

## Effective 15 June 2020

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

The Card is issued by Heritage Bank Limited ABN 32 087 652 024 AFSL 240984 Australian Credit Licence 240984 ("Issuer"). The Issuer can be contacted at PO Box 190, Toowoomba, QLD 4350, and phone 13 14 22. Mastercard Prepaid Management Services Australia Pty Ltd ABN 47 145 452 044 AFSL 386 837 is the card program manager of the Card and is responsible for providing various cardholder services. In these terms and conditions any reference to 'we' or 'us' is a reference to the Issuer; 'you' are the Card purchaser or user of the Card.

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

1. By signing the back of the card, or using the Card, you agree to be bound by these terms and conditions. The Card must be signed and, if purchased online, activated in accordance with our instructions before use. You must give these terms and conditions to the user of the Card if it is not you. The Card remains our property. Once a Card has been signed neither it, nor the contract between you and us is transferable by you. The Card may only be used by the person who has signed it. We may transfer this contract to someone else.
2. The Card can be loaded with a balance between \$20 and \$500 at the time of purchase. No further reloads are permitted.
3. The Card is a Mastercard® Prepaid card that can be used for purchasing goods and services where Mastercard Prepaid cards are accepted for electronic transactions (excluding transactions at ATMs or over the counter at financial institutions). The Card is not a credit card and nor is it linked to a deposit account with us or any financial institution. Some merchants may choose not to accept Mastercard Prepaid cards. Merchants or other providers may impose limits on the use of your Card. We are not responsible if a merchant refuses to accept a Card. If you have a complaint or concern about goods or services purchased with your Card, you must resolve this directly with the merchant. Any refunds on Card transactions are subject to the policy of the specific merchant. Refunds may be in the form of a credit to the Card, cash refund or in-store credit. If the Card expires or is revoked before you have spent any funds resulting from a refund (whether or not the original transaction was made using the Card) then you will have no access to those funds.
4. The Card cannot be used to obtain or redeem cash (for example at ATMs or over the counter at financial institutions) and cannot be used for making direct debit, recurring or regular instalment payments. Authorisations may be declined at some merchants (such as gambling merchants or merchants who choose not to accept Mastercard Prepaid cards). We are not liable in any way when authorisation is declined for any particular transaction except where the authorisation has been declined because of an act or omission on our part.

5. When using the Card with some merchants (such as hotels, taxis, rental cars, restaurants and cruise ships) or for mail order purchases, Card "tolerance limits" may apply. This means that the authorisation or approval obtained on the Card can be for an amount up to 20% or more than the total bill (or anticipated bill) to cover additional items such as tips and incidentals or to ensure that adequate funds are available to cover the final purchase. The entire amount of the authorisation or approval will be debited and will not form part of the available balance until the authorisation or approval clears, although only the amount actually spent or authorised will be finally deducted from the available balance after the authorisation or approval clears.

6. You may use the Card as often as you like until the available balance is spent or the Card has expired. The available balance cannot be exceeded. Where a purchase exceeds the available balance, you will need to pay the excess using another payment method, if the merchant agrees. The Card can be used on more than one occasion but cannot be used to make transactions that exceed the available balance.

7. The Card is not reloadable and is valid for a period of three (3) years from the activation date ("the Available Period"). The activation date can be found at [mastercardgift.com.au](http://mastercardgift.com.au) and the funds cannot be used after the Available Period. Any remaining balance after the Available Period will be forfeited. We will not give you any notice before this happens.

#### 8. Card Fees

The following fees apply to your Card:

<b>Card purchase price (one-off)</b>	Up to \$5.50 (inclusive of GST)
<b>Balance and transaction history - Online</b>	FREE
<b>Balance and transaction history - Phone</b>	FREE via the automated voice service.
<b>Foreign currency conversion fee</b>	3% of the AUD amount of the transaction value applies when you make a transaction on your Card in a currency other than AUD or you make a transaction on your Card in any currency (including AUD) that is processed by a Card scheme or billed by the merchant outside of Australia.

9. The Card purchase price will be charged at the time of purchase and will not be deducted directly from the available Card balance at the time the transaction or action is carried out. Subject to any applicable law, we may deduct from the Card Value any government duties, taxes, rates or charges now or in the future charged upon or in relation to the use of your Card or transactions deducted from the Card Value, whether or not you are primarily liable for such duties, taxes, rates or charges.

10. When you make a transaction on your Card in a currency other than AUD, a foreign conversion will be performed at the applicable exchange rate and the Foreign Currency

Conversion Fee (set out in the above table) will be applied to the AUD amount of the transaction. The applicable exchange rate used is either:

- a. a wholesale market rate selected by Mastercard from a range of wholesale rates one day before the transaction is processed by Mastercard; or
- b. the government-mandated rate in effect for the applicable processing date.

11. The Card is like cash. We have no obligation to replace or refund value for misused, lost or stolen Cards except where we have breached any condition or warranty implied under consumer protection legislation that cannot be excluded in these terms and conditions (for example, warranties as to the exercise of due care and skill in providing services and as to fitness for purpose of materials we provide). A request to replace a damaged Card may be made by emailing us at [PrepaidMgmt\\_ServiceQuality@mastercard.com](mailto:PrepaidMgmt_ServiceQuality@mastercard.com) or writing to us at the following address: Mastercard Prepaid Management Services Australia Pty Ltd 72 Christie Street, St Leonards, NSW 2065 Attention: Card Dispute Resolution. Replacement Cards cannot be sent to an address outside of Australia. If a replacement Card is issued, the replacement Card will be loaded with the available balance on the Card at the time of replacement.

12. You are liable for all transactions on the Card, except where there has been fraud or negligence by us. If your Card has been lost or stolen, or if you believe an error has occurred in relation to your Card or the Card has been misused, please email us at [PrepaidMgmt\\_ServiceQuality@mastercard.com](mailto:PrepaidMgmt_ServiceQuality@mastercard.com) or write to us at the following address: Mastercard Prepaid Management Services Australia Pty Ltd 72 Christie Street, St Leonards, NSW 2065 Attention: Card Dispute Resolution. Lost or stolen Cards will not be replaced so keep your Card secure at all times.

13. To protect your Card, you should:

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

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

15. If you have a complaint, please email us at [PrepaidMgmt\\_ServiceQuality@mastercard.com](mailto:PrepaidMgmt_ServiceQuality@mastercard.com) or put in writing to us at the following address: Mastercard Prepaid Management Services Australia Pty Ltd 72 Christie Street, St Leonards, NSW 2065 Attention: Card Dispute Resolution.

16. We will do our best to resolve your complaint within 21 days, if possible to do so. We have an internal dispute resolution procedure for handling complaints and comply with the ePayments Code for complaints about electronic payment facilities.

17. If we cannot resolve your complaint within 45 days, you may be able to pursue it with the Issuer. The Issuer has an internal dispute resolution procedure, complies with the ePayments Code and Customer Owned Banking Code of Practice, and belongs to an external dispute resolution scheme, the Australian Financial Complaints Authority. The period of 45 days may be extended in exceptional circumstances or if the Issuer decides to resolve the complaint under the rules of the Mastercard scheme.

To contact the Issuer, Heritage Bank Limited, about your complaint:

Phone: Australia: 13 14 22 Overseas: +61 7 4690 9000

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

Email: [info@heritage.com.au](mailto:info@heritage.com.au)

Mail: Heritage Bank Limited, PO Box 190, Toowoomba QLD 4350

18. We may restrict or stop the use of the Card if suspicious activities, or potentially illegal transactions, are noticed. We may also restrict or stop your use of the Card for security reasons.

19. We reserve the right to change these Conditions of Use at any time. Except where we are required by a law or a Code to do so, you will not receive advance personal notice of such changes. Changes will be notified via [mastercardgift.com.au](http://mastercardgift.com.au) or by using another method that the law or relevant Code allows or requires us to use. The current version of these Conditions of Use will be available at [mastercardgift.com.au](http://mastercardgift.com.au).

20. If we fail to exercise or delay in exercising any of our rights under these Conditions of Use, that failure or delay does not constitute a waiver of our rights.

21. These Conditions of Use are governed by the law of New South Wales.

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

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

22. Mastercard Virtual Gift Cards can only be used in shopping environments where a physical card is not present (online, over the phone or mail order). It cannot be used for face to face transactions at merchants, financial institutions or ATMs. You can make payments with the Mastercard Virtual Cards just as you would for card not present transactions made with a standard Mastercard card, by entering the card number, expiry date and security code.

23. The Mastercard Virtual Gift Cards cannot be used for purchases where a physical card is needed to complete the transaction.

24. After a Mastercard Virtual Gift Card is purchased, it must be registered in order to use it. The recipient will need to provide a valid email address in order to successfully register an Mastercard Virtual Gift Card account on the web portal. They will also need to enter information relating to the Card and any code that is issued for the Card at the time of purchase.

25. The Mastercard Virtual Gift Card is valid for three (3) years from the date it is purchased, or until the balance has been used, whichever occurs first.

26. Mastercard Prepaid Management Services Australia Pty Ltd (ABN 47 145 452 044, AFSL 386 837) arranges for the issue of the Card in conjunction with the issuer, Heritage Bank Limited (ABN 32 087 652 024, AFSL 240 984, Australian Credit Licence 240 984) ("Issuer") pursuant to a license by Mastercard Asia/Pacific Pte Ltd. You should consider the Product Terms and Conditions available at [mastercardgift.com.au](http://mastercardgift.com.au) before deciding to acquire the product. Any advice does not take into account your personal needs, financial circumstances or objectives and you should consider if it is appropriate for you.

27. Mastercard® is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated.