

# VISA Gift Card Terms & Conditions

**IMPORTANT: KEEP YOUR VISA CARD SECURE. LOST OR STOLEN VISA CARDS MAY NOT BE REPLACED OR REFUNDED. If your VISA Card is lost or stolen, we may be able to stop your Card value being used, but require the card number, original balance and expiry date.**

## GENERAL INFORMATION

These Conditions of Use govern the use and operation of your VISA gift card (VISA Card). Your VISA card is issued to you by Indue Limited ABN 97 087 822 464 ("Indue"), at the request of Cards4all Pty Ltd ABN: 99 118 809 886 ("The Distributor"). Indue is an authorised deposit-taking institution and a member of Visa.

By acquiring this Visa Card, you accept these Conditions of Use. If you give this Visa Card to some-one else, you must tell them that by accepting the Visa Card, they will be accepting these Conditions of Use.

In these Conditions of Use, "you" refers to the person who acquires the Visa Card, whether by purchasing the Visa Card or receiving the Visa Card as a gift, and "us", "we" or "our" refers to Indue.

The Distributor is the distributor and promoter of your Visa Card. The Distributor is also responsible for providing certain cardholder services to you. These services include providing you with your Visa Card, providing lost and stolen services and assisting you with any enquiries you may have regarding the use of your Visa Card.

## INFORMATION ABOUT YOUR VISA CARD

After acquiring your Visa Card, you may be required to activate your Visa Card before being able to use your Visa Card. If requested to activate your Visa Card, you will need to go online at [www.cards4all.com.au/visa-gift-card-activation/](http://www.cards4all.com.au/visa-gift-card-activation/) and follow the prompts.

After activation of your Visa Card, your Visa Card can be used to make purchases and payments at Eftpos devices, telephone and online, wherever Visa gift cards are accepted, if sufficient value is stored on your Visa Card.

Your Visa Card cannot be used to withdraw cash at ATMs, redeem cash or be used to make direct debit or recurring or regular instalment payments. Such attempted unauthorised use may result in your Visa Card being suspended or cancelled and you may not be able to access any value remaining on the Visa Card.

**Some merchants may choose not to accept your Visa Card. You should always check with the merchant that it will accept your Visa Card before you attempt to purchase any goods or services.**

Merchants in the EU are prohibited from accepting certain anonymous gift card (e.g. if the purchase amount or the face value of the gift card is above a certain amount). These regulations may change at any time, so you should check the EU merchants if they will accept the gift card. We may also exclude categories to merchants without notice for security or regulatory reasons.

Your Visa Card is not reloadable. This means that additional funds cannot be added to your Visa Card.

Visa gift cards are not legal tender, credit cards, account cards, debit cards or securities. All Visa gift cards remain the property of Indue.

To help prevent unauthorised use on your Visa Card, sign the back of your Visa Card after acquiring it.

## USING YOUR VISA CARD

To redeem value by using your Visa Card:

1. For EFTPOS transactions: swipe the Visa Card through the EFTPOS equipment, select CREDIT and then either provide your signature to the merchant or enter your PIN code.
2. For online or telephone transactions: enter or provide your card number, expiry date and the 3-digit code found on the back of your Visa Card.

Your PIN code can be found on the rear of the card.

You do not need to use the whole Visa Card value in one transaction.

Before using your Visa Card, check the balance of your Visa Card online at

<https://giftcards.indue.com.au/VisaC4all/> . You should ensure there is sufficient value available on your Visa Card for the cost of the purchase.

Change will not be given by merchants for purchases using your Visa Card. You cannot make transactions that exceed the available balance of your Visa Card. You must check with the merchant if and how you can make a purchase that exceeds the available balance by paying for the difference using other means.

Merchants may impose their own restrictions on the use of your Visa Card, such as minimum payment amounts.

All transactions conducted overseas will be converted into Australian dollars. Transactions will either be converted directly into Australian dollars or will be first converted from the currency in which the transaction was made into US dollars and then converted to Australian dollars by Visa Worldwide PTE Ltd ("Visa"). THE CONVERSION RATE USED IS EITHER:

- a wholesale market rate selected by Visa from the range of wholesale rates available in wholesale currency markets for the applicable processing date, which may vary from the rate Visa receives; or
- the government-mandated rate in effect for the applicable processing date.

A Currency Conversion Fee is payable by you when you make a transaction on your Visa Card in a currency other than Australian dollars. A Currency Conversion Fee may also be payable if you make a transaction on your Visa Card in any currency (including AUD) that is processed by a card scheme or financial institution or billed by the merchant outside of Australia. It may not always be clear, particularly when purchasing online, that the merchant, financial institution or card scheme processing is located outside of Australia.

**Currency Conversion Fee:** 3.5% of the total amount of each relevant transaction. This fee includes an amount payable by us to Visa. The fee is a percentage of the converted AUD amount shown on your transaction history, payable and deducted from your Card at the same time you make a transaction using your Card in a currency other than Australian dollars, or you make a transaction using your Card in any currency (including AUD) that is processed by a card scheme or financial institution or billed by the merchant outside of Australia.

Note: Refunds in currencies other than Australian dollars are converted to Australian dollars as at the date they are processed by Visa using exchange rates determined by them. This may lead to the refund being converted using an exchange rate different from the one used to convert the original purchase. The converted Australian dollar amount appears on your transaction history as the transaction amount.

You must not use your Visa Card for any unlawful purpose, including the purchase of goods or services prohibited by the laws of Australia and/or the laws of the location where the Visa Card is used or where the goods or services are provided. Should your Visa Card be used for unlawful purposes, your Visa Card may be suspended or cancelled, and you may not be able to access any value remaining on your Visa Card.

## EXPIRY

Your Visa Card will expire on the date shown on the front of your Visa Card. On the expiry of your Visa Card, any balance that remains after the expiry date will not be available for use and will be forfeited by you and become the property of the Distributor.

## LOSS OF YOUR VISA CARD

Ensure you keep your Visa Card secure. Anyone holding the Visa Card can use its value to make purchases. You are responsible for all transactions on your Visa Card, except those that are as a result of Indue or the Distributor's employees or agent's fraud or negligence. If your Visa Card is lost or stolen, or you suspect an unauthorised transaction, immediately report this to the Distributor by calling 1300 69 10 66.

We may (at our discretion) replace a faulty, lost or stolen Visa Card. **Any replacement Visa Card will have the same unused value (at the time of replacement) and original expiry date.** call 1300 69 10 66.

## DISPUTES AND ENQUIRIES

If you have any enquiries or complaints in relation to your Visa Card, you should, in the first instance, contact the Distributor. If you cannot resolve the complaint with the Distributor, you should contact Indue. The contact details for the Distributor and Indue are set out below.

We have the ability in certain circumstances to investigate disputed transactions which occur on your Visa Card and attempt to obtain a refund for you. In accordance with the Visa scheme rules, our ability to investigate a disputed transaction on your behalf is limited to the time frames imposed pursuant to the Visa scheme rules. The maximum timeframes vary between 75 days and 120 days, so it is important that you notify us as soon as you become aware of a disputed transaction.

## OTHER GENERAL CONDITIONS

Indue may assign its rights or transfer these Conditions of Use to another person where such assignment is to a related party or distributor where such distributor has similar or more fair dispute resolution procedures than Indue. If Indue transfers or assigns the rights under these Conditions of Use, it will provide you with at least 60 days' notice on the website <https://cards4all.com.au/visa-gift-card-terms-conditions/>. These Conditions of Use will apply to the transferee or assignee as if it were named as Indue.

We may only change, add to or delete the terms and conditions set out in these Conditions of Use if we provide you with at least 30 days' notice of the change or variation. Such changes will be published on <https://cards4all.com.au/visa-gift-card-terms-conditions/>. We may only change these terms and conditions in a way that materially reduces or limits your rights under these terms and conditions if we are required to do so by law, where such changes are imposed on us by third party providers (including Visa) or where the change is required to protect our legitimate commercial interests.

If you provide personal information to Indue, you consent to Indue disclosing your personal information to third parties that: (a) facilitate transaction investigation and assist with identification of suspicious or fraudulent transactions; (b) are our outsourced service providers (for example, data switches); (c) are regulatory bodies, government agencies, law enforcement bodies and courts; and (d) are participants in the payment system and other financial institutions for the purpose of resolving disputes, errors or other matters arising from your use of your Visa Card.

You acknowledge that information and details relating to use of your Visa Card may be processed in countries outside of Australia. As at the date of these Terms and Conditions, such countries may include the United States, Israel, Spain, United Kingdom and the Netherlands. Your use of your Gift Card signifies your agreement to the fact that your card and transaction details may be processed outside Australia.

For details on how you may access and seek correction of any personal information Indue holds about you, please refer to Indue's Privacy Policy available at [www.indue.com.au](http://www.indue.com.au). This contains details on how Indue deals with any personal information it collects in accordance with the Privacy Act 1988 (Cth) and the Australian Privacy Principles. For details on how you may complain about a breach of the Australian Privacy Principles and how Indue deals with complaints, please refer to the Privacy Policy. If you would like a copy of the Policy to be sent to you, please contact Indue on the phone number below.

The issuer of the Visa Gift Card is Indue Ltd ABN 97 087 822 464 ("Indue"). Cards4all Pty Ltd ABN 99 118 809 886 is a distributor of the issuer Indue based in Brisbane, Australia.

**Card Issuer:**

**Indue**

**PO Box 5389**

**WEST END QLD 4101**

**Phone: 1300 671 819**

**[www.indue.com.au](http://www.indue.com.au)**

**Head Office: Brisbane**

**Card Distributor: Cards4all Pty Ltd**

**PO Box 280**

**TUGUN QLD 4224**

**[www.cards4all.com.au](http://www.cards4all.com.au)**