# **ANZ REWARDS**

REWARDS PROGRAM
TERMS AND CONDITIONS



#### **DEFINITIONS**

**'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.

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

'card' means an ANZ credit card which is 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.

'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 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, these terms and conditions, the rewards database and rewards statements.

**'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 Australia and New Zealand Banking Group Limited.

'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 calling ANZ. Australia and New Zealand Banking Group Limited (ABN 11 005 357 522).

# WHEN DO THESE TERMS AND CONDITIONS APPLY?

1. 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.
- 3. Reward 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 and 9. 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 \$1,000 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.
- 5. 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. At any other time, ANZ will advise you in accordance with clause 27 if 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 if 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.
- 6. 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.

# WHEN YOU WONT EARN REWARD POINTS

- 7. You will not earn Reward 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 17th, 2018);
  - (c) Government Charges or payments made to the Australian Taxation Office;
  - (d) transactions made using the BPAY® scheme or Post Billpay service;
  - (e) card account adjustments resulting from disputed transactions or otherwise;
  - (f) balance transfers, cash advances (as defined in the ANZ Credit Cards Conditions of Use) or AFTs; or
  - (g) 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 Reward 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 Reward Points even if such transactions do not fall within the categories as set out in this clause.
- 8. 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.
- 9. 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

- 10. Reward Points may not be transferred or sold.
- 11. 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

- 12. Reward Points will ordinarily expire within 36 months of 31 December of the year in which the Reward Point was added to a Points Record. Reward Points that remain unused after they have expired will be cancelled.
- 13. 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.
- 14. 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.
- 15. ANZ may cancel Reward Points
  - (a) 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 your Credit Card Account, we may cancel your Reward Points without notice.
  - (b) In the event you die, your Reward Points may be forfeited.

#### **REWARDS STATEMENT**

- 16. You will receive a Rewards Statement at least once per calendar year. You can also register to receive Rewards Statements electronically which may replace a printed statement. ANZ may vary the format of Rewards Statements without notice.
- 17. 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**

- 18. 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.
- 21. Your entitlement to claim rewards is based on the Points Record in relation to your card account. If your Credit Card is suspended or your Credit Card Account is in default, no rewards will be claimable.
- 22. You can redeem your ANZ Reward Points via the ANZ App, ANZ Internet Banking or by calling the ANZ Rewards Centre on 1300 367 763. All rewards are subject to availability and substitutions may be necessary.
- 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. anzrewards.com will outline rewards for which you can use this option. Alternatively, call the Rewards Centre on 1300 367 763 for more information.
- 24. Rewards cannot be taken by pooling of Reward Points by persons with different card accounts.
- 25. 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.
- 26. Unless we advise in writing otherwise, rewards will not be delivered to an address outside Australia.

# CHANGES TO REWARDS AND THESE TERMS AND CONDITIONS

- 27. We may amend these terms and conditions at any time by giving You at least 30 days notice:
  - (i) in writing; or
  - (ii) by public notice. Public notice may include a notice published in a national newspaper or other form of public notice which results in the notice being accessible and reasonably prominent.
- 28. We may at any time and in our discretion without notice 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

- 29. 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; and
  - 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.
- 30. 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**

- 31. 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. ANZ will investigate any enquiries raised. ANZ will advise you of the outcome of any investigation.
- 32. 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.
- 33. 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**

- 34. 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.
- 35. 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.
- 36. You may request further details about the Program by calling the Rewards Centre on 1300 367 763.
- 37. 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.

