

# Mastercard<sup>®</sup> Compensation Card

## TERMS AND CONDITIONS

### **Effective 27 February 2024.**

These terms and conditions set out the terms and conditions for your Mastercard<sup>®</sup> Compensation Card ("Card"). It's important you read this document carefully.

The Card is issued by EML Payment Solutions Limited ('EML') ABN 30 131 436 532, AFSL 404131 ("Issuer"). The Issuer can be contacted at Level 12, 333 Ann Street, Brisbane City QLD 4000, and phone +61 7 3557 1100.

Mastercard Prepaid Management Services Australia Pty Ltd ABN 47 145 452 044 AFSL 386 837 is the card program manager of the Card and is responsible for providing various cardholder services. Flight Disruptions Pty Ltd ABN 36 612 894 176 facilitates the management of the Card with the relevant airline. In these terms and conditions any reference to 'we' or 'us' is a reference to the Issuer; 'you' are the user of the Card.

Card balance, transaction history and important notices about your Card are available at <https://flightdisruptions.com/cashless-payment-cards/>.

### **The Card is subject to expiry and you will not be able to access any remaining Card balance after the expiry date.**

1. You agree to these Terms and Conditions by activating a Card, signing the back of a Card, or using a Card in any way including making a purchase using the Card. . The Card must be signed. You must give these terms and conditions to the user of the Card if it is not you. The Card remains our property. Once a Card has been signed neither it, nor the contract between you and us is transferable by you. The Card may only be used by the person who has signed it. We may transfer this contract to someone else. The Issuer does not need your consent to transfer its rights. The Issuer will notify you in writing as soon as reasonably practicable if it is reasonable to do so.
2. The Card can be loaded with a balance between AUD \$0.01 and AUD \$999 by the relevant airline. No further reloads are permitted. The maximum amount for point of sale purchases or ATM withdrawals is up to the value of the Card per 24 hour period.
3. The Card is subject to expiry. The Card is issued to you to cover short term expenses as reimbursement for loss suffered by you as a result of service disruptions at the time of travel. It has a short-term expiry of 3 months from the activation date, that is, the date in which the relevant airline has loaded

and activated the Card. You did not contribute the funds on the Card and have no claim to any that have not been used when the Card expires. On expiry of the Card, you will not be able to access any funds that remain on the Card and those funds will be forfeited by us to Flight Disruptions Pty Ltd for the purposes of protecting the Issuer's legitimate interests relating to the Flight Disruptions program.

The Card can be used for purchasing goods and services where Mastercard cards are accepted for electronic transactions. The Card is not a credit card and nor is it linked to a deposit account with us or any financial institution. 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, except to the extent there has been fraud, negligence or willful misconduct on our part (including that of our officers, employees, contractors or agents). 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. The Card is not a gift card and you do not load your own funds onto the Card. The Card is issued to you for the limited purposes of the Flight Disruptions program (that is, as a form of temporary compensation for a disruption to your flight). This means that, 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 and will have no right to the funds under any unclaimed moneys claims process.

4. The Card can be used at ATMs but cannot be used for making direct debit, recurring or regular instalment payments. Authorisations may be declined at some merchants (such as gambling merchants or merchants who choose not to accept the Card). We are not liable in any way when authorisation is declined for any particular transaction except to the extent there has been fraud, negligence or willful misconduct on our part (including that of our officers, employees, contractors or agents).
5. When using the Card with some merchants (such as hotels, taxis, rental cars and cruise ships) or for mail order purchases, Card "tolerance limits" may apply. This means that the authorisation 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. 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 or authorised will be finally deducted from the available balance after the authorisation or approval clears.

6. You may use the Card as often as you like until the available balance is spent or the Card has expired. The available balance cannot be exceeded. Where a purchase exceeds the available balance, you will need to pay the excess using another payment method, if the merchant agrees. The Card can be used on more than one occasion but cannot be used to make transactions that exceed the available balance.
  
7. The Card is not reloadable and is valid for a period of 3 months from the activation date, that is, the date in which the relevant airline has loaded and activated the Card ("the Available Period"). The expiration date can be found at <https://flightdisruptions.com/cashless-payment-cards/> and the funds cannot be used after the Available Period. Any remaining balance after the Available Period will be forfeited. We will not give you any notice before this happens.
  
8. Card Fees  
The following fees apply to your Card:

<b>Balance and transaction history – online</b>	FREE
<b>ATM withdrawal fee</b>	Free for the first withdrawal and the following for each subsequent withdrawal: AUD – 3.00 GBP – 2.00 JPY – 260 HKD – 18.00 EUR – 2.50 CAD – 3.50 NZD – 3.50 USD – 2.50 SGD – 3.50 THB – 80.00 AED – 10.00
<b>Foreign currency conversion fee</b>	3.5% of the transaction value applies when you make a transaction on your Card in a currency other than 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.

9. Subject to any applicable law, we may deduct from the Card balance 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 balance, whether or not you are primarily liable for such duties, taxes, rates or charges.
10. When you make a transaction on your Card in a currency other than AUD, a foreign conversion will be performed at the applicable exchange rate and the Foreign Currency Conversion Fee (set out in the above table) will be applied to the amount of the transaction. The applicable exchange rate used is either:
  - a. A wholesale market rate selected by Mastercard from a range of wholesale rates one day before the transaction is processed by Mastercard; or
  - b. The government-mandated rate in effect for the applicable processing date.
11. The Card is like cash. To the extent permitted by law, 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 or to the extent there has been fraud, negligence or willful misconduct by us (including that of our officers, employees, contractors or agents). You should not interpret anything in these Terms and Conditions as excluding, restricting or modifying any guarantee, condition or warranty which is implied by the Australian Consumer Law. Where we are liable for a breach of these Terms and Conditions, then our liability is limited to:
  - a. the supplying of the services again; or
  - b. the payment of the cost of having the services supplied again.

A request to replace a damaged Card may be made to the relevant airline that issued you the Card. It will be at the discretion of the relevant airline whether a replacement card is issued. If a replacement Card is issued, the replacement Card will be loaded with an amount as determined by the relevant airline.

12. You are liable for all transactions on the Card, except to the extent there has been fraud, negligence or willful misconduct by us (including that of our officers, employees, contractors or agents). Lost or stolen Cards will not be replaced, except where the relevant loss is the result of an act or omission of ours so keep your Card secure at all times.
13. The personal identification number ("PIN") is found on a secure tab on the Card carrier. You will be responsible for ensuring you keep the Card, the PIN (and any related security information) safe and secure. The Card will be disabled if an incorrect PIN is entered three (3) times.

14. To protect your Card, you should:
  - a. Sign it as soon as you receive it;
  - b. Carry it with you whenever you can and not leave it unattended;
  - c. Regularly check that you still have your Card and check your transaction history online;
  - d. Not allow anyone else to use a Card that you have signed;
  - e. Do not disclose the PIN (or any related security information) to any third party including the police and/or Mastercard Prepaid;
  - f. Comply with any reasonable instructions issued to you in respect of keeping the Card and the PIN safe and secure; and
  - g. Do not interfere with any magnetic stripe or integrated circuit on the Card.
15. You are responsible for checking your transaction history online and knowing your available balance. You can check your balance and transaction history free of charge at <https://flightdisruptions.com/cashless-payment-cards/>.
16. If you have a complaint, please approach the service counter of the relevant airline in which you received the Card in the first instance.
17. If the relevant airline is not able to resolve your complaint, please call 1300 777 380 or email [customer.support@flightdisruptions.com](mailto:customer.support@flightdisruptions.com). Your complaint will be acknowledged promptly, either verbally or in writing. If the complaint is not resolved within 5 business days, a written response providing the final outcome will be provided within no later than 30 days. The aim is 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 more information is required or if your complaint is complex. In all cases, you will be updated on the progress.

You can ask for information about how complaints are managed in alternative formats and languages upon request by calling 1300 555 727. If you have a hearing or speech impairment, you can access additional support through National Relay Service on 1300 555 727.

If you are not satisfied with the written response provided, you may be able to pursue it with the Issuer. To contact the Issuer, EML, about your complaint:

Phone: 1300 739 889 between 8:30am to 5pm Queensland time  
Website: [www.emlpayments.com](http://www.emlpayments.com)  
Email: [support@emlpayments.com.au](mailto:support@emlpayments.com.au)  
Mail: EML, Level 12, 333 Ann Street, Brisbane City QLD 4000

18. We may suspend use of the Card and/or ask that you return the Card with at least 14 days' notice to you. However, we may suspend and/or ask that you return the Card immediately and without notice if:
  - a. the Issuer has reason to suspect the Card has been or is likely to be misused;
  - b. you breach any of these Terms and Conditions and the Issuer reasonably considers that this is likely to have a material impact on your ability to meet the obligations of these Terms and Conditions);
  - c. the Issuer has reason to suspect any illegal use of the Card, such as fraud or criminal activity; or
  - d. you gave us or the Issuer false, inaccurate or incomplete information when you applied for the Card.
  
19. We reserve the right to change these Terms and Conditions of Use at any time. Except where we are required by a law or a code to do so, or the change is materially adverse to you, you will not receive advance notice of such changes. If the change is materially adverse to you, we will notify you at least 14 days before the effective date of the change. However, if the change is made for one or more of the following reasons we can implement such change without prior notice:
  - a. to comply with any change or anticipated change in any relevant law, code of practice, or guidance;
  - b. to reflect any decision of a court, ombudsman or regulator; or
  - c. for security reasons where reasonably necessary to address security concerns or vulnerabilities.
  
20. If you do not accept the updated Terms and Conditions, you should cease using the Card. The current version of these terms and conditions will be available at <https://flightdisruptions.com/cashless-payment-cards/>.
  
21. If we fail to exercise or delay in exercising any of our rights under these terms and conditions, that failure or delay does not constitute a waiver of our rights.
  
22. These terms and conditions are governed by the law of New South Wales.
  
23. Mastercard Prepaid Management Services Australia Pty Ltd arranges for the issue of the Card in conjunction with the Issuer pursuant to a license by Mastercard Asia/Pacific Pte Ltd. You should consider these terms and conditions before deciding to acquire the product. Any advice does not take into account your personal needs, financial circumstances or objectives and you should consider if it is appropriate for you.
  
24. Mastercard and the circles design are registered trademarks of Mastercard International Incorporated.