

**BUSINESS**

# Rewarder

**APPLICATION. TERMS AND CONDITIONS**

**Effective from 18 May 2020**



**Queensland  
Country  
Bank**

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## Application for *Rewarder*

Having read and understood these Terms and Conditions I/We wish to apply for *Rewarder* to be attached to my Queensland Country Visa Bank Account.

Member Number

Member Name

Signed

Date

Office use only

*Rewarder* Card Ordered      /      /

# Rewarder Terms and Conditions

## 1. General

- 1.1 The Terms and Conditions comprise these *Rewarder* Terms and Conditions and the Conditions of Use and are issued by Queensland Country Bank Ltd. (**we** or **us**).
- 1.2 The Terms and Conditions contain our offer to you to become a Member of *Rewarder*, which we may withdraw at any time. They govern your membership and the use of your *Rewarder* Loyalty Card.
- 1.3 When you first use your *Rewarder* Loyalty Card or Personal Identification Number (**PIN**) you accept our offer to become a Member of *Rewarder* and agree to comply with the Terms and Conditions.
- 1.4 In the event of any inconsistency between these *Rewarder* Terms and Conditions and the Conditions of Use, these *Rewarder* Terms and Conditions will prevail.
- 1.5 Additional information regarding *Rewarder* can be found on our website, queenslandcountry.bank or the *Rewarder* website.
- 1.6 The Terms and Conditions of Use of your Visa Business Credit Card are set out in the Visa Business Credit Card Conditions of Use.

## 2. Important

- 2.1 Please take the time to read the Terms and Conditions carefully.
- 2.2 The Terms and Conditions permit us to unilaterally vary the Terms and Conditions relating to *Rewarder* (see Clauses 3, 4, and 5.6 and Paragraph 17 of the Conditions of Use) and set out the circumstances in which your Loyalty Points will expire (see Clause 9).
- 2.3 Please call us on **1800 075 078** if you have any questions regarding *Rewarder* or the Terms and Conditions.

## 3. *Rewarder*

- 3.1 *Rewarder* Loyalty Cards are only available to the Visa Business Credit Card Account holder.
- 3.2 We reserve the right to withdraw our offer to you or refuse or cancel membership at any time at our discretion.

- 3.3 We reserve the right at any time at our discretion to:
- (a) make any changes to *Rewarder* or the Terms and Conditions, including the way and the rate at which you can earn or redeem Loyalty Points;
  - (b) suspend or discontinue our participation in *Rewarder*; or
  - (c) discontinue *Rewarder*.
- 3.4 We will give you at least 30 days notice of:
- (a) the discontinuation of *Rewarder*;
  - (b) the suspension or discontinuation of your participation in *Rewarder*; or
  - (c) any material changes to the Terms and Conditions, other than those in relation to fees and charges or the redemption value of any Loyalty Points, but we will not, to the fullest extent permitted by law, be liable to you if we fail to do so.

## 4. Fees and Charges

- 4.1 We will charge you an annual fee (*Rewarder Annual Fee*) for each Membership Year. The fee will be disclosed in our Standard Fees and Charges Brochure.
- 4.2 We will charge the Annual Fee to your Visa Business Credit Card Account when you first join *Rewarder* and every subsequent year on the anniversary date of joining *Rewarder*.
- 4.3 We may change the Annual Fee by giving you at least 30 days notice prior to any such change taking effect.
- 4.4 We may impose other fees and charges in connection with *Rewarder* by giving you at least 30 days notice prior to the introduction of any such fees and charges.

## 5. How you can earn Loyalty points

- 5.1 As a member of *Rewarder*, and subject to Clause 6, you will earn Loyalty Points each time you use your Visa Business Credit Card for Eligible Transactions, whether in Australia or in any other country.
- 5.2 The number of Loyalty Points you will earn is calculated on the basis of one (1) Loyalty Point for each Australian dollar charged to your Visa Business Credit Card Account for Eligible Transactions.

- 5.3 Where an Eligible Transaction is in a foreign currency, the number of Loyalty Points you will earn will be calculated on the basis of one (1) Loyalty Point for each Australian dollar charged to your Visa Business Credit Card Account for that Eligible Transaction.
- 5.4 The maximum number of Loyalty Points you are able to earn during each month is 20,000 Loyalty Points.
- 5.5 From time to time we may determine in our absolute discretion to award additional or bonus Loyalty Points to you, either for specified goods or services or for transactions with specific merchants. Where we do so, we may alter or discontinue such arrangements at our discretion.
- 5.6 We reserve the right to change at any time the number of Loyalty Points that you earn or the way in which you earn Loyalty Points by giving you:
  - (a) at least 30 days notice if we reduce the number of Loyalty Points that you will earn for each Australian dollar charged to your Visa Business Credit Card Account for Eligible Transactions;
  - (b) notice at such time as we determine appropriate in our absolute discretion if we increase the number of Loyalty Points that you will earn for each Australian dollar charged to your Visa Business Credit Card Account for Eligible Transactions; or
  - (c) notice at such time as we determine appropriate in our absolute discretion if we decide to award additional or bonus Loyalty Points to you, either for specified certain goods or services or for transactions with specific merchants.

## **6. When you will not earn loyalty points**

- 6.1 You will not earn Loyalty Points:
  - (a) if your Visa Business Credit Card Account is in arrears for more than 30 days;
  - (b) once the number of Loyalty Points earned by you during a month reaches 20,000 Loyalty Points (until the commencement of the next month);
  - (c) if you have acted fraudulently;
  - (d) where there has been any fraudulent use of your Visa Business Credit Card;
  - (e) if you breach the Terms and Conditions;
  - (f) if your Visa Business Credit Card Account is suspended or terminated for any reason;

- (g) if we cancel or request the return of your *Rewarder* Loyalty Card pursuant to Clause 9 of the Conditions of Use;
- (h) for Eligible Transactions after the expiry date of your *Rewarder* Loyalty Card or Visa Business Credit Card; or
- (i) if you lose your Visa Business Credit Card, until such time as a new card is issued.

## **7. How you can use your loyalty points towards the purchase of goods and services**

- 7.1 Provided sufficient Loyalty Points, you may redeem your Loyalty Points to pay for, or use them as part payment for, goods or services. You may do this by using your *Rewarder* Loyalty Card at any merchants offering EFTPOS facilities in Australia who accept the *Rewarder* Loyalty Card.
- 7.2 Some merchants impose minimum spend requirements for transactions and you should check with each merchant before you attempt to redeem your Loyalty Points to pay for, or use them as part payment for, goods or services with that merchant.
- 7.3 You may not redeem your Loyalty Points for transactions outside Australia.
- 7.4 You may not redeem Loyalty Points that have expired.
- 7.5 Each 150 Loyalty Points redeemed will be at the value of \$1.00.
- 7.6 Loyalty Points may not be redeemed for cash.
- 7.7 You will be responsible for all other payments required in connection with any purchase by you using Loyalty Points, and you will be responsible for any related payments including taxes, charges or stamp duty.
- 7.8 You must not permit any other person to use your *Rewarder* Loyalty Card or your *Rewarder* Loyalty Points.

## **8. When your loyalty points will be deducted**

- 8.1 Loyalty Points will be deducted from the available balance of your Loyalty Points:
  - (a) where you redeem Loyalty Points towards the purchase of goods and services in accordance with Clause 7;
  - (b) where Loyalty Points have been incorrectly credited to you or you are otherwise not entitled to use those Loyalty Points; and

- (c) for Eligible Transactions where you earn Loyalty Points and then you receive a refund for the goods or services purchased.

## 9. When your loyalty points will expire

- 9.1 Each Loyalty Point will expire two years from the date that you earned that Loyalty Point.
- 9.2 If you close, or we terminate your Visa Business Credit Card Account your Loyalty will expire with immediate effect.
- 9.3 If we terminate *Rewarder* or our participation in *Rewarder* your Loyalty Points will expire with immediate effect.
- 9.4 Your Loyalty Points will expire upon your death.
- 9.5 Expired Loyalty Points have no value and cannot be redeemed for goods, services or cash.

## 10. Terminating your *Rewarder* membership and *Rewarder* loyalty card

- 10.1 We may deactivate, suspend or terminate your *Rewarder* Loyalty Card or your membership of *Rewarder* if:
  - (a) *Rewarder* or our participation in *Rewarder* is terminated or suspended;
  - (b) your Visa Business Credit Card Account is in arrears for more than 60 days;
  - (c) you have acted fraudulently;
  - (d) you breach the Terms and Conditions;
  - (e) your Visa Business Credit Card Account is suspended or terminated for any reason; or
  - (f) you attempt to use your *Rewarder* Loyalty Card after the expiry date of your *Rewarder* Loyalty Card or Visa Business Credit Card.

## 11. Tracking your loyalty points

- 11.1 You will be able to track the number of Loyalty Points you earn and redeem by applying for a PIN and checking your balance on the *Rewarder* Website using your client number and PIN.
- 11.2 While we will use our reasonable endeavours to ensure that details of your balance are up to date on the *Rewarder* Website, we will not, to the fullest extent permitted by law, be liable to you if we fail to do so:



- 11.3 For each 6 month period where you have had Visa Business Credit Card Account activity or *Rewarder* Loyalty Card activity you will be issued with a *Rewarder-Loyalty Card Account Statement* detailing:
- (a) the Eligible Transactions for your Visa Business Credit Card Account;
  - (b) the number of Loyalty Points earned;
  - (c) the number of Loyalty Points redeemed; and
  - (d) the number of Loyalty Points expired, during the relevant Statement Period.
- 11.4 We may send you *Rewarder* Loyalty Card account statements in any manner determined by us including:
- (a) e-mail;
  - (b) SMS;
  - (c) posting the statement on a secure page of our website or the *Rewarder* Website; or
  - (d) sending it to the last address known to us.

## 12. Privacy

- 12.1 You consent to and authorise us and our contractors and agents to have access to and collect and use personal information about you and your Loyalty Points and Visa Business Credit Card Account and provide that information to other persons and contractors who provide services to us in relation to *Rewarder*, including Indue Ltd ABN 97 087 822 464.
- 12.2 The information referred to in Clause 12.1 may include:
- (a) personal details about you and
  - (b) transactional information relating to the use of your *Rewarder* Loyalty Card and Visa Business Credit Card.

## 13. Miscellaneous

- 13.1 Loyalty Points are not your property and may not be charged, bequeathed, assigned or transferred.
- 13.2 You may not assign to any person any right or obligation under the Terms and Conditions.
- 13.3 We may assign some or all of our rights and obligations under the Terms and Conditions to any person by providing notice to you in accordance with Clause 16,

- 13.4 Part or all of any provision of the Terms and Conditions that is illegal or unenforceable may be severed and the remaining provisions of the Terms and Conditions will continue in force.
- 13.5 Any waiver by us of any obligation owed by you under the Terms and Conditions is effective only to the extent set out in any written waiver from us.
- 13.6 The Terms and Conditions are governed by the laws of Queensland.

## 14. Disclaimer and Limitation of Liability

- 14.1 This clause does not exclude or limit the application of any provision of any statute (including the Trade Practices Act 1974) where to do so would:
  - (a) contravene that statute; or
  - (b) cause any part of this clause to be void.
- 14.2 We exclude all implied conditions and warranties except any implied condition or warranty the exclusion of which would contravene any statute or cause any part of this clause to be void (**Non-excludable Condition**).
- 14.3 Our liability to you for any Non-excludable Condition is limited to supplying the relevant services again.
- 14.4 We recommend that you obtain independent tax advice to ensure that you understand the possible tax (including fringe benefits tax) implications, if any, related to your membership of *Rewarder*.

## 15. Dispute Resolution

- 15.1 If you have any questions, problems or disputes in connection with *Rewarder* or the services we provide to you in connection with *Rewarder* we would like to hear about them.
- 15.2 You can contact us by:
  - (a) Email - [info@queenslandcountry.bank](mailto:info@queenslandcountry.bank); or
  - (b) Mail - PO Box 679, Aitkenvale QLD 4814
- 15.3 You can contact us by telephone between 8am and 5pm Monday to Friday (excluding public holidays) Eastern Standard Time on **1800 075 078**
- 15.4 We will endeavour to resolve the matter when you first contact us. If we cannot resolve your issue there and then, we will commit to taking the following steps:
  - (a) we will let you know who is handling your - complaint;

- (b) we will keep you informed of what is happening;  
and
  - (c) we will endeavour to resolve your complaint  
within 21 days from when you first contact us.
- 15.5 If you make a complaint in writing or request a written response to your complaint, we will promptly inform you of the outcome of the complaint in writing. If the dispute is not resolved in a manner acceptable to you, we will explain the reasons for the outcome and the further action you can take.
- 15.6 Please note, we comply with the Electronic Funds Transfer Code of Conduct and the Mutual Banking Code of Conduct complaint investigation and resolution procedures in respect of those matters covered by those codes.
- 15.7 Where you are not satisfied with the outcome of your complaint or dispute, you have the right to contact Queensland Country's External Dispute Resolution Scheme. Queensland Country is a member of the following External Dispute Resolution Scheme:  
Credit and Investments Ombudsman Limited (CIO)  
ABN 59 104 961 882  
[www.cio.org.au](http://www.cio.org.au)
- 15.8 For further information on solving problems or disputes, please call us on 1800 075 078 or ask at any Branch for our Dispute Resolution Brochure.

## 16. Notices

- 16.1 We may send you all notices (including any changes) under the Terms and Conditions in any manner determined by us including by:
- (a) sending notices on or with account statements;
  - (b) including notices at Electronic Banking Terminals or in branches;
  - (c) press advertisements in newspapers circulating in your State or Territory;
  - (d) e-mail;
  - (e) SMS;
  - (f) posting the notice on our website or the *Rewarder Website*; or
  - (g) sending you the notice to the last address known to us.

- 16.2 You must notify us in writing as practicable of any change to any of your details including name, address, e-mail or telephone number, and we may request proof of such change from you before we implement the change.

## 17. Definitions

- 17.1 Definitions used in these *Rewarder* Terms and Conditions and not defined in this Clause will have the meaning given to them in the Conditions of Use.
- 17.2 **Credit Card** means a Visa Business Credit Card issued by Queensland Country Bank Ltd.
- 17.3 **Visa Business Credit Card Account** means your account with us for your Visa Business Credit Card.
- 17.4 **Conditions of Use** means the conditions of use issued by us governing the use of your *Rewarder* Loyalty Card.
- 17.5 **Eligible Transactions** means the purchase of goods or services from merchants accepting your Credit Card, including GST payable or those goods or services by you, excluding any government fees or charges, interest payable on your Visa Business Credit Card Account.
- 17.6 **Loyalty Points** means the points earned by you from using your Visa Business Credit Card for Eligible Transactions in accordance with Clause 5.
- 17.7 **PIN** means your personal identification number.
- 17.8 **Rewarder** means the *Rewarder* loyalty programme administered by Indue Ltd ABN 97 087 822 464.
- 17.9 **Rewarder Loyalty Card** means the card branded '*Rewarder*' which is issued by us to you to facilitate the redemption of Loyalty Points by you at merchants.
- 17.10 **Rewarder Website** means the website at <http://www.Rewarderpoints.com.au> or such other html address as may be notified by us to you.
- 17.12 **Statement Period** means each three month period ending 31 March, 30 June, 30 September and 31 December of each year.
- 7.12 **Terms and Conditions** means these *Rewarder* Terms and Conditions and include the Conditions of Use, as amended from time to time.

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# How to contact us

If you have any questions or need more information, please contact us:

**Branch** Visit our website for a listing of all our branches

**Post** PO Box 679, Aitkenvale QLD 4814

**Phone** 1800 075 078

**Website** [queenslandcountry.bank](http://queenslandcountry.bank)

**Email** [info@queenslandcountry.bank](mailto:info@queenslandcountry.bank)



Queensland Country Bank

## Read with

Fees & Charges Brochure