

Credit Cards

# Bankwest More Rewards

**Conditions of Use**

1 February 2019

bankwest



## Customer enquiries

Please call **13 17 19** or visit **bankwest.com.au**.

Where to report lost or stolen cards or suspected unauthorised transactions (24 hours):

Within Australia **13 17 19** (cost of a local call)

Outside Australia **+61 8 9449 2840**.

# Contents

1.	Overview of Bankwest More Rewards	1
2.	Definitions	2
3.	When do these Terms and Conditions apply?	5
4.	How do you earn Points?	5
5.	What restrictions apply to your Points?	6
6.	Bankwest More Rewards	7
7.	When you will not earn Points and when we may cancel your Points	12
8.	Disputed statements and general dispute resolution procedure	13
9.	Termination	15
10.	Changes to these Terms and Conditions and Bankwest More Rewards	15
11.	How do we communicate with each other?	16
12.	Your responsibility to pay any costs	17
13.	Limitation on liability	17
14.	What happens to the information we collect about you?	18

# 1. Overview of Bankwest More Rewards

	Classic	Gold	Platinum	World
Points earned per A\$1 of eligible purchases	1.5	1.5	2	2.5
Purchases Points Cap (max. amount of Points you can earn Each Year)	150,000	200,000	400,000	Unlimited
Purchases that earn Points	<p>Points are earned on all purchases made using the Card Account except:</p> <ul style="list-style-type: none"> <li>• cash advances;</li> <li>• Balance Transfers;</li> <li>• interest charges;</li> <li>• credit fees and charges</li> <li>• bank fees and charges;</li> <li>• transactions we decide are disputed due to being fraudulent or which involve an abuse of your Card Account</li> <li>• foreign exchange purchases;</li> <li>• travellers cheques;</li> <li>• BPAY payments; ie bill payments and other payments made through the BPAY Electronic Payments Scheme;</li> <li>• Government charges (other than GST payable in connection with the purchase of goods and services on which you earn Points);</li> <li>• all purchases for gaming or gambling transactions including gambling chip purchases and online gambling purchases;</li> <li>• Credit card protection insurance;</li> <li>• Business Related Expenses; and</li> <li>• any other transactions which from time to time may be excluded by us.</li> </ul>			
More Rewards	<p>The following Rewards may from time to time be offered as part of the Bankwest More Rewards program:</p> <ul style="list-style-type: none"> <li>• travel vouchers;</li> <li>• Rewards vouchers;</li> <li>• merchandise;</li> <li>• cashback into your Bankwest More Rewards credit card account; and</li> <li>• charitable donations*.</li> </ul>			

\* This reward is not currently available. If this reward becomes available, further information will be provided on our website.

Minimum Points/time required to redeem	<p>In order to initially claim a Reward you must:</p> <ul style="list-style-type: none"> <li>• have spent an initial \$1,500 on eligible purchases using your Card; and</li> <li>• have held a Card Account for at least 60 days.</li> </ul> <p>When transferring to a Card Account from another Bankwest credit card, you must have held a Bankwest credit card for at least 60 days.</p>
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The following Annual Bonus Points apply to Account Holders who apply for an eligible Card Account or effect a Card Contract Variation to an eligible Card Account on or after 15 May 2017.

	Classic	Gold	Platinum	World
Minimum spend on Eligible Purchases Each Year	\$24,000	n/a	\$48,000	\$84,000
Annual Bonus Points Each Year	19,500	n/a	75,000	115,000

**You will earn Points on Eligible Purchases which will automatically be credited to your Bankwest More Rewards account.**

*Refer to clause 6 for conditions relating to redemption of points as rewards.*

Our rights to vary these Terms and Conditions as outlined in clause 10 include a right to change how points are earned and credited as described in the above tables.

For more information, go to our website at **bankwest.com.au** or contact the Bankwest Contact Centre on **13 17 19**.

## 2. Definitions

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

**Account Holder** means the person in whose name a Card Account is kept and who is responsible for all transactions on the Card but does not include an Additional Cardholder.

**Additional Cardholder** means a person to whom a Card is issued at your request and who is authorised to transact on the Card Account.

**Balance Transfer** means the crediting of funds to another credit, charge or store Card Account held by you or a third party which is not an account with us.

**Bankwest More Rewards** means the rewards program operated by us under these Terms and Conditions.

**Bonus Partner** means a merchant who agrees to offer you Bonus Points in connection with Bankwest More Rewards as notified by us from time to time.

**Bonus Points** means any extra Points that are earned as part of any special offer or promotion or as a result of you or an Additional Cardholder using your Card Account to purchase goods or services from Bonus Partners.

**Business Related Expenses** means those purchases that are not made for personal, domestic or household purposes.

**Card** means a Classic, Gold, Platinum or World credit card issued by us that we deem eligible to participate in Bankwest More Rewards but excludes all of our business credit cards and any other credit card we exclude from Bankwest More Rewards from time to time.

**Card Account** means a Card account held by you with us.

**Card Contract Variation** means the variation of your Card Account which you request and we agree to, including changes to the type of Card you have, the interest rate, fees and product features.

**Each Year** or **Year** means each successive period of 12 monthly statements.

**Eligible Purchases** means purchases made using a Card Account which are not excluded under Clause 5 of these Terms and Conditions from earning Points or Bonus Points.

**Operator of the Rewards Program** means the entity that we appoint to provide us with services (including Rewards sourcing and fulfilment) in relation to Bankwest More Rewards.

**Points** means the points earned as a result of you or an Additional Cardholder making an Eligible Purchase from merchants accepting your Card, subject to the restrictions in Clause 5.

**Redemption Partner** means us or any other person who agrees to provide a Reward in connection with Bankwest More Rewards.

**Reward** means any goods, services or benefits obtained by you when you redeem Points and Bonus Points through Bankwest More Rewards.

**Rewards Statement** means the record established and issued by us in your name for the purpose of informing you about the Points you have earned, the Points you have redeemed and your Points balance and which may be accessed electronically by you at [www.bankwestmorerewards.com.au](http://www.bankwestmorerewards.com.au).

**Reward Voucher** means any voucher issued to you when you redeem Points through Bankwest More Rewards which you may present to us and/or a Redemption Partner to obtain or pay for the goods and/or services specified in the voucher.

**we, us the Bank or Bankwest** means Bankwest, a division of Commonwealth Bank of Australia ABN 48 123 123 124 AFSL/Australian credit licence 234945 and its successors and assigns.

**website** means the Bankwest More Rewards website located at <http://www.bankwest.com.au> and <http://www.bankwestmorerewards.com.au>.

**Website Terms and Conditions** means the additional terms and conditions located on the website which may be amended by us from time to time.

**you** and **your** mean the Account Holder.

Unless they are defined above, terms which have a defined meaning in the conditions of use brochures which govern the use and operation of our credit cards, will have the same meaning in these Terms and Conditions.

The singular includes the plural and vice versa.

A reference to anything includes the whole and each part of it.

The words '**including**' or '**such as**' when introducing an example does not limit the meaning of the words to which the example relates to or to examples of a similar kind.

### 3. When do these Terms and Conditions apply?

These Terms and Conditions govern all aspects of the Bankwest More Rewards program. The Terms and Conditions are governed by the laws of Western Australia. You agree to submit to the jurisdiction of the courts of Western Australia in any action or legal process concerning Bankwest More Rewards and your rights under Bankwest More Rewards Program.

The Website Terms and Conditions will also govern certain aspects of the Bankwest More Rewards program from time to time. If these apply, you will be notified on our website.

It is your responsibility to read and understand the Terms and Conditions and the Website Terms and Conditions. If you have difficulty reading or understanding these, please contact us for further assistance. Alternatively we can refer you to an interpreter or other adviser.

You accept these Terms and Conditions, as amended from time to time, when you activate your Card Account.

Additional Cardholders accept these Terms and Conditions when we issue an additional Card. If you or any Additional Cardholder:

- › fail to comply with these Terms and Conditions;
- › fail to comply with the conditions of use of your Card;
- › cause any misrepresentation or are fraudulent in the use of your Card; or
- › use your Card in a manner inconsistent with these Terms and Conditions,

We may terminate your rights to participate in or access the Bankwest More Rewards program, to earn Points, or redeem Points.

Your use and the operation of your Card are subject to separate conditions of use which were provided with your Card. If you would like an additional copy of these conditions of use, please contact us on **13 17 19** or visit our website.

### 4. How do you earn Points?

Where your purchase is an Eligible Purchase, we will include any GST as part of the purchase price for the



purpose of calculating your Points. You and the Additional Cardholder can earn Points for Eligible Purchases however these Points are solely for your benefit. Bonus Points may be earned as part of a special offer or promotion.

You may also earn Bonus Points from time to time on certain purchases from Bonus Partners that are charged to your Card Account (relevant purchase). The number of Bonus Points that can be earned in respect of a relevant purchase will be determined by us at our absolute discretion. A list of Bonus Partners and relevant purchases is available on our website.

## 5. What restrictions apply to your Points?

The following are not Eligible Purchases, and you will not earn Points or Bonus Points in respect of them:

- › cash advances;
- › Balance Transfers;
- › interest charges;
- › credit fees and charges;
- › bank fees and charges;
- › transactions we decide are disputed due to being fraudulent or which involve an abuse of your Card Account;
- › foreign exchange purchases;
- › travellers cheques;
- › all purchases for gaming or gambling transactions including gambling chip purchases and online gambling purchases;
- › BPAY payments; ie bill payments and other payments made through the BPAY Electronic Payments Scheme.
- › Government charges (other than GST payable in connection with the purchase of good and services on which you earn Points);
- › credit card protection insurance;
- › Business Related Expenses; and
- › any other transactions which from time to time may be excluded by us.

When you obtain a refund or reimbursement for charges previously incurred on your Card Account (whether paid or not), for example when you return goods, we will reduce your Points by the

corresponding amount of the Points or Bonus Points accrued to your Card Account.

When Points are converted to Rewards, they are redeemed in the order in which they were earned. This means that the oldest Points listed in your Rewards Statement are redeemed first whenever you claim a Reward.

Points and Bonus Points are not property and do not have any monetary value except in respect of the value assigned to them by us.

Points and Bonus Points may not be converted or redeemed for cash, sold, transferred, assigned or otherwise dealt with except in accordance with these Terms and Conditions.

## 6. Bankwest More Rewards

### 6.1 Points

A full list of Rewards and the number of Points required to claim each Reward is available on the website.

If you are a Classic or Gold Card holder, you will earn 1.5 Points for every Australian dollar (AUD\$1.00) of Eligible Purchases.

If you are a Platinum Card holder, you will earn 2 Points for every Australian dollar (AUD\$1.00) of Eligible Purchases.

If you are a World Card holder, you will earn 2.5 Points for every Australian dollar (AUD\$1.00) of Eligible Purchases.

The total Points (including any Bonus Points) that can be earned in Each Year are:

- › 150,000 Points if your Card is a Classic Card;
- › 200,000 Points if your Card is a Gold Card;
- › 400,000 Points if your Card is a Platinum Card; and
- › unlimited Points if your Card is a World Card.

This is known as your Points Cap. Once you reach your Points Cap, you cannot earn any further Points and any Points earned in excess of these amounts will be cancelled.

Any Points not redeemed by you within 36 months after the end of the last working day of the month in which the Points were earned will expire and will be deducted from your Rewards Statement.

## 6.2 Annual Bonus Points

Account Holders who apply for a Classic, Platinum or World Card Account or effect a Card Contract Variation to a Classic, Platinum or World Card Account on or after 15 May 2017 will earn Annual Bonus Points each Year that they meet the minimum spend requirements as follows:

- › 19,500 Points if your Card is a Classic Card and you spend a minimum of \$24,000 on Eligible Purchases in that Year;
- › 75,000 Points if your Card is a Platinum Card and you spend a minimum of \$48,000 on Eligible Purchases in that Year; and
- › 115,000 Points if your Card is a World Card and you spend a minimum of \$84,000 on Eligible Purchases in that Year.

Any Annual Bonus Points earned:

- › will be credited to your Points balance within 60 days of the yearly anniversary of the Card Account opening and each Year thereafter; and
- › will contribute to the Points Cap for the Year in which the Annual Bonus Points are credited.

Gold Cards are not eligible to earn Annual Bonus Points.

## 6.3 What are the Rewards?

Bankwest More Rewards may include the following types of Rewards:

- › travel Rewards Vouchers;
- › Reward Vouchers;
- › merchandise;
- › charitable donations\* (subject to clause 6.7); and
- › cashback into your Bankwest More Rewards credit card account.

## 6.4 Restrictions on claiming a Reward?

You may claim a Reward if at the time of making your claim:

- › the Reward is available for selection on our website;
- › you have the number of Points required to claim the Reward as shown on our website (including any Points required for delivery of the Reward);
- › you have spent an initial \$1500 on eligible purchases using your Card;
- › you have been an Account Holder for at least 60 days (unless you have converted an existing

Bankwest credit card account to a Card Account in which case it must be at least 60 days since your existing credit account was opened);

- › your Card has not been reported lost or stolen;
- › you have paid the minimum amount due on your Card statement by the due date; and
- › you are over 18 years of age.

If your Card Account is closed or access to it is cancelled, you have 30 days within which to redeem your Points, after which, all Points will immediately be cancelled.

Additional Cardholders may not claim Rewards.

### **6.5 How do you claim a Reward?**

You can redeem a Reward using the website or by contacting us on **13 17 19**.

Each claim for a Reward is subject to:

- › the specific conditions upon which the Redemption Partner makes the Rewards available. If there is any inconsistency between the Redemption Partner's conditions and these Terms and Conditions, the Redemption Partner's conditions will prevail;
- › any special conditions that apply to the Reward; and
- › the Website Terms and Conditions and other terms and conditions relating to the Reward including, without limitation, any ticket for airline travel.

For each Reward claimed, an estimated delivery time will be given to you on the website. We will deliver your Reward to the postal address you last notified to us. Where we are unable to deliver your item, you will be notified and provided with the option to change your Reward.

Details of any fees relating to claiming a Reward (including for delivery) and details of any other conditions applicable to the redemption of a Reward will be set out on the website.

### **6.6 Customer Help**

If you have a query about:

- › these Terms and Conditions or the Website Terms and Conditions;
- › a lost or delayed Reward;
- › a Reward which has been received;

- › the website;
- › your Card Account; or
- › your Rewards Statement,

Please call the Bankwest Contact Centre on **13 17 19**.

### **6.7 Lost, damaged or returned Rewards**

You must immediately inform us if a Reward or Reward Voucher does not arrive. Please see the Website Terms and Conditions for more information on:

- › returning or exchanging a Reward; and
- › requesting a refund for goods which are damaged or faulty upon delivery.

Where a Reward is validly returned and a replacement Reward is not supplied, the number of Points used to redeem this Reward will be credited to your Rewards Statement.

### **6.8 Rules for particular types of Rewards**

The following are specific rules relating to certain Rewards. These rules apply in addition to the Website Terms and Conditions.

#### **Travel Rewards**

You may redeem Points for travel in accordance with the terms and conditions of any travel Redemption Partner which joins the More Rewards Program. All bookings made through a travel Redemption Partner are subject to that Redemption Partner's terms and conditions, including, if applicable, cancellation and amendment fees. For further details refer to Redemption Partner terms and conditions available on the Bankwest More Rewards website.

You may also redeem Points for a travel Rewards Voucher. You must use your travel Rewards Voucher before the expiry date named on the Voucher. A travel Rewards Voucher may be exchanged for travel services. These travel services may include flights, tours, car hire, hotel accommodation or a combination of these. Travel services may be offered by any travel provider who is a Redemption Partner. A full list of Redemption Partners is available on our website. You are responsible for organising and booking travel with the travel provider. We take no responsibility for organising or booking travel.

A travel Rewards Voucher may only be used to pay your account at the travel provider. It may not be used for the purchase of goods or services supplied by a third party, even if they are made available through the travel provider, unless the relevant travel provider has specifically authorised such use.

All travel services are subject to the availability of the travel provider. The use of a travel Rewards Voucher is subject to specific conditions which may be made by us from time to time.

### **Reward Vouchers**

You may redeem your Points for a Reward Voucher. You must use your Reward Voucher before the expiry date (if the voucher contains one) from the Redemption Partner named on the Reward Voucher. You cannot redeem Reward Vouchers for cash, cheque, money orders or other payment instruments.

### **Merchandise Rewards**

You may redeem your Points for specified merchandise.

The Bankwest Contact Centre will arrange for these Rewards to be delivered to you.

### **Cashback Rewards**

Cashback Rewards can be made by us and placed into your Bankwest More Rewards credit card account in your name. Cashback is not available for the Points Plus Pay option. Further Terms and Conditions may be made by us from time to time and are available on our website.

### **Points Plus Pay option**

If you have insufficient Points to redeem a Reward, we may provide you with the ability to pay the portion of the Reward not covered by your Points using your Account. This option is provided at our absolute discretion and applicable terms and conditions are available on our website. This is known as the Points Plus Pay option. Using your Card for Points Plus Pay also earns you Points. The Points Plus Pay option is not available for Cashback Rewards.

### **Charitable donations\***

You may redeem your Points for a donation to a participating charity. You should make your own inquiries with your tax advisor as to whether such

redemption gives rise to any tax deductions. Further Terms and Conditions may be made by us from time to time and are available on our website.

\* This reward is currently not available. If this reward becomes available further information will be provided on our website.

## **6.9 How do you keep track of your Points and Rewards entitlements?**

You will receive a Rewards Statement showing the Points that have been credited to your Points balance during that statement period and any Points debited from your Points balance as a result of you redeeming any Rewards during the period covered by the Rewards Statement.

New Points you have earned are added to your Rewards Statement on a monthly basis to reflect the Points earned on purchases as shown on your most recent Card Account.

You can view your Points summary daily through the website. Points can be used to claim Rewards as soon as they have been processed and can be viewed by you through the website.

We may adjust your total Points (backdating the adjustment if necessary) if Points have been incorrectly credited or debited for any reason.

## **6.10 Changes to Bankwest More Rewards**

As Points, Bonus Points, Redemption Partners, Bonus Partners and Rewards can change at any time, you should always check with us that the information in the website is up to date before you claim a Reward. We take care to ensure that the Rewards catalogue and other communications to you are accurate and not misleading at the time of print. However we accept no responsibility for any error or inaccuracy.

## **7. When you will not earn Points and when we may cancel your Points**

You will not earn Points or Bonus Points in respect of an Eligible Purchase (and we may correct your Rewards Statement by deleting or reversing any Points invalidly awarded) if:

- › a monthly payment is more than 30 days overdue;
- › your Card has been reported lost or stolen and a lost or stolen status has been placed on your Card Account;

- › you have reached your Points Cap;
- › we cancel your Card or terminate your Card Account for any reason;
- › we reasonably decide that you or an Additional Cardholder are behaving or has behaved fraudulently;
- › a transaction relates to the conduct of a business, the Card is used to make business-related purchases (including any purchases of a personal business nature) or we reasonably believe the Card is used to purchase goods or services for Business Related Expenses; or
- › you breach the conditions of your Card or these Terms and Conditions.

We will not allocate Points or Bonus Points (and may reverse an allocation of Points or Bonus Points) in respect of any Eligible Purchase which is the subject of cancellation, refund or return. The Rewards Statement may also be adjusted to correct billing errors or disputes. Any reversal of Points or Bonus Points will be reversed at the rate at which they were earned.

You will not earn Points or Bonus Points in respect of an Eligible Purchase or the balance in your Card Account if those points are accrued while your Account is subject to an account hold or similar restriction.

Your Points (including Bonus Points) may be cancelled if:

- › you do not make a transaction or payment on the Card Account for a year;
- › we reasonably suspect that you or an Additional Cardholder is behaving fraudulently; or
- › the Account Holder dies.

If your Card Account is closed or access to it is cancelled, you have 30 days within which to redeem your Points, after which, all Points will immediately be cancelled. Bonus Partners may exit Bankwest More Rewards without prior notification and Bonus Points will not be allocated from the exit date.

## **8. Disputed statements and general dispute resolution procedure**

### **8.1 How will any errors, mistakes and disputes be handled?**

It is your responsibility to check the accuracy of



information in your Rewards Statement and to notify us promptly in writing if you dispute any information in the Rewards Statement.

If you have a dispute or complaint about Bankwest More Rewards, please let us know in writing and include a readable copy of the relevant sales receipt, Card Account statement or other evidence to support your claim. We will notify you of the name and contact number of the officer investigating your dispute. We will contact you if we require further information, and you must supply this information within 10 business days.

**8.1.1** If we are unable to resolve the matter immediately to both your and our satisfaction we will advise you in writing of our procedures for further investigation and handling of your complaint.

**8.1.2** Within 21 days of receiving your complaint, we will advise you in writing of either:

- › the outcome of our investigation; or
- › the fact that we need more time to complete our investigation.

We will complete our investigation within 45 days of receipt of your complaint unless there are exceptional circumstances.

**8.1.3** If we are unable to resolve your complaint within 45 days we will write to you and let you know the reasons for the delay and provide you with monthly updates on the progress of our investigation and its likely resolution date, except where we are waiting for a response from you and you have been advised that we require such a response.

## **8.2 Outcome**

On completion of our investigation, we will advise you in writing of the outcome of our investigation and the reasons for our decision. We will advise you in writing that, if you are not satisfied with our findings, you may request a review.

## **8.3 If you are not satisfied**

If you are not satisfied with our findings, you may request our Customer Care Department to review the matter. Contact them by writing to:

**Manager Customer Care  
GPO Box E237, Perth WA 6841**

or phone to:

**Telephone Freecall: 1800 650 111**

When we advise you of our decision we will also advise you of further action you may take in respect of your complaint if you are not satisfied with our decision. For instance, you may be able to refer the matter (free of charge) to:

**Australian Financial Complaints Authority (AFCA)  
GPO Box 3, Melbourne VIC 3001**

or phone to:

**Telephone: 1800 931 678**

**Website: [www.afca.org.au](http://www.afca.org.au)**

The AFCA dispute resolution process is impartial, independent and free for our customers. You may also be able to refer your complaint to consumer affairs departments or small claims tribunals.

## 9. Termination

We can cancel the Bankwest More Rewards program after providing you with 30 days written notice.

When the Bankwest More Rewards program is terminated by us under this Clause 9, you have 90 days from the date of the cancellation of Bankwest More Rewards to redeem your Points (including Bonus Points). Points and Bonus Points will be forfeited after this period.

## 10. Changes to these Terms and Conditions

We can change any or all aspects of Bankwest More Rewards (including these Terms and Conditions) at any time without your consent.

Changes we may make include a change to:

- › the Rewards available for redemption through Bankwest More Rewards;
- › the way you can earn Points or Bonus Points;
- › the way you can redeem Points through Bankwest More Rewards;
- › the number of Points required to redeem for a Reward through Bankwest More Rewards;
- › the way in which the Points Plus Pay option works
- › the number of Points you can earn for using your Card;
- › those retailers that are Bonus Partners ; or
- › those persons that are Redemption Partners.

We will provide you with at least 30 days' written notice of any material changes to these Terms and Conditions (including any material changes to Bankwest More Rewards).

If you are not satisfied with any change or variation in Bankwest More Rewards or these Terms and Conditions, or for any reason wish to withdraw from your Bankwest More Rewards program, you may close your Card account in accordance with Clause 18 of the Bankwest Credit Card Conditions of Use Account.

Bonus Points Partners also reserve the right to make any changes, at any time and without prior notice, to the goods and services in relation to which the Bonus Points are awarded, and the number of Bonus Points you will receive as a result of purchasing such goods and services.

We may novate some or all of our rights and obligations under these Terms and Conditions to another person at any time. You agree that you consent to such novation when you (or an Additional Cardholder) first use your Card or Card Account after we notify you of the novation.

We have no liability to you for any disruption to Bankwest More Rewards or any delay or inability to provide Points, Bonus Points or Rewards caused by circumstances outside our control, such as strikes or industrial action, Acts of God, floods, weather, aircraft unserviceability or unavailability, or war or civil disturbance.

## 11. How do we communicate with each other?

Notice of any change to these Terms and Conditions will be communicated to you by the website, the Rewards statement or by written notice to the address you have given us for the purposes of your Card Account. You must tell us if you change your address so that Rewards are sent to the correct address.

You should address all correspondence in relation to Bankwest More Rewards to:

**Bankwest More Rewards**  
**GPO Box 8411, Perth WA 6849**

or to such other address as is advised to you from time to time.

## 12. Your responsibility to pay any costs

It is your responsibility to determine the tax impact on you of receiving Points, Bonus Points and Rewards. We do not accept any responsibility for any income tax liability you may incur under Bankwest More Rewards.

We may introduce a membership fee or other fees in connection with Bankwest More Rewards. If we introduce a new fee, we will notify you in advance.

## 13. Limitation on liability

If you are a consumer, as defined by the Competition and Consumer Act 2010 or the Australian Securities and Investments Commission Act 2001, you may be entitled to the benefit of consumer guarantees or implied conditions or warranties. You should not interpret anything in these Terms and Conditions as excluding, restricting or modifying any such consumer guarantees or implied conditions or warranties or.

Subject to these consumer guarantees and implied conditions and warranties, we:

- › make no express or implied warranty or representation in connection with the Rewards (including with respect to type, quality, standard or fitness for any purpose);
- › are not liable for any loss you suffer (including consequential loss) arising in connection with a Reward (including failure to provide a Reward, its loss, theft or destruction); and
- › are not liable for any loss you suffer (including consequential loss) in connection with negligence or our breaching a term, warranty or condition in relation to Bankwest More Rewards.

Where we are liable for a breach of these Terms and Conditions, then our liability will exclude any indirect or consequential loss you may suffer. Except to the extent that we cannot under any applicable law limit our liability, our liability is limited to:

- › where the Reward constitutes goods, the replacement of the goods or supply of equivalent goods, repair of the goods, payment of the cost of replacing the goods or acquiring equivalent goods, or payment of the cost of repairing the goods; or
- › where the Reward constitutes a service, supplying

the service again or payment of the cost of having the service supplied again.

Our failure to enforce a term of these Terms and Conditions does not mean we waive that term.

Nothing in these Terms and Conditions prevents you from being a member of any other reward program.

#### 14. Additional privacy acknowledgment and consent

You authorise us, the Operator of the Rewards Program, and any of our agents, employees, contractors, consultants, affiliates and related bodies corporate to access, collect and use information about you in connection with Bankwest More Rewards including:

- › personal details such as your name, address, date of birth, email address and occupation;
- › transaction or event information resulting in Points being credited or debited;
- › the number of Points credited or debited;
- › the number of Points you earn; and
- › things you tell us about Bankwest More Rewards.

We agree not to use or disclose any of the information referred to above except in connection with:

- › administering Bankwest More Rewards
- › providing services and Rewards relating to Bankwest More Rewards; or
- › planning and research of our services; or
- › promotion and marketing (whether targeted, direct or indirect) of our services and the goods or services of us or any other Bonus Partner or Redemption Partner.

You consent to us disclosing your information to any party to facilitate the above purposes.

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