

## **Notice of Assignment of PDS dated 27 May 2015**

We are writing to give you notice of the assignment of the terms and conditions governing your Infinity Plus Card (“**Card**”). These terms and conditions are set out in the Product Disclosure Statement that was provided to you when you first obtained your Infinity Plus Card and are available on the club’s website at [www.moorebanksports.com.au](http://www.moorebanksports.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.moorebanksports.com.au](http://www.moorebanksports.com.au).

If you wish to cancel your Card as a result of the assignment, please contact the club before 1 September 2015 and we will close your Card and waive the cancellation fee.

Please contact the club at 02 9825 3300 if you have any questions or concerns.

# Product Disclosure Statement

**Infinity**   
**Plus**

**Reloadable Prepaid eftpos Card  
for Moorebank Sports Club  
Indue Limited ABN 97 087 822 464 is the  
issuer of the Infinity Plus Card**

# **PRODUCT DISCLOSURE STATEMENT:**

## **1. INTRODUCTION**

This Product Disclosure Statement ("**PDS**") contains important information about the Infinity Plus 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 Infinity Plus Card.

The first time that you activate your Infinity Plus Card you will be requested to agree 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 Infinity Plus 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 18 June 2012

Words that are capitalised in this PDS are defined in section 12 below.

## **2. GENERAL DESCRIPTION OF THE INFINITY PLUS CARD**

The Infinity Plus Card is a reloadable prepaid eftpos card. The Infinity Plus Card allows purchases and payments to be made wherever prepaid eftpos cards are accepted (subject to individual merchant's discretion). The Infinity Plus Card cannot be used to withdraw cash at ATMs or at eftpos terminals.

## **3. ELIGIBILITY**

You must be a current member of Moorebank Sports Club to be eligible to apply for the Infinity Plus Card.

## **4. INFINITY PLUS CARD DISTRIBUTOR**

Gobsmacked Marketing Pty Ltd ACN 129 835 632 ("**Gobsmacked**") and Moorebank Sports Club Ltd

ACN 002 081 905 (**“Moorebank Sports Club”**) are the distributors and promoters of the Infinity Plus Card. Both Gobsmacked and Moorebank Sports Club are responsible for distributing and promoting the Infinity Plus Card and providing certain cardholder services to you. These cardholder services include providing you with your Infinity Plus 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 Infinity Plus Card.

Gobsmacked and Moorebank Sports Club are not the issuers of the Infinity Plus Card. Indue is the issuer of the Infinity Plus Card.

Both Gobsmacked (authorised representative number 333685) and Moorebank Sports Club (authorised representative number 423090) are authorised representatives of Indue.

Gobsmacked may be contacted at:

PO Box 2274

BONDI JUNCTION NSW 1355

Phone: (02) 8090 6533

Moorebank Sports Club may be contacted at:

PO Box 30

MOOREBANK NSW 2170

Phone: (02) 9825 3300

## **5. INFINITY PLUS CARD ISSUER**

The issuer of the Infinity Plus Card is Indue. Indue is an authorised deposit-taking institution. Indue holds an Australian Financial Services Licence, AFSL number 320204.

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. ROLES AND RESPONSIBILITIES OF INDUE, GOBSMACKED AND MOOREBANK SPORTS CLUB**

By entering into this PDS, you are entering into a contract with Indue. Indue is the issuer of the Infinity Plus Card and is responsible for effecting settlement of all transactions that may arise as a result of you using your Infinity Plus Card in accordance with the terms set out in this PDS.

Gobsmacked and Moorebank Sports Club are authorised representatives of Indue and are responsible for the distribution and promotion of the Infinity Plus Card and providing you with the various cardholder services referred to in section 4 above.

Neither Gobsmacked nor Moorebank Sports 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 Infinity Plus 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 Moorebank Sports 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 Moorebank Sports Club are not related entities.

## **7. BENEFITS OF THE INFINITY PLUS CARD**

The benefits of the Infinity Plus Card are that:

- the Infinity Plus Card can be used to buy goods and services from merchants in Australia who accept eftpos prepaid cards;

- the Infinity Plus Card accesses only the Value that is loaded (added) onto the Infinity Plus Card. It is not a credit card. You can only spend up to the Value of cleared funds stored on your Infinity Plus Card;
- the Infinity Plus Card is reloadable which means you can add extra funds to it, until the expiry of the Infinity Plus Card, by either Direct Credit or by the conversion of any reward points that you have earned with Moorebank Sports Club in accordance with the Loyalty Scheme into a dollar value (refer to section 17 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 Moorebank Sports Club in accordance with the Loyalty Scheme, into a cash amount that can be spent using the Infinity Plus Card; and
- all funds are held by Indue, an authorised deposit-taking institution.

## **8. RISKS OF THE INFINITY PLUS CARD**

The risks associated with the Infinity Plus Card include:

- any attempted load by you or Moorebank Sports Club that will take the Value on your Infinity Plus Card over the Infinity Plus Card Limit will be rejected in full (refer to section 17 below);
- the Infinity Plus 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 Infinity Plus Card to cover a payment;
- failure to safeguard your PIN may result in loss of Value (refer to section 25 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 may, at their discretion, refuse to accept the Infinity Plus Card as a method of payment. You should always check with the merchant that it will accept the Infinity Plus Card before purchasing any goods or services;
- if you do not use the Value loaded (added) onto your Infinity Plus Card within the timeframes set out in this PDS, you may lose any remaining Value on your Infinity Plus Card (refer to sections 20 and 21 below);

- unauthorised and fraudulent transactions may occur on your Infinity Plus Card (refer to section 25 below for a list of circumstances where you may be held liable for unauthorised use on your Infinity Plus Card);
- due to equipment errors, malfunctions or equipment being used incorrectly, the same transaction may be 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 Infinity Plus Card will be incorrect. Where these errors cannot be corrected, we will resolve the issue by adjusting your Infinity Plus Card in your favour;
- your Infinity Plus Card may be lost, stolen or destroyed. In these circumstances, you may be held liable for unauthorised use on your Infinity Plus Card where you unreasonably delay notifying us that your Infinity Plus Card has been lost or stolen (refer to section 22 below); or
- your Infinity Plus Card details may become known to criminals via various methods who may be able to withdraw the Value using a counterfeit Infinity Plus Card. In these cases you will not be liable for these unauthorised transactions unless you have contributed to the loss (refer to section 25 below).

## **9. OTHER IMPORTANT INFORMATION**

You will not earn any interest on any Value stored on your Infinity Plus Card. You cannot use the Infinity Plus Card at ATMs or to withdraw cash at eftpos terminals.

Indue is not aware of any conflicts of interests that would affect this product or the service you receive from Indue, Gobsnacked or Moorebank Sports Club. Depending on legislation in force from time to time, the Value stored on your Infinity Plus Card, may not fall 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 Infinity Plus Card will not be protected by the deposit guarantee currently being offered by the Australian government.

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

## **10. QUERIES**

If you have a query about the Infinity Plus Card, we request that in the first instance you direct the query to Moorebank Sports Club (see contact details in section 4 above).

Any queries in relation to loading value by Direct Credit through your Australian bank or financial institution's website, should be directed to your bank or financial institution.

## **11. COMPLAINTS AND THE DISPUTE RESOLUTION SCHEME**

If you have a complaint or dispute relating to your Infinity Plus Card, we request that you contact Moorebank Sports Club in the first instance. If you have a complaint or dispute relating to your Infinity Plus Card that is not satisfactorily resolved by Moorebank Sports Club, you should immediately contact Indue. If Indue or Moorebank Sports Club (as the case may be) is unable to settle your complaint immediately to your satisfaction, then Indue or Moorebank Sports Club (as the case may be) will acknowledge your complaint within 5 Business Days and may if relevant, request further details from you.

Within 21 days of receiving your complaint or further instructions from you, Indue or Moorebank Sports Club will:

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

However, if your complaint is settled to your satisfaction within 5 business days of receiving the relevant details from you, Indue or Moorebank Sports Club may advise you of the outcome by means other than in writing. If you wish, you may request that Indue or Moorebank Sports Club provides you with a written response.

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 Moorebank Sports club investigate the relevant transaction under industry rules such as the Consumer Electronic Clearing System Rules (see section 12 below).



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](http://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 Moorebank Sports Club and the conversion of these reward points to Value are to be directed to Moorebank Sports Club (see contact details in section 4 above). Indue is not responsible for the allocation or conversion of reward points to Value.

## **TERMS AND CONDITIONS**

### **12. 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.

**APCA** means the Australian Payments Clearing Association Limited.

**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.

**Consumer Electronic Clearing System Rules** means the manual, regulations, rules and procedures issued by APCA from time to time.

**Direct Credit** (also known as Electronic Funds Transfer or EFT) enables you, through your Australian financial institution, to load Value from your nominated account onto your Infinity Plus Card.

**eftpos** means Electronic Funds Transfer Point of Sale.

**Electronic Banking Terminal** means an eftpos device.

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

**Expiry Date** means the expiry date printed on the front of your Infinity Plus Card.

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

**Infinity Plus Card** means the eftpos Reloadable prepaid card issued by Indue to you at the request of Moorebank Sports Club.

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

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

**Moorebank Sports Club** means Moorebank Sports Club Ltd ACN 002 081 905

**PIN** means the Personal Identification Number required to be entered by you when using the Infinity Plus Card for Electronic Transactions. The PIN is set by you at the same time you activate your Infinity Plus Card and may be changed by you from time to time (refer to section 22 below).

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

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

**We, us, our** means Indue.

**Website** means [www.moorebanksports.com.au](http://www.moorebanksports.com.au)

**You, your** means the person to whom the Infinity Plus Card is issued.

### **13. THE INFINITY PLUS CARD**

The Infinity Plus Card is an eftpos prepaid Reloadable card.

The Infinity Plus Card allows purchases and payments to be made wherever eftpos prepaid cards are accepted in Australia, if a sufficient Value is stored on the Infinity Plus Card. The Infinity Plus Card cannot be used to withdraw cash at ATMs or at eftpos terminals.

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

You acknowledge and agree that you will not earn any interest on any Value that is stored on your Infinity Plus Card from time to time. Indue will debit (deduct) against the Value any transaction you authorise using your Infinity Plus Card.

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

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

Fraudulent transactions can occur on your Infinity Plus Card. Where you advise Indue or Moorebank Sports Club that a transaction that has been debited (deducted) is fraudulent, unauthorised or disputed, Indue or Moorebank Sports Club will investigate and review that transaction in accordance with section 26 below.

When using your Infinity Plus Card to complete an Electronic Transaction, press the "cheque" or "savings" button on the relevant terminal. If you press the "credit" button, the transaction will be declined and a Declined Transaction Fee may apply (refer to section 18 below).

### **14. ACTIVATING THE INFINITY PLUS CARD**

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

To activate your Infinity Plus Card you can either:

- visit Moorebank Sports Club in person; or
- go online at [www.moorebanksports.com.au](http://www.moorebanksports.com.au) select “Activate My New Infinity Plus Card”, and follow the prompts.

## **15. SECURITY OF PIN AND THE INFINITY PLUS CARD**

If you fail to properly safeguard your Infinity Plus Card or PIN, you may increase your liability for unauthorised use (refer to section 25 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 Infinity Plus Card or on anything with or near your Infinity Plus Card;
- you not tell anyone 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 Moorebank Sports Club or Indue immediately.

If you forget your PIN, you are able to reset it by going online to [www.moorebanksports.com.au](http://www.moorebanksports.com.au) and following the prompts (refer to section 22 below). If an incorrect PIN is entered three times when a transaction is attempted using the Infinity Plus Card, it will be temporarily suspended for up to 24 hours.

Important information you should consider:

- no-one from Indue, Gobsmaoked or Moorebank Sports 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 that of Moorebank Sports Club 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 Infinity Plus Card to anyone else;
- never leave your Infinity Plus Card unattended e.g. in your car or at work;

- for security reasons, on the Expiry Date, destroy your Infinity Plus 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 Infinity Plus Card when it is not in full sight of you; and
- maintain up-to-date anti-virus software and a firewall on your computer.

## **16. USING YOUR INFINITY PLUS CARD**

The Infinity Plus Card cannot be used to make or complete a transaction that exceeds the Value that is stored on your Infinity Plus Card from time to time. Any attempted transaction that you make that is in excess of the Value stored on your Infinity Plus Card at that time will be rejected. In these circumstances, a Declined Transaction Fee applies (see section 18 below).

The Infinity Plus Card may be used as many times as desired as long as the necessary Value is available, the Expiry Date has not been reached and the Infinity Plus Card has not been suspended or cancelled. Indue, Gobsmacked and Moorebank Sports Club do not warrant or accept any responsibility if a merchant's Electronic Banking Terminal does not accept your Infinity Plus Card. You should always check with the relevant merchant that it will accept your Infinity Plus Card before purchasing any goods or services.

Neither Indue, Gobsmacked nor Moorebank Sports Club is responsible in the event that you have a dispute regarding the goods or services purchased with your Infinity Plus 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 26 below for a list of the circumstances when Indue can investigate disputed transactions) and attempt to obtain a refund for you.

## **17. LOADING VALUE**

### Moorebank Sports Club – Converting Reward Points

Moorebank Sports Club operates a Loyalty Scheme. Moorebank Sports Club has agreed to allow you to use your Infinity Plus 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 Moorebank Sports Club in person. It may take up to 3 Business Days once Indue receives a request from Moorebank Sports Club, for the funds to be available for use on your Infinity Plus Card. Conversions are not processed over the weekend or public holidays.

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 Moorebank Sports Club and the conversion of these reward points to Value, these questions and complaints should be directed to Moorebank Sports Club (see contact details in section 4 above).

### Loading – You

You can load (add) your own funds onto your Infinity Plus Card. Each time you complete a load transaction, you will be charged a Load Fee (see section 18 below). You are able to load Value onto your Infinity Plus Card by using electronic funds transfer (EFT/Direct Credit) through your Australian financial institution.

To load funds using Direct Credit, use the BSB and account number that appears on the reverse side of your Infinity Plus Card. The reference name you supply must be the same that you provided when you activated your Infinity Plus 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.

The total Value that may be loaded onto your Infinity Plus Card at any one time cannot exceed the Infinity Plus Card Limit of \$5,000 AUD. Any attempted load that would take the Infinity Plus Card Value over the Infinity Plus 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 23 below on details for how to check your balance online.

## **18. FEES AND CHARGES**

The following standard fees and charges apply. All fees and charges that are set out in this section 18 are inclusive of GST. If you consider that Indue or Moorebank Sports Club has incorrectly charged you a fee or charge, you may dispute this by contacting either Indue or Moorebank Sports Club in accordance with section 26 below. Any incorrectly charged fee or charge will be reversed by Indue or refunded to you by Moorebank Sports Club, as is relevant to the particular circumstances. Indue or Moorebank Sports Club may choose to waive or reduce any of the fees set out below.

### Moorebank Sports Club Fee:

The below fee is paid directly by you to Moorebank Sports Club. This amount will not be deducted from your Infinity Plus Card Value.

### **Lost, Stolen or Damaged Infinity Plus Card Replacement**

**Fee:** \$10.00 (payable to Moorebank Sports Club at the time you pick up your replacement Infinity Plus Card from Moorebank Sports Club. Refer to section 22 below for further details).

### 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 (debit) these fees and charges from your Infinity Plus Card by debiting (deducting) the amount of the fee or charge in accordance with this section 18.

**Purchase Transaction Fee:** \$0.65 per transaction (deducted from your Infinity Plus Card at the same time you successfully use your Infinity Plus Card at an Electronic Banking Terminal to make a payment).

**Declined Transaction Fee:** \$0.25 per transaction (deducted from your Infinity Plus Card at the same time you attempt to use your Infinity Plus Card to purchase goods and services at an Electronic Banking Terminal but the transaction is declined for whatever reason). For example, a transaction may be declined if you attempt to purchase goods exceeding the available Value on your Infinity Plus Card and the transaction

is declined for insufficient funds. Other circumstances may include when using the Infinity Plus Card by pressing "CREDIT" on an Electronic Banking Terminal (this is incorrect as you are required to select SAV/CHQ), if you key in an incorrect PIN or if you attempt to withdraw cash using your Infinity Plus Card.

**Load Fee:** \$0.67 per transaction (deducted from your Infinity Plus Card at the same time you arrange for funds to be loaded (added) to your Infinity Plus Card via Direct Credit – refer to section 17 above).

Servicing Fees:

Infinity Plus Card Cancellation Fee: refer to sections 20 and 21 below.

## **19. LIMITATIONS ON USE OF THE INFINITY PLUS CARD**

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

## **20. INFINITY PLUS CARD EXPIRY**

The Infinity Plus Card is valid until the Expiry Date. You must use all the Value by the Infinity Plus Card Expiry Date to ensure you receive the benefit of the Value. Prior to the Expiry Date, you may request for Moorebank Sports Club on our behalf to provide you with a new Infinity Plus Card. In these circumstances, you will be required to attend Moorebank Sports Club to pick up your new Infinity Plus Card.

If we provide you with a new Infinity Plus Card prior to the Expiry Date, we will transfer any Value remaining on your existing Infinity Plus Card onto the new Infinity Plus Card. In these circumstances, you will not be charged a fee associated with transferring any Value remaining on your existing Infinity Plus Card to the new Infinity Plus Card.

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

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

- if the Value remaining on your Infinity Plus Card is less than



or equal to \$15.00, you will be charged a Infinity Plus Card Cancellation Fee equal to the Value remaining on your Infinity Plus Card. For example, if the Value remaining on your Infinity Plus Card on the Expiry Date is \$12.22, we will charge you a Infinity Plus Card Cancellation Fee equal to \$12.22; or

- if the Value remaining on your Infinity Plus Card is greater than \$15.00, then Moorebank Sports 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 Infinity Plus Card onto a new Infinity Plus 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 Moorebank Sports 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 expired Infinity Plus Card to be placed onto a new Infinity Plus 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 Infinity Plus Card after the Expiry Date shown. In some circumstances your Infinity Plus Card may be used for store purchases which are below floor limits and where no electronic approvals are in place. If you use your Infinity Plus 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.

## **21. CANCELLATION AND RETURN OF YOUR INFINITY PLUS CARD**

The Infinity Plus Card always remains the property of Indue.

Indue, Gobsmaeked or Moorebank Sports Club may cancel and demand the return of the Infinity Plus Card issued to you at any time:

- for security reasons and to protect the remaining Value where the Infinity Plus 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 Moorebank Sports Club) will notify you that your Infinity Plus Card has been cancelled.

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

In this section 21, the date that your Infinity Plus Card is cancelled by Indue, Gobsmacked, Moorebank Sports Club or you in accordance with this section 21 is referred to as the Cancellation Date.

If on the Cancellation Date, Value remains on your Infinity Plus Card then:

- if this Value is less than or equal to \$15.00, you will be charged a Infinity Plus Card Cancellation Fee equal to the Value remaining on your Infinity Plus Card. For example, if the Value remaining on your Infinity Plus Card on the Cancellation Date is \$7.22, on the Cancellation Date we will charge you an Infinity Plus Card Cancellation Fee equal to \$7.22; or
- if this Value is greater than \$15.00, then we will arrange for Moorebank Sports 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 Infinity Plus Card onto a new Infinity Plus 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 Moorebank Sports 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 Infinity Plus Card to be placed onto a new Infinity Plus 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 Infinity Plus Card after the Cancellation Date. In some circumstances your Infinity Plus Card may be used for store purchases which are below floor limits and where no electronic approvals are in place. If you use your Infinity Plus 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.

## **22. 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.moorebanksports.com.au](http://www.moorebanksports.com.au) and select "change your PIN", and follow the prompts. If you believe your Infinity Plus Card has been lost or stolen, you should **IMMEDIATELY** logon to the Infinity Plus cardholder website at [www.moorebanksports.com.au](http://www.moorebanksports.com.au), click on the Cardholder and select "lost and stolen card" and follow the prompts. Upon successful suspension of your Infinity Plus Card, all transactions will be blocked (other than transactions which are below merchant's floor limits and where no electronic approval is required) and even if you should find your Infinity Plus Card, you will not be able to use it until you have spoken with Moorebank Sports Club to reactivate your Infinity Plus Card. Moorebank Sports Club will use its best endeavours to contact you within 24 hours of the next Business Day from when you placed a stop on your Infinity Plus Card to arrange either a replacement card to be issued to you or for your Infinity Plus Card to be reactivated in circumstances where you have found it.

You must not use your Infinity Plus Card after you have successfully suspended your Infinity Plus Card but before Moorebank Sports Club has contacted you to arrange either a replacement card to be issued to you or for your Infinity Plus Card to be reactivated. In some circumstances your Infinity Plus Card may be used for store purchases which are below floor limits and where no electronic approvals are in place. If you use your Infinity Plus Card after the successful suspension of your Infinity Plus Card but before your Infinity Plus Card has been reactivated in circumstances where you have found

it, 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.

### **By Telephone or visiting Moorebank Sports Club**

Alternatively, if you believe your Infinity Plus 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 Moorebank Sports Club on (02) 9825 3300 or visiting Moorebank Sports Club in person.

### **Notification Requirements**

If you cannot reasonably notify Moorebank Sports Club or Indue in accordance with one of the methods described above, then any losses occurring due to non-notification will be the liability of Indue, Gobsmaeked and Moorebank Sports Club. To avoid further losses you are required to continue to try to notify Moorebank Sports Club or Indue using one of the methods described above. Providing you continue to try to use reasonable endeavours having regard to your own individual circumstances to notify Indue or Moorebank Sports Club, Indue, Gobsmaeked and Moorebank Sports Club will continue to be liable for any loss occurring on your Infinity Plus Card. If you do not try to notify us as is reasonable having regard to your own individual circumstances, then you may become liable for any losses occurring on your Infinity Plus Card in accordance with section 25 below.

### **Procedure**

You will need to attend Moorebank Sports Club to pick up your replacement Infinity Plus Card. Once a replacement Infinity Plus Card is issued to you, the Value remaining on your lost or stolen Infinity Plus Card will be transferred to your new Infinity Plus Card less any unauthorised transactions for which you are liable (refer to section 25 for a list of circumstances where you may be held liable for unauthorised transactions). In these circumstances, you will be required to pay directly to Moorebank Sports Club the Lost, Stolen or Damaged Infinity Plus Card Replacement Fee (refer to section 18 above).

## **23. STATEMENT OF TRANSACTION HISTORY**

You may check the Value that is available on your Infinity Plus

Card and your transaction history, 24 hours a day 7 days a week, by visiting the Website.

Go to [www.moorebanksports.com.au](http://www.moorebanksports.com.au)

## **24.PRIVACY AND INFORMATION COLLECTION**

### **Collection of information**

Indue, Gobsmacked and Moorebank Sports 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 Moorebank Sports Club may be unable to provide you with a product or service.

### **Providing your information to others**

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

- to another company within its group of companies;
- 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 Infinity Plus Card or third parties using your Infinity Plus Card or 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 Moorebank Sports Club. Indue, Gobsmacked or Moorebank Sports 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 Moorebank Sports 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 Moorebank Sports Club will not collect sensitive information about you, such as health information, without your consent.

## **25. YOUR LIABILITY IN CASE YOUR INFINITY PLUS CARD IS LOST OR STOLEN OR IN THE CASE OF UNAUTHORISED USE**

(1) You are not liable for any loss arising from an unauthorised transaction:

- (a) before you have actually received your Infinity Plus Card or PIN;
- (b) after you have reported it lost or stolen under section 22 above;
- (c) if you did not contribute to any unauthorised use of your Infinity Plus Card; or
- (d) if the unauthorised transaction was made using your Infinity Plus Card information, without use of your actual Infinity Plus Card or PIN.

(2) For the purpose of section 25(1)(a), there is a presumption that you did not receive your Infinity Plus Card or PIN unless Indue, Moorebank Sports Club or Gobsmacked can prove, by obtaining an acknowledgement of receipt from you, that you received the Infinity Plus Card or PIN.

(3) For the purpose of section 25(1)(c), Indue, Moorebank Sports Club or Gobsmaeked will undertake an assessment to consider whether you have contributed to any loss caused by the unauthorised use of your Infinity Plus Card. This assessment will include a review of whether you:

(a) in relation to a transaction arising out of a sales voucher, unreasonably delayed notification of your Infinity Plus Card being lost or stolen or of any unauthorised use of your Infinity Plus Card;

(b) in relation to transactions carried out at Electronic Banking Terminals:

(i) voluntarily disclosed your PIN to anyone, including a family member or friend;

(ii) voluntarily allowed someone else to observe you entering your PIN into an Electronic Banking Terminal;

(c) wrote or indicated your PIN on your Infinity Plus Card;

(d) you wrote or indicated your PIN (without making any reasonable attempts to disguise the PIN) on any article carried with your Infinity Plus Card or likely to be lost or stolen at the same time as your Infinity Plus Card;

(e) allowed anyone else to use your Infinity Plus Card;

(f) unreasonably delayed notification of:

(i) your Infinity Plus Card or PIN record being lost or stolen; or

(ii) unauthorised use of your Infinity Plus Card; or

(iii) the fact that someone else knows your PIN.

(4) If Indue, Gobsmaeked or Moorebank Sports Club can prove on the balance of probability that you have contributed to the unauthorised use of your Infinity Plus Card under section 25(3), your liability will be the lesser of:

(a) the actual loss when less than the Value stored on your Infinity Plus Card at that time the loss occurred;

(b) the actual loss at the time Indue or Moorebank Sports Club is notified of the loss or theft of your Infinity Plus Card;

(c) the Infinity Plus Card Limit; or

(d) the amount for which you would be held liable if the Consumer Electronic Clearing System Rules applied.

(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 Infinity Plus Card, your liability will be the lesser of:

(a) \$150;

(b) the actual loss when less than the Value stored on your

Infinity Plus Card at that time the loss occurred;  
(c) the actual loss at the time Indue or Moorebank Sports Club is notified of the loss or theft of your Infinity Plus Card; or  
(d) the amount for which you would be held liable if the Consumer Electronic Clearing System Rules applied.

- (6) In determining your liability under this section 25:
- (a) Moorebank Sports Club, Gobsmaeked 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 use or security of any information required to perform a transaction that you are not required to keep secret (for example, the number on the front of your Infinity Plus Card, the account number and BSB on the back of your Infinity Plus Card and the Expiry Date) is not relevant to your liability.

(7) Your liability for losses occurring as a result of unauthorised access will be determined under the EFT Code of Conduct (or the ePayments Code) as issued or replaced from time to time by the Australian Securities and Investments Commission. You may obtain a copy of the EFT Code of Conduct or the ePayments Code from [www.asic.gov.au](http://www.asic.gov.au). The guidelines set out at section 15 to safeguard your Infinity Plus Card and PIN are the minimum suggested security measures you should take. If you disagree with the process undertaken by Indue, Gobsmaeked or Moorebank Sports Club, you should contact Indue or Moorebank Sports Club and request that Indue or Moorebank Sports Club review its decision in accordance with section 26 below.

## **26. 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 Moorebank Sports Club. As soon as you can, you must also provide Moorebank Sports Club the following:



- your name and address and Infinity Plus 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; and
- details of whether your Infinity Plus Card is signed and your PIN secure.

Moorebank Sports Club and Indue have the ability to investigate any disputed transactions which occur on your Infinity Plus 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 Moorebank Sports 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 25, then Indue will make the appropriate adjustments to your Infinity Plus 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 industry rules and regulations allow charge backs. 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.

## **27. 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 Infinity Plus 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.

Information that is not materially adverse information is subject to change from time to time and may be updated by amending the version of this PDS that is available at [www.moorebanksports.com.au](http://www.moorebanksports.com.au)

A copy of the latest version of this PDS will be available at all times online at [www.moorebanksports.com.au](http://www.moorebanksports.com.au) at no cost to view. Upon request by you, Indue or Moorebank Sports Club will provide you with a paper copy of the latest version of this PDS without charge.

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

## **28. 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 more fair dispute resolution procedures 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 Infinity Plus Card as a result of this assignment without being charged any card cancellation fees.

## **29. ANTI-MONEY LAUNDERING AND COUNTERTERRORIST 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 29, 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 your Infinity Plus Card in accordance with its obligations imposed on it in accordance with the AML Legislation.

### **30. 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.

## **31. 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.

# Infinity<sup>+</sup> Plus

Indue Limited ABN 97 087 822 464 is the issuer of the Infinity Plus Card. AFS Licence No. 320 204. Moorebank Sports Club Ltd ACN 002 081 905 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.moorebanksports.com.au](http://www.moorebanksports.com.au).

For further information visit: [www.moorebanksports.com.au](http://www.moorebanksports.com.au).

Moorebank Sports Club 230 Heathcote Road  
Hammondville NSW 2170, Australia. Ph: 02 9825 3300