

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 / /

Part A

1. General

- 1.1 These Terms and Conditions govern:
 - your membership of *Rewarder*; and
 - the use of your *Rewarder* Loyalty Card.
- 1.2 These Terms and Conditions contain Queensland Country's offer to you to become a member of *Rewarder*. Queensland Country has the right to accept or reject any application for you to become a member of *Rewarder*.
- 1.3 Either:
 - the activation of your *Rewarder* Loyalty Card (if required by Queensland Country); or
 - the first time that you use your *Rewarder* Loyalty Card, will be taken to signify your understanding and acceptance of these Terms and Conditions.
- 1.4 Additional information regarding *Rewarder* can be found by visiting Queensland Country's website or the *Rewarder* website at www.rewarderpoints.com.au.
- 1.5 The terms and conditions of use of your Credit Card are set out in your Credit Contract.
- 1.6 If you do not agree with of these Terms and Conditions, do not activate your *Rewarder* Loyalty Card (if activation is required by Queensland Country) or use it. Instead, return your *Rewarder* Loyalty Card to Queensland Country (cut diagonally for your protection).

2. Important

- 2.1 Please take the time to read these Terms and Conditions carefully. If these Terms and Conditions are not clear to you, contact Queensland Country BEFORE activating your *Rewarder* Loyalty Card (if required by Queensland Country) or using your *Rewarder* Loyalty Card. Alternatively seek independent advice from your accountant or lawyer.
- 2.2 Queensland Country recommends 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*.

- 2.3 The Terms and Conditions permit Queensland Country to unilaterally vary the terms and conditions set out in this document (refer to section 12). If you wish to cancel your *Rewarder* membership and your *Rewarder* Loyalty Card as a result of any change or variation to these Terms and Conditions, please refer to section 12 of these Terms and Conditions.
- 2.4 Please read sections 9, 10 and 11 carefully. It sets out the circumstances in which your Loyalty Points will expire or be cancelled.
- 2.5 If you fail to properly safeguard your *Rewarder* Loyalty Card and PIN you may lose all or some of your Loyalty Points from unauthorised use (refer to section 22 for a list of circumstances where you may be held liable for unauthorised use).
- 2.6 Information on any current fees or charges that apply in relation to your membership of *Rewarder* or the use of your *Rewarder* Loyalty Card can be obtained by contacting Queensland Country.
- 2.7 Words that are capitalised are defined in section 31 below.

3. *Rewarder*

Membership of *Rewarder* is only open to individuals and accordingly, only individuals will be entitled to receive a *Rewarder* Loyalty Card. Membership of *Rewarder* is not available to families, companies, partnerships, trusts, government agencies or other entities.

4. Fees and charges – *Rewarder* membership

- 4.1 Queensland Country will charge you an annual fee of \$58 (Annual Fee) for each Membership Year.
- 4.2 Queensland Country will debit this Annual Fee from your Credit Card Account balance (which will increase the balance owing to Queensland Country on your Credit Card Account) at the time [you activate your *Rewarder* Loyalty Card or first use your *Rewarder* Loyalty Card to conduct a transaction] (referred to as your Membership Commencement Date). Whilst you continue to be a member of *Rewarder*, this Annual Fee will then be charged to your Credit Card Account balance on each subsequent annual anniversary of your Membership Commencement Date.

- 4.3 Queensland Country may change the amount of the Annual Fee by giving you notice in accordance with section 12.
- 4.4 Queensland Country may:
- impose other fees and charges in connection with your participation as a member of *Rewarder*; and
 - vary those fees and charges, by giving you notice in accordance with section 12.
- 4.5 Fees and charges may apply in relation to your use of your *Rewarder* Loyalty Card (refer to section 26 for further details).

5. How you can earn Loyalty Points

- 5.1 As a member of *Rewarder*, and subject to section 6 below, you will earn Loyalty Points each time you use the 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 that is charged to your Credit Card Account for that Eligible Transaction.
- 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 Credit Card Account for that Eligible Transaction.
- 5.4 The maximum number of Loyalty Points you are able to earn during each Membership month is 10,000 Loyalty Points (referred to as the Monthly Loyalty Points Cap).
- 5.5 From time to time Queensland Country may determine in its absolute discretion to award additional or bonus Loyalty Points to you, either for specified goods or services or for transactions with specific merchants (referred to as a Special Promotion). Where Queensland Country does so, Queensland Country will make the Special Promotion available on such terms and conditions as Queensland Country determines, including the period of time the Special Promotion is available.

6. When you will not earn Loyalty Points

You will not earn Loyalty Points:

- if your Credit Card Account is in arrears for more than 30 days;
- once the number of Loyalty Points earned by you during a Membership Year reaches the Annual Loyalty Points Cap (until the commencement of the next Membership Year);
- if Queensland Country undertakes an assessment and it is determined that you have acted fraudulently in relation to your application for a Credit Card or *Rewarder* Loyalty Card or your use of your Credit Card or *Rewarder* Loyalty Card;
- in respect of transactions that are assessed by Queensland Country as being fraudulent or unauthorised;
- for business expenditure or goods and services acquired other than for personal use;
- if you are in default under these Terms and Conditions and have been provided with notice by Queensland Country of this default (refer to section 10);
- from the date that your Credit Card Account is suspended or terminated in accordance with the terms and conditions set out in your Credit Contract;
- if Queensland Country cancels or requests the return of your *Rewarder* Loyalty Card pursuant to section 10 of these Terms and Conditions;
- for Eligible Transactions that arise after the expiry date of your *Rewarder* Loyalty Card or Credit Card;
or
- if you lose your Credit Card, until such time as a new Credit Card is issued to you by Queensland Country.

7. How you can use your Loyalty Points towards the purchase of goods and services

- 7.1 Provided you have 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. For further details on how you may use your *Rewarder* Loyalty Card, refer to Part B of these Terms and Conditions.
- 7.2 You may not redeem your Loyalty Points:
- (a) for transactions outside Australia; or
 - (b) after they have expired (refer to section 9).
- 7.3 Each 150 Loyalty Points redeemed will be at the value of \$1.
- 7.4 Loyalty Points may not be redeemed for cash
- 7.5 You must not permit any other person to use your *Rewarder* Loyalty Card or redeem your Loyalty Points. An additional cardholder that is attached to your Credit Card Account will not receive a *Rewarder* Loyalty Card.

8. When your Loyalty Points will be deducted

Loyalty Points will be deducted from the available balance of your Loyalty Points (which will reduce the number of your Loyalty Points):

- where you redeem your Loyalty Points towards the purchase of goods and services;
- where Loyalty Points have been incorrectly credited (added) to your *Rewarder* Loyalty Card account or you are otherwise not entitled to use those Loyalty Points; and
- 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 you earn will expire 2 years from the date that you earned that Loyalty Point. Expired Loyalty Points have no value and cannot be redeemed for goods, services or cash.

9.2 To track the number of your Loyalty Points that are due to expire, Queensland Country recommends that you regularly check your *Rewarder* Loyalty Card account details by visiting the *Rewarder* website at www.rewarderpoints.com.au.

10. Terminating your *Rewarder* membership and *Rewarder* Loyalty Card

10.1 Queensland Country may cancel your *Rewarder* Loyalty Card and your membership of *Rewarder* and demand the return of the *Rewarder* Loyalty Card issued to you at any time:

- for security reasons where your *Rewarder* Loyalty Card has been or is reasonably suspected by Queensland Country to have been compromised and such compromise has been caused directly by you or any other third party as a result of your conduct;
- if you breach these Terms and Conditions or your Credit Contract and you fail to remedy that default within 14 days after receiving a written notice from Queensland Country requesting you to remedy the default;
- if your Credit Card Account is in arrears for more than 60 days;
- if you close your Credit Card Account;
- if you cease to be a member of Queensland Country; or
- if you alter the authorities governing the use of your Credit Card Account (unless Queensland Country agrees otherwise).

Queensland Country may also capture the *Rewarder* Loyalty Card at any Electronic Banking Terminal. In these circumstances, Queensland Country will notify you that your *Rewarder* Loyalty Card and your membership of *Rewarder* has been cancelled.

10.2 You may cancel your *Rewarder* Loyalty Card and your membership of *Rewarder* at any time by giving Queensland Country notice. In these circumstances you must either return your *Rewarder* Loyalty Card to Queensland Country (cut diagonally for your protection) or confirm by telephone that your *Rewarder* Loyalty Card has been destroyed and that you have disposed of the pieces securely. You must then write to Queensland Country to confirm cancellation of your *Rewarder* Loyalty

Card. Once you have provided Queensland Country with notice of cancellation, Queensland Country will cancel your *Rewarder* Loyalty Card and your membership of *Rewarder*. In these circumstances, any Loyalty Points that you have accrued will expire. Queensland Country strongly recommends that prior to cancellation that you redeem and use your Loyalty Points to avoid unintended loss of accrued Loyalty Points.

10.3 Queensland Country may restrict the ability for you to access any available Loyalty Points and prevent you from using your *Rewarder* Loyalty Card in circumstances where:

- you are in default in accordance with these Terms and Conditions; and
- Queensland Country has notified you of this default and advised you that it will restrict access to your Loyalty Points through use of your *Rewarder* Loyalty Card if you do not rectify the relevant default in accordance with the timeframes set out in the notice Queensland Country provided to you.

Queensland Country, where possible, will provide you with at least seven (7) days notice of its intention to restrict the ability for you to access any available Loyalty Points by using your *Rewarder* Loyalty Card.

10.4 Your membership of *Rewarder* and your *Rewarder* Loyalty Card will be cancelled upon your death and any accrued Loyalty Points will automatically expire.

11. Conditions after cancellation or expiry of your *Rewarder* Loyalty Card

11.1 You must not use your *Rewarder* Loyalty Card:

- after it has been cancelled or restricted; or
- after the expiry date shown on the face of the *Rewarder* Loyalty Card.

11.2 The date that your *Rewarder* Loyalty Card:

- expires; or
- is cancelled by Queensland Country in accordance with section 10.1 is referred to as the Cancellation Date.

11.3 Where practical to do so, Queensland Country will provide you with sufficient notice prior to the Cancellation Date to enable you to redeem the value of any Loyalty Points before the Cancellation Date.

11.4 If your *Rewarder* Loyalty Card has expired or been cancelled in accordance with section 10.1 and on the Cancellation Date there remains any unused Loyalty Points, then Queensland Country will make reasonable attempts to contact you to either (at Queensland Country's discretion):

- issue a new *Rewarder* Loyalty Card to you and transfer any unused Loyalty Points onto your new *Rewarder* Loyalty Card; or
- arrange for the value of the unused Loyalty Points to be transferred to you by either cheque or electronic funds transfer to your nominated bank account.

In these circumstances, fees and charges may apply. Queensland Country will advise you of any fees and charges that may apply in accordance with section 26.

11.5 In some circumstances your *Rewarder* Loyalty Card may be used for store purchases which are below the Floor Limit and where no electronic approval is required or if a transaction is processed manually. If you use your *Rewarder* Loyalty Card after the Cancellation Date, then you will be liable to Queensland Country for the value of any transaction that is made in these circumstances as well as any reasonable costs incurred by Queensland Country in collecting the amounts owing. Any such amounts are immediately due and owing upon demand by Queensland Country and you authorise Queensland Country to debit these amounts from your Credit Card Account (which will increase the balance owing to Queensland Country). If you consider that Queensland Country has incorrectly charged you with these amounts, you may dispute this by contacting Queensland Country in accordance with section 23.

12. Changes to these Terms and Conditions or *Rewarder*

12.1 Queensland Country reserves the rights 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 90 days notice if Queensland Country reduces the number of Loyalty Points that you will earn for each Australian dollar charged to your Credit Card Account for Eligible Transactions; and

(b) notice at such time as Queensland Country determines appropriate in its absolute discretion if it increases the number of Loyalty Points that you will earn for each Australian dollar charged to your Credit Card Account for Eligible Transactions.

12.2 Queensland Country will give you at least 120 days notice of:

(a) the discontinuation of *Rewarder*; or

(b) the suspension or discontinuation of its participation in *Rewarder*.

If *Rewarder* is discontinued or Queensland Country's participation in *Rewarder* is suspended or discontinued, then during the 120 days notice period, you will be able to redeem your Loyalty Points. After expiration of this 120 days notice period, Queensland Country will cancel your *Rewarder* Loyalty Card and your membership of *Rewarder*. In these circumstances, any Loyalty Points that you have accrued will expire.

12.3 Queensland Country reserves the right to change these Terms and Conditions and to vary the fees and charges that apply to your membership of *Rewarder* and the use of your *Rewarder* Loyalty Card. If you wish to cancel your *Rewarder* Loyalty Card and your membership of *Rewarder* as a result of any change or variation Queensland Country makes to these Terms and Conditions, you must contact Queensland Country to cancel your *Rewarder* Loyalty Card and your membership of *Rewarder*. In these circumstances, you will not be charged any additional fees or charges associated with Queensland Country cancelling your *Rewarder* Loyalty Card and transferring the value of any unused Loyalty Points to your nominated bank account. If you retain and use your *Rewarder* Loyalty Card after notification of any changes Queensland Country has made to these Terms and Conditions, your membership of *Rewarder* and the use of your *Rewarder* Loyalty Card shall be subject to those changes.

12.4 Queensland Country may notify you of changes either through:

- a letter to your last known address;
- notices on, or sent with account statements;
- notices on Electronic Banking Terminals or in branches;

- press advertisements; or
- notices on Queensland Country's website.

In addition, in the last three cases, Queensland Country will give you written advice of the changes at the time of your next account statement. If a written notice is delivered to you personally the date of delivery is the date you receive the notice.

13. Tracking your Loyalty Points

- 13.1 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 (www.rewarderpoints.com.au) using your client number and PIN.
- 13.2 Queensland Country will use its reasonable endeavours to ensure that details of your balances are up to date on the *Rewarder* website. However, transactional information that Queensland Country gives you by the *Rewarder* website may not have been processed to your *Rewarder* Loyalty Card account at the time Queensland Country gives you the information you have requested. In these circumstances, these transactions will not yet appear on the *Rewarder* website.
- 13.3 For each 6 month period where you have had 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 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.
- 13.4 You may request more frequent *Rewarder* Loyalty Card account statements from Queensland Country.
- 13.5 You may request a copy of your *Rewarder* Loyalty Card account statement at any time. You should check with Queensland Country whether fees and charges will apply in these circumstances.

Part B

14. Important points to remember to safeguard your loyalty points

If you fail to safeguard your *Rewarder* Loyalty Card or PIN, you may increase your liability for unauthorised use. We therefore strongly recommend that you:

- memorise your PIN and never store it with or near your *Rewarder* Loyalty Card;
- never write your PIN on your *Rewarder* Loyalty Card;
- never tell anyone your PIN or let anyone see it, including any family member or friend;
- try to prevent anyone else seeing you enter your PIN into an Electronic Banking Terminal;
- never leave your *Rewarder* Loyalty Card unattended, e.g. in your car or at work;
- immediately report the loss, theft or unauthorised use of your *Rewarder* Loyalty Card to Queensland Country or by calling the telephone number advised to you by Queensland Country at the time you received your *Rewarder* Loyalty Card;
- examine your account statement as soon as you receive it to identify and report, as soon as possible, any instances of unauthorised use; and
- for security reasons, on the expiry date destroy your *Rewarder* Loyalty Card by cutting it diagonally in half.

Refer to section 22 below for a list of circumstances where you may be held to be liable loss caused by unauthorised transactions. Any liability for losses resulting from unauthorised transactions will be determined in accordance with section 22 below, rather than the security measures listed above, which are guidelines only.

15. Introduction to your *Rewarder* Loyalty Card

These Terms and Conditions apply to:

- your use of your *Rewarder* Loyalty Card when used in conjunction with a PIN in an Electronic Banking Terminal; and
- use of your *Rewarder* Loyalty Card or *Rewarder* Loyalty Card Number in a way acceptable to Queensland Country.

It is a breach of these Terms and Conditions to use your *Rewarder* Loyalty Card without a PIN. However, in circumstances where you successfully use your *Rewarder* Loyalty Card without a PIN to complete a transaction, these Terms and Conditions will apply to that transaction. In these circumstances, the balance of your Loyalty Points will be reduced accordingly.

16. Application of codes

Queensland Country warrants that it will comply with the requirements of the ePayments Code (the Code) as established or replaced from time to time by the Australian Securities and Investments Commission (ASIC). You can find a copy of the Code on ASIC's website (www.asic.gov.au). The provisions of the Mutual Banking Code of Practice may also apply to the use of your *Rewarder* Loyalty Card.

17. Reporting the loss or theft of your *Rewarder* Loyalty Card

If you believe that your *Rewarder* Loyalty Card or PIN record has been lost or stolen, or your PIN has become known to someone else, you should IMMEDIATELY report this by:

- contacting Queensland Country directly at one of its Branches; or
- by telephoning the Contact Centre on 1800 075 078; or
- by emailing info@queenslandcountry.bank.

If for any reason the above methods of notification are unavailable, any losses occurring due to non-notification will be the liability of Queensland Country. To avoid further losses you are required to continue to try to provide notification of your lost or stolen *Rewarder* Loyalty Card by using one of the methods referred to above. Providing you continue to try and use reasonable endeavours having regard to your own individual circumstances to notify Queensland Country or contact the telephone number advised to you by Queensland Country (if relevant), Queensland Country will continue to be liable for any loss occurring as a result of further unauthorised use of your *Rewarder* Loyalty Card.

18. Using your *Rewarder* Loyalty Card

The *Rewarder* Loyalty Card always remains the property of Queensland Country.

By being a member of *Rewarder*, Queensland Country will award you Loyalty Points based on your use of your Credit Card.

You may only use your *Rewarder* Loyalty Card to perform transactions up to the value of the Loyalty Points Queensland Country has awarded to you.

Your *Rewarder* Loyalty Card will allow you to redeem the value of those Loyalty Points at Electronic Banking Terminals in Australia. When you use your *Rewarder* Loyalty Card to redeem the value of your Loyalty Points, Queensland Country will reduce the number of your Loyalty Points accordingly.

Your *Rewarder* Loyalty Card cannot be used to withdraw cash at ATMs or Electronic Banking Terminals.

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.

Queensland Country does not warrant or accept any responsibility if an Electronic Banking Terminal does not accept your *Rewarder* Loyalty Card. You should always check with the relevant merchant that it will accept your *Rewarder* Loyalty Card before purchasing any goods or services.

Fraudulent transactions can arise from use of your *Rewarder* Loyalty Card or *Rewarder* Loyalty Card Number. Where you advise Queensland Country that a transaction that has been debited from your Loyalty Points (which will reduce the number of your Loyalty Points accordingly) is fraudulent, unauthorised or disputed, Queensland Country will investigate and review that transaction in accordance with section 22 of these Terms and Conditions.

Queensland Country is not responsible in the event that you have a dispute regarding the goods or services purchased using your *Rewarder* Loyalty Card. In the first instance, you should contact the merchant directly. If you cannot resolve the dispute with the merchant, Queensland Country has the ability in certain

circumstances to investigate disputed transactions on your behalf (refer to section 23 below for a list of circumstances when Queensland Country can investigate disputed transactions) and attempt to obtain a refund for you.

You must not use your *Rewarder* Loyalty Card for any unlawful purpose, including the purchase of goods or services prohibited by the laws of Australia.

19. Transaction limits

You agree that you will NOT use your *Rewarder* Loyalty Card to exceed the dollar value of your unused Loyalty Points.

Queensland Country:

- may set temporary or permanent limits on the minimum and maximum amounts that you may access on any one day through an Electronic Banking Terminal; and
- will advise you of any daily transaction limits that apply at the time of your application for your *Rewarder* Loyalty Card.

Where Queensland Country imposes a temporary minimum or maximum limit, Queensland Country will use reasonable endeavours to notify you that it has imposed a temporary transaction limit. A temporary maximum transaction limit will usually be imposed in circumstances where transactions appear to be suspicious or fraudulent. Where Queensland Country imposes a new permanent minimum or maximum transaction limit, Queensland Country will inform you of this change in accordance with the requirements set out in section 12 of these Terms and Conditions.

Merchants offering eftpos facilities have the right to impose conditions on the use of such facilities. This can include imposing their own transaction limits or restrictions on the amount of value that you may obtain by using your *Rewarder* Loyalty Card.

20. Authorisations

Certain transactions that you make using your *Rewarder* Loyalty Card may need to be authorised by Queensland Country before they can proceed. In these circumstances, prior to the transaction being completed, the relevant merchant's financial institution

will obtain authorisation from Queensland Country for the transaction to be processed. Once authorisation is obtained, it will reduce the amount of your Loyalty Points accordingly. If circumstances occur where authorisation is obtained by Queensland Country but the relevant transaction is not completed, your available Loyalty Points may be reduced for a period of time.

Transactions will not necessarily be processed on the same day they occur. The date that you conduct the transaction is referred to as the transaction date. Some transactions will be processed after the transaction date. This is usually due to the relevant merchant's financial institution not processing the relevant transaction on the transaction date.

Queensland Country has the right to refuse authorisation for you to effect a transaction if:

- Queensland Country has restricted access to your available Loyalty Points in accordance with section 10 of these Terms and Conditions;
- in accordance with section 29 of these Terms and Conditions, Queensland Country believes on reasonable grounds that the transaction is fraudulent or suspicious; or
- the transaction will result in you exceeding the value of your unused Loyalty Points.

21. Renewal of your *Rewarder* Loyalty Card

Queensland Country will forward to you a replacement *Rewarder* Loyalty Card before the expiry date of your current *Rewarder* Loyalty Card, provided that you are not otherwise in default under these Terms and Conditions. In these circumstances, any Loyalty Points remaining on your existing *Rewarder* Loyalty Card will be transferred to your new *Rewarder* Loyalty Card.

If you do not require a replacement *Rewarder* Loyalty Card, you must notify Queensland Country before the expiry date of your current *Rewarder* Loyalty Card. You must give Queensland Country a reasonable time to arrange cancellation of the issue of a replacement *Rewarder* Loyalty Card.

Queensland Country may issue a new *Rewarder* Loyalty Card to you at any time. All reissued cards are subject to these Terms and Conditions. Queensland Country will typically do this in circumstances where it

considers that the security of your *Rewarder* Loyalty Card or PIN may have been compromised or where Queensland Country is required to issue new cards to all its cardholders as a result of any payment scheme rule changes. In these circumstances, you will not be charged any replacement card fee.

22. Your liability in case your *Rewarder* Loyalty Card is lost or stolen or in the case of unauthorised use

- (1) You are not liable for any loss arising from unauthorised use of your *Rewarder* Loyalty Card and Queensland Country shall not reduce the amount of Loyalty Points awarded to you:
 - (a) where the losses are caused by the fraudulent or negligent conduct of:
 - (i) Queensland Country;
 - (ii) employees or agents of Queensland Country;
 - (iii) companies involved in networking arrangements; or
 - (iv) merchants or agents or employees of merchants;
 - (b) before you have actually received your *Rewarder* Loyalty Card and/or PIN (including a reissued *Rewarder* Loyalty Card and/or PIN);
 - (c) subject to section 11.5, where the losses relate to any component of your *Rewarder* Loyalty Card or PIN being forged, faulty, expired or cancelled;
 - (d) where the losses are caused by the same transaction being incorrectly debited more than once;
 - (e) after you have reported your *Rewarder* Loyalty Card lost or stolen or reported the breach of the security of your PIN;
 - (f) if you did not contribute to any unauthorised use of your *Rewarder* Loyalty Card; or
 - (g) if the unauthorised transaction was made using your *Rewarder* Loyalty Card information without use of your actual *Rewarder* Loyalty Card or PIN.
- (2) For the purpose of section 22(1)(b), there is a presumption that you did not receive your *Rewarder* Loyalty Card unless Queensland Country can prove that you received your *Rewarder* Loyalty Card by,

for example, obtaining an acknowledgement of receipt from you or (if applicable) obtaining record of your activating your *Rewarder* Loyalty Card.

- (3) For the purpose of section 22(1)(f), Queensland Country will undertake an assessment to consider whether you have contributed to any loss caused by unauthorised use of your *Rewarder* Loyalty Card. This assessment will include a review of whether you:
- (b) voluntarily disclosed your PIN to anyone, including a family member or friend;
 - (c) voluntarily allowed someone else to observe you entering your PIN into an Electronic Banking Terminal;
 - (d) wrote or indicated your PIN on your *Rewarder* Loyalty Card;
 - (e) wrote or indicated your PIN (without making any reasonable attempt to disguise the PIN) on any article carried with your *Rewarder* Loyalty Card or likely to be lost or stolen at the same time as your *Rewarder* Loyalty Card;
 - (f) allowed anyone else to use your *Rewarder* Loyalty Card;
 - (g) unreasonably delayed notification of:
 - (i) your *Rewarder* Loyalty Card or PIN record being lost or stolen;
 - (ii) unauthorised use of your *Rewarder* Loyalty Card; or
 - (iii) the fact that someone else knows your PIN.
- (4) If Queensland Country considers that it can prove on the balance of probability that you have contributed to the unauthorised use of your *Rewarder* Loyalty Card under section 22(3), your liability will be the lesser of:
- (a) the actual loss when less than the unused portion of your Loyalty Points;
 - (b) the unused portion of your Loyalty Points;
 - (c) an amount calculated by adding the actual losses incurred for each day or for each relevant period, up to the current daily or other periodic withdrawal limit, on which unauthorised use occurred before you reported the loss, theft or unauthorised use of your *Rewarder* Loyalty Card or breach of PIN security, up to and including the day you make your report; or

- (d) the amount for which you would be held liable if any card scheme rules applied (if you wish to find out what card scheme rules apply to transactions made using your *Rewarder* Loyalty Card, please contact Queensland Country).
- (5) In assessing your liability under section 22(4)(c):
- (a) where your *Rewarder* Loyalty Card has been lost or stolen, the number of days will be calculated by reference to the day when you should reasonably have become aware that it was lost or stolen;
 - (b) the current daily withdrawal limit is the limit applicable at the time of the transaction by reference to the status and/or type of Electronic Banking Terminal at which the transaction occurred;
- (6) Where a PIN was required to perform the unauthorised transaction and it is unclear whether or not you have contributed to any loss caused by the unauthorised use of your *Rewarder* Loyalty Card, your liability will be the lesser of:
- (a) the number of Loyalty Points that is equivalent to \$150 (or a lower figure determined by Queensland Country);
 - (b) your unused portion of your Loyalty Points;
 - (c) the actual loss at the time Queensland Country is notified of the loss or theft of your *Rewarder* Loyalty Card or the breach of your PIN security, excluding the portion of the losses incurred on any one day which exceeds any relevant daily transaction or other periodic transaction limit;
or
 - (d) the amount for which you would be held liable if any card scheme rules applied (if you wish to find out what card scheme rules apply to transactions made using your *Rewarder* Loyalty Card, please contact Queensland Country).
- (7) In assessing your liability under this section 22:
- (a) Queensland Country will consider all reasonable evidence including all reasonable explanations for an unauthorised use having occurred; and
 - (b) the fact that an account is accessed with the correct PIN, while significant, is not of itself conclusive evidence that you have contributed to the loss; and

- (c) the use or security of any information required to perform a transaction that you are not required to keep secret (for example, your *Rewarder Loyalty Card Number* and the expiry date on the front of your *Rewarder Loyalty Card*) is not relevant to your liability; and
 - (d) the portion of losses incurred that you and the Financial Institution had not agreed could be accessed using the *Rewarder Loyalty Card* and/or PIN that was used to perform the unauthorised transaction shall be excluded from the calculation of your liability.
- (8) If you disagree with Queensland Country's resolution process, you should contact Queensland Country and request that Queensland Country review its decision in accordance with section 23.
- (9) Your liability for losses occurring as a result of unauthorised use will be determined under the Code. The guidelines set out in section 14 to safeguard your *Rewarder Loyalty Card* and PIN are the minimum suggested security measures you should take.

23. Resolving errors on account statements

If you believe a transaction is wrong or unauthorised or your *Rewarder Loyalty Card* account statement contains any instances of unauthorised use or errors, you must immediately notify Queensland Country as explained in section 17. As soon as possible, you must also provide Queensland Country the following:

- your name and address, *Rewarder* account number and *Rewarder Loyalty Card Number*;
- details of the transaction or the error you consider is wrong or unauthorised;
- a copy of the account statement in which the unauthorised transaction or error first appeared;
- the dollar amount and an explanation as to why you believe it is an unauthorised transaction or an error;
- details of whether your *Rewarder Loyalty Card* is signed and your PIN secure; and
- any other details required by Queensland Country.

If you have a complaint or dispute relating to:

- your *Rewarder Loyalty Card*;
- any fees or charges that have been debited from your *Rewarder Loyalty Card* (which has reduced your available *Loyalty Points*); or

- your membership of *Rewarder*, you should immediately contact Queensland Country.

If your complaint is immediately settled to your satisfaction or if it is settled to your satisfaction within 5 Business Days of receiving the relevant details from you, Queensland Country will advise you of the outcome of your complaint by means other than in writing. If you wish, you may request that the Financial Institution provides you with a written response.

However, if Queensland Country is unable to settle your complaint to your satisfaction within 5 Business Days, it will advise you in writing of the procedures for further investigation and resolution and may request further relevant details from you.

Within 21 days of receiving relevant details from you, Queensland Country will:

- advise you in writing of the results of its investigations; or
- advise you in writing that it requires further time (not exceeding a further 24 days) to complete its investigation.

An investigation will continue beyond 45 days only in exceptional circumstances, for example, if there are delays caused by other financial institutions or merchants involved in resolving the complaint or in circumstances where Queensland Country investigates the relevant transaction under the relevant card scheme rules that apply.

If Queensland Country finds that an error was made, it will make the appropriate adjustments to your *Rewarder* Loyalty Card account including interest and charges (if any) and will advise you in writing of the amount of the adjustment.

When Queensland Country advises you of the outcome of its investigations, it will;

- give you reasons in writing for its decisions by reference to these Terms and Conditions; and
- advise you of any adjustments it has made to your *Rewarder* Loyalty Card account.

If Queensland Country decides that you are liable for all or any part of a loss arising out of unauthorised use of your *Rewarder* Loyalty Card, it will:

- give you copies of any documents or other evidence it relied upon; and
- advise you whether or not there was any system or equipment malfunction at the time of the transaction.

If Queensland Country fails to carry out these procedures or causes unreasonable delay, Queensland Country may be liable for part or the entire amount of the disputed transaction where its failure or delay has prejudiced the outcome of the investigation.

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

24. Malfunction

Other than to correct the error in your *Rewarder* Loyalty Card account and the refund of any charges or fees imposed on you as a result, Queensland Country will not be liable to you for any loss caused by an Electronic Banking Terminal malfunctioning if you were aware, or should have been aware, that the terminal was unavailable for use or was malfunctioning.

Where an Electronic Banking Terminal is not working, the merchant may provide alternative manual processing of the transaction. You must not use your *Rewarder* Loyalty Card in this way. If you do however, and you sign a voucher, the voucher authorises Queensland Country to reduce the Loyalty Points currently awarded to you or any future Loyalty Points with the value of the transaction or to debit your Credit Card Account with the value of the transaction (or part value of the transaction) in circumstances where you do not have sufficient Loyalty Points to cover the transaction. If your Credit Card Account is debited, this will increase the balance owing by you to Queensland Country and the terms of your Credit Contract will apply to that balance owing.

25. Statements and receipts

A transaction record slip will be available for each financial transaction carried out with your *Rewarder* Loyalty Card at an Electronic Banking Terminal.

You should always check the transaction amount indicated on any Electronic Banking Terminal before entering your PIN.

You should obtain, check and retain all transaction record slips including sales and cash advance vouchers issued to you for checking against your *Rewarder* Loyalty Points statements.

You may request a copy of your account statement at any time. Queensland Country may charge you a reasonable fee for providing a statement to you.

26. Fees and charges

Queensland Country may reduce the number of Loyalty Points awarded by the amount of any fees or charges Queensland Country notifies you of from time to time. Alternatively, where you do not have sufficient Loyalty Points to cover the amount of any fees or charges, Queensland Country may debit those fees and charges from the Credit Card Account (which will increase the balance owing to Queensland Country).

Queensland Country reserves the right to charge a fee for any transaction at an Electronic Banking Terminal or for issuing replacement cards. Queensland Country will advise you in writing of any fees or charges for performing transactions or any fees or charges for issuing or replacing your *Rewarder* Loyalty Card prior to when you first perform a transaction using your *Rewarder* Loyalty Card.

For any other types of fees, Queensland Country will advise you of those fees in writing prior to charging you the fee.

If you consider Queensland Country has incorrectly charged you a fee or charge, you may dispute this by contacting Queensland Country in accordance with section 23. Any incorrectly charged fee or charge will be reversed by Queensland Country (including any further charges accruing due to the incorrect fee or charge being charged).

Any fees and charges applicable to your *Rewarder* Loyalty Card may change from time to time and you will be notified of new fees in accordance with section 12 of these Terms and Conditions.

27. Government fees and charges

Queensland Country reserves the right to pass on to you any fees, charges, duties and taxes that are imposed on the use of your *Rewarder* Loyalty Card by any government or by any regulatory authority. Queensland Country is also authorised to debit your number of Loyalty Points or your Credit Card Account with those fees, charges, duties and taxes (which will reduce the number of your Loyalty Points or increase the balance owing to Queensland Country on your Credit Card Account).

28. Other general conditions

These Terms and Conditions govern your access to your Loyalty Points. Each transaction on an account is also governed by the terms and conditions to which that account is subject. If there is any inconsistency between these Terms and Conditions and the terms applicable to your Credit Card Account, these Terms and Conditions prevail except to the extent that they are contrary to any applicable legislation or any relevant industry code of practice.

You may not assign your rights under these Terms and Conditions to any other person. Queensland Country may assign its rights or transfer the contract to another person where such assignment is to a related party or third party where such third party has a similar or fairer dispute resolution procedure than Queensland Country. If Queensland Country assigns or transfers the rights under these Terms and Conditions, these Terms and Conditions will apply to the transferee or assignee as if it were named as Queensland Country. If Queensland Country assigns these Terms and Conditions, Queensland Country will provide you with notice and you will be able to cancel your *Rewarder* Loyalty Card as a result of this assignment without being charged any fees or charges associated with Queensland Country cancelling your *Rewarder* Loyalty Card or transferring any unused Loyalty Points to you.

29. Anti-money laundering and counter-terrorist financing

You agree that:

- where required, you will provide to Queensland Country all information reasonably requested by Queensland Country in order for Queensland Country to comply with the fraud monitoring and anti-money laundering and counter terrorism financing obligations imposed on it pursuant to the AML Legislation and any payment scheme rules;
- Queensland Country may be legally required to disclose information about you to regulatory and/or law enforcement agencies;
- Queensland Country may block, delay, freeze or refuse any transactions where Queensland Country in its sole opinion considers reasonable grounds exist to believe that the relevant transactions are fraudulent, in breach of the AML Legislation, any payment scheme rules or any other relevant law;
- where transactions are blocked, delayed, frozen or refused by Queensland Country in accordance with this section 29, you agree that Queensland Country is not liable for any loss suffered by it, you or other third parties arising directly or indirectly as a result of Queensland Country taking this action; and
- where relevant, Queensland Country will monitor all transactions that arise pursuant to your use of your *Rewarder* Loyalty Card in accordance with its obligations imposed on it in accordance with the AML Legislation or any payment scheme rules.

30. Third party disclosure

Queensland Country may provide your personal information and transaction information relating to your Credit Card Account and *Rewarder* Loyalty Card account to:

- any outsourced service providers (for example, mailing houses, fraud monitoring services and data switch services);
- transaction and investigation security firms;
- regulatory bodies, government agencies, law enforcement bodies and courts; and

- participants in the payment system and other financial institutions for the purpose of resolving disputes, errors or other matters arising from your use of your *Rewarder Loyalty Card* or *Rewarder Loyalty Card Number* or third parties using your *Rewarder Loyalty Card* or *Rewarder Loyalty Card Number*.

You consent to Queensland Country disclosing your personal information to any of the third parties referred to above.

31. Definitions

AML legislation means the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth) and its associated rules, regulatory guides and regulations.

Monthly Loyalty Points Cap has the meaning given to it in section 5.4 of these Terms and Conditions.

Business Day means a day that Queensland Country is open for business, excluding Saturdays, Sundays and public holidays.

Credit Card means the Visa Credit Card issued to you by Queensland Country which you use to obtain access to your Credit Card Account.

Credit Card Account means the account you have with Queensland Country to which you may obtain access by use of the Credit Card.

Credit Contract means the agreement between you and Queensland Country for the provision of your Credit Card which includes the Visa Credit Card Conditions of Use.

Eftpos means electronic funds transfer at point of sale.

Electronic banking terminal means an eftpos device in Australia.

Eligible transactions means the purchase of goods or services from merchants accepting your Credit Card (including GST payable for those goods or services by you and excluding any government fees or charges, interest payable on your Credit Card Account, cash advances, corporate cheques, balance transfers and bill payments made through BPAY or any other electronic scheme).

ePayments Code means the Code of Practice which regulates consumer electronic payment transactions to which Queensland Country is a subscriber.

Financial Institution means the financial institution that has provided you with your *Rewarder* Loyalty Card and with whom you hold a Credit Card Account.

Floor Limit means an amount above which a payment using an Electronic Banking Terminal requires approval by Queensland Country in order for the transaction to be processed. Floor Limits are set by merchants' financial institutions.

Loyalty Points means the points earned by you from using your Credit Card for Eligible Transactions in accordance with these Terms and Conditions.

Membership Year means each period of 12 consecutive months that you have been a member of *Rewarder*, ending on the anniversary of the first day of your membership.

PIN means the secret personal identification number relating to a *Rewarder* Loyalty Card.

Queensland Country, the Bank 'we', 'our' or 'us' means Queensland Country Bank Limited

Rewarder means the *Rewarder* loyalty programme administered by Indue Limited ABN 97 087 822 464.

Rewarder Loyalty Card means the card branded '*Rewarder*' which is issued by Queensland Country to you to facilitate the redemption of Loyalty Points by you Electronic Banking Terminals accepting the *Rewarder* Loyalty Card.

Rewarder Loyalty Card Number means the unique number assigned by Queensland Country to each *Rewarder* Loyalty Card and which is recorded on that *Rewarder* Loyalty Card.

Statement Period means each six month period ending 30 June and 31 December of each year.

You or Your means the person who has a Credit Card Account with Queensland Country and has been issued with a *Rewarder* Loyalty Card.

32. Interpretation

For the purposes of these Terms and Conditions “day” means a 24 hour period commencing at midnight Eastern Standard Time or Eastern Summer Time, as the case may be, in Sydney.

A reference to:

- one gender includes the other gender;
- the singular includes the plural and the plural includes the singular; and
- any dollar amount is an Australian dollar amount.

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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

Email info@queenslandcountry.bank



Queensland Country Bank

Read with

Fees & Charges Brochure