

Terms and Conditions for Physical Cards

The Only 1 Gift Card ('Card') is issued by Indue Ltd ABN 97 087 822 464 ('Indue'). In these conditions, 'you' are the Card purchaser or user. Blackhawk Australia Pty. Ltd. ACN 123 251 703 ('Blackhawk') is Indue's program manager for the Card, and Indue and Blackhawk are collectively "us" and "we" in these conditions. Until you sign the Card, you may present the Card to another person for their use. The Card must be signed before use. By signing or using the card, you agree to be bound by these Terms & Conditions. If you are not the intended user of the Card, then you must provide these Terms & Conditions to the intended user of the Card.

1. The Card can be used for purchases of goods and services, where prepaid VISA Gift Cards are accepted and processed electronically (excluding cash and cash equivalent transactions at ATM's over the counter at Financial Institutions and merchants and merchant groups who elect not to accept VISA prepaid gift cards). If the Card is a Category Visa Gift Card, it can only be used at the Visa Merchant Groups described on the Card.
2. Each time you use the Card, you authorise us to deduct the amount of the transaction from the balance of funds on the Card. The available balance cannot be exceeded. Where a purchase exceeds the available balance, the excess must be paid using another payment method. The Card cannot be used for direct debit, recurring or instalment payments. Authorisations may be declined at some merchants. We are not liable in any way when authorisation is declined or a transaction otherwise does not proceed, regardless of reason. You are responsible for checking your transaction history and available balance as set out at www.only1visagiftcard.com.au.
3. The Card is not reloadable, and is valid until the date shown on the front of the Card. Any remaining available balance will be forfeited on the expiry date. The Card is inactive until purchased and loaded with funds by the cashier.
4. This card cannot be used at the following merchant category groups; Automated Fuel Dispensers (5542), Gambling transactions (7995), Financial Institution–Automated Cash Disbursements (6011), Financial Institution–Manual Cash Disbursements (6010), Financial Institution–Merchandise And Services (6012), Quasi Cash–Merchant (6051), Securities–Brokers and Dealers (6211), Wire Transfer Money Orders (4829).
5. Merchants in the EU are prohibited from accepting certain anonymous gift cards (eg if the purchase amount or the face value of the gift card is above a certain amount). These regulations may change at any time, so you should check with EU merchants if they will accept the gift card.
6. Details of Card balance are available at www.only1visagiftcard.com.au or by calling 1800 442 490.

7. All transactions conducted overseas will be converted into Australian dollars. Transactions will either be converted directly into Australian dollars or will be first converted from the currency in which the transaction was made into US dollars and then converted to Australian dollars by Visa Worldwide PTE Ltd (“Visa”). The conversion rate used is either: a) a rate selected by Visa from a range of wholesale rates for the applicable processing date, which may vary from the rate Visa receives; or b) the government-mandated rate in effect for the applicable processing date. In these circumstances, 3.5% of the total amount of each transaction will be deducted from your Card at the same time you make a transaction on your Card in a currency other than Australian dollars, or you make a transaction on your gift card in any currency (including AUD) that is processed by a card scheme or financial institution or billed by the merchant outside of Australia. This fee includes an amount payable by us to Visa. The fee is a percentage of the converted AUD amount of the transaction.
8. For disputed transactions, you should notify the merchant where the purchase was made. However, if you are unable to resolve the disputed transaction with the merchant, you should notify us immediately by visiting www.only1visagiftcard.com.au, or call 1800 442 490.
9. Credit Card Scheme operating rules impose time limits after the expiry of which we are not able to dispute a transaction. The time limit generally applicable is 75 days after the transaction was made, but some time limits are longer. If you do not notify us in time, we may be unable to investigate your claim in which case you will be liable for the transaction. It is your responsibility to review carefully your online transaction history. Neither Indue nor Blackhawk is responsible for any loss to you, if you do not request us to dispute the transaction, within an applicable time limit.
10. The Card is like cash and cannot 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. If you notice any error relating to the Card, you should notify Cardholder Services immediately on 1800 442 490 or at www.only1visagiftcard.com.au.
11. If you have a complaint about the Card, or service, please call Only 1 Visa on 1800 442 490. If you have any enquiries or complaints in relation to your Card, you should, in the first instance, contact Only 1 Visa. If you cannot resolve the complaint with Only 1 Visa you should contact Indue. The contact details for Indue are: Indue Limited, PO Box 523, Toowong Qld 4066, phone: -1300 809 791
12. For security reasons, including where we suspect fraud or other illegal activity, we may restrict the number of transactions or amount of transactions you can make with the Card, prevent a transaction, or stop the use of the Card. For the avoidance of doubt, we may stop the use of the Card and also limit transactions that occur outside of Australia (including transactions at physical merchants outside of Australia and online transactions that occur outside of Australia). You cannot stop payment on any transaction made with the Card.
13. Any refunds on Card transactions are subject to the policy of the specific merchant. Refunds may be in the form of a credit to the Card, cash refund or in-store credit. 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.

14. If you use the Card without presenting it (such as for mail order, telephone or internet purchases), the legal effect will be the same as if you physically presented the Card.
15. If you provide personal information to Indue, you consent to Indue disclosing your personal information to third parties that: (a) facilitate transaction investigation and assist with identification of suspicious or fraudulent transactions; (b) are our outsourced service providers (for example, data switches); (c) are regulatory bodies, government agencies, law enforcement bodies and courts; and (d) are participants in the payment system and other financial institutions for the purpose of resolving disputes, errors or other matters arising from your use of your Card.
16. For details on how you may access and seek correction of any personal information Indue holds about you, please refer to Indue's Privacy Policy available at www.indue.com.au. This contains details on how Indue deals with any personal information it collects in accordance with the *Privacy Act 1988 (Cth)* and the Australian Privacy Principles. For details on how you may complain about a breach of the Australian Privacy Principles and how Indue deals with complaints, please refer to the Privacy Policy. If you would like a copy of the Policy to be sent to you, please contact Indue using the details in paragraph 10.
17. Information will be disclosed to third parties about the Card, or transactions made with the Card, whenever allowed by law, required by law, and also where necessary to operate the Card and process transactions. Blackhawk's privacy policy can be viewed at www.only1visagiftcard.com.au.
18. We reserve the right to change these Terms and Conditions at any time. A current version of the Terms and Conditions can be viewed at www.only1visagiftcard.com.au.
19. The laws of the State of Queensland, in the Commonwealth of Australia, apply to these Terms & Conditions and you irrevocably submit to and accept the exclusive jurisdiction of any of the Courts of the State of Queensland, or the Commonwealth of Australia and any courts of appeal from these courts.

Terms and Conditions for Virtual cards

The Only 1 Virtual Visa Account Gift Card ('Card') is issued by Indue Ltd ABN 97 087 822 464 ('Indue'). In these conditions, 'you' are the Card purchaser or user. Blackhawk Australia Pty. Ltd. ACN 123 251 703 ('Blackhawk') is Indue's program manager for the Card, and Indue and Blackhawk are collectively "us" and "we" in these conditions. By using the Card, you agree to be bound by these Terms & Conditions. If you are not the intended user of the Card, then you must provide these Terms & Conditions to the intended user of the Card.

1. The Card can be used for purchases of goods and services online, over the phone or for mail orders where prepaid VISA Gift Cards are accepted and processed electronically (merchants and merchant groups who elect not to accept VISA prepaid gift cards). The Card can only be used online, over the phone or for mail orders. The Card cannot be used for card present transactions at merchants where a swipe, insert or Paywave is available.
2. The Card must be registered prior to being used. Failing to register the Card will result in the Card being inactive.
3. To use the Card online, over the phone or for mail orders, you will need to provide the merchant you wish to pay with the Account holder name, Account number, expiration date and CVV code, all of which are shown on the Reference Card sent to you by email.

Each time you use the Card, you authorise us to deduct the amount of the transaction from the balance of funds on the Card. The available balance cannot be exceeded.

Where a purchase exceeds the available balance, the excess must be paid using another payment method. The Card cannot be used for direct debit, recurring or instalment payments. Authorisations may be declined at some merchants. We are not liable in any way when authorisation is declined or a transaction otherwise does not proceed, regardless of reason. You are responsible for checking your transaction history and available balances as set out at www.only1visagiftcard.com.au.

4. Merchants in the EU are prohibited from accepting certain anonymous gift cards (eg if the purchase amount or the face value of the gift card is above a certain amount). These regulations may change at any time, so you should check with EU merchants if they will accept the gift card.
5. The Card is not reloadable and is valid until the date shown on the Reference Card sent to you by email. Any remaining available balance will be forfeited on the expiry date. The Card is inactive until purchased, loaded with funds and registered by the user.
6. This card cannot be used at the following merchant category groups; Automated Fuel Dispensers (5542), Gambling transactions (7995), Financial Institution–Automated Cash Disbursements (6011), Financial Institution–Manual Cash Disbursements (6010), Financial Institution–Merchandise And Services (6012), Quasi Cash–Merchant (6051), Securities–Brokers and Dealers (6211), Wire Transfer Money Orders (4829).
7. Details of Card balance are available at www.only1visagiftcard.com.au or 1800 442 490.
8. All transactions conducted overseas will be converted into Australian dollars. Transactions will either be converted directly into Australian dollars or will be first converted from the currency in which the transaction was made into US dollars and then converted to Australian dollars by Visa Worldwide PTE Ltd ("Visa"). The conversion rate used is either: a) a wholesale market rate selected by Visa from a range of wholesale rates one day before the transaction is processed by Visa; or b) the government-mandated rate in effect for the applicable processing date. In these circumstances, 3.5% of the total amount of each transaction will be deducted from your Card at the same time you make a transaction on your Card in a currency other than Australian dollars, or you make a transaction on your gift card in any currency (including AUD) that is processed by a card

scheme or financial institution or billed by the merchant outside of Australia. This fee includes an amount payable by us to Visa. The fee is a percentage of the converted AUD amount of the transaction.

9. For disputed transactions, you should notify the merchant where the purchase was made. However, if you are unable to resolve the disputed transaction with the merchant, you should notify us immediately by visiting www.only1visagiftcard.com.au, or call 1800 442 490.
10. Credit Card Scheme operating rules impose time limits after the expiry of which we are not able to reverse a transaction. The time limit generally applicable is 60 days after the disputed transaction was made, but some time limits are longer. If you do not notify us in time, we may be unable to investigate your claim in which case you will be liable for the transaction. It is your responsibility to review carefully your online transaction history. Neither Indue nor Blackhawk is responsible for any loss to you, if you do not request us to dispute the transaction, within an applicable time limit.
11. The Card is like cash and cannot 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. If you notice any error relating to the Card, you should notify Cardholder Services immediately on 1800 442 490 or at www.only1visagiftcard.com.au.
12. If you have a complaint about the Card, or service, please call Only 1 Visa on 1800 442 490. If you have any enquiries or complaints in relation to your Card, you should, in the first instance, contact Only 1 Visa. If you cannot resolve the complaint with Only 1 Visa you should contact Indue. The contact details for Indue are: Indue Limited, PO Box 523, Toowong Qld 4066, phone: 1300 671 819.
13. For security reasons, including where we suspect fraud or other illegal activity, we may restrict the number of transactions or amount of transactions you can make with the Card, prevent a transaction, or stop the use of the Card. For the avoidance of doubt, we may stop the use of the Card and also limit transactions that occur outside of Australia (including transactions at physical merchants outside of Australia and online transactions that occur outside of Australia). You cannot stop payment on any transaction made with the Card.
14. Any refunds on Card transactions are subject to the policy of the specific merchant. Refunds may be in the form of a credit to the Card, cash refund or in-store credit. 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.
15. If you provide personal information to Indue, you consent to Indue disclosing your personal information to third parties that: (a) facilitate transaction investigation and assist with identification of suspicious or fraudulent transactions; (b) are our outsourced service providers (for example, data switches); (c) are regulatory bodies, government agencies, law enforcement bodies and courts; and (d) are participants in the payment system and other financial institutions for the purpose of resolving disputes, errors or other matters arising from your use of your Card.
16. For details on how you may access and seek correction of any personal information Indue holds about you, please refer to Indue's Privacy Policy available at www.indue.com.au. This contains details on how Indue deals with any personal information it collects in accordance with the Privacy Act 1988 (Cth) and the Australian Privacy Principles. For details on how you may complain about a breach of the Australian Privacy Principles and how Indue deals with complaints, please refer to the Privacy Policy. If you would like a copy of the Policy to be sent to you, please contact Indue using the details in paragraph.

17. Information will be disclosed to third parties about the Card, or transactions made with the Card, whenever allowed by law, required by law, and also where necessary to operate the Card and process transactions. Blackhawk's privacy policy can be viewed at www.only1visagiftcard.com.au.
18. We reserve the right to change these Terms and Conditions at any time with 60 days' notice. Any changes to the Terms and Conditions can be viewed at www.only1visagiftcard.com.au.
19. The laws of the State of Queensland, in the Commonwealth of Australia, apply to these Terms & Conditions and you irrevocably submit to and accept the exclusive jurisdiction of any of the Courts of the State of Queensland, or the Commonwealth of Australia and