

Notice of Assignment of PDS dated 28 May 2015

We are writing to give you notice of the assignment of the terms and conditions governing your Nexus Card ("Card"). These terms and conditions are set out in the Product Disclosure Statement that was provided to you when you first obtained your Nexus Card and are available on the club's website at www.waggarisl.com.au.

In accordance with section 28 of the Product Disclosure Statement, as of 12 February 2015 the terms and conditions were assigned from Indue Ltd ("Indue") to Gobsmacked Loyalty Pty Ltd ABN 60 098 218 216 ("Gobsmacked Loyalty").

Therefore, Indue is no longer the issuer of your Card. Gobsmacked Loyalty is now the issuer of your Card and the club continues to be the distributor of your Card, but as an authorised representative of Gobsmacked Loyalty.

Gobsmacked Loyalty is a member of the following External Dispute Resolution Scheme:

Financial Ombudsman Service
Ph: 1300 78 08 08
Fax: 03 9613 6399
GPO Box 3
Melbourne VIC 3001

Except as set out above, no other changes have been made to your Card terms and conditions.

Please find a copy of the new Financial Services Guide applicable to your Card at www.waggarisl.com.au.

If you wish to cancel your Card as a result of the assignment, please contact the club before 1 January 2016 and we will close your Card and waive the cancellation fee.

Please contact the club at 02 6921 3624 if you have any questions or concerns.

PRODUCT DISCLOSURE STATEMENT

WAGGA RSL
nexus
card

**RELOADABLE PREPAID eftpos CARD
FOR WAGGA RSL**

Indue Ltd is the issuer of the Wagga RSL Nexus
Prepaid eftpos Card

PRODUCT DISCLOSURE STATEMENT:

1. INTRODUCTION

This Product Disclosure Statement (“**PDS**”) contains important information about the Wagga RSL Nexus Card (“**Nexus Card**”) and its associated features, risks and fees. The purpose of this PDS is to assist you with deciding whether or not to acquire the Nexus Card.

The first time that you activate your Nexus Card, you are agreeing to abide by the terms and conditions set out in this PDS. Therefore this PDS should be read carefully. We suggest that you seek advice if you do not understand any of the information contained within this PDS and how it applies to you. Once you accept the terms and conditions set out in this PDS, they will apply to your use of your Nexus Card.

This PDS is provided as a requirement pursuant to the *Corporations Act 2001 (Cth)* and is issued by Indue Ltd ABN 97 087 822 464 (“**Indue**”).

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

This PDS is dated **4 September 2012**.

Words that are capitalised in this PDS are defined in section 27 below.

2. GENERAL DESCRIPTION OF THE PREPAID CARD

The Nexus Card is an eftpos Reloadable prepaid card. The Nexus Card allows purchases and payments to be made wherever eftpos prepaid cards are accepted (subject to individual merchants’ discretion) as long as:

- there is sufficient Value available on your Nexus Card to cover the amount of the transaction and any applicable fees and charges;
- the Expiry Date has not been reached; and
- the Nexus Card has not been suspended or cancelled.

The Nexus Card is not a credit card and it is not linked to any separate account.

The Nexus Card cannot be used to withdraw cash at ATMs or any other type of Electronic Banking Terminal.

3. ELIGIBILITY

You must be a current member of the Wagga RSL Club to be eligible to apply for a Nexus Card.

4. PREPAID CARD DISTRIBUTOR

Gobsmacked Marketing Pty Ltd ACN 129 835 632 (“**Gobsmacked**”) and Wagga RSL Club Ltd ABN 12 000 947 071 (“**Wagga RSL Club**”) are the distributors and promoters of the Nexus Card. Both Gobsmacked and the Wagga RSL Club are responsible for distributing and promoting the Nexus

Card and providing certain cardholder services to you. These cardholder services include providing you with your Nexus Card, arranging for a replacement card to be issued to you in accordance with the terms set out in this PDS, providing lost and stolen services and assisting you with any enquiries you may have regarding your use of your Nexus Card.

Gobsmacked and the Wagga RSL Club are not the issuers of the Nexus Card. Indue is the issuer of the Nexus Card.

Both Gobsmacked (authorised representative number 333685) and the Wagga RSL Club (authorised representative number 426247) are authorised representatives of Indue.

Gobsmacked may be contacted at:

PO Box 2274
Bondi Junction
NSW 1355
Phone: (02) 8090 6533

The Wagga RSL Club may be contacted at:

30 Dobbs Street
Wagga Wagga, NSW 2650
Phone: (02) 6921 3624

Neither Gobsmacked nor the Wagga RSL Club has the authority to:

- make any representations or give any warranties that contradict those contained in this PDS, unless the prior approval of Indue has been obtained;
- provide you with any financial product advice (that is, advice taking into account your personal circumstances or a recommendation or statement of opinion intended, or could be reasonably regarded as being intended to influence you in making a decision about whether or not to acquire the Nexus Card);
- purport to bind or contract for or on behalf of Indue in any way whatsoever, other than as is set out in this PDS; or
- give you information that is inconsistent with the information set out in this PDS.

If you believe that either Gobsmacked or the Wagga RSL Club have exceeded their authority by acting in any of the above ways, we request you immediately contact Indue on 1300 671 819 to clarify the matter.

Indue, Gobsmacked and the Wagga RSL Club are not related entities.

5. PREPAID CARD ISSUER

The issuer of the Nexus Card is Indue. Indue is an authorised deposit-taking institution. Indue holds an Australian Financial Services Licence, AFSL number 320 204. By entering into this PDS, you are entering into a contract with Indue. Indue is responsible for effecting settlement of all transactions that may arise as a result of you using your Nexus Card in accordance with

the terms set out in this PDS.

Indue holds the Value that is loaded on to your Nexus Card.

You may contact Indue at:

PO Box 523

TOOWONG QLD 4066

Phone: 1300 671 819 between 7.00am – 7.00pm Monday to Friday,

Saturday 8.00am – 7.00pm, closed Sundays and

national public holidays.

6. BENEFITS OF THE PREPAID CARD

The benefits of the Nexus Card are that:

- the Nexus Card can be used to buy goods and services from merchants in Australia who accept eftpos prepaid cards;
- the Nexus Card accesses the Value that is loaded (added) onto the Nexus Card. It is not a credit card. In most circumstances, you can only spend up to the Value of cleared funds stored on your Nexus Card;
- the Nexus Card is Reloadable which means you can add extra funds to it, until the expiry of the Nexus Card, by either Direct Credit or by the conversion of any reward points that you have earned with the Wagga RSL Club in accordance with the Loyalty Scheme into a dollar value (refer to section 14 below);
- it reduces the need to carry cash;
- it is a simple and convenient way to convert any reward points that you have earned with the Wagga RSL Club in accordance with the Loyalty Scheme, into a dollar value that can be spent using the Nexus Card;
- all funds are held by Indue, an authorised deposit-taking institution;
- the Nexus Card is not required to be linked to a separate deposit account; and
- there is no daily or other periodic limit to the number of times you may use the Nexus Card, as long as you have sufficient Value available to cover your purchases (plus any fees and charges, see section 15 below). This does not prevent a merchant from setting its own limits.

7. RISKS OF THE PREPAID CARD

The risks associated with the Nexus Card include:

- any attempted load by you or the Wagga RSL Club that will take the Value on your Nexus Card over the Nexus Card Limit being rejected in full (refer to section 14 below);
- the Nexus Card not being able to be used overseas or on the internet or telephone to make a transaction;
- you not having sufficient Value on your Nexus Card to cover a payment;
- failure to safeguard your PIN resulting in loss of Value (refer to section

22 below for a list of circumstances where you may be held liable for failing to safeguard your PIN);

- circumstances beyond our reasonable control preventing a transaction from being processed;
- merchants, at their discretion, refusing to accept the Nexus Card as a method of payment. You should always check with the merchant that it will accept the Nexus Card before purchasing any goods or services;
- if you do not use the Value loaded (added) onto your Nexus Card within the timeframes set out in this PDS, you losing any remaining Value on your Nexus Card (refer to sections 17 and 18 below);
- unauthorised and fraudulent transactions occurring on your Nexus Card (refer to section 22 below for a list of circumstances where you may be held liable for unauthorised use on your Nexus Card);
- due to equipment errors, malfunctions or equipment being used incorrectly, the same transaction being processed more than once or transactions may not be processed at all. In these cases the errors can usually be corrected but may temporarily inconvenience you as the available Value on your Nexus Card will be incorrect. Where these errors cannot be corrected, we will resolve the issue by adjusting your Nexus Card in your favour;
- your Nexus Card being lost, stolen or destroyed. In these circumstances, you may be held liable for unauthorised use on your Nexus Card where you unreasonably delay notifying us that your Nexus Card has been lost or stolen (refer to section 22 below);
- your Nexus Card details becoming known to criminals via various methods who may be able to withdraw the Value using a counterfeit Nexus card. In these cases you will not be liable for these unauthorised transactions unless you have contributed to the loss (refer to section 22 below);
- the Value stored on your Nexus Card not falling within the scope of any deposit guarantee being offered by the Australian government from time to time. As at the date of this PDS, the Value stored on your Nexus Card will not be protected by any deposit guarantee currently being offered by the Australian government;
- you not earning any interest on any Value that is stored on your Nexus Card from time to time; and
- in some circumstances (for example, where a transaction is processed in an offline environment or where you incur a fee or charge), the Value remaining on your Nexus Card becoming negative (meaning there may become less than \$0.00 Value remaining on your Nexus Card).

8. OTHER IMPORTANT INFORMATION

Indue passes on interest that is earned on the Value that is stored on your Nexus Card from time to time to Gobsmacked.

The Nexus Card cannot be used to make or complete a transaction that exceeds the Value that is stored on your Nexus Card from time to time. Any

attempted transaction that you make that is in excess of the Value stored on your Nexus Card at that time will be rejected. In these circumstances, a Declined Transaction Fee applies (see section 15 below).

You cannot use the account number and BSB associated with your Nexus Card to arrange for any amounts to be debited from your Nexus Card balance, either by regular direct debits or by using "Pay Anyone" facilities.

Indue, Gobsmacked and the Wagga RSL Club do not warrant or accept any responsibility if a merchant's Electronic Banking Terminal does not accept your Nexus Card.

Indue, Gobsmacked and the Wagga RSL Club are not responsible in the event that you have a dispute regarding the goods or services purchased with your Nexus Card. In the first instance, you should contact the merchant directly. If you cannot resolve the dispute with the merchant, Indue has the ability in certain circumstances to investigate disputed transactions on your behalf (refer to section 23 below for a list of circumstances when Indue can investigate disputed transactions) and attempt to obtain a refund for you.

Indue is not aware of any material conflicts of interests that would affect this product or the service you receive from Indue, Gobsmacked or the Wagga RSL Club.

As Indue has not taken into account your individual circumstances or needs, you should seek your own independent taxation advice in respect of any impact your use of the Nexus Card may have on your personal tax liability.

9. QUERIES

If you have a query about the Nexus Card, we request that in the first instance you direct the query to the Wagga RSL Club (see contact details in section 4 above).

Any queries in relation to loading value by Direct Credit (also known as Pay Any One) through your Australian bank or financial institution's website, should be directed to your bank or financial institution.

10. COMPLAINTS AND THE DISPUTE RESOLUTION SCHEME

If you have a complaint or dispute relating to your Nexus Card, we request that you contact the Wagga RSL Club in the first instance.

If you have a complaint or dispute relating to your Nexus Card that is not satisfactorily resolved by the Wagga RSL Club, you should immediately contact Indue.

If your complaint is immediately settled to your satisfaction or if it is settled to your satisfaction within 5 Business Days of receiving the relevant details about the complaint or dispute from you, Indue or the Wagga RSL Club (as

the case may be) may advise you of the outcome by means other than in writing (for example, by telephone or in person when you visit the Wagga RSL Club). If you wish, you may request that Indue or the Wagga RSL Club (as the case may be) provide you with a written response.

However, if Indue or Wagga RSL Club is unable to settle your complaint within 5 Business Days, it will advise you in writing of the procedures for further investigation and resolution and may request further relevant details from you.

Within 21 days of receiving these further relevant details from you, Indue or the Wagga RSL Club will:

- advise you in writing of the results of its investigations; or
- advise you in writing that it requires further time (not exceeding a further 24 days) to complete its investigation.

An investigation will continue beyond 45 days only in exceptional circumstances, for example, if there are delays caused by other financial institutions or merchants involved in resolving the complaint, or in circumstances where Indue or the Wagga RSL Club investigate the relevant transaction under any applicable industry rules (if you wish to find out what industry rules apply to transactions made using your Nexus Card, please contact the Wagga RSL Club or Indue).

Where you are not satisfied with the outcome of your complaint, you have the right to contact Indue's External Dispute Resolution Scheme.

Indue is a member of the following External Dispute Resolution Scheme:

Credit Ombudsman Service Limited

PO Box A252

Sydney South

NSW 1235

Website: www.creditombudsman.com.au

Telephone: 1800 138 422 or 02 9273 8400

Fax: 02 9273 8440

Any complaints or disputes in relation to your reward points that you have earned with the Wagga RSL Club and the conversion of these reward points to Value are to be directed to the Wagga RSL Club (see contact details in section 4 above). Indue is not responsible for the allocation or conversion of reward points to Value or the operation of the Wagga RSL Club's Loyalty Scheme.

11. USING THE PREPAID CARD

When using your Nexus Card to complete an Electronic Transaction, press the "CHQ" or "SAV" button on the relevant terminal. If you press the "CR" button, the transaction will be declined and a Declined Transaction Fee may apply (refer to section 15 below).

Indue will debit (deduct) against the Value any transaction you authorise using the Nexus Card.

Indue will (in the first instance) consider a transaction as having been authorised by you when:

- you conduct an Electronic Transaction;
- your Nexus Card is used to conduct an Electronic Transaction; or
- your Nexus Card together with your PIN is used in conjunction with electronic equipment.

Where you advise Indue or the Wagga RSL Club that a transaction that has been debited (deducted) is fraudulent, unauthorised or disputed, Indue or the Wagga RSL Club will investigate and review the transaction in accordance with section 23 below.

12. ACTIVATING THE PREPAID CARD

After successful application for a Nexus Card, you will be required to activate your Nexus Card before being able to use your Nexus Card.

To activate your Nexus Card you can either:

- visit the Wagga RSL Club in person; or
- go online at www.waggar-sl.com.au, select "Activate My New Nexus Card", and follow the prompts.

13. SECURITY OF PIN AND THE PREPAID CARD

If you fail to properly safeguard your Nexus Card or PIN, you may increase your liability for unauthorised use (refer to section 22 below for a list of circumstances where you may be held to be liable for an unauthorised transaction). We therefore strongly recommend that:

- you not record your PIN on your Nexus Card or on anything with or near your Nexus Card;
- you not tell anyone (including any family member or friend) your PIN and try to prevent anyone else from seeing your PIN;
- you try to prevent anyone else seeing you enter your PIN into an Electronic Banking Terminal; and
- if you think that your PIN has become known to someone else, you must notify the Wagga RSL Club or Indue immediately.

If you forget your PIN, you are able to reset it by going online to www.waggar-sl.com.au and following the prompts (refer to section 19 below). In these circumstances, a PIN Change Fee applies (refer to section 15 below).

If an incorrect PIN is entered three times when a transaction is attempted using the Nexus Card, it will be temporarily suspended for up to 24 hours.

Important information you should consider:

- no-one from Indue, Gobsmacked or the Wagga RSL Club or any

merchant will ever ask you for your PIN, therefore, you should never disclose it to anyone either verbally, in writing or electronically;

- do not access Indue's website or the Wagga RSL Club's website via an email link embedded in an email. Always access the website directly from your internet browser;
- don't choose a PIN that is easily identified with you, e.g. your birth date, an alphabetical code which is recognisable part of your name or your car registration;
- don't choose a PIN that is merely a group of repeated numbers;
- never lend your Nexus Card to anyone else;
- never leave your Nexus Card unattended e.g. in your car or at work;
- for security reasons, on the Expiry Date, destroy your Nexus Card by cutting it diagonally in half;
- examine your account activity to identify and report, as soon as possible, any instances of unauthorised use;
- cover your hand when entering your PIN at an Electronic Banking Terminal;
- do not allow anyone to swipe your Nexus Card when it is not in full sight of you; and
- maintain up-to-date anti-virus software and a firewall on your computer.

14. LOADING VALUE

Wagga RSL Club – Converting Reward Points

The Wagga RSL Club operates a Loyalty Scheme. The Wagga RSL Club has agreed to allow you to use your Nexus Card as a mechanism for converting any reward points that you have accrued in accordance with the Loyalty Scheme into Value.

You may complete this conversion by visiting the Wagga RSL Club in person. It may take up to 3 Business Days once Indue receives a request from the Wagga RSL Club, for the funds to be available for use on your Nexus Card.

Wagga RSL Club may set limits on the minimum or maximum Value per load that can be added onto your Nexus Card by the conversion of rewards points.

Indue is not responsible for the operation of the Loyalty Scheme and/or the conversion of reward points into Value. If you have any questions or complaints in relation to your reward points that you have earned with the Wagga RSL Club and the conversion of these reward points to Value, these questions and complaints should be directed to the Wagga RSL Club (see contact details in section 4 above).

Loading - You

You can load (add) your own funds onto your Nexus Card. Each time you complete a load transaction, you will be charged a Load Fee (see section 15 below).

You are able to load Value onto your Nexus Card by using electronic funds transfer (EFT/Direct Credit/Pay Anyone) through your Australian financial institution.

To load (add) funds using Direct Credit, use the BSB, account number that appears on the reverse side of your Nexus Card and the exact name in which you activated your Nexus Card.

It can take up to 3 Business Days for your funds to be made available for use through this payment method. Loads via Direct Credit are not processed over the weekend or public holidays.

Loading Value – Wagga RSL Club & You

The total Value that may be loaded onto your Nexus Card at any one time cannot exceed the Nexus Card Limit. Any attempted load that would take the Nexus Card Value over the Nexus Card Limit at any one time will be rejected in full. To avoid this, Indue recommends that you regularly check your balance online. See section 20 below for details on how to check your balance online.

15. FEES AND CHARGES

The following standard fees and charges apply. All fees and charges that are set out in this section 15 are inclusive of GST.

If you consider that Indue or the Wagga RSL Club has incorrectly charged you a fee or charge, you may dispute this by contacting either Indue or the Wagga RSL Club in accordance with section 23 below. Any incorrectly charged fee or charge will be reversed by Indue or refunded to you by the Wagga RSL Club, as is relevant to the particular circumstances.

CLUB FEES AND CHARGES

You agree to pay the following fee directly to the Wagga RSL Club. This amount will not be deducted from your Nexus Card Value. The Wagga RSL Club may at any time choose to waive or reduce the following fee.

- **Nexus Card Replacement Fee:** payable to the Wagga RSL Club at the time you pick up your replacement Nexus Card from the Wagga RSL Club. (Refer to section 17 and section 19 below for further details). **\$10 per each new Nexus Card**

INDUE FEES AND CHARGES

Other than the fee referred to above, you agree to pay to Indue all fees and charges that are set out in this PDS. Indue will deduct these fees and charges from your Nexus Card by debiting (deducting) the amount of the fee or charge in accordance with this section 15. Indue may at any time choose to waive or reduce any of the following fees.

Transaction Fees

- **Purchase Transaction Fee:** deducted from your Nexus Card at the same time you successfully use your Nexus Card at an Electronic Banking Terminal to make a payment. **\$0.65 per transaction**
- **Declined Transaction Fee:** deducted from your Nexus Card at the same time you attempt to use your Nexus Card to purchase goods and services or perform a transaction but the transaction is declined or invalid. A transaction may be declined or invalid where: there is insufficient funds available on your Nexus Card; you press "CR" on an Electronic Banking Terminal (this is incorrect as you are required to select SAV/CHQ); you key in an incorrect PIN; you attempt to withdraw cash using your Nexus Card. **\$0.25 per attempted transaction**

Load Fees

Load Fee: deducted from your Nexus Card at the same time you arrange for funds to be loaded (added) to your Nexus Card via Direct Credit – refer to section 14 above. **\$0.67 per load**

Other Fees

- **Cancellation Fee:** refer to section 18 below.
- **Expiry Fee:** refer to section 17 below.
- **PIN Change Fee:** deducted from your Nexus Card at the same time you reset your PIN in accordance with section 19 below. **\$0.25 per PIN change**

16. LIMITATIONS ON USE OF THE PREPAID CARD

The Nexus Card must not be used for illegal purposes, including the purchase of goods or services deemed illegal by any Australian law.

17. PREPAID CARD EXPIRY

The Nexus Card is valid until the Expiry Date. You must use all the Value by the Nexus Card Expiry Date to ensure you receive the benefit of the Value.

Prior to the Expiry Date, you may request for the Wagga RSL Club on our behalf to provide you with a new Nexus Card. In these circumstances, you will be required to attend the Wagga RSL Club to pick up your new Nexus Card. At this time, the Wagga RSL Club will charge you directly a Nexus Card Replacement Fee. If we provide you with a new Nexus Card prior to the Expiry Date, we will transfer any Value remaining on your existing Nexus Card onto the new Nexus Card. In these circumstances, you will not be charged a fee associated with transferring any Value remaining on your existing Nexus Card to the new Nexus Card.

On the Expiry Date we will stop your Nexus Card and you will no longer be able to use it.

If on the Expiry Date, Value remains on your Nexus Card then:

- if the Value remaining on your Nexus Card is less than \$15.00, you will be charged an Expiry Fee equal to the Value remaining on your Nexus Card. For example, if the Value remaining on your Nexus Card on the Expiry Date is \$12.22, we will charge you an Expiry Fee equal to \$12.22; or
- if the Value remaining on your Nexus Card is \$15.00 or greater, then the Wagga RSL Club on Indue's behalf will contact you and work with you to determine whether you wish to place the Value that is stored on your expired Nexus Card onto a new Nexus Card or for the Value to be converted back into reward points in accordance with the Loyalty Scheme.

If after 6 months after the Expiry Date the Wagga RSL Club (on Indue's behalf) has not been able to contact you after reasonable enquiries have been made in order for us to arrange for any Value remaining on your expired Nexus Card to be placed onto a new Nexus Card or the Value to be converted back into reward points in accordance with the Loyalty Scheme, then all funds held will be automatically reconverted back into reward points in accordance with the Loyalty Scheme.

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

18. CANCELLATION AND RETURN OF YOUR PREPAID CARD

The Nexus Card always remains the property of Indue.

Indue, Gobsmacked or the Wagga RSL Club may cancel and demand the return of the Nexus Card issued to you at any time:

- for security reasons and to protect the remaining Value where the Nexus Card has been or is reasonably suspected by Indue to have been compromised and such compromise has been caused directly by you or third parties as a result of your conduct; or
- if you breach the terms and conditions set out in this PDS and that breach is of a serious nature.

If these circumstances arise, Indue (or Gobsmacked or the Wagga RSL Club) will notify you that your Nexus Card has been cancelled.

You may cancel your Nexus Card at any time by giving Indue or the Wagga RSL Club notice in writing, by telephone or by visiting the Wagga RSL Club. Prior to the cancellation of your Nexus Card, you should ensure that you use all Value that is remaining on your Nexus Card.

In this section 18, the date that your Nexus Card is cancelled by Indue, Gobsmacked, the Wagga RSL Club or you in accordance with this section 18

is referred to as the Cancellation Date.

If on the Cancellation Date Value remains on your Nexus Card then:

- if this Value is less than \$15.00, you will be charged a Cancellation Fee equal to the Value remaining on your Nexus Card. For example, if the Value remaining on your Nexus Card on the Cancellation Date is \$7.22, on the Cancellation Date we will charge you a Cancellation Fee equal to \$7.22; or
- if this Value is \$15.00 or greater, then we will arrange for the Wagga RSL Club on our behalf to make reasonable attempts to contact you and work with you to determine whether you wish to place the Value that is stored on your cancelled Nexus Card onto a new Nexus Card or for the Value to be converted back into reward points in accordance with the Loyalty Scheme.

If after 6 months after the Cancellation Date the Wagga RSL Club (on Indue's behalf) has not been able to contact you after reasonable enquiries have been made in order for us to arrange for the Value remaining on your cancelled Nexus Card to be placed onto a new Nexus Card or the Value to be converted back into reward points in accordance with the Loyalty Scheme, then all funds held will automatically be reconverted back into reward points in accordance with the Loyalty Scheme.

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

19. LOSS, THEFT AND UNAUTHORISED USE

By Website

If you believe your PIN record has been lost or stolen or your PIN has become known to someone else, you should IMMEDIATELY logon to www.waggarsl.com.au and select "change your PIN", and follow the prompts. A PIN Change Fee applies in circumstances where you change your PIN (refer to section 15 above).

If you believe your Nexus Card has been lost or stolen, you should IMMEDIATELY logon to www.waggarsl.com.au and select "lost and stolen card" and follow the prompts. This will place a stop on your Nexus Card.

By Telephone or Visiting the Wagga RSL Club

Alternatively, if you believe your Nexus Card or PIN record has been lost or stolen, or your PIN has become known to someone else, you should IMMEDIATELY report this by contacting the Wagga RSL Club on: (02) 6921 3624 or visiting the Wagga RSL Club in person.

Notification Requirements

If you cannot reasonably notify the Wagga RSL Club or Indue in accordance with one of the methods described above, any losses occurring due to non-notification whilst the website or phone number referred to above is non-operational will be the liability of Indue, Gobsmacked and the Wagga RSL Club. To avoid further losses you are required to continue to try to contact the Wagga RSL Club or Indue either through the website or the phone number referred to above. Providing you continue to try to contact Indue or the Wagga RSL Club as is reasonable in your circumstances, Indue, Gobsmacked and the Wagga RSL Club will continue to be liable for any loss occurring on your Nexus Card. If you do not try to contact Indue or the Wagga RSL Club as is reasonable in your circumstances, then you may become liable for any losses occurring on your Nexus Card in accordance with section 22 below.

Procedure – Card Suspension

The Wagga RSL Club will use its best endeavours to contact you within 72 hours from when a stop was placed on your Nexus Card to arrange either a replacement card to be issued to you or for your Nexus Card to be reactivated in circumstances where you have found it.

After a stop has been placed on your Nexus Card, you will not be able to, and you must not attempt to, use your Nexus Card until you have spoken with the Wagga RSL Club to reactivate or replace your Nexus Card (even if you have found your Nexus Card).

After a stop has been placed on your Nexus Card, in some circumstances it may be used for store purchases which are below Floor Limits and where no electronic approval is required. If you use your Nexus Card after a stop has been placed on your Nexus Card, you will be liable to Indue for the Value of any transaction as well as any reasonable costs incurred by Indue in collecting the amount owing.

Procedure – Card Replacement

Once a replacement Nexus Card is issued to you, the Value remaining on your lost or stolen Nexus Card will be transferred to your new Nexus Card less any unauthorised transactions for which you are liable (refer to section 22 for a list of circumstances where you may be held liable for unauthorised transactions). You must also pay to the Wagga RSL Club the Nexus Card Replacement Fee when you pick up your replacement Nexus Card (refer to section 15 above).

You must give the Wagga RSL Club a reasonable time to arrange cancellation and the issue of a replacement Nexus Card.

20. STATEMENT OF TRANSACTION HISTORY

You may check the Value that is available on your Nexus Card and your transaction history, 24 hours a day 7 days a week, by visiting the Website. Go to www.waggarsl.com.au.

21. PRIVACY AND INFORMATION COLLECTION

Collection of information

Indue, Gobsmacked and the Wagga RSL Club may collect your personal information:

- to identify you if required in accordance with the AML Legislation;
- to provide information about a product or service;
- to consider your request for a product or service;
- to provide you with a product or service;
- to assist in arrangements with other organisations in relation to the promotion and provision of a product or service or suspend its operation until it is provided;
- to perform administrative and operational tasks (including systems development and testing, staff training, and market or customer satisfaction research);
- to prevent or investigate any fraud or crime (or a suspected fraud or crime); and
- as required by relevant laws.

Absence of relevant information

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

Providing your information to others

Indue, Gobsmacked or the Wagga RSL Club (as the case may be) may provide your information:

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

Accessing your personal information

Subject to the provisions of the Privacy Act 1988 (Cth), you may access any of your personal information at any time by calling Indue, Gobsmacked or the Wagga RSL Club. Indue, Gobsmacked or the Wagga RSL Club (as the case may be) may charge you a reasonable administration fee for access. This fee will be advised to you upfront in order for you to determine whether you wish to access your personal information. If you can show that information about you is not accurate, complete and up to date, Indue, Gobsmacked or the Wagga RSL Club (as the case may be) will take reasonable steps to ensure it is corrected so that it is accurate, complete and up to date.

Collecting your sensitive information

Indue, Gobsmacked or the Wagga RSL Club will not collect sensitive information about you, such as health information, without your consent.

22. YOUR LIABILITY IN CASE YOUR PREPAID CARD IS LOST OR STOLEN OR IN THE CASE OF UNAUTHORISED USE

(1) You are not liable for any loss arising from unauthorised use of your Nexus Card:

- (a) before you have actually received your Nexus Card or set your PIN online;
- (b) after you have reported it lost or stolen under section 19 above;
- (c) if you did not contribute to any unauthorised use of your Nexus Card; or
- (d) if the unauthorised transaction was made using your Nexus Card information without use of your actual Nexus Card or PIN.

(2) For the purpose of section 22(1)(a), there is a presumption that you did not receive your Nexus Card unless Indue, the Wagga RSL Club or Gobsmacked can prove, for example by obtaining an acknowledgement of receipt from you, that you received the Nexus Card.

(3) For the purpose of section 22(1)(c), Indue, the Wagga RSL Club or Gobsmacked will undertake an assessment to consider whether you have contributed to any loss caused by the unauthorised use of your Nexus Card.

This assessment will include, if applicable, a review of whether you:

- (a) voluntarily disclosed your PIN to anyone, including a family member or friend;
- (b) voluntarily allowed someone else to observe you entering your PIN into an Electronic Banking Terminal;
- (c) wrote or indicated your PIN (without making any reasonable attempts to disguise the PIN) on your Nexus Card or on any article carried with your Nexus Card or likely to be lost or stolen at the same time as your Nexus Card;
- (d) allowed anyone else to use your Nexus Card; or
- (e) unreasonably delayed notification of:
 - (i) your Nexus Card or PIN record being lost or stolen;
 - (ii) unauthorised use of your Nexus Card; or
 - (iii) the fact that someone else knows your PIN.

(4) If Indue, Gobsmacked or the Wagga RSL Club can prove on the balance of probability that you have contributed to the unauthorised use of your Nexus Card under section 22(3), your liability will be the lesser of:

- (a) the actual loss when less than the Value stored on your Nexus Card at that time the loss occurred;
- (b) the actual loss at the time Indue or the Wagga RSL Club is notified of the loss or theft of your Nexus Card;
- (c) the Nexus Card Limit; or
- (d) the amount for which you would be held liable if any industry

rules applied (if you wish to find out what industry rules apply to transactions made using your Nexus Card, please contact the Wagga RSL Club or Indue).

(5) Where a PIN was required to perform an unauthorised transaction and it is unclear whether or not you have contributed to any loss caused by unauthorised use of your Nexus Card, your liability will be the lesser of:

- (a) \$150;
- (b) the actual loss when less than the Value stored on your Nexus Card at that time the loss occurred;
- (c) the actual loss at the time Indue or the Wagga RSL Club is notified of the loss or theft of your Nexus Card; or
- (d) the amount for which you would be held liable if any industry rules applied (if you wish to find out what industry rules apply to transactions made using your Nexus Card, please contact the Wagga RSL Club or Indue).

(6) In determining your liability under this section 22:

- (a) the Wagga RSL Club, Gobsmacked and Indue will consider all reasonable evidence including all reasonable explanations for an unauthorised use having occurred;
- (b) the fact that an account is accessed with the correct PIN, while significant, is not of itself conclusive evidence that you have contributed to the loss; and
- (c) the way that you used or secured information that you are not required to keep secret (for example, the Nexus Card number, expiry date or the BSB or account number that appears on the reverse of the Nexus Card) is not relevant;

(7) Your liability for losses occurring as a result of unauthorised access will be determined under the ePayments Code as issued or replaced from time to time by the Australian Securities and Investments Commission. You can find a copy of the ePayments Code on ASIC's website (www.asic.gov.au). The guidelines set out at section 13 to safeguard your Nexus Card and PIN are the minimum suggested security measures you should take. If you disagree with the process undertaken by Indue, Gobsmacked or the Wagga RSL Club, you should contact Indue or the Wagga RSL Club and request that Indue or the Wagga RSL Club review its decision in accordance with section 23 below.

23. RESOLVING ERRORS ON ACCOUNT STATEMENTS

If you believe a transaction is wrong or unauthorised or your account statement contains any instances of unauthorised use or errors, you must immediately notify the Wagga RSL Club. As soon as you can, you must also provide the Wagga RSL Club the following:

- your name and address and Nexus Card number;
- details of the transaction or the error you consider is wrong or unauthorised;

- the dollar amount and an explanation as to why you believe it is an unauthorised transaction or an error;
- details of whether your Nexus Card is signed and your PIN secure; and
- any other details requested by the Wagga RSL Club or Indue.

The Wagga RSL Club and Indue have the ability to investigate any disputed transaction which occurs on your Nexus Card. You may wish to dispute a transaction in circumstances where:

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

If the Wagga RSL Club or Indue find that an error was made or that you are not liable for the transaction in accordance with the terms set out in section 22, then Indue will make the appropriate adjustments to your Nexus Card and will advise you in writing of the amount of the adjustment.

Where possible, Indue will attempt to recover funds from the relevant merchant's bank via way of a chargeback where applicable industry rules and regulations allow chargebacks. Typically, Indue will be able to chargeback a transaction where a transaction occurred offline (for example, a fallback transaction) and the relevant transaction is over the offline limit that has been set.

24. CHANGES TO THESE TERMS AND CONDITIONS

We may change, add to or delete the terms and conditions set out in this PDS at any time. Where the change involves an increase in our fees or charges, or an increase in the risk associated with the Nexus Card or may otherwise be detrimental to you, we will provide you with at least 30 days' prior notice of the change or variation.

In these circumstances, we will notify you of the change by sending to you a supplementary product disclosure statement.

Any notice or document may be given by us sending it to your last known address. Except where it contravenes a law, if we send it to your last known address, it is taken to have been received on the date it would have been delivered in the ordinary course of the post.

Any other changes may be made from time to time and may be updated by amending the version of this PDS that is available at www.waggar-sl.com.au.

A copy of the latest version of this PDS will be available at all times online at www.waggar-sl.com.au at no cost to view. Upon request by you, Indue or the Wagga RSL Club will provide you with a paper copy of the latest version of this PDS without charge.

If you wish to cancel your Nexus Card as a result of any change of variation we make to this PDS, you must contact Indue or the Wagga RSL Club to cancel your Nexus Card. In these circumstances, you will not be charged any cancellation fee.

25. OTHER GENERAL CONDITIONS

You may not assign your rights under this PDS to any other person. Indue may assign its rights or transfer the contract to another person where such assignment is to a related party or third party where such third party has a similar or fairer dispute resolution procedure than Indue. If Indue assigns or transfers the rights under this PDS, this PDS will apply to the transferee or assignee as if it were named as Indue. If we assign this PDS, we will provide you with notice and you will be able to cancel your Nexus Card as a result of this assignment without being charged any card cancellation fees.

26. ANTI-MONEY LAUNDERING AND COUNTER-TERRORIST FINANCING

You acknowledge and agree that:

- where required, you will provide to Indue all information reasonably requested by Indue in order for Indue to comply with the fraud monitoring and anti-money laundering and counter terrorism financing obligations imposed on it pursuant to the AML Legislation;
- Indue may be legally required to disclose information about you to regulatory and/or law enforcement agencies;
- Indue may block, delay, freeze or refuse any transactions where Indue in its sole opinion considers reasonable grounds exist to believe that the relevant transactions are fraudulent, in breach of the AML Legislation or any other relevant law;
- where transactions are blocked, delayed, frozen or refused by Indue in accordance with this section 26, you agree that Indue is not liable for any loss suffered by it or other third parties arising directly or indirectly as a result of Indue taking this action; and
- where required, Indue will monitor all transactions that arise pursuant to your use of Nexus Card in accordance with its obligations imposed on it in accordance with the AML Legislation.

27. DEFINITIONS

In this PDS, unless otherwise indicated:

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

ATM means automatic teller machine.

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

Direct Credit (also known as Electronic Funds Transfer, EFT or Pay Anyone) means a facility that enables you, through your Australian financial institution's internet banking platform, to credit funds to a facility that has an account number and a BSB, such as your Nexus Card (see the reverse side of your Nexus Card for the relevant account number and BSB associated with it).

eftpos means Electronic Funds Transfer Point of Sale.

Electronic Banking Terminal means an eftpos device, being a terminal at which payments can be made (for example, a terminal that a merchant has available in store at which you may make electronic payments using a card, such as your Nexus Card, that is acceptable to the merchant).

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

Expiry Date means the expiry date printed on the front of your Nexus Card.

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

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

Loyalty Scheme means a program established by the Wagga RSL Club whereby a member of the Wagga RSL Club accrues reward points in accordance with the Wagga RSL Club's loyalty scheme rules that are in force from time to time.

Nexus Card means the Wagga RSL Nexus Card, which is the eftpos prepaid Reloadable card issued by Indue to you at the request of the Wagga RSL Club.

Nexus Card Limit means the total Value that may be stored on your Nexus Card at any one time, which as at the date of this PDS is \$5,000.

PIN means the Personal Identification Number required to be entered by you when using the Nexus Card for Electronic Transactions. The PIN is set by you at the same time you activate your Nexus Card and may be changed by you from time to time (refer to section 19 above).

Reloadable means that additional Value may be loaded (added) onto your Nexus Card from time to time in accordance with this PDS and provided that the Value stored on your Nexus Card does not exceed the Nexus Card Limit.

Value means the monetary value stored on your Nexus Card from time to time (expressed in Australian Dollars), that remains available to you.

Wagga RSL Club means Wagga RSL Club Ltd ABN 12 000 947 071.

We, us, our means Indue.

Website means www.waggarisl.com.au.

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

28. INTERPRETATIONS

Reference to:

- one gender includes the other;
- the singular includes the plural and the plural includes the singular;
- a party named in this PDS includes the party's executors, administrators, successors and permitted assigns;
- money is referring to Australian Dollars unless otherwise stated;
- "Including" and similar expressions are not words of limitation;
- where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning;
- headings and any table of contents or index are for convenience only and do not form part of this Agreement or affect its interpretation;
- if an act must be done on a specified day which is not a Business Day, it must be done on the next business day.

29. PARTIES

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

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

WAGGA RSL *nexus* card

Indue Limited ABN 97 087 822 464 is the issuer of the Nexus Card. AFS Licence No. 320 204. Wagga RSL Club Ltd ABN 12 000 947 071 and Gobsmacked Marketing Pty Ltd ABN 30 129 835 632 are authorised representatives of the issuer. Please refer to the Financial Services Guide and the Product Disclosure Statement which are available and can be obtained online at www.waggarisl.com.au. You should consider the Product Disclosure Statement in deciding whether or not to acquire the Nexus Card.

For further information visit: www.waggarisl.com.au. Wagga RSL Dobbs Street Wagga Wagga NSW 2650, Australia. Ph: (02) 6921 3624