

## **NOTICE OF CHANGE**

### **IMPORTANT INFORMATION REGARDING AUSTRALIA POST GIFT CARDS**

The below changes to the matters as described in the Terms and Conditions for the Australia Post Gift Card will become effective on 9 November 2023.

#### **General**

1. In any provision of the Terms and Conditions that requires you to immediately notify of an event, that provision will be read as only requiring that you promptly notify of that event.
2. To the extent any provision of the Terms and Conditions requires you to indemnify Issuer or Mastercard Prepaid or otherwise limits the liability of one of those parties, that obligation to indemnify or limitation on liability shall be limited to the extent that any default, damage or loss is caused by that party's fraud, negligence or wilful misconduct, including that of its officers, employees, contractors, or agents.

#### **Australia Post Gift Card by Mastercard® Terms and Conditions**

3. Under the heading 'Australia Post Gift Card by Mastercard Terms and Conditions', amend the last sentence of clause 4 to: We are not liable in any way when an authorisation is declined for any particular transaction except to the extent that the liability is caused by our fraud, negligence or wilful misconduct (including that of our officers, employees, contractors or agents). For example, where the authorisation has been declined because of an act or omission on our part.
4. Under the heading 'Australia Post Gift Card Terms and Conditions', amend the first sentence of clause 12 to: "You are liable for all transactions on the Card, except where there has been fraud, wilful misconduct or negligence by us."
5. Under the heading 'Australia Post Gift Card by Mastercard Terms and Conditions', amend the first sentence of clause 21 to: "We reserve the right to change these Conditions of Use at any time for one or more of the following reasons:
  - to comply with any change or anticipated change in any relevant law, code of practice, guidance or general banking practice;
  - to reflect any decision of a court, ombudsman or regulator;
  - to reflect a change in our systems or procedures, including for security reasons;
  - to respond to changes in the cost of providing the Card;
  - discontinue a product in which case we may change the terms of the product to reflect a different product with similar features to the discontinued product; or
  - to make these Terms and Conditions clearer or to add features

But will only do so in order to protect our legitimate business interests, and only to the extent reasonably required to do this."

6. Under the heading 'Australia Post Gift Card by Mastercard Terms and Conditions', amend the second sentence of clause 21 to: "Except where we are required by a law or Code to do so, or the change is adverse to you, you will not receive advance personal notice of such changes. If the change is adverse to you, we will notify you at least 30 days before the date of the effective change via [auspost.com.au/giftcards](https://auspost.com.au/giftcards) or by using another method that the law or relevant Code allows or requires us to use. The current version of these Conditions of Use will be available at [auspost.com.au/giftcards](https://auspost.com.au/giftcards)."