

Bendigo Rewards.

Terms & Conditions.

30 May 2018

Bendigo and Adelaide Bank Limited
The Bendigo Centre
Bendigo VIC 3550
Telephone **1300 BENDIGO** (1300 236 344)
ABN 11 068 049 178.
Australian Credit Licence 237879

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Some of the words used in these Terms and Conditions have special meanings. When a word with a special meaning is used, it is printed in italics (*like this*).

These special meanings are set out in clause 24.

1. Introduction

1.1 These Terms and Conditions regulate all aspects of *Bendigo Rewards* and *your* membership in *Bendigo Rewards*.

1.2 It is *your* responsibility to read and understand these Terms and Conditions. If *you* have any difficulty reading or understanding these Terms and Conditions the *Bank* recommends that *you* seek assistance from an interpreter or other adviser to explain these Terms and Conditions to *you*.

1.3 The *Bank* has taken all reasonable care to ensure that the information provided about *Bendigo Rewards* is correct at the time of printing.

2. Bendigo Rewards Membership

2.1 If *you* open a *Credit Card Rewards Account* in *your* name with *you* as the *Account Holder*, subject to clause 2.2 *you* may be eligible to participate in the *Bendigo Rewards* program.

2.2 Only personal *Account Holders* can be members of *Bendigo Rewards*.

3. Acceptance of these Terms and Conditions

If *you* are a new *Rewards Account* holder *your* acceptance of these Terms and Conditions is confirmed when *you* are issued the *Rewards Card*.

4. How Bendigo Rewards works

4.1 Administration

You consent to the *Bank* providing to the *Program Manager* all such personal information about *you* and transaction details relating to *your Credit Card Rewards Account* as may be necessary for the *Program Manager* to allocate *Rewards Points*, organise any *Reward* and generally manage the *Bendigo Rewards*.

You authorise the *Bank*, the *Program Manager* and their respective agents and contractors to:

- (a) seek access to, collect and use that information; and
- (b) disclose that information among themselves, for the above purposes.

You acknowledge and agree that the *Program Manager*, in the course of managing *Bendigo Rewards*, may use, hold or disclose *your* personal information in another country other than Australia, limited to the United States of America and India.

4.2 Earning Reward Points

Each participating *Account Holder* and *Additional Cardholder* is eligible to earn *Reward Points*.

You acknowledge and agree only a maximum of 15 *Additional Cardholders* will be eligible to earn *Reward Points*.

You or any *Additional Cardholder* earn 1.5 *Reward Points* per dollar charged to *your Credit Card Rewards Account* while *you* participate in *Bendigo Rewards*.

You or any *Additional Cardholder* may also be eligible to earn *Bonus Points* from any *Bonus Partners* made available to *you* from time to time. The *Bank* and the *Program Manager* will, use their reasonable endeavours to recover any *Bonus Points* allocated to *you* in the event that these points are not paid by the *Bonus Partner*.

The *Bank* can establish other ways for *you* to earn *Reward Points* from time to time. For example the *Bank* may reward *you* for acquiring financial services from the *Bank*, such as taking out a housing loan or maintaining a housing loan with the *Bank* for a specific qualifying period.

There are no *Reward Points* allocated for cash advances, interest charges, credit fees and charges, disputed transactions, foreign exchange purchases, travellers cheques, credit card payments, gambling chip purchases, payments to the Australian Taxation office, bill payments using BPAY® or utility bills paid over the counter at any financial institution or post Office. A direct debit will be classified as a cash advance if *you* have provided the debiting merchant with *your* BSB and account number.

4.3 Disputed Transactions

If the *Bank* credits *your Credit Card Rewards Account* with a refund from a merchant or *Bonus Partner* the equivalent amount of *Reward Points* earned may be directly deducted from *your Reward Account*.

4.4 Calculation of Reward Points

The *Bank* can change the ways in which *you* earn *Reward Points* at any time and the number of *Reward Points* allocated per transaction. *You* will be notified at least 30 days before the change takes effect.

Reward Points have no cash value.

4.5 Reward Statement

Your Rewards Statement will be issued to *you* in a separate statement to *your Credit Card Rewards Account* statement, either by post or electronically. Up to date points summary information is available through e-banking and on the *Bendigo Rewards* website at www.bendigobank.com.au/rewards To view this information, *you* must register.

You acknowledge and agree that the *Program Manager* may also provide you with a *Bendigo Rewards Update* to inform you of new *Rewards*, special offers and/or any current *Reward* opportunities from time to time either by post or electronically.

4.6 Disputed *Reward Statements* and general dispute resolution procedure

It is *your* responsibility to check the information provided in *your Reward Statement*.

The *Reward Statement* will be conclusive evidence of *Reward Points* allocated to you. If the *Reward Statement* is incorrect you must advise the *Program Manager* in writing within 30 days of the issue date of the *Reward Statement*.

You should give similar notice if you have any other dispute about *Bendigo Rewards* or its effect on you. Your written notice must include a readable copy of the relevant sales receipt, if applicable or other evidence to support *your* dispute.

The *Program Manager* will investigate all disputes and provide you with a response. The response will either disclose the *Program Manager's* findings or indicate whether more time is needed to resolve the matter. If more time is needed the *Program Manager* will respond to you with its findings as soon as practicable.

4.7 How to obtain a *Reward*

Rewards and the number of points required to claim a *Reward* are set out at www.bendigobank.com.au/rewards

When you have accumulated the required number of *Reward Points* specified, you may request the *Program Manager* to provide you with your selected *Reward*.

The *Program Manager* will deduct *Reward Points* from your *Reward Account* to redeem a *Reward*.

Bendigo Rewards does not permit you to:

- swap a *Reward* for cash ; or
- swap a *Reward* for *Reward Points*; or
- take cash instead of a *Reward*.

Bendigo Rewards does permit you to:

- transfer *Reward Points* or *Bonus Points* between *Credit Card Rewards Accounts* providing both *Credit Card Rewards Accounts* are currently participating in *Bendigo Rewards*.

Reward Points earned from 25 May 2018 onwards, are valid for 35 months. You must redeem *Reward Points* within 35 months of the allocation from which they first appear on the *Program Manager's* system

otherwise they are forfeited. You cannot carry them forward to another period. For example, points earned on 15 June 2018 will expire on 1 May 2021. *Reward Points* earned between 1 May 2015 and 24 May 2018 are valid until 31 May 2020. You must redeem these *Reward Points* within this period otherwise they are forfeited. You cannot carry them forward to another period.

5. General Provisions

5.1 Should a selected *Reward* not be available for any reason or circumstance, the selection will be cancelled and you will be notified that your selection is unavailable. You will have the option to substitute your nominated selection provided sufficient *Reward Points* have been allocated to your *Reward Account*.

5.2 You must facilitate the return to the *Program Manager* of any *Reward* limited to cashbacks only made in error to you in the provision of *Bendigo Rewards*.

5.3 Special conditions may apply to *Rewards*.

5.4 The *Bank* and the *Program Manager* accept no responsibility for a refusal by a *Reward Partner* to provide a *Reward*. The *Bank* and the *Program Manager* will, use their reasonable endeavours to source an alternative *Reward* from another *Reward Partner* in the event a *Reward* has been refused.

5.5 You must use any *Reward Gift Card* by the expiry date shown on the *Reward Gift Card*. All *Reward Gift Cards* become invalid immediately after the expiry date elapses.

5.6 In these Terms and Conditions, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) a reference to any gender includes all genders; and
- (c) where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning

6. Closure of card account

If you close the *Credit Card Rewards Account* then the following will apply:

- the *Bank* will instruct the *Program Manager* to terminate your membership of the *Rewards Program*;
- the *Program Manager* will not add any more *Reward Points* or *Bonus Points* to your *Reward Account* balance from the date it receives the *Bank's* instructions; and
- you must redeem your *Reward Points* prior to closing your *Credit Card Rewards Account*.

- if you do not redeem your *Reward Points* before your account is closed you forfeit them.

7. Delinquent card account

If the *Bank* places your *Credit Card Rewards Account* in a *delinquent* status the following will apply:

- the *Bank* will instruct the *Program Manager* to suspend your membership of *Bendigo Rewards*. During the period of suspension you will be unable to obtain any *Rewards*;
- the *Program Manager* will not add any more *Reward Points* or *Bonus Points* to your *Reward Account* balance from the date it receives the *Bank's* instructions; and
- if the *delinquent* status is not lifted, all *Reward Points* and *Bonus Points* are forfeited.

8. Deceased Estates

Membership of *Bendigo Rewards* will be cancelled upon notification of the death of the *Account Holder*. Your estate may apply to redeem your *Reward Points* within 90 days from the date the membership is cancelled.

9. Card account security

If you lose your *Rewards Card* or it is stolen or used without your authority you must notify the *Bank* promptly by telephoning 1800 035 383 and follow any other procedures set out in the Conditions of Use of the *Card*.

If you believe that your *Reward Account* has been compromised you must promptly contact the *Program Manager*.

The *Bank* may instruct the *Program Manager* to stop crediting *Reward Points* and *Bonus Points* to your *Reward Account* balance once the *Bank* is aware of the loss, theft or unauthorised use.

10. Cancellation of Bendigo Rewards

The *Bank* can cancel *Bendigo Rewards* at any time without giving notice, either in its entirety or in relation only to particular classes of *Cards* or *Account Holders*. If the cancellation affects you, the *Program Manager* will inform you of cancellation. Any points not redeemed prior to cancellation will be forfeited.

11. Changes to Bendigo Rewards and these Terms and Conditions

- 11.1 The *Bank* can at any time and in our discretion without notice to you withdraw, limit, modify, cancel or increase the continued availability of any *Reward* or the number of *Reward Points* required to claim a particular *Reward*.
- 11.2 The *Bank* has no liability to you if it changes *Bendigo Rewards* even if the change affects the value of *Reward Points* and *Bonus Points* earned.

11.3 Any *Reward*, *Bonus Partners* and *Bonus Points* can change at any time.

11.4 The *Bank* can at any time and without your consent change any or all aspects of *Bendigo Rewards* and these Terms and Conditions. The *Bank* will notify you of the changes as required by law.

11.5 The *Bank* has taken all reasonable care to ensure that the communications to you under *Bendigo Rewards* are accurate at the time of print.

12. Events of nature

The *Bank* has no liability to you for any disruption to *Bendigo Rewards* or any delay or inability to provide *Rewards Points*, *Bonus Points* or *Reward* caused by circumstances outside the control of the *Bank* such as strikes or industrial action, acts of god, flood, weather, aircraft unavailability or unavailability, war or civil disturbance.

13. Notices and other communications

13.1 The address you give the *Bank* for the purposes of the *Credit Card Rewards Account* is the address to which the *Program Manager* and the *Bank* will send notices, *Rewards*, *Reward Gift Cards* and other communications under *Bendigo Rewards* although they may also be given to you personally or in any other way permitted by law.

13.2 You should address all correspondence regarding *Bendigo Rewards* (excluding change of name and address details which are dealt with in clause 15) to Bendigo Bank Rewards Centre, PO Box 480, Bendigo VIC 3552, or to such other address as is advised to you from time to time.

13.3 Notices and other communications take effect from the time they are received unless a later time is specified in them.

13.4 If notices and other communications are sent by post they are taken to be received on the day they would be received in the ordinary course of post.

14. Change of Address

It is important that you notify the *Bank* promptly of any change in your name and address. The *Bank* is not liable to you for any loss or damage you suffer as a result of any notice, communication, or a *Reward* being sent or delivered to the address you last gave to the *Bank* for the purposes of the *Credit Card Rewards Account*.

15. Change of Email Address

It is important that you notify the *Bank* or *Program Manager* promptly of any change to your email address that you registered with *Bendigo Rewards*. The *Bank* is not liable to you for any loss or damage you suffer as a result of any notice, communication, or a *Reward* being sent or

delivered to the email address *you* last gave to the *Bank* for the purposes of *Bendigo Rewards*.

16. Statutory Rights

Nothing in these Terms and Conditions affects any non-excludable rights *you* may have under legislation including the Competition and Consumer Act 2010.

17. Taxation Implications

It is *your* sole responsibility to determine the taxation impact on *you* for receiving *Reward Points*, *Bonus Points* and *Rewards*. The *Bank* does not accept any responsibility for any tax liability *you* may incur participating in *Bendigo Rewards*.

18. Assignment

- 18.1 Notwithstanding clause 4.7 of these Terms and Conditions *you* cannot assign *your* rights under *Bendigo Rewards*.
- 18.2 The *Bank* can assign its rights against *you* under *Bendigo Rewards* and its rights generally under the *Rewards Program* at any time without *your* consent.

19. Applicable Law

- 19.1 If *you* reside in an Australian state or territory then these Terms and Conditions are subject to the laws of that state or territory. Otherwise, these Terms and Conditions are subject to the laws of the Australian state or territory under which the *Bank* first provide credit to *you* under the *Rewards Card* contract.
- 19.2 *You* submit to the jurisdiction of the courts of the Australian state or territory whose laws apply to these Terms and Conditions and the proper jurisdiction of any other court.

20. Anti-Money Laundering and Counter-Terrorism Financing (AML/CTF)

To comply with requirements of anti-money laundering and counter-terrorism financing laws the *Bank* may:

- require *you* to provide to us, or otherwise obtain, any additional documentation or other information;
- suspend, block or delay transactions on *your Credit Card Rewards Account*, or refuse to provide services to *you*;
- report any, or any proposed, transaction or activity to anybody authorised to accept such reports relating to anti-money laundering and counter-terrorism financing or any other law.

21. Indemnity, Warranties and Representations

- 21.1 Except where prohibited by law, the *Bank* will not be liable for any direct, indirect, special, punitive, exemplary or consequential losses or damages of whatsoever kind arising out of *Your* provision of the

Bendigo Rewards membership details to any third party, including loss of profit or the like whether or not in the contemplation of the parties, whether based on breach of contract, tort, product liability or otherwise.

- 21.2 Other than those implied by law and which cannot be excluded the Reward is provided “as is” and “as available” without warranty of any kind. The *Bank* will use reasonable efforts to make the Reward available at all times, however the quality and availability of the Reward may be affected by factors outside the *Bank’s* reasonable control.
- 21.3 To the maximum extent permitted by law the *Bank* disclaims all express and implied warranties with regard to a *Reward* including accuracy, merchantability and fitness for particular purpose.
- 21.4 The *Bank* is also not liable for any loss:
- (a) to the extent that it is caused by *you* (for example, through *your* negligence or breach of contract);
 - (b) to the extent that it results from *your* failure to reasonably mitigate *your* loss; or
 - (c) caused by events outside our reasonable control (such as an act of God)
- 21.5 You may also have other rights under consumer protection legislation.
- 21.6 The *Bank’s* failure to enforce a term of these terms and conditions does not mean we waive that term.

22. Other Bendigo Bank Rewards Programs

Nothing in these Terms and Conditions prevents *you* from being a member of any other *Rewards Program* available to Bendigo Bank customers, however, *you* cannot transfer points earned in *Bendigo Rewards* to another like or similar *Rewards Program*.

23 Credit Contract

- 23.1 These Terms and Conditions are independent of and separate to the terms and conditions of any credit contract that *you* may have with the *Bank* and, consequently do not form part of that credit contract.
- 23.2 The termination or variation of these Terms and Conditions will not, by itself, have the effect of terminating or varying the terms of any credit contract that *you* may have with the *Bank*.
- 23.3 The termination or variation of any credit contract that *you* may have with the *Bank* will not, by itself, have the effect of terminating or varying these Terms and Conditions except as set out in these Terms and Conditions.

23.4 For the purposes of this clause 23, a credit contract that you have with the *Bank* is the contract between you and the *Bank* which governs the use of your *Reward Card* and/or your *Credit Card Rewards Account*.

24 Meaning of words

"**Account Holder**" means a customer who holds a *Credit Card Rewards Account* of a Platinum Rewards Mastercard.

"**Additional Cardholder**" means a person approved by the *Bank* to whom a *Card* is issued upon your personal request permitting that person access to your *Credit Card Rewards Account*.

"**Bank**" means Bendigo and Adelaide Bank Limited ABN 11 068 049 178 AFSL/Australian Credit Licence 237879 of The Bendigo Centre, Bendigo, VIC 3550 and includes substitutes, successors and permitted assigns.

"**Bendigo Rewards**" means a rewards program for *Account Holders* of a *Credit Card Rewards Account*.

"**Bendigo Rewards Update**" means communications that are produced, and received either electronically or in the mail which relates to *Bendigo Rewards*.

"**Bonus Partner**" means any person who enters into an agreement with the *Program Manager* from time to time to provide *Bonus Points*.

"**Bonus Points**" means points provided by a *Bonus Partner* when you or an *Additional Cardholder* use the *Card* to spend on your *Card Account* from the *Bonus Partner*.

"**Card**" means a credit card issued by the *Bank*, linked to the *Credit Card Rewards Account*.

"**Credit Card Rewards Account**" means the account you have with the *Bank* to which your *Rewards Card* is linked.

"**Delinquent**" means a *Credit Card Rewards Account* that is either 120 days or more in arrears or some other breach of the Terms and Conditions of the *Card* and/or your *Credit Card Rewards Account* has occurred or the *Bank* reasonably believes that the *Card* and/or your *Credit Card Rewards Account* is being used fraudulently or in an unauthorised way.

"**Program Manager**" means Mastercard Loyalty Solutions Australia Pty Ltd. ABN 49 002 693 656 or such other person the *Bank* appoints to manage *Bendigo Rewards* on its behalf from time to time.

"**Reward**" means a reward of any gift, bonus, goods, services or other benefits obtained by you when you redeem *Reward Points* which have been accumulated under *Bendigo Rewards* through use of the *Card* or *Credit Card Rewards Account* or as otherwise agreed.

"**Reward Account**" means an account where all *Reward Points* and *Bonus Points* are held.

"**Reward Partner**" means any person or company who enters into an agreement with the *Program Manager* from time to time to provide a *Reward*.

"**Reward Points**" means points allocated to your *Reward Account* when you or an *Additional Cardholder* use your *Card* to spend on your *Credit Card Rewards Account*.

"**Reward Statement**" means the record of your *Reward Points* earned and redeemed by you and kept by the *Program Manager* under *Bendigo Rewards*.

"**Reward Gift Card**" means a gift card issued to you when you redeem *Reward Points* which you may present to gift card *Reward Partners* to obtain goods and/or services specified in the gift card.

"**Rewards Card**" means a credit card issued to you by the *Bank* on which you are eligible to participate in *Bendigo Rewards* to earn specified *Reward Points*.

"**You or Your**" means an *Account Holder* or person who is a member of *Bendigo Rewards*.

Contact us

| | |
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| In person | At your nearest Bendigo Bank branch |
| On the phone | Call 1300 BENDIGO |
| Online | At bendigobank.com.au |
| By mail | The Bendigo Centre PO Box 480 Bendigo VIC 3552 |

Bendigo and Adelaide Bank Limited, The Bendigo Centre, Bendigo VIC 3550 ABN 11 068 049 178. Australian Credit Licence 237879.

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