

# IMPORTANT DOCUMENTS

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# PRODUCT DISCLOSURE STATEMENT

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Dated 15 June 2022 V1.0

## Introduction

### Glossary

Please refer to the glossary in this Product Disclosure Statement (PDS), which includes definitions of important terms used in this PDS.

Terms that have definitions in the glossary typically start with a capital letter to help make them stand out.

### About this Product Disclosure Statement

This PDS has been prepared by Cuscal Limited ABN 95 087 822 455 AFSL 244116 (“Cuscal”, “we”) as a requirement under the Corporations Act 2001. This is an important document designed to assist you in deciding whether to acquire the financial product to which it relates – the reloadable eftpos card (“Product”, “Card”).

This PDS contains important information about the Product. It sets out the Terms and Conditions that apply to the Product, and key features and risks of the Product.

This PDS is set out in two parts. The first part contains information about the Product, including its significant features, benefits and risks, and the second part contains the Terms and Conditions that apply to the Product.

The Terms and Conditions form part of this PDS.

It is important that you read and understand this PDS, including the Terms and Conditions. It is a legal document containing important information to assist you to decide whether the Product is right for you. You should retain a copy of the PDS for future reference.

The information in this PDS does not take into account your individual goals, objectives, financial situation or needs. Any advice in this PDS is general advice only. Before acting on the information set out in this PDS, you should consider the appropriateness of any general advice and obtain independent professional advice in relation to your circumstances before acting on it.

This PDS is dated 15th June 2022.

## Parties involved in distribution of the Product John Edmondson VC Memorial Club Limited

John Edmondson VC Memorial Club Limited ABN 59 112 321 445 (“Club Liverpool”) has arranged for Next Payments Pty Ltd ABN 59 160 985 106 (“NEXT”) to make the Product available to its members. Club Liverpool acts as an authorised representative of NEXT (authorised representative no. 001295478) and is authorised by NEXT primarily to assist with certain distribution services. When providing financial services in relation to the Product, Club Liverpool acts on behalf of NEXT.

Club Liverpool is not the issuer of the Product. If you acquire the Product, you do not enter into any contractual relationship with Club Liverpool. Club Liverpool is not responsible for and does not guarantee any Card or your ability to access any prepaid value or to use the Card.

Club Liverpool can be contacted by phone on (02) 9822 4555.

### Next Payments Pty Ltd

Next Payments Pty Ltd ABN 59 160 985 106 (“NEXT”) is the holder of Australian Financial Services Licence (“ASFL”) no. 474743. Under its AFSL, NEXT is authorised to provide financial services including arranging for the issue of non-cash payment facilities such as the Product. When providing financial services in relation to the Product, NEXT acts on its own behalf.

NEXT provides services to Cuscal in relation to the distribution, management and administration of the Product directly with cardholders.

NEXT is not the issuer of the Product. If you acquire the Product, you do not enter into any contractual relationship with NEXT. NEXT is not responsible for and does not guarantee any Card or your ability to access any prepaid value or to use the Card.

NEXT can be contacted by phone on 1300 659 918.

### Cuscal Limited

Cuscal Limited ABN 95 087 822 455 (“Cuscal”) is the issuer of the Product. If you acquire the Product, you enter into a contract with Cuscal. The terms of the contract are in the Terms and Conditions section of this PDS.

Cuscal is an Authorised Deposit-taking Institution (“ADI”), a member of eftpos, and is the holder of AFSL no. 244116. Under its AFSL, Cuscal is authorised to provide financial services including issuing non-cash payment facilities such as the Product. When providing financial services in relation to the Product, Cuscal acts on its own behalf. The balance of your funds, represented by the value stored on your Card, will be held by Cuscal as a liability owing to you. Cuscal is responsible for the settlement of

transactions effected through the use of the Product but may outsource these functions to service providers.

Cuscal is paid fees by NEXT for the services it provides as the issuer. Cuscal takes full responsibility for the whole of this PDS, including the Terms and Conditions.

Cuscal can be contacted at:

- Phone: 1300 650 501
- Address: GPO Box 4720, Sydney NSW 2001
- Email: calldirect@cuscal.com.au

Club Liverpool (Card Distributor), NEXT (Service Provider) and Cuscal (Product Issuer) are unrelated companies.

### **Availability of the Product**

You may obtain the Product only if you are 18 years or over. You must have a residential address in Australia and satisfy identification requirements.

### **General description of the Product and the Card**

The Product provides a reloadable prepaid eftpos branded card, linked with a membership loyalty program.

The Product allows you to:

- Redeem loyalty points.
- Load funds onto your Card.
- Use the Card to transact with merchants who accept prepaid eftpos cards.

The Product is not a credit card and is designed for personal use only and is not suitable for business or corporate purposes.

### **Significant benefits**

The significant benefits of the Product are:

- The Card is an eftpos card that can be used to buy goods and services from merchants in Australia who accept eftpos prepaid cards.
- The Product is reloadable, which means that you can add extra funds to it using a variety of load methods.
- The Card accesses only the value that you have loaded to Available Balance.
- The ability to convert loyalty points into Australian dollars as a cash load to your eftpos prepaid card. Points will be converted at the following rate: 1 point = \$0.01.
- It is not a credit card, and you will not pay interest on balances.

### **Significant risks**

The significant risks associated with the Product include:

- We may decline a transaction, suspend or cancel your Card or Product at any time.
- 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 Product outlined in this PDS.
- Unintended transactions can happen if electronic equipment with which the Card is being used is operated incorrectly or incorrect details are entered.
- 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.
- The Card could be lost, destroyed or stolen.
- You might not be able to get your money back if Unauthorised Transactions or mistaken transactions occur.
- You will not earn interest on any amount you deposit into the Product.
- Money loaded onto the Card cannot be withdrawn as cash, and if not spent as purchases, may only be withdrawn by cancelling the Product. This can take up to 15 days to be returned.
- The ability to transfer points from your loyalty program to load to the Card is dependent on Club Liverpool making a prepayment to Cuscal. Accordingly, if there is a delay in the transfer of value, the request to transfer points may be declined.
- The Available Balance is not backed by a deposit account with either NEXT or Cuscal even though Cuscal is an ADI. In the unlikely event that Cuscal were to become insolvent, your Available Balance will not be protected by the Financial Claims Scheme.

### **ePayments Code**

We will comply with the requirements of the ePayments Code, even though we are not currently a subscriber to the ePayments Code, to the extent that the ePayments Code would apply if we were a subscriber.

### **Other important information**

There are some other important things that you need to be aware of about the Product:

- The Product is designed exclusively for electronic use. The method of communication that we will use to give you information, including information under the ePayments Code, will be electronic communication. Therefore, you must ensure your email address and mobile number details are correct and you notify us of any changes. See section 25 'Communications' of the Terms and Conditions for more information.
- You may access your Available Balance when at POS terminals by pressing the 'Savings' [SAV] button.
- A Card accesses only the value that you have loaded to Available Balance. It is not a credit card.

## Queries and complaints

If you have a query about the Product, you should initially refer to the Frequently Asked Questions section found within the Website.

You may also direct the query to NEXT Customer Assistance, available via:

- Phone: 1800 270 646, 24 hours a day, 7 days a week.
- Email: [nextcard@nextpayments.com.au](mailto:nextcard@nextpayments.com.au)

Sometimes you may want to talk about problems you are having with the Product or with NEXT. Fixing these problems is very important and NEXT has put in place ways of dealing with your issues quickly and fairly.

Please talk to NEXT first. NEXT aims to resolve your complaint at your first point of contact with us.

## What to do if you have a problem or dispute

If you have a complaint relating to the Product, you should contact NEXT Customer Assistance Team who are available 24 hours a day, 7 days a week, from anywhere in Australia, by Phone on 1800 270 646 or via:

- Email: [nextcard@nextpayments.com.au](mailto:nextcard@nextpayments.com.au)
- Address: 4/148 Chesterville Road, Cheltenham VIC 3192

NEXT has in place their own internal dispute resolution procedures. If your complaint is about NEXT, you may contact them using the contact details provided above. Depending on the nature of your complaint, NEXT will deal with the complaint according to its internal dispute resolution procedures and the ePayments Code, where the complaint relates to a transaction covered by the ePayments Code.

NEXT will seek to resolve your complaint within 21 days.

## Complaints to Cuscal

Cuscal has in place their own internal dispute resolution procedures. If your complaint is about Cuscal, you may contact them using the details below. Depending on the nature of your complaint, Cuscal might refer it to NEXT or otherwise they will deal with the complaint according to their internal dispute resolution procedures and the ePayments Code where the complaint relates to a transaction covered by the ePayments Code.

Cuscal can be contacted at:

- Phone: 1300 650 501
- Address: GPO Box 4720, Sydney NSW 2001

## External dispute resolution service

If you have made a complaint to Club Liverpool, NEXT or Cuscal and such complaint is not answered to your satisfaction or within 30 days, you may raise the

matter directly with the Australian Financial Complaints Authority (AFCA). Their contact details are as follows:

- Phone: 1800 931 678 (free call)
- Fax: 03 9613 6399
- Address: GPO Box 3, Melbourne VIC 3001
- Email: [info@afca.org.au](mailto:info@afca.org.au)
- Website: [www.afca.org.au](http://www.afca.org.au)

Please note that AFCA may refer your complaint back to NEXT or Cuscal if it has not first been investigated by NEXT or Cuscal.

The period of 30 days may be extended in exceptional circumstances or where NEXT or Cuscal decide to resolve the complaint under the AFCA rules. However, and in the interim, you can lodge a complaint with AFCA. Time limits to lodge complaints to AFCA can apply, and you should check AFCA's website for clarity.

## Terms and Conditions

### 1. Introduction

These Terms and Conditions govern the use of the Product and any Card. Please read them carefully and keep a copy for your records.

You will be considered to have agreed to be bound by these Terms and Conditions if you activate a Card.

Both the Product and your Card must be activated before it can be used.

By agreeing to these Terms and Conditions, you agree that you are financially responsible for all uses of your Card, except where stated otherwise in these Terms and Conditions.

By agreeing to these Terms and Conditions, you also:

- Acknowledge that you have been given a copy of the PDS; and
- Acknowledge and agree to the information and disclosures contained in the PDS.

We are not currently a subscriber to the ePayments Code but we warrant that we will comply with the ePayments Code in our dealings with you relating to the Product to the extent we would be required to do so if we were a subscriber to the ePayments Code.

All amounts of money stated in these Terms and Conditions are in Australian dollars.

In these Terms and Conditions, the singular includes the plural and vice versa.

References to days, times or periods of time in these Terms and Conditions are reckoned according to the Australian Eastern Standard Time.

## 2. Acquiring the Product

To acquire this Product you must be a member of Club Liverpool.

When acquiring the Product, you will need to provide to Club Liverpool a valid form of identification so that your identity can be verified.

## 3. Cards

When you acquire the Product, you will be issued with a single Card. The Card will provide eftpos prepaid card capabilities.

There must be a sufficient Available Balance before a Card can be used. That is, the Available Balance must be equal to, or exceed, the amount of any purchase to enable that purchase to proceed.

The Card is not a credit card, and we do not advance funds to enable purchases or withdrawals.

The Card remains the property of Cuscal and you must surrender it to us or our agent if we or our agent asks for it to be surrendered.

You must not give your Card to anyone else.

## 4. Activation of Cards

The Product and the Card must be activated before you can use a Card.

Activation of a Card can be done via the following channels:

- Website
- Interactive voice response (IVR)
- Club Liverpool customer service desk

## 5. Use of the card and your responsibilities

A Card can be used anywhere that the Card is accepted to pay for goods and services.

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 reasonable costs or interest we incur in recovering or attempting to recover from you the amount you owe us.

If a Negative Balance arises, that does not mean that a Negative Balance will be allowed to arise or be increased on subsequent occasions.

We may restrict or stop the use of a Card or the Product if excessive use of a 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 the 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 can complete and return the Dispute Resolution Form available on the Website or contact NEXT via Customer Assistance and follow our dispute resolution process. You should not contact eftpos.

If you are entitled to a refund for any reason relating to a transaction, you agree to accept the refund under the policy of that specific merchant. Refunds may be in the form of a credit to your Available Balance or in store credit.

We are not liable in any way when authorisation is declined for any particular transaction, regardless of the reason.

You are responsible for all transactions using a Card, other than as stated elsewhere in these Terms and Conditions (for example, see section 13 Liability for Unauthorised Transactions).

You must not permit anyone else to use your Card. If you do, you will be responsible for any transactions initiated by that person with the Card.

You may not make pre-authorized regular payments through the use of a Card.

## 6. Funds Credit

Funds Credit can be loaded only as specifically provided in these Terms and Conditions. This is not a facility by which Cuscal takes deposits from you.

If you have an account with an Australian financial institution which supports direct entry payments through the Bulk Electronic Clearing System you can register your BSB and account number via the Website to conduct one time or scheduled bank transfers. Separate terms and conditions will be provided to you for that service and you will need to accept the agreement for that service in order to register your bank account via this facility.

You can load Funds Credits by using BPAY®. BPAY is an electronic payment service by which payments can be made through a number of Australian banks, building societies and credit unions. To load Funds Credits by BPAY, you may need to register for internet or phone banking with your financial institution. Your financial institution may charge transaction fees relating to Funds Credits transmitted by BPAY. For more information, please visit your financial institution's website.

You can also load Funds Credits by converting loyalty points to Australian dollars.

We do not charge a fee for card loads or reloads.

Any communication method to allow you to load Funds Credits is dependent upon our receiving your instruction via that communication method and is



subject to interruptions or delays that the communication method may experience from time to time. We take no responsibility for any delay or failure in the communication method.

Club Liverpool may also load Funds Credits to your Available Balance based on Promotions. The value of the Funds Credits will be dependent on the prize value of the specific Promotion being run within the venue at that time. Promotions are managed under the Club Liverpool Club Ltd Membership and Loyalty Terms and Conditions.

Funds Credit by Funds Transfer will become part of your Available Balance within 24 hours from the time your financial institution confirms funds are available in your bank account.

Funds Credits by BPAY will become part of your Available Balance within 72 hours from the time the Funds Credit was initiated.

Funds Credits by points conversion will immediately become part of your Available Balance.

Promotions will become part of your Available Balance on approval of the Funds Credit by Club Liverpool.

Transaction Limits	Limits (AUD)
Minimum Single Funds Credit: <ul style="list-style-type: none"> <li>• BPAY</li> <li>• Funds Transfer</li> <li>• Loyalty Points Conversion</li> <li>• Promotions</li> </ul>	\$20.00 \$20.00 \$20.00 \$10.00
Maximum Single Funds Credit (as long as it does not cause the Available Balance to exceed maximum Available Balance specified below): <ul style="list-style-type: none"> <li>• BPAY</li> <li>• Funds Transfer</li> <li>• Loyalty Points Conversion</li> <li>• Promotions</li> </ul>	\$2,500.00 \$2,500.00 \$2,500.00 \$2,500.00
Maximum Daily Funds Credit	\$4,999.00
Maximum Available Balance	\$4,999.00
Maximum Aggregate Funds Credit	\$50,000.00
24 Hour POS Transaction Limit	\$4,999.00
24 Hour Spend Limit (inclusive of all channels)	\$4,999.00

Maximum Aggregate Funds Credit is based on a rolling 12-month period. The rolling 12-month period is counted backward from the date of your most recent Funds Credit.

## 8. Fees

You agree to pay the fees set out in these Terms and Conditions.

Whenever any of those fees is incurred or becomes payable, you authorise us to deduct it from the Available Balance and reduce the Available Balance accordingly. Any fees payable in relation to a transaction will be added to the amount of that transaction, and the total amount will be deducted together.

All fees are expressed in Australian dollars and are inclusive of any applicable GST.

Set out below is a table of the fees and charges payable to us. Cuscal collects these fees on behalf of NEXT.

Consumer Fees	Amount (AUD)
Card Replacement Fee (lost / stolen, damaged, not renewal)	\$10.00
Statement Fees <ul style="list-style-type: none"> <li>• Electronic Statements</li> <li>• Archived Statement Request (per statement)</li> </ul>	\$0.00 \$10.00
Dispute Handling Fee (only charged where dispute is not resolved in customers favour)	\$20.00



## 9. Limitations on use of Cards

The following limitations apply to use of your Cards:

- A Card may not be used for, and authorisation may be declined for, any illegal transactions. Authorisation will also be declined for any internet gambling transactions and money transfers.
- When using a Card with some merchants (such as hotels, rental cars, restaurants and cruise ships) or for mail order purchases, Card “tolerance limits” may apply. This means that the merchant may obtain an authorisation or approval on a Card for an amount up to 20% more than the total bill (or anticipated bill) to cover additional items such as tips and incidentals or to ensure that adequate funds are available to cover the final purchase. The entire amount of the authorisation or approval will be debited and will not form part of the Available Balance until the authorisation or approval clears, although only the amount actually spent will be finally deducted from the Available Balance after the authorisation or approval clears. The amount by which the authorisation or approval exceeded the final purchase amount will be added back to the Available Balance when the authorisation or approval clears.
- There is no cash withdrawal via ATMs or cash out at POS available on the Product.
- Some merchants may choose not to accept eftpos cards.

Periodic transaction limits apply to the Product. These limits are as follows:

- Total POS/EFTPOS purchases in a 24-hour period are limited in aggregate value to AUD \$4,999.
- Merchants may impose additional limits.

## 10. Personal identification number (PIN)

The PIN for a Card will be set at the time of Activation of the Card.

You may change the PIN for a Card either via:

- Website
- Interactive voice response (IVR)
- Club Liverpool customer service desk

If you forget a PIN, please go to the Website and follow the steps for PIN reveal.

Should an incorrect PIN be entered three times when a transaction is attempted using a Card, the Card will be temporarily suspended. Please go to the Website to reset your PIN try counter, alternatively the Card temporary suspension will automatically be removed the next calendar day.

## 11. Security of Cards and PINs

Because anyone who has your Card and PIN can make transactions on your account, you must take special care to protect them.

To protect your Card you must:

- Carry it with you whenever you can;
- Regularly check that you still have your Card;
- Not give your Card to anyone else, including a family member or friend.

To protect your PIN, you must:

- Try to memorise it;
- Destroy our letter telling you your PIN (if applicable);
- Not write or record a PIN on your Card, even if it is disguised;
- Not keep a record of your PIN with or near your Card;
- Not share your PIN with anyone, including family members, friends and our staff;
- Make sure that nobody watches you enter your PIN at Electronic Banking Terminals;
- Never enter your PIN in an Electronic Banking Terminal that does not look genuine, has been modified, has a suspicious device attached to it or is operating in a suspicious manner;
- Make sure that you do not leave anything behind when you complete a transaction, including leaving your Card unattended in or at an Electronic Banking Terminal;
- Notify us immediately if your PIN mailer has not been received intact, or if a PIN change has taken place without being requested.

If you make a record of your PIN, you must either take reasonable steps to prevent unauthorised access to the record or ensure the record is reasonably disguised. We do not consider that you have made a reasonable attempt to disguise a PIN if you only:

- Record it in reverse order;
- Record it as a series of numbers with any of them marked to indicate the PIN;
- Record the PIN as a telephone number with the PIN in its correct sequence anywhere within the telephone number;
- Record the PIN as a telephone number where no other telephone numbers are recorded;
- Disguise the PIN as a date or as an amount.

There may be other forms of disguise which may be similarly unsuitable because of the ease of another person working out your PIN.

You must not act with extreme carelessness in failing to protect the security of your PIN. Extreme carelessness is a degree of carelessness that greatly exceeds what would normally be considered careless behaviour. (An example

of extreme carelessness is writing your PIN on your Card.)

You must not select a numeric PIN that represents your birth date or an alphabetical PIN that is a recognisable part of your name, because the consequences of doing so are that the PIN is more likely to be easily guessed and could result in Unauthorised Transactions.

You must promptly notify us if:

- A Card is misused, lost or stolen; or
- A Card is damaged or not working properly; or
- The security of a PIN is breached in any way; or
- There has been an Unauthorised Transaction in respect of your Product; or
- There is reason to believe any of the above might occur or might have occurred.

If there is an unreasonable delay in giving this notification, you may be responsible for the losses occurring as a result of the delay.

The notification can be made by phone to Customer Assistance, 24 hours a day, 7 days a week. The notification must then be confirmed in writing. We may require the written confirmation to be made on a particular form or sent to a particular address.

## 12. Replacement of Cards

You may request a replacement for a Card if it is misused, damaged, lost or stolen, but we reserve the right, in our sole discretion, to decide whether to issue a replacement Card. A replacement Card fee applies (see section 8 'Fees'). We do not have to issue a replacement Card if you have failed to comply with the law or these Terms and Conditions, if we believe that doing so may cause loss to you or us, if we suspect that the Product has been used illegally or if there is a legal restriction on our issuing the replacement Card.

In order to request a replacement Card, please attend the Club Liverpool customer service desk where staff will arrange a replacement Card for you.

## 13. Liability for Unauthorised Transactions

Your liability for losses arising from Unauthorised Transactions will be determined under the ePayments Code.

You are not liable for loss resulting from an Unauthorised Transaction where it is clear that you have not contributed to the loss.

You are not liable for loss resulting from an Unauthorised Transaction if the cause of the loss is:

- Fraud or negligence by an employee or agent of Cuscal, a third party involved in networking arrangements, or a merchant or their employee or agent; or
- A Card, identifier or PIN which is forged, faulty, expired or cancelled; or

- A transaction requiring the use of a Card and/or PIN that occurred before you received the Card and/or PIN (including a reissued Card and/or PIN); or
- A transaction being debited more than once to the Available Balance; or
- An Unauthorised Transaction performed after we have been informed that a Card has been misused, lost or stolen, or that the security of a PIN has been breached.

You are not liable for loss resulting from an Unauthorised Transaction that can be made using an identifier without the Card or a PIN. Where a transaction can be made using a Card, or a Card and an identifier, but does not require a PIN, you are liable only if you unreasonably delay reporting the misuse, loss or theft of a Card.

You will be liable for losses arising from an Unauthorised Transaction if we can prove on the balance of probability that you contributed to the loss through fraud or breaching section 11 Security of Cards and PINs 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 a 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 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 the Card or identifier and/or PIN used to perform the transaction.

You will be liable for losses arising from an Unauthorised Transaction if we can prove on the balance of probability that you contributed to the losses by unreasonably delaying reporting the misuse, loss or theft of a Card, or that the security of the PIN has been breached. In those circumstances, you are liable in full for the actual losses that occur between when you became aware of the security compromise, or should reasonably have become aware in the case of a lost or stolen Card, and when you reported the security compromise 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 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 the 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 lesser of:

- AUD \$150;
- the Available Balance; and
- the actual loss at the time that the misuse, loss or theft of a 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 or other periodic transaction limit.

If you report an Unauthorised Transaction, we will not hold you liable for losses arising from the Unauthorised Transaction for an amount greater than your liability if we exercised any rights under the rules of the EPAL scheme, at the time of the report, against other parties to the EPAL scheme (for example, chargeback rights).

## 14. Disputing transactions

In the event you dispute a transaction, we may ask you to provide certain information, complete certain documentation or do certain things, such as make a police report. If we request information from you in relation to the disputed transaction, it is expected that you will supply this within 14 days. If you do not provide us with the information we request within 14 days, we may be unable to process your dispute and the disputed transaction may remain your responsibility.

### Important information about chargebacks

In some circumstances, card scheme rules allow us to charge a transaction on the eftpos card back to the merchant with whom you made the transaction. This is known as a chargeback.

You should report a disputed transaction to us as soon as possible so that we may reasonably claim a chargeback right. Chargeback rights are not available for all types of transactions. If it is available, we will claim a chargeback right for a transaction on your eftpos card if:

- You ask us to do so; and
- You give us the information and material we require to support a chargeback within 210 days from the date of the original transaction;

Otherwise any chargeback right we have may be lost. The eftpos scheme rules impose time limits for initiating chargebacks.

The timeframe for disputing a transaction may not apply where the ePayments Code applies.

## 15. Mistaken transactions

It is your responsibility to correctly enter all information into other system or device with which you undertake a transaction or information request using a Card or Card details, including any transaction amounts. We will not be responsible for the consequences of incorrect data entries.

You will not be liable for loss caused by the failure of a system or device provided by any party to a shared electronic network to complete a transaction accepted by the system or device in accordance with your instructions.

However, where you should reasonably have been aware that the system or device was unavailable or malfunctioning, our liability is limited to:

- Correcting any errors; and
- Refunding any fees or charges imposed on you.

## 16. Transaction history and statements

Periodic statements showing the transactions on your Product and the Available Balance are available on the Website.

You may check the Available Balance and the transaction history in respect of your Product, 24 hours a day, 7 days a week at the Website. If you notice any error (or possible error) in any transaction or statement relating to your Product, you must notify Customer Assistance immediately. We may require you to provide additional written information concerning any error (or possible error).

As required by the ePayments Code, we will give you a statement of transactions performed through the Product at 6-monthly intervals, unless the Available Balance is zero and there were no transactions during the statement period. Statements will be made available electronically on the Website which you can view and print anytime, and we will notify you via email when a new statement becomes available.

You can also ask for a statement to be sent electronically on request via the Website.

## 17. Card renewal and expiry

The Card validity is determined by your period of membership with Club Liverpool. A Card cannot be used should your membership with Club Liverpool lapse or expire.

Club Liverpool will contact you before your Card is due to expire. Should you wish to extend your membership and Card validity then you should attend Club Liverpool to organise a new Card.

If your Card expires with a positive Available Balance, and you don't wish to arrange for a replacement Card,

then subject to section 21 'Available Balance on Product Cancellation', you can request that your Available Balance be returned by following the procedure in section 20 Cancellation of the Product.

## 18. Unclaimed monies

If you have not made a deposit or withdrawal from your Available Balance for seven years and the Available Balance is AUD \$500 or more (or any other amount that the Commonwealth Government advises from time to time), Cuscal may be required to transfer the Available Balance to the Commonwealth Government in accordance with unclaimed monies legislation.

Cuscal will usually notify you before they do this however there may be circumstances where Cuscal is not able to (such as where the record of your email address is no longer current).

You can do a free search of unclaimed money records held by ASIC (on behalf of the Commonwealth Government) through the MoneySmart website: [www.moneysmart.gov.au](http://www.moneysmart.gov.au)

Unclaimed balances under AUD \$500 (or the current threshold for unclaimed monies if this changes) will remain with Cuscal and subject to section 21 'Available Balance on Product Cancellation', will be returned to you within 15 Business Days of completion of the procedure in section 20 'Cancellation of the Product'.

## 19. Cancellation of Cards

You may ask for a Card to be cancelled at any time. If you ask for a Card to be cancelled and we, or our agent, ask you to, you must surrender or destroy the cancelled Card and you must not use the cancelled Card.

We may cancel your 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 the 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 condition of this PDS, including these Terms and Conditions; or
- We suspect the Card has been used illegally.

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

If we cancel a Card:

- You must not attempt to use it; and
- You must, if we ask, surrender or destroy the Card.

## 20. Cancellation of the Product

We may cancel the Product 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 the Product 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 condition of this PDS, including these Terms and Conditions; or
- We suspect the Product has been used illegally.

If we cancel your Product, we will give you notice as soon as reasonably practical afterwards.

You may ask for the Product to be cancelled at any time either at Club Liverpool or by contacting us via the Website.

If the Product is cancelled by you or by us, it means that any Card issued to you is also cancelled. If we or our agent asks you to, you must surrender or destroy the Cards which relate to the cancelled Product and you must not use the cancelled Cards.

On the cancellation of the Product, subject to section 21 'Available Balance on Product Cancellation', we will pay the Available Balance to you within 15 Business Days when:

- We are satisfied that there are no un-cancelled or unexpired authorisations or approvals on a 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; and
- You give us instructions through the Website or Customer Assistance for the payment of the Available Balance.

## 21. Available Balance on Product Cancellation

If your Product is cancelled with a positive Available Balance, subject to law we will determine what means were used to deposit the Funds Credit.

Where your Available Balance originated from BPAY or Funds Transfer you may request that we pay the Available Balance directly to you. Alternatively, the Available Balance, including Funds Credit by points conversion, will be converted to a points balance and credited to your loyalty program at Club Liverpool. The Available Balance will be converted back to points at a rate of \$0.01 = 1 point.

There will be instances where we are unable to determine where your Available Balance originated from. Where this occurs, the Available Balance will be credited to your loyalty program at Club Liverpool. Please read the John

Edmondson VC Memorial Club Limited Membership and Loyalty Terms and Conditions for full details relating to loyalty points.

## 22. Liabilities and disclaimers

To the extent permitted by law, we are not liable:

- If, through no fault of our own, the Available Balance is not enough to cover a transaction; or
- If, through no fault of our own, a terminal or system does not work properly; or
- If circumstances beyond our control prevent a transaction, despite any reasonable precautions having been taken by us; or
- For any loss resulting from any failure due to events outside our reasonable control; or
- For any loss resulting from any system failure or industrial dispute outside our reasonable control; or
- For the way in which any refusal to accept a Card is communicated; or
- For any indirect, special or consequential losses; or
- For any infringement by you of any Australian law; or
- For any dispute between you and the supplier of any goods or services purchased with a Card; or
- If we take any action required by any government, federal or state law or regulation or court order; or
- For any financial loss by you subject to section 21 'Available Balance on Product Cancellation'; or for anything else for which our liability is specifically excluded or limited elsewhere in these Terms and Conditions.

However:

- Your liability for Unauthorised Transactions will be determined according to the ePayments Code (see section 13 Liability for Unauthorised Transactions); and
- We will not avoid any obligation to you under 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 will not exceed the amount of the Available Balance except in relation to:

- Unauthorised Transactions (see section 13 Liability for 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).

Club Liverpool, NEXT and Cuscal do not make or give any express or implied warranty or representation in connection with the Product (including quality or standard of fitness for any purpose), other than as set out in the PDS or 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 that term.

## 23. Privacy and information collection

Information will be disclosed to third parties about you and your Product, or transactions made by you with the Product, whenever allowed by law and also when necessary:

- For completing a transaction; or
- In order to verify the existence and condition of a Card; or
- To utilise services of affiliates who assist in providing a Card or the Product; or
- If you give us permission; or
- If you owe us money; or
- If there are legal proceedings or a complaint in connection with the Product; or
- To protect against potential fraud and other crimes.

Personal information may be collected from you to process your application, provide you with the Product and the Card, and manage the Product and the Card. It may also be used to comply with legislative or regulatory requirements, prevent fraud, crime or other activity that may cause harm in relation to the Product and the Card, and for business administration.

Your personal information also may be collected to satisfy identification requirements under the AML/CTF Laws and such information may be exchanged with verification agencies (which may be overseas).

NEXT's Privacy Policy can be located at <http://nextpayments.com.au/privacy/> which sets out NEXT's guidelines on the management of your personal information. The information NEXT collects may be disclosed to our service providers who do something on our behalf.

You can view Cuscal's Privacy Policy at <https://www.cuscalpayments.com.au/privacy/>.

Our Privacy Policy 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.



## 24. Anti-money laundering and counter-terrorism financing obligations

Each of NEXT and Cuscal are subject to the AML/CTF Laws, which may prohibit them from offering services or entering into or conducting transactions.

Before a Card can be issued, NEXT may be obliged to collect certain identification information from you (and verify that information) in compliance with the AML/CTF Laws, which may be shared with Cuscal. Customer identification information may include detailed 'Know Your Customer' (KYC) information about the Cardholder such as:

- Name; and
- Address; and
- Date of birth; and
- Identification documents.

You should be aware that:

- Each of NEXT and Cuscal is not required to take any action or perform any obligation under or in connection with the Product where identity verification was required and not satisfied, 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. Where transactions are delayed, blocked, frozen or refused, each of NEXT and Cuscal is not liable for any loss you suffer (including consequential loss) howsoever caused in connection with your Product, including your Card;
- Each of NEXT and Cuscal 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, each of NEXT and Cuscal will disclose the information gathered to regulatory and/or law enforcement agencies, each other, other banks, service providers or to other third parties.

You provide each of NEXT and Cuscal the following undertakings and indemnify each of NEXT and Cuscal 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 of any other country; and
- The underlying activity for which your Product, including your Card, is being provided does not breach any Australian law or sanctions of any other country.

## 25. Communications

You agree that we may give notices, information or other communications to you relating to the Product (including information under the ePayments Code such as 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 and satisfying us of your identity. To do this, you can contact Customer Assistance or use the Website.

In addition, we may give notices, information or other communications to you relating to the Product:

- By writing to you at your email, residential or postal address last known to us; or
- By giving it to you personally or leaving it at your residential or postal address last known to us; or
- If the notice or communication is not personal to you – by publishing a notice in a newspaper circulating nationally in Australia.

If we give a notice, information or other communication to you:

- By writing to you – you are taken to have received it when it would be delivered in the ordinary course of the post;
- By giving it to you personally or leaving it for you – you are taken to have received it on the day of delivery; or
- Electronically – you are taken to have received it on the day it is transmitted.

You agree that, for the purpose of communications originated or received by us or Customer Assistance, and for the purpose of electronic communications received by us or Customer Assistance or through the Website, we or Customer Assistance or the operator of the Website:

- May verify your identity by reference to any or all of the information given by you when applying for the Product or during Activation or any changes made to this information; and
- May proceed on the basis that we or they are dealing with you if satisfied by that verification.

You must notify us immediately of any change to your address and other contact details either through the Website or by contacting Customer Assistance. You should also contact Customer Assistance if you change your name. 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 because those contact details have changed and you have not notified us of the new contact details.

We accept no responsibility or liability for late, lost or

misdirected 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.

We may also contact you to inform you of product updates or promotions via your nominated postal address, email address or mobile number. Any communication will be in line with our Privacy Policy, which can be viewed in full on the Website. You can choose not to receive these communications by letting us know via Customer Assistance or via the Website.

## **26. 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; or
- To reflect a change in our systems or procedures, including for security reasons; or
- As a result of changed circumstances (including by adding benefits or new features); or
- To respond proportionately to changes in the cost of providing the Product; or
- To make them clearer; or
- Any other reasonable requirement that necessitates a change to the Terms and Conditions and any information in this PDS.

A change may include, but is not limited to:

- Changing the fees payable under these Terms and Conditions or introducing new fees; or
- Introducing new Terms and Conditions;
- Omitting existing Terms or Conditions; or
- Altering these Terms and Conditions in some other way.

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 the Terms and Conditions, is not materially adverse, we may update such 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 the Card can be used can be made earlier or without notification.

## **27. Parties**

Cuscal has the right to transfer the agreement between you and Cuscal, governed by these Terms and Conditions, at any time.

If Cuscal does this, the party to which the agreement is transferred assumes all of Cuscal's rights and obligations under the agreement. From then on, references in these Terms and Conditions to us are to be read as references to the party to which the agreement was transferred.

You cannot transfer any of your rights or obligations under the agreement.

Cuscal may use service providers or agents to perform any function under the agreement and to exercise any or all of Cuscal's rights.

## **28. 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 NEXT and Cuscal are not responsible for temporary interruptions in service due to failure beyond our or their control including, but not limited to, the failure of interconnecting operating systems, computer viruses, forces of nature, labour disputes and armed conflicts.

## **29. Governing Law**

These Terms and Conditions, the agreement between you and Cuscal (which is governed by these Terms and Conditions) and the Product are governed by and construed in accordance with the laws of New South Wales, Australia.

Any legal proceedings concerning these Terms and Conditions, the agreement between you and Cuscal (which is governed by these Terms and Conditions) and the Product may be conducted in the courts of New South Wales, Australia.



## Glossary

The following terms have these meanings wherever they are used in this Product Disclosure Statement.

**Activation** is what happens when you visit the Club Liverpool customer service desk, Website or call the IVR Number and follow the instructions to activate the Product or a Card so that the Card can be used for transactions.

**AFSL** means Australian Financial Services Licence.

**AML/CTF Laws** means the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth) and the Rules and other subordinate instruments under that Act.

**Available Balance** means in relation to a Card the monetary value recorded by us or our agent as available for transactions using the Card, less any purchases, authorisations, cash withdrawals, fees and charges or other amounts debited under the Terms and Conditions.

**Business Day** means any weekday when a bank is open for business in any State or Territory of Australia. If NEXT is closed for business in your State or Territory but open in other States and Territories then NEXT will still regard that as a Business Day. Saturdays and Sundays are not Business Days.

**Card** means an eftpos prepaid card issued to you by Cuscal with a card number, which can be used to undertake purchase transactions wherever eftpos prepaid cards are accepted, by presenting the card and correctly entering the PIN for the card.

**Cuscal** means Cuscal Limited ABN 95 087 822 455 AFSL 244116.

**Customer Assistance** means 1800 270 646 and any additional or replacement phone number or numbers we notify to you as Customer Assistance numbers for the purposes of these Terms and Conditions from time to time.

**eftpos** means the card scheme owned and administered by EPAL.

**Electronic Banking Terminal** means any authorised terminal or device in which you can use your Card and PIN. This includes:

- Australian bank, building society and credit union automated teller machines in Australia;
- Automated teller machines of other financial institutions in Australia;
- Electronic Funds Transfer at Point of Sale (EFTPOS) terminals.

**EPAL** means EFTPOS Payments Australia Limited.

**ePayments Code** means the ePayments Code released by the Australian Securities and Investments Commission (ASIC) on 1 July 2012, with the current version effective from 29 March 2016, including any subsequent amendments or replacements.

**Funds Credit** means the loading of funds to the Available Balance.

**Funds Transfer** means a transfer of funds or Pay Anyone payment from an account held at an Australian Financial Institution.

**IVR Number** means 1800 270 646 and any additional or replacement phone numbers we notify to you as IVR (Interactive Voice Response) numbers for the purposes of these Terms and Conditions from time to time.

**Negative Balance** means a negative rather than positive Available Balance, arising because the total Funds Credits are less than the amounts debited to the Product.

**NEXT** means Next Payments Pty Ltd ABN 59 160 985 106 AFSL 474743.

**PDS** means this Product Disclosure Statement.

**PIN** means the Personal Identification Number that has been selected by you and which must be used to undertake certain transactions and enquiries using your Card.

**POS** means Point of Sale.

**Product** means the facility for making non-cash payments using a Card.

**Promotions** means members benefits provided through Club Liverpool activities e.g. Bingo, Housie, Pick a Box.

**Terms and Conditions** means the part of this PDS with that heading.

**Unauthorised Transaction** means a transaction that is not authorised by you, but does not include a transaction performed by you or by anyone else who performs the transaction with your knowledge and consent.

**we, us, our** refers to Cuscal.

**Website** means <https://gsl.mycardplace.com/cholder/welcome> and any additional or replacement website we notify to you as the website for the purposes of these Terms and Conditions from time to time.

**Club Liverpool** means John Edmondson VC Memorial Club Limited ABN 31 001 052 80259 112 321 445.

**John Edmondson VC Memorial Club Limited Membership and Loyalty Terms and Conditions** means the terms and conditions found on the Club Liverpool website (<https://www.clubliverpool.com.au>) for the membership and loyalty program.

**you, your** refers to a person who has requested and been (or is to be) issued with the Product and a Card.

**PLATINUM** 

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**FINANCIAL  
SERVICES GUIDE**

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Dated 15 June 2022 V1.0

## The purpose and contents of this Financial Services Guide

This Financial Services Guide (“FSG”) is prepared by Next Payments Pty Ltd ABN 59 160 985 106 (“NEXT”).

Under its Australian Financial Services Licence (“AFSL”), NEXT is authorised to provide financial services including arranging for the issue of non-cash payment facilities such as the eftpos prepaid card (the “Product”).

This FSG is an important document which provides information about the financial services offered by NEXT.

### After reading this FSG, you will know:

- Who we are and how to contact us
- What financial services can be provided to you and how these services will be provided to you
- How we, our Authorised Representative and any other relevant persons may be remunerated
- Whether any relevant associations or relationships exist that may influence our advice
- Our arrangements for compensating clients
- How we maintain personal information, and
- How to access our internal and external complaints handling arrangements.

The content of this FSG is general information only and does not take into account any person’s particular needs, objectives, financial or personal circumstances. NEXT provides no warranty as to the suitability, for any person, of the services outlined in this FSG. If you need advice, you should obtain independent advice from a licensed professional regarding the suitability for your own circumstances before utilising our products and services.

If you need any more information, please contact us. You have the right to ask us about our charges, the type of advice we will provide you, and what you can do if you have a complaint about our services.

### Other documents you may receive

The Product Disclosure Statement (“PDS”) contains information in relation to how the Product works. The purpose of the PDS is to supply information of a general nature only. It is not specific to your goals, objectives, needs or financial situation. The PDS is designed to assist you in making informed decisions about whether the Product is right for you, including information about the costs, benefits, risks and other features of the Product. You may also receive documentation about other products, in which case you should read the PDS for the product so you can make an informed decision prior to acquiring the product.

### About NEXT

NEXT is an AFSL holder, Licence Number 474743. NEXT arranges for the sale and distribution of the Product.

NEXT can be contacted via:

- Phone: 1300 659 918
- Address: 4/148 Chesterville Road Cheltenham VIC 3192
- Email: [nextcard@nextpayments.com.au](mailto:nextcard@nextpayments.com.au)
- Website: [nextpayments.com.au](http://nextpayments.com.au)

NEXT acts on its own behalf at all times when:

- An Authorised Representative arranges for the sales of and provides general financial product advice in relation to the eftpos prepaid card, and
- An Authorised Representative promotes the eftpos prepaid card.

NEXT is therefore responsible for these financial services provided by its Authorised Representatives in relation to the Product.

### What financial services can be provided to you and how these services will be provided to you

NEXT is authorised to provide general financial product advice to retail and wholesale clients in relation to deposit and payment products limited to non-cash payment products, such as the Product.

NEXT is also authorised to arrange for another person to issue, apply for, acquire, vary or dispose of non-cash payment products.

The Product is a reloadable prepaid eftpos branded card, linked with a membership loyalty program at Club Liverpool. You can redeem loyalty points or load the Product with funds to pay for goods and services at eftpos accepting merchants.

The Product will be issued to you after a successful application is processed.

The Product does not offer a line of credit.

### Authorised Representative

Our Authorised Representative for the Product is John Edmondson VC Memorial Club Limited ABN 259 112 321 445 (“Club Liverpool”) Authorised Representative Number 001295478. Club Liverpool is authorised by NEXT to arrange for the issue of, and to provide general financial product advice in relation to, the Product. Club Liverpool is not authorised to give you personal financial product advice in relation to any financial product.

Club Liverpool can be contacted via:

- Phone: 02 9822 4555
- Address: 185 George Street, Liverpool NSW 2170
- Email: [admin@clubliverpool.com.au](mailto:admin@clubliverpool.com.au)
- Website: <https://www.clubliverpool.com.au/>

## How NEXT and our Authorised Representative are remunerated

NEXT receives revenue from Schemes for card transactions based on interchange fees paid to Cuscal Limited ABN 95 087 822 455 ("Cuscal") as well as interest income on cardholder deposits held by Cuscal in respect of the Product.

NEXT also receives revenue from:

- Its Authorised Representative in the form of monthly licence fees. These fees are for the provision of card issuing, program management and transaction processing services.
- Fees and charges paid by cardholders on the Product (these fees and charges are detailed in the PDS).

Our Authorised Representative's remuneration is generated from eftpos transactions on the Product at retail partners. The amount of the revenue is based on the percentage of the value of each individual transaction. NEXT receives this revenue directly from retail partners and passes it on in full to its Authorised Representative.

You may request further particulars of the remuneration and benefits received by NEXT and its Authorised Representative.

## The amounts we pay our staff

All our staff, and the staff of our related companies receive a salary, plus superannuation, and may also be eligible for cash and non-cash bonuses in relation to their performance.

Cash incentives vary depending on the role of the staff member, and may change from time to time, and can take the form of individual or team bonuses based on meeting:

- Performance targets in relation to sales or referrals of the card program
- Performance targets based on other factors, such as compliance, customer, shareholder, people and corporate responsibility requirements.

Non-cash incentives are also based on meeting performance targets and may include gift vouchers, eligibility for competitions, pre-paid holiday packages, attendance at conferences and shares and options.

It is not possible to determine at any given time whether a staff member will receive the benefits referred to above or to quantify them.

## Interests, associations and relationships

Club Liverpool has arranged for NEXT to make the Product available to its members. Club Liverpool is authorised by NEXT primarily to assist with certain distribution services. When providing financial services in relation to the Product, Club Liverpool acts on behalf of NEXT.

NEXT is the holder of an Australian Financial Services Licence number 474743. Under its AFSL, NEXT is authorised to provide financial services including arranging for the issuance of non-cash payment facilities to the Card. When providing financial services in relation to the Card, NEXT acts on its own behalf.

Cuscal is an Authorised Deposit-taking Institution and the holder of Australian Financial Services Licence number 244116 authorising it to provide financial product advice for, and deal in, certain products including the Card. The balance of your funds, represented by value stored on your Card, will be held by Cuscal as a liability owing to you.

Club Liverpool, NEXT and Cuscal are not related entities. Club Liverpool, NEXT and Cuscal do not have any relationships or associations that might influence us in providing you with our services. NEXT is required to have adequate arrangements in place to ensure that you are not disadvantaged by any conflict of interest.

## Compensation arrangements

NEXT is required by the Corporations Act 2001 to have in place compensation arrangements which are designed to compensate retail clients for losses they suffer as a result of a breach by NEXT or its authorised representatives of the obligations in Chapter 7 of the Corporations Act 2001.

NEXT maintains a professional indemnity insurance policy which complies with section 912B of the Corporations Act 2001.

## Privacy

We collect personal information from you to process your application, provide you with your product or service, and manage your product or service. We may also use your information to comply with legislative or regulatory requirements, prevent fraud, crime or other activity that may cause harm in relation to our products or services, and help us run our business.

If you do not provide all the information we request, we may need to reject your application, or we may no longer be able to provide a product or service to you.

We may disclose your personal information to external or related parties who act on our behalf in the operation of our business, and other organisations that assist us with our business.

We may disclose your personal information to an entity which is located outside of Australia. Details of the countries where the overseas recipients are likely to be located are in our privacy policy.

We are required or authorised to collect personal information from you by certain laws. Details of these laws are in our privacy policy. It covers:

- How you can access the personal information we hold about you and ask for it to be corrected
- How you may complain about a breach of the Australian Privacy Principles and how we will deal with your complaint; and
- How we collect, hold, use and disclose your personal information in more detail.

We will update our privacy policy from time to time.

Our privacy policy is available at <http://nextpayments.com.au/privacy/> or by calling 1300 659 918.

### **If you have a complaint**

Please talk to us first. We aim to resolve your complaint at your first point of contact with us, so we encourage you to raise your concerns through any of the following channels:

- Phone: 1300 659 918
- Address: 4/148 Chesterville Rd. Cheltenham VIC 3192
- Email: [nextcard@nextpayments.com.au](mailto:nextcard@nextpayments.com.au)
- Website: [nextpayments.com.au](http://nextpayments.com.au)

If we haven't been able to deal with your complaint to your satisfaction, you can elect to refer the matter, free of charge to the Australian Financial Complaints Authority:

- Phone: 1800 931 678 (free call)
- Fax: (03) 9631 6399
- Address: GPO Box 3 Melbourne VIC 3001
- Email: [info@afca.org.au](mailto:info@afca.org.au)
- Website: [www.afca.org.au](http://www.afca.org.au)



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P A Y M E N T S

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Version 1.0

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## Contact Us

p. 1800 270 646

w. [nextpayments.com.au](http://nextpayments.com.au)

e. [nextcard@nextpayments.com.au](mailto:nextcard@nextpayments.com.au)

John Edmondson VC Memorial Club Ltd ABN 59 112 321 445 acts as an authorised representative of Next Payments Pty Ltd ABN 59 160 985 106, AFSL 474743. Next Payments Pty Ltd is the distributor of the product and manages the prepaid product on behalf of Cuscal Ltd ABN 95 087 822 455, AFSL 244116. Cuscal Ltd is the issuer of the product. Any provided advice is general and does not take into account your objectives, financial circumstances or needs. Read the Product Disclosure Statement and Target Market Determination before making a decision and consider whether the product is right for you. Please ensure that you read and understand the John Edmondson VC Memorial Club Ltd membership and rewards terms and conditions.