

# **ANZ BUSINESS REWARDS PROGRAM TERMS AND CONDITIONS**

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## ELIGIBILITY

1. These terms and conditions apply to Points Earners who are eligible to participate in the Rewards Program.
2. A Points Earner is eligible to participate in the Rewards Program if:
  - (a) the Principal holds an Account; and
  - (b) the Account is activated or first used in accordance with the ANZ Commercial Card (ANZ Business One) Terms and Conditions.

## ESTABLISHMENT AND USE OF POINTS RECORDS

3. The Principal may elect whether the Points Record will be established at:
  - (a) a Consolidated Level, with the Points Record held in the Principal's name; or
  - (b) an Individual Level, with a Points Record held in the name of each Cardholder on the Account.

If the Principal does not make an election, the Points Record will be established at a Consolidated Level.

4. The Principal may change its election under clause 3 only once in any 12 month period, unless otherwise advised in writing by ANZ.
5. If the Points Record is established at a Consolidated Level, the Principal may nominate a Rewards Administrator to manage its Points Record and to exercise any rights or obligations the Principal has under these terms and conditions. By making a nomination under this clause, the Principal authorises ANZ to deal with the Rewards Administrator, including allowing them to redeem Reward Points held on the Principal's Points Record.
6. The Principal may revoke the nomination of a Rewards Administrator by written notice to ANZ. ANZ may take several days to process this request.
7. The Principal is responsible for any redemption of Reward Points or other actions by Rewards Administrators, including ensuring that Rewards Administrators properly use and store passwords and log in details. ANZ accepts no liability for any actions taken on the instruction of a Rewards Administrator.

## EARNING REWARD POINTS

8. Reward Points can only accrue to Points Earners and are used to determine when a Points Earner will become entitled to a Reward.
9. Reward Points are earned at the applicable earn rate for each dollar spent on purchases using your card Account.
10. Reward Points earned on transactions carried out in a currency other than Australian dollars will be calculated on the Australian dollar value of that transaction.
11. If the Points Record is established at a Consolidated Level, Reward Points earned due to spend by Cardholders will accrue to the Principal. If the Points Record is established at an Individual Level, Reward Points earned due to spend by a particular Cardholder will accrue to that Cardholder.
12. The number of Reward Points you could earn per 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 bands applicable to your card(s) at the time of opening your card account. At any other time, ANZ will notify you in accordance with clause 37 where the number of Reward Points you could earn per dollar decreases or the earn bands change in a way that 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. For the current earn rate bands and number of Reward Points you earn per dollar spent go to [anz.com](http://anz.com). Reward Points earned are subject to the exclusions set out in clauses 14 and 17.
13. Some card accounts may have banded Reward Points 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 will reset at the start of each statement period.

14. You will not earn Reward Points on:

- (a) interest charges or bank fees;
- (b) government charges (other than Taxation Payments);
- (c) cash advances (as defined in the ANZ Commercial Card (ANZ Business One) Terms and Conditions);
- (d) AFTs;
- (e) Cash Equivalent Transactions;
- (f) any transactions made using BPAY®;
- (g) Account adjustments resulting from disputed transactions; or
- (h) 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, or the number of Reward Points a transaction may attract, based on information (including the type of business conducted by the merchant) provided 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 under this clause, or as eligible for a higher or lower number of Reward Points per dollar spent, even though such transactions do not fall within the advised categories of transactions. The most common types of merchant outlet where this may occur are newsagencies and merchants that sell lottery tickets or other gambling/gaming products. This may also occur where a merchant otherwise identifies a transaction as a cash advance.

15. Reward Points accrue daily and will be visible on the relevant Points Record(s) up to 5 business days after a transaction has been processed by ANZ.

16. If advised by ANZ, you may earn Bonus Reward Points by using a Card to purchase qualifying goods and services from a Bonus Partner, subject to the limitations in clauses 14 and 17. The number of Bonus Reward Points you may

receive from a Bonus Partner will be specified on [anz.com/businessrewards](https://anz.com/businessrewards)

17. You will not earn Reward Points if a Card or the Account is suspended or if you breach, or any Cardholder breaches these terms and conditions or the ANZ Commercial Card (ANZ Business One) Terms and Conditions.
18. When the Principal obtains a refund, a reimbursement for charges previously incurred (for example for returned merchandise) or a chargeback is made to the Account, this will cause Reward Points to be debited from the Points Record of the relevant Points Earner. The number of Reward Points deducted from the Points Record will be calculated by reference to the rate at which Reward Points were being earned at the time the reimbursement was processed by ANZ.

## **REWARD POINTS ARE NOT PROPERTY**

19. Reward Points may not be transferred or sold.
20. Reward Points are not property, have no monetary value, are not convertible 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**

21. 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.
22. In the event your Card or the Account is cancelled, any Reward Points that remain unused must be used within 90 days of the date of cancellation. Reward Points that remain unused after that period will be cancelled.
23. In the event the Rewards 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.
24. ANZ may cancel Reward Points if:
  - (a) a Card on your Account is cancelled or suspended as a result of an event of default occurring under the ANZ Commercial Card (ANZ Business One) Terms and Conditions;

- (b) ANZ reasonably suspects a Cardholder or the Principal are operating the Account or a Card fraudulently;
- (c) you die or the Principal is, or is likely to be, insolvent; or
- (d) you or the Principal were never eligible for the Rewards Program or the Points were incorrectly allocated to your Points Record.

## REWARDS STATEMENT

- 25. You will receive a Rewards Statement at least once per calendar year. You may receive a Rewards Statement more frequently depending upon any activity on your Points Record or if you have Reward Points due to expire in the current 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.

## REWARDS

- 26. Rewards and the number of Reward Points required to claim a Reward are set out at [anz.com/businessrewards](http://anz.com/businessrewards)
- 27. Special terms and conditions may apply to individual Rewards and they will be advised to you at [anz.com/businessrewards](http://anz.com/businessrewards) or by notice from ANZ.

## CLAIMING REWARDS

- 28. Only Points Earners may claim Rewards.
- 29. Your entitlement to claim Rewards is based on your Points Record. If your Card is suspended or your Account is in default, no Rewards will be claimable.
- 30. 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 immediately on your Points Record and will be reflected in your next Rewards Statement.
- 31. 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 a credit card of your choice to claim a Reward. [anz.com/businessrewards](http://anz.com/businessrewards) will outline Rewards for which you can use this option.



32. The procedure for claiming Rewards is set out in the "Introducing ANZ Business One" or "Introducing ANZ Business Black" booklets.
33. All Rewards are subject to availability and substitutions may be necessary. Special conditions may apply in relation to individual Rewards. Before seeking to claim a Reward, you should review the Rewards on [anz.com/businessrewards](http://anz.com/businessrewards)
34. Once a request for a Reward has been made, it cannot be cancelled or changed for another Reward. Unless we advise otherwise, Rewards cannot be returned for Reward Points to a Points Record, cashed in or exchanged. Rewards cannot be replaced if lost, stolen or otherwise destroyed.
35. Rewards will be sent by mail to the address last notified by the Points Earner to ANZ. Neither ANZ nor any supplier of Rewards will be responsible for any lost or delayed mail. Unless we advise in writing otherwise, Rewards will not be delivered to an address outside Australia.
36. The oldest Reward Points in a Points Record will be deducted first when a Reward is claimed.

## **CHANGES TO REWARDS AND THESE TERMS AND CONDITIONS**

37. 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.
38. We expressly reserve the right to limit the number of multiple Rewards of any one type which you may claim at any time.
39. We may change these terms and conditions at any time. The Principal will be notified of changes to these terms and conditions by giving 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.

## WHAT WE ARE NOT LIABLE FOR

40. Except as provided in any law which cannot lawfully be excluded or modified by agreement we:
- (a) 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;
  - (b) are not responsible for the loss, theft or destruction of Rewards;
  - (c) do not accept any liability with respect to any loss arising from the supply of a Reward;
  - (d) 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.
41. 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.
42. Subject to these Terms and Conditions, Rewards are obtained from suppliers by ANZ on behalf of the Points Earner claiming the Reward. The rights (if any) which the Points Earner may have in connection with a Reward are solely against the supplier of the Reward. The Principal or Points Earner may contact the ANZ Business Rewards Centre to assist in the resolution of any dispute with a supplier of the Reward.

## DISPUTES

43. We will seek to resolve all questions or disputes regarding eligibility for Rewards or Reward Points. 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.
44. 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 Account statements.

45. 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 Commercial Card (ANZ Business One) Terms and Conditions.

## GENERAL

46. If you, the Principal or any Cardholder breaches the ANZ Commercial Card (ANZ Business One) Terms and Conditions or these terms and conditions, ANZ may suspend or exclude you from participating in the Rewards Program.
47. Any tax liability (including, but not limited to, Australian income tax, fringe benefits tax, goods and services tax, payroll tax and stamp duty), other duties, other government charge or reporting requirement in connection with or on any benefit derived by you from the use of an Account or Card by you or receipt of a Reward is the responsibility of you or the Principal. You should seek independent tax advice in relation to your tax obligations.
48. Bonus Partners and Points Partners other than ANZ are not responsible for the management, operation or administration of the Rewards Program.
49. You may request further details about the Rewards Program by calling the Rewards Centre on 1300 361 657.
50. The Australian Securities and Investments Commission have 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 Rewards 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 Rewards Program.

## BONUS PARTNER TERMS AND CONDITIONS

51. Only goods and services purchased in Australia at Bonus Partners are eligible for Bonus Reward Points.
52. Where a Bonus Partner arranges, organises or books a good or service provided by another Bonus Partner, and you only transact with the first Bonus Partner, Bonus Reward Points

will only be earned in respect of your transactions with the first mentioned Bonus Partner.

- 53. Bonus Reward Points are not earned on franchised and external services booked through a hotel and charged to the Account and/or Card.
- 54. Bonus Partners may change, or change the goods or services which are qualifying goods or services or the number of Bonus Reward Points that you will receive as a result of acquiring those goods or services, at any time without notice.

## PROMOTIONAL OFFERS

- 55. You may earn additional Reward Points subject to meeting eligibility criteria for any offers made by ANZ to Points Earners.

## DEFINITIONS FOR ANZ BUSINESS REWARDS PROGRAM TERMS AND CONDITIONS

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

**'ANZ', 'we', 'us' or 'our'** means Australia and New Zealand Banking Group Limited.

**'Account'** means an ANZ Business One credit card account held by the Principal under which one of the following sub-product options has been selected: ANZ Business Rewards Options, ANZ Business Rewards, ANZ Business Black or any other sub-product option as may be notified to the Principal as being eligible to participate in the Rewards Program from time to time.

**'Bonus Partner'** means any person who agrees to provide Bonus Reward Points from time to time.

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

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

**'Card'** means an ANZ Business Rewards Options card, an ANZ Business Rewards card, an ANZ Business Black card or any other card as may be notified to the Principal or you as being a card for the purposes of these terms and conditions.

**‘Cardholder’** means a person to whom a Commercial Card is issued in accordance with the ANZ Commercial Card (ANZ Business One) Terms and Conditions.

**‘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.

**‘Eligible Overseas Purchase’** means a purchase:

- (a) which is in a currency other than Australian dollars; or
- (b) where the merchant or financial institution accepting the Card is located outside of Australia,

but excludes all Taxation Payments and any transaction which is ineligible to earn Reward Points under clause 14.

**‘Points Earner’** means a Cardholder who has been nominated under clause 3 to have a Points Record established in their name, or, if no such Cardholders are nominated, the Principal.

**‘Points Record’** means a record of Reward Points earned in relation to an Account or Card for the purpose of determining when you become entitled to a claim a Reward.

**‘Principal’** means the entity who has been offered ANZ Business One and in whose name the Commercial Card Account is opened.

**‘Rewards Program’** means the ANZ Business Rewards Program.

**‘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 Account or Card.

**‘Rewards Administrator’** means a person who is authorised in writing by an authorised signatory on the Account to manage and transact on a Points Record, including to redeem any Reward Points held in the Principal’s name as instructed by the Principal.

**‘Rewards Centre’** means the ANZ Business Rewards centre maintained by ANZ to administer the Rewards Program.

**‘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 a Points Record, including the number of Reward Points accrued.

**‘Taxation Payments’** means payments made to the Australian Taxation Office or other taxation payments or duties (including overseas taxation payments).

**‘you’** means a Points Earner.



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