying of the services again; or
  - the payment of the cost of having the services supplied again.
- We:
  - do not make or give any express or implied warranty or representation in connection with the Card (including the Card type, quality or standard of fitness for any purpose); and
  - are not liable for any loss you suffer (including indirect or consequential loss) arising in connection with the Card (whether a failure to provide the Card or its loss, theft or destruction).
- All conditions, warranties or other terms implied by law are excluded to the fullest extent permitted by applicable laws and regulations.

Any failure or delay to enforce a term of these Terms and Conditions does not mean a waiver of them.

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## 12.23. PRIVACY AND INFORMATION COLLECTION

*emerchants* and Cuscal (in this Privacy Statement referred to as "we"), collect your Personal Information so that we can establish and administer the Card provided to you. We may also use your Personal Information to tell you about products and services offered by us or our affiliate companies (unless you tell us not to).

Cuscal is also required by the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 to collect Personal Information to identify you and verify your identity.

Without your information we cannot make the Card available to you and you should not apply for the Card.

If you provide us with Personal Information about someone else, you should ensure that you are authorised to do so and agree to inform that person of the contents of this notice.

Information will be disclosed to third parties about the Card, or transactions made with the Card, whenever allowed by law and also when necessary:

- For completing a transaction; or
- In order to verify the existence and condition of a Card; or
- To utilise services of affiliates who assist in providing a Card; or
- If you give us permission; or
- If you owe us money; or
- If there are legal proceedings or a complaint in connection with the Card; or
- To protect against potential fraud and other crimes.

In some cases, we may need to transfer your personal information outside Australia. Countries where our suppliers might hold personal information overseas currently include the United States of America, England, Italy and Malaysia.

By applying for and using the Card you consent to us collecting, using and disclosing your Personal Information under these terms and conditions in the manner described above.

Our Privacy Policies sets out how you can access and correct information we hold about you, how you can complain about a breach by us of your privacy rights and how your complaint will be handled. Our Privacy Policies are available at:

Cuscal: [www.cuscal.com.au](http://www.cuscal.com.au)

*emerchants*: [www.emerchants.com.au/privacy](http://www.emerchants.com.au/privacy)

Ladbrokes: [www.ladbrokes.com.au/privacy-policy](http://www.ladbrokes.com.au/privacy-policy).

You may contact Cuscal's Privacy Officer in relation to your Personal Information (or to opt out of marketing) on 1300 650 501 or [calldirect@cuscal.com.au](mailto:calldirect@cuscal.com.au) or by writing to the Privacy Officer, Cuscal Limited at GPO Box 4720 Sydney NSW 2001.

You may contact *emerchants*' Privacy Officer in relation to your Personal Information (or to opt out of marketing) on 1300 739 889 or [support@emerchants.com.au](mailto:support@emerchants.com.au).

You may contact Ladbrokes Privacy Officer in relation to your Personal Information (or to opt out of marketing) on 1300 523 276 or [support@ladbrokes.com.au](mailto:support@ladbrokes.com.au).

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## 12.24. ANTI-MONEY LAUNDERING AND COUNTER-TERRORISM FINANCING OBLIGATIONS

Cuscal is subject to the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 and the rules and other subordinate instruments under the Act (AML/CTF Laws). Before a Card can be activated, Cuscal is obliged to collect

certain identification information from you (and verify that information) in compliance with the AML/CTF Laws. Customer identification information may include detailed 'know your customer' (KYC) information about the Cardholder such as:

- Name; and
- Address; and
- Date of birth.

Cuscal may be prohibited from offering services or entering into or conducting transactions with you if you do not provide this information.

You should be aware that:

- Cuscal is not required to take any action or perform any obligation under or in connection with the Card if it is not satisfied as to your identity, or where there are reasonable grounds to suspect that by doing so it may breach the AML/CTF Laws;
- Transactions may be delayed, blocked, frozen or refused where we have reasonable grounds to believe that they breach Australian law or sanctions (or the law or sanctions of another country). Where transactions are delayed, blocked, frozen or refused, Cuscal and its correspondents are not liable for any loss you suffer (including consequential loss) howsoever caused in connection with your Card;
- Cuscal may from time to time require additional information from you to assist us in the above compliance process; and
- Where legally obliged to do so, Cuscal will disclose the information gathered to regulatory and/or law enforcement agencies, *emERCHANTS* and/or Ladbrokes, other banks, service providers or to other third parties.

You provide Cuscal with the following undertakings and indemnify Cuscal against any potential losses arising from any breach by you of such undertakings:

- You will not initiate, engage or effect a transaction that may be a breach of Australian law or sanctions (or the law or sanctions of any other country); and
- The underlying activity for which your Card, is being provided does not breach any Australian law or sanctions (or the law or sanctions of any other country).

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## 12.25. COMMUNICATIONS

You agree that we may give written notices or other communications to you under or in connection with these Terms and Conditions (including information under the ePayments Code such as statements) by either:

- Sending the notice, information or communication using Electronic Communication; or
- Using Electronic Communication to notify you that the notice, information or communication is available from an electronic address (such as the Website).

You may vary your nominated email address for Electronic Communication by notifying us through the Website and satisfying us of your identity.

In addition, we may give you notices, information or other communications to you relating to the Card (including information under the ePayments Code such as statements):

- By writing to you at your residential or postal address last known to us;
- By giving it to you personally or leaving it at your residential or postal address last known to us;
- By Electronic Communication to your email address or fax number last known to us or which you last gave us for sending notices and communications to you; or
- If the notice or communication is not personal to you – by publishing a notice in a newspaper circulating nationally in Australia or by posting it to the Website.

If we give a notice, information or other communication to you:

- Electronically – you are taken to have received it on the day it is transmitted;
- By writing to you – you are taken to have received it when it would be delivered in the ordinary course of the post; or
- By giving it to you personally or leaving it for you – you are taken to have received it on the day of delivery.

You agree that, for the purpose of telephone communications originated or received by us and for the purpose of Electronic Communications received by us or through the Website, we:

- May verify your identity by reference to any or all of the information given by you when applying for the Card or during Card activation or any changes made to this information; and
- May proceed on the basis that we are satisfied by that verification.

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## 12.26. CHANGES TO THESE TERMS AND CONDITIONS

We may change these Terms and Conditions and any information in this PDS relating to the Terms and Conditions (including fees and charges and load and transaction limits) at any time without your consent for one or more of the following reasons:

- To comply with any change or anticipated change in any relevant law, code of practice, guidance or general banking practice; or
- To reflect any decision of a court, ombudsman or regulator;
- To reflect a change in our systems or procedures, for security reasons; or
- As a result of changed circumstances (including by adding benefits or new features); or
- To respond proportionality to changes in the cost of providing the Card; or
- To make them clearer.

Except in the case of changes to fees and charges or the introduction of a new fee or charge and any changes that are not materially adverse, we will notify you at least 20 days before any changes to these Terms and Conditions take effect.

If the change involves an increase to our fees and charges or the introduction of a new fee or charge, we will give you notice at least 30 days before the change takes effect.

We will notify you of the above changes to these Terms and Conditions by sending an individual notice to you (either by giving it to you personally or by Electronic Communication) or by advertising in a national or local newspaper.

If a change to this PDS, including these Terms and Conditions, is not materially adverse, we may update the information by making information about the change available on the Website at [www.ladbrokes.com.au/myaccount/lbcard/](http://www.ladbrokes.com.au/myaccount/lbcard/). You can obtain a paper copy of this information on request free of charge.

However, changes necessitated by an immediate need to restore or maintain the security of the system in which the Card is used can be made subject to the law and the ePayments Code without prior notice.

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## 12.27. THE WEBSITE

Although considerable effort is expended to make the Website and any other operating communication channels available at all times, no warranty is given that these channels will be available and error free every minute of every day.

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#### 12.28. GOVERNING LAW

Any legal questions concerning these Terms and Conditions, the agreement between you and us (which is governed by these Terms and Conditions) or the Card will be decided under the laws of New South Wales, Australia.