

Australia Post Gift Card by Mastercard®

Terms and Conditions

Effective: 27 February 2024

These terms and conditions set out the terms and conditions for your Australia Post Gift Card by Mastercard® (“Card”). It’s important you read this document carefully. The Card is issued by EML Payment Solutions Limited (‘EML’) ABN 30 131 436 532, AFSL 404131. The Issuer can be contacted at Level 12, 333 Ann Street, Brisbane City QLD 4000 and Phone 1300 739 889 between 8:30am to 5pm Queensland time. Australian Postal Corporation ABN 28 864 970 579 is the distributor of the Card and is responsible for providing various cardholder services. In these terms and conditions any reference to ‘we’ or ‘us’ is a reference to the Issuer; ‘you’ are the Card purchaser or user of the Card.

Card balance, transaction history and important notices about your Card are available at **auspost.com.au/giftcards**

1. By signing the back of the card, or using the Card, you agree to be bound by these terms and conditions. The Card must be signed and, if purchased online, activated in accordance with our instructions before use. You must give these terms and conditions to the user of the Card if it is not you. The Card remains our property. Once a Card has been signed neither it, nor the contract between you and us is transferable by you. The Card may only be used by the person who has signed it. We may transfer this contract to someone else. If this happens, the person or business to which this agreement is transferred assumes all of the Issuer’s rights and obligations under the agreement. From then on, references in these Terms and Conditions to the Issuer are to be read as references to the person or business to which the agreement was transferred. The Issuer does not need your consent to transfer its rights. The Issuer will notify you in writing as soon as reasonably practicable if it is reasonable to do so.
2. The Card can be loaded with a balance between \$20 and \$500 at the time of purchase. No further reloads are permitted.
3. The Card is not a credit card and nor is it linked to a deposit account with us or any financial institution. Some merchants may choose not to accept the Card. Merchants or other providers may impose limits on the use of your Card. We are not responsible if a merchant refuses to accept a Card, except to the extent there has been fraud, negligence or willful misconduct by us (including that of our officers, employees, contractors or agents). If you have a complaint or concern about goods or services purchased with your Card, you must resolve this directly with the merchant. Any refunds on Card transactions are subject to the policy of the specific merchant. Refunds may be in the form of a credit to the Card, cash refund or in-store credit. If the Card expires or is revoked before you have spent any funds resulting from a refund (whether or not the original transaction was made using the Card) then you will have no access to those funds.
4. The Card cannot be used to obtain or redeem cash (for example at ATMs or over the counter at financial institutions) and cannot be used for making direct debit, recurring or regular instalment payments. Authorisations may be declined at some merchants (such as gambling merchants or merchants who choose not to accept the Card). We are not liable in any way when authorisation is declined for any particular transaction except to the extent there has been fraud, negligence or willful misconduct by us (including that of our officers, employees, contractors or agents).

5. When using the Card with some merchants (such as hotels, taxis, rental cars, restaurants and cruise ships) or for mail order purchases, Card “tolerance limits” may apply. This means that the authorisation or approval obtained on the Card can be for an amount up to 20% or more than the total bill (or anticipated bill) to cover additional items such as tips and incidentals or to ensure that adequate funds are available to cover the final purchase. The entire amount of the authorisation or approval will be debited and will not form part of the available balance until the authorisation or approval clears, although only the amount actually spent or authorised will be finally deducted from the available balance after the authorisation or approval clears.
6. You may use the Card as often as you like until the available balance is spent or the Card has expired. The available balance cannot be exceeded. Where a purchase exceeds the available balance, you will need to pay the excess using another payment method, if the merchant agrees. The Card can be used on more than one occasion but cannot be used to make transactions that exceed the available balance.
7. The Card is not reloadable and is valid for a minimum period of up to three (3) years from the activation date (“the Available Period”). The activation date can be found at auspost.com.au/giftcards by registering your card and the funds cannot be used after the Available Period. Any remaining balance after the Available Period will be forfeited. We will not give you any notice before this happens.
8. Card Fees

The following fees apply to your Card:

Card purchase price (one-off)	\$5.95 (inclusive of GST)
Balance and transaction history - Online	FREE
Balance and transaction history - Phone	FREE via the automated voice service.
Foreign currency conversion fee	3% of the AUD amount of the transaction value applies when you make a transaction on your Card in a currency other than AUD or you make a transaction on your Card in any currency (including AUD) that is processed by a Card scheme or billed by the merchant outside of Australia.

9. The Card purchase price will be charged at the time of purchase and will not be deducted directly from the available Card balance at the time the transaction or action is carried out. Subject to any applicable law, we may deduct from the Card balance any government duties, taxes, rates or charges now or in the future charged upon or in relation to the use of your Card or transactions deducted from the Card balance, whether or not you are primarily liable for such duties, taxes, rates or charges.
10. When you make a transaction on your Card in a currency other than AUD, a foreign conversion will be performed at the applicable exchange rate and the Foreign Currency Conversion Fee (set out in the above table) will be applied to the AUD amount of the transaction. The applicable exchange rate used is either:
 - a. a wholesale market rate selected by Mastercard from a range of wholesale rates one day before the transaction is processed by Mastercard; or
 - b. the government-mandated rate in effect for the applicable processing date.

11. The Card is like cash. To the extent permitted by law, we have no obligation to replace or refund value for misused, lost or stolen Cards except where we have breached any condition or warranty implied under consumer protection legislation or to the extent there has been fraud, negligence or willful misconduct by us (including that of our officers, employees, contractors or agents). You should not interpret anything in these Terms and Conditions as excluding, restricting or modifying any guarantee, condition or warranty which is implied by the Australian Consumer Law. Where we are liable for a breach of these Terms and Conditions, then our liability is limited to:
- a) the supplying of the services again; or
 - b) the payment of the cost of having the services supplied again.
12. A request to replace a damaged Card may be made by calling us on 1800 549 718 between 8am and 6pm Monday to Friday (excluding national public holidays). Replacement Cards cannot be sent to an address outside of Australia. If a replacement Card is issued, the replacement Card will be loaded with the available balance on the Card at the time of replacement.
13. You are liable for all transactions on the Card, except to the extent there has been fraud, negligence or willful misconduct by us (including that of our officers, employees, contractors or agents).. If your Card has been lost or stolen please call us on 1800 549 718 in Australia. Lost or stolen Cards will not be replaced, except where the relevant loss is the result of an act or omission of ours, so keep your Card secure at all times.
14. You are responsible for checking your transaction history online and knowing your available balance. You can check your balance and transaction history free of charge at auspost.com.au/giftcards or by calling Mastercard Prepaid on 1800 549 718. For disputed transactions you should contact Mastercard Prepaid promptly by calling 1800 549 718. Mastercard Scheme Rules impose time limits after the expiry of which our ability to dispute a transaction on your behalf may be lost. We may not be responsible for any loss to you where it can be shown that you have unreasonably delayed notifying us.
15. To protect your Card, you should:
- a) Sign it as soon as you receive it;
 - b) Carry it with you whenever you can and not leave it unattended;
 - c) Regularly check that you still have your Card and check your transaction history online; and
 - d) Not allow anyone else to use a Card that you have signed.
16. If you have a complaint, you can contact Mastercard Prepaid by:
- Phone: Calling 1800 549 718 (+44 207 649 9404 from outside Australia, call charges apply) or refer to additional contact details listed on the website.
- Mail: Mastercard Prepaid Management Services Australia Pty Limited
72 Christie Street, St Leonards NSW 2065
Attention: Card Dispute Resolution
- Email: prepaidmgmt_servicequality@mastercard.com
17. We will do our best to resolve your complaint within 30 days, if possible to do so. Mastercard Prepaid will handle all complaints according to our internal dispute resolution procedure.
18. To contact the Issuer, EML, about your complaint:
- Phone: 1300 739 889 between 8:30am to 5pm Queensland time.
- Website: www.emlpayments.com
- Email: support@emlpayments.com.au
- Mail: EML, Level 12, 333 Ann Street. Brisbane City QLD 4000

19. We may cancel or suspend the use of the Card and/or end this agreement with at least 14 days' notice to you. However, we may cancel or suspend your use of the Card and/or end this agreement immediately and without prior notice if:
- a) we have reason to suspect the Card has been or is likely to be misused;
 - b) 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);
 - c) we reasonably suspect any illegal use of the Card, such as fraud or criminal activity; or
 - d) you gave us false, inaccurate or incomplete information when you applied for the Card.
20. Where these Terms and Conditions permit us to suspend a transaction or your use of the Card for any reason, we will investigate the grounds for the suspension as soon as reasonably practicable. Where we are reasonably satisfied that there is no ground to continue the suspension, it will be released as soon as practicable.
21. We reserve the right to change these Terms and Conditions at any time. Except where we are required by a law or a code to do so, or where the change is materially adverse to you, you will not receive advance notice of such changes. If a change is materially adverse to you, we will notify you at least 14 days before the effective date of the change. However if the change is made for one or more of the following reasons, we can implement such change without prior notice :
- a) to comply with any change or anticipated change in any relevant law, code of practice, or guidance
 - b) to reflect any decision of a court, ombudsman or regulator; or
 - c) for security reasons where necessary to address security concerns or vulnerabilities.
- If you do not accept the updated Terms and Conditions, you should cease using the services.
22. Changes will be notified via email auspost.com.au/giftcards or by using another method that the law allows or requires us to use. The current version of these Terms and Conditions will be available at auspost.com.au/giftcards.
23. If we fail to exercise or delay in exercising any of our rights under these Terms and Conditions, that failure or delay does not constitute a waiver of our rights.
24. These Terms and Conditions are governed by the law of New South Wales.

Additional terms and conditions for Australia Post Virtual Gift Cards (if available)

In addition to the above, Australia Post Virtual Gift Cards will also be subject to the following terms and conditions:

25. Australia Post Virtual Gift Cards can only be used in shopping environments where a physical card is not present (online, over the phone or mail order). It cannot be used for face to face transactions at merchants, financial institutions or ATMs. You can make payments with the Australia Post Virtual Cards just as you would for card not present transactions made with a standard Mastercard card, by entering the card number, expiry date and security code.
26. The Australia Post Virtual Gift Cards cannot be used for purchases where a physical card is needed to complete the transaction.
27. After an Australia Post Virtual Gift Card is purchased, it must be registered in order to use it. The recipient will need to provide a valid email address in order to successfully register an Australia Post Virtual Gift Card account on the web portal. They will also need to enter information relating to the Card and any code that is issued for the Card at the time of purchase.
28. The Australia Post Virtual Gift Card is valid for three (3) years from the date it is purchased, or until the balance has been used, whichever occurs first.

Mastercard Prepaid Management Services Australia Pty Ltd (ABN 47 145 452 044, AFSL 386 837) arranges for the issue of the Card in conjunction with the issuer, EML Payment Solutions Limited ('EML') ABN 30 131 436 532, AFSL 404131 ("Issuer") pursuant to a license by Mastercard Asia/Pacific Pte Ltd. You should consider the Product Terms and Conditions available at www.auspost.com.au/giftcards/ before deciding to acquire the product. Any advice does not take into account your personal needs, financial circumstances or objectives and you should consider if it is appropriate for you.

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