BET365 MASTERCARD®

PRODUCT DISCLOSURE STATEMENT

In this Product Disclosure Statement for the bet365 Mastercard you will find:

Part A – General Information

and

Part B – Terms and Conditions including Fees and Charges

Dated 11 December 2023

CONTENTS

Part A General Information 4

1. About this Product Disclosure Statement 4
2. Electronic Statements 4
3. Changes to this PDS 4
4. General Product Description 4
5. Parties involved in the distribution of The Card 5
6. Card Issuer 5
7. Roles of the card Distributors and Issuer 5
8. Who is eligible for the Card? 6
9. Significant Benefits To Cardholders 6
10. Significant Risks To Cardholders 6
11. Important information about the Financial Claims Scheme 7
12. Your Tax Liabilty 7
13. Other Important Information 7
14. Problems or Disputes 8

Part B Terms and Conditions 9

15. Terms and Conditions 9
    - 15.1. Definitions 9
    - 15.2. Overview 11
    - 15.3. The Card 11
    - 15.4. Using the Card 12
    - 15.5. Fees and Charges 13
    - 15.6. Loading of Value 14
    - 15.7. Foreign Transactions 14
    - 15.8. Limitations of Use of the Card 14
    - 15.9. PIN 15
    - 15.10. PIN Change 15
    - 15.11. Security 16

15.12. Loss, Theft and Misuse of Cards 16
15.13. Liability for Unauthorised Transactions 16
15.14. Transactions 18
15.15. Card Expiry 19
15.16. Replacement Cards 19
15.17. Card Revocation and Cancellation 19
15.18. Accessing your Available Balance if you don't have a current Card 20
15.19. Liabilities and Disclaimers 20
15.20. Anti-Money Laundering and Counter Terrorism Financing obligations 21
15.21. Privacy and Information Collection 22
15.22. Communications 23
15.23. Keeping your contact details up to date 24
15.24. Changes to these Terms and Conditions 24
15.25. The Website 25
15.26. Governing Law 25

PART A GENERAL INFORMATION

1. ABOUT THIS PRODUCT DISCLOSURE STATEMENT

This document (comprising Part A and Part B) forms the Product Disclosure Statement ("PDS") for your bet365 Mastercard (the "Card"). The PDS contains important information, including the fees and other costs that apply to the Card.

This PDS is issued by EML Payment Solutions Limited ABN 30 131 436 532 ("EML") 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 Card. You should read this PDS in full before using your Card.

Your contract with us for the Card is comprised of this PDS document incorporating the Terms and Conditions, which contains important information regarding your 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 Card transactions and Available Balance are available for viewing and printing from the Website shown on the PIN Mailer. Please contact bet365 by phoning 1800 200 365 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.

Information regarding your Card may need to be updated from time to time. Any updated information that is not considered materially adverse to Cardholders will be made available on the Website. Alternatively, you may request a paper copy of any updated information free of charge from EML by phoning 1300 739 889. Any updated information that may be materially adverse to Cardholders will be included in a replacement or supplementary PDS.

4. GENERAL PRODUCT DESCRIPTION

Your Card is a prepaid, reloadable Mastercard. Your Card provides you with the means to receive the Withdrawable Balance from your bet365 Wagering Account as well as keep track of and enjoy access to your Stored Value anywhere in the world where prepaid Mastercard cards are accepted.

Your Card can only be loaded with the Withdrawable Balance from your bet365 Wagering Account within the transaction limits listed in Section 15.8 of the Terms and Conditions in Part B. You can choose to load all or

part of the Withdrawable Balance to your card. **Cardholders are not permitted to load or transfer any personal funds onto their Card.**

The Card is not a credit or charge card and the Card Stored Value does not earn interest. **Your balance is not a bank deposit.**

5. PARTIES INVOLVED IN THE DISTRIBUTION OF THE CARD

EML Payment Solutions Limited ABN 30 131 436 532 ("EML"), is the holder of Australian Financial Services License number 404131. Under its AFSL, EML is authorised to provide financial services including arranging for the issue of non-cash payment facilities to the Card.

Hillside (Australia New Media) Pty Limited ABN 75 148 920 665 trading as bet365 ("bet365"), Authorised Representative number 001233851, is authorised by EML to arrange for the issue of the Card. bet365 is a registered business name of Hillside. When providing financial services in relation to the Card, bet365 acts on behalf of EML.

bet365 can be contacted via:

Phone:	1800 200 365
Mail:	Customer Services, Hillside (Australia New Media) Pty Limited, PO Box 113, Parap, NT 0820
Email:	support-eng@customerservices365.com
Internet:	http://www.bet365.com.au

6. CARD ISSUER

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

EML is a principal member of MasterCard International Incorporated and the holder of Australian Financial Services Licence (AFSL) number 404131. Under its AFSL, EML is authorised to provide financial services including arranging for the issue of non-Cash payment facilities such as the Card. When providing financial services in relation to the Card, EML acts on its own behalf.

EML can be contacted via:

Phone:	1300 739 889 between 8:30am to 5pm Queensland time
Mail:	Level 12, 333 Ann Street, Brisbane QLD 4000
Email:	support@emlpayments.com.au
Internet:	www.emlpayments.com

7. ROLES OF THE CARD DISTRIBUTORS AND ISSUER

EML is also responsible for the distribution of the Card. bet365 provides customer service support for Cardholders, including the online and telephone systems to allow Cardholders to check their Stored Value and transaction history.

The Available Balance on your Card is held in a client segregated monies account maintained by Australia and New Zealand Banking Group Limited ABN 11 005 357 522 (AFSL 234527) ("ANZ"). EML is responsible

for the settlement of transactions using the Card, but may outsource these functions to other service providers. EML holds the Available Balance on trust for you and bet365, in accordance with this PDS and the Terms and Conditions. You acknowledge that the Available Balance can be used to meet our settlement obligations in respect of your transactions and to provide security for our settlement obligations.

Neither bet365, nor anyone else acting on its behalf, has the authority on behalf of EML to:

- tell you anything about the Card that is inconsistent with the information in this PDS;
- give you personal 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 EML's behalf, other than marketing, arranging for the issue of and providing customer services for the Card.

8. WHO IS ELIGIBLE FOR THE CARD?

To be eligible for the Card you must be:

- 18 years of age or older;
- an Australian resident; and
- a verified bet365 member with an online wagering account.

9. SIGNIFICANT BENEFITS TO CARDHOLDERS

The significant benefits of the Card are as follows:

- you can load (or reload) value onto your Card by transferring the Withdrawable Balance of your bet365 Wagering Account to your Card by using the options available under the My Account tab on the Website. You will need your bet365 login details to perform this type of transaction;
- you can top up your bet365 Wagering Account by unloading value from your Card and transferring funds back to your bet365 Wagering Account using the options available under My Account tab on the Website. You will need your bet365 login details to perform this type of transaction;
- the Card is a prepaid, reloadable Mastercard card which means that it can be used to pay for goods and services from merchants in Australia and around the world who accept Mastercard prepaid cards including online purchase transactions;
- the Card can also be used to make Contactless Transactions for purchases under $100; simply place your Card near or on the EFTPOS Device. Before authorising a Contactless Transactions, you must check that the correct amount is displayed on the EFTPOS Device.
- the Card can be used to withdraw cash at participating ATMs who accept prepaid Mastercard cards around Australia and all over the world;
- the Card is a reloadable, which means that you can load value to it as many times as you like during its currency and within the applicable limits set out in 15.8; and
- you can access only the value that you have loaded to the Card. It is not a credit Card.

10. 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.

Significant risks to cardholders are:

- the ability to access the Stored Value on the Card is ultimately dependent on bet365 transferring the Withdrawable Balance from your bet365 Wagering Account to EML. Accordingly, if bet365 becomes insolvent or if there is otherwise a delay in the transfer of your Withdrawable Balance, there is a risk you may not be able to access the Stored Value on the 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;
- Incorrect amounts may be charged if you do not confirm the correct transaction amount before authorising a Contactless Transaction;
- 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;
- your card could be lost, destroyed or stolen;
- the Financial Claims Scheme does not apply in relation to the Card or your Available Balance.

11. 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 from potential loss due to the failure of these institutions. It provides depositors with a guaranteed protection, up to a cap. As at the date of this PDS, the Financial Claims Scheme applies to deposits only. It does not extend to prepaid card products (including the Card). The Financial Claims Scheme does not protect any Available Balance held on you Card.

For more information, see APRA's website at:
http://www.apra.gov.au/crossindustry/fcs/Pages/default.aspx

12. YOUR TAX LIABILTY

You should get your own independent tax advice in relation to the impact your use of the Card may have on your personal tax liability as EML has not taken into account your individual circumstances or needs when arranging for the distribution of your Card.

13. OTHER IMPORTANT INFORMATION

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;

- value loaded on your Card from the bet365 Wagering Account will usually become available for use by you immediately for in-person transactions and card not present transactions;
- press the Credit button on the EFTPOS Device and ATMs in order to access the Available Balance; and
- the method of communication EML will use to give you information will be Electronic Communication.

14. PROBLEMS OR DISPUTES

Disputing an Unauthorised Transaction

Where your Card is used for Unauthorised Transactions, we will seek to reverse the transaction if we can under the Mastercard Scheme Rules using what is called a chargeback right. Your ability to dispute or reverse an Unauthorised Transaction may be lost if you do not notify us as soon as possible and 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 the timeframe stipulated in the Mastercard Scheme Rules.

Queries, Disputes and Complaints

When you provide feedback to us, we have the opportunity to improve our services to you. If you have a query about the Card, you should initially direct the query to bet365.

bet365 can be contacted via:

Phone:	1800 200 365
Mail:	Customer Services, Hillside (Australia New Media) Pty Limited, PO Box 113, Parap, NT 0820
Email:	support-eng@customerservices365.com
Internet:	http://www.bet365.com.au

If you are unable to resolve your issue with bet365 directly, you can escalate your enquiry to EML using the contact details set out in Section 6. EML will aim to resolve the matter on your initial contact. However, if we can't resolve your complaint within 5 business days, we will commit to keeping you informed of what is happening and aim to resolve your complaint within 30 days.

In some circumstances, more than 30 days may be needed to investigate a complaint; for example, if the complaint is complex, if there are delays caused by other financial institutions or merchants involved in resolving the complaint or where the Mastercard Scheme Rules govern the time taken to exercise a chargeback right.

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

If we are unable to resolve your complaint to your satisfaction or the satisfaction of the Cardholder within 30 days, you may be eligible to escalate the complaint with the Australian Financial Complaints Authority, or AFCA. AFCA may be contacted at the following:

Website: www.afca.org.au

Email: info@afca.org.au

Telephone: 1800 931 678 (free call)

Mail: Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001

PART B TERMS AND CONDITIONS

15. TERMS AND CONDITIONS

15.1. DEFINITIONS

AFSL means Australian Financial Services Licence.

AML/CTF Laws means the *Anti-Money Laundering & Counter-Terrorism Financing Act 2006* (Cth) and the Rules and other subordinate instruments under that Act.

ATM means Automated Teller Machine that accepts cards with the Mastercard brand for Cash withdrawals.

ATM Owners Fee means the fees charged by the owner of the ATM and incurred by a Cardholder for using an ATM. ATM Owner Fees may vary and will be displayed on the ATM at the time a transaction is made.

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.

bet365 means Hillside (Australia New Media) Pty Limited ABN 75 148 920 665 trading as bet365.

bet365 Wagering Account means your unique account with bet365 that is used for online wagering services.

Card means the bet365 Mastercard.

Contactless Transaction means a transaction made by holding a Card (which can make a Contactless Transaction) against an EFTPOS Device to complete a transaction, rather than inserting the card into the EFTPOS Device.

EFTPOS/POS means electronic funds transfer at point of sale.

EFTPOS Device means the device included in an authorised interchange network used by merchants to accepts cards for purchases at POS, including for Contactless Transactions.

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.

EML means EML Payment Solutions Limited ABN 30 131 436 532, AFSL 404131.

Financial Claims Schemes means the scheme administered by the Australian Prudential Regulation Authority (APRA) to protect depositors of authorised deposit-taking institutions from potential loss due to the failure of these institutions.

Funds Redemption Request has the meaning given to it in section 15.18.

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 EML Payment Solutions Limited ABN 30 131 436 532, AFSL 404131.

Mastercard means Mastercard International Incorporated.

Mastercard Scheme Rules means the Mastercard Scheme Rules and the Mastercard Technical Operational and Security Rules.

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

PAN means the 16-digit Primary Account Number, which is the number embossed on the front of the Card or provided in your Device.

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

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 be reasonably ascertained from the information or opinion.

PIN means the four-digit personal identification number that 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 Card and instructions on how to use your Card.

POS Transaction means Point of Sale transactions.

Product Disclosure Statement means this document.

Security Requirements means the Security Requirements described under section 15.11 “Card Security”.

Stored Value means the total amount of the Withdrawable Balance of your bet365 Wagering Account transferred to your Card and available.

Terms and Conditions means Part B of 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 EML and, except where the context indicates a different intention, also includes any agent acting on behalf of EML.

Website means the secured web site for the 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.

Withdrawable Balance means the amount that can be currently withdrawn from your bet365 Wagering Account. Any difference between this and the balance of your bet365 Wagering Account may be due to recent deposits.

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

15.2. 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 EML 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 promptly 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 device ("i.e. an electronic banking terminal");
- never leave your Card unattended, e.g. in your car or at work;
- promptly report the loss, theft or unauthorised use of your Card to EML on 1300 739 889;
- 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.

15.3. THE CARD

- The Card is a prepaid, reloadable Mastercard card and value must be loaded to the Card before it can be used;
- you can load value to the Card in accordance with these Terms and Conditions;
- the Card allows cash withdrawals at ATMs and purchases to be made wherever Mastercard cards are honoured 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 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.

15.4. USING THE CARD

- You must register as the cardholder of the Card via the Website by following the prompts;
- upon registration, your Card will be activated and ready for use;
- you can 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 an EFTPOS Device available by either:
        - selecting the 'credit' button wherever Mastercard cards are accepted; or
        - making a Contactless Transaction.
    - over the telephone or the internet by providing the PAN, expiry date and security code; or
    - at outlets overseas wherever Mastercard cards is accepted.
- when you are paying for goods and services by selecting the 'credit' button at an EFTPOS Device or providing the Card number to a merchant over the telephone or the Internet, you will be covered by Mastercard's zero liability protection policy. This means you are protected against Unauthorised Transactions. Mastercard's zero liability protection policy does not apply to ATM transactions or transactions not processed by Mastercard.
- 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;
- you can use your Card within the limits specified in section 15.8 provided that you do not exceed the Available Balance and the expiry date for the Card has not passed;
- EML or bet365 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 EML.
- if you are entitled to a refund for any reason relating to a transaction, you agree to accept the refund under the policy of that specific merchant. Refunds may be in the form of a credit to your 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, except to the extent that the liability is caused by our fraud, negligence or wilful misconduct (including that of our officers, employees, contractors or agents);
- the Card may be used at ATMs that accept prepaid Mastercard cards. ATM transaction fees and charges may 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;
- you may not make pre-authorised regular payments with the Card; and
- your Card may not be used for any direct or recurring debit payments or for any mail or telephone order transactions.

15.5. 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	
Card Issue and Funds Loading	
Card Issue Fee	Free
Replacement Card Fee	Free
ATM Withdrawals	
ATM Transactions	As displayed on the ATM screen at the time of the relevant transaction.
Point of Sale Purchases	
POS Purchase	Free
Account Keeping Fees	
Balance Inquiry online	Free
Foreign exchange fee	2.99% of the total amount of each transaction
Disputed transaction fee (per unsuccessful disputed transaction)	$20.00
Monthly inactive fee after 180 days of inactivity	$2.00

Negative Card balance top up	Varies according to negative Card balance
Manual funds transfer fee – Card to external account transfer	$25.00

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 exclusive 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.

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 Mastercard exchange rate at the time plus a 2.99% foreign exchange fee.

15.6. LOADING OF VALUE

Value can be loaded to the Card only as specifically provided in these Terms and Conditions and subject to the limits shown in Section 15.8.

The minimum value that can be loaded to the Card at any one time is $10.00 (Australian dollars).

15.7. 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 Mastercard 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, Mastercard's prevailing exchange rate is US$1.00 = $0.95 Australian;

You spend US$200.00;

The Australian dollar amount is US$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 15.5 Fees and Charges.

15.8. 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; and
- some retailers may choose not to accept prepaid Mastercard cards.

The following table illustrates the transaction and load limits applicable to the Card. Merchants or other providers of facilities may impose additional limits.

Load/transaction	Limit
Point of Sale Limits	
Maximum Point of Sale per transaction	$3000.00
Daily Point of Sale Limit (including ATM Withdrawal transactions)	$3000.00
Maximum number of transactions per day (including POS and ATM Transactions)	10
ATM Withdrawal Limits	
Minimum ATM withdrawal amount per transaction	$20.00
Maximum ATM Withdrawal Amount per transaction	$1000.00
Maximum number of ATM transactions per day	10
Load and Account Limits	
Daily Total Limit (from ATM and/or POS)	$3000.00
Minimum Load to card per transaction	$10.00
Maximum Load to card per transaction	$1000.00
Maximum Load to card per 24 hours	$5000.00
Maximum number of loads to card per 24 hours	5
Maximum annual card balance	$70,000.00

15.9. PIN

Your PIN will be provided to you by following the process in section 15.10. You must not disclose your PIN to any other person.

15.10. PIN CHANGE

To change your PIN:

- Ensure your bet365 Wagering Account is updated with your current email address;
- 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, when the functionality is available) as registered with the Card. The security number will be required to allow you to change your PIN.

If you have any technical difficulty with your PIN please contact EML on 1300 739 889.

15.11. SECURITY

You must make sure that you keep the Card, Identifiers and any PINs 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.

15.12. LOSS, THEFT AND MISUSE OF CARDS

If you know or have reason to suspect that your 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 promptly notify bet365 or EML. We will then suspend your Card 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 to the extent reasonable.

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

Should any ATM retain your Card, the Card is deemed lost or stolen and hence cannot be recovered. In that event, you will need to contact bet365 or EML on 1300 739 889 and arrange to be issued with a new Card. There is no fee involved to have a replacement Card issued.

15.13. LIABILITY FOR UNAUTHORISED TRANSACTIONS

Where you are not liable

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 the 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.

Where you are liable

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 sections 15.11 and 15.12 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 you and we 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 of 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 Mastercard scheme, at the time of the report, against other parties to the Mastercard scheme (for example, chargeback rights)

Important Information about Chargebacks

A chargeback is a right under the Mastercard 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 Mastercard 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 EML.

The Mastercard 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 Mastercard 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).

15.14. TRANSACTIONS

You acknowledge that you will not receive paper statements from us regarding the operation of your Card. Periodic statements showing the transactions on your Card and the Available Balance are available on the Website.

Provided you have registered your Card, its balance and transaction history will be made available 24 hours a day, 7 days a week, through the Website and can be accessed as instructed on the PIN Mailer at no charge (see section 15.4 "Using Your Card").

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

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

15.15. CARD EXPIRY

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

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.

15.16. REPLACEMENT CARDS

If your Card is misused, lost or stolen, you should notify bet365 or EML in accordance with section 15.12 so that your Card can be cancelled.

You can request bet365 or EML to provide you with a replacement Card.

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 15.12 and the misused, lost or stolen Card has been blocked. You will need to register and activate the new Card in accordance with section 15.4.

15.17. CARD REVOCATION AND CANCELLATION

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.

We may cancel or revoke your Card with at least 14 days notice to you. If we ask you to, you must surrender or destroy the cancelled or revoked Card and you must not use the Card. When you surrender the Card, you must give us your correct name and contact address.

However, we may revoke the Card immediately and without notice if:

- we have reason to suspect the Card has been or is likely to be misused;
- you breach any of these Terms and Conditions and we reasonably consider that this is likely to have a material impact on your ability to meet the obligations of these Terms and Conditions);
- we have reason to suspect any illegal use of the Card, such as fraud or criminal activity; or
- you gave us or bet365 false, inaccurate or incomplete information when you applied for the 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 Your 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 EML require it, EML have received the surrendered or cancelled Card from you; and
- you give EML instructions to pay the Available Balance by sending it to your bet365 Wagering Account.

15.18. ACCESSING YOUR AVAILABLE BALANCE IF YOU DON'T HAVE A CURRENT CARD

Whether or not you have a current Card to transact against your Available Balance, you may instruct us or bet365 to pay the Available Balance by sending it to your bet365 Wagering Account (Funds Redemption Request). You may be able to do this through the Website or by contacting us. We do not have to process a Funds Redemption Request until we are satisfied of your identity.

Upon receiving a Funds Redemption Request, 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; and
- we are satisfied that there are no further amounts that we will be debiting, or that we anticipate debiting, against the Available Balance; and
- if we require it, we have received any surrendered or cancelled Cards from you.

15.19. LIABILITIES AND DISCLAIMERS

We are not liable:

- if, through no fault of our own, the Available Balance is not enough to cover a transaction;
- if, through no fault of our own, a terminal or system does not work properly;
- if circumstances beyond EML control prevent a transaction, despite any reasonable precautions having been taken by us;
- for any loss resulting from any failure due to events outside our reasonable control;
- for any loss resulting from any system failure or industrial dispute outside our reasonable control;
- for any industrial dispute;
- for any ATM refusing to or being unable to accept the Card;
- for the way in which any refusal to accept the Card;
- for any indirect, special or consequential losses;
- for any infringement by you of any currency laws in the country where the Card is issued or used;
- for any dispute between you and the supplier of any goods or services purchased with the Card;
- for our taking any action required by any government, federal or state law or regulation or court order; or
- for anything specifically excluded or limited elsewhere in these Conditions of Use

except to the extent that the liability is caused by our fraud, negligence or wilful misconduct (including that of our officers, employees, contractors or agents).

Our liability in any event shall not exceed the amount of the Available Balance except in relation to:

- Unauthorised Transactions; and
- consequential losses arising from a malfunction of a system or equipment provided by any party to a shared electronic network (unless you should reasonably have been aware that the system or equipment was unavailable or malfunctioning, in which case our liability is limited to correcting any errors and refunding any fees or charges imposed on you).

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.

EML does not make or give any express or implied warranty or representation in connection with the Card (including quality or standard or fitness for any purpose), other than as set out in the PDS and these Terms and Conditions or when the warranty or representation is imposed or required by law and cannot be excluded.

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

15.20. ANTI-MONEY LAUNDERING AND COUNTER TERRORISM FINANCING OBLIGATIONS

EML 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 the Card can be activated, EML 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.

EML 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:

- EML 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, EML is not liable for any loss you suffer (including consequential loss) howsoever caused in connection with your Card, except to the extent

that the liability is caused by our fraud, negligence or wilful misconduct (including that of our officers, employees, contractors or agents);

- EML 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, EML will disclose the information gathered to regulatory and/or law enforcement agencies, bet365, other banks, service providers or to other third parties.

You provide EML with the following undertakings and indemnify EML 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).

15.21. PRIVACY AND INFORMATION COLLECTION

bet365 and EML are referred to collectively as "we", "us" and "our" in this section 15.21 and each can act jointly and severally in relation to this section. You have already agreed to the terms of the bet365 privacy policy when opening your bet365 Account and, by accepting these Terms, you also agree to the terms of the EML privacy policy (see below for information on where to find these policies).

We collect your Personal Information so that we can establish and administer the Card provided to you.

Examples of Personal Information we collect include names, addresses, email addresses, and phone numbers.

When we collect Personal Information we will, where appropriate and where possible, explain to you why we are collecting the information and how we plan to use it.

We collect and store your Personal Information for the primary purpose of creating and managing your Card. As part of this process, we use this information to verify your identity so that we can comply with the AML/CTF Laws. We may also use your Personal Information to communicate with you and in circumstances where you would reasonably expect such use or disclosure.

We will only use your Personal Information to:

- to assist in arrangements with other organisations in relation to the provision of a product or service;
- to perform administrative and operational tasks (including systems development and testing);
- to prevent or investigate any fraud or crime (or a suspected fraud or crime); and
- satisfy identification requirements under the *Anti-Money Laundering & Counter-Terrorism Financing Act 2006* (Cth) and the Rules and other subordinate instruments under that Act and such information may be exchanged with verification agencies (which may be overseas).

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

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.

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

- to satisfy identification requirements under the AML/CTF Laws; or
- 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.

We will not disclose your Personal Information outside Australia, except where outlined in the above circumstances and where such disclosure is within the terms of our Privacy Policy.

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 set 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:

EML: https://www.emlpayments.com/privacy

bet365: https://help.bet365.com.au/en/privacy-policy

You may contact EML 's Privacy Officer in relation to your Personal Information (or to opt out of marketing) on 1300 739 889 or support@emlpayments.com.au.

You may contact bet365's Privacy Officer in relation to your Personal Information (or to opt out of marketing) on 1800 200 365 from 8am to 8pm or support-eng@customerservices365.com.

15.22. COMMUNICATIONS

You agree that we may give written notices or other communications to you under or in connection with these Terms and Conditions 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:

- 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 publishing a notice 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 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 the Card activation or any changes made to this information; and
- may proceed on the basis that we are satisfied by that verification.

15.23. KEEPING YOUR CONTACT DETAILS UP TO DATE

You must notify us promptly of any change to your address and other contact details by updating your details through the Website. We will not be responsible if you do not receive any notice or correspondence that has been sent in accordance with the contact details you have provided.

We accept no responsibility or liability for late, lost or misdirected SMS messages or emails caused by inaccurate provision of personal details by you, or by system constraints or failures experienced by your email or mobile phone service providers.

15.24. 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. Except where we are required by a law to do so, or the change is materially adverse to you, you will not receive advance notice of such changes.

If the change is materially adverse to you, we will notify you at least 14 days before the effective date of the change by sending an individual notice to you by Electronic Communication. However, if the change is made for one or more of the following reasons we can implement such change without prior notice:

- to comply with any change or anticipated change in any relevant law, code of practice or guidance;
- to reflect any decision of a court, ombudsman or regulator; or
- for security reasons where reasonably necessary to address security concerns or vulnerabilities.

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. You can obtain a paper copy of this information on request free of charge.

15.25. 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.

You agree that we are not responsible for temporary interruptions in service due to failure beyond our control including, but not limited to, the failure of interconnecting operating systems, computer viruses, and forces of nature, labor disputes and armed conflicts.

15.26. GOVERNING LAW

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

Any legal proceedings concerning these Terms and Conditions, the agreement between you and EML (governed by these Terms and Conditions) or the Card may be conducted in the courts at Brisbane, Queensland, Australia.