

Eftpos Gift Card Terms & Conditions

This Card is issued by EML Payment Solutions Limited ABN 30 131 436 532, AFSL 404131 (also referred to as 'EML/we/us/our'). EML is the issuer of the Card and has authorised Why Leave Town ABN 81 180 759 556, to distribute the Card. In these conditions 'you' are the Card purchaser or user. By agreeing to these Terms and Conditions, you agree to a contractual relationship with EML.

By using the Card, you agree to be bound by these Terms and Conditions. All users of the Card must be provided these conditions.

Activation, Using the Card and Expiration

1. The Card is an eftpos prepaid gift card that is activated at the time of purchase.
2. The Card can be used for purchasing goods and services where eftpos prepaid cards are accepted for electronic transactions.
3. When using the Card, the account type to be selected at eftpos terminals is "savings."
4. The Card is valid for three (3) years from the date of activation. The card cannot be used after expiry and cannot be replaced. At expiry, the remaining balance will be forfeited. We will not give you any notice before this happens.
5. To check the card balance, card expiry and full conditions of use (free of charge), go [here](#).

Limitations of the Card

6. This Card is **not** reloadable.
7. The Card is **not** a credit card and nor is it linked to a deposit account with EML.
8. The Card cannot be used to make transactions that exceed the available balance. For such a transaction, you need to pay the difference by another method, if the merchant agrees.
9. The Card **cannot** be used to obtain or redeem cash and cannot be used for making direct debit, recurring, or regular instalment payments.
10. The Card **cannot** be used at ATMs or for online purchases or over-the-counter at financial institutions.
11. Authorisations may be declined at some merchants (such as gambling merchants or merchants who choose not to accept eftpos prepaid gift cards).

Waivers

12. We are not liable in any way if/when a payment authorization is declined for any particular transaction except where the authorisation has been declined because of an act or omission on our part.
13. The Card is like cash and may not be replaced if misused, lost, stolen or damaged. You are responsible for all transactions on the Card, except where there has been fraud or negligence by our staff or agents.

Refunds

14. Any refunds on Card transactions are subject to the policy of the specific merchant.
15. If the Card expires or is revoked before you have spent any funds resulting from a refund (whether or not the original transaction being refunded was made using the Card) then you will have no access to those funds.

Disputes & Complaints

16. If you notice any error relating to the Card, you should notify EML Client Relations immediately on 1300 739 889 during business hours or alternatively you can send an email to support@emlpayments.com.au.
17. If you have a problem with a purchase made with the Card, or a dispute with a merchant, you must deal directly with the merchant involved. If you cannot resolve the dispute with the merchant or have a complaint you can send an email to support@emlpayments.com.au.

Disclaimers

18. We may restrict or stop the use of the Card if suspicious activities are noticed.
19. You are responsible for checking your transaction history online and knowing your available balance. You can view your balance and transaction history at [here](#) (free of charge).
20. Information will be disclosed to third parties about the Card, or transactions made with the Card, whenever allowed by law, and also where necessary to operate the Card and process transactions. A full privacy policy can be viewed at <https://www.emlpayments.com/privacy/>.
21. We reserve the right to change these Terms and Conditions at any time. Any changes to the Terms and Conditions can be viewed [here](#).