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## Bankwest More Rewards Program for the Bankwest Rewards Transaction Account

24 August 2019

# Bankwest

## Terms and Conditions

This booklet covers the terms and conditions that apply to the Bankwest Rewards Transaction Account (Terms and Conditions).

### 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 More Rewards Program

If you hold a Bankwest Rewards Transaction Account you will earn Points on Eligible Transactions and balances which will be directly credited to your Bankwest More Rewards account in accordance with these Terms and Conditions.

Points earned on Eligible Transactions	Domestic	International
Eligible ATM Withdrawal	N/A	10
Eligible Purchases	5	10

\*A transaction is taken to be an International transaction where it is processed by Mastercard as a 'cross border' transaction.

Points earned on credit balances	
Rate of accrual	1 point on every whole amount of \$100 making up the daily balance at the end of each day
Time of accrual and crediting	Points accrue daily and whole points are credited monthly. Fractions of a point carry over to the next month.

Example: If on a day the account balance is \$2,456, then this balance includes 24 whole amounts of \$100 (being \$2,400). No points accrue on the \$56 remainder. On that day the points accrued are  $24 \times 1 = 24$ .

### Transactions that earn Points

Points are earned on all purchases and Eligible ATM Withdrawals made using your Card. Points are not earned on:

- cheques;
- BPAY® payments;
- any transaction which incorporates a cash-out transaction at any merchant;
- payments from the Account made without your Card (eg payments to another bank account using the "pay anyone" function);
- a withdrawal of cash at an ATM which is not processed by Mastercard as a 'cross border' transaction;
- interest charges;
- bank fees and charges;
- transactions we decide are disputed due to being fraudulent or which involve an abuse of your Account or any Card;
- foreign exchange purchases;
- travellers cheques;
- all purchases for gaming or gambling transactions including gambling chip purchases and online gambling purchases;
- Government charges (other than GST payable in connection with the purchase of goods or services on which you earn Points);
- Business Related Expenses; and
- any other transactions which from time to time may be excluded by us.

### More Rewards

The following rewards may from time to time be offered as part of the Bankwest More Rewards program:

- travel vouchers;
- rewards vouchers;
- merchandise; and
- charitable donations\*.

\* This reward is currently not available. If this reward becomes available further information will be provided on our website. See clause 6.7

### 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](http://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** means a Bankwest Rewards Transaction Account held by you with us.

**Account Holder** means the person or persons (where jointly held) in whose name an Account is kept.

**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 using your 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 debit Mastercard® or Platinum Debit Mastercard issued by us that we deem eligible to participate in Bankwest More Rewards.

**Eligible ATM Withdrawal** means any withdrawal of cash at an ATM which is processed by Mastercard as a 'cross border' transaction made using a Card which is not excluded under clause 5 of these Terms and Conditions from earning Points or Bonus Points.

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

**Eligible Transaction** means any transaction which is an Eligible Purchase or Eligible ATM Withdrawal.

**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 in the Bankwest More Rewards Program earned as a result of an Eligible Transaction using your Card or earned from balances on your Account, 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 which may be, or have been, obtained by you when you redeem Points and Bonus Points through Bankwest More Rewards.

**Rewards Statement** means the record established by us in your name and printed on your account statement for the purpose of informing you about the Points and Bonus Points you have earned. Your Rewards Statement 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, our** and **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 transaction accounts 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.

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 open your Account.

If you:

- fail to comply with these Terms and Conditions;
- fail to comply with the terms and conditions applying to your Account;
- fail to comply with the conditions of use of your Card;
- cause any misrepresentation or are fraudulent in the use of your Account or Card; or
- use your Account or 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 or redeem Points and Bonus Points.

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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?

### 4.1 Eligible Transactions

You can earn Points for Eligible Transactions 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 Account. The number of Bonus Points that can be earned in respect of such purchases will be determined by us at our absolute discretion. A list of Bonus Partners and relevant purchases is available on our website.

We may also credit you with Bonus Points if you meet certain conditions imposed by us from time to time in our absolute discretion, such as making deposits of or greater than a certain amount into your Account for a certain number of consecutive months.

### 4.2 Balances

Points will be earned on balances held in your Bankwest Rewards Transaction Account. Points on balances will be earned on the daily balance at the rate of accrual stated in the table in clause 1.

## 5. What restrictions apply to your Points?

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

- cheques;
- BPAY® payments;
- any transaction which incorporates a cash-out transaction at any merchant;
- payments from the Account made without your Card (e.g. payments to another bank account using the "pay anyone" function);
- interest charges;
- bank fees and charges;
- transactions we decide are disputed due to being fraudulent or which involve an abuse of your Account;
- foreign exchange purchases;
- a withdrawal of cash at an ATM which is not processed by Mastercard as a 'cross border' transaction;
- travellers cheques;
- all purchases for gaming or gambling transactions including gambling chip purchases and online gambling purchases;
- Government charges (other than GST payable in connection with the purchase of goods or services on which you earn Points);
- 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 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 Account.

When Points and Bonus 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

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 What are the Rewards?

Bankwest More Rewards may include the following types of Rewards:

- travel Rewards Vouchers;
- Reward Vouchers;
- merchandise; and
- charitable donations (subject to clause 6.7);

## 6.3 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);
- your Card has not been reported lost or stolen; and
- you are over 18 years of age.

## 6.4 How do you claim a Reward?

You can redeem a Reward using the website. 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.

## 6.5 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 Account; or
- your Rewards Statement,

please call the Bankwest Customer Help Centre on 13 17 19.

## 6.6 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.

## 6.7 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

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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) by presenting it to 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 Customer Help Centre will arrange for these Rewards to be delivered to you.

### 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 is subject to applicable terms and conditions are available on our website.

This is known as the Points Plus Pay option. Using your Account for Points Plus Pay also earns you Points.

### 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.

## 6.8 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 the preceding statement period. New Points you have earned are added to your Rewards Statement on a monthly basis to reflect the Points earned on purchases and balances.

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 or any reason.

## 6.9 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.

## 6.10 Joint Account Holders

Where an Account has two or more Account Holders and each Account Holder has been nominated by the Account Holders to earn Points when the Account is opened, accrued Points and Bonus Points will be allocated to the Account Holders in equal shares (rounded down to be evenly divisible).

## 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 Transaction (and we may correct your Rewards Statement by deleting or reversing any Points invalidly awarded) if:

- your Card has been reported lost or stolen and a lost or stolen status has been placed on your Card;
- we cancel your Card or terminate your Account for any reason;
- we reasonably decide that you are behaving fraudulently;
- a transaction relates to the conduct of a business, the Card or Account is used to make business-related purchases (including any purchases of a personal business nature) or we reasonably believe the Card or Account is used to purchase goods or services for Business Related Expenses; or
- you breach the conditions of your Account 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 Transaction 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 Transaction or the balance in your Account if those points are accrued while your Account is overdrawn or subject to an account hold or similar restriction.

Your Points and Bonus Points may be cancelled if:

- you do not make a transaction on the Account for a year;
- we reasonably suspect that you are behaving fraudulently; or
- the Account Holder or where jointly held, both Account Holders die.

If you hold a Bankwest Rewards Transaction Account and your Account is closed or access to it is cancelled:

- all Points which would have accrued in the month of closure will be forfeited; and
- 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.

Your Points and Bonus Points cannot be combined with Points and Bonus Points earned on another eligible Account, even if the Account is in your name.

## 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. You must complete a Bankwest Reward Redemption Dispute Form and you should do so promptly. This form can be obtained from any Customer Service Centre, our website or by calling us. 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 Care**

**GPO Box E237**

**Perth WA 6841**

or phone or fax 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**

**GPO Box 3**

**Melbourne VIC 3001**

**Telephone: 1800 931 678**

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

**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 and Bankwest More Rewards

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 Account and Card;
- the retailers that are Bonus Partners; or
- the 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). You agree that we may give you such notice in writing by publishing the notice on the website.

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 Account.

Bonus 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 first use your Card or 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 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

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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, conditions or warranties.

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 Bankwest More 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;
- 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.