

# SPORTSBET CASH

## PRODUCT DISCLOSURE STATEMENT

In this Product Disclosure Statement for Sportsbet Cash you will find:

**Part A – General Information**

and

**Part B – Terms and Conditions including Fees and Charges**

Dated 14 April 2022

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## PART A GENERAL INFORMATION

### 1. ABOUT THIS PRODUCT DISCLOSURE STATEMENT

This document forms the Product Disclosure Statement (“PDS”) for Sportsbet Cash (the “Card”). The PDS for Sportsbet Cash contains important information, including the fees and other costs that apply to Sportsbet Cash.

This Product Disclosure Statement 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 - Sportsbet Cash.

Your contract with us for Sportsbet Cash is comprised of this PDS document incorporating the Terms and Conditions, which contains important information regarding Sportsbet Cash.

The information in this PDS does not consider 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 Sportsbet Cash, you acknowledge that we do not provide, and you will not receive paper statements. Electronic statements showing Sportsbet Cash transactions and Available Balance are available for viewing and printing from the Website shown on the PIN Mailer. Please contact Sportsbet by phoning 1800 188 238 if you require any assistance accessing electronic statements.

### 3. GENERAL PRODUCT DESCRIPTION

Sportsbet Cash is a prepaid, reloadable Mastercard card. Your Sportsbet Cash provides you with the means to receive the Withdrawable Balance from your Sportsbet 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.

Sportsbet Cash can only be loaded with the Withdrawable Balance from your Sportsbet Wagering Account within the transaction limits listed in Section 14.8 of the Terms and Conditions in Part B. You can choose to load all or part of the Withdrawable Balance to your Sportsbet Cash. **Cardholders are not permitted to load or transfer any personal funds onto Sportsbet Cash.**

Sportsbet Cash is not a credit or charge card and Sportsbet Cash’s Stored Value does not earn interest. **Your balance is not a bank deposit**

### 4. PARTIES INVOLVED IN DISTRIBUTION OF SPORTSBET CASH

Sportsbet Pty Ltd ABN 87 088 326 612 (“Sportsbet”) is an authorised representative of EML (authorised representative number 464039) and is authorised by EML to arrange for the issue of Sportsbet Cash. When providing financial services in relation to Sportsbet Cash, Sportsbet acts on behalf of EML.

Sportsbet can be contacted via:

Phone: 1800 188 238  
Mail: GPO Box 4755 Melbourne VIC 3001  
Email: [customerservice@sportsbet.com.au](mailto:customerservice@sportsbet.com.au)  
Internet: [www.sportsbet.com.au](http://www.sportsbet.com.au)

## 5. CARD ISSUER

The Issuer of Sportsbet Cash is EML and if you acquire Sportsbet Cash you will have a contract with EML.

EML is a principle 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 to the Sportsbet Cash. When providing financial services in relation to Sportsbet Cash, 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](mailto:support@emlpayments.com.au)  
Internet: <https://emlpayments.com/>

## 6. ROLES OF SPORTSBET CASH DISTRIBUTORS AND ISSUER

EML is also responsible for the distribution of Sportsbet Cash. Sportsbet 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 Sportsbet Cash 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 Sportsbet Cash but may outsource these functions to other service providers. 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 Sportsbet, nor anyone else acting on its behalf, has the authority on behalf of EML to:

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

## 7. WHO IS ELIGIBLE FOR SPORTSBET CASH?

To be eligible for Sportsbet Cash you must be:

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

## 8. SIGNIFICANT BENEFITS TO CARDHOLDERS

The significant benefits of Sportsbet Cash are as follows:

- you can load (or reload) value onto Sportsbet Cash by transferring the Withdrawable Balance of your Sportsbet Wagering Account to your Sportsbet Cash by using the options available under the My Account tab on the Website. You will need your Sportsbet login details to perform this type of transaction;
- you can top up your Sportsbet Wagering Account by unloading value from your Sportsbet Cash and transferring funds back to your Sportsbet Wagering Account using the options available under My Account tab on the Website. You will need your Sportsbet login details to perform this type of transaction;
- Sportsbet Cash 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;
- Sportsbet Cash can also be used to make contactless payments for transactions under \$100. Simply place your Sportsbet Cash near or on the card reader. Before authorising a contactless transaction, you must check that the correct amount is displayed on the terminal.
- Sportsbet Cash can be used to withdraw cash at participating ATM's who accept prepaid Mastercard cards around Australia and all over the world;
- Sportsbet Cash is 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 14.8; and
- you can access only the value that you have loaded to Sportsbet Cash. It is not a credit Card.

## 9. SIGNIFICANT RISKS TO CARDHOLDERS

Some of the risks that may be associated with the use of Sportsbet Cash are outlined below. The risks described are intended to be a summary of the major risks associated with Sportsbet Cash and are not exhaustive. There may be other risks that relate to the use of your Sportsbet Cash.

Significant risks to cardholders are:

- the ability to access the Stored Value on Sportsbet Cash is ultimately dependent on Sportsbet transferring the Withdrawable Balance from your Sportsbet Wagering Account to EML. Accordingly, if Sportsbet 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 Sportsbet Cash;
- Sportsbet Cash 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 Sportsbet Cash if it is lost or stolen, a personal identification number ("PIN") is revealed to any other person, or as a result of fraud;

- unintended transactions can happen if electronic equipment with which Sportsbet Cash 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 Sportsbet Cash is unavailable, you may not be able to undertake transactions or get information using Sportsbet Cash;
- your Sportsbet Cash could be lost, destroyed or stolen;
- the Financial Claims Scheme does not apply in relation to Sportsbet Cash or your Available Balance.

## 10. 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 Sportsbet Cash). Any Available Balance held on your Sportsbet Cash is not protected by the Financial Claims Scheme.

For more information, see APRA's website at: <https://www.fcs.gov.au/>

## 11. YOUR TAX LIABILITY

You should get your own independent tax advice in relation to the impact your use of the Sportsbet Cash 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 Sportsbet Cash.

## 12. OTHER IMPORTANT INFORMATION

There are some other important things you need to be aware of about Sportsbet Cash:

- 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 Sportsbet Cash;
- value loaded on Sportsbet Cash from the Sportsbet Wagering Account will usually become available for use by you immediately for in-person transactions and card not present transactions;
- press the Credit button at point of sale terminals and ATM's to access the Available Balance; and
- the method of communication EML will use to give you information, including information under the ePayments Code, will be Electronic Communication.

## 13. 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**

If you have a query about Sportsbet Cash, you should initially direct the query to Sportsbet.

Sportsbet can be contacted via:

Phone: 1800 188 238

Mail: GPO Box 4755 Melbourne VIC 3001

Email: [customerservice@sportsbet.com.au](mailto:customerservice@sportsbet.com.au)

Internet: [www.sportsbet.com.au](http://www.sportsbet.com.au)

If you are unable to resolve your issue with Sportsbet directly, you can escalate your enquiry to EML. 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](http://www.afca.org.au)

Email: [info@afca.org.au](mailto:info@afca.org.au)

Telephone: 1800 931 678 (free call)

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



#### 14.1. DEFINITIONS

**AFSL** means Australian Financial Services Licence.

**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.

**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.

**Card** means Sportsbet Cash.

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

**ePayments Code** refers to the amended code formerly known as the Electronic Funds Transfer Code of Conduct issued by the Australian Securities & Investments Commission on 1st April 2001, as amended on 20 March 2013, and includes any subsequent amendments or replacements.

**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 14.18.

**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 Sportsbet Cash 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.

**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 Sportsbet Cash 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 reasonably be ascertained from the information or opinion.

**PIN** means the four-digit personal identification number which 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 PIN, the Sportsbet Cash and instructions on how to use Sportsbet Cash.

**POS Transaction** means Point of Sale transactions.

**Product Disclosure Statement** means this document.

**Security Requirements** means the Security Requirements described under section 14.11 "Card Security".

**Sportsbet** means Sportsbet Pty Ltd ABN 87 088 326 6612.

**Stored Value** means the total amount of the Withdrawable Balance of your Sportsbet Wagering Account transferred to Sportsbet Cash and available.

**Sportsbet Cash** means the prepaid, reloadable Mastercard card, also referred to as Sportsbet Cash.

**Sportsbet Wagering Account** means your unique account with Sportsbet which is used for online wagering services.

**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 Sportsbet Cash 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 Sportsbet Wagering Account. Any difference between this and the balance of your Sportsbet 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 Sportsbet Cash. Any other grammatical form of the word "you" has a corresponding meaning.

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## 14.2. OVERVIEW

These Terms and Conditions govern the use of Sportsbet Cash. Please read them carefully and keep a copy for your records. By signing the back of the Card or using Sportsbet Cash, 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 Sportsbet Cash:

- sign your Sportsbet Cash immediately when you receive it;
- memorise your PIN and never store it with or near your Sportsbet Cash;
- never write your PIN on your Sportsbet Cash;
- never lend your Sportsbet Cash 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 Sportsbet Cash unattended, e.g. in your car or at work;
- immediately report the loss, theft or unauthorised use of your Sportsbet Cash 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 Sportsbet Cash by cutting it diagonally in half.

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## 14.3. SPORTSBET CASH

- Sportsbet Cash is a prepaid, reloadable Mastercard card and value must be loaded to Sportsbet Cash before Sportsbet Cash can be used;
- you can load value to Sportsbet Cash in accordance with these Terms and Conditions;
- Sportsbet Cash allows cash withdrawals at ATM's and purchases to be made wherever Mastercard cards are honoured for electronic transactions if a sufficient Available Balance exists for the transaction;
- Sportsbet Cash is not a credit Card;
- Sportsbet Cash is not a facility by which the Issuer takes deposits from you;
- there is no interest payable to you on the credit balance on Sportsbet Cash; and
- Sportsbet Cash remains the property of the Issuer and you must surrender Sportsbet Cash to us if we ask for it to be surrendered.

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## 14.4. USING SPORTSBET CASH

- you must register as the cardholder of Sportsbet Cash via the Website by following the prompts;
- upon registration, Sportsbet Cash 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. Sportsbet Cash allows you to purchase goods and services:

- at an outlet within Australia that has EFTPOS available by either:
  - selecting the 'credit' button wherever Mastercard cards are accepted; or
  - making a contactless payment.
- 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 a Point of Sale terminal or providing the Card number to a merchant over the telephone or the Internet, you'll 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 Sportsbet Cash within the limits specified in section 14.8 if you do not exceed the Available Balance and the expiry date for the Sportsbet Cash has not passed;
- EML or Sportsbet may restrict or stop the use of Sportsbet Cash if excessive uses of Sportsbet Cash 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 Sportsbet Cash, 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 Sportsbet Cash transaction, you agree to accept the refund under the policy of that specific merchant. Refunds may be in the form of a credit to Sportsbet Cash, Cash refund or in store credit. If the Sportsbet Cash is expired or revoked before you have spent any value loaded to Sportsbet Cash resulting from a refund (whether or not the original transaction being refunded was made using Sportsbet Cash) then you will have no access to those funds unless a replacement Sportsbet Cash has been issued to you;
- we are not liable in any way when an authorisation is declined for any particular transaction regardless of reason;
- Sportsbet Cash may be used at ATM's 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 Sportsbet Cash, you will be responsible for any transactions initiated by that person with Sportsbet Cash;
- you may not make pre-authorized regular payments using Sportsbet Cash; and
- Sportsbet Cash may not be used for any direct or recurring debit payments or for any mail or telephone order transactions.

#### 14.5. 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	
<b>Card Issue and Funds Loading</b>	
Card Issue Fee	Free
Funds credit loaded from the Sportsbet Wagering Account	Free
Replacement Card Fee	Free
<b>ATM Withdrawals</b>	
ATM Transactions	ATM Owners Fees
<b>Point of Sale Purchases</b>	
POS Purchase	Free
<b>Account Keeping Fees</b>	
Balance Inquiry online	Free
Sportsbet Client Services Calls	Free

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 inclusive of any applicable GST.

Certain merchants may charge an additional fee if Sportsbet Cash is used to purchase goods and/or services. This fee is determined and charged by the merchant and is not retained by us.

#### 14.6. LOADING OF VALUE

Value can be loaded to Sportsbet Cash only as specifically provided in these Terms and Conditions and subject to the limits shown in Section 14.8.

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

#### 14.7. FOREIGN TRANSACTIONS

The Available Balance on your Sportsbet Cash 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 14.5 Fees and Charges.

#### 14.8. LIMITATIONS OF USE OF SPORTSBET CASH

The following limitations apply to Sportsbet Cash:

- Sportsbet Cash 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 Sportsbet Cash. Merchants or other providers of facilities may impose additional limits.

Load/transaction	Limit
<b>Point of Sale Limits</b>	
Maximum Point of Sale per transaction	\$5,000.00
Daily Point of Sale Limit (including ATM Withdrawal transactions)	\$5,000.00
Maximum number of transactions per day (including POS and ATM Transactions)	15
<b>ATM Withdrawal Limits</b>	
Minimum ATM withdrawal amount per transaction	\$20.00
Maximum ATM Withdrawal Amount per transaction	\$1,000.00
Maximum ATM Withdrawal Amount per day	\$3,000
Maximum number of ATM transactions per day	15
<b>Load and Account Limits</b>	
Daily Total Limit (from ATM and/or POS)	\$5,000.00

Minimum Load to card per transaction	\$10
Maximum Load to card per transaction	\$1,000.00
Maximum Load to card per 24 hours	\$10,000.00
Maximum number of loads to card per 24 hours	100

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#### 14.9. PIN

Your PIN has been provided to you in the PIN Mailer. You must not disclose your PIN to any other person.

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#### 14.10. PIN RETRIEVAL

To retrieve your PIN, 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 as registered with Sportsbet Cash. The security number will be required to allow you to access your PIN; and
- if you have any technical difficulty retrieving your PIN please contact EML on 1300 739 889.

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#### 14.11. SECURITY

You must make sure that you keep the Sportsbet Cash, Identifiers and any PIN's safe and secure. The precautions we require you to take (Security Requirements) are set out below.

You must not:

- allow anyone else to use Sportsbet Cash;
- interfere with any magnetic stripe or integrated circuit on the Sportsbet Cash;
- unnecessarily disclose the Sportsbet Cash card number;
- write the PIN on the Sportsbet Cash;
- carry the PIN with the Sportsbet Cash;
- record the PIN on anything carried with the Sportsbet Cash 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.

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#### 14.12. LOSS, THEFT AND MISUSE OF CARDS

If you know or have reason to suspect that your Sportsbet Cash 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 immediately notify Sportsbet or EML. We will then suspend your Sportsbet Cash 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.

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

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

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#### 14.13. LIABILITY FOR UNAUTHORISED TRANSACTIONS

Your liability for losses arising from Unauthorised Transactions will be determined under the ePayments Code.

You will not be liable for losses resulting from Unauthorised Transactions where 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;
- Sportsbet Cash, Identifier or Pass Code which is forged, faulty, expired or cancelled;
- a transaction requiring the use of Sportsbet Cash and/or Pass Code that occurred before you have received Sportsbet Cash and/or Pass Code (including a reissued Card and/or Pass Code);
- a transaction being incorrectly debited more than once to Sportsbet Cash; or
- an Unauthorised Transaction performed after you have informed us that Sportsbet Cash 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 Sportsbet Cash or a PIN. Where a transaction can be made using Sportsbet Cash, or Sportsbet Cash and an identifier, but does not require a PIN, you are liable only if you unreasonably delay reporting the loss or theft of a Sportsbet Cash.

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 section 14.11 and 14.12 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 Sportsbet Cash 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 we and you had not agreed that the Available Balance could be accessed using Sportsbet Cash 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 Sportsbet Cash 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 Sportsbet Cash, 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 Sportsbet Cash, 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 Sportsbet Cash 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 Sportsbet Cash 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 or 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**

In some circumstances you may be able to request a chargeback of a transaction when you have a dispute with a merchant, such as the merchant's failure to supply the goods or services you paid for.

A chargeback is a right under the Mastercard card 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 card 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 or 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 card 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).

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#### 14.14. TRANSACTIONS

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

Provided you have registered your Sportsbet Cash, it's 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 14.4 "Using Sportsbet Cash").

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

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

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#### 14.15. SPORTSBET CASH EXPIRY

Sportsbet Cash is valid until the expiry date shown on it unless it is cancelled before then.

Sportsbet Cash cannot be used after expiry. You cannot access any value loaded on the expired Sportsbet Cash unless a replacement Sportsbet Cash is issued to you.

We may issue you with a replacement Sportsbet Cash 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 Sportsbet Cash to you, in which case we will return any Available Balance on your Sportsbet Cash to you.

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#### 14.16. REPLACEMENT CARDS

If your Sportsbet Cash is misused, lost or stolen, you should notify Sportsbet or EML in accordance with section 14.12 so that Sportsbet Cash can be cancelled.

You can request Sportsbet or EML to provide you with a replacement Sportsbet Cash.

A replacement Card will be arranged after you notify us that your Sportsbet Cash or Card details are misused, lost or stolen in accordance with section 14.12 and the misused, lost or stolen Sportsbet Cash has been blocked. You will need to register and activate the new Sportsbet Cash in accordance with section 14.4.

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#### 14.17. SPORTSBET CASH REVOCATION AND CANCELLATION

You may ask for Sportsbet Cash to be cancelled at any time. If you ask for Sportsbet Cash to be cancelled and we ask you to, you must surrender or destroy the cancelled Sportsbet Cash and you must not use the cancelled Sportsbet Cash.

We may cancel your Sportsbet Cash at any time. Where possible, we will give you 20 days advance notice of the cancellation. However, we may act without prior notice if:

- we believe that use of Sportsbet Cash may cause loss to you or to us; or
- we believe that it is required for security purposes; or
- you breach any material term or conditions of this PDS, including these Terms and Conditions; or
- we suspect Sportsbet Cash has been used illegally.

If we cancel your Sportsbet Cash, we will give you notice as soon as reasonably practical afterwards.

We may revoke Sportsbet Cash at any time without cause or notice. If we ask you to, you must surrender or destroy the revoked Sportsbet Cash and you must not use the revoked Sportsbet Cash. When you surrender Sportsbet Cash, you must give us your correct name and contact address.

On the revocation or cancellation of Sportsbet Cash, we will pay the Available Balance to you when:

- we are satisfied that there are no un-cancelled or unexpired authorisations or approvals on Sportsbet Cash;
- 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 Sportsbet Cash belong to you;
- if EML require it, EML have received the surrendered or cancelled Sportsbet Cash from you; and
- you give EML instructions to pay the Available Balance by sending it to your Sportsbet Wagering Account.

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#### 14.18. ACCESSING YOUR AVAILABLE BALANCE IF YOU DON'T HAVE A CURRENT SPORTSBET CASH

Whether or not you have a current Sportsbet Cash to transact against your Available Balance, you may instruct us or Sportsbet to pay the Available Balance by sending it to your Sportsbet 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 Sportsbet Cash; 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 Sportsbet Cash from you.

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#### 14.19. 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 Sportsbet Cash;
- for the way in which any refusal to accept Sportsbet Cash is communicated;
- for any indirect, special or consequential losses;
- for any infringement by you of any currency laws in the country where Sportsbet Cash is issued or used;
- for any dispute between you and the supplier of any goods or services purchased with Sportsbet Cash;
- 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.

However:

- your liability for Unauthorised Transactions will be determined according to the ePayments Code; and
- we will not avoid any obligation to you under the ePayments Code on the basis that another party to a shared electronic payments network (to which we are also a party) has caused the failure to meet the obligation.

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 Sportsbet Cash, 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 Sportsbet Cash (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 enforcing a term of these Terms and Conditions does not mean a waiver of them.

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#### 14.20. 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 Sportsbet Cash 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 Sportsbet Cash 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 Sportsbet Cash;
- 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, Sportsbet, 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 Sportsbet Cash is being provided does not breach any Australian law or sanctions (or the law or sanctions of any other country).

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#### 14.21. PRIVACY AND INFORMATION COLLECTION

EML (in this Privacy Statement referred to as "we"), collects your Personal Information so that we can establish and administer the Sportsbet Cash provided to you. We may also use your Personal Information to:

- tell you about products and services offered by us or our affiliate companies (unless you tell us not to); 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 Sportsbet Cash 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.

Information will be disclosed to third parties about the Sportsbet Cash, or transactions made with the Sportsbet Cash, whenever allowed by law and when necessary:

- for completing a transaction; or
- to verify the existence and condition of a Sportsbet Cash; or
- to utilise services of affiliates who assist in providing a Sportsbet Cash; 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 Sportsbet Cash; or
- to protect against potential fraud and other crimes.

We will not transfer your personal information outside Australia.

By applying for and using the Sportsbet Cash you consent to us collecting, using and disclosing your personal information under these terms and conditions in the manner described above.

Our Privacy Policies sets 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 [here](#) (for EML) and [here](#) (for Sportsbet):

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@emerchants.com.au](mailto:support@emerchants.com.au).

You may contact Sportsbet Privacy Officer in relation to your Personal Information (or to opt out of marketing) on 1800 188 238 or [customerservice@sportsbet.com.au](mailto:customerservice@sportsbet.com.au).

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#### 14.22. COMMUNICATIONS

You agree that we may give written notices or other communications to you under or in connection with these Terms and Conditions (including information under the ePayments Code such as statements) 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 Sportsbet Cash (including information under the ePayments Code such as statements):

- 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 posting it 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 telephone 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 the information given by you when applying for Sportsbet Cash or during Sportsbet Cash activation or any changes made to this information; and
- may proceed on the basis that we are satisfied by that verification.

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#### 14.23. KEEPING YOUR CONTACT DETAILS UP TO DATE

You must notify us immediately of any change to your address and other contract 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.

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#### 14.24. 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 without your consent for one or more of the following reasons:

- to comply with any change or anticipated change in any relevant law, code of practice, guidance or general banking practice; or
- to reflect any decision of a court, ombudsman or regulator;
- to reflect a change in our systems or procedures, for security reasons; or
- because of changed circumstances (including by adding benefits or new features); or
- to respond proportionality to changes in the cost of providing Sportsbet Cash; or
- to make them clearer.

Except in the case of changes to fees and charges or the introduction of a new fee or charge and any changes that are not materially adverse, we will notify you at least 20 days before any changes to these Terms and Conditions take effect.

If the change involves an increase to our fees and charges or the introduction of a new fee or charge, we will give you notice at least 30 days before the change takes effect.

We will notify you of the above changes to these Terms and Conditions by sending an individual notice to you (either by giving it to you personally or by electronic communication).

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.

However, changes necessitated by an immediate need to restore or maintain the security of the system in which Sportsbet Cash is used can be made subject to the law and the ePayments Code without prior notice.

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#### 14.25. 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.

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#### 14.26. GOVERNING LAW



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

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