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Bankwest Qantas Rewards Program

for the Bankwest Qantas Transaction Account

Terms and Conditions

18 June 2018

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

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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**.

Terms and Conditions

1. Overview of Bankwest Qantas Rewards Program

If you hold a Bankwest Qantas Transaction Account you will accrue Qantas Points on Eligible Transactions and Balances in accordance with these terms and conditions.

Qantas Points accrued per Eligible Transaction	Domestic	International*
Eligible ATM Withdrawal	N/A	5
Eligible Purchase	5	5

*A transaction is taken to be an International transaction where the merchant or ATM is located outside Australia.

Qantas Points accrued on credit balances	
Rate of accrual	0.4 Qantas Points for every whole amount of \$100 making up the daily balance at the end of each day
Time of accrual and crediting	Qantas Points accrue daily and whole Qantas Points are credited on the first business day of the next month. Fractions of a Qantas Points carry over to the next month.

Example: if on a day the account balance is \$3,056, then this balance includes 30 whole amounts of \$100 (being \$3000). No Qantas Points accrue on the \$56 remainder.

On that day, the Qantas Points accrued are $30 \times 0.4 = 12$

Accruing Qantas Points on eligible purchases	Qantas Points are accrued on all eligible purchases made using your Card. Qantas Points are not accrued on:
	<ul style="list-style-type: none"> cheques; BPAY® payments; cash-out transactions at any merchant; payments from the Account made without your Card (eg 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 or any Card; 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 accrue Points); Business Related Expenses; and any other transactions which from time to time may be excluded by us.

Refer to clause 6 for conditions relating to the crediting of Qantas Points to the nominated Qantas Frequent Flyer account.

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

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 means a Bankwest Qantas 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 Qantas Rewards means the program operated by us which allows you to accrue 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 accrued 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 debit Mastercard or Platinum Debit Mastercard issued by us that we deem eligible to participate in Bankwest Qantas Rewards.

Eligible ATM Withdrawal means a 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 accruing Qantas Points or Bonus Qantas Points.

Eligible Purchases means purchases made using a Card which are not excluded under clause 5 of these Terms and Conditions from accruing Qantas Points or Bonus Qantas 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 in relation to Bankwest Qantas Rewards.

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".

Qantas Points means the Qantas Points in the Qantas Frequent Flyer Program accrued as a result of an Eligible Transaction using your Card or accrued from balances on your Account, subject to the restrictions in clause 5.

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 Qantas Points and Bonus Qantas Points you have accrued (which are to be credited to your Qantas Frequent Flyer account in accordance with clause 6).

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 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 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 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

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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 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 Qantas Rewards program to accrue Qantas Points and 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 accrue Qantas Points?

Subject to clause 6, you will accrue Qantas Points which will automatically be credited to your Qantas Frequent Flyer account each month.

4.1 Eligible Transactions

You can accrue Qantas Points for Eligible Transactions however these Qantas Points are solely for the benefit of the Account Holder(s). Bonus Qantas Points may be accrued as part of a special offer or promotion and these will also automatically be credited to your Qantas Frequent Flyer account.

4.2 Balances

Qantas Points will be accrued on balances held in your Account. Qantas Points on balances will be accrued on the daily balance at the rate accrual stated in the table in clause 1.

4.3 Bonus Points promotion running 18 June 2018 to 31 August 2018

The 10,000 bonus Qantas Points Promotion is a stand-alone promotion and is only available to new Bankwest transaction account customers who open a Bankwest Qantas Transaction Account on or before 31 August 2018 and meet all of the following criteria:

Within 2 full calendar months from account opening, you must complete at least 10 Eligible Transactions. Each transaction must be \$2.00 or greater. E.g. if you open an account on 18 June 2018, you must perform 10 Eligible Transactions (with each purchase being at least \$2.00) by the 17th August 2018.

The Bankwest Qantas Transaction Account must remain open during the promotional period and at the time of crediting the Qantas Points. The Bankwest Qantas Transaction Account must be linked to a valid Qantas Frequent Flyer account to receive bonus Qantas Points.

If you have satisfied all of the eligibility criteria, 10,000 bonus Qantas Points will be credited to the Qantas Frequent Flyer account linked to the Bankwest Qantas Transaction Account within 60 days of you meeting the eligibility criteria.

If you do not make 10 Eligible Transactions within the 2 full calendar months from the date your account is opened, you will not meet the eligibility criteria and you will not be entitled to any bonus Qantas Points. If you already hold an existing Bankwest transaction account or if you have closed one in the last 30 days, or if you have previously held a Bankwest Qantas Transaction Account, you are ineligible for this promotion.

This 10,000 bonus Qantas Points promotion is subject to change, promotion ends 31 August 2018.

5. What restrictions apply to your Qantas Points?

The following are not Eligible Transactions and you will not accrue Qantas Points or Bonus Qantas 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 (eg 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 Qantas Points by the corresponding amount of the Qantas Points or Bonus Qantas Points accrued to your 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 these terms and conditions, accrue Qantas Points for Eligible Transactions and on balances. 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.

6.2 Crediting of Qantas Points

Qantas Points which will be credited monthly to the nominated Qantas Frequent Flyer account. Qantas Points will normally be credited within 21 days of the end of the month.

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

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.

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

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 accrued 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 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 accrue 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 accrued through Bankwest Qantas Rewards.

Being a Bankwest Qantas Transaction 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 available at qantas.com.au/terms. 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, if for any reason, your Qantas Points are unable to be used.

6.4 Your Qantas Frequent Flyer Account

You must be a member of the Qantas Frequent Flyer program 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 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 accrued during your 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 or the Website 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 Account; or
- your Rewards Statement,

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

6.7 Joint Account Holders

Where an Account has two Account Holders and each Account Holder has been nominated by the Account Holders to earn Qantas Points, accrued Qantas Points and Bonus Qantas Points will be allocated in equal shares to the Qantas Frequent Flyer accounts (rounded down to be evenly divisible).

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

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

- your Card has been reported lost or stolen and a lost or stolen status has been placed on your Account;
- 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 Qantas Points or Bonus Qantas Points (and may reverse an allocation of Qantas Points or Bonus Qantas 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 Qantas Points or Bonus Qantas Points will be reversed at the rate at which they were accrued.

You will not accrue Qantas Points or Bonus Qantas Points in respect of an Eligible Transaction or the balance in your Account if those Qantas Points are accrued while your Account is overdrawn or subject to an account hold or similar restriction.

Your Qantas Points and Bonus Qantas 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 your 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 accrued can be credited to your Qantas Frequent Flyer account. If you do not supply your membership number within this time frame, all Qantas Points accrued will be cancelled immediately on expiration of the 30 day period without prior notification.

If your Account is closed or access to it is cancelled, all Qantas Points accrued in the month of closure will be forfeited.

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, 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 Relations
GPO Box E237
Perth WA 6841

or phone or fax to:

Telephone: Freecall 1800 650 111
Fax: 1300 2559 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. You agree that we may give you such notice in writing by publishing notice in a national newspaper, or on the Bankwest Qantas Rewards website located at <http://www.bankwest.com.au>.

When the Bankwest Qantas Rewards program is terminated by us under this clause 9, Qantas Points accrued 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 accrued 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 accrue 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 accrue for using your 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 notice in a national newspaper, or on the Bankwest Qantas Rewards 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 your Bankwest Qantas Rewards program, you may close your 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 first use your Card or 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 unavailability 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 tax liability you may incur under Bankwest Qantas Rewards.

We may introduce a membership fee or other fees in connection with 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 accrue;
- things you tell us about Bankwest Qantas Rewards; and
- your Qantas Frequent Flyer membership number.

Further, you acknowledge and authorise Qantas to provide to us and the Operator of the Bankwest Qantas Rewards Program and any of our agents, employees, contractors, consultants, affiliates and related bodies corporate your Qantas Frequent Flyer membership number. 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).

Bankwest and the Operator of the Bankwest Qantas Rewards Program, Qantas, and any of our agents, employees, contractors, consultants, affiliates and related bodies corporate 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.