

# Eftpos Cardholder Terms

This card is issued by EML Payment Solutions Limited ABN 30 131 436 532, AFSL 404131 (also referred to as 'EML/we/us/our'). EML is the issuer of the Card and has authorised Edge Loyalty Systems ABN 96 138 299 288, to distribute the Card. Within these conditions 'you' are the Card purchaser or user. By agreeing to the Terms and Conditions herein, you agree to a contractual relationship with EML.

By using the Card, you agree to be bound by these Terms and Conditions. All users of the Card must be provided these conditions.

## Activation, Using the Card and Expiration

- The Card is an eftpos prepaid gift card that **must** be activated **within the date specified on the letter you receive with your gift card**.
- To activate the Card you must go online to <https://activate.giftcardplanet.com.au> and enter in the card details. Once activated, funds are available by **12 pm the following business day**.
- Cards are **valid for 36 months from date of activation**. The card cannot be used after expiry and cannot be replaced. **At expiry, the remaining balance will be forfeited. We will not give you any notice before this happens.**
- To check the card balance, card expiry and full conditions of use, go to <https://activate.giftcardplanet.com.au>
- The Card can be used for purchasing goods and services wherever eftpos cards are accepted for electronic transactions.

## Limitations of the Card

- This Card is **not** reloadable.
- The Card is **not** a credit card and nor is it linked to a deposit account with EML.
- The Card cannot be used to make transactions that exceed the available balance. For such a transaction, you need to pay the difference by another method, if the merchant agrees.
- The Card **cannot** be used to obtain or redeem cash 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 eftpos prepaid gift cards).

## Waivers

- **We are not liable** in any way if/when a payment authorization is declined for any particular transaction **except** where the authorisation has been declined because of an act or omission on our part.
- The Card is like cash and may not be replaced if misused, lost, stolen or damaged. You are responsible for all transactions on the Card, **except** where there has been fraud or negligence by our staff or agents. If you notice any error relating to the Card, you should notify Edge Loyalty Client Services immediately on 1300 079 267 during business hours or alternatively you can send an email to [info@giftcardplanet.com.au](mailto:info@giftcardplanet.com.au).

## Refunds

- Any refunds on Card transactions are subject to the policy of the specific merchant.
- If the Card expires or is revoked before you have spent any funds 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.

## Disputes & Complaints

- 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 can contact Edge Loyalty Client Services immediately on 1300 079 267 during business hours or alternatively you can send an email to [info@giftcardplanet.com.au](mailto:info@giftcardplanet.com.au).
- If you wish to make a complaint about your Card you can send an email to [support@emlpayments.com.au](mailto:support@emlpayments.com.au).

## **Disclaimers**

- The Card remains the property of EML and we may restrict or stop the use of the Card if suspicious activities are noticed.
- To check full conditions of use go to: [https://activate.giftcardplanet.com.au/documents/36Month\\_Terms.pdf](https://activate.giftcardplanet.com.au/documents/36Month_Terms.pdf)
- You are responsible for checking your transaction history online and knowing your available balance by viewing transaction activity online at <https://activate.giftcardplanet.com.au/36month/CheckingBalance> or by phoning 1300 079 267 during business hours.
- Information will be disclosed to third parties about the Card, or transactions made with the Card, whenever allowed by law, and also where necessary to operate the Card and process transactions. A full privacy policy can be viewed at [www.giftcardplanet.com.au/privacy-policy](http://www.giftcardplanet.com.au/privacy-policy)
- **We reserve the right to change these Terms and Conditions at any time.** Any changes to the Terms and Conditions can be viewed at [https://activate.giftcardplanet.com.au/documents/36Month\\_Terms.pdf](https://activate.giftcardplanet.com.au/documents/36Month_Terms.pdf)

End of Document