

Cardholder Eftpos Terms and Conditions

This card ('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 Pty Ltd ABN 96 138 299 288 ('Edge'), to distribute the Card. In these terms and conditions ('Terms and 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 with these Terms and Conditions.

Activation, Using the Card and Expiration

1. The Card is an eftpos prepaid gift card that must be activated within the date specified on the letter you receive with your Card.
2. To activate the Card you must go online to www.activatethecard.com.au and enter the Card details. Once activated, funds are available by 12 pm the following business day.
3. Cards are valid for a minimum of three years from the date of activation until the end of the valid through date printed on the Card and/or carrier. The Card cannot be used after expiry and cannot be replaced unless we are required to do so under these Terms and Conditions or by law. At expiry, the remaining balance will be forfeited. We will not give you any notice before this happens.
4. To check the Card balance and Card expiry visit www.activatethecard.com.au.
5. The Card can be used for purchasing goods and services wherever eftpos cards are accepted for electronic transactions.

Limitations of the Card

6. This Card is not reloadable.
7. The Card is not a credit card and nor is it linked to a deposit account with EML.
8. 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.
9. The Card cannot be used to obtain or redeem cash and cannot be used for making direct debit, recurring, or regular instalment payments.
10. Transactions made using the Card may be declined at some merchants (such as gambling merchants or merchants who choose not to accept eftpos prepaid gift cards).

11. Your use of the Card at a participating merchant is subject at all times to the policies (and, where applicable, other terms and conditions) of that participating merchant regarding the goods and services made available by it.
12. Cards cannot be used towards the purchase of any other gift cards or vouchers at participating merchants.

Waivers

13. We are not liable in any way if/when a payment transaction is declined for any particular transaction except where the transaction has been declined because of an act or omission on our part.
14. Our goods and/or services come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.
15. For the avoidance of doubt, our goods and services comprise the stored value of the Card. We have no liability to you for goods and services that you purchase using the Card. Claims relating to the goods and services you purchase using the Card must be directed towards the relevant participating merchant where the transaction was made.
16. 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 immediately on 1300 079 267 (8am-6pm Monday to Friday AEST, 9am-5pm Saturday AEST) or alternatively you can send an email to info@giftcardplanet.com.au.

Refunds

17. Any refunds on Card transactions are subject to the policy of the specific merchant.
18. If the Card expires or is revoked in accordance with these Terms and Conditions 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

19. 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 immediately on 1300 079 267 (8am-6pm Monday to Friday AEST, 9am-5pm Saturday AEST) or alternatively you can send an email to info@giftcardplanet.com.au.

20. If you wish to make a complaint about your Card you can send an email to info@giftcardplanet.com.au. If you want to escalate your complaint you can do that by sending an email to [**support@emlpayments.com.au**](mailto:support@emlpayments.com.au).

Disclaimers

21. The Card remains the property of EML and we may restrict, revoke or stop the use of the Card where required by law or if our systems suspect that fraud or other illegal activity has been committed using the card.
22. You are responsible for checking your transaction history online and knowing your available balance by viewing transaction activity online at www.activatethecard.com.au or by phoning 1300 079 267 (8am-6pm Monday to Friday AEST, 9am-5pm Saturday AEST).
23. Information about the Card and transactions made with the Card will be collected and disclosed to third parties in accordance with our privacy policy, to the extent permitted by law, and also where necessary to operate the Card and process transactions. A full privacy policy can be viewed at www.activatethecard.com.au.
24. Subject to clause 25, we reserve the right to change these Terms and Conditions at any time, provided that the changes do not materially reduce or limit your rights under these Terms and Conditions.
25. We may change these Terms and Conditions in a way that materially reduces or limits your rights under these Terms and Conditions only if we are required to do so by law, where such changes are imposed on us by a third party or where the change is required to protect our legitimate commercial interests.
26. You will not receive advance personal notice of changes to these Terms and Conditions. Changes will be notified via www.activatethecard.com.au and will be effective from the date of publication. If we make changes to these Terms and Conditions in a way that materially reduces or limits your rights under these Terms and Conditions, we will endeavour to give you 30 days' notice by publishing the revised Terms and Conditions at www.activatethecard.com.au. The current version of the Terms and Conditions can be viewed at www.activatethecard.com.au.