

# THE WILLIAM HILL CARD

## PRODUCT DISCLOSURE STATEMENT

In this Product Disclosure Statement for the William Hill Card you will find:

**Part A – General Information**

and

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

Dated 23 February 2016



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## PART A GENERAL INFORMATION

### 1. INTRODUCTION

This document (comprising Part A and Part B) is the Product Disclosure Statement (“PDS”) for your William Hill Card. This PDS contains important information regarding your William Hill Card, including the fees and other costs.

This PDS is issued by Emerchants Payment Solutions Limited ABN 30 131 436 532 (“Emerchants”/ “we”/ “us”).

This PDS is an important document designed to assist you in deciding whether to acquire the financial product to which it relates – the William Hill Card. You should read this PDS in full before using your William Hill Card.

Your contract with us for your William Hill Card is comprised of this PDS incorporating the Terms and Conditions, which contains important information regarding your William Hill 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 your William Hill Card, you acknowledge that we do not provide and you will not receive paper statements. Electronic statements showing transactions conducted using your William Hill Card and the Available Balance are available for viewing and printing from the Website. Please contact William Hill by phoning 1800 007 238 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 William Hill Card may need to be updated from time to time. Any updated information that is not considered to be 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 Emerchants by phoning 1300 739 889. Any updated information which may be materially adverse to Cardholders will be included in a replacement or supplementary PDS.

### 4. GENERAL PRODUCT DESCRIPTION

Your William Hill Card is a prepaid, reloadable eftpos debit card. Your William Hill Card provides you with the means to receive the Withdrawable Winnings from your William Hill Betting Account as well as keep track of and enjoy access to the Available Balance anywhere in Australia where prepaid eftpos debit cards are accepted.

Your William Hill Card can only be loaded with the Withdrawable Winnings from your William Hill Betting Account within the transaction limits listed in Section 12.7 of the Terms and Conditions in Part B. You can choose to load all or part of the Withdrawable Winnings to your William Hill Card, subject to these transaction limits. **Cardholders are not permitted to load or transfer any personal funds onto their William Hill Card.**

Your William Hill Card is not a credit or charge card and the Available Balance does not earn interest. The acquisition of, or value loaded to, your William Hill Card does not represent a deposit with or investment in the authorised deposit-taking institution which holds the Available Balance of your William Hill Card.

## 5. CARD ISSUER

**Emerchants Payment Solutions Limited ABN 30 131 436 532** is the issuer of your William Hill Card and if you acquire a William Hill Card you will have a contract with Emerchants.

Emerchants is the holder of Australian Financial Services Licence (“AFSL”) number 404131. Under its AFSL, Emerchants is authorised to provide financial services including issuing non-cash payment facilities such as your William Hill Card. When providing financial services in relation to the Card, Emerchants acts on its own behalf.

Emerchants can be contacted via:

Phone: 1300 739 889 between 8:30am to 5pm Queensland time  
Mail: Level 2, 26 Commercial Road Newstead 4006  
Email: [support@emerchants.com.au](mailto:support@emerchants.com.au)  
Internet: [www.emerchants.com.au](http://www.emerchants.com.au)

## 6. PARTIES INVOLVED IN DISTRIBUTION OF YOUR WILLIAM HILL CARD

**William Hill Australia Wagering Pty Ltd ABN 14 106 487 736** (“William Hill”) is an authorised representative of Emerchants (authorised representative number 001239466) and is authorised by Emerchants to arrange for the issue of your William Hill Card. When providing financial services in relation to your William Hill Card, William Hill acts on behalf of Emerchants.

William Hill can be contacted via:

Phone: 1800 007 238  
Email: [service@williamhill.com.au](mailto:service@williamhill.com.au)  
Mail: William Hill, PO Box 700, Parap, NT 0804, Australia

## 7. ROLES OF THE WILLIAM HILL CARD DISTRIBUTOR AND ISSUER

Emerchants is responsible for the issue and distribution of your William Hill Card. William Hill provides customer service support for Cardholders, including the online systems to allow Cardholders to check their Available Balance and transaction history.

The Available Balance on your William Hill Card is held in a special purpose account maintained by Cuscal Limited ABN 95 087 822 455 AFSL 244116 (“Cuscal”). Cuscal is responsible for the settlement of transactions using the Card, but may outsource these functions to other service providers.

Neither William Hill, nor anyone else acting on its behalf, has the authority on behalf of Emerchants to:

- tell you anything about your William Hill Card 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 your William Hill Card; and
- do anything else on Emerchants’ behalf, other than marketing, arranging for the issue of, and providing customer services for, your William Hill Card.

## 8. SIGNIFICANT BENEFITS TO CARDHOLDERS

The significant benefits of your William Hill Card are as follows:

- you can load (or reload) value onto your William Hill Card by transferring the Withdrawable Winnings of your William Hill Betting Account to your William Hill Card by using the options available under the "My Account" tab on the William Hill Website. You will need your William Hill login details to perform this type of transaction;
- you can top up your William Hill Betting Account by unloading value from your William Hill Card and transferring funds back to your William Hill Betting Account using the options available under the "My Account" tab on the Website. You will need your William Hill login details to perform this type of transaction;
- your William Hill Card is a prepaid, reloadable eftpos debit card which means that it can be used to pay for goods and services from merchants in Australia who accept prepaid eftpos debit cards;
- your William Hill Card can be used to withdraw cash at participating ATM's that accept prepaid eftpos debit cards around Australia;
- your William Hill Card 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 12.7; and
- you can access only the Available Balance of your William Hill Card. It is not a credit card.

## 9. SIGNIFICANT RISKS TO CARDHOLDERS

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

Significant risks to Cardholders are:

- the ability to access the Available Balance on your William Hill Card is ultimately dependent on William Hill transferring the Withdrawable Winnings from your William Hill Betting Account to Cuscal. Accordingly, if William Hill 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 Available Balance on your William Hill Card;
- your William Hill Card will expire at the date shown on the front of the card. You cannot access any value loaded on an expired card;
- Unauthorised Transactions can happen using your William Hill Card 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 your William Hill 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 your William Hill Card is unavailable, you may not be able to undertake transactions or get information about your William Hill Card;
- your William Hill Card could be lost, destroyed or stolen;
- Cuscal can stop any or all William Hill Cards from operating in the event of the insolvency of Emerchants or breach by Emerchants of any obligation or duty it owes to Cuscal; and
- the Available Balance is not a deposit with Cuscal and therefore the Financial Claims Scheme does not apply in relation to your William Hill Card or the Available Balance.

## 10. OTHER IMPORTANT INFORMATION

There are some other important things you need to be aware of about your William Hill Card:

- it does not generate any interest or other return to the holder. In other words, you do not earn interest on the Available Balance of your William Hill Card;
- although Cuscal is an authorised deposit-taking institution carrying on a banking business in Australia, the acquisition of, or value loaded to, your William Hill Card does not represent a deposit with or investment in Cuscal;
- you do not become a depositor with Cuscal by holding your William Hill Card. If you have another deposit account with Cuscal or a related party, the funds credited to your William Hill Card are not counted in working out how much money you may have on deposit with Cuscal for any purpose;
- value loaded on your William Hill Card from your William Hill Betting Account will usually become available for use by you immediately for in-person transactions;
- press the Savings button at point of sale terminals and ATM's in order to access the Available Balance; and
- the method of communication that Emerchants will use to give you information will be Electronic Communication.

## 11. PROBLEMS OR DISPUTES

If you have a query about your William Hill Card, you should initially direct the query to William Hill.

You can contact William Hill from anywhere in Australia by:

- Phone: 1800 007 238 between 8:30am to 12am (AEST/AEDT) 7 days a week
- Email: [service@williamhill.com.au](mailto:service@williamhill.com.au)
- Mail: William Hill, PO Box 700, Parap, NT 0804, Australia
- Internet: [www.williamhill.com.au](http://www.williamhill.com.au)

If you are unable to resolve your issue with William Hill directly, you can escalate your enquiry to Emerchants. Emerchants will aim to resolve the matter on your initial contact. However, if the matter cannot be resolved immediately, we will commit to taking the following steps:

- letting you know who is handling your complaint;
- keeping you informed of what is happening; and
- aiming to resolve your complaint within 21 Business Days.

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

Where your William Hill Card is used for Unauthorised Transactions, we will seek to reverse the transaction if we can under the eftpos scheme rules. Your ability to dispute a transaction or reverse an Unauthorised Transaction may be lost if you do not notify us immediately. It is your responsibility to regularly review your online transaction history to identify Unauthorised Transactions. We may not be responsible for any loss to you if you do not dispute an Unauthorised Transaction within 45 days.

If we are unable to resolve your complaint to your satisfaction within 45 days, you may be eligible to escalate the complaint to Emerchants' external dispute resolution service. The external dispute resolution service is:

Financial Ombudsman Service Limited ABN 67 131 124 448 at:

- Mail: GPO Box 3, Melbourne VIC 3001;

- Phone: 1800 367 287
- Fax: (03) 9613 6399
- Email: [info@fos.org.au](mailto:info@fos.org.au)

### 12. TERMS AND CONDITIONS

#### 12.1. DEFINITIONS

**AFSL** means Australian Financial Services Licence.

**ATM** means Automated Teller Machine that accepts cards with the eftpos 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 Owners Fees may vary and will be displayed on the ATM at the time a transaction is made.

**Available Balance** means the total amount of the Withdrawable Winnings of your William Hill Betting Account transferred to your William Hill Card and available for use on your William Hill Card. The Available Balance represents 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.

**Cardholder** means the holder of a William Hill Card.

**Cash out at POS Fee** means the fee incurred by the Cardholder as a result of obtaining cash out through a Point of Sale transaction.

**Declined Transactions** means transactions which may include but are not limited to Point of Sale declines, Point of Sale refunds, Point of Sale reversals and ATM declines.

**eftpos** means electronic funds transfer at point of sale.

**ePAL** means Eftpos Payments Australia Limited ABN 37 136 180 366.

**ePayments Code** refers to the ePayments Code issued by the Australian Securities & Investments Commission on 1 July 2012, as amended, varied or replaced from time to time.

**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.

**Emerchants** or **Issuer** means Emerchants Payment Solutions Limited ABN 30 131 436 532, AFSL 404131.

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

**Funds Redemption Request** has the meaning given to it in section 12.17.

**Identifier** means information that you know but are not required to keep secret and which you must provide to perform a transaction (for example, your William Hill Card number).

**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 William Hill 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 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 services of your William Hill Card, including withdrawing cash from an ATM.

**PIN Mailer** means the letter sent to each Cardholder containing your PIN, William Hill Card and instructions on how to use your William Hill Card.

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

**Product Disclosure Statement** or **PDS** means this document.

**Security Requirements** means the Security Requirements described under section 12.10 "Card Security".

**rediATM Usage Fee** means the fees charged by Emerchants and incurred by a Cardholder for using a rediATM.

**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 Emerchants and, except where the context indicates a different intention, also includes any agent acting on behalf of Emerchants.

**Website** means the secured web site for the William Hill Card accessible at [www.williamhill.com.au/card](http://www.williamhill.com.au/card) and any additional or replacement website we notify you as the website for the purposes of these Terms and Conditions from time to time.

**William Hill** means William Hill Australia Wagering Pty Ltd ABN 14 106 487 736.

**William Hill Card** or **Card** means the prepaid, reloadable eftpos debit card, also referred to as the William Hill Card.

**William Hill Betting Account** means your unique account with William Hill which is used for online betting services.

**Withdrawable Winnings** means the amount of winnings that can be currently withdrawn from your William Hill Betting Account. Any difference between this and the balance of your William Hill Betting Account may be due to deposit turnover requirements, bonus bet winnings or non-completion of payment method verification.

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

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## 12.2. OVERVIEW

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

William Hill Card, you agree to be bound by these Terms and 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 Emerchants except to the extent that these Terms and Conditions provide otherwise or qualify the disclosures and information.

Important points to remember to safeguard your William Hill Card:

- sign your William Hill Card immediately when you receive it;

- memorise your PIN and never store it with or near your William Hill Card;
- never write your PIN on your William Hill Card;
- never lend your William Hill Card to anyone;
- never communicate your PIN;
- try to prevent anyone else seeing you enter your PIN into an ATM or eftpos device (i.e. an electronic banking terminal);
- never leave your William Hill Card unattended (e.g. in your car or at work);
- immediately report the loss, theft or unauthorised use of your William Hill Card to Emerchants 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 William Hill Card by cutting it diagonally in half.

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### 12.3. YOUR WILLIAM HILL CARD

- your William Hill Card is a prepaid, reloadable eftpos debit card and value must be loaded to your William Hill Card from your William Hill Betting Account before your William Hill Card can be used;
- your William Hill Card is reloadable. You can load value to your William Hill Card from your William Hill Betting Account in accordance with these Terms and Conditions;
- your William Hill Card allows cash withdrawals at ATM's and purchases to be made wherever in Australia prepaid eftpos debit cards are honored for transactions if a sufficient Available Balance exists for the amount of the transaction;
- your William Hill Card is not a credit card;
- your William Hill Card is not a facility by which the Issuer takes other deposits from you;
- there is no interest payable to you on the Available Balance on your William Hill Card; and
- your William Hill Card remains the property of the Issuer and you must surrender your William Hill Card to us if we ask for it to be surrendered.

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### 12.4. USING YOUR WILLIAM HILL CARD

- you must register as the cardholder of your William Hill Card via the Website by following the prompts;
- upon registration, your William Hill Card will be activated and ready for use;
- your William Hill Card can be used anywhere in Australia prepaid eftpos debit cards are accepted to pay for goods and services. Some merchants may choose not to accept prepaid eftpos debit cards;
- when using your William Hill Card in person at a retailer select "Savings". You will need to enter your 4 digit PIN to complete the transaction;
- your William Hill Card cannot be used for online or over the phone transactions;
- 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 William Hill Card within the limits specified in section 12.7 provided that you do not exceed the Available Balance and the expiry date for your William Hill Card has not passed;
- William Hill or Emerchants may restrict or stop the use of your William Hill Card if excessive uses of your William Hill 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 your William Hill 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 Emerchants. **You should not, in any circumstances, contact ePAL;**

- if you are entitled to a refund for any reason relating to a transaction conducted using your William Hill Card, you agree to accept the refund under the policy of the relevant merchant. Refunds may be in the form of a credit to your William Hill Card, cash refund or in store credit. If your William Hill Card is expired or revoked before you have spent any value loaded to your William Hill Card resulting from a refund (whether or not the original transaction being refunded was made using your William Hill 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;
- your William Hill Card may be used at ATM's that accept prepaid eftpos debit card. 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 your William Hill Card, you will be responsible for any transactions initiated by that person with your William Hill Card;
- you may not make pre-authorized regular payments through the use of your William Hill Card; and
- your William Hill Card may not be used for any direct or recurring debit payments or for any mail or telephone order transactions.

#### 12.5. 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 your William Hill Betting Account	Free
Replacement Card Fee	Free
<b>ATM Withdrawals</b>	
ATM Transactions - when using an ATM which is not part of the rediATM network	ATM Owners Fees
ATM Transactions - when using a rediATM	\$2.00 rediATM Usage Fee
<b>Point of Sale Purchases</b>	
POS Purchase	Free
POS Purchase with cash out	\$0.50
Cash out at POS	\$0.50
Declined Transactions Fee (including incorrect PIN)	\$0.50
<b>Account Keeping Fees</b>	
Balance Inquiry online	Free
William Hill 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 your William Hill Card is used to purchase goods and/or services. This fee is determined and charged by the merchant and is not retained by us.

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#### 12.6. LOADING OF VALUE

Value can be loaded to your William Hill Card only as specifically provided in these Terms and Conditions and subject to the limits shown in Section 12.7.

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#### 12.7. LIMITATIONS OF USE OF WILLIAM HILL CARD

The following limitations apply to your William Hill Card:

- your William Hill Card may not be used for, and authorisation may be declined for, any illegal transactions; and
- some retailers may choose not to accept prepaid eftpos debit cards (such as your William Hill Card).

The following table illustrates the transaction and load limits applicable to your William Hill Card. 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	\$3,000.00
Daily Point of Sale Limit (including ATM Withdrawal transactions)	\$3,000.00
Maximum number of transactions per day (including POS and ATM Transactions)	100
<b>ATM Withdrawal Limits</b>	
Minimum ATM withdrawal amount per transaction	\$20.00
Maximum ATM Withdrawal Amount per transaction	\$1,000.00
Maximum number of ATM transactions per day	50
<b>Load and Account Limits</b>	
Minimum Load to card per transaction	\$10
Maximum Load to card per transaction	\$1,000.00
Maximum Load to card per 24 hours	\$5,000.00

Load/transaction	Limit
Maximum number of loads to card per 24 hours	5
Maximum number of loads from card, to your William Hill Betting account, per 24 hours	5
Maximum load amount from card to Betting Account per transaction	\$1,000
Maximum amount on the card at one time	\$5,000.00

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## 12.8. 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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## 12.9. PIN REVEAL

- 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 your William Hill Card. 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 Emerchants on 1300 739 889.

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## 12.10. SECURITY

You must make sure that you keep your William Hill Card, 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 your William Hill Card;
- interfere with any magnetic stripe or integrated circuit on your William Hill Card;
- unnecessarily disclose your William Hill Card number;
- write the PIN on your William Hill Card;
- carry the PIN with your William Hill Card;
- record the PIN on anything carried with your William Hill 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.

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## 12.11. LOSS, THEFT AND MISUSE OF CARDS

If you know or have reason to suspect that your William Hill 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 immediately notify William Hill or Emerchants. We will then suspend your William Hill 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.

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

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

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#### 12.12. LIABILITY FOR UNAUTHORISED TRANSACTIONS

Although Emerchants is not a subscriber to the ePayments Code, your liability for losses arising from Unauthorised Transactions will be determined in accordance with the ePayments Code.

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;
- your William Hill Card, Identifier or Pass Code being forged, faulty, expired or cancelled;
- a transaction requiring the use of your William Hill Card and/or Pass Code that occurred before you have received your William Hill Card and/or Pass Code (including a reissued William Hill Card and/or Pass Code);
- a transaction being incorrectly debited more than once to your William Hill Card; or
- an Unauthorised Transaction performed after you have informed us that your William Hill 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 Transaction that can be made using an identifier without your William Hill Card or a PIN. Where a transaction can be made using your William Hill Card, or your William Hill Card and an identifier, but does not require a PIN, you are liable only if you unreasonably delay reporting the loss or theft of your William Hill Card.

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 12.10 and 12.11 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 your William Hill 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 we and you had not agreed that the Available Balance could be accessed using your William Hill 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 your William Hill 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 your William Hill 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 your William Hill Card or Identifier 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 your William Hill 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.

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### 12.13. TRANSACTIONS

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

Provided you have registered your William Hill Card, your William Hill Card balance and transaction history will be made available 24 hours a day, 7 days a week, at the Website and can be accessed as instructed on the PIN Mailer at no charge (see section 12.4 “Using the William Hill Card”).

If you notice any error (or possible error) in any transaction or statement relating to your William Hill Card, then you must notify Emerchants 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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### 12.14. EXPIRY

Your William Hill Card is valid until the expiry date shown on it, unless it is cancelled before then.

Your William Hill Card cannot be used after expiry. You cannot access any Available Balance on an expired William Hill Card unless a replacement Card is issued to you.

We may issue you with a replacement William Hill 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 William Hill Card to you.

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### 12.15. REPLACEMENT CARDS

If your William Hill Card is misused, lost or stolen, you should notify William Hill or Emerchants in accordance with section 12.11 so that your William Hill Card can be cancelled.

You can request William Hill or Emerchants to provide you with a replacement Card.

A replacement Card will be arranged after you notify us that your William Hill Card or Card details are misused, lost or stolen in accordance with section 12.11 and the misused, lost or stolen Card has been blocked. You will need to register and activate the new William Hill Card in accordance with section 12.4.

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#### 12.16. WILLIAM HILL CARD REVOCATION AND CANCELLATION

You may ask for your William Hill Card to be cancelled at any time. If you ask for your William Hill 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 your William Hill Card 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 your William Hill Card 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 William Hill Card has been used illegally.

If we cancel your William Hill Card, we will give you notice as soon as reasonably practical afterwards.

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

On the revocation or cancellation of your William Hill 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 William Hill 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 William Hill Card belong to you;
- if Emerchants require it, Emerchants have received the surrendered or cancelled Card from you; and
- you give Emerchants instructions to pay the Available Balance by sending it to your William Hill Betting Account.

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#### 12.17. ACCESSING THE AVAILABLE BALANCE IF YOU DON'T HAVE A CURRENT CARD

Whether or not you have a current William Hill Card to transact against the Available Balance, you may instruct us to pay the Available Balance by sending it to your William Hill Betting 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 your William Hill 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.

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#### 12.18. 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 Emerchants' 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;

- any industrial dispute;
- any ATM refusing to or being unable to accept your William Hill Card;
- the way in which any refusal to accept your William Hill Card is communicated;
- any indirect, special or consequential losses;
- any infringement by you of any currency laws in the country where your William Hill Card is issued or used;
- any dispute between you and the supplier of any goods or services purchased with your William Hill Card;
- our taking any action required by any government, federal or state law or regulation or court order; or
- anything specifically excluded or limited elsewhere in these Conditions of Use.

However:

- your liability for Unauthorised Transactions will be determined in accordance with the ePayments Code; and
- we will not avoid any requirements of 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 your William Hill 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.

Emerchants does not make or give any express or implied warranty or representation in connection with your William Hill 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.

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#### 12.19. ANTI-MONEY LAUNDERING AND COUNTER TERRORISM FINANCING OBLIGATIONS

Emerchants 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 your William Hill Card can be activated, Emerchants 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' information about a Cardholder such as their:

- name, and
- address, and
- date of birth.

Emerchants 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:

- Emerchants is not required to take any action or perform any obligation under or in connection with your William Hill 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, Emerchants is not liable for any loss you suffer (including consequential loss) howsoever caused in connection with your William Hill Card;
- Emerchants 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, Emerchants will disclose the information gathered to regulatory and/or law enforcement agencies, Emerchants and/or William Hill, other banks, service providers or to other third parties.

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

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## 12.20. PRIVACY AND INFORMATION COLLECTION

Emerchants (in this Privacy Statement referred to as "we"), collects your Personal Information so that we can establish and administer the Card 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.

Without your information we cannot make your William Hill Card available to you and you should not apply for a William Hill Card.

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 your William Hill Card, or transactions made with your William Hill Card, whenever allowed by law and also when necessary:

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

We will not transfer your personal information outside Australia.

By applying for and using your William Hill 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 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:

Emerchants: [www.emerchants.com.au/privacy](http://www.emerchants.com.au/privacy)

William Hill: <https://www.williamhill.com.au/betting/help/privacy-policy/>

You may contact Emerchants' 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 William Hill's Privacy Officer in relation to your Personal Information on [privacy@williamhill.com.au](mailto:privacy@williamhill.com.au). Please log into your William Hill account online at [www.williamhill.com.au](http://www.williamhill.com.au) if you wish to opt out of marketing communication or contact William Hill Customer Service on 1800 007 238 or [service@williamhill.com.au](mailto:service@williamhill.com.au)

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#### 12.21. COMMUNICATIONS

You agree that we may give written notices or other communications to you under or in connection with these Terms and Conditions (including 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 William Hill Card (including 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 of the information given by you when applying for your William Hill Card or during the activation of your William Hill Card or any changes made to this information; and
- may proceed on the basis that we are satisfied by that verification.

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#### 12.22. 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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#### 12.23. 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
- as a result of changed circumstances (including by adding benefits or new features); or
- to respond proportionality to changes in the cost of providing your William Hill Card; 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) or by advertising in a national or local newspaper.

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 your William Hill Card is used can be made subject to the law without prior notice.

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#### 12.24. 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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#### 12.25. 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 your William Hill Card will be decided under the laws of Queensland, Australia.

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