



Anti-Money Laundering and Counter-Terrorism Financing (Exemption—Woolworths Marketplace Pty Ltd) Instrument 2021 (No. 19)

I, Kathryn Miller, make the following instrument as a delegate of the AUSTRAC CEO.

Dated 15 September 2021

Kathryn Miller
National Manager, Legal and Enforcement
Australian Transaction Reports and Analysis Centre

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1 Name

This instrument is the *Anti-Money Laundering and Counter-Terrorism Financing (Exemption—Woolworths Marketplace Pty Ltd) Instrument 2021 (No. 19)*.

2 Commencement

This instrument commences on the day after it is signed.

3 Cessation

This instrument ceases on 30 September 2023.

4 Authority

This instrument is:

- (a) made under paragraph 248(1)(a) of the Act; and
- (b) subject to conditions as authorised under paragraph 248(2)(b) of the Act.

5 Definitions

Note: A number of expressions used in this instrument are defined in section 5 of the Act, including the following:

- (a) authorised deposit-taking institution (ADI);
- (b) corporate group;
- (c) person.

In this instrument:

Act means the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006*.

Everyday Market means an online platform or platforms operated by Woolworths Marketplace.

Third party seller means any seller of goods that is not Woolworths Group Limited or a related body corporate for the purposes of the *Corporations Act 2001*.

Woolworths Group means Woolworths Group Limited (ACN 000 014 675).

Woolworths Marketplace means Woolworths Marketplace Pty Ltd (ACN 648 216 264).

WPay means WPay Pty Ltd (ACN 646 547 908).

6 Application

- (1) This instrument applies to Woolworths Marketplace in respect of the provision of designated services described in item 31 and item 32 of Table 1 in subsection 6(2) of the Act.

7 Exempt provisions

- (1) Woolworths Marketplace is exempt from the following provisions of the Act:
 - (a) Divisions 2 to 7 of Part 2 (other than section 39);
 - (b) Divisions 2 to 6 of Part 3 (other than sections 42 and 44);
 - (c) Parts 3A, 5, 6 and 7; and
 - (d) Part 10 (other than section 118).

8 Conditions

- (1) This section specifies conditions that apply to the exemption.
- (2) Prior to listing goods for sale on Everyday Market, a third party seller must agree to receive payment for any good sold on that online marketplace into an account held by an ADI in the seller's nominated account held with an ADI.
- (3) Prior to a third party seller listing goods for sale on Everyday Market, Woolworths Marketplace must establish and maintain a record of:
 - (a) if an individual, the seller's full name;
 - (b) if an individual, the seller's date of birth;
 - (c) the full business name (if any) under which the seller carries on their business;
 - (d) the full address of the seller's principal place of business (if any) or the seller's residential address;
 - (e) any Australian Business Number held by the seller; and
 - (f) the beneficial owner if the seller is a trust.
- (4) Information or records obtained under subsection 8(3) must be retained for a period of 7 years from the date on which the information or record is collected and must be made available to AUSTRAC within 14 days of a written request.
- (5) Purchasers of goods on Everyday Market may only:
 - (a) make payments to sellers on Everyday Market in connection with the supply of those goods; and
 - (b) nominate an address in Australia for the delivery of those goods.
- (6) Sellers of goods on Everyday Market may only make payments to buyers in connection with a valid refund or chargeback in relation to the sale of those goods.
- (7) Purchasers of goods on Everyday Market must only use the following methods of payment:
 - (a) Visa, MasterCard, American Express or Diners Club debit or credit cards,
 - (b) A PayPal account,
 - (c) A buy-now pay-later payment product or similar deferred payment product provided by a provider that:

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- i. holds an Australian Business Number; and
 - ii. is enrolled with AUSTRAC as a reporting entity; and
 - iii. is a signatory to the Australian Finance Industry Association Buy Now Pay Later Code of Practice; and
 - iv. has warranted to Woolworths Group or Woolworths Marketplace that it undertakes appropriate customer identification procedures as required under Part 2 of the Act;
 - (d) A gift card, branded or issued by Woolworths Group or any of its related bodies corporate:
 - i. of no greater value than \$500 each; and
 - ii. is not redeemable for cash; and
 - iii. where the total value of the gift cards being used in a single transaction does not exceed \$5000;
 - (e) Woolworths Everyday Rewards points when applied as a discount off the total cost of goods purchased through the Everyday Market.
- (8) The proceeds of any sale undertaken on Everyday Market must be settled into an account held by an ADI in the name of either WPay or Woolworths Group, then disbursed into an account or accounts held by an ADI in the name of Woolworths Group or any of its related bodies corporate, and then disbursed into an account held by an ADI in the seller's name.
- (9) Woolworths Marketplace must, in writing, notify the AUSTRAC CEO within 14 days of any event that may affect their ability to comply with this instrument.

Important Notice to the person named in this instrument

1. Under subsection 248(3) of the Act, a person granted an exemption subject to one or more conditions must comply with the conditions specified in the instrument. Failure to comply with subsection 248(3) is a civil penalty provision and may result in any or all of the following:
 - the exemption ceasing to apply to the person during any period in which the person does not comply with the relevant condition/s;
 - the exemption being revoked;
 - the AUSTRAC CEO applying to the Federal Court of Australia for a civil penalty order requiring the person to pay a pecuniary penalty in respect of the breach.
2. Under sections 136 and 137 of the Act, it is an offence to provide false or misleading information or documents. If any of the information submitted by the applicant or its representatives is found to be false or misleading, the exemption may be revoked and action initiated against the applicant.
3. The person granted the exemption may request the AUSTRAC CEO to revoke or vary the exemption at any time.
4. Any request to vary or extend this exemption must be submitted to the AUSTRAC CEO or an approved delegate no later than 90 days before the date the change is requested to commence.
5. This exemption does not preclude the person from making communications or disclosures that are otherwise permitted by law.