# **ANZ FREQUENT FLYER**

REWARD TERMS AND CONDITIONS



#### **DEFINITIONS AND INTERPRETATIONS**

 In these terms and conditions the following words have the meanings set out below, unless the context requires otherwise.

'Account Holder' 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.

'AFT' means an Account Funding Transaction initiated by a Visa Direct enabled merchant or other person to debit an ANZ Credit Card to transfer funds to a further nominated account or digital wallet.

'ANZ' means Australia and New Zealand Banking Group Limited ABN 11 005 357 522.

'Balance Transfer' means where funds are credited to another credit, charge or store card account held by you or a third party which is not an ANZ account.

'Black Card' means a Card that is an 'ANZ Frequent Flyer Visa Black' or such other Card as may be notified to Account Holders as being a Black Card for the purposes of these terms and conditions.

'Bonus Partner' means Qantas and any other person who ANZ advises has agreed to provide Bonus Points to Account Holders from time to time.

'Bonus Points' means the extra Points that are earned in respect of the acquisition of qualifying goods and services from any Bonus Partners in addition to the standard Points earned for spend on ANZ Frequent Flyer.

'BPAY®' means BPAY Pty Ltd ABN 69 079 137 518.

'Cap' means the dollar value of all purchases made on a Card account (including purchases made by Additional Cardholders) which will be eligible to earn Points in a statement period, as advised by ANZ from time to time.

'Card' means an AN7 credit card which is a:

- (a) Classic Card:
- (b) Platinum Card;
- (c) Black Card: or

 (d) other card notified to the relevant Account Holders as being a card to which these terms and conditions relate.

'Cardholder' means, in relation to a Card account, the Account Holder and each Additional Cardholder.

'Cash Equivalent Transaction' means transfers of funds to or from other financial institutions, foreign exchange transactions, travellers cheque purchases, gambling transactions, utility bills paid in person at a bank or Australia Post or any bills paid using the Card in conjunction with the BPAY® scheme (if the billing merchant does not accept credit card payment using the BPAY® scheme) and any other transaction that is treated as a cash advance.

'Classic Card' means a Card that is an 'ANZ Frequent Flyer Visa' or such other Card as may be notified to Account Holders as being a Classic Card for the purposes of these terms and conditions.

'Current Spend' means the collective dollar value of all purchases made within the current statement period on the Card account (including purchases made by Additional Cardholders).

'Government Charge(s)' includes, but is not limited to, payment for goods, services, charges and/or levies made to a local, state, or federal government or statutory authorities or related agencies (and includes Australian and overseas governments).

'Platinum Card' means a Card that is an 'ANZ Frequent Flyer Visa Platinum' or such other Card as may be notified to Account Holders as being a Platinum Card for the purposes of these terms and conditions.

'Point' means a Qantas Point added to or subtracted from a Points Record in accordance with these terms and conditions.

'Points Record' means a record established by ANZ in the name of an Account Holder for the purpose of calculating the Account Holder's Points entitlements.

'Points Summary' means a report issued to an Account Holder, either as part of their regular credit card statement or separately, detailing the Points Record for a given period, in accordance with these terms and conditions.

'Qantas' means Qantas Airways Limited (ABN 16 009 661 901) or any of its agents or contractors from time to time.

'Qantas Frequent Flyer program' means the frequent flyer program operated by or on behalf of Qantas.

'Qantas Frequent Flyer membership number' means the Qantas Frequent Flyer program membership number which is in the name of the Account Holder.

'Qantas Point' means a point earned in the Qantas Frequent Flyer program.

'Refund' means a refund or reimbursement for purchases previously charged to a Card account, including but not limited to adjustments to the Card account balance arising from returned goods.

'You' and 'Your' means the Account Holder.

Other expressions used in these terms and conditions which are not defined here have the same meaning as in the ANZ Credit Cards Conditions of Use which are provided to the Account Holder on opening a Card account. Copies of the ANZ Credit Cards Conditions of Use are available from ANZ branches, at anz.com or by telephoning ANZ on 13 22 73.

## **REWARD TERMS AND CONDITIONS**

### Terms governing your agreement

- You will be bound by these terms and conditions and any terms and conditions on anz.com when you accept your Credit Card Contract.
- 3. Use of the Card and Credit Card Account is governed by the ANZ Credit Cards Conditions of Use.
- Points are governed by and subject to the terms and conditions of the Qantas Frequent Flyer program.

# Changes to these terms

- 5. ANZ may amend or terminate these terms and conditions at any time by giving You at least 30 days' notice:
  - (i) in writing; or
  - (ii) by an advertisement in a newspaper(s) circulating in your State or Territory.
- ANZ may add and remove Bonus Partners without prior notice.
- ANZ cannot control changes Bonus Partners may make to the goods or services in relation to which Bonus Points are awarded and the number of Points which You will receive as a result of acquiring such goods or services.

#### Use of Information

- The ANZ Credit Cards Conditions of Use and ANZ's Privacy Policy contain information about the information that ANZ collects about You (personal information) during the course of Your relationship with ANZ. Qantas and ANZ may also collect information about:
  - (a) transactions or events resulting in Points being credited or debited in your Points Record;
  - (b) the number of Points being credited or debited;
  - (c) the number of Points accumulated by You; and
  - (d) any information relating to the Card, Card account, transactions on the Card account or related terms and conditions that You disclose to Qantas or ANZ.

Qantas and ANZ collect this information for the following purposes:

- (a) to administer the Card, Card account and these terms and conditions;
- (b) to provide, perform or arrange for the provision or performance of services relating to the Card, Card account and these terms and conditions; and
- (c) to plan, research and for the promotion and marketing (whether targeted, direct or indirect) of goods, services and products of Qantas and ANZ and any other Bonus Partner.
- 9. By using the Card, each Cardholder specifically authorises Qantas, ANZ and any Bonus Partner, and any of their respective agents and contractors to seek access to, collect and use that information and disclose that information between themselves for the above purposes, provided that no Bonus Partner (except Qantas and ANZ) will have access to the Cardholder's name and address.
- 10. Each Cardholder may obtain access to stored information relating to that Cardholder and may obtain access to and correct that information by calling ANZ on 13 22 73. A fee may apply for this service.
- 11. An outlet may cease to be a Bonus Partner, and additional outlets may become Bonus Partners at any time.

- 12. Points in a Points Record at the time of death of the Account Holder will be cancelled and may not be claimed by any other person.
- 13. Neither Qantas nor ANZ will be responsible for correspondence lost or delayed in the mail. Any Points Summary or notice will be deemed to have been given to the Account Holder if posted to the Account Holder's mailing address.
- 14. Neither Cards nor Points may be sold or transferred in any way.
- If ANZ closes Your Card account, ANZ will notify the Account Holder of such closure.
- 16. Subject to clause 24, if ANZ or the Account Holder closes the Card account, Points will continue to be awarded under these terms and conditions in relation to transactions occurring prior to the date of closure, provided that ANZ receives notice of the transaction and the Account Holder's Qantas Frequent Flyer membership number within 60 days after the date of closure. No Points will be awarded in relation to transactions notified to ANZ after that date. If ANZ does not receive the Account Holder's Qantas Frequent Flyer membership number within 60 days after the date of closure, the Points in the Points Record in respect of the Card as at that date will be cancelled and may not be credited to a Qantas Frequent Flyer account.
- 17. If these terms and conditions are terminated, Points will continue to be awarded in accordance with these terms and conditions in relation to transactions occurring prior to the date of termination, provided that ANZ receives notice of the transaction and the Account Holder's Qantas Frequent Flyer membership number within 90 days after the date of closure. No Points will be awarded in relation to transactions notified to ANZ after that date.

# **Earning Points**

18. (a) You must be a member of the Qantas Frequent Flyer program to earn and redeem Points. A joining fee may apply. Membership of the Qantas Frequent Flyer program is subject to the terms and conditions of the Qantas Frequent Flyer program. Please refer to qantas.com/terms or call the Qantas Frequent Flyer Service Centre on 13 11 31 for a copy.

- (b) Points earned by using Your Card or Card account are credited to Your Qantas Frequent Flyer account after each statement period. Only whole Points are credited. Portions of Points are carried over until they can be credited as whole Points.
- (c) The number of Points earned in a given period appears on an Account Holder's Points Summary for that period, and may include Points that have not been credited to a Qantas Frequent Flyer account.
- (d) Qantas Points that are available to be redeemed appear in an Account Holder's Qantas Frequent Flyer account and can be obtained by referring to qantas.com/frequentflyer or by calling the Qantas Frequent Flyer Service Centre on 13 11 31.
- 19. ANZ will advise you in writing of the number of Points you could earn per dollar spent and any earn rate bands or Caps applicable to your Card(s) at the time of opening your Card account. At any other time, ANZ will advise you if the number of Points you could earn per dollar spent decreases or the earn rate bands or Caps change in a way which reduces your ability to earn Points. ANZ is not required to advise you in writing at any time if the number of Points you could earn per dollar spent increases or the earn rate bands or Caps change in a way which increases your ability to earn Points.

### 20. Some Card accounts may have:

- (a) banded Point earn rates, as advised by ANZ from time to time. This means that different earn rates may apply depending on the cumulative dollar value of eligible purchases made during the current statement period. For example, the earn rate available on eligible purchases made once your total eligible purchases during a statement period exceed \$1,000 may be different from the earn rate available on the first \$999 of eligible purchases made during a statement period. The cumulative dollar value of eligible purchases made will reset at the start of each statement period. ANZ will advise you in writing of any banded earn rates applicable to the account at the time of opening your Card account: or
- (b) a Cap, as advised by ANZ from time to time. If a Cap applies to your account, you will only earn Points in a Card account statement period for every dollar Cardholders spend up to the Cap. Caps will reset at

the start of each statement period. Dollars spent by all Cardholders on their cards are collectively applied against the Cap. ANZ will advise you in writing of any Cap applicable to your Card account at the time of opening Your Card account and at any time where the Cap decreases.

21. There is no limit on the number of Bonus Points You may earn in any statement period.

### When you won't earn points

- 22. You will not earn Points on:
  - (a) Interest charges or bank fees;
  - (b) premiums paid for ANZ Credit Card Insurance (ANZ Credit Card Insurance not available for new customers from March 17<sup>th</sup>, 2018);
  - (c) Government Charges or payments made to the Australian Taxation Office;
  - (d) card account adjustments resulting from disputed transactions or otherwise;
  - (e) balance transfers, cash advances (as defined in the ANZ Credit Cards Conditions of Use) or AFTs; or
  - (f) transactions which are identified to ANZ by the relevant merchant or any intermediary financial institution as falling into one of these categories. ANZ is only able to determine whether a transaction is eligible to earn Points by using information provided by the merchant (including the type of business conducted by the merchant) and the relevant intermediary financial institution (i.e. the financial institution with which the merchant has entered into an agreement, enabling the merchant to accept payment for goods and services by credit card). Accordingly, certain transactions made with certain merchants may be treated as ineligible to earn Points even if such transactions do not fall within the categories as set out this clause.
- 23. Please ensure, by calling 13 22 73, ANZ has your Qantas Frequent Flyer membership number so that Points can be credited to Your Qantas Frequent Flyer account. If ANZ has not been notified of Your Qantas Frequent Flyer membership number within 12 months after the date of opening Your Card account, You will be entitled to claim Points only in relation to transactions made during the 12 months immediately preceding the date You notify ANZ of

Your Qantas Frequent Flyer membership number. Points will not accrue in relation to any earlier transactions. If ANZ or the Account Holder closes the Card account and ANZ does not receive the Account Holder's Qantas Frequent Flyer membership number within 60 days after the date of closure, the Points in the Points Record in respect of the Card as at that date will be cancelled and may not be credited to a Qantas Frequent Flyer program account.

- 24. Pursuant to the ANZ Credit Cards Conditions of Use, ANZ can suspend or cancel any Credit Card on your Credit Card Account in certain circumstances, including if an Event of Default occurs or if we suspect, on reasonable grounds, that you have been operating your Credit Card Account fraudulently. If we cancel or suspend your Credit Card or block your Credit Card Account you will not be able to accrue Points.
- 25. You will earn Bonus Points as a result of You or Your Additional Cardholder using a Card or Your Card account to purchase qualifying goods or services from a Bonus Partner in Australia or in any other locations where specified on anz.com. ANZ will, by agreement with Bonus Partners, determine which goods or services are qualifying goods or services. These will be specified on anz.com or other communication from ANZ.
- Bonus Partners are not responsible for the management, operation or administration of the ANZ Frequent Flyer reward program.
- 27. Points are awarded to Account Holders and not to Additional Cardholders.
- Points may also be earned in relation to promotions and incentives offered by Qantas, ANZ or any other Bonus Partners from time to time.
- 29. ANZ and Qantas may establish additional means of earning and accruing Points. This may include changes to the amount of Points earned per dollar spent for selected Account Holders from time to time.
- 30. When a Cardholder obtains a Refund, an adjustment may be made to the Points Record and/or the Current Spend for that Card account, in accordance with this clause:
  - (a) where no Cap applies to your Card account, your Points Record will be reduced in proportion to the Refund.

- (b) where a Cap applies and it has not been reached at the time of the Refund, your Points Record and Current Spend will be reduced in proportion to the Refund.
- (c) where a Cap applies to your Card account and it has been reached at the time of the refund, you may have Points deducted for the Refund. The amount of Points deducted for the Refund is based on the proportion of the Refund taking you below the Cap.
- (d) in all cases, the number of Points deducted from your Points Record will be calculated by reference to the rate at which you were earning Points at the time the Refund was granted.
- (e) for all Card accounts, any Bonus Points earned on a purchase of qualifying goods or services will be reversed if a Refund is obtained for that purchase.
- 31. You will have no recourse against any Bonus Partner in respect of Points recorded in Your Points Record. There will be no compensation for Points which are cancelled or deemed by ANZ to have expired.
- 32. Points will accrue approximately monthly based on the Card statement period.
- 33. Requests for missing Points must be notified to ANZ within six months after the relevant transaction has appeared on the Account Holder's credit card statement of account. Your request will be investigated by ANZ. ANZ will notify you of the outcome of its investigation and may update your Points Record accordingly. Any adjustment made by ANZ may affect Points that already appear in your Points Notice.

#### **Oantas Bonus Points**

34. You will earn the number of Bonus Points per dollar spent as published on anz.com for every dollar charged to the Card when you use your Card to purchase the following selected Qantas products and services directly from Qantas: Qantas Passenger flights (with a QF flight number), Qantas Frequent Flyer and Qantas Club membership joining and annual fees. Bonus Points are not earned on expenditure relating to Qantas Freight, Qantas Holidays Limited, Qantas Business Travel PTY Limited, Qantas Staff Travel, Jetset Travelworld, the Jetstar Group of Companies or goods and services supplied by Qantas Frequent Flyer program partners unless otherwise notified.

