

Woolworths Auto Recharge Agreement

Credit and debit card Auto Recharge

About Auto Recharge

1. By setting up Auto Recharge You agree to be bound by the terms of this Agreement and authorise Us to charge the Auto Recharge Amount to Your Nominated Card on Your Credit Expiry Date.
2. When You set up Auto Recharge, You will be asked to select which recharge option You wish to be automatically applied each time You reach Your Credit Expiry Date. Auto Recharge will automatically apply Your selected recharge option on the scheduled Auto Recharge date. Auto Recharge does not automatically apply any Add-On Packs.
3. Auto Recharge will be triggered on the Credit Expiry Date of Your currently active recharge. Any unused Included Value or Included Data will be forfeited (except Add-On Included Value and Included Data).
4. We will send You an SMS or email reminder 2 calendar days prior to the scheduled Auto Recharge date. It is Your responsibility to check the reminder and notify Us of any errors prior to the scheduled Auto Recharge date. You acknowledge that We may charge the Auto Recharge Amount to Your Nominated Card even if You do not receive a reminder or if You do not give Us reasonable notice of any errors in the SMS reminder.
5. It is Your responsibility to ensure that You are able to pay the Auto Recharge Amount on the Credit Expiry Date using Your Nominated Card and that Your Nominated Card details and contact details are correct and up-to-date.
6. If payment of the Auto Recharge Amount using Your Nominated Card is unsuccessful for any reason, Your credit will expire and You may not be able to use Your Pre-paid Mobile Service to make outgoing calls, text or data sessions unless You recharge Your Account using another method (by using the Woolworths Mobile App, going to www.woolworths.com.au/mobile or calling Customer Care). We will notify You via SMS or email if Your Auto Recharge is unsuccessful.

7. Amounts charged to Your Nominated Card that exceed the credit limit available on the Nominated Card may be rejected and may result in You being charged fees or interest by the issuer of the Nominated Card and/or by Us.
8. We will not charge the Auto Recharge Amount to Your Nominated Card and You must recharge using a different method (by using the Woolworths Mobile App, going to www.woolworths.com.au/mobile or calling Customer Care) if:
 - a. We have given You notice that We are unable to charge the Auto Recharge Amount to Your Nominated Card;
 - b. We have given You notice that payment of the Auto Recharge Amount using Your Nominated Card has been unsuccessful for any reason (this may include as a result of a disputed or fraudulent transaction or a failure by You to update Your details);
 - c. You have given Us at least 2 Business Days notice that You no longer wish to Auto Recharge Your account; or
 - d. one or more attempts to charge Your Nominated Card is unsuccessful.
9. You warrant that You are over 18 years of age and have the capacity and authority to authorise Us to charge the Nominated Card.
10. We are not liable for any loss arising from and any costs incurred in connection with:
 - a. Us being unable to charge the Auto Recharge Amount to Your Nominated Card;
 - b. any unsuccessful payment by You of the Auto Recharge Amount using Your Nominated Card (including a chargeback resulting from a disputed or fraudulent transaction or a failure by You to update Your details);
 - c. Your credit expiring due to payment of the Auto Recharge Amount using Your Nominated Card being unsuccessful for any reason;
 - d. any delay in applying the Auto Recharge; or
 - e. Our variation or termination of this Agreement.

Cancelling or varying Your authorisation

11. You may cancel the authorisation to charge Your Nominated Card under this Agreement or change Your Nominated Card by contacting Us at least two (2) Business Days before Your Credit Expiry Date by calling Us on 1665 (free from Your Woolworths mobile) or on 1300 101 234 from any other phone (local call rate applies), or updating Your Auto Recharge details using the Woolworths Mobile App.
12. If Your SIM card is lost or stolen, Auto Recharge will not be cancelled automatically. You must immediately contact Us to cancel Your Auto Recharge.

Changes by Us

13. We may vary this Agreement at any time by giving You at least ten (10) Business Days' notice and such changes will be binding on You with effect from such date as We determine.
14. If You do not agree to a variation of this Agreement You may cancel Your authorisation to charge Your Nominated Card and pay the Auto Recharge Amount in another way.

Contact Us

15. If You believe there has been an error in charging Your Nominated Card or You wish to notify Us about anything relating to this Agreement, including disputes, please contact Us directly on 1665 (free from Your Woolworths mobile) or on 1300 101 234 from any other phone (normal charges apply).

Privacy

16. We ensure that Your personal information is protected and maintained in accordance with the *Privacy Act 1988* (Cth), and Part 13 of the *Telecommunications Act 1997* (Cth) respectively.
17. Our Privacy Policy explains how We collect, use and disclose personal information about You, including how to opt out from direct marketing, how to request access to and correction of Your personal information or how to complain about a privacy breach and how this is handled by Us. For a copy of this policy, call our Call Centre on 1665 (free from Your Woolworths mobile) or on 1300 101 234 from any other phone (local call rate applies) or go to www.woolworths.com.au/mobile.

Definitions

The meaning of certain words and abbreviations used in this Agreement are set out below. Other words and abbreviations used in this Agreement are defined in **clause 11** of the Service Terms and **clause 18** of the General Terms.

Singular words include the plural equivalent and vice versa.

Grammatical variations of a word defined in this Agreement have a corresponding meaning.

Where the word “including” is used in this Agreement, it should be read as “including but not limited to”.

Agreement means this Woolworths Auto Recharge Agreement.

Auto Recharge means the automatic recharge of Your Prepaid Mobile Service and charging of Your Nominated Card on the evening of Your Credit Expiry Date each recharge period.

Auto Recharge Amount means the purchase price (less any applicable discounts) of the Pre-Paid Recharge Option that will be automatically applied to Your Account.

Business Day means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.

Credit Expiry Date means the date Your current recharge will expire.

Nominated Card means the credit card You have nominated either in the application for a Woolworths Phone Plan via our website, Woolworths Mobile App, Call Centre or in-store or by

subsequent notification to Us in accordance with clause 8 and which, under this Agreement, We are authorised to charge the Auto Recharge Amount to.

We, Us and Our means Woolworths Limited ABN 80 000 014 675