



Bendigo Rewards

Terms & Conditions

13 March 2012

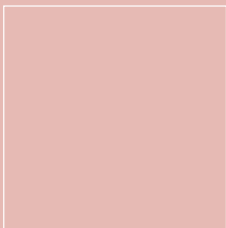
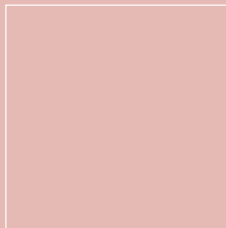
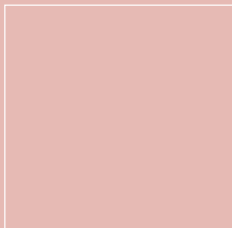
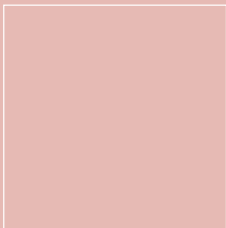


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Some of the words used in the Bendigo Rewards Terms and Conditions have special meanings. When a word with a special meaning is used, it is printed in italics (*like this*). These special meanings are set out in clause 24.

1. Introduction

- 1.1 These Terms and Conditions regulate all aspects of *Bendigo Rewards* and your membership in *Bendigo Rewards*.
- 1.2 It is your responsibility to read and understand these Terms and Conditions. If *you* have any difficulty reading or understanding these Terms and Conditions the *Bank* recommends that *you* seek assistance from an interpreter or other adviser to explain these Terms and Conditions to *you*.
- 1.3 The *Bank* has taken all reasonable care to ensure that the information provided about *Bendigo Rewards* is correct at the time of printing.

2. Bendigo Rewards membership

- 2.1 If *you* select a Bendigo Credit Card Rewards product and when the *Bank* opens an Account in your name with *you* as the *Account Holder*, *you* will be automatically enrolled into the Bendigo Bank Rewards Program.
- 2.2 Only personal *Account Holders* can be members of *Bendigo Rewards*.

3. Acceptance of these Terms and Conditions

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

4. How Bendigo Rewards works

4.1 Administration

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

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

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

4.2 Earning Reward Points

Each participating *Cardholder* is eligible to earn *Reward Points*.

- Bendigo Red Credit Card Accounts and RSPCA Rescue Rewards Card Accounts

You or any additional *Cardholder* earn one *Reward Point* per dollar charged to your *Card Account* while *you* participate in *Bendigo Rewards*.

- Bendigo Gold Credit Card Accounts

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

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

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

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

*Registered to BPAY® Pty Ltd ABN 69 079 137 518

4.3 Disputed Transactions

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

4.4 Calculation of Reward Points

The *Bank* can change the ways that you earn *Reward Points* at any time and the number of *Reward Points* allocated per transaction. Refer to clause 12 "Changes to *Bendigo Rewards* and these Terms and Conditions." You will be notified at least 30 days before the change takes effect.

Reward Points have no cash value.

4.5 Reward Statement

Your points summary will be part of and be issued at the same frequency as your *Credit Card Rewards* account statement. If you do not receive your *Credit Card Rewards* account statement (for example, you did not use your *Credit Card Rewards* account that month) you will not be sent a separate rewards summary.

The *Program Manager* may also send a *Bendigo Rewards Update* or *Brochure* to keep you up to date with new *Rewards*, special offers and/or any current *Reward* opportunities from time to time.

4.6 Disputed Points Summary Statements and general dispute resolution procedure

It is your responsibility to check the information printed in your points summary.

The points summary will be conclusive evidence of

points allocated. If the points summary is incorrect you will have 30 days from the issue date printed on the points summary to prove that the statement is incorrect.

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

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

The decision of the *Program Manager* is final and no further correspondence will be entered into.

4.7 How to obtain a Reward

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

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

You may be able to top up your accumulated *Reward Points* with a payment from your *Credit Card Rewards Account*, as specified, to obtain the specified *Reward*. This is referred to as *Points Plus Pay*.

The *Program Manager* will deduct *Reward Points* from your *Reward Account* and process any authorised *Credit Card Rewards Accounts* payment components required to redeem a *Reward*.

Bendigo Rewards does not permit you to:

- swap a *Reward* for cash;
- swap a *Reward* for *Reward Points*;
- take cash instead of a *Reward*;
- cancel a request for a *Reward*; or
- transfer your *Reward Points* or *Bonus Points* to another *Reward Account* in another *Account Holder's* name.

Bendigo Rewards does permit you to:

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

Rewards Points are valid for 36 months. You must redeem *Reward Points* within 36 months of the allocation from which they first appear on the *Program Manager's* system otherwise they are forfeited. You cannot carry them forward to another period. For example, points earned on 31 December 2010 will expire at 31 December 2013.

5. General Provisions

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

Special conditions may apply to *Rewards*.

The *Bank* and the *Program Manager* accept no responsibility for a refusal by a *Reward Partner* to provide a *Reward*. The *Bank* and the *Program Manager* will, within reason, assist you to obtain a *Reward* from a *Reward Partner* in the event that it has been refused.

You must use any *Reward Voucher* by the expiry date shown on the *Reward Voucher*. All *Reward Vouchers* become invalid immediately after the expiry date elapses.

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

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

Travel Rewards:

- are offered on a restricted basis (details available from the *Program Manager*);
- must be booked at least a minimum 28 days prior to travel departure date;
- can only be used for travel before the expiry date shown on the ticket or *Reward Voucher*; and
- may have other *Reward Partner* conditions which apply.

6. Closure of card account

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

- the *Bank* will instruct the *Program Manager* to terminate your membership of the *Rewards Program*;
- the *Program Manager* will not add any more *Reward Points* or *Bonus Points* to your *Reward Account* balance from the date it receives the *Bank's* instructions; and
- you must redeem your *Reward Points* within 90 days of closing your *Credit Card Rewards Account*.
- if you do not redeem your *Reward Points* before your account is closed you forfeit them.

7. Delinquent card account

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

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

8. Deceased Estates

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

9. Card account security

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

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

10. Notification to terminate participation in Bendigo Rewards

You should contact the *Bank* on **1300 BENDIGO** (1300 236 344) during normal business hours or visit your nearest Bendigo Bank branch to advise of your wish to no longer participate in *Bendigo Rewards*. The *Bank* will notify the *Program Manager* that you no longer wish to participate in *Bendigo Rewards*. You have 90 days from the date you terminate your participation in the *Rewards Program* to redeem your *Rewards Points* and *Bonus Points*. Any points not redeemed prior to advice to terminate will be forfeited.

11. Cancellation of Bendigo Rewards

The *Bank* can cancel *Bendigo Rewards* at any time without giving notice, either in its entirety or in relation only to particular classes of *Cards* or *Card Account Holders*. If the cancellation affects you, the *Program Manager* will inform you of cancellation. You have 90 days from the date of the *Program Manager's* notice to you to redeem your *Rewards Points* and *Bonus Points*. Any points not redeemed prior to cancellation will be forfeited.

12. Changes to Bendigo Rewards and these Terms and Conditions

- 12.1 The *Bank* can change any or all aspects of *Bendigo Rewards* and these Terms and Conditions at any time without your consent. You will be notified of change to terms and conditions within 30 days before that change takes effect. Changes include calculation of *Reward Points*, *Bonus Partners*, *Rewards* and their point value.
- 12.2 The *Bank* has no liability to you if it changes *Bendigo Rewards* even if the change affects the value of *Reward Points* earned.
- 12.3 Any *Bonus Points*, *Bonus Partners* and *Reward* can change at any time. You should check with the *Reward Centre* that the information in the *Bendigo Rewards Update* is up to date before you make arrangements to claim a *Reward*.
- 12.4 The *Bank* has taken all reasonable care to ensure that the communications to you under *Bendigo Rewards* are accurate at the time of print.

13. Events of nature

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

14. Notices and other communications

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

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

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

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

15. Change of Address

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

16. Statutory Rights

Nothing in these Terms and Conditions affects any non-excludable rights you may have under legislation including the Trade Practices Act 1974.

17. Taxation Implications

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

18. Assignment

18.1 You cannot assign your rights under *Bendigo Rewards*.

18.2 The *Bank* can assign its rights against you under *Bendigo Rewards* and its rights generally under the *Rewards Program* at any time without your consent.

19. Applicable Law

19.1 If you reside in an Australian state or territory then this *contract* is subject to the laws of that state or territory. Otherwise, this *contract* is subject to the laws of the Australian state or territory under which we first provide credit under this *contract*.

19.2 You submit to the jurisdiction of the courts of the Australian state or territory whose laws apply to this *contract* and the proper *jurisdiction* of any other court.

20. Money Laundering

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

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

21. Warranties and Representations

The *Bank*:

- a. makes no warranties or representations either express or implied and expressly disclaims any and all liabilities (including consequential damages) with respect to type, quality, standard or fitness or suitability for any purpose of the *Reward*.
- b. expressly disclaims any and all liabilities in respect of negligence and breach of terms implied by law (including statute).
- c. does not accept any liability with respect to death, injury or any consequential loss arising from the supply of a *Reward* or from the loss, theft or destruction of a *Reward*.

In the event that the *Bank* is liable for breach of any term implied by law, the *Bank* limits that liability where they are entitled to do so to:

- a. in the case of earning *Reward Points*, providing the *Reward Points* again; or
- b. in the case of a *Reward*, adding the required number of points to your *Reward Account* to enable you to claim the *Reward*.

In the event that the *Program Manager* is liable for breach of any term implied by law, the *Program Manager* limits that liability where they are entitled to do so to:

- a. replacement or repair of the *Reward* or payment of the cost of replacing or repairing the *Reward*; and
- b. supplying the services again or payment of the cost of having the services supplied again.

You must address warranty claims to the manufacturer or *Reward Partner*.

If a *Reward* is destroyed, lost or stolen it cannot and will not be replaced.

22. Other Bendigo Bank Rewards Programs

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

23. Credit Contract

- 23.1 *Bendigo Rewards* Terms and Conditions are independent of and separate to the Terms and Conditions of any credit contract that you may have with the *Bank* and, consequently do not form part of that credit contract.
- 23.2 The termination or variation of *Bendigo Rewards* Terms and Conditions will not, by itself, have the effect of terminating or varying the terms of any credit contract that you may have with the *Bank*.
- 23.3 The termination or variation of any credit contract that you may have with the *Bank* will not, by itself, have the effect of terminating or varying *Bendigo Rewards* Terms and Conditions except as set out in these Terms and Conditions.
- 23.4 For the purposes of this clause 23, a credit contract that you have with the *Bank* is the contract between you and the *Bank* which governs the use of your *Card* and/or your *Card Account*. where that *Card* is a Credit Card.

24. Meaning of Words

Account Holder means a card customer who holds a *Card Account* of the following card types: Bendigo Red, Bendigo Gold and Bendigo RSPCA Rescue Rewards.

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

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

Bendigo Rewards means the Bendigo Bank Rewards Program which is a reward scheme for holders of eligible *Credit Card Rewards Account*.

Bendigo Rewards Update means the newsletter published under *Bendigo Rewards* which describes current *Bendigo Rewards* among other things.

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

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

Card means a Bendigo Credit Card issued by the *Bank*.

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

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

Points Plus Pay means a method of claiming a nominated *Reward* by which an *Account Holder* utilises a portion of *Rewards Points* as a deposit for a *Reward* and pays the balance as a lump sum payment or instalment payments from the Account Holder's *Credit Card Rewards Account*.

Program Manager means Carlson Marketing Australia Pty Ltd ABN 96 003 848 922 or such other person the *Bank* appoints to manage *Bendigo Rewards* on its behalf from time to time.

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

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

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

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

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

Reward Voucher means a voucher issued to you when you redeem *Reward Points* which you may present to the *Bank* and/or *Reward Partners* to obtain goods and/or services specified in the voucher.

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

You means an account holder or person who is a member of the *Rewards Program*.



Bendigo and Adelaide Bank Limited, The Bendigo Centre,
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