



Funding Program

Terms of Use

BETTER
THAN A CARD

BIGGER
THAN A PAYMENT SYSTEM

SMARTER
THAN A FUNDRAISER

Fees and charges may apply to your nominated account. Please refer to your specific account terms and conditions for this information.

This brochure provides general information only and is not intended as financial or taxation advice. You should consult your taxation advisor for advice as to your individual circumstances.

The redy product is issued by Bendigo and Adelaide Bank Limited ABN 11 068 049 178 AFSL 237879 (the Bank). You should consider the Terms and Conditions before deciding to use this or any redy product. Terms and Conditions are available online at www.redy.com.au

Table of Contents

1	Background	4
2	Eligibility to participate in redy Funding Program	4,5
3	Your consents and acknowledgments	5
4	Your obligations	6
5	Records	6
6	Privacy	7
7	Administration Charge	7
8	Payment of redy Funding	7
9	GST	8
10	Intellectual Property	8
11	Confidentiality and public announcements	8
12	Electronic communications	9
13	Indemnity	9
14	Legal expenses	10
15	Liability	10
16	Termination	10, 11
17	Notice of change	11
18	Your rights and our rights	12
19	General	12
20	Glossary	13,14

1. Background

1.1 The redy Payment System is a payment system which (amongst other things) allows redy Users (redy Shoppers and redy Businesses) to exchange value for goods or services using a mobile device.

1.2 redy is owned and operated by Bendigo and Adelaide Bank Ltd (ABN 11 068 049 178) (AFSL 237879) and its related bodies corporate.

1.3 redy Shoppers are eligible to earn Creds and can, via the redy App, choose to direct us to apply their Creds for the benefit of an Approved redy Funding Use. Direct donations can also be made by redy Users to Approved redy Organisations through the redy Payment System.

1.4 You wish to be recognised as an Approved redy Organisation and have submitted a redy Funding Application to us.

1.5 By submitting a redy Funding Application, You agree that these terms and conditions will apply to Your participation in the redy Funding Program and will be incorporated into the Agreement.

1.6 We may change these terms and conditions (including by varying an existing provision or adding a new provision) without Your consent. Except where a change reduces your obligations, we will give you notice of a change to these terms and conditions by displaying the change on the redy website (www.redy.com.au) and / or via the redy App at least [20] days before the change is to take effect. You should check these terms and conditions periodically for changes.

2. Eligibility to participate in redy Funding Program

2.1 Only Approved redy Organisations are eligible to participate in the redy Funding Program and receive redy Funding.

2.2 To be eligible to be considered for approval as an Approved redy Organisation, You must:

(a) be either an organisation registered with ASIC or an incorporated association registered in an Australian state or territory;

(b) hold a current Bank Account; and

(c) either:

(i) conduct a project based campaign with a clearly defined outcome, timeframe and goal; or

(ii) be a deductible gift recipient endorsed by the Australian Taxation Office or listed by name in the income tax law of Australia.

2.3 We will not approve any application that concerns a project or appeal which we consider promotes, facilitates or provides for the provision of materials or services that are:

(a) sexually explicit; and/or

(b) gambling related; and/or

(c) drug or alcohol related; and/or

(d) illegal or in any way restricted.

2. Eligibility to participate in redy Funding Program

...continued

3. Your consents & acknowledgments

2.4 We retain an absolute discretion in relation to the organisations which we approve to participate in the redy Funding Program, and the projects, appeals, charitable or other uses to which redy Funding may be applied by an Approved redy Organisation.

3.1 You consent to:

(a) us making, directly or through third parties, any enquiries we consider necessary regarding You and / or Your redy Funding Application (including, without limitation, a credit check) at any time and from time to time while You are participating in the redy Funding Program;

(b) us or our authorised representative conducting a review of Your systems at any reasonable time including after a suspected or known breach of these terms and conditions has occurred. You acknowledge this review may require physical site access and access to Your storage and transmission systems.

3.2 If Your redy Funding Program Application is approved, You agree that we may publish the fact of Your participation in the redy Funding Program as an Approved redy Organisation, and display Your name, logo and general information concerning Your organisation and the Approved redy Funding Use, on the redy website and App in such format as we determine from time to time.

3.3 You acknowledge that we make no promise, representation or warranty of any kind in relation to the amount of redy Funding, if any, that You may receive as a result of Your participation in the redy Funding Program. The decision of a redy User to direct us to apply their Creds to the benefit of Your Approved redy Funding Use, or to make any direct donation to You, is one that rests solely with the redy User.

3.4 You should not commit to any expenditure in reliance on an expectation that You may receive redy Funding before You actually receive payment from us in accordance with these terms and conditions. We accept no responsibility whatsoever for any expenditure You make or commit to make whether in connection with Your Approved redy Funding Use or otherwise.



4. Your obligations

4.1 You warrant that:

(a) the information contained in the redy Funding Program Application is current, accurate and complete and not false, misleading or deceptive in any way (whether by inclusion or omission); and

(b) You have and will maintain all approvals and registrations required by law to enable You to receive redy Funding (including any required fundraising registration).

4.2 You must:

(a) comply with any rules, procedures or written directions we notify You of from time to time regarding Your participation in the redy Funding Program;

(b) not use or permit redy to be used in respect of any transaction which is illegal under the laws of any relevant jurisdiction;

(c) ensure (at Your own cost) that You have all telecommunications equipment necessary to use redy;

(d) promptly provide us any additional information relating to the redy Funding Program Application or Your Approved redy Funding Use that we reasonably request from time to time;

(e) notify us promptly if any of the information contained in the redy Funding Program Application becomes inaccurate in any respect;

(f) not make any representations to any third party that may be taken to indicate that You have authority to act on our behalf or which may bind us;

(g) upon request cooperate reasonably with us to promote the redy Payment System to redy Users and prospective users;

(h) ensure that any and all redy Funding paid to You is used solely for the purpose of the Approved redy Funding Use; and

(i) ensure that You comply with all applicable laws, regulations and codes of conduct.

5.1 You must securely keep records of accounts, receipts, invoices and other documents relating to the Approved redy Funding Use and the Agreement for a period of 7 years from the date the redy Funding is provided to You.

5.2 You must allow us to examine Your records relating to any Approved redy Funding Use where redy Funding has been provided. You must provide us with any evidence of or documentation in respect of an Approved redy Funding Use within 7 days if we ask for it, and if You fail to do so, we may refuse to accept any future application/s for funding through redy and demand return of the redy Project Funds provided in relation to the relevant Approved redy Funding Use.

5.3 Records of all redy Funding activity remains the property of Bendigo Bank. Bendigo Bank will not release any personal information relating to redy Users to You without the prior written agreement of the individuals concerned.

5. Records

6. Privacy

6.1 The data and information that You provide to Bendigo Bank, including but not limited to any personal information You submit in connection with your redy Funding Application, may be used by Bendigo Bank or its authorised third party contractors to:

- (a)** manage Your participation in the redy Funding Program and the provision of any redy Funding;
- (b)** monitor Your compliance with these terms and conditions
- (c)** customise any advertising or promotional material made available via the redy Payment System; and
- (d)** contact You with information regarding the redy Payment System or our other products or services.

6.2 Any personal information You submit will be stored and handled in accordance with the requirements of the Privacy Act 1988 (Cth) and the terms of Bendigo Bank's Privacy Policy, a copy of which is available here http://www.bendigobank.com.au/public/terms/privacy_policy_full.asp.

7. Administration Charge

7.1 There is no charge to submit a redy Funding Application.

7.2 In return for our agreement to allow You to participate in the redy Funding Program, we will charge You an Administration Charge plus applicable GST on the value of redy Funding which is payable to You in accordance with these terms and conditions.

7.3 You authorise us to deduct the Administration Charge plus applicable GST from each payment of redy Funding made to You in accordance with clause 8.

7.4 We will deduct the Administration Charge irrespective of the value of redy Funding raised.

8. Payment of Funding

8.1 The monetary value of any Creds which a redy User directs us to apply for Your Approved redy Funding Use, plus any other donations made directly by a redy User for Your benefit, less the Administration Charge payable under clause 7 plus applicable GST, will be paid to Your Bank Account in Australian dollars.

8.2 Payments of the redy Funding (less the Administration Charge plus applicable GST) will be made to Your Bank Account at the times notified by us, or if no times are notified, quarterly in arrears.

9. GST

9.1 All fees, costs and charges for any taxable supply (within the meaning of the applicable GST legislation) which we make to You in connection with the Agreement are GST exclusive.

9.2 We will:

- (a)** add GST to the relevant amount at the government regulated rate; and
- (b)** at all times comply with the GST legislation; and
- (c)** provide You valid tax invoices.

10. Intellectual Property

10.1 All copyright, trade marks and other intellectual property in respect of the redy Payment System and the redy Funding Program and information and material forming part of the redy Payment System and the redy Funding Program (together, redy Material) is owned by or licensed to Bendigo Bank. Trade marks and other rights used under licence by Bendigo Bank are used with permission and are owned by the relevant third party.

10.2 You acknowledge and agree that nothing in these terms and conditions grants You any ownership of or rights in respect of the intellectual property related to the redy Payment System or the redy Funding Program. If You have or acquire any intellectual property in respect of the redy Payment System or the redy Funding Program (including improvements to the redy Payment System or redy Funding Program) You assign such intellectual property to us immediately upon the intellectual property vesting or otherwise being acquired by You. You agree to sign all documents and do all other acts necessary to give effect to such assignment.

11. Confidentiality & Public Announcements

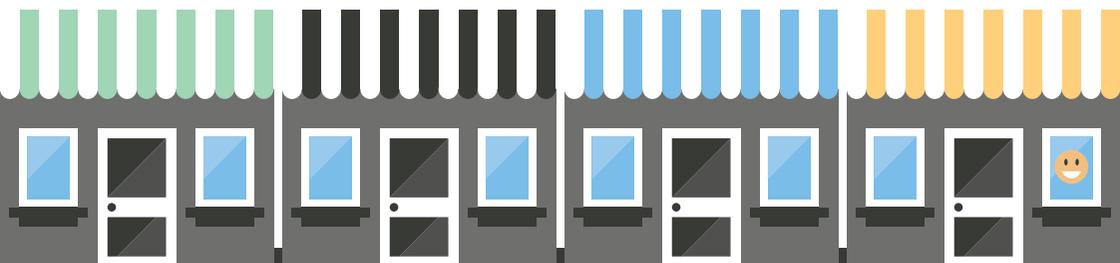
11.1 Where You receive any Confidential Information from us in connection with the redy Payment System or the redy Funding Program You must:

- (a)** keep the Confidential Information confidential; and
- (b)** subject to clause 11.2 not use, disclose or reproduce the Confidential Information for any purpose.

11.2 Notwithstanding clause 11.1, You may use or disclose Confidential Information to the extent necessary to:

- (a)** comply with any law, binding directive of a regulator or a court order;
- (b)** obtain professional advice in relation to matters arising under or in connection with these terms and conditions.

11.3 You must not make any public statement or announcement regarding these terms and conditions, the redy Payment System or the redy Funding Program without our prior written consent (which we may give or withhold in our absolute discretion).



12. Electronic Communications

12.1 The communications between You and redy use electronic means, whether You visit the Site or send us emails, or whether redy posts notices on the Site or communicates with You via email.

12.2 For contractual purposes, You:

(a) consent to receive communications from redy in an electronic form; and
(b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that redy provides to You electronically satisfy any legal requirement that such communications would satisfy if it were in writing. The foregoing does not affect Your non-waivable rights.

12.3 You can communicate with us at the following address:

Attention: **redy Funding Program Department**

Address: **426 Hargreaves St, Bendigo Victoria 3550**

Email: **support@redy.com.au**

13. Indeminty

13.1 You indemnify us against all claims, losses and liabilities we incur which arise directly or indirectly from or in connection with:

(a) any breach by You of Your obligations under the Agreement (including these terms and conditions); or
(b) any dishonest or illegal act committed by You, Your employees, agents, contractors or invitees; or
(c) Your participation in the redy Funding Program; or
(d) any error, negligence, wilful misconduct or fraud on Your part or on the part of Your employees, agents or contractors; or
(e) the exercise by us of any of our rights under these terms and conditions.

13.2 To the extent permitted by law, we exclude all liability for any losses or inconvenience You suffer due to a redy Payment System connection error or other fault.

13.3 You agree:

(a) that the indemnity under clause 13.1 continues after the Agreement ends; and
(b) that the amounts payable under the indemnity under clause 13.1 are payable on demand; and
(c) to reimburse us any value resulting in a chargeback which has resulted after this Agreement is terminated, expires or otherwise comes to an end.

14. Legal Expenses

14.1 You agree to pay all legal fees (on solicitor and client basis) and liabilities incurred by us in connection with any default by You under the Agreement, or enforcement of the Agreement by us.

15.1 Nothing in these terms and conditions should be interpreted as attempting to exclude, restrict or modify the application of any applicable provisions of the Australian Consumer Law or Your rights to make a claim in respect of any consumer guarantees or other provision of the Australian Consumer Law.

15.2 To the extent permitted by law, all conditions, warranties, guarantees, rights, remedies, liabilities and other terms implied by statute, custom or common law are excluded from these terms and conditions. Where legislation implies any condition, guarantee or warranty, and that legislation prohibits Bendigo Bank from excluding or modifying application of, or its liability under, any such condition, guarantee or warranty, that condition, guarantee or warranty will be deemed included but Bendigo Bank's liability will be limited for a breach of that condition, guarantee or warranty to the minimum remedy provided for in that law.

15.3 Our liability to You under and in connection with the Agreement is limited to remitting any amount on account of redy Funding to which You are entitled in accordance with clause 8.

15. Liability

16. Termination

16.1 The Agreement will automatically terminate if either:

(a) the target redy Funding amount (if any) set out in Your redy Funding Program Application is achieved; or
(b) the period (if any) set out in Your redy Funding Program Application during which redy Funding is to be sought ends.

16.2 We may terminate the Agreement if at any time no redy User has directed us to apply their Creds for the benefit of Your Approved redy Funding Use for a continuous period of 60 days or more or we otherwise determine in our discretion that the level of activity on Your account is insufficient to warrant Your continued participation in the redy Funding Program.

16.3 You may discontinue Your participation in the redy Funding Program and terminate the Agreement at any time by giving us 30 days' written notice.

16.4 If the Agreement is terminated in accordance with clauses 16.1 to 16.3, any unpaid redy Funding to which You are entitled, less the applicable Administration Charge plus GST, will be paid to You as soon as practicable.

16. Termination

...continued

16.5 Without limiting the rights which we may otherwise have arising from a breach of the Agreement, we may immediately terminate the Agreement by written notice to You at any time (without any requirement to provide You with prior notice of termination) if:

- (a)** You breach Your obligations under these terms and conditions; or
- (b)** We reasonably suspect that You have engaged in an unlawful activity in connection with Your participation in the redy Funding Program;
- (c)** an application or petition for Your winding up is presented; or
- (d)** You cannot pay Your debts as and when they fall due; or
- (e)** any judgement made against You in court is not satisfied; or
- (f)** You make a substantially incorrect, misleading or untrue statement in connection with the Agreement including in Your redy Funding Program Application; or
- (g)** we determine that Your continued eligibility to receive redy Funding may damage our reputation; or
- (h)** You permit or allow any use of redy Funding paid to You for a purpose not approved by us.

16.6 If the Agreement is terminated in the circumstances described in clause 16.5, we may, in conjunction with any additional or alternative resolutions provided by law:

- (a)** retain all amounts already received by us until our relevant investigations have been concluded; and
- (b)** recover from You and return any redy Funding paid to You to the redy User/s that contributed such funding.

17. Notice of Change

17.1 You must immediately notify us if there are any changes to:

- (a)** the details contained in the redy Funding Program Application form You submit to us; or
- (b)** the ownership or control of Your organisation including any delegation by way of power of attorney; or
- (c)** the purposes or objects set out in Your constituent documents; or
- (d)** Your trading name, address or telephone number; or
- (e)** Your ability to meet Your liabilities as and when they fall due.

18. Your Rights & Our Rights

18.1 You cannot transfer, assign or otherwise deal with Your rights or obligations in this Agreement to anyone else.

18.2 We can:

- (a)** enter this Agreement as a principal or agent; or
- (b)** transfer our interests in this Agreement to any person; or
- (c)** give another person an interest in form of security without getting Your consent.

18.3 The rights in this Agreement are in addition to any rights provided independently by law, and all these rights can be used by You and by us.

18.4 If a right in this Agreement is breached or not enforced, You or we have the right to take action over that breach or any later breach.

19. General

19.1 You acknowledge and agree that any disputes in relation to this Agreement including Your rights as an Approved Organisation are to be determined by the courts of Victoria, in accordance with the laws of Victoria.

19.2 Bendigo Bank accepts no liability for any failure or delay in complying with these terms and conditions where such failure or delay is due to circumstances beyond Bendigo Bank's reasonable control including (without limitation) where the failure to delay is caused by a Force majeure.

19.3 If Bendigo Bank waives any rights available to it under these terms and conditions on one occasion, this does not mean that those rights will be automatically waived on any other occasion. Waivers must be in written form and signed by Bendigo Bank or its authorised representative.

19.4 Your rights and obligations under these terms and conditions (including any rights to use the redy Payment System) are personal to You and may not be assigned, transferred or otherwise dealt with other than with our prior written consent.

19.5 These terms and conditions and the redy Funding Application together constitute the entire agreement between You and us in relation to redy.

19.6 If any of these terms and conditions are held to be invalid, unenforceable or illegal for any reason, the remaining terms and conditions will nevertheless continue in full force.



Glossary

Administration Charge means the percentage charge set out or referred to in the redy Funding Program Application form.

Agreement means the agreement between You and Bendigo Bank in relation to Your participation in the redy Funding Program and the provision of any redy Funding, made up of the redy Funding Program Application, these terms and conditions, and any other document incorporated by reference in the Agreement.

Approved redy Funding Use means a project, appeal, charitable or other use to which we approve an Approved redy Organisation applying redy Funding.

Approved redy Organisation means a community, charitable or other organisation approved by Bendigo Bank from time to time to participate in the redy Funding Program.

ASIC means Australian Securities and Investments Commission.

Australian Consumer Law means Schedule 2 of the Competition and Consumer Act 2010 (Cth).

Bank Account means an account with an authorised deposit-taking institution (within the meaning of the Banking Act 1959 (Cth)).

Bendigo Bank, we, our or us means Bendigo and Adelaide Bank Limited ABN 11 068 049 178 AFSL / Australian Credit Licence No 237879, and includes our successors and assigns.

Confidential Information means any information provided by us to You (whether provided before or after the commencement of the Agreement) in connection with Your redy Funding Application, the redy Payment System or otherwise in connection with these terms and conditions but does not include information which is in or becomes part of the public domain, other than through a breach by You of these terms and conditions or an obligation of confidence or information which You can prove was independently acquired or developed without breaching any of the obligations set out in these terms and conditions.

Creds means rewards a redy User receives from transacting with redy Businesses which are presented in Australian dollars.

Force majeure includes:

- (a) any act of God; or
- (b) war, revolution, or any other unlawful act against public order or authority; or
- (c) an industrial dispute; or
- (d) a government restraint; or
- (e) any other event or cause which is not within the reasonable control of Bendigo Bank.

Privacy law means all legislation, principles, industry codes and policies relating to the collection, use, disclosure, and storage or granting of access rights to personal information.

redy App means any application or website made available by Bendigo Bank from time to time for use by redy Users and other persons approved by us.

redy Business means a person authorised to receive payments in exchange for goods or services acquired by a redy User using the redy Payment System.

redy Funding means the provision of financial support to an Approved redy Organisation in accordance with these terms and conditions.

redy Funding Program Application means Your completed application to be approved as an Approved redy Organisation in the form prescribed by us.

redy Funding Program means the program operated by us in conjunction with the redy Payment System whereby Approved redy Organisations are eligible to receive redy Funding.

redy Payment System means the payment system operated by Bendigo Bank from time to time under the name 'redy' or any other name nominated by Bendigo Bank from time to time.

redy Shopper means a registered user who has been authorised by Bendigo Bank to use the redy Payment System for making payments to redy Businesses or redy Organisations.

redy User means a registered user who has been authorised by Bendigo Bank to use the redy Payment System.

You or Your means the organisation named in the redy Funding Program Application. If there are more than one, You means each of them separately and every two or more of them jointly. You includes Your successors or assigns.

Your Bank Account means the Bank Account nominated in Your redy Funding Program Application or otherwise notified to us in writing from time to time.

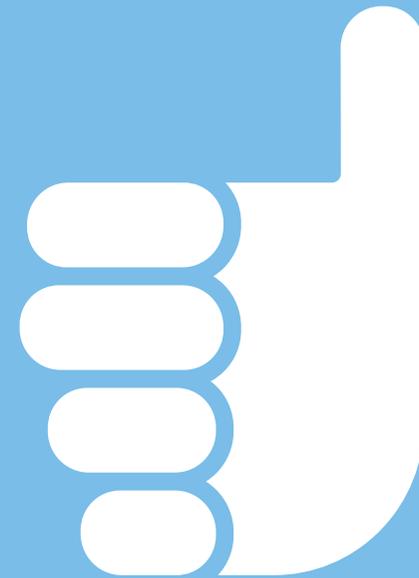
Bendigo and Adelaide Bank Limited

The Bendigo Centre
Bendigo VIC 3550

Telephone: 1300 MYREDY (1300 697 339)

ABN 11 068 049 178

AFSL/Australian Credit Licence No 237879



www.redy.com.au