

Credit Cards

Bankwest Qantas Rewards

Terms and Conditions

1 February 2018

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**.

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1. Overview of Bankwest Qantas Rewards

If you hold a Bankwest Qantas Mastercard (“Classic”), Bankwest Qantas Gold Mastercard, Bankwest Qantas Platinum Mastercard or Bankwest Qantas World Mastercard Credit Card you will earn Qantas Points on Eligible Purchases, which will automatically be credited to your Qantas Frequent Flyer Account once a month once you provide us with your Qantas Frequent Flyer membership number.

	Classic	Gold	Platinum	World
Qantas Points earned per A\$1 of eligible purchases	0.50	0.50	0.50	0.66
Qantas Points Cap (max. amount of Qantas Points you can earn Each Year)	50,000	66,667	200,000	unlimited
Purchases that earn Qantas Points	Qantas Points are earned on all purchases made using the Card Account except: <ul style="list-style-type: none">• 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; i.e bill payments and other payments made through the BPAY Electronic Payments Scheme;• Government charges (other than GST payable in connection with the purchase of goods and services on which you earn Qantas Points);• Credit card protection insurance;• Business Related Expenses; and• any other transactions which from time to time may be excluded by us.			

The provisions of Clause 6 of these Terms and Conditions also apply.

Our rights to vary these Terms and Conditions as outlined in clause 10 include a right to change how Qantas 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 Customer Help 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 Qantas Rewards means the rewards program operated by us which allows you to earn Qantas Points which are directly credited to your Qantas Frequent Flyer Account in accordance with these Terms and Conditions.

Bonus Qantas Points means any extra Qantas Points that are earned as part of any special offer or promotion.

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 the Bankwest Qantas Rewards program, but excludes all of our business credit cards and any other credit card we exclude from Bankwest Qantas Rewards from time to time.

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

Each Year means each successive period of 12 monthly statements.

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

Operator of the Rewards Program means the entity that we appoint to provide us with services in relation to Bankwest Qantas Rewards.

Qantas Points means the points in the Qantas

Frequent Flyer Program 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.

Qantas means Qantas Airways Limited
ABN 16 009 661 901.

Qantas Conditions of Carriage means the Conditions of Carriage which apply to travel on Qantas flights.

Qantas Frequent Flyer Account means the account established by Qantas to record an individual's membership entitlements of the Qantas Frequent Flyer Program.

Qantas Frequent Flyer Program means the loyalty program, operated by Qantas, known as the "Qantas Frequent Flyer Program".

Rewards Statement means the record established by us in your name and printed on your Card statement for the purpose of informing you about the Qantas Points and Bonus Qantas Points you have earned (which are to be credited to your Qantas Frequent Flyer Account in accordance with clause 6).

we, us, our or **Bankwest** means, 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 website located at <http://www.bankwest.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 Qantas 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 Qantas Rewards and your rights under Bankwest Qantas Rewards.

The Website Terms and Conditions will also govern certain aspects of the Bankwest Qantas 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 Bankwest Qantas Rewards, to earn or redeem Qantas Points or Bonus Qantas 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 Qantas Points?

Subject to clause 6, you will earn Qantas Points which will automatically be credited to your Qantas Frequent Flyer Account once a month.

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

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

5. What restrictions apply to your Qantas Points?

The following are not Eligible Purchases, and you will not earn Qantas Points or Bonus Qantas 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; i.e bill payments and other payments made through the BPAY Electronic Payments Scheme;
- › Government charges (other than GST payable in connection with the purchase of goods and services on which you earn Qantas 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 Qantas Points by the corresponding amount of the Qantas Points (or Bonus Qantas Points) accrued to your Card Account.

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

Qantas Points and Bonus Qantas 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 Qantas Rewards

6.1 Overview

You will, subject to this clause 6, earn Qantas Points for Eligible Purchases. The rate of accrual of Qantas Points is set by Bankwest in its absolute discretion and is subject to change from time to time. Any such changes will be notified to you in accordance with clause 10 of these Terms and Conditions.

If you are a Classic, Gold or Platinum Card holder you will earn 0.5 Qantas Point for every Australian dollar (AUD\$1.00) of Eligible Purchases. If you are a World Card holder you will earn 0.66 Qantas Point for every Australian dollar (AUD\$1.00) of Eligible Purchases.

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

- › 50,000 Qantas Points if your Card is a Classic Card;
- › 66,667 Qantas Points if your Card is a Gold Card;
- › 200,000 Qantas Points if your Card is a Platinum Card; and
- › unlimited Qantas Points if your Card is a World Card.

6.2 Crediting of Qantas Points

Subject to this clause, Qantas Points you earn will be credited once a month to the nominated Qantas Frequent Flyer Account. They will normally be available for use within 21 days of being credited.

However, we accept no responsibility for loss or damage if Qantas Points are not credited or available for use within this time.

Qantas Points will not be transferred until:

- › You have spent an initial \$1,500 on Eligible Purchases using your Card; and
- › 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).

In addition, Qantas Points will not be transferred where:

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

Once Qantas Points are credited to your Qantas Frequent Flyer Account they are governed by the terms and conditions of the Qantas Frequent Flyer Program. For queries or complaints regarding the use of your Qantas Points, please contact Qantas in accordance with the details set out in the terms and conditions of the Qantas Frequent Flyer Program.

Qantas Points and the process for redeeming them through the Qantas Frequent Flyer Program are governed by the terms and conditions of the Qantas Frequent Flyer Program. For details visit qantas.com/terms. If you have a query about Qantas Points not being credited to your Qantas Frequent Flyer Account or not appearing on your Rewards statement please contact Bankwest on **13 17 19**.

We are not responsible for the Qantas Frequent Flyer Program in any way.

If Qantas discontinues, or makes any changes to, the Qantas Frequent Flyer Program, we will not be responsible for the impact this may have on Qantas Points earned through Bankwest Qantas Rewards.

You are responsible to pay or reimburse us for any tax liability (including any GST that may be payable), stamp duty or other duty or government charges or airport charges incurred in connection with the receipt or use of Qantas Points.

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

6.3 Membership of Qantas Frequent Flyer Program

To earn Qantas Points you must be a member of the Qantas Frequent Flyer Program and you must provide your Qantas Frequent Flyer membership number and any other membership information requested by us in order for your Qantas Frequent Flyer Account to be credited with Qantas Points earned through Bankwest Qantas Rewards. We will not credit you with Qantas Points earned before you advise us of your Qantas Frequent Flyer program membership number.

Being a Bankwest Qantas Account Holder does not mean you automatically receive membership of the Qantas Frequent Flyer Program.

Membership of the Qantas Frequent Flyer Program is available only to individuals. Membership and the earning and redemption of Qantas Points is subject to

the terms and conditions of the Qantas Frequent Flyer Program. A joining fee may apply.

Any air travel undertaken as a result of participation in the Qantas Frequent Flyer Program is subject to the terms and conditions of the Qantas Frequent Flyer Program and the Qantas Conditions of Carriage as amended from time to time.

Bankwest will not be liable to you or any person in any manner for any claim arising in connection with any air travel undertaken by any Qantas Frequent Flyer Member or in connection with any other goods or services you redeem using Qantas Points or if, for any reason, your Qantas Points are unable to be used.

6.4 Your Qantas Frequent Flyer Account

Your Qantas Frequent Flyer Account must be active in order for us to credit Qantas Points to your Qantas Frequent Flyer Account through Bankwest Qantas Rewards. Qantas Points may only be credited to a Qantas Frequent Flyer membership account in the name of an Account Holder.

If Qantas Points cannot be credited because the Qantas Frequent Flyer membership information you provided to us is not correct or is invalid, the automatic crediting of your Qantas Points will cease until you have provided us with valid Qantas Frequent Flyer membership information. We will accrue your Qantas Points up to 6 months until you provide us with your valid Qantas Frequent Flyer membership information after which, your Qantas Points will be cancelled. Qantas Points cannot be transferred to the Qantas Frequent Flyer Account of any other person.

6.5 How do you keep track of your Qantas Points?

A Rewards Statement showing the Qantas Points earned during your monthly account statement cycle will be provided. We may adjust your total Qantas Points (backdating the adjustment if necessary) if Qantas Points have been incorrectly credited or debited for any reason.

6.6 Customer Help

If you have a query about:

- › these Terms and Conditions;
- › Qantas Points to be credited to your Qantas Frequent Flyer membership account either not

showing up on your Rewards Statement or not being credited to your Qantas Frequent Flyer Account;

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

Please call the Bankwest Customer Help Centre on **13 17 19**.

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

You will not earn Qantas Points or Bonus Qantas Points in respect of an Eligible Purchase (and we may correct your Rewards Statement by deleting or reversing any Qantas 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 Qantas 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 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 Account or these Terms and Conditions.

We will not allocate Qantas Points or Bonus Qantas Points (and may reverse an allocation of Qantas Points or Bonus Qantas 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 Qantas Points or Bonus Qantas Points will be reversed at the rate at which they were earned.

Your Qantas Points (and Bonus Qantas 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 are behaving fraudulently; or

- › the Account Holder dies.

If your Card Account is closed or access to it is cancelled and you have not provided us with your Qantas Frequent Flyer membership number, then you have 30 days from the date of closure or cancellation of access within which to supply your Qantas Frequent Flyer membership number so that the Qantas Points earned can be credited to your Qantas Frequent Flyer Membership Account. If you do not supply your membership number within this time frame, all Qantas Points earned will be cancelled immediately on expiration of the 30 day period without prior notification.

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 Qantas 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 Relations Department to review the matter. Contact them by writing to:

Manager Customer Relations
GPO Box E237, Perth WA 6841

or phone or fax to:

Telephone: Freecall 1800 650 111

Fax: 1300 259 233.

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:

Financial Ombudsman Service (FOS)
GPO Box 3, Melbourne VIC 3001

or phone or fax to:

Telephone: 1300 780 808

Fax: (03) 9613 6399

Website: www.fos.org.au.

The FOS 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 Qantas Rewards program after providing you with 30 days written notice.

When the Bankwest Qantas Rewards program is terminated by us under this Clause 9, Qantas Points earned up until the cancellation of Bankwest Qantas

Rewards will be credited to your Qantas Frequent Flyer Account. If you have not provided us with your Qantas Frequent Flyer membership number, you have 90 days from the date of the cancellation of Bankwest Qantas Rewards to provide us with this number. If you do not supply your membership number within this time frame, all Qantas Points earned will be cancelled immediately on expiration of the 90 day period without prior notification.

10. Changes to these Terms and Conditions and Bankwest Qantas Rewards

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

Changes we may make include a change to:

- › the way you can earn Qantas Points or Bonus Qantas Points;
- › the way Qantas Points are credited to your Qantas Frequent Flyer Account; or
- › the number of Qantas Points you can earn for using your Card Account.

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 Qantas Rewards). You agree that we may give you such notice in writing by publishing the notice on the Bankwest website located at **<http://www.bankwest.com.au>**.

If you are not satisfied with any change or variation in Bankwest Qantas Rewards or these Terms and Conditions, or for any reason wish to withdraw from Bankwest Qantas Rewards program, you may close your Card Account.

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 Qantas Rewards or any delay or inability to provide Qantas Points or Bonus Qantas Points 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 Account. You must tell us if you change your address so that correspondence is sent to the correct address.

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

Bankwest Qantas 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 Qantas Points and Bonus Qantas Points. We do not accept any responsibility for any income tax liability you may incur under Bankwest Qantas 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 conditions, warranties or consumer guarantees.

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 Qantas 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 Bankwest Qantas Rewards Program, Qantas, 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 Qantas Rewards including:

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

Further, you acknowledge and authorise Bankwest, the Operator of the Rewards Program and Qantas to exchange your personal information (including your name, address, email address, date of birth and Qantas Frequent Flyer membership details). You acknowledge that the exchange of this information is

necessary and will be limited to that which is necessary to ensure that Qantas Points can be credited to your Qantas Frequent Flyer Account and that you can be provided with the benefits of the Qantas Frequent Flyer Program (subject to the terms and conditions of the Qantas Frequent Flyer Program).

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

- › administering Bankwest Qantas Rewards; or
- › providing services relating to Bankwest Qantas 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 person.

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

