

**ANZ BUSINESS  
REWARDS PROGRAM  
TERMS AND CONDITIONS**

12.11.2016



## ELIGIBILITY

1. These terms and conditions apply to Points Earners who are eligible to participate in the Rewards Program.
2. A Points Earner is eligible to participate in the Rewards Program if:
  - (a) the Principal holds an Account; and
  - (b) the Account is activated or first used in accordance with the ANZ Commercial Card Terms and Conditions.
3. If ANZ incurs a loss on an Account, ANZ may suspend or exclude Points Earners from participating in the Rewards Program.

## ESTABLISHMENT AND USE OF POINTS RECORDS

4. The Principal may elect whether the Points Record will be established at:
  - (a) a Consolidated Level, with the Points Record held in the Principal's name; or
  - (b) an Individual Level, with a Points Record held in the name of each Cardholder on the Account.

If the Principal does not make an election, the Points Record will be established at a Consolidated Level.

5. The Principal may change its election under clause 4 only once in any 12 month period, unless otherwise advised in writing by ANZ.
6. If the Points Record is established at a Consolidated Level, the Principal may nominate a Rewards Administrator to manage its Points Record and to exercise any rights or obligations the Principal has under these terms and conditions. By making a nomination under this clause 6, the Principal authorises ANZ to deal with the Rewards Administrator, including allowing them to redeem Reward Points held on the Principal's Points Record.
7. The Principal may revoke the nomination of a Rewards Administrator by written notice to ANZ. ANZ may take several days to process this request.
8. The Principal is responsible for any redemption of Reward Points or other actions by Rewards Administrators, including ensuring that Rewards Administrators properly use and store passwords and log in details. ANZ accepts

no liability for any actions taken on the instruction of a Rewards Administrator.

## EARNING REWARD POINTS

9. Reward Points can only accrue to Points Earners and are used to determine when a Points Earner will become entitled to a Reward.
10. If the Points Record is established at a Consolidated Level, Reward Points earned due to spend by Cardholders will accrue to the Principal.
11. Points Earners can earn Reward Points on each Australian dollar of eligible transactions made using an Account. Unless otherwise advised by ANZ, the number of Reward Points you can earn per dollar spent on particular eligible transactions are set out below.

Product Option	Eligible Overseas Purchases	Taxation Payments (including overseas Taxation Payments)	Other Eligible Purchases
ANZ Business Rewards Options	Earn 1 Reward Point per \$1 spent	Earn 0.5 Reward Points per \$1 spent	Earn 1 Reward Point per \$1 spent
ANZ Business Rewards	Earn 2 Reward Points per \$1.50 spent	Earn 0.5 Reward Points per \$1 spent	Earn 1 Reward Point per \$1 spent
ANZ Business Black	Earn 3 Reward Points per \$1 spent	Earn 0.5 Reward Points per \$1 spent	Earn 1 Reward Point per \$1 spent

Reward Points earned on transactions carried out in a currency other than Australian dollars will be calculated on the Australian dollar value of that transaction.

12. You will not earn Reward Points on interest charges, government charges (other than Taxation Payments), bank fees, cash advances (as defined in the ANZ Commercial Cards Terms and Conditions), Cash Equivalent Transactions, balance transfers and Account adjustments resulting from disputed transactions.

13. ANZ is only able to determine whether a transaction is eligible to earn Reward Points, or the number of Reward Points a transaction may attract, based on information (including the type of business conducted by the merchant) provided by the merchant and the relevant intermediary financial institution (i.e. the financial institution with which the merchant has entered into an agreement, enabling the merchant to accept payment for goods and services by credit card). Accordingly, certain transactions made with certain merchants may be treated as ineligible to earn Reward Points under clause 12, or as eligible for a higher or lower number of Reward Points per dollar spent, even though such transactions do not fall within the advised categories of transactions. The most common types of merchant outlet where this may occur are newsagencies and merchants that sell lottery tickets or other gambling/gaming products. This may also occur where a merchant otherwise identifies a transaction as a cash advance.
14. Reward Points accrue daily and will be visible on the relevant Points Record(s) up to 5 business days after a transaction has been processed by ANZ.
15. ANZ may increase or decrease the number of Reward Points you can earn per dollar spent (or on a particular eligible transaction type). ANZ will provide you with 30 days' written notice of any such change. You can also call 1300 361 657 for the number of Reward Points you currently earn per dollar spent. Reward Points earned are subject to the exclusions set out in clauses 12 and 17.
16. If advised by ANZ, you may earn Bonus Reward Points by using a Card to purchase qualifying goods and services from a Bonus Partner, subject to the limitations in clauses 12 and 17. The number of Bonus Reward Points you may receive from a Bonus Partner will be specified on [anz.com/businessrewards](http://anz.com/businessrewards)
17. You will not earn Reward Points if a Card or the Account is suspended or if you breach, or any Cardholder breaches these terms and conditions or the ANZ Commercial Cards Terms and Conditions.
18. When the Principal obtains a refund, a reimbursement for charges previously incurred (for example for returned merchandise) or a chargeback is made to the Account, this will cause Reward Points to be debited from the Points Record of the relevant Points Earner. The number of Reward Points deducted from the Points Record will be

calculated by reference to the rate at which Reward Points were being earned at the time the reimbursement was processed by ANZ.

19. ANZ may establish additional means of earning Reward Points or to delete, limit or modify any or all of the means currently recognised to earn Reward Points at its sole discretion. ANZ may exclude specific types of transactions from the accumulation of Reward Points, or allow you to earn different numbers of Reward Points per Australian dollar spent on some types of transactions.

## **REWARD POINTS ARE NOT PROPERTY**

20. Reward Points may not be transferred or sold.
21. Reward Points are not property, have no monetary value, are not convertible and can only be used to claim Rewards. There will be no refunds for Reward Points that are not used to claim a Reward.

## **POINTS EXPIRY**

22. Reward Points must be used to claim a Reward within 36 months of 31 December of the year in which the Reward Points were added to a Points Record. Reward Points that remain unused after that period will be cancelled.
23. In the event your Card or the Account is cancelled, any Reward Points that remain unused must be used within 90 days of the date of cancellation. Reward Points that remain unused after that period will be cancelled.
24. In the event the Rewards Program is terminated, we will notify you of termination and any claim for a Reward must be made within 90 days of the date of termination.
25. We may also cancel Reward Points at our sole discretion if:
  - (a) the Account or Card is suspended, in arrears or default;
  - (b) any Points Earner or the Principal breaches these terms and conditions or the ANZ Commercial Cards Terms and Conditions;
  - (c) ANZ reasonably suspects a Cardholder or the Principal are operating the Account or a Card fraudulently;
  - (d) you die or the Principal is, or is likely to be, insolvent; or
  - (e) you or the Principal were never eligible for the Rewards Program or the Points were incorrectly allocated to your Points Record.

## REWARDS STATEMENT

26. You will receive a Rewards Statement quarterly if there has been activity on your Points Record in the prior quarter or you have Reward Points due to expire in the current quarter. ANZ may vary the frequency and format of the Rewards Statement without notice.
27. If you successfully register to receive rewards eStatements, paper Rewards Statements will not be sent to you for your Account. If you de-register from receiving rewards eStatements, quarterly Rewards Statements will recommence as paper Rewards Statements.

## REWARDS

28. Rewards and the number of Reward Points required to claim a Reward are set out at [anz.com/businessrewards](http://anz.com/businessrewards)
29. Special terms and conditions may apply to individual Rewards and they will be advised to you at [anz.com/businessrewards](http://anz.com/businessrewards) or by notice from ANZ.

## CLAIMING REWARDS

30. Only Points Earners may claim Rewards.
31. Your entitlement to claim Rewards is based on your Points Record. If the Account is in arrears, suspension or default, has an overdue amount, or if the Account or a Card is being used fraudulently or is suspected to be being used fraudulently, no Rewards will be claimable.
32. Reward Points used to claim a Reward will be deducted from your Points Record at the time we receive your request to claim a Reward. The adjustment will be reflected immediately on your Points Record and will be reflected in your next Rewards Statement.
33. You may use the option of 'Points Plus Pay' to redeem selected Rewards. This means that you use Reward Points and also pay a monetary amount by debiting a credit card of your choice to claim a Reward. [anz.com/businessrewards](http://anz.com/businessrewards) will outline Rewards for which you can use this option.
34. The procedure for claiming Rewards is set out in the "Introducing ANZ Business One" or "Introducing ANZ Business Black" booklets.
35. All Rewards are subject to availability and substitutions may be necessary. Special conditions may apply in relation to

individual Rewards. Before seeking to claim a Reward, you should review the Rewards on [anz.com/businessrewards](http://anz.com/businessrewards)

36. Once a request for a Reward has been made, it cannot be cancelled or changed for another Reward. Unless we advise otherwise, Rewards cannot be returned for Reward Points to a Points Record, cashed in or exchanged. Rewards cannot be replaced if lost, stolen or otherwise destroyed.
37. Rewards will be sent by mail to the address last notified by the Points Earner to ANZ. Neither ANZ nor any supplier of Rewards will be responsible for any lost or delayed mail. Unless we advise in writing otherwise, Rewards will not be delivered to an address outside Australia.
38. The oldest Reward Points in a Points Record will be deducted first when a Reward is claimed.

## **CHANGES TO REWARDS AND THESE TERMS AND CONDITIONS**

39. We may at any time and in our discretion without notice withdraw, limit, modify, cancel or increase the continued availability of any Reward or the number of Reward Points required to claim a particular Reward.
40. We expressly reserve the right to limit the number of multiple Rewards of any one type which you may claim at any time.
41. We may change these terms and conditions at any time. The Principal will be notified in writing of changes to these terms and conditions at least 30 days before that change takes effect.

## **WHAT WE ARE NOT LIABLE FOR**

42. Except as provided in any law which cannot lawfully be excluded or modified by agreement we:
  - (a) make no warranties or representations either express or implied, and expressly disclaim any and all liabilities (including for consequential damages) with respect to type, quality, standard or fitness or suitability for any purpose of the Rewards;
  - (b) are not responsible for the loss, theft or destruction of Rewards;
  - (c) do not accept any liability with respect to any loss arising from the supply of a Reward;

- (d) are not liable for any delay or inability to provide any Rewards caused by circumstances beyond our control including strikes, industrial disputes or acts of God.
43. In the event that we are liable for breach of any term implied by law, we limit that liability where we are entitled to so do to:
- replacement or repair of the Reward or payment of the cost of replacing or repairing the Reward; and
  - supplying the services again or payment of the cost of having the services supplied again.
44. Subject to these Terms and Conditions, Rewards are obtained from suppliers by ANZ on behalf of the Points Earner claiming the Reward. The rights (if any) which the Points Earner may have in connection with a Reward are solely against the supplier of the Reward. The Principal or Points Earner may contact the ANZ Business Rewards Centre to assist in the resolution of any dispute with a supplier of the Reward.

## DISPUTES

45. We will seek to resolve all questions or disputes regarding eligibility for Rewards or Reward Points. All enquiries regarding Rewards Statements must be made within 90 days of the date of the statement. Otherwise, any questions or disputes must be brought to our attention within 12 months of the incident first giving rise to the question or dispute.
46. All questions or disputes must be submitted in writing to the Rewards Centre and, where relevant, be accompanied by a legible copy of the relevant sales receipt or Account statements.
47. If you are not satisfied with our response to your question or dispute, you may access our complaints handling procedure, which is set out in the ANZ Commercial Cards Terms and Conditions.

## GENERAL

48. If you, the Principal or any Cardholder breaches the ANZ Commercial Cards Terms and Conditions or these terms and conditions, ANZ may suspend or exclude you from participating in the Rewards Program.
49. Any tax liability (including, but not limited to, Australian income tax, fringe benefits tax, goods and services tax, payroll tax and stamp duty), other duties, other



government charge or reporting requirement in connection with or on any benefit derived by you from the use of an Account or Card by you or receipt of a Reward is the responsibility of you or the Principal. You should seek independent tax advice in relation to your tax obligations.

50. Bonus Partners and Points Partners other than ANZ are not responsible for the management, operation or administration of the Rewards Program.
51. You may request further details about the Rewards Program by calling 1300 361 657.
52. The Australian Securities and Investments Commission have granted us relief from certain provisions of the Corporations Act 2001 relating to managed investments and non-cash payment facilities. The relief granted means that the Rewards Program is not required to be registered as a managed investment scheme or treated as a non-cash payment facility and the licensing, financial services disclosure and product disclosure provisions do not apply to the Rewards Program.

## **BONUS PARTNER TERMS AND CONDITIONS**

53. Only goods and services purchased in Australia at Bonus Partners are eligible for Bonus Reward Points.
54. Where a Bonus Partner arranges, organises or books a good or service provided by another Bonus Partner, and you only transact with the first Bonus Partner, Bonus Reward Points will only be earned in respect of your transactions with the first mentioned Bonus Partner.
55. Bonus Reward Points are not earned on franchised and external services booked through a hotel and charged to the Account and/or Card.
56. Bonus Partners may change, or change the goods or services which are qualifying goods or services or the number of Bonus Reward Points that you will receive as a result of acquiring those goods or services, at any time without notice.

## **PROMOTIONAL OFFERS**

57. You may earn additional Reward Points subject to meeting eligibility criteria for any offers made by ANZ to Points Earners.

## DEFINITIONS FOR ANZ BUSINESS REWARDS PROGRAM TERMS AND CONDITIONS

**'ANZ', 'we', 'us' or 'our'** means ANZ Rewards No 2 Pty Limited and Australia and New Zealand Banking Group Limited.

**'Account'** means an ANZ Business One credit card account held by the Principal under which one of the following sub-product options has been selected: ANZ Business Rewards Options, ANZ Business Rewards, ANZ Business Black or any other sub-product option as may be notified to the Principal as being eligible to participate in the Rewards Program from time to time.

**'Bonus Partner'** means any person who agrees to provide Bonus Reward Points from time to time.

**'Bonus Reward Points'** means the additional Reward Points that are earned for spend on qualifying goods and services at Bonus Partners, in addition to the standard Reward Points earned for eligible spend on the Card in accordance with these terms and conditions.

**'Card'** means an ANZ Business Rewards Options card, an ANZ Business Rewards card, an ANZ Business Black card or any other card as may be notified to the Principal or you as being a card for the purposes of these terms and conditions.

**'Cardholder'** means an individual to whom a Card is issued at request of the Principal and who is authorised to transact on an Account.

**'Cash Equivalent Transaction'** means a foreign exchange transaction, travellers cheque and gambling purchases, and utility bills paid in person at a bank or Australia Post.

**'Eligible Overseas Purchase'** means a purchase:

- (a) which is in a currency other than Australian dollars; or
- (b) where the merchant or financial institution accepting the Card is located outside of Australia,

but excludes all Taxation Payments and any transaction which is ineligible to earn Reward Points under clause 13.

**'Points Earner'** means a Cardholder who has been nominated under clause 4 to have a Points Record established in their name, or, if no such Cardholders are nominated, the Principal.

**'Points Record'** means a record of Rewards Points earned in relation to an Account or Card for the purpose of determining when you become entitled to a claim a Reward.

**'Principal'** means the individual or entity who has been issued, and is liable for transactions on, an Account.

**'Rewards Program'** means the ANZ Business Rewards Program.

**'Reward'** means a reward, gift, bonus, good or service or other benefit obtained by you through the accumulation of Reward Points through use of the Account or Card.

**'Rewards Administrator'** means a person who is authorised in writing by an authorised signatory on the Account to manage and transact on a Points Record, including to redeem any Reward Points held in the Principal's name as instructed by the Principal.

**'Rewards Centre'** means the ANZ Business Rewards centre maintained by ANZ to administer the Rewards Program.

**'Reward Points'** means points added to or subtracted from a Points Record in accordance with these terms and conditions.

**'Rewards Statement'** means the summary of Reward Points in a Points Record, including the number of Reward Points accrued.

**'Taxation Payments'** means payments made to the Australian Taxation Office or other taxation payments or duties (including overseas taxation payments).

**'you'** means a Points Earner.

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