

EachWay

CARD LOAD FUNCTIONALITY

Terms and Conditions

Definitions

Account means the online gaming account you hold with the Account Provider;

Account Provider means William Hill Australia Wagering Pty Limited ACN 106 487 736;

Card means the top up "EachWay Card" which is used to perform Load Transactions. When we refer to the "Card" in these Terms and Conditions we refer only to the EachWay load functionality. The references to the "Card" do not include the William Hill reloadable prepaid eftpos functionality located on the other side of the Card;

Cardholder means an Account holder.

Load Transaction means a transaction performed by you in person at a Retailer to pre-pay an amount into your Account for services to be provided by the Account Provider to you;

Retailer means each retail outlet that participates in the program which enables Cardholders to perform Load Transactions using a Card at the retail outlet's point of sale terminal. For a complete list of participating Retailers please contact the Account Provider;

We, us, our means the Account Provider, its agents and contractors;

Website means the Account Provider's website and mobile applications; and

You, your means the individual to whom the Card is issued.

The Card

The Card is a device which can be used to perform Load Transactions.

The Card is not a credit card, debit card or pre-paid or other stored value card. The Card cannot store funds (either on the Card or by reference to an account) or allow access to funds held in the Account.

The Account Provider may suspend or terminate your use of the Card in accordance with these Terms and Conditions. You must ensure that the Card is promptly returned to the Account Provider if you are asked to do so.

In the event personal information is collected, used or disclosed through the use of your Card, such information will be treated in line with the Account Provider's Privacy Policy which is available on the Website at <https://www.williamhill.com.au/betting/help/privacy-policy/>.

By using your Card, you agree that the Account Provider's [Betting Rules](#) and these terms and conditions relating to the Card apply to your use of the Card (but this is not the only way that the Betting Rules and these terms and conditions relating to the Card are taken to apply to your use of the Card).

The Card is only available to those who are 18 years of age or older.

Obtaining the Card

You can obtain the Card by completing the opt in process available through the Account Provider's Website. If we accept your request for a Card, we will send the card to your address which is registered on your Account.

Once received, your Card is ready for use.

Use of the Card

Personal use

The Card is for your own personal use, and you are not permitted to allow any other person to use your Card. The Card is not transferrable to any other person.

You are responsible for all transactions performed using the Card.

Performing a Load Transaction

You can perform Load Transactions by:

- (a) presenting the Card at any Retailer;
- (b) scanning the barcode of the nominated Load Transaction on the Card at the Retailer's point of sale terminal;
- (c) making payment for the amount of the Load Transaction together with all relevant fees and charges by a payment method made available to you by the Retailer.

You can perform Load Transactions using the Card subject to any applicable limits imposed by the Account Provider.

The amount of the Load Transaction performed using the Card will generally be available for use in your Account within minutes from the time the Load Transaction is processed. A longer period may apply in circumstances beyond our control.

We are not liable in any way if payment for a Load Transaction is declined regardless of reason.

You cannot 'stop payment' on a Load Transaction after it has been completed.

We may delay, block or refuse to process any transaction without incurring liability if we suspect that the transaction:

- (a) may breach any laws or regulations in Australia;
- (b) involves any person that is sanctioned or connected, directly or indirectly, to any person that is sanctioned under economic and trade sanctions imposed by the United States Office of Foreign

Assets Control, the United Nations, the European Union or any country;

- (c) may directly or indirectly, involve the proceeds of any unlawful conduct.

Fees

There are no fees and charges applying to the Card. Certain merchants may charge an additional fee, depending on the payment method used. This fee is determined and charged by the merchant and is not retained by us.

Card security

You must take care to keep the Card safe and secure. In particular, you must not allow anyone else to use the Card.

Loss, theft, misuse

If you know, or have reason to believe, that the Card is lost or stolen or likely to be misused, you must immediately notify the Account Provider. The Account Provider will suspend or cancel the Card to restrict further use.

If your Card is lost, stolen or damaged, you can request a replacement Card by contacting the Account Provider. The Account Provider will arrange to have a replacement Card sent to the address registered on your Account.

You agree that, for the purpose of telephone communications originated or received by us, we:

- (a) May verify your identity by reference to any or all of the information given by you when applying for an Account; and
- (b) May proceed on the basis that we are satisfied by that verification.

Warranties and representations

You warrant that:

- (a) you will comply with all applicable laws in respect of the Card and its use;
- (b) you will not allow any third party to, directly or indirectly, access or use the Card to perform Load Transactions;

- (c) you will not perform a Load Transaction with monies that are derived from illegal activities;
- (d) you are wholly responsible and liable for any Load Transaction performed with your Card.

Communications/Notices

You agree that we may provide written notices or other communications to you under or in connection with these Terms and Conditions by either:

- (a) Sending the notice, information or communication using the information you provided when registering for an Account; or
- (b) Notifying you that the notice, information or communication is available from the Account Provider's Website.

Complaints and Disputes

If you have a query or complaint you can contact William Hill Customer Service Team during the hours set out below or by:

Phone: 1800 007 238 between 8:30am to 12am (AEST/AEDT) 7 days a week

Email: service@williamhill.com.au

Mail: PO Box 700, Parap, Northern Territory 0804

Liability

We are not liable to you for any loss due to:

- (a) circumstances beyond our control preventing a transaction, despite any reasonable precautions having been taken by us;
- (b) any failure due to events outside our reasonable control including any failure by you to provide clear instructions or correct information or any failure of hardware, systems or software due to events outside our reasonable control;

- (c) industrial dispute;
- (d) any indirect, special or consequential losses;
- (e) our taking any action required by a government, federal or state law or regulation or court order; or
- (f) anything specifically excluded or limited elsewhere in these Terms and Conditions.

Nothing in these Terms and Conditions is intended to exclude, restrict or modify any guarantee, condition or warranty which is implied under the law. Where we are liable for a breach of these Terms and Conditions, our liability is limited to the supply of the Card and associated services again, or the payment of the cost of having the Card and associated services supplied again.

Changes to these Terms and Conditions

We may vary these Terms and Conditions from time to time. We will ensure that any significant changes are notified to you by an appropriate method (for example, by email, newsletter or online announcement) at or before the time such changes come into effect. We will also ensure that the current Terms and Conditions are made available online at <https://www.williamhill.com.au/eachway>.