

coles Prepaid Cards



Coles Gift Mastercard[®] Conditions of Use

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ABN 97 087 822 464

coles
Financial
Services



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What you're agreeing to

These Conditions of Use govern the purchase, activation and use of your Gift Card.

By purchasing or receiving a Gift Card, you agree to:

- the terms and conditions set out in this document; and
- be liable for the transactions made using the Gift Card, unless stated otherwise in these Conditions of Use.

If you purchase a Gift Card as a gift for someone else, you agree to tell the gift recipient that by accepting the Gift Card, they will be accepting the terms and conditions contained in this document.

Tips to help you when reading this document

- Words that are capitalised in these Conditions of Use are defined on page 10.
- References to amounts are in Australian dollars, unless otherwise stated.
- References to days or times are references to Australian Eastern Standard Time.

Gift Card issuer

Indue Ltd ABN 97 087 822 464 ("**Indue**", "**we**", "**us**" or "**our**") is the issuer of the Gift Card. Indue is an authorised deposit-taking institution and a member of Mastercard®.

Coles Supermarkets Australia Pty Ltd ABN 45 004 189 708 and Eureka Operations Pty Ltd ABN 78 104 811 216 (referred to individually and collectively as "**Coles**") are agents of Indue, responsible for promoting and selling the Gift Card to you. Coles Financial Services is a registered trade mark of Coles Group Limited.

By agreeing to these Conditions of Use, you are entering into a contract with Indue and not with Coles or any member of Coles.

If you need to contact us

The main channel for all customer queries is the online Prepaid Service Centre at colesprepaidcards.com.au. Log in to the Prepaid Service Centre at any time, free of charge. You'll need the Card ID on the back of your Card.

For help with your Gift Card, you can contact the Customer Support Centre by phone or email:

Telephone: 1300 095 072

Email: prepaidcards@coles.com.au

The Customer Support Centre operates Monday to Friday, 8.00am to 8.00pm and Saturday, 8.00 am to 1.00pm. The Customer Support Centre does not operate on National Public Holidays or Sundays.

Obtaining your Gift Card from a Coles store

You can obtain a Gift Card by purchasing it at one of selected Coles stores. To make your purchase, you'll need to pay:

- the Gift Card Purchase Fee (see "**Information on Fees**" below); and
- the value of the Gift Card, which is the value you'll be able to redeem using your Gift Card.

Once you purchase your Gift Card, it will be ready to use.

Activate your Gift Card before you use it

If your Gift Card was purchased at a Coles store, you don't need to activate it. Your Gift Card is ready to use straight away.

If your Gift Card was purchased online, you need to activate it after you receive it.

To activate your Gift Card, visit the Prepaid Service Centre at colesprepaidcards.com.au and follow the prompts. You'll need the Card ID that is on the back of your Gift Card.

Once you complete the online activation process, you'll be able to use your Card ID and Access Code to login to the Prepaid Service Centre and view your Gift Card's balance and transaction history.

As part of the activation process, we send the Access Code to the email address that was nominated (by you, if you were the purchaser) at the time of purchase.

Information about using your Gift Card

You can use your Gift Card to buy goods and services from merchants who accept Mastercard® payments in store, over the internet or over the phone.

How to use your Gift Card

To make a transaction at a point-of-sale terminal using the Gift Card, you'll need to swipe the card, press "CR" or "Credit" and enter your PIN. The PIN is under the scratch panel on the back of the Gift Card. If you press "Savings" or "Cheque", your transaction will be declined.

To make a transaction online or over the phone, you'll need to provide your card number, Expiry Date and CVV. The Expiry Date is on the front of your Gift Card. The CVV is on the back.

When a transaction takes place using your Gift Card or Gift Card details, we'll deduct the amount of the transaction from the remaining value on your Gift Card.

You can use your Gift Card to make purchases only up to the Gift Card value. If you attempt a transaction that exceeds the value remaining on the Gift Card, that transaction will be declined.

You don't need to use the whole Gift Card value in one transaction.

You cannot:

- use your Gift Card to withdraw cash at ATMs or point-of-sale terminals;
- reload or add any further monetary value to your Gift Card after it is purchased; or
- stop a transaction after it has been completed.

For how long can I use my Gift Card?

You can use the Gift Card as many times as you like, as long as:

- you have sufficient value to cover any payment you wish to make;
- the Expiry Date has not been reached; and
- your Gift Card has not been suspended or cancelled.

The Expiry Date is specified on the front of your Gift Card. Your Gift Card will expire on the Expiry Date.

Important

On the Expiry Date, you'll:

- no longer be able to use the Gift Card to make any purchases; and
- forfeit any value that remains on your Gift Card.

Any value remaining on the Expiry Date will not be refunded to you.

When we may cancel or limit your Gift Card

We may cancel or restrict your Gift Card at any time. If we cancel or suspend your Gift Card, we will not refund any remaining value to you.

Limitations on the use of your Gift Card

You must not attempt to use your Gift Card to make direct debit or recurring or regular instalment payments. If you attempt to use your Gift Card in this way, we may suspend or cancel your Gift Card and you'll forfeit any remaining value on your Gift Card.

You must not use your Gift Card for illegal purposes, including the purchase of goods or services deemed illegal by any Australian law or the law of any other location where you use your Gift Card or where the relevant goods or services for purchase are provided.

We may limit the types of transactions that you can perform using your Gift Card. We will maintain a list of these types of transactions (the **Prohibited Transactions List**) on the website <https://financialservices.coles.com.au/prepaid-cards/important-information>. We may at any time add or remove categories of transactions from the **Prohibited Transactions List**, so it is important for you to regularly review this list to ensure a transaction you wish to make is not within the prohibited categories.

At the date of these terms and conditions, the **Prohibited Transactions List** includes transactions relating to any form of gambling or gambling services, the purchase of money orders, transactions with financial institutions or transactions with any form of money transfer services.

Important

Some merchants may refuse to accept the Gift Card. **Indue and Coles accept no responsibility if a merchant does not accept your Gift Card.**

Merchants and financial institutions can impose conditions on how their payment facilities are used, including imposing limits or not allowing split payments. Merchants may also impose a fee or surcharge for using their payment facilities. These type of fees fall outside our control.

Important

Sometimes, there may be circumstances beyond the control of Indue or Coles that prevent a transaction being processed. For example, a transaction may not process if there is a problem with the communications network to which a terminal connects.

Returning goods to the merchant

You may be entitled to refunds for purchases made using your Gift Card. This may involve a credit back onto the value of the Gift Card, depending on a merchant's policy.

Information on Fees

Important

Fees and charges apply to the use of your Gift Card.

The following standard fees apply. You agree that, unless otherwise specified, we may deduct these fees from the value of your Gift Card, as described below.

If you think we have incorrectly applied a fee or charge, please contact the Customer Support Centre. We'll reverse any incorrectly applied fee or charge. We may choose to waive or reduce any of these fees.

Using your Gift Card for transactions processed outside Australia

If you make a transaction that is processed overseas or in a currency other than Australian dollars, Mastercard will convert the value of that transaction into Australian dollars.

Mastercard may also do this even if the transaction amount was quoted to you in Australian dollars. This can happen, for example, if the online price quoted by a merchant operating overseas is in Australian dollars, but the transaction is processed by the merchant in the merchant's local currency.

To convert the transaction into Australian dollars, Mastercard will either:

- convert the value of the transaction directly into Australian dollars; or
- first convert the currency in which the transaction was made into US dollars and then convert that value to Australian dollars.

Part of Mastercard's currency conversion procedure includes using:

- a wholesale exchange rate; or
- a government-mandated exchange rate.

These rates are selected by Mastercard on the date the relevant transaction is processed. This may differ from the rate which applied on the date you made the transaction or the date we posted the transaction to your transaction history.

A Currency Conversion Fee will apply (see "**Information on Fees**" above).

FEE DESCRIPTION	FEE AMOUNT
Gift Card Purchase Fee: payable when you purchase a Gift Card. You have to pay this amount in addition to the initial value of your Gift Card. Refer to the sections above about " Obtaining your Gift Card ".	\$5.00 per Gift Card
Currency Conversion Fee: payable and deducted from the value of your Gift Card at the same time you make a transaction using the Card Details associated with your Gift Card in a currency other than Australian dollars, or you make a transaction using those Card Details in any currency (including AUD) that is processed by a card scheme or billed by the merchant outside of Australia.	3% of the total amount of each relevant transaction. 1% of the total amount of each such transaction is payable to Mastercard as a currency conversion charge and the remaining 2% of the total amount of each such transaction is an administration fee payable to us.

All fees are inclusive of any GST

What if my Gift Card is lost or stolen or if there's a transaction I didn't authorise?

Important

Ensure you keep your Gift Card secure. Anyone holding the Gift Card or who knows the Gift Card details (for example, the Card number, expiry and CVV) can use it to make purchases.

You are responsible for all transactions made using your Gift Card. We are not responsible for any unauthorised or fraudulent transactions, which may occur using your Gift Card. We will not refund you the value of any unauthorised or fraudulent transactions that may occur.

If your Gift Card has been lost or stolen or if you think your Gift Card details are known to someone else or are otherwise compromised, we will not provide you with a refund or replacement.

If you suspect an unauthorised transaction, immediately report this by calling the Customer Contact Centre on 1300 095 072. We may be able to investigate a disputed transaction on your behalf. Please refer to **"Enquiries and Complaints"** below.

We may (at our discretion) provide you with a replacement Gift Card if there was a fault with your original Gift Card. If we do this, your new Gift Card will have the same value as the amount that was remaining on your original Gift Card at the time of replacement.

Prepaid Service Centre

The Prepaid Service Centre is an online self service centre that allows you to check your transaction history, your remaining balance, and manage how you use your Gift Card.

You can log in using your Card ID and Access Code. Your Access Code is the code you obtained with your Gift Card (if it was purchased in-store) or that we email to you when you first activate your Gift Card (if it was purchased online).

The Prepaid Service Centre is free to use. It's available 24 hours a day, 7 days a week (other than for occasional site maintenance) and you can use it from wherever you have access to the internet.

For information about the Prepaid Service Centre, go to colesprepaidcards.com.au.

The Prepaid Service Centre is governed by terms and conditions which are available at that site. You agree to these terms and conditions when you first register to use the Prepaid Service Centre.

Your Gift Card is not a bank deposit

We hold funds that are stored on your Gift Card in various accounts that we own and control.

We earn interest on funds held in these accounts and may share that interest with Coles.

Important

You will **not** earn any interest or generate revenue on any value that is stored on your Gift Card.

Important

The Financial Claims Scheme ("**FCS**") is a scheme administered by the Australian Prudential Regulation Authority ("**APRA**") to protect depositors from potential loss due to the failure of institutions. It provides depositors with a guaranteed protection, up to a cap. As at the date of these Conditions of Use, the FCS applies to deposits only. If Indue fails:

- any value held on your Gift Card will not be protected by the FCS; and
- you may lose all or part of the remaining value of your Gift Card.

For more information on the FCS, refer to: <http://www.apra.gov.au/crossindustry/fcs/Pages/default.aspx>.

Privacy

If you provide personal information to us, you consent to us disclosing your personal information to Coles for marketing, research and analytics purposes and to third parties that: (a) facilitate transaction investigation and assist with identification of suspicious or fraudulent transactions; (b) are our outsourced service providers (for example, data switches); (c) are regulatory bodies, government agencies, law enforcement bodies and courts; and (d) are participants in the payment system and other financial institutions for the purpose of resolving disputes, errors or other matters arising from your use of your Gift Card.

To find out more about how Coles and Indue manage your personal information, you can access the privacy policies of Coles and Indue at <https://psc.colesprepaidcards.com.au/privacy>. The privacy policies contain information about how you can raise a concern in relation to your privacy and how we'll deal with such a concern. They also contain information about how you can access the personal information we hold about you and how you can ask us to correct that information.

Can I opt out of receiving direct marketing?

Coles may provide marketing communications and targeted advertising to you on an ongoing basis by telephone, electronic messages (eg. email), our digital services and other means. These communications may relate to the products and services that Coles, including other Wesfarmers group companies, provide and other products which may be of interest to you.

Unless you tell Coles that you no longer wish to receive these communications, the consent you give us by accepting these Conditions of Use applies for an indefinite period of time.

If you do not want to receive direct marketing information from Coles, please call the Customer Support Centre.

Enquires and Complaints

If you have any enquiries or complaints in relation to your Gift Card, please contact the Customer Support Centre on 1300 095 072.

We have the ability in certain circumstances to investigate disputed transactions which occur on your Gift Card and attempt to obtain a refund for you.

In accordance with the Mastercard scheme rules, our ability to investigate a disputed transaction on your behalf is limited to the time frames imposed pursuant to those rules.

The maximum timeframes vary between 75 days and 120 days from the time of the transaction so it is important that you notify us as soon as you become aware of a disputed transaction.

Changes to these Conditions of Use

The information in these Conditions of Use is current as at the date stated at the beginning of this document. We may change, add to or delete the terms and conditions in these Conditions of Use at any time.

If we make any such change, we'll publish it at colesprepaidcards.com.au no later than the date when the changes take effect, unless a relevant law requires more advance notice to be provided to you.

How we may vary and assign our rights under these Conditions of Use

We may assign or transfer our rights under these Conditions of Use to a related third party, or an unrelated third party with dispute resolution procedures that are similar to ours or more favourable to you. If we do that, the terms and conditions in this document will apply to the assignee or transferee as if it were named as Indue.

We'll notify you of any assignment or transfer by publishing it at colesprepaidcards.com.au

How we communicate with you

If you provide us with an email address, you consent to electronic communications being sent to you via that email address, including notices and reminders.

A communication sent by Coles or Indue to you by email is taken to have been received on the day it was transmitted.

To protect your privacy, we recommend that any email address you provide to us be your personal email address rather than, for example, an email address accessible by your work colleagues or family members.

Anti-Money Laundering, Counter-Terrorist Financing and Sanctions

You acknowledge and agree that:

- where required, you'll give us all information we reasonably request so that we can comply with our obligations under AML Legislation;
- our participation in the Mastercard® scheme rules may mean that the laws of other countries may apply;
- we may disclose information about you to regulatory and/or law enforcement agencies as required under relevant laws;
- we may cancel or restrict your access to your Gift Card if we become aware of any suspicious activity;
- we may block, delay, freeze or refuse any transactions if we, in our sole opinion, have reasonable grounds to believe the relevant transactions are fraudulent, in breach of AML Legislation or any other relevant law;
- if we block, delay, freeze or refuse, any transactions we are not liable to you for any loss suffered by you or any third party arising directly or indirectly as a result of us taking this action; and
- we may monitor transactions you make with your Gift Card under the obligations we may have under AML Legislation.

Important

We may block your ability to use your Gift Card in certain countries, such as countries that are on the United Nations Security Council Sanctions List.

Interpretation

Meanings of words

In these Conditions of Use, unless otherwise indicated:

Access Code means the code we provide to you when you first activate your Gift Card (if you purchased it online) or when you first log in to the Prepaid Service Centre (if you purchased it at a Coles store) and is necessary for you to continue to access the Prepaid Service Centre to view details in relation to your Gift Card.

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

ATM means an automatic teller machine.

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

Card ID means a number associated with your Gift Card, but which is different to the card number. It is specified on the back of the Gift Card and it is necessary to enable you to access the Prepaid Service Centre.

Coles means individually or collectively, Coles Supermarkets Australia Pty Ltd ABN 45 004 189 708 and Eureka Operations Pty Ltd ABN 78 104 811 216.

Customer Support Centre means the support services available to address your Gift Card queries or to provide any other assistance to you. Details for the Customer Support Centre are found at the start of this document.

CVV means the 3-digit card security code (or "Card Verification Value") associated with your Gift Card.

Expiry Date means the expiry date specified on the front of your Gift Card.

Gift Card means the Coles Gift Mastercard® card issued by Indue to you and described in this document.

Mastercard® means Mastercard International Incorporated.

Negative Balance means that the value of your Gift Card is negative (less than \$0.00) rather than positive (\$0.00 or greater).

Prepaid Service Centre means the website located at colesprepaidcards.com.au where you may login to access information about your Gift Card and manage your Gift Card.

We, us, our means Indue, unless otherwise specified in these Conditions of Use.

You, your means the person holding the Gift Card, including the person who purchased the Gift Card or the person who received the Gift Card as a gift.

Interpreting this document

In this document:

- one gender includes the other;
- the singular includes the plural and the plural includes the singular;
- a party named in these Conditions of Use includes the party's executors, administrators, successors and permitted assigns;
- "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.

The parties to these Conditions of Use

If a party consists of more than 1 person, these Conditions of Use bind each of them separately and 2 or more of them jointly and severally. An obligation, representation or warranty in favour of more than 1 person is for the benefit of them separately and jointly. We may use service providers or agents to perform any function described in these Conditions of Use and to exercise any of our rights.

The Mastercard® Brand Mark is a registered trademark of Mastercard® International Incorporated.