

IMPORTANT – PLEASE READ CAREFULLY; BE SURE TO PROVIDE THE GIFT CARD RECIPIENT THIS CARDHOLDER AGREEMENT.

This Cardholder Agreement (“Agreement”) constitutes the agreement between you and Heritage and People’s Choice Limited trading as Heritage Bank ABN 11 087 651 125, AFSL/ACL No. 244310 (“Issuer”). These terms and conditions set out the terms and conditions for your physical or virtual Coles Mastercard Gift Card (“Card”) and apply to all transactions involving the use of your Card. In these terms and conditions, “You” and “your” mean the Card purchaser or the user of the Card. “We,” “us,” and “our” mean the Issuer.

The Card balance, transaction history and important notices about your Card are available at www.colesmastercard-balance.com.au.

1. If you are a purchaser then your purchase of the Card will be taken as your agreement to these terms and conditions. Otherwise, your first use of the Card will be taken as your agreement to these terms and conditions. You must give these terms and conditions to the user of the Card if it is not you. If you do not agree to the terms contained in this Agreement, do not use the Card, save your receipt and call us at +61 (07) 5660 6022 to cancel your Card and request a refund.

2. Card. The Card is a prepaid scheme prepaid card that can be used for purchasing goods and services where Mastercard prepaid products are accepted by a merchant (excluding transactions at ATMs or over the counter at financial institutions). The Card is not a credit card and will not enhance your credit rating nor is it linked to a deposit account with us or any financial institutions. You will not receive any interest on your Card value. The Card remains our property. The Card is non-transferable. We may refuse to process any transaction that we believe may violate the terms of this Agreement or applicable law.

3. Activate Your Card. Your Card will be activated when it is purchased. You will have access to your Card value within twenty four (24) hours after activation.

4. Expiration. The Card is not reloadable and is valid for a period of five (5) years. In the case of a Card, the expiry date is stated on the front of the Card, unless your Card is virtual in which case the expiry date is available at www.colesmastercardbalance.com.au. In any event, your Card will expire no sooner than 5 years from the date of Card activation. You will not be able to use your Card after the expiry date and any remaining balance on the Card will be forfeited.

5. Card limitations. You cannot use your Card to obtain or redeem cash (for examples at ATMs, Point of Sale (POS) Device, or by any other means. You cannot request an additional Card for another person. The Card may be used to purchase goods or services everywhere Mastercard debit cards are accepted as long you do not exceed the available balance on the Card (although if your Card is virtual, the Card can only be used at merchant points of service that accept card not present transactions). The Card cannot be used at an automated fuel dispenser (“pay at the pump”). Some merchants may choose not to accept the Card. Merchants or other providers may impose limits on the use of your Card. We are not responsible if a merchant refuses to accept a Card. The Card itself may not be returned to any merchant for a refund, except where required by applicable law. You may not use your Card for online gambling or any illegal transaction. You may not make pre-authorized recurring or instalment payments from your Card. For security reasons, we may restrict transactions with merchants or limit the amount or number of transactions you can make on your Card. You do not have the right to stop payment of any transaction effected by use of your Card or Card details.

6. Use of a PIN (physical Cards only). The use of a PIN with a physical Card is optional. However, should you choose to use a PIN with a Card, you can apply one when you first use the Card at a merchant’s POS device, any four-digit code will work as the initial PIN for your first PIN-based transaction. After the first PIN-based transaction, you must use the same PIN for each subsequent PIN-based transaction, unless and until you choose to reset the PIN. Choose a PIN that you can remember easily. If you need to reset the Card’s PIN, please call +61 (07) 5660 6022. You will be required to provide information about the Card (account number, expiration date and security code) to reset the PIN. You should not write or keep your PIN with your Card. Never share your PIN with anyone and do not enter your PIN into any terminal that appears to be modified or suspicious. If you believe that there has been unauthorised access to your PIN, you should advise us immediately by calling +61 (07) 5660 6022.

7. Using Your Card

How to redeem your Card:

For card present transactions (at a merchant terminal),

1. Swipe the Card
2. Select “Credit” or “Debit” as payment type
3. If “Debit” is selected as payment type, enter a 4 digit PIN (where applicable) when prompted
4. Press “Green” or “Yes” button on POS machine to submit the payment.
5. Sign the “Payment Receipt” to complete the transaction, if required.

For “card not present” transactions (including online transactions),

1. Select ‘Credit’ or ‘Debit’ as the payment method (Do not select ‘Gift Card’).
2. In the Payment Method section, enter the Card information as you would a credit or debit card.
3. In the Billing Address section, please fill in your name and address.

8. When using the Card with some merchants (such as hotels, taxis, rental cars, restaurants, and cruise ships) Card “tolerance limits” may apply. This means that the authorization or approval obtained on the Card can be for an amount up to 20% or more than the total bill (or anticipated bill) to cover additional items such as tips and incidentals or to ensure that adequate funds are available to cover the final purchase). Until the merchant sends us the final payment amount of your purchase, you will not have access to that part your Card value represented by the pre-authorized amount. For that period here is a “hold” on your Card value and it may take up to fifteen (15) days for the hold to be removed or up to sixty (60) days for car rental transactions. If you wish to make internet, mail, or phone order purchases, you will need to go to www.colesmastercardbalance.com.au and enter your address prior to performing an Internet, mail, or phone order transaction. If you use your Card details without presenting your Card (such as for a mail order, telephone, or Internet purchase), the legal effect will be the same as if you used the Card itself. Each time you use your Card or Card details, you authorize us to reduce the Card value by the amount of the transaction. We may also deduct from the Card value any amount that you owe us including fees payable under this Agreement. If you authorize a transaction and then fail to

make a purchase of that item as planned, there may be a “hold” on your Card value for the amount of the transaction for up to thirty (30) days. A physical Card is like cash. We have no obligation to replace or refund value for misused, lost or stolen Cards except where we have breached any condition or warranty implied under consumer protection legislation that cannot be excluded in these terms and conditions (for example, warranties as to the exercise of due care and skill in providing services and as to fitness for purpose of materials we provide). To protect your Card, you should:

1. if it is a physical Card, carry it with you whenever you can and not leave it unattended;
2. Regularly check that you still have your Card and check your transaction history online; and
3. Not allow a person other than you to use your Card Account.

9. Returns and Refunds. If you have a complaint or concern about goods or services purchased with your Card, you must resolve this directly with the merchant. Any refunds on Card transactions are subject to the policy of the specific merchant. Refunds may be in the form of a credit to the Card/, cash refund or in-store credit. If the Card expires or is revoked before you have spent any funds resulting from a refund (whether or not the original transaction was made using the Card) then you will have no access to those funds.

10. Physical Card Replacement. If you need to replace your physical Card because it is damaged as a result of manufacturing default, please contact us at +61 (07) 5660 6022 to request a replacement Card. The physical Card is like cash. We have no obligation to replace or refund value for misused, lost or stolen physical Cards except where we have breached any condition or warranty implied under consumer protection legislation that cannot be excluded in these terms and conditions (for example, warranties as to the exercise of due care and skill in providing services and as to fitness for purpose of materials we provide). You will be required to provide personal information which may include your Card details, full name, transaction history, copies of accepted identification, etc. We reserve the right to require an affidavit signed by you and to conduct an investigation into the validity of any request. It may take up to thirty (30) days to process a request for a replacement physical Card; however, we will endeavour to provide you with a replacement Card on as timely a basis as is reasonable under the circumstances. Any replacement physical Card will be loaded with the remaining physical Card value.

11. Transactions Made In Foreign Currencies. Transactions made in foreign currencies (any currency other than Australian dollars) are converted into Australian dollars before they are deducted from the Card value. The conversion is undertaken by Mastercard International from the range of rates available in wholesale currency markets for the applicable processing date, which rate may vary from the rate Mastercard itself receives. Any such transaction will also be subject to a foreign currency transaction fee in the amount of 2.5% of the total amount of the transaction.

12. Card Balance/Transaction History. You are responsible for keeping track of your Card value. Merchants generally will not be able to determine your Card value and you should know your Card value before making any transaction. Details of your current Card value and of your transactions are available by accessing your Card online at www.colesmastercardbalance.com.au or by calling +61 (07) 5660 6022. A copy of your transaction history is available at www.colesmastercardbalance.com.au. You will not be sent paper statements in respect of your Card .

13. Fees. The Card is subject to the fees in the table below. The Activation Fees listed in the table are the maximum Activation Fees per Card (according to its denominated value) payable by the purchaser at the time of purchase. The Activation Fee actually charged in connection with the sale of a Card may be less than the amount in the table and will depend upon the place of Card purchase. Subject to any applicable law, we may deduct from the Card value any government duties, taxes, rates or charges now or in the future charged upon or in relation to the use of your Card or transactions deducted from the Card Value, whether or not you are primarily liable for such duties, taxes, rates or charges.

\$50 Card Activation* Fee	\$5.00
\$100 Card Activation Fee	\$7.00
\$250 Card Activation Fee	\$7.00
Foreign Currency Transaction Fee	2.5% of the transaction value applies when you make a transaction on your Card in a currency other than Australian dollars (AUD) or you make a transaction on your Card in any currency (including AUD) that is processed by a card scheme or billed by the merchant outside of Australia.

*This is the maximum activation fee per Card (according to its denominated value) payable to the purchaser at the time of the purchase. The actual fee may be less than the amount charged at the point of sale and will depend on the place where the Card was purchased.

14. Information About Your Right to Dispute Transactions and Make Complaints. For disputed transactions with your Card, you should contact us immediately by calling +61 (07) 5660 6022. Mastercard Scheme Rules impose time limits after the expiry of which our ability to dispute a transaction on your behalf may be lost. We may not be responsible for any loss to you where it can be shown that you have unreasonably delayed notifying us. If you have a complaint about the Card or our services, please contact us by calling +61 (07) 5660 6022. We will acknowledge your complaint promptly, either verbally or in writing and do our best to resolve it straight away. If we can’t resolve your complaint within 5 business days, we will provide you with a written response providing the final outcome no later than 30 days. We aim to resolve all complaints within 21 days. However, in some cases it may take up to 30 days. Your complaint may take a little longer to assess if we need more information or if your complaint is complex. In all cases, we’ll keep you updated on the progress. You can ask for information about how we manage complaints in alternative formats and languages upon request by calling +61 (07) 5660 6022. If you have a hearing or speech impairment, you can access additional support through the National Relay Service on 1300 555 727. If you are not satisfied with our response, you may lodge a complaint with the Australian Financial Complaints Authority (AFCA). AFCA provides free and independent financial services complaint resolution and can be contact on Website: www.afca.org.au Email: info@afca.org.au Phone 1800 931 678 (free call) Mail: GPO Box 3, Melbourne VIC 3001. Time limits may apply to complain to AFCA and so you should act promptly or otherwise consult the AFCA website to find out if or when the time limit relevant to your circumstances expires. To contact the Issuer, Heritage and People’s Choice

Limited, about your complaint: Phone: Australia: 1800 797 799 (free call) Overseas: +61 (07) 4690 9000
Website: www.heritage.com.au Email: complaints@heritage.com.au Mail: Heritage Bank, Reply Paid
190, Toowoomba QLD 4350

15. ePayments Code

The Issuer is a subscriber to the ePayments Code. The Issuer warrants that for as long as it remains a subscriber to the ePayments Code, it will comply with it in our dealings with you relating to the Card.

16. Amendment and Cancellation. We reserve the right to change the terms and conditions of this Agreement. Except where we are required by law or a Code to do so, you will not receive advance personal notice of such changes. Changes will be notified via www.colesmastercardbalance.com.au. Any such amendment shall be effective at the time advised on that website. The current Agreement is available at www.colesmastercardbalance.com.au.

17. Privacy and Confidentiality. We may collect personal information about you to verify your address for Internet, mail, and phone order purchases. We may also collect personal information in the event you raise a dispute with us regarding a transaction, in which case certain personal information will be collected and used for the purpose of resolving your dispute. This information may be disclosed to our contractors and to other service providers some of whom may be outside Australia. You can access any personal information that may be collected by calling Customer Service at +61 (07) 5660 6022. You agree that from time to time, without further notice to you, we may monitor and/or record telephone calls and electronic communications between you and us to assure the quality of our customer service or as required by applicable law.

We may disclose information to third parties about your Card or the transactions you make:

1. where it is necessary or helpful for completing transactions;
2. in order to verify the existence and condition of your Card for a third party, such as a merchant;
3. to utilise the services of third parties and affiliate entities who assist us in providing the Card and related services;
4. in order to comply with a government agency, court order, or other legal or administrative reporting requirements;
5. if you consent by giving us your written permission;
6. if you owe us money or there are legal proceedings in connection with your Card, in which case information may be relayed to attorneys, accountants, collection bureaus, financial institutions, and others involved in collection, adjustment, settlement or reporting;
7. in order to prevent, investigate or report possible illegal activity;
8. in order to issue authorisations for transactions on the Card;
9. as permitted by applicable law;
10. to our employees, auditors, affiliates, parent and subsidiary companies, service providers, or attorneys as needed; or
11. otherwise as necessary to fulfill our obligations under this Agreement.

18. Customer Service. For customer service or additional information regarding your Card, please contact us at: Mastercard Gift Card Customer Service at +61 (07) 5660 6022. Customer Service agents are available to answer your calls twenty-four (24) hours a day, seven (7) days a week.

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