

Terms and Conditions

Effective: 26 October 2015



QANTAS CASH TERMS AND CONDITIONS

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1. Understanding these Terms and Conditions

1.1 In these Terms and Conditions:

Activate, Activated and Activation refers to the activation of the Facility to enable you to use the Facility in accordance with the procedure set out at clause 3. Activation does not occur unless and until you have applied for and been successfully accepted for the Facility (including without limitation passing the required identity checks) and have set up My Account.

ATM means an automated teller machine.

AUD means the lawful currency of Australia.

Bank Transfer means settlement of an Online Load via an electronic transfer from your bank account in accordance with the procedure set out in section 5 of the PDS.

Bank Transfer Load means loading money onto the Facility using the bank and branch number details set out in section 5 of the PDS.

Business Day means any day that is not a Saturday or Sunday, or bank holiday or public holiday in New Zealand.

CAD means the lawful currency of Canada.

Card means the Qantas Frequent Flyer program membership card which includes the technology to access the Facility when Activated. **Card Number** means the Qantas Cash number on the Qantas Cash side of the Card (which is different to the Qantas Frequent Flyer program membership number on the other side of the Card).

Card PIN means the PIN you set by calling the MasterCard Qantas Cash Global Support on 0800 101 500 and following the prompts, or by other such methods as we make available from time to time (which is different to the PIN issued to you for use with the Qantas Frequent Flyer program).

Currency or **Currencies** means, subject to clause 2.3 below, any one of the currencies detailed in clause 5.15 and any additional currency that we may make available in connection with the Facility from time to time.

EUR means the lawful currency of the Eurozone.

Facility means the prepaid payment product described in the PDS and these Terms and Conditions.

Fees Table means the fees table set out in clause 8.1.

Fund or **Funds** means the aggregate of all funds loaded onto your Facility, as recorded in the Currency records maintained by the Issuer (or by the Issuer's agent or other service provider), and available for transactions using the Facility.

GBP means the lawful currency of United Kingdom.

Global Assistance means those services described under the heading 'Global Assistance' at section 5 of the PDS.

HKD means the lawful currency of Hong Kong.

Issuer means Travelex Card Services Limited (company no. 3385024,

FSP138004), who is the issuer of the Facility.

JPY means the lawful currency of Japan.

Limits Table means the limits table set out in clause 9.2.

MasterCard® means MasterCard International Incorporated and any of its related bodies corporate.

MasterCard Prepaid Management Services means MasterCard Prepaid Management Services (NZ) Limited (company no. 3261147) formerly known as Access Prepaid New Zealand Limited.

MasterCard Qantas Cash Global Support means the service centre that we have arranged to be provided to you in connection with the Facility.

My Account means the internet site accessed at qantascash.co.nz which gives you access to information about Qantas Cash using the Security Details (or any other internet site we notify to you in replacement).

Negative Balance means any debit balance that results when there are insufficient Funds on your Facility and a transaction is processed and cleared. Examples of when this may occur are described in clause 5.19. **NZD** means the lawful currency of New Zealand.

Online Load means loading money onto your Facility online at qantascash.co.nz and includes using Bank Transfer via your financial institution. MasterCard Prepaid Management Services may make other forms of loading available from time-to-time and these methods will be published at qantascash.co.nz.

Personal Information has the same meaning given that term as in the Privacy Act 1993.

PDS means the Product Disclosure Statement relating to Qantas Cash available at qantascash.co.nz.

POS means point of sale.

Qantas means Qantas Airways Limited.

Qantas Frequent Flyer program or **Qantas Frequent Flyer** means the program of this name operated by Qantas and described on the Qantas website at qantas.com/frequentflyer.

Qantas Frequent Flyer Terms and Conditions means the terms and conditions of the Qantas Frequent Flyer program as described on the Qantas website at qantas.com/terms.

Qantas Points means frequent flyer points under the Qantas Frequent Flyer program in accordance with the Qantas Frequent Flyer Terms and Conditions.

Security Codes means the Card PIN and the passwords to access My Account.

Security Details means the information given by you when applying for and activating the Facility, for the purposes of verifying your identity, or any changes made to this information.

Security Requirements has the meaning given in clause 11.1. Services means any services provided by us (or by service providers on the Issuer's or MasterCard Prepaid Management Services' behalf) in connection with the Facility. It includes the interactive voice response system (available in English) and MasterCard Qantas Cash Global Support which are accessible using the Security Details.

SGD means the lawful currency of Singapore.

SMS means the short messaging service provided by your mobile phone service provider.

Unauthorised Transaction means a transaction not authorised by you, but does not include any transaction carried out by you or by anyone performing the transaction with your knowledge and consent. **USD** means the lawful currency of United States of America.

we, us, our means the Issuer and, except where the context indicates a different intention, also includes any agent acting on behalf of the Issuer.

you, your means the holder of the Facility.

1.2 Unless otherwise specified, all amounts of money in these Terms and Conditions are in New Zealand Dollars.

1.3 References to days, times or periods of time in these Terms and Conditions are determined according to New Zealand Standard Time (NZST).

2. Introduction

2.1 These Terms and Conditions, along with the PDS, govern the use of the Facility. There are separate terms and conditions which govern your use of the Card as part of your Qantas Frequent Flyer membership – see gantas.com/terms for further information.

2.2 You agree to be bound by these Terms and Conditions when you apply for the Facility.

2.3 The Currencies available in respect of the Card may vary from time to time. Please check qantascash.co.nz for details of the available Currencies at any time. If we introduce a new Currency and you choose to allocate funds to that new Currency, you will be deemed to have acknowledged and agreed that these Terms and Conditions apply to such new Currency.

3. Applying for and Activating the Facility

3.1 You may not acquire or apply for the Facility, the Facility will not be Activated for you, and your Card with Qantas Cash technology may not be renewed or replaced, unless you are and remain at all times a member of the Qantas Frequent Flyer program, you have a residential address in New Zealand, and you are 16 years or older.

3.2 The Facility is Activated following our acceptance of your application which is made online at qantascash.co.nz and verification of your identity. You will need to provide us with sufficient detail to enable us to verify your identity, including but not limited to details of your identity documents (e.g. passport or driver's licence details) before we are able to activate your Facility. If we are unable to validate your identity online you may be able to verify your identity at New Zealand Automobile Association locations. Further details of offline identification will be provided to you if applicable. You will also need to set up your My Account details by following the relevant prompts.
3.3 If your application for the Facility is successful, you will receive My Account login details and be required to create a password to access My Account.

3.4 In addition to the My Account passwords, you will be required to set your Card PIN by calling the MasterCard Qantas Cash Global Support on 0800 101 500 and following the prompts, or by other such methods as we make available from time to time. You will need to use your Card PIN for making purchases at POS and when withdrawing

cash at an ATM using Qantas Cash. You should memorise the Card PIN to prevent unauthorised use of the Facility. You must also follow the Security Requirements in respect of the Facility. Your Card PIN is different to your Qantas Frequent Flyer program PIN.

3.5 Once you have successfully completed the online application process, been positively identified online and/or in-person, and set up My Account, the Facility will be Activated and you will be able to load funds. There may be a delay in this occurring if you have been identified in person.

3.6 No cooling off regime applies to the Facility.

4. Loading and Transferring Funds

4.1 In order to use your Card to make purchases or to withdraw cash, funds need to be loaded onto the Facility. Once loaded, Funds can be converted to any of the available Currencies as often as you like subject to the limits set out in clause 9.2.

4.2 The transfer time for a Bank Transfer Load is usually no more than two Business Days when the payment is made before 2pm New Zealand Standard Time.

4.3 When loading funds through a Bank Transfer Load the default Currency is set to New Zealand Dollars. You can change the default Currency by logging into My Account at qantascash.co.nz. You can only have one default Currency at a time. If you send a load (through your own internet banking) and then change your default load Currency before we receive your load payment we will apply your load to the Currency that is set as your default load Currency at the time we process your load. Please refer to clause 7 for information on foreign exchange transactions.

4.4 Bank Transfer and Online Load service are provided to you by MasterCard Prepaid Management Services. To make an Online Load follow the instructions set out on the qantascash.co.nz ordering pages. A full copy of the online ordering terms and conditions are set out at qantascash.co.nz.

5. Using the Facility

5.1 Subject to the restrictions set out in this clause 5.1 and clauses 5.3, 5.4, 5.10, 5.20 and 5.21 the Facility may, subject to any applicable fee, be used to withdraw cash from an ATM displaying a MasterCard® acceptance mark and/or to pay for goods and services at merchants, or online, who accept MasterCard cards. The ATMs and POS terminals are not owned or operated by the Issuer or MasterCard Prepaid Management Services are not responsible for ensuring that they will accept the Card. For example, the Issuer and MasterCard Prepaid Management Services cannot control when an ATM or POS terminal is due for maintenance or is faulty or if a merchant chooses not to accept the Card. In such cases, your Card may not function properly or be declined.

5.2 When using your Card at POS terminals and ATMs, you must select 'credit' and not the 'cheque' or 'savings' option. Please note that by selecting 'credit' you are simply accessing the Funds through the MasterCard payment scheme; you are not provided with any credit by

the Issuer or any other person (although if a Negative Balance occurs, then you will have to repay the amount owing – see clause 5.19 below). Unless the transaction is a MasterCard contactless transaction, you will then be asked to enter your Card PIN or provide a signature on a voucher to confirm the transaction.

5.3 Although the MasterCard acceptance mark may be displayed, in some countries and geographical regions the Facility may not operate due to restrictions and sanctions. Please verify the list of countries and regions with restrictions at qantascash.co.nz.

5.4 Please note that the Facility is for electronic and POS use only and must not be used for manual or offline transactions. In addition, the Facility must not be used for any unlawful activity.

5.5 You may also be able to obtain cash over the counter through a financial institution, such as a bank or a bureau de change that is part of the MasterCard payment scheme subject to a fee. Note that a financial institution may charge fees for over the counter transactions.
5.6 A transaction cannot be cancelled once you authorise the use of the Facility for the transaction.

5.7 You may also be able to make a balance enquiry at some ATMs although availability is dependent on the country and the ATM used. See clause 6.5 below for further details. There may be a fee payable (to the ATM operator) for balance enquiries.

5.8 When the Facility is used to purchase fuel at an automated fuel pump the Fund must have a minimum credit of NZD 125 (or foreign currency equivalent).

5.9 When the Facility is used at bars or restaurants an additional percentage (usually, but not necessarily, 20%) may be automatically added by the merchant as an anticipated service charge or tip and debited to the Fund. If your actual service charge or tip is less, any unused portion of the anticipated service charge or tip amount may be temporarily unavailable.

5.10 Certain businesses may not accept the Facility as a means of preauthorising expenditure. If the Facility is used for this purpose, some businesses (such as hotels, cruise lines and car rental companies) may pre-authorise the estimated amount of the final bill and this amount will temporarily be unavailable. Only the actual amount of the final bill will be deducted from the Fund on payment of the final bill.

5.11 When a Facility is used to purchase goods for delivery by mail or online, an additional 10% may be automatically added by the merchant as an anticipated delivery charge. If the actual delivery charge is less, any unused difference may be temporarily unavailable.

5.12 You agree to accept a credit to your Facility in the applicable Currency if you are entitled to a refund or other credit for any reason for goods or services purchased using the Facility.

5.13 The Facility is not a credit card and, subject to the Fund having a Negative Balance, all use is limited to the amount pre-loaded and standing to the credit of the Fund and any other limits referred to in these Terms and Conditions. You will be liable for any Negative Balance amount along with any costs and interest we incur in recovering or attempting to recover from you the amount you owe us.

5.14 Subject to the application of clauses 5.16 and 7.3, the applicable Currency balance (and therefore the total Fund) will be debited with the amount of each cash withdrawal or transaction and any fee and these debits will reduce the balance of the applicable Currency (and therefore the total Fund) available for future transactions. Each transaction will require authorisation or validation before completion. 5.15 Subject to clause 5.16, you are responsible for determining the amount held in each Currency and for ensuring you have sufficient Funds for all transactions. Subject to certain limits and subject to a fee (refer to the Fees Table and Limits Table) and currency exchange rate, you may allocate your Funds across different Currencies via gantascash.co.nz or by such additional methods as we may make available to you from time to time. If you experience any difficulties in allocating amounts via gantascash.co.nz then you may be able to allocate amounts by telephone through the MasterCard Oantas Cash Global Support. Subject to clause 2.3, the Currencies that are available are set out below:

- New Zealand dollars (NZD)
- Australian dollars (AUD)
- United States dollars (USD)
- Euros (EUR)
- Great British pounds (GBP)
- Japanese yen (JPY)
- Canadian dollars (CAD)
- Hong Kong dollars (HKD)
- Singapore dollars (SGD)

5.16 If there is an insufficient balance in the Currency of a particular transaction to pay for that transaction (or the transaction is in a currency that is not a Currency), the balance of the transaction will be automatically processed first against any balance of the transaction Currency on the Facility, then using other Currencies in the order of priority, in the table below. If we add any new currencies to the Currencies available to you in connection with the Card, then we will notify you of the new order of priority for the purposes of this clause 5.16 either directly or through My Account.

Order of priority table

The default order of priority is:

1	2	3	4	5	6	7	8	9
NZD	AUD	USD	EUR	GBP	JPY	CAD	HKD	SGD

5.17 You must comply with all laws and regulations (including any foreign exchange controls) in respect of the Facility in the country in which you make a purchase and/or use the Facility.

5.18 The Facility can be accessed for making purchases and withdrawals using the Card in accordance with these Terms and Conditions. Use of the Card with respect to the Qantas Frequent Flyer program is governed separately by the Qantas Frequent Flyer Terms and Conditions. All benefits associated with the Qantas Frequent Flyer program membership card as previously issued to you continue

in accordance with and subject to those $\ensuremath{\mathsf{Qantas}}$ Frequent Flyer Terms and Conditions.

5.19 The Funds can only be used for transactions if the amount of the Funds is sufficient for the transaction to be performed. You agree not to make or attempt to make transactions that exceed the available Funds. If a Negative Balance arises, following any transaction authorised by you, the resulting Negative Balance immediately becomes a debt payable by you to us and we retain the right to recover this debt by deducting funds held in another Currency. When we convert the Negative Balance into that other Currency we will use the same rate that we use for Currency to Currency allocations on the given day we process the transaction. If notwithstanding any such deduction a Negative Balance remains:

- the resulting Negative Balance immediately becomes a debt payable by you to us;
- (b) you must take all reasonable steps to stop subsequent transactions; and
- (c) you must immediately and without delay repay the debt owed by you to us.

 ${\bf 5.20}$ The Facility cannot be used for purchases relating to gambling or adult entertainment.

5.21 The Facility cannot be used for the payment of loans, interest on loans or any lines of credit.

6. Managing your Funds

6.1 You can check your Facility transactions and the balance of your Funds and any loaded Currency by logging on to My Account or by calling the MasterCard Qantas Cash Global Support.

6.2 At My Account you are also able to:

- change some of your personal details (but note this will not change your personal details held with Qantas for the purposes of your Qantas Frequent Flyer program membership – if you wish to change these details you will need to contact Qantas separately);
- (b) allocate your Funds across different Currencies;
- (c) transfer Funds to other Qantas Cash Facility holders; and
- (d) retrieve your Bank and Branch and Account Number references for the purpose of making Bank Transfer Loads.

6.3 To transfer funds to another New Zealand Qantas Cash Facility please follow the prompts at qantascash.co.nz. There may be a delay of up to two Business Days before Funds that you have transferred to another Qantas Cash Facility are available for use. You may only transfer Funds to another New Zealand Qantas Cash Facility holder if that person has Activated their Qantas Cash Facility. You cannot transfer Funds to an Australian Qantas Cash Facility holder.
6.4 Upon first use of Qantas Cash, statements will be issued

6.4 Upon first use of Qantas Cash, statements will be issued electronically to you at monthly intervals unless you specifically request a paper statement (on each occasion) by calling the MasterCard Qantas Cash Global Support, in which case a paper statement will be issued. You should carefully check all statements for any discrepancies and notify the MasterCard Qantas Cash Global Support immediately if you believe there is any discrepancy in any statement. Under the MasterCard scheme rules, we may be able to claim a chargeback on your behalf if a problem (such as unauthorised use, or non-delivery of goods ordered) arises. However, there are time limits for us to be able to claim this on your behalf. It is therefore important for you to report any problems immediately.

6.5 If an ATM displays your Fund balance, then this may be displayed in NZD or in a different currency, in which case the exchange rate applied may be different to ours and discrepancies can arise. An ATM will not display a balance for each Currency. An accurate balance for each Currency can be obtained through the MasterCard Qantas Cash Global Support or through My Account at qantascash.co.nz.

7. Foreign Exchange Transactions

7.1 A foreign exchange rate will apply to transactions that are conducted on the Facility in the following instances:

- (a) initial load where you allocate funds in a foreign Currency (i.e. in a currency other than NZD);
- (b) Bank Transfer Loads where your default Currency is not NZD, or Online Loads (using Bank Transfer, or such other method as we may make available from time to time) where you allocate funds to a Currency other than NZD;
- (c) POS transactions where the transaction is in a currency that is not one of the Currencies available on the Card;
- (d) ATM withdrawals where the local currency is not one of the Currencies available on the Card;
- (e) where you allocate funds from one Currency to a different Currency on your Facility or to a different Currency on another person's Facility, or we allocate Funds from one Currency to a different Currency to recover a Negative Balance in accordance with clause 5.19 or Fees in accordance with clause 8;
- (f) where we allocate funds from one Currency to a different Currency on your Facility because of a purchase or withdrawal transaction in accordance with clause 5.16; and
- (g) where your Facility is closed, or the balance of a Card is repaid to you under clause 16 below, and the Facility has funds in a foreign Currency (i.e. in a currency other than NZD).

7.2 In the circumstances described in clauses 7.1(a) and 7.1(b), the foreign exchange rates used for loading the Facility are set and determined by Qantas and MasterCard Prepaid Management Services and vary each day. You can obtain this exchange rate online at qantascash.co.nz or by contacting the MasterCard Qantas Cash Global Support.

7.3 In the circumstances described in clauses 7.1(c), 7.1(d) and 7.1(f) the relevant amount will be funded by converting the transaction amount into the next available Currency balance on your Facility in the order of priority (Refer clause 5.16). The foreign exchange rate used is the rate determined by MasterCard® to be the wholesale rate or the government mandated rate in effect on the day the transaction is processed by MasterCard, plus a currency conversion fee of 2.5% of the transaction value.

7.4 In the circumstances described in clauses 7.1(e) the foreign

exchange rate used for allocating Funds from one Currency to another Currency on your Facility or from one Currency on your Facility to a different Currency on another person's Facility is set and determined by Qantas and MasterCard Prepaid Management Services, varies each day and will be notified to you at the time of the transaction.

7.5 In the circumstances described in clause 7.1(g), where your Facility is closed, and the balance of your Facility is repaid to you, and the Facility has funds in a foreign Currency (i.e. in a currency other than NZD), we will convert these funds into NZD. The foreign exchange rate used for this is set and determined by Qantas and MasterCard Prepaid Management Services and varies each day and will be notified to you at the time. You can also obtain this exchange rate by contacting the MasterCard Qantas Cash Global Support. If you wish to confirm the foreign exchange rates before you close your Facility you can also contact the MasterCard Qantas Cash Global Support.

7.6 MasterCard Prepaid Management Services earns foreign exchange revenue on Qantas Cash transactions involving a foreign currency conversion in the circumstances described in clause 7.1 and holds a fixed share of that amount for Qantas. You hereby consent to MasterCard Prepaid Management Services earning and retaining a fixed share of that amount and to the payment by MasterCard Prepaid Management Services of the remaining share of foreign exchange amount to Qantas.

Examples

Example 1: The following example is provided to assist you in understanding how the foreign exchange rate is set and applied when you load your Facility by way of an Online Load.

You are travelling to the United Kingdom and wish to activate the Facility and load GBP.

- Following Activation you go online to qantascash.co.nz and indicate that you wish to load GBP 1,000 into your Facility.
- You are quoted a foreign exchange rate of NZD 1.00 = GBP 0.6501 (GBP 1.00 = NZD 1.538), which is the rate that has been set by Qantas and MasterCard Prepaid Management Services.
- The corresponding New Zealand Dollar cost to you of NZD 1,538.20 is also quoted.
- This rate and the corresponding cost to you to purchase GBP 1,000 are set when you confirm your purchase.
- You will then be obliged to settle NZD 1,538.20 by Bank Transfer or such other settlement method as we make available from time to time.

Example 2: The following example is provided to assist you in understanding how the foreign exchange rate is set and applied when you conduct a Bank Transfer Load and your default Currency is not New Zealand dollars.

- You initiate a Bank Transfer Load by making a payment of NZD 2,000 using the Bank Transfer Bank and Branch number set out in the PDS and your 10 digit account number from 'Settings' within qantascash.co.nz, and your default Currency is USD.
- At the time the Funds are loaded onto the Facility (within two

Business Days of receipt of funds from you) the relevant foreign exchange rate is NZD 1.00 = USD 0.998 (USD 1.00 = NZD 1.002), which is the rate that has been set by Qantas and MasterCard Prepaid Management Services.

• The corresponding USD amount at that rate is USD 1,996, which is loaded into your USD balance.

Example 3: The following example is provided to assist you in understanding how the foreign exchange rate is set and applied when you conduct an ATM transaction in a currency that is different to the Currencies on the Facility. Although it describes an ATM transaction the same process will apply to POS transactions.

You are travelling to Brazil and wish to withdraw Brazilian Real BRL 50.00 from an ATM there (Funds from your NZD balance will be used first as per the default order of priority – see clause 7.3 above):

- Assuming the prevailing exchange rate set by MasterCard[®] is NZD 1.00 = BRL 0.746 the NZD cost before the currency conversion fee is applied will be NZD 67.02 (1/0.746 x BRL 50.00).
- After the currency conversion fee of NZD 1.67 (NZD 67.02 x 2.5%) is applied the cost to you will be \$68.69, which will be deducted from your NZD balance.

Any withdrawal fee charged by an ATM operator will be charged in addition to the above amounts.

Example 4: The following example is provided to assist you in understanding how the foreign exchange rate is set and applied when you conduct a transaction that requires us to allocate funds from several Currencies.

You are travelling in the United States of America and while shopping make a purchase for USD 150.00. At the time of this purchase you have the following Currency balances – USD 50, NZD 0, EUR 60, CAD 100. The following application of Funds will take place:

Currency balance before transaction	Amount to debit from Card Fund	Running purchase balance	MasterCard FX Rate excluding currency conversion fee	FX Rate including currency conversion fee of 2.5%	Currency balance after transaction
USD 50.00	USD -50.00	USD 100.00	-	-	USD 0.00
NZD 0.00	NZD 0.00	USD 100.00	-	-	NZD 0.00
EUR 60.00	EUR -60.00	USD 15.40	USD 1: EUR 0.6919	USD 1: EUR 0.7092	EUR 0.00
CAD 100.00	CAD -15.49	USD 0.00	USD 1: CAD 0.9815	USD 1: CAD 1.006	CAD 84.51

Example 5: The following example is provided to assist you in understanding how the foreign exchange rate is set and applied when you allocate Funds from one Currency to another Currency.

You have USD 500 held in the USD Currency balance in your Facility and you wish to transfer all of it into your GBP Currency balance.

- You go online to qantascash.co.nz and indicate that you wish to transfer USD 500 into GBP.
- You are quoted a foreign exchange rate of USD 1.00 = GBP 0.688 (GBP 1.00 = USD 1.453).
- The corresponding amount of GBP 344 that this will enable you to purchase is also quoted.
- Once this is confirmed by you, we will deduct USD 500 from your USD Currency balance and add GBP 344 to your GBP Currency balance.

8. Fees

8.1 You agree to pay and authorise us to debit the Fund for the fees set out in the Fees Table below as soon as they are incurred. Unless otherwise specified, all Fees will be debited in NZD. If there are insufficient Funds in NZD to pay such Fees, then we will automatically deduct funds from other Currencies in the order of priority (Refer clause 5.16. Any such deduction of Funds will be subject to a currency conversion rate determined by Qantas and MasterCard Prepaid Management Services and notified to you at the time. If we make additional currencies available to you in connection with the Facility, then we will notify you of the new order of priority for the purposes of this clause 8.1 either directly or through My Account and/or qantascash.co.nz.

Fees Table

Purchase, load, transaction, cash out, card to card transfer or monthly fee	No fee (subject to clause 8.2)
International ATM withdrawal fee (outside New Zealand) ¹	NZD 2.50; AUD 1.95; USD 1.95; EUR 1.50; GBP 1.25; JPY 160; CAD 2.00; HKD 15.00; SGD 2.50;
Currency conversion fee ²	2.5% of transaction value

1. Some ATM operators may charge a withdrawal fee. In addition, if relevant a foreign exchange rate may be applied in accordance with clause 7.

2. This amount will be applied as a margin in addition to the MasterCard® rate in circumstances where money is withdrawn or used for purchase transactions in a currency which is not supported by Qantas Cash, or where money is allocated by us from one currency to a different currency as a result of a purchase or withdrawal transaction. Please refer to clauses 7 for further information.

8.2 Certain merchants may charge an additional fee if the Facility is used to purchase goods and/or services. The fee is determined and charged by the merchant and is not retained or received by us.

9. Facility Limits

9.1 Most ATM operators limit the minimum and maximum amounts that can be obtained in a single transaction. These amounts may also

be limited (in some countries) by regulatory controls. **9.2** Other limits are also applicable to the use of the Facility, as set out in the Limits Table below.

Limits Table

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Maximum number of Qantas Cash Facilities you may hold in your name at any one time.	One
Minimum amount you can load on Qantas Cash per load	NZD 50
Maximum individual amount you can load on Qantas Cash in any 24-hour period	NZD 20,000
Maximum you can withdraw from ATMs in any 24-hour period (some ATM operators may set their own withdrawal limits which may be lower than this limit)	NZD 3,000 or equivalent
Maximum value of point of sale (POS) transactions performed in any 24-hour period	NZD 15,000 or equivalent
Maximum balance allowed at any one time across all Currencies	NZD 100,000 or equivalent
Maximum amount you can load across all Currencies during a 12-month period	NZD 100,000 or equivalent
Minimum balance allowed at any one time	NZD 0.00* *No overdraft facility available
Cash over the counter limit	NZD 350 or equivalent Maximum cash you can withdraw over the counter at a financial institution in any 24-hour period (some financial institutions may set their own withdrawal limits which may be lower than this limit).
Contactless transactions	NZD 80

10. Global Assistance

 ${\bf 10.1}$ You are entitled to Global Assistance from Activation until closure of the Facility.

10.2 The Issuer arranges for the Global Assistance services to be provided and is not the provider. The Issuer does not promise that the Global Assistance services will:

- (a) always be available;
- (b) be suitable for any purpose; or
- (c) be provided to any particular standard.

10.3 You acknowledge that any changes to, or discontinuance of, the Global Assistance services can occur without the Issuer's participation.10.4 You also acknowledge and agree that:

- (a) the Global Assistance services are used at your own risk;
- (b) the Issuer is not liable for any liability or loss arising in connection with the use by you of the Global Assistance services or because of the Global Assistance services being unavailable or discontinued;
- (c) you cannot make any complaint to the Issuer about the Global Assistance services; and
- (d) you do not rely on the Global Assistance services being available, being suitable for any purpose or being provided to any particular standard in deciding to purchase the Facility.

11. Card Security

11.1 You must ensure that you keep the Facility, the Security Details and all Security Codes safe and secure by taking the following precautions (Security Requirements). You must not:

- (a) allow anyone else to use the Facility;
- (b) interfere with any magnetic stripe or integrated circuit on the Card;
- (c) unnecessarily disclose the Card Number;
- (d) write any Security Code on the Card;
- (e) carry any Security Code with the Card;
- (f) record any Security Code where it may be accessed by other people;
- (g) give any Security Code to anyone else (including the police and/ or MasterCard Prepaid Management personnel or the MasterCard Qantas Cash Global Support employees);
- (h) fail to comply with any instructions we give about keeping the Card and any Security Details safe and secure; and
- (i) act with carelessness in failing to protect the security of the Security Code.

11.2 The Facility will be disabled if an incorrect Card PIN is entered three successive times. If the Facility is disabled, please contact the MasterCard Qantas Cash Global Support to reactivate the Facility. There may be a delay (usually 24 hours) in reactivating a disabled Facility. If the Facility is disabled the Qantas Frequent Flyer functionality should continue to operate.

11.3 As best you can, you must memorise your Security Codes. For security purposes, you should not keep any Security Code written anywhere near your Card. If you forget your Card PIN, you can change your PIN by calling the MasterCard Qantas Cash Global Support on 0800 101 500 and following the prompts.

12. The Card and Card expiry

12.1 The Card is at all times owned by Qantas.

12.2 Although the Facility does itself not expire, the Card, as a payment device, cannot be used to access the Facility after the Card has expired. The expiry date after which the Card can no longer be used as

a payment device is printed on the Qantas Cash side of the Card. The expiry date on the Qantas Cash side of the Card is different from the expiry date on the Qantas Frequent Flyer program side of the Card. After the expiry date on the Qantas Frequent Flyer program side of the Card, the Card cannot be used to access Qantas Frequent Flyer program benefits. Please see qantas.com for more information.

12.3 Unless the Facility has been closed (see clause 16), subject to clause 3.1, a new/replacement Card will be sent to you automatically before the Card reaches the expiry date on the Qantas Cash payment side of the Card. Upon receipt and activation of the new Card, you are required to destroy your old Card. If you did not successfully apply for and Activate the Facility before your existing Card expired, Qantas may choose to send you a replacement Qantas Frequent Flyer Card without the Facility.

12.4 If your Facility has been closed but you are still a Qantas Frequent Flyer member, you should not destroy your Card. Please refer to qantas.com for more information.

13. Loss, Theft and Misuse

13.1 If you know or have reason to suspect that the Facility and/or Card is lost or stolen or damaged, likely to be misused or you have reason to suspect that someone else may know any Security Code or Security Details, you must immediately notify the MasterCard Qantas Cash Global Support. Subject to clause 3.1, we will then suspend the relevant Facility to restrict further use and will arrange to send you a new Card to access the Facility.

13.2 You may be required to confirm details of the loss, theft or misuse in writing (and to provide particular information in the confirmation) and you must comply with that requirement.

13.3 You must assist us and the police in any enquiries and attempts to recover a lost or stolen Card or investigate misuse of a Facility.
13.4 If any lost Card is subsequently found the Facility must not be used unless the MasterCard Qantas Cash Global Support confirms it may be used.

14. Liability for Unauthorised Transactions

14.1 You will not be liable for losses resulting from Unauthorised Transactions where it is clear that you have not contributed to the loss.

14.2 You will not be liable for losses resulting from Unauthorised Transactions that are caused by the fraudulent or negligent conduct of:

- OT:
- (a) our staff or agents;
- (b) companies involved in networking arrangements; or
- (c) merchants who are linked to the electronic funds transfer system or their agents or employees.

14.3 You will not be liable when Unauthorised Transactions:

- happen using a Facility after notification to us that the Facility and/or Card has been misused, lost or stolen or that the security of the relevant Security Code has been breached;
- (b) are made with forged, faulty, expired or cancelled Cards or numbers (as applicable);

- (c) are the result of the same transaction being incorrectly debited more than once to the same Facility; or
- (d) are made using information that you are not required to keep secret and which you must provide to perform a transaction (for example, a Card Number) without a Card or a PIN.

14.4 Subject to clauses 14.1, 14.2 and 14.3, where we can prove on the balance of probability that you have contributed to the losses caused by an Unauthorised Transaction through:

- (a) your fraud; or
- (b) by failing to comply with the Security Requirements,

then you are liable for the actual losses which occur up to such time as we are notified of the loss, theft or misuse of your Security Code or Facility or a breach of the Security Requirements. However you will not be liable for any loss on any day, or in any period, exceeding any applicable transaction limit for that day or period and you will not be liable for loss in excess of the balance of the Funds available for transactions using your Facility.

14.5 Subject to clauses 14.1, 14.2 and 14.3, you will be liable for losses resulting from Unauthorised Transactions where we can prove on the balance of probability that you have contributed to the losses through unreasonably delaying notification of the misuse, loss or theft of a card or that the security of the relevant Security Code has been breached. However, your liability in this case is limited to losses occurring between the time that you became aware or should reasonably have become aware of the security breach and the time that the security breach was reported to us but you will not be liable for any loss on any one day, or in any period, exceeding any applicable transaction limit and you will not be liable for loss in excess of the balance of the Fund available for transactions using the Facility. 14.6 Information sent over the internet may not be completely secure. Neither the Issuer, Qantas nor MasterCard Prepaid Management Services can guarantee that the internet or online payment systems will function at all times and the Issuer. Oantas and MasterCard Prepaid Management accept no liability for unavailability or interruption or for the interception or loss of Personal Information or other data.

14.7 To dispute a transaction(s) or otherwise notify us of an Unauthorised Transaction on your Facility contact the MasterCard Qantas Cash Global Support.

15. Replacement Cards

15.1 If your Card is lost, stolen or damaged, you can request a replacement by contacting the Qantas Frequent Flyer Service Centre who will transfer you to the MasterCard Qantas Cash Global Support. Replacement Cards are sent to you at your nominated address by standard post.

16. Closing the Facility

16.1 You may close your Facility at any time by writing to, or emailing, the MasterCard Qantas Cash Global Support and the Facility will subsequently be closed.

16.2 The Issuer may, with or without notice and without incurring

any liability to you cancel or suspend your use of the Facility and/or end this Agreement if it has good reason to do so, including without limitation if:

- the Issuer considers the Facility has been or is likely to be misused;
- (b) you breach any of these Terms and Conditions;
- (c) you breach any of the Qantas Frequent Flyer Terms and Conditions (see qantas.com/terms) and/or you are no longer eligible to be a member for the Qantas Frequent Flyer program and/or your Qantas Frequent Flyer membership is suspended or terminated;
- (d) the Issuer suspects any illegal use of the Facility; or
- (e) you gave the Issuer, MasterCard Prepaid Management Services or Qantas false, inaccurate or incomplete information when you applied for the Facility.

However, unless there are exceptional circumstances (e.g. fraud or criminal activity), we will give you at least 14 days advance notice before closing your Facility.

16.3 If the Facility is closed, we will refund any credit balance in the Facility (less any fees). You may contact the MasterCard Qantas Cash Global Support, for payment in New Zealand Dollars of any credit balance remaining in the Facility once closed. The relevant amount will be deposited into your nominated bank account. The credit balance available to you will not include uncancelled, pre-authorised or 'held' amounts (see clause 5 above), although these sums will be made available to you once the pre-authorisation has been cancelled or the 'held' amounts released by the merchant and the relevant amounts are available for spending or withdrawal. A currency exchange rate will apply to any withdrawal/cash out of Funds to your bank account that are held in foreign currency. Please refer to clause 7 for information on foreign exchange transactions.

17. Changing these Terms and Conditions

17.1 We may change these Terms and Conditions (including bringing in new fees, changes in the fees or limits, changes in the services we offer and changes to the product) at our discretion by giving you at least 20 days' prior notice (see clause 21 below for details of how we will communicate with you).

17.2 We will not be in breach of these Terms and Conditions if we take steps in order to enable us to comply with any laws or other legal obligations in New Zealand or in any other country.

17.3 We will not be in breach of these Terms and Conditions if we take necessary action in order to make a change necessitated by an immediate need to restore or maintain the security of the system or the Facility.

18. Transferring this agreement

18.1 The Issuer may transfer its rights and obligations under its agreement with you (including any rights and obligations performed by MasterCard Prepaid Management Services) to any other person or business. If this happens, the person or business to which this agreement is transferred assumes all of the Issuer's rights and

obligations under the agreement. From then on, references in these Terms and Conditions to the Issuer (or MasterCard Prepaid Management Services as applicable) are to be read as references to the person or business to which the Agreement was transferred. **18.2** Except in those circumstances, and except for the benefits and rights available to Qantas or MasterCard Prepaid Management Services under these Terms and Conditions, nothing in these Terms and Conditions will confer on any third party any benefit or the right to enforce any terms of the Agreement between you and the Issuer.

19. Your Personal Information (important information about your privacy)

19.1 You acknowledge the Issuer, MasterCard Prepaid Management Services and Qantas and their respective agents may collect Personal Information in connection with the provision of the Facility, including Personal Information contained in any application form, correspondence, emails, telephone calls, internet communications and transactional information.

19.2 By applying for and Activating the Facility, you consent to the Issuer, MasterCard Prepaid Management Services and Qantas collecting, using and disclosing (including to each other) your Personal Information:

- to provide you with, and facilitate the provision of, the Facility and the Services as contemplated under these Terms and Conditions;
- (b) to link your Qantas Frequent Flyer membership number to your Facility (including to contact you if there is a problem);
- to provide you with the membership benefits of the Qantas Frequent Flyer program and to use your Personal Information in accordance with the Qantas Frequent Flyer program Terms and Conditions;
- (d) to monitor compliance with these Terms and Conditions;
- (e) for anti-money laundering (AML), detection of crime, legal compliance and fraud prevention purposes, including as required under the Anti-Money Laundering and Countering Financing of Terrorism Act 2009;
- (f) for the recovery of any money that you owe under these Terms and Conditions.

19.3 By applying for and Activating the Facility you also consent to the Issuer and MasterCard Prepaid Management Services disclosing Personal Information obtained from or relating to you to Qantas and to Qantas collecting, using and disclosing (including to each other) your Personal Information, including Personal Information collected from third parties, for the purposes of:

- Qantas or any of its related bodies corporate, providing benefits, products or services, including providing Qantas Points to you;
- (b) Qantas or any of its related bodies corporate improving customer service, including by means of research, conducting analyses and preparing analytics, marketing, product development and planning;
- (c) Qantas marketing its products or services or the products or services of third parties, including by direct marketing; and

(d) any third party providing services to Qantas, any of its related bodies corporate or Qantas Frequent Flyer program members in connection with the administration of Qantas Frequent Flyer or the conduct of any of the above purposes.

19.4 The Issuer, MasterCard Prepaid Management Services and Qantas may disclose your Personal Information to overseas recipients in the United Kingdom and United States of America for the purposes set out above. Your Personal Information may be disclosed by the Issuer or MasterCard Prepaid Management Services to third parties to facilitate the provision of the Card Services, to monitor compliance with these Terms and Conditions and for data analysis, anti-money laundering, detection of crime, legal compliance and fraud prevention purposes. The Issuer or MasterCard Prepaid Management Services may also disclose Personal Information to collection agencies and lawyers in the event that we seek to recover any money that you owe us under these Terms and Conditions. By applying for and Activating the Facility, you consent to the Issuer, MasterCard Prepaid Management Services and Qantas disclosing your Personal Information to overseas recipients as described in this clause.

19.5 If you do not agree to provide the Personal Information requested by us, then we cannot make the Facility available to you and you should not apply for and Activate the Facility.

19.6 You must notify us immediately of any change to your contact details. You can update your phone number and email address by accessing My Account on qantascash.co.nz and typing the relevant changes yourself or by contacting the MasterCard Qantas Cash Global Support. To update your address you must contact the MasterCard Qantas Cash Global Support. To update your address you must contact the Address Frequent Flyer Service Centre. 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 to us. You will need to separately update your contact details with Qantas Frequent Flyer Service Centre.

19.7 You may be required to provide information to the Issuer, MasterCard Prepaid Management Services or Qantas (including evidence of identity) when Activating the Facility or adding additional funds to the Facility.

19.8 The Issuer, MasterCard Prepaid Management Services and Qantas will take reasonable steps to keep Personal Information secure in accordance with and comply with their respective privacy policy as applicable to the Facility. Each party's uses and disclosures of your Personal Information may be different. For details about Qantas' privacy practices, see the Qantas Privacy Policy at qantas.co.nz. For details about the Issuer's privacy practices, see the Travelex Privacy Policy at qantascash.co.nz. For details about MasterCard Prepaid Management Services' privacy practices, see the MasterCard Prepaid Management Services Prepaid Privacy Policy at qantascash.co.nz.
19.9 In addition, by applying for a Facility, you consent to MasterCard Prepaid Management Services and Qantas using and disclosing your

Personal Information to notify you of our related products, promotions and customer surveys that we may conduct from time-to-time. You can elect to not receive further such notifications by:

- (a) contacting the Qantas Frequent Flyer Services Centre by email at customercare@qantascash.co.nz or by phone on 0800 101 500; or
- (b) logging in to Your Profile at qantas.com where you can view the full list of Qantas Frequent Flyer email types you are subscribed to and unsubscribe from 'Qantas Cash' emails.

You also consent to MasterCard Prepaid Management Services and Qantas sending SMSs to your mobile phone to advise you of product features or information relevant to your Facility, such as low balance alerts. If you have provided us with your mobile phone number we may also send you low balance and other product related alerts via SMS. You cannot elect not to receive important service related alerts. **19.10** Your Personal Information will not be shared or used for any other purpose except as stated above unless we are required or permitted to do so as a result of any laws and regulations, by a court order or by any business or persons to whom we transfer our rights and obligations under the agreement between you and the Issuer which is governed by these Terms and Conditions.

19.11 We will continue to keep any Personal Information that is necessary after the closure of your Facility on the same terms as are set out above (including to meet legally imposed record keeping requirements and AML record keeping obligations).

19.12 You are entitled to ask MasterCard Prepaid Management Services or the Issuer to supply you with any Personal Information that MasterCard Prepaid Management Services or the Issuer (respectively) hold about you. See section 11 of the PDS for contact details. MasterCard Prepaid Management Services or the Issuer (as applicable) will delete any incorrect information or correct any errors in any of your Personal Information that come to our notice. The applicable privacy policy (referred to in clause 19.8 above) contains information on how you may access and seek correction of the Personal Information held by the Issuer, MasterCard Prepaid Management Services or Qantas.

19.13 To aid us in the provision of the services provided under these Terms and Conditions, in the interests of security, and to help the Issuer and MasterCard Prepaid Management Services maintain and to improve their level of service, all telephone calls may be recorded and/ or monitored.

20. Liability

20.1 The Issuer, MasterCard Prepaid Management Services or Qantas will not be liable to you for any loss due to:

- (a) any instructions given by you not being sufficiently clear;
- (b) any failure by you to provide correct information;
- (c) any failure due to events outside our reasonable control;
- (d) any system failure or industrial dispute;
- (e) any ATM refusing to or being unable to accept the Facility;
- (f) the way in which any refusal to accept the Facility is

communicated to you;

- (g) any indirect, special or consequential losses;
- (h) any infringement by you of any currency laws in the country where the Facility is issued or used;
- any dispute between you and the supplier of any goods and/ or services purchased with the Facility;
- (j) our taking any action required by any government, federal or state law or regulation or court order; or
- (k) anything specifically excluded or limited elsewhere in these Terms and Conditions.

20.2 You are not liable for any loss caused by the failure of a system or equipment provided by any party to a shared electronic network to complete a transaction accepted by the system or equipment in accordance with your instructions. However, if you were aware, or should reasonably have been aware, that the system or equipment was unavailable or malfunctioning, our responsibility will be limited to:

- (a) correcting any errors; and
- (b) refunding any charges or fees imposed as a result.

20.3 These Terms and Conditions may include implied guarantees, conditions and warranties. 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 Consumer Guarantees Act 1993, the Financial Markets Conduct Act 2013 or any similar applicable 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. 20.4 Qantas Cash is issued by the Issuer and administered by the Issuer and its service providers. Qantas shall in no way be liable to you for any failure of the Issuer to comply with these Terms and Conditions, and Qantas is not responsible or liable for provision of any benefit under these Terms and Conditions, except for provision of Qantas Points.

21. Communications

21.1 You agree that, subject to applicable law and clause 21.2 below, we will give all notices or other communications to you under or in connection with these Terms and Conditions by email to your email address last known to us or which you last gave us for sending notices and communications to you. It is your responsibility to ensure that we have your current email address for this purpose. We will not be responsible if you do not receive a communication as a result of not providing us with your current email address.

21.2 If a law prohibits the giving of notices or other communications by electronic communication, then subject to the requirements at law, we may give the notice or other communication either:

- by writing to you at your residential or postal address last known to us;
- (b) 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 (or if we (c) do not have a current email address for you) – by publishing a notice in a newspaper circulating nationally in New Zealand or by posting on gantascash.co.nz.

21.3 If we give a notice or other communication to you by email, the content of the notice or communication may be:

- set out in the body of the email: (a)
- included as an electronic document attached to the email: or (b)
- made available at My Account for retrieval by you (with the email (C) advising you of this and of the general nature of the information, and giving you the ability to readily retrieve the information electronically, for example, by means of a link to My Account).

21.4 If we give a notice or other communication to you:

- by writing to you you are taken to have received it when it would (a) be delivered in the ordinary course of the post:
- by giving it to you personally or leaving it for you you are taken (b) to have received it on the day of delivery; or
- electronically you are taken to have received it on the day it is (c) transmitted.

21.5 In addition to the ways set out in these Terms and Conditions, we may give you a notice or other communication by using any method allowed or required by a law.

21.6 You agree that, for the purpose of telephone communications originated or received by the Issuer, MasterCard Prepaid Management Services or Qantas, and for the purpose of electronic communications received by the Issuer, MasterCard Prepaid Management Services or Qantas, the Issuer, MasterCard Prepaid Management Services or Qantas may verify your identity by reference to any or all of the Security Details. 22. Governing Law

22.1 These Terms and Conditions and the Agreement between you and the Issuer, are governed by the laws of the New Zealand and any legal auestions concerning the Terms and Conditions or the Agreement will be decided under those laws.

22.2 You submit to the non-exclusive jurisdiction of the courts of New Zealand to hear and determine any disputes or legal questions concerning these Terms and Conditions or the Agreement between vou and the Issuer.

23. Additional Information

23.1 The Card is an unsecured debt security, issued by Travelex Card Services Limited, a member of the Travelex group. The Card is not guaranteed by any member of the Travelex group. A PDS is available for the Card and this can be obtained free of charge from gantascash.co.nz.

For further information about Qantas Cash, visit qantascash.co.nz