## **ANZ REWARDS**

REWARDS PROGRAM
TERMS AND CONDITIONS



# When do these terms and conditions apply?

 These terms and conditions apply to you and any additional cardholder when you activate your card account.

## **Earning Reward Points**

- Reward Points are used to determine when you become entitled to a reward and can only accrue to account holders. Reward Points earned as a result of purchases made by an additional cardholder will accrue to the account holder's points record.
- Rewards Points are earned at the applicable earn rate for each dollar spent on purchases using your card account. Reward Points earned are subject to the exclusions set out in clauses 7, 8, 9 and 10. Reward Points accrue daily and will be visible on your points record up to 5 business days after a purchase has been processed by ANZ.
- 4. Some card accounts may have banded Reward Point earn rates. This means that different earn rates may apply depending on the cumulative dollar value of purchases made during the current statement period. For example, the earn rate available on purchases made once your total purchases during a statement period exceed \$1000 may be different from the earn rate available on the first \$999 of purchases made during a statement period. The cumulative dollar value of purchases made will reset at the start of each new statement period.
- The number of Reward Points you could earn per 5. dollar spent may vary according to the type of Card you have. ANZ will advise you in writing of the number of Reward Points you could earn per dollar spent and any earn rate bands applicable to your card(s) at the time of opening your card account and at any time where the number of Reward Points you could earn per dollar spent decreases or the earn rate bands change in a way which reduces your ability to earn Reward Points. ANZ is not required to advise you in writing at any time the number of Reward Points you could earn per dollar spent increases or an earn rate band changes in a way which increases your ability to earn Reward Points, Call 13 22 73 for the current earn rate bands and number of Reward Points you earn per dollar spent.

- You may earn Bonus Reward Points by using your card to purchase qualifying goods and services through the Bonus Points Mall. To earn Bonus Reward Points:
  - (a) You must be logged into your ANZ Rewards account and make a purchase through the Bonus Points Mall in a single session by following the links provided;
  - (b) Cookies and Javascript must be enabled and any Do Not Track preference must be disabled;
  - (c) You must not use gift cards or a retailer's coupon or voucher not featured on bonuspointsmall. anzrewards.com to complete a purchase.

The number of Bonus Reward Points that can be earned from each retailer will be set out on bonuspointsmall.anzrewards.com and may change from time to time without notice. Bonus Reward Points earned are subject to the exclusions set out in clauses 7, 8, 9 and 10. Bonus Reward Points earned in the Bonus Points Mall may take up to 90 days to be added to the points record.

- 7. For ANZ Rewards Visa PAYCARD accounts, Reward Points and Bonus Reward Points will only be earned on purchases using the 16 digit card/account number. Points and Bonus Reward Points will not be earned when the nine digit account number listed on the reverse of the PAYCARD is used to process the transaction.
- 8. You will not earn Rewards Points on interest charges, premiums paid for ANZ Credit Card Insurance, government charges, bank fees, payments made to the Australian Taxation Office or other taxation payments or duties, card account adjustments resulting from disputed transactions or otherwise, balance transfers or cash advances (as defined in the ANZ Credit Cards Conditions of Use) or transactions which are identified to ANZ by the relevant merchant or any intermediary financial institution as falling into one of these categories. Bonus Reward Points will not be earned in the Bonus Points Mall on the purchase of gift cards, GST or delivery and shipping charges.
- You will not earn Reward Points if your card account is suspended or if you breach or any additional cardholder breaches these terms and conditions or the ANZ Credit Cards Conditions of Use.

10. When you, or an additional cardholder, obtain a refund, a reimbursement for charges previously incurred (for example for returned merchandise) or a chargeback is made to your card account, this will cause Reward Points to be deducted from your points record. The number of Reward Points deducted from your points record will be calculated by reference to your relevant earn rate at the time the reimbursement was processed by ANZ.

# **Reward Points are not property**

- 11. Reward Points may not be transferred or sold.
- Reward Points are not property, have no monetary value and can only be used to claim rewards. There will be no refunds for Reward Points that are not used to claim a reward.

## **Points expiry**

- 13. Reward Points must be used to claim a reward within 36 months of 31 December of the year in which the Reward Point were added to a points record. Reward Points that remain unused after that period will be cancelled.
- 14. In the event your card account is closed, any Reward Points that remain unused must be used within 90 days of the date of closure. Reward Points that remain unused after that period will be cancelled.
- 15. In the event the Program is terminated, we will notify you of termination and any claim for a reward must be made within 90 days of the date of termination.
- 16. We may also cancel Reward Points at our sole discretion if you die, if your card account is suspended, if you breach or any additional cardholder breaches these terms and conditions or the ANZ Credit Cards Conditions of Use or if we reasonably suspect you are operating your card account fraudulently.

#### Rewards statement

- 17. You will receive a rewards statement quarterly if there has been activity on your points record in the prior quarter or you have Reward Points due to expire in the current quarter. ANZ may vary the frequency and format of the rewards statement without notice. If you successfully register to receive rewards eStatements, paper rewards statements will not be sent to you for your ANZ Rewards account. If you de-register from receiving rewards eStatements ANZ will recommence sending quarterly paper rewards statements.
- 18. Reward Points used to claim a reward will be deducted from your points record at the time we receive your request to claim a reward. The adjustment will be reflected in your next rewards statement.

#### Rewards

- Rewards and the number of Reward Points required to claim a reward are set out on anzrewards.com
- Special terms and conditions may apply to individual rewards and they will be advised to you on anzrewards.com or by notice from ANZ.

# **Claiming rewards**

- Only the account holder may claim rewards.
   Additional cardholders are not entitled to claim rewards.
- 22. Your entitlement to claim rewards is based on the points record in relation to your card account. If your card account is in arrears, suspension or default, no rewards will be claimable.
- 23. You may use the option of `Points Plus Pay' to redeem selected rewards. This means that you use Reward Points and also pay a monetary amount by debiting your card. Your Rewards Guide and anzrewards.com will outline rewards for which you can use this option. Alternatively, call the ANZ Rewards Centre on 1300 367 763 for more information.

- 24. The procedure for claiming rewards is set out in the Introducing ANZ Rewards, ANZ Rewards Travel Adventures Marketing booklet and Introducing ANZ Rewards Black guides. All rewards are subject to availability and substitutions may be necessary.
- 25. Rewards cannot be taken by pooling of Reward Points by persons with different card accounts.
- 26. Unless we advise otherwise, rewards cannot be returned for Reward Points to a points record, cashed in or exchanged. Rewards also cannot be replaced if lost, stolen or otherwise destroyed.
- Unless we advise in writing otherwise, rewards will not be delivered to an address outside Australia.

# Changes to rewards and these terms and conditions

- 28. We may amend these terms and conditions at any time. You will be notified in writing of changes to terms and conditions at least 30 days before that change takes effect.
- 29. Bonus Points Mall retailers also have the right to make changes at any time without notice to the goods or services which are qualifying goods or services and the number of Bonus Reward Points that you will receive as a result of acquiring those goods or services. Bonus Points Mall retailers may change without notice.
- 30. We may at any time and in our discretion without notice change the Rewards Guide, withdraw, limit, modify, cancel or increase the continued availability of any reward or the number of Reward Points required to claim a particular reward.

### What we are not liable for

- 31. Except as provided in any law which cannot lawfully be excluded or modified by agreement we:
  - make no warranties or representations either express or implied and expressly disclaim any and all liabilities (including for consequential damages) with respect to type, quality, standard or fitness or suitability for any purpose of the rewards;
  - are not responsible for the loss, theft or destruction of rewards;

- do not accept any liability with respect to any loss arising from the supply of a reward;
- are not liable for any delay or inability to provide any rewards caused by circumstances beyond our control including strikes, industrial disputes or acts of God.
- 32. In the event that we are liable for breach of any term implied by law, we limit that liability where we are entitled to so do to:
  - replacement or repair of the reward or payment of the cost of replacing or repairing the reward; and
  - supplying the services again or payment of the cost of having the services supplied again.

## **Disputes**

- 33. All questions or disputes regarding eligibility for rewards or the eligibility of Reward Points for accrual or reward will be resolved by us at our sole discretion. All enquiries regarding rewards statements must be made within 90 days of the date of the statement. Otherwise, any questions or disputes must be brought to our attention within 12 months of the incident first giving rise to the question or dispute.
- 34. All questions or disputes must be submitted in writing to the Rewards Centre and, where relevant, be accompanied by a legible copy of the relevant sales receipt or card account statements.
- 35. If you are not satisfied with our response to your question or dispute, you may access our complaints handling procedure, which is set out in the ANZ Credit Cards Conditions of Use.

#### **General**

- 36. If you breach or any additional cardholder breaches the ANZ Credit Cards Conditions of Use or these terms and conditions, we may suspend or exclude you from participating in the Program.
- 37. Any tax liability, stamp or other duty or other government charge or reporting requirement in connection with or on any benefit derived by you from the use of a card by you or an additional cardholder or receipt of a reward is your sole responsibility.

- 38. Retailers participating in the Bonus Points Mall are not responsible for the management, operation or administration of the Program.
- 39. You may request further details about the Program by calling 1300 367 763.
- 40. The Australian Securities and Investments
  Commission has granted us relief from certain
  provisions of the Corporations Act 2001 relating to
  managed investments and non-cash payment
  facilities. The relief granted means that the Program
  is not required to be registered as a managed
  investment scheme or treated as a non-cash
  payment facility and the licensing, financial services
  disclosure and product disclosure provisions do not
  apply to the Program.

# Definitions for ANZ Rewards – Rewards Program Terms and Conditions

'account holder' or 'you' means the person in whose name a card account is kept and who is responsible for all transactions on the card account.

'additional cardholder' means a person to whom a card is issued, at the request of the account holder and who is authorised to transact on the card account but cannot earn or redeem Reward Points.

'adventures card' means an ANZ Rewards Visa Travel Adventures or any other card as may be notified to account holders as being an adventures card for the purposes of these terms and conditions.

'ANZ' means Australia and New Zealand Banking Group Limited.

'black card' means an ANZ Rewards Visa Black, or any other card as may be notified to account holders as being a black card for the purposes of these terms and conditions.

'Bonus Points Mall' means an online shopping portal, accessible through www.anzrewards.com, featuring participating retailers who agree to provide Bonus Reward Points in respect of purchases using a card.

**'Bonus Reward Points'** means the additional Reward Points that are earned for spend on qualifying goods and services in the Bonus Points Mall, in addition to the standard Reward Points earned for spend on the card in accordance with these terms and conditions.

'card' means a classic card, platinum card, black card, ANZ Rewards Visa PAYCARD or any other card as may be notified to the account holder as being a card for the purposes of these terms and conditions.

'classic card' means an ANZ Rewards Visa, ANZ Rewards Visa PAYCARD or any other card as may be notified to account holders as being a classic card for the purposes of these terms and conditions.

'earn rate' means the number of Reward Points (including fractions of Reward Points) you will earn for each dollar spent on eligible purchases.

'platinum card' means an ANZ Rewards Visa Platinum, ANZ Rewards Visa Travel Adventures or any other card as may be notified to account holders as being a platinum card for the purposes of these terms and conditions. 'points record' means a record in relation to a card account for the purpose of determining when you become entitled to a claim a reward.

'Program' means the ANZ Rewards rewards program.

'Promotional Reward Points' means the additional Reward Points earned from limited promotional offers made by ANZ from time to time in accordance with these terms and conditions.

'reward' means a reward, gift, bonus, good or service or other benefit obtained by you through the accumulation of Reward Points through use of the card or a card account.

'Reward Centre' means the centre maintained by ANZ and/or its agents and contractors, to administer aspects of the card relating to rewards, points records, the Rewards Guide, these terms and conditions, newsletters, the rewards database and rewards statements.

'Rewards Guide' means the current catalogue published from time to time of a selection of rewards that may be claimed by account holders in accordance with these terms and conditions. All reward options are available on anzrewards.com

'Reward Points' means points added to or subtracted from a points record in accordance with these terms and conditions.

'rewards statement' means the summary of Reward Points in the account holder's points record, including the number of Reward Points accrued.

'statement period' has the meaning given in the ANZ Credit Cards Conditions of Use.

'we', 'us' or 'our' means ANZ Rewards No 2 Pty Limited and Australia and New Zealand Banking Group Limited.

ANZ Rewards No 2 Pty Limited (ABN 41 082 713 915) Australia and New Zealand Banking Group Limited (ABN 11 005 357 522).

