

# PRODUCT DISCLOSURE STATEMENT

## MCC RELOADABLE EFTPOS PREPAID CARD

### 1. ABOUT THIS PRODUCT DISCLOSURE STATEMENT

This Product Disclosure Statement (“PDS”) contains important information about the MCC reloadable eftpos prepaid card (“Card”) and its associated benefits, risks and fees. It also includes the terms and conditions that govern the use of the Card. When you activate your Card, you are agreeing to the terms and conditions set out in this PDS. Therefore this PDS should be read carefully. We suggest that you seek advice if you do not understand any of the information contained within this PDS and how it applies to you.

The information contained in this PDS does not take into account your individual objectives, financial situation or needs.

The Card and this PDS are issued by Indue Ltd ABN 97 087 822 464 (“Indue, us, we”).

This PDS is dated December 2017.

Words that are capitalised in this PDS are defined in section 25.

### 2. ABOUT THE CARD

The Card is a dual sided MCC membership card and reloadable eftpos prepaid card that is exclusive to MCC members. This PDS relates only to the payment functionality of the card and any references to the “Card” in this PDS is a reference only to the card in its capacity as a reloadable eftpos prepaid card. It does not apply to the MCC membership component found on the reverse side of the card.

The payment functionality of the Card is initially inactive. Activation is voluntary and the card can still be used as an MCC membership card even if you elect not to activate it.

Once activated, your Card allows payments to be made at participating MCC Vendors, as long as:

- there is sufficient Available Balance on your Card to cover the amount of the transaction;
- the Expiry Date has not been reached; and
- the Card has not been suspended or cancelled.

For a list of approved MCC Vendors, please go to [www.mcc.org.au/mccplus](http://www.mcc.org.au/mccplus).

The Card accesses only the value that is loaded onto it. It is not a credit card or a debit card and is not linked to any separate account.

**The Card cannot be used at merchants that are not approved MCC Vendors and cannot be used to withdraw cash at ATMs or point of sale terminals.**

### 3. INDUE AND THE MELBOURNE CRICKET CLUB

Indue is the issuer of the Card. Indue is an authorised deposit-taking institution and holds an Australian Financial Services Licence, number 320204.

Melbourne Cricket Club Limited ABN 92 871 871 964 (Authorised Representative number 001260352), is an authorised representative of Indue and is the distributor and promoter of the Card. The MCC is responsible for providing certain cardholder services to you, including providing you with your Card, arranging for a replacement Card to be issued to you in accordance with the terms set out in this PDS, providing lost and stolen services and assisting you with any queries you may have regarding your use of your Card.

By activating and using the Card you are entering into a contract with Indue (and not with the MCC) and are agreeing to the terms and conditions in this PDS.

Indue and the MCC are not related entities.

**Indue is not responsible for your membership with the MCC and any questions in relation to your MCC membership or the membership component on the reverse side of the card should be directed to the MCC.**

#### **4. CONTACT DETAILS**

If you need any help with the Card you can contact the MCC on the details below:

PO Box 175 East Melbourne Victoria 8002 Australia  
03 9657 8888  
[membership@mcc.org.au](mailto:membership@mcc.org.au)

MCC are contactable 9am to 5pm Monday to Friday and at set times during an event at the MCG. Please see [www.mcc.org.au](http://www.mcc.org.au) for match day information and opening hours.

#### **5. QUERIES AND COMPLAINTS**

If you have a complaint or dispute relating to your Card, you should contact the MCC in the first instance on the contact details above. If your complaint or dispute relating to your Card is not satisfactorily resolved by MCC, you should contact Indue on the details below:

PO Box 523  
TOOWONG QLD 4066  
Phone: 1300 671 819

**Indue is not responsible for the operation of the MCC Plus Rewards Program or the allocation or crediting of any rebate earned or other promotions applicable under the MCC Plus Rewards Program. If your query or complaint relates to the MCC Plus Rewards Program you will need to contact the MCC.**

If your complaint is resolved within 5 Business Days and is in your favour, the MCC or Indue will let you know. You may be advised of the outcome by phone, however you may request a written response if it is your preference.

If your complaint can't be resolved within 5 Business Days, the MCC or Indue may write to you (by email or letter) and let you know the procedures for further investigation and resolution and may, if relevant, request further details from you.

Within 21 days of receiving your complaint or further instructions from you, you will be contacted and advised:

- of the results of the investigation; or
- that additional time (not usually exceeding 24 days) is needed to complete the investigation.

In exceptional circumstances, more than 45 days may be needed to investigate a complaint. For example, if there are delays caused by other financial institutions or merchants involved in resolving the complaint.

If your complaint has been investigated by MCC and Indue and you are not satisfied with the outcome, you have the right to contact the Credit and Investments Ombudsman at: By free post:

Credit and Investments Ombudsman  
Reply Paid 252  
Sydney South  
NSW 1234

Website: [www.cio.org.au](http://www.cio.org.au)  
Telephone: 1800 138 422  
Fax: 02 9273 8440

Please note:

- the Ombudsman will not review your complaint unless you've first contacted MCC or Indue and the complaint has been investigated; and
- MCC and Indue are not responsible for resolving a dispute regarding the goods or services purchased with your Card. In the first instance, you should contact the merchant directly.

## **6. SIGNIFICANT BENEFITS OF THE CARD**

The significant benefits of the Card are:

- The Card reduces the need to carry cash and is a convenient way to make payments at participating MCC Vendors;
- When you use your Card to make purchases, you may be eligible to earn rebate value in accordance with the terms of the MCC Plus Rewards Program;
- The Card is reloadable, which means that you can add extra funds to it using a variety of load methods;
- The Card can assist you in controlling your spending. You can only access the value that you have loaded and there is no overdraft or credit facility associated with the Card;
- If your Card is lost or stolen you can immediately place a block on the Card by logging into the MCC Plus Portal or contacting the MCC during 9am to 5pm Monday to Friday and at set times during an event at the MCG;
- You can cancel the prepaid functionality of the Card whenever you wish; and
- There are no transaction fees related to purchases at participating MCC Vendors.

## 7. SIGNIFICANT RISKS

The significant risks of the Card are:

- Unauthorised Transactions can happen if the Card is lost or stolen, if your PIN is revealed to an unauthorised person, as a result of fraud, or if you breach the terms and conditions of the Card outlined in this PDS;
- You might not be able to get your money back if Unauthorised Transactions or mistaken transactions occur. The more you load onto your Card the more you could lose due to an Unauthorised Transaction. Refer to section 18 for a list of circumstances where you may be held liable for unauthorised use of the Card;
- Due to equipment errors, malfunctions or equipment being used incorrectly, the same transaction may be processed more than once or transactions may not be processed at all. In these cases the errors can usually be corrected but may temporarily inconvenience you as the Available Balance on your Card will be incorrect;
- If the electronic network enabling the use of a Card is unavailable, you may not be able to perform transactions or get information using the Card; and
- The Financial Claims Scheme does not apply in relation to your Card or your Available Balance.

### **IMPORTANT INFORMATION ABOUT THE FINANCIAL CLAIMS SCHEME**

The Financial Claims Scheme (“FCS”) is a scheme administered by the Australian Prudential Regulation Authority (“APRA”) to protect depositors from potential loss due to the failure of institutions. It provides depositors with a guaranteed protection, up to a cap. As at the date of this PDS, the FCS applies to deposits only. It does not extend to prepaid card products (including the Card or any Available Balance held on the Card).

#### **If Indue fails:**

- **any Available Balance held on your Card will not be protected by the FCS; and**
- **you may lose all or part of your Available Balance.**

**The risks associated with the Card may therefore be increased when you load large amounts of money onto the Card.**

For more information on the FCS, refer to: <https://www.fcs.gov.au/>

## **8. YOUR AVAILABLE BALANCE IS NOT A BANK DEPOSIT**

The Card is not a debit card or credit card and the Available Balance on the Card is not a bank deposit. Indue will hold funds that are stored on your Card in various accounts that it owns and controls. In no circumstance will you earn interest on any Available Balance that is stored on your Card.

## **9. TAX LIABILITY**

We have not taken into account your individual circumstances or needs and you should get your own independent tax advice in relation to the impact your use of the Card may have on your personal tax liability.

## **10. ACTIVATING THE CARD**

You are required to activate your Card before being able to make payments with it. To activate your Card, go online at [www.mcc.org.au/activate](http://www.mcc.org.au/activate) and follow the prompts. As part of the activation process you will need to provide us with sufficient detail to enable us to verify your identity, including but not limited to details of your birth and your post code.

When you activate your Card, you need to select a four-digit PIN. You may change your PIN later by visiting the MCC Plus Portal and following the prompts. For guidance on how to set your PIN, please refer to section 18.

By activating your Card, you agree:

- you are making an application to use the reloadable eftpos prepaid functionality of the Card;
- to the terms and conditions contained in this PDS;
- to be liable for the transactions made using the Card, unless stated otherwise in this PDS; and
- to being provided with an electronic copy of this PDS.

If you need a hard copy of this PDS, please contact the MCC on [membership@mcc.org.au](mailto:membership@mcc.org.au) or 03 9657 8888.

**You can choose not to activate your Card. If you do not activate your Card it can continue to be used as a MCC membership card however you will not be able to make payments with it or accrue any rebate value pursuant to the MCC Plus Rewards Program.**

## **11. USING THE CARD**

The Card can be used to pay electronically for any goods sold at participating MCC Vendors. A complete list of the MCC Vendors can be found at [www.mcc.org.au/mccplus](http://www.mcc.org.au/mccplus).

**When using your Card (either through inserting or swiping), press the “CHQ” or “SAV” button on the relevant terminal and follow the prompts to enter your PIN. If you press the “CR” button, the transaction will be declined.**

Your Card is also Tap & Pay enabled so you may use it for contactless transactions under \$100 without entering your PIN at any terminal that is Tap & Pay enabled. Simply place your Card near or on the card reader. Before authorising a Tap & Pay transaction, you must check that the correct amount is displayed on the terminal.

When an Authorised Transaction takes place using your Card, we will deduct the value of the Authorised Transaction from the Available Balance.

You are responsible for all transactions that arise from the use of your Card, unless this PDS says otherwise.

You must not attempt to use your Card to make a transaction that exceeds the Available Balance.

**In some circumstances (for example, where a transaction is processed in an offline environment or where you incur a fee or charge), your Available Balance can become negative. If you make or attempt to make a transaction that exceeds the Available Balance, you will be liable for any Negative Balance that may result and any reasonable costs we may incur in recovering the amount of the Negative Balance from you. If your Card has a Negative Balance, when value is next loaded onto your Card, we will first apply that loaded value to recover the Negative Balance from you.**

You cannot stop payment on any transaction after it has been completed.

Merchants and financial institutions can impose conditions on how their payment facilities are used, including imposing limits or not allowing split payments.

Sometimes, there may be circumstances beyond the control of Indue that prevents a transaction being processed. For example, a transaction may not process if there are problems with the communications network to which a terminal connects. We are not liable in any way when authorisation is declined for any particular transaction regardless of the reason.

The Card must not be used for illegal purposes, including the purchase of goods or services deemed illegal by any Australian law. You must not resell your Card to any other third party.

## **12. MCC PLUS PORTAL**

The MCC Plus Portal is an online self service centre that provides you with access to a number of additional features and benefits. You can check your transaction history, your Available Balance, and manage how you use your Card.

The MCC Plus Portal is free to use. It is available 24 hours a day, 7 days a week (other than for occasional site maintenance) and you can use it from wherever you have access to the internet.

To access the MCC Plus Portal, go to [www.mcc.org.au/mccplus](http://www.mcc.org.au/mccplus) and follow the prompts.

## **13. LOADING VALUE TO YOUR CARD**

The Card is reloadable which means you may load value onto the Card as often as you like so long as:

- the total value on your Card at any one time does not exceed the Card Limit;
- the Expiry Date has not been reached; and
- your Card has not been cancelled (either by you, MCC or Indue).

Any number of load methods may be available to you from time to time. In this section, we describe some of the load methods that may be provided.

The ways you can load value onto your Card may include:

1. drawing funds from an Australian bank account through the automatic top-up function;
2. using a Visa or MasterCard credit or debit card;
3. electronic funds transfer from your Australian bank account; and
4. making a payment at a designated MCC kiosk;

In addition, MCC may load value onto your Card from time to time as a means of transferring any rebate value accrued under MCC Plus Rewards Program.

Further information about the various way your Card can be loaded is set out below.

These methods may not be available at all times. You can check what methods are available to you by logging into the MCC Plus Portal and following the prompts to “Top-Up”.

We may make additional load methods available from time to time. If we do, we will let you know about any specific terms and conditions applicable to that load method.

Depending on the load method you use, a minimum load amount may apply and we will inform you of this.

The total value that may be loaded onto your Card at any one time cannot exceed the Card Limit. Any attempted load that would take the Available Balance over the Card Limit at any one time will be rejected in full. To avoid this, Indue recommends that you regularly check your balance online by logging into the MCC Plus Portal.

### **Loading via a MCC Kiosk**

You may be able to load value onto your Card by making a payment at a designated kiosk within the MCG grounds. Once the payment has been made, we will immediately add the value of the payment to your Available Balance.

### **Auto Top-ups**

You may be able to arrange for us to automatically deduct value from your bank account to load onto your Card when your Available Balance drops to a certain level. This will require you to complete a Direct Debit Request and agree to a Direct Debit Request Service Agreement. The Direct Debit Request Service Agreement will contain the terms applicable to your use of Auto Top-Up.

To set up an Auto Top-Up, please login to the MCC Plus Portal and follow the prompts.

The Auto Top-Ups will be triggered by a Trigger Amount and a Top-Up Amount that you choose. If the Available Balance on your Card falls below the Trigger Amount, we will automatically arrange to load the Top-up Amount to your Card by debiting this amount from the bank account you have nominated.

We may set minimum and maximum amounts that you can choose for your Trigger Amount and Top-Up Amount. If so, we will let you know what they are when you set up your Auto Top-Up arrangement in the MCC Plus Portal.

In the MCC Plus Portal, you can cancel your Auto Top-Up arrangement at any time.

### **Other online load methods**

You may also be able to load value onto your Card using the following methods.

- Using funds from your own MasterCard or Visa credit or debit card. After you successfully make a load request this way, we will immediately add the funds to your Available Balance.
- Transferring funds from your existing Australian bank account to your Card. You can do this by signing in to your own Australian financial institution's internet banking and follow the prompts to make a direct credit transaction. For the payee details, select the "Bank Transfer" option in the MCC Plus Portal and use the account number and BSB details displayed. Please allow 3 business days for the funds to be added to your Available Balance.

### **MCC Plus Rewards Program**

MCC operates the MCC Plus Rewards Program. Under the terms and conditions of the MCC Plus Rewards Program, MCC may load funds onto your Card as a mechanism for converting any rebate value that you have accrued in accordance with the program.

**Indue is not responsible for the operation of the MCC Plus Rewards Program and does not make any representations or accept any liability in relation to the crediting of any rebate value to your Card. If you have any questions or complaints in relation to the rebate value credited to your Card or the operation of MCC Plus Rewards Program generally, these questions and complaints should be directed to the MCC.**

## **14. FEES**

As the Card also acts as your MCC membership card, in accordance with the Melbourne Cricket Club Rules, MCC may directly charge you a replacement card fee if your Card is lost, stolen or damaged and you require a new one (**Lost Card Fee**). This Lost Card Fee will not be deducted from your Available Balance and will be payable to MCC via credit card or cash if at the Membership Services Counter. The amount of the Lost Card Fee is determined by the MCC in accordance with the terms of your MCC membership and details can be found in the Membership Card Terms and Conditions available at [www.mcc.org.au/mccplus](http://www.mcc.org.au/mccplus).

As at the date of this PDS, there are no load or transaction fees associated with the use of the Card.

We may in the future introduce new fees. Please see the section 22 below on "Changes to this PDS" for how we will notify you if we do this.

## **15. WHAT TO DO IF YOUR CARD IS LOST OR STOLEN**

If you believe your Card has been lost or stolen, you must notify us **immediately**. To do this, report the loss or theft in the MCC Plus Portal by selecting "Block Lost or Stolen Cards"



and follow the prompts. If you become aware of the loss or theft during the hours of 9am to 5pm, Monday to Friday (Australian Eastern Standard Time), you may alternatively contact the MCC on 03 9657 8888.

Once you have advised us that your Card has been lost or stolen, we will immediately place a block on your card. This means you will not be able to use your Card to authorise any transactions or load value onto your card. Once a block has been placed on your card it cannot be reversed.

If you have placed a block on your Card through the MCC Plus Portal, MCC will use its best endeavours to notify you within 24 hours of the next Business Day from when you placed a block on your Card to arrange for a replacement card to be issued to you.

If a replacement card is reissued to you, we will cancel your lost or stolen Card and transfer any Available Balance remaining on your lost or stolen Card to your new card. Your replacement card will be sent to you by mail after you have paid the Lost Card Fee.

If your Card is not lost or stolen but you would like to temporarily suspend your card, you can do this by either turning the Card "Off" through the MCC Plus Portal or alternatively contacting the MCC. You can turn your Card back on any time if you have suspended it this way.

You must not use your Card while it is in a blocked or suspended state. In some circumstances your Card may be used to make payments where no electronic approvals are in place. If you use your Card when it is blocked or suspended, you will be liable for the value of the transaction.

**Unreasonable delay in failing to notify the MCC or Indue that your Card has been lost or stolen may result in your being held liable for any unauthorised use of your Card.**

## **16. CARD EXPIRY, CANCELLATION AND REPLACEMENT**

### **Card replacement**

Unless cancelled earlier, the Card is valid until the Expiry Date.

Prior to the Expiry Date, MCC may instruct Indue to issue you a new or replacement Card which will be posted to your address held by the MCC. In the event you are issued a new or replacement card, Indue will transfer the Available Balance on your existing Card to your new card at the time the new card is activated.

### **Card cancellation and suspension**

Indue or the MCC, may at our discretion cancel or temporarily suspend your Card at any time. We may do this if:

- your Card, Card Information or PIN has been, or MCC or Indue reasonably suspect has been, compromised;
- you breach a law or a condition of this PDS and we reasonably believe the breach is of a serious nature;
- we reasonably believe that your use of your Card may cause us to breach a law;
- your MCC membership has lapsed, been suspended, or has otherwise been cancelled; or
- any other reason at our discretion.

Indue or the MCC will notify you if your Card has been suspended or cancelled.

You may cancel your Card at any time by contacting the MCC.

**If the MCC temporarily suspend your Card due to the lapse or suspension of your MCC membership, you will be unable to use your Card. In these circumstances you should contact the MCC on 03 9657 8888 to arrange for any Available Balance on the Card to be returned to you.**

### **If your Card expires or is cancelled**

On the Expiry Date or Cancellation Date, we will deactivate your Card. This means you'll no longer be able to use it to access the Available Balance.

You must not use your Card after the Expiry Date or Cancellation Date. In some circumstances your Card may be used for purchases which are below Floor Limits and where no electronic approval is required. If you use your Card after the Expiry Date or Cancellation then you may be liable to Indue for the value of any transaction as well as any reasonable costs incurred by Indue in collecting the amount owing.

### **Value at Cancellation Date and Expiry Date**

If your Card is cancelled or expired, the MCC will either (in its discretion) arrange for any remaining Available Balance on your Card to be returned to you or alternatively transfer the Available Balance to a new card, which MCC will send to you.

### **Unclaimed Money**

If value still remains on your Card after 7 years from the Expiry Date or Cancellation Date, we may transfer the balance of the card to the Commonwealth Government as "unclaimed money".

Before we transfer the balance to the Commonwealth Government as "unclaimed money", we will make reasonable endeavours to contact you using your last-known contact details.

You have the right to claim your money that is held with the Commonwealth Government. Please refer to ASIC's website at [www.asic.gov.au](http://www.asic.gov.au) for details.

## **17. MONITORING YOUR CARD FOR UNAUTHORISED TRANSACTIONS**

You can check your Available Balance and your transaction history, 24 hours a day, 7 days a week, by logging in to the MCC Plus Portal (subject to occasions where the website is down due to site maintenance). We strongly recommend that you regularly review your transaction history so you can identify any Unauthorised Transactions as soon as possible.

**You must immediately contact the MCC if you believe there are Unauthorised Transactions in your transaction history, or if you identify any suspicious or fraudulent activity in relation to your Card. Any unreasonable delay in notifying us of any Unauthorised Transactions may result in you being responsible for the losses occurring as a result if the delay.**

## 18. SECURITY OF PIN AND THE CARD

When you activate your Card, you need to select a four-digit PIN. If you forget your PIN or want to change it, you can change or reset your PIN at any time by logging into the MCC Plus Portal and following the prompts. Any PIN you choose must always have four digits.

If you enter an incorrect PIN three times, we will temporarily suspend your Card for up to 24 hours.

**You must keep your Card and PIN safe and secure. If you do not, you may be liable for any Unauthorised Transactions that occur through the use of your Card. Your liability for Unauthorised Transactions will be determined as described in section 19.**

If at any time you believe that your PIN has been compromised and become known to someone else, you must immediately change your PIN to protect your Card from fraudulent or Unauthorised Transactions.

To protect yourself from fraudulent or Unauthorised Transactions, remember the following:

- do not record your PIN on your Card or on anything with or near your Card;
- do not tell anyone your PIN (including any family member or friend) and try to prevent anyone else from seeing your PIN;
- we will never ask you for your PIN;
- a merchant should never ask you to tell them your PIN;
- try to prevent anyone else seeing you enter your PIN into an Electronic Banking Terminal;
- do not access the MCC Plus Portal via an email link embedded in an email. Always access the website directly from your internet browser;
- do not choose a PIN that is easily identified with you, e.g. your birth date, an alphabetical code which is a recognisable part of your name or your car registration;
- do not choose a PIN that is merely a group of repeated numbers;
- never lend your Card to anyone else;
- never leave your Card unattended e.g. in your car or at work;
- for security reasons, on the Expiry Date, destroy your Card by cutting it diagonally in half. Also make sure you cut the chip in half;
- examine your Card activity to identify and report, as soon as possible, any instances of unauthorised use;
- cover your hand when entering your PIN;
- do not allow anyone to swipe, tap or insert your Card when it is not in full sight of you; and
- maintain up-to-date anti-virus software and a firewall on your computer.

## 19. YOUR LIABILITY

Unauthorised Transactions may occur on your Card and, in certain circumstances, you may be liable for these transactions. How we determine liability for Unauthorised Transactions is described below.

## **When you are not liable for Unauthorised Transactions**

You are not liable for any Unauthorised Transactions:

- before you have activated your Card;
- after you have reported your Card lost or stolen;
- if you did not contribute to the Unauthorised Transaction. We may determine that you contributed to an Unauthorised Transaction if you did not exercise vigilant care in keeping your Card or Card Information secure or if you unreasonably delayed reporting to us about the loss or theft of your Card, the compromise of your Card Information or of any Unauthorised Transactions you became aware of; or
- if the Unauthorised Transaction was made using your Card information without use of your actual Card or PIN and you did not unreasonably delay reporting to us about the loss or theft of your Card, the compromise of your Card Information or of any Unauthorised Transactions you became aware of.

If we can prove on the balance of probability that you've contributed to the Unauthorised Transaction under this section, your liability will be the lesser of:

- the amount of the actual loss, if that amount is less than the Available Balance stored on your Card at the time the loss occurred;
- the actual loss at the time we are notified of the loss or theft of your Card; or
- the Card Limit.

Where a PIN was required to perform an Unauthorised Transaction and it is unclear whether or not you have contributed to any loss caused by the Unauthorised Transaction, your liability will be the lesser of:

- \$150;
- the actual loss if the loss is less than the Available Balance stored on your Card at the time the loss occurred; or
- the actual loss at the time you notified us of the loss or theft of your Card.

In determining your liability under this section:

- we will consider all evidence including all reasonable explanations for the Unauthorised Transaction;
- the fact that a transaction was authorised with the correct PIN, while significant, is not conclusive evidence that you have contributed to the loss; and
- the use or security of any information required to perform a transaction that you are not required to keep secret (for example, the number on the front of your Card or the Expiry Date) is not relevant to your liability.

## **20. DISPUTED TRANSACTIONS AND MISTAKEN PAYMENTS**

If you believe a transaction is wrong or unauthorised or your transaction history contains any instances of unauthorised use or errors, you must immediately notify the MCC. Please have your Card and transaction details to hand.

The MCC and Indue have the ability to investigate any disputed transactions which occur on your Card. You may wish to dispute a transaction in circumstances where:

- you do not recognise the transaction;
- you did not authorise the transaction;
- you did not receive the goods or services to which the transaction relates;
- the transaction amount differs to the purchase amount; or
- you believe a transaction has been duplicated.

If it is found that an error was made or that you are not liable for the transaction, then Indue or the MCC will make the appropriate adjustments to your Card and will advise you in writing of the amount of the adjustment.

**Neither the MCC nor Indue are responsible in the event that you have a dispute regarding the goods or services purchased with your Card. In the first instance, you should contact the merchant directly. If you cannot resolve the dispute with the merchant, you should contact the MCC as we have the ability in certain circumstances to investigate disputed transactions on your behalf.**

It is possible that someone else might make a mistake when they do an online funds transfer. As a result, funds may be mistakenly loaded to your Card, instead of being paid to where the mistaken payer intended. If this happens, and if your Available Balance is sufficient to cover the amount of the mistaken payment, we may automatically deduct the amount of the mistaken payment from your Available Balance so that we can return the amount to the mistaken payer's financial institution. We will do this only if we are satisfied that a mistaken internet payment has occurred and only if the mistaken payer reports the mistake within 10 business days of making the payment.

If the mistaken payer reports the mistake between 10 business days and 7 months after making the payment, we may deduct the amount from your Available Balance only after we notify you and give you a chance to establish that you are entitled to the amount. In this situation, we may freeze your funds for up to 10 business days (while we give you the chance to establish your entitlement) before we deduct the amount.

## **21. PRIVACY AND INFORMATION COLLECTION**

Indue and the MCC collect information:

- you provide to us;
- about your card, including how you use your card and your card transactions;
- held by service providers in relation to the operation of your card account; and
- that you may provide us when you need our assistance.

Indue and the MCC may collect your personal information:

- for purposes connected with your membership
- to provide information about a product or service;
- to consider your request for a product or service;
- to provide you with a product or service;
- to assist in arrangements with other organisations in relation to the provision of a product or service;
- to perform administrative and operational tasks (including systems development and testing, staff training, and market or customer satisfaction research);
- to improve MCC's understanding of members interests;
- to prevent or investigate any fraud or crime (or a suspected fraud or crime); and
- as required by relevant laws and scheme rules.

In some circumstances, Indue or the MCC (as the case may be) may collect your personal information from a third party service provider. Indue or the MCC may collect information from other participants in the payments system and other financial institutions in order to resolve disputes or errors. Indue and the MCC collect this information in order to manage the service they provide to you, consistent with these conditions of use.

If you do not provide some or all of the information requested, Indue and the MCC may be unable to provide you with a product or service.

Indue and the MCC may provide your information:

- to another member of its group;
- to any outsourced service providers (for example mailing houses, fraud and anti-money laundering service providers, data switch service companies);
- to regulatory bodies, government agencies, law enforcement bodies and courts;
- to other parties as is authorised or required by law; or
- to participants in the payments system and other financial institutions for the purpose of resolving disputes, errors or other matters arising out of use of your Card or card information.

You may access any of your personal information at any time by calling the MCC on 03 9657 8888. You may also call Indue on 1300 671 819. Indue or the MCC may charge you a reasonable administration fee for access. This fee will be advised to you upfront in order for you to determine whether you wish to access your personal information. If you can show that information about you is not accurate, complete and up to date, the MCC or Indue (as the case may be) will take reasonable steps to ensure it is corrected so that it is accurate, complete and up to date. The MCC or Indue (as the case may be) will not charge any extra fee for correcting your information. There may be circumstances when Indue or the MCC may be unable to provide you with access or to correct your information, in which case Indue or the MCC (as the case may be) will provide you with a written reason. For details on how you may access and seek correction of the personal information Indue or the MCC holds about you, please refer to their Privacy Policies available at [www.indue.com.au](http://www.indue.com.au) and [www.mcc.org.au](http://www.mcc.org.au).

Indue and the MCC will not collect sensitive information about you, such as health information, without your consent.

To facilitate transaction identification and to assist with the identification of suspicious or fraudulent transactions, your personal information and transaction details may be sent to countries other than Australia. By using your Card, you agree that your personal information and transaction details may be sent overseas for the purposes of assisting with the identification of suspicious or fraudulent transactions or as required by law.

In accordance with the Privacy Act 1988 (Cth), Indue and the MCC must comply with the Australian Privacy Principles. You have the right to lodge a complaint if you believe Indue or

the MCC has breached the Australian Privacy Principles. For details on how you may complain about a breach and how Indue and the MCC deal with complaints, please refer to Indue's and MCC's Privacy Policies available at [www.indue.com.au](http://www.indue.com.au) and [www.mcc.org.au](http://www.mcc.org.au).

If you would like a copy of Indue's or the MCC's Privacy Policy to be sent to you, please contact Indue on 1300 671 819 or the MCC on 03 9657 8888.

## **22. CHANGES TO THIS PDS**

The information in this PDS is current as at the date stated at the beginning of this document. We may change, add to or delete the terms and conditions in this PDS at any time. If we make a change that involves an increase in our fees we will provide you with at least 30 days' prior notice of the change or variation. For any other change that is materially adverse to you, we will provide notice before the change or as soon as practicable after. You consent to us notifying you by email or post for this purpose.

If we make a change to this PDS, we will issue a supplementary PDS or update the PDS by amending the version of this PDS that is available at [www.mcc.org.au/mccplus](http://www.mcc.org.au/mccplus). The PDS available via that website will be the latest version and will be at no cost to view. You may request a paper copy of the latest version of the PDS and any supplementary PDS from the MCC by calling 03 9657 8888.

If you wish to cancel your Card as a result of any change or variation we make to this PDS, you may contact the MCC to cancel your Card.

## **23. OTHER GENERAL CONDITIONS**

You may not assign your rights under this PDS to any other person. Indue may assign its rights or transfer the contract to another person where such assignment is to a related party or third party where such third party has a similar or more fair dispute resolution procedure than Indue. If Indue assigns or transfers the rights under this PDS, this PDS will apply to the transferee or assignee as if it were named as Indue. If we assign this PDS, we will provide you with notice and you will be able to cancel your Card as a result of this assignment.

## **24. ANTI-MONEY LAUNDERING AND COUNTER-TERRORIST FINANCING**

You acknowledge and agree that:

- where required, you will provide to Indue all information reasonably requested by Indue in order for Indue to comply with the fraud monitoring and anti-money laundering and counter terrorism financing obligations imposed on it pursuant to the AML Legislation;
- Indue may be legally required to disclose information about you to regulatory and/or law enforcement agencies;
- Indue may block, delay, freeze or refuse any transactions where Indue in its sole opinion considers reasonable grounds exist to believe that the relevant transactions are fraudulent, in breach of the AML Legislation or any other relevant law;
- where transactions are blocked, delayed, frozen or refused by Indue, you agree that Indue is not liable for any loss suffered by it or other third parties arising directly or indirectly as a result of Indue taking this action; and
- where required, Indue will monitor all transactions that arise pursuant to your use of Card in accordance with its obligations imposed on it in accordance with the AML Legislation.

## 25. DEFINITIONS

In this PDS, unless otherwise indicated:

**AML Legislation** means the *Anti-Money Laundering and Counter Terrorism Financing Act 2006* (Cth) and its associated rules, regulatory guides and regulations.

**ATM** means automatic teller machine.

**Authorised Transaction** means a transaction that we treat as having been authorised by you. We treat a transaction as being authorised by you when:

- you conduct an Electronic Transaction;
- your Card is used to conduct an Electronic Transaction; or
- your Card or Card Information is presented to a MCC Vendor in a way acceptable to us.

**Auto Top-ups** means the method for automatically loading value onto your Card under a direct debit arrangement as described in section 13.

**Available Balance** means the value recorded by us as being available for transactions using the Card.

**Business Day** means a day that banking institutions are open in Melbourne, Victoria, excluding Saturday, Sunday and public and bank holidays.

**Cancellation Date** means the date we are notified by you that you wish to cancel your Card or the date we decide to cancel your Card by exercising our discretion.

**Card** means the MCC eftpos reloadable prepaid card issued by Indue to you at the request of the MCC. References to the Card in this PDS do not extend to the MCC membership functionality on the reverse side of the card.

**Card Information** means information that is attached or associated with a Card (including card number, card expiry date and your personal details) that enables a transaction to be completed.

**Card Limit** means the maximum value that may be stored on a Card at any one time, which as at the date of this PDS is \$4,999.

**Direct Debit Request** means a form that we will require you to complete if you set up an Auto Top-Up arrangement and in which we will ask you to agree to the terms of a Direct Debit Request Service Agreement.

**Direct Debit Request Service Agreement** means an agreement between you and us that contains the terms and conditions applicable to an Auto Top-Up arrangement.

**Electronic Transaction** means a transaction: (i) initiated by your instruction to purchase goods and/or services using your Card and your PIN (or signature depending on the relevant authorisation requirement at the Electronic Banking Terminal); (ii) arising from use of your Card; or (iii) arising from the Card Information.

**Expiry Date** means the expiry ("Valid Thru") date printed on the MCC Plus Prepaid eftpos side of the Card.



**Floor Limit** means an amount above which a payment at an eftpos terminal requires approval in order for the transaction to be effected. Floor Limits are set by merchants' financial institutions.

**Indue** means Indue Limited ABN 97 087 822 464 being the issuer of the Card (Australian Financial Services Licence number 320204).

**Lost Card Fee** has the meaning given to that term in section 14 of this PDS.

**MCC** means the Melbourne Cricket Club Limited ABN 92 871 871 964.

**MCC Plus Rewards Program** means a rewards program established by the MCC whereby a member of the MCC accrues rebate value or receives any other promotional benefit through the use of the Card in accordance with the terms and conditions that are in force from time to time.

**MCC Plus Portal** means the website located at [www.mcc.org.au/mccplus](http://www.mcc.org.au/mccplus) where you may login to access information about your Card and manage your Card.

**MCC Vendors** means merchants approved by the MCC from time to time that are able to accept the Card as an electronic method of payment for goods or services. A list of MCC Vendors is available at [www.mcc.org.au/mccplus](http://www.mcc.org.au/mccplus).

**Negative Balance** means that the Available Balance on your Card is negative (less than \$0.00) rather than positive (\$0.00 or greater).

**PIN** means the Personal Identification Number required to be entered by you when using the Card for Electronic Transactions (excluding those transaction which do not require a PIN, such as Tap & Pay transactions. Please see section 11 for further information in relation to Tap & Pay transactions).

**Top-Up Amount** means the amount that will be automatically deducted from your bank account and loaded onto your Card if you set up an Auto Top-Up and your Available Balance falls below the Trigger Amount.

**Trigger Amount** means the Available Balance you set to trigger an Auto Top-Up.

**Unauthorised Transaction** means a transaction made using your Card or Card Information by a person other than you, who does not have authority to make the transaction and from which you receive no benefit.

**We, us, our** means Indue.

**You, your** means the person to whom the Card is issued.

## 26. INTERPRETATIONS

Reference to:

- one gender includes the other;
- the singular includes the plural and the plural includes the singular;
- a party named in this PDS includes the part's executors, administrators, successors and permitted assigns;

- money is referring to Australian Dollars unless otherwise stated;
- “Including” and similar expressions are not words of limitation;
- where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning;
- headings and any table of contents or index are for convenience only and do not form part of this PDS or affect its interpretation;
- if an act must be done on a specified day which is not a Business Day, it must be done on the next business day.

## **27. PARTIES**

If a party consists of more than 1 person, the terms and conditions set out in this PDS bind each of them separately and 2 or more of them jointly and severally.

An obligation, representation or warranty in favour of more than 1 person is for the benefit of them separately and jointly.