

CommBank Yello

Terms and Conditions Effective 4 June 2025

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1. Overview of CommBank Yello

CommBank Yello is our customer recognition program that provides CommBank Yello Benefits which may include cashback on CommBank products, discounts, offers from third parties, and opportunities to win prizes.

CommBank Yello Benefits of the CommBank Yello program are provided subject to:

- these terms and conditions; and
- the terms and conditions relating to the CommBank Yello program as detailed on the CommBank website, in the CommBank app or third-party terms and conditions.

Subject to your product terms and conditions, when you satisfy certain CommBank Yello eligibility criteria, you may also be entitled to product specific benefits, such as fee waivers. For details see your product terms and conditions. Product terms and conditions are available online at commbank.com.au or by contacting us.

1.1. Changes to these terms and conditions

At any time we may, acting reasonably, change these terms and conditions in accordance with this clause.

How we tell you about changes

We will notify you that a change has been made and when the change takes effect:

- If we consider that the changes are favourable or non-material to you, we will tell you no later than the day on which the change takes effect.
- If we consider the changes are unfavourable or material, we will give you at least 30 days' advance notice of the change (unless notice is impracticable or shorter notice is necessary to manage a material and immediate risk).

Circumstances may arise where prior notice is not possible, including where there is a material fraud, operational or regulatory risk for us or where we are affected by events outside our control (for example, our third-party suppliers terminate their arrangement with us or can no longer perform their obligations).

When we change these terms and conditions, we will either:

- give you notice of the changes such as through the CommBank app, by email, SMS, or advertisement in the national or local media; or
- publish the change or an updated version of these terms and conditions and let you know where to find them using any of the methods set out above.

You can always find the most up-to-date version of these CommBank Yello terms and conditions at <u>commbank.com.au/commbank-yello</u>.

Any changes we make to these terms and conditions will apply prospectively from the effective date only and will not impact the benefits you may have already received prior to the effective date.

If you are not happy with the changes to these terms and conditions, you may opt out of CommBank Yello at any time in accordance with clause 4.3 of these terms and conditions.

Other CommBank terms

Other terms and conditions relating to the CommBank Yello program may be set out on the CommBank Yello website, in the CommBank app, in the CommBank product terms and conditions or on third-party platforms ('Other CommBank Terms'), changes to which will be made in accordance with those Other CommBank Terms.

2. Key terms explained

Term	Meaning
CommBank, we, us, our	Commonwealth Bank of Australia (ABN 48 123 123 124). These references (e.g. to "CommBank") don't include Bankwest and Unloan, which are separate divisions of Commonwealth Bank.
CommBank Yello	CommBank's customer recognition program, the terms and conditions for which are set out in this document, on <u>commbank.com.au/commbank-yello</u> , in the CommBank app, in the terms and conditions for any products to which a CommBank Yello Benefit relates, or in third party terms and conditions.
CommBank Yello Benefit	 CommBank Yello Benefits available to eligible customers of the CommBank Yello program (set out in this document, on <u>commbank.com.au/commbank-yello</u>, in the CommBank app, in the CommBank product terms and conditions or in third party terms and conditions), which may include, depending on your eligibility tier: Cashback on CommBank products or products from CommBank subsidiaries Cashback on general insurance products distributed by CommBank and provided by Hollard Entry into prize draws CommBank Yello Offers
CommBank Yello Cashback Offer	CommBank Yello Benefits that may provide you with money back into your account ('Cashback') after you activate (where required) an offer from a participating third party presented to you via the CommBank app, subject to the terms and conditions of the specific CommBank Yello Cashback Offer, which may include as a precondition, that you must make a qualifying purchase ('Cashback Offer').
CommBank Yello Offers	Offers provided by third parties such as discounts, cashbacks and access to events available to CommBank Yello eligible customers, including Cashback Offers.
completed transaction	A transaction that has been fully processed. A transaction that is pending is not considered a completed transaction.
customer record	Our view of the products you hold with us and your contact information.
eligible transaction account	For a current list of eligible transaction accounts, please refer to commbank.com.au/commbank-yello. An eligible transaction account may include one of the following account types held with us: Smart Access Complete Access Everyday Offset Pensioner Security (excluding Pensioner Security Passbook accounts) Private Bank Account The following account types are not considered eligible transaction accounts: accounts in respect of which you have notified us that you hold the account as a trustee; business accounts; or accounts opened in the name of a company or an association At our discretion, we may change the eligible transaction account types from time to time, such as where we discontinue, rename, or introduce new transaction accounts.
eligible credit card account	For a current list of eligible credit card accounts, please refer to <u>commbank.com.au/commbank-yello</u> .

	An eligible credit card account includes any one of the following account types held with us:
	 Awards credit card (also includes Gold, Platinum and Diamond Awards no longer available for sale)
	 Low Fee credit card (also includes Low Fee Gold no longer available for sale) Low Rate credit card (also includes Low Rate Gold no longer available for sale)
	 Essentials credit card (no longer available for sale) CommBank Neo credit card
	 StepPay – we treat this as a credit card account for the purposes of CommBank Yello.
	The following account types are not considered eligible credit card accounts:
	 accounts in respect of which you have notified us that you hold the account as a trustee;
	 business accounts; or accounts opened in the name of a company or an association
	At our discretion, we may change eligible credit card account types from time to time, such as where we discontinue, rename, or introduce new personal credit cards.
eligible transaction	Any outbound completed transaction that you make from an eligible transaction account or eligible credit card account, including:
	 Payments or other purchases made using a debit or credit card;
	 StepPay purchases, where a purchase is treated as one outbound transaction (StepPay instalment payments are not considered an eligible outbound transaction);
	Cash withdrawals at an ATM or CommBank branch;
	 Payments or transfers to non-CommBank accounts and third parties, including BPAY payments.
	The following are not considered eligible transactions:
	 Transfers between your own CommBank accounts. This includes transfers to another account which you are a joint account holder of, or to an account that is associated with your customer record. For example, such as where you are a director of a business and make payments from your personal account to the business account, or where you make a payment from your personal account to another account for which you are a signatory or authorised third party.
	Any fees or interest debited from your account(s).
	Cash advance transactions on a credit card.
	We may at our discretion also consider other transactions to be eligible transactions.
	For joint transaction accounts and credit card accounts with additional cardholders, all eligible transactions on the account will be attributed to each account holder / cardholder when determining that account holder's / cardholder's eligibility under CommBank Yello.
eligible balance	For a current list of accounts that are considered for the purposes of your eligible balance, please refer to <u>commbank.com.au/commbank-yello</u> .
	Your eligible balance is made up of your combined daily closing balance (taking into account completed transactions) in accounts including the following, held by you individually or jointly: GoalSaver
	 NetBank Saver Pensioner Security (excluding Pensioner Security Passbook accounts)

	Youthsaver
	Commonwealth Private Bank
	Commonwealth Direct Investment
	Smart Access
	Complete Access
	Term Deposit
	Streamline Basic
	The balance of an account you hold will not be considered part of your eligible balance if any account holder for that account is a non-personal entity (for example a trustee, a company, association or business).
	We determine your tiering under CommBank Yello using your eligible balance at the end of each day, but will not backdate your tiering based on changes or circumstances beyond the month within which they occur. For example, if you receive a remediation payment, disputed transaction payment, unauthorised or mistaken transaction payment, refund or other type of goodwill compensation for any past error, failure, fraud, scam, unauthorised or disputed transaction or wrong of any kind, these payments will be credited into one of the above accounts and will contribute to the eligible balance, next time your tiering is determined.
	At our discretion, and acting reasonably, we may change how your eligible balance is assessed from time to time, including but not limited to the accounts across which we assess eligible balance, such as where we discontinue, rename, or introduce new transaction or saving accounts.
eligible home loan	For a current list of eligible home loan accounts, please refer to <u>commbank.com.au/commbank-yello</u> .
	An account held with us that is any one of the following types of home loan accounts (held individually or jointly): Standard Variable Rate Fixed Rate Extra
	Base Variable Rate (Economiser)
	 No Fee (Low Rate)
	Green Loan
	Bridging Loan
	Digi Home Loan
	Simple Home Loan
	Your home loan account is not an eligible home loan if it is:
	 paid off or closed;
	 refinanced into another home loan that is not eligible under CommBank Yello; or
	refinanced to another bank.
	For joint and split eligible home loans, each account holder is eligible if the aggregate balance in their home loan accounts meet the minimum balance required.
	When we consider which tier you are eligible for, we consider the most recent funded amount for your home loan. When you restructure or top-up your home loan, your funded amount may change.

	At our discretion, and acting reasonably, we may change the eligible home loan account types from time to time, such as where we discontinue, rename, or introduce new home loans.
Group	CommBank and its subsidiaries.
Hollard	Hollard Insurance Partners Limited, formerly known as CommInsure. Hollard is not part of CommBank.
month	A calendar month.
prize draw	If you are eligible for the CommBank Yello program you will be able to opt-in to prize draws we may run from time to time. These draws are governed by terms and conditions that will be made available to you in the CommBank app or on the CommBank Yello website, or on third party platforms.
qualifying purchase	A purchase that you may need to make in order to qualify for a Cashback Offer.
tier	A level of eligibility for CommBank Yello Benefits in the CommBank Yello program (detailed in clause 4.1 of these terms and conditions).
you, your	The person or persons who hold an account.

3. Key things you should know

- If you meet the eligibility criteria, you will generally be automatically enrolled in CommBank Yello.
- Your eligibility for a tier is assessed monthly, based on your activity in the prior month.
- For eligibility for the CommBank Yello Program, you must satisfy the requirements for the overall CommBank Yello Program and the eligibility requirements of at least one tier namely, CommBank Yello, CommBank Yello Plus, CommBank Yello Gold or CommBank Yello Diamond (see section 4.1).
- You can check your current tier in the CommBank Yello Hub in the CommBank app at any time.
- We may communicate with you regarding your eligibility from time to time, but we are not obliged to inform you if your eligibility changes.
- We may, at our discretion, provide you with access to a tier of CommBank Yello Benefits that you are not otherwise eligible for, for a limited period.
- The terms and conditions relating to CommBank Yello Benefits may be detailed on commbank.com.au/commbank-yello, in the CommBank app, in the CommBank product terms and conditions, on third party websites and platforms, and in this document.
- If you're eligible for a CommBank Yello Benefit, the benefit generally will be paid or occur within one month from the date you become eligible for that benefit.
- If we make a CommBank Yello Benefit payment or overpayment to you in error, we may without notice reverse the payment or overpayment or offset it against any future CommBank Yello Benefits.
- If we pay CommBank Yello Benefits into your joint account, it is possible that the payment may disclose to the other joint account holder what products you hold with us. If you are not comfortable with this, please consider opening an individual transaction account or opting out of CommBank Yello in accordance with clause 4.3.
- There may be potential tax implications of winning a prize under CommBank Yello, or receiving a CommBank Yello Benefit. Please refer to the FAQs for further information at <u>commbank.com.au/commbankyellofaqs</u>.
- You can opt out of CommBank Yello or out of CommBank Yello Offers see clause 4.3.
- Opting out of CommBank Yello does not opt you out of CommBank Yello for Business, if you are eligible for that program. Separate terms and conditions apply for CommBank Yello for Business.
- We may send you commercial electronic messages and/or direct marketing about CommBank Yello, including about CommBank Yello Benefits and CommBank Yello Offers, unless you opt out in accordance with clause 4.3 and/or opt out of receiving all marketing communications from CommBank.
- We take no responsibility for the accuracy, currency, reliability and correctness of any information regarding CommBank Yello which is included in material created,

provided or managed by third parties (including third party websites), except to the extent caused by our negligence, fraud or wilful misconduct or that of our agents.

• Eligibility for product specific benefits related to CommBank Yello, such as fee waivers, is set out in the relevant product terms and conditions. For details regarding eligibility criteria, see your product terms and conditions available online at <u>www.commbank.com.au</u> or by contacting us.

4. Accessing the program

CommBank Yello is available to all customers who meet the eligibility criteria (see clause 4.1). If you meet the eligibility criteria, you will generally be automatically enrolled into CommBank Yello.

If you think that we have made an error as to how we have assessed your relevant tier or your entitlement to a CommBank Yello Benefit, please message us in the CommBank app or visit your local branch.

We may, at our discretion, provide you with access to a tier of the CommBank Yello program for a limited period of time, even if you do not meet the relevant eligibility criteria for that tier.

Acting reasonably and to the extent necessary to protect our legitimate interests, we have the right to remove you from the CommBank Yello program at any time and without notice to you.

4.1 Eligibility criteria for CommBank Yello program

To participate in the CommBank Yello program, you must both:

- (a) qualify for CommBank Yello overall (see 4.1.1 below); and
- (b) be eligible for a particular tier (see 4.1.2 below).

4.1.1 Qualifying for CommBank Yello overall

The table below sets out how to qualify for CommBank Yello overall.

WHAT YOU NEED TO DO?	You must hold an eligible transaction account in your personal name (individually or jointly)
WHEN YOU NEED TO DO IT?	You will qualify for CommBank Yello overall if you hold an eligible transaction account for the duration of the prior calendar month.
THINGS YOU SHOULD KNOW	 You will not qualify for the CommBank Yello program overall if: you are under the age of 18; we are notified that you are deceased; the residential address we hold for you is in the European Union or United Kingdom; you have closed your eligible transaction accounts; or you have opted out of CommBank Yello entirely.

4.1.2 Eligibility for a CommBank Yello tier

The table below sets out how to be eligible for a particular tier.

WHAT YOU NEED TO DO?	Satisfy the eligibility criteria for a tier (see the 'CommBank Yello tiers – eligibility criteria' table below)
WHEN YOU NEED TO DO IT?	Your eligibility for a tier is updated at the beginning of each calendar month based on your activity in the prior calendar month.
THINGS YOU SHOULD KNOW	• Benefits and offers : The specific CommBank Yello Benefits you receive will depend on which tier you qualify for.
	• Three months tier access: If you qualify (or re-qualify) for a tier based on your activity in the prior calendar month, you gain access to that tier for the next three (3) calendar months, provided you remain eligible for CommBank Yello overall (see clause 4.1.1 above). Some examples to show how this works are provided in section 4.1.2A below.
	• Dropping down a tier : If you do not re-qualify for a particular tier over three consecutive months, then from the beginning of the following month we will change your tier to the next lowest tier.
	• If you are in the lowest 'CommBank Yello' tier: If you are in the lowest CommBank Yello tier and you do not meet the tier eligibility criteria for three (3) consecutive months, then from the following month you will no longer be eligible for a tier or the CommBank Yello program. You can participate in the CommBank Yello program again by qualifying for CommBank Yello overall and meeting the eligibility criteria for a particular tier (see clause 4.1 above).
	• Some benefits relating to CommBank products may have different eligibility conditions: Certain benefits relating to CommBank products, such as fee waivers, may have different or additional eligibility conditions. Please refer to the relevant product terms and conditions for more details.
	• One tier at a time: You can only be eligible for one tier at any one time and will be eligible for the highest tier that is achieved based on eligibility criteria as outlined in the 'CommBank Yello tiers – eligibility criteria' table below.
	• Eligibility on an individual basis: Eligibility is assessed on an individual basis. For example, if you and someone else jointly hold an eligible transaction account or eligible home loan but one of you does not meet the eligibility criteria or chooses to opt out of CommBank Yello, the other customer will still have access to the program, provided that person meets the eligibility criteria.

CommBank Yello tiers – eligibility criteria

The table below sets out the eligibility criteria for each CommBank Yello tier.

COMMBANK YELLO TIERS	ELIGIBILITY CRITERIA
COMMBANK YELLO	You are eligible for this tier of CommBank Yello if in the prior month you:made at least 5 eligible transactions.
COMMBANK YELLO PLUS	 You are eligible for this tier of CommBank Yello if in the prior month you: made at least 15 eligible transactions; and (only if you are 26 years old or over) you held at least \$500 in your eligible balance for any 15 days (or more) of that month.
COMMBANK YELLO GOLD	 You are eligible for this tier of CommBank Yello if in the prior month you: made at least 15 eligible transactions; and satisfy <u>one</u> of the following criteria: held at least \$50,000 in your eligible balance for any 15 days (or more) of that month; or held one or more eligible home loans, with a combined funded loan amount of less than \$1,000,000. The requirement to make at least 15 eligible transactions in the prior month is waived if, in the prior month, you settled an eligible home loan with us.
COMMBANK YELLO DIAMOND	 You are eligible for this tier of CommBank Yello if in the prior month you: made at least 15 eligible transactions; and satisfy <u>one</u> of the following criteria: held at least \$250,000 in your eligible balance for any 15 days (or more) of that month; or held one or more eligible home loans, with a combined funded loan amount of at least \$1,000,000. The requirement to make at least 15 eligible transactions in the prior month is waived if, in the prior month, you settled an eligible home loan with us.

4.1.2A CommBank Yello tier - how long do I keep my tier for?

The table below sets out some examples to show how meeting the eligibility criteria for a tier impacts how long you remain in that particular tier.

Don't forget, you need to qualify for CommBank Yello overall <u>and</u> meet the eligibility criteria for a tier to participate in the CommBank Yello program (see clause 4.1 above for more details).

Example 1 – you meet CommBank Yello tier	Example 2 – you do not meet CommBank Yello tier	
eligibility criteria consistently each month	eligibility criteria each month	
 If you meet the eligibility criteria for the 'CommBank Yello Plus' tier in January (based on your activity in December), you will remain in that tier throughout January, February, and March. If you meet the eligibility criteria for the 'CommBank Yello Plus' tier again in February (based on your activity in January), you will remain in the CommBank Yello Plus tier throughout February, March, and April. If you meet the eligibility criteria for the 'CommBank Yello Plus' tier again in March (based on your activity in February), you will remain in the CommBank Yello Plus tier throughout March, April, and May. 	 If you meet the eligibility criteria for the 'CommBank Yello Plus' tier in January (based on your activity in December), you will remain in that tier throughout January, February, and March. If you <u>do not</u> meet the eligibility criteria for the 'CommBank Yello Plus' tier in February (based on your activity in January), you will remain in that tier throughout February and March only. If you <u>do not</u> meet the eligibility criteria for the 'CommBank Yello Plus' tier in March (based on your activity in February), you will then remain in the 'CommBank Yello Plus' tier in March (based on your activity in February), you will then remain in the 'CommBank Yello Plus' tier throughout <u>March</u> only. If you <u>do not</u> meet the eligibility criteria for the 'CommBank Yello Plus' tier in April (based on your activity in March), you will be moved down to the 'CommBank Yello' tier from the beginning of April. You will remain in the 'CommBank Yello' tier from the beginning of April. You will remain in the 'CommBank Yello' tier from the beginning of April. You will remain in the 'CommBank Yello' tier from the beginning of April. You will remain in the 'CommBank Yello' tier from the beginning of April. You will remain in the 'CommBank Yello' tier throughout <u>April, May</u> and <u>June</u>, provided you remain eligible for CommBank Yello overall. 	

4.2 Check that your CommBank products are under the same customer record

We maintain a separate customer record for each customer and determine your eligibility for CommBank Yello overall, tiers, and CommBank Yello Benefits (collectively, 'CommBank Yello Program') based on the products and services held under your customer record.

If you have multiple records (for example, if you applied for different products at different times and the products were not linked) you may not qualify for, or may experience a delay in receiving, the CommBank Yello Program. We try our best to link new products to your existing customer record.

Where we find that you have separate customer records, we'll try to contact you to ask for your permission to combine them. If you don't want us to combine them, or we can't contact you, we may keep the records separate. Please note, we can only combine records that are held by the same individual customer under the same name and in the same capacity.

Where we combine your existing customer records, we will not backdate your eligibility for the CommBank Yello Program. We will consider your combined customer record when we next assess your eligibility.

For example, if you held an eligible transaction account under a customer record ('**Record A**') and an eligible home loan account under a separate customer record ('**Record B**'), you may be assessed as eligible on Record A for the 'CommBank Yello' tier and ineligible for CommBank Yello overall on Record B. If Record A and Record B are combined ('**Record C**'), we would consider Record C the next time we determine your eligibility for the CommBank Yello Program.

If you think you may have more than one customer record and that this might impact your eligibility for the CommBank Yello Program, contact us on 13 22 21 and we'll check for you. You can also check yourself by logging into the CommBank app or NetBank and seeing if you can view

all of your CommBank products and services (including home insurance distributed by CommBank and provided by Hollard) using your single CommBank app or NetBank login.

4.3 Opting out of CommBank Yello

Opting out of receiving Marketing communications from CommBank will not remove you from the CommBank Yello program.

You can opt out (via the CommBank Yello Hub in the CommBank app or by visiting a branch) of either:

- CommBank Yello entirely; or
- CommBank Yello Offers only.

If you opt out of CommBank Yello entirely:

- you won't be entitled to any further CommBank Yello Benefits, including CommBank Yello Offers.
- you may still see CommBank Yello Offers in your CommBank app for a short period of time while we give effect to your request to opt out.
- you may continue to receive messages about the CommBank Yello program generally, as
 part of the normal business operation of your use of our products or services but you will
 no longer be a member of the CommBank Yello program.
- subject to your product terms and conditions, you won't be entitled to any product specific benefits under CommBank Yello, such as fee waivers or discounts for CommBank products.
- you can opt back into CommBank Yello by visiting your local branch.

If you opt out of CommBank Yello Offers only:

- You will not receive offers from third parties under CommBank Yello, such as cashback on purchases, discounts, access to competitions, presale and preferred tickets.
- You'll continue to have access to and you'll receive messages about other CommBank Yello Benefits (that are not CommBank Yello Offers) and the CommBank Yello program generally.
- You can opt back into CommBank Yello Offers by logging into the CommBank Yello Hub in the CommBank app. You will still need to meet the eligibility criteria (see clause 4.1) and it may take over a month before you can access CommBank Yello Offers again.

You are not required to opt out again after each CommBank app update.

Opting out of CommBank Yello, does not opt you out of CommBank Yello for Business, if you are eligible for that Program. Separate terms and conditions apply for CommBank Yello for Business.

4.4 Cashback on CommBank products

Depending on your tier, you may be eligible to receive money back into your bank account for certain types of CommBank products.

Full details on current cashbacks on CommBank products, including who the benefit will be paid to, is set out on <u>commbank.com.au/commbank-yello.</u>

How cashback on a CommBank product is paid under CommBank Yello:

- You can select which account we pay cashback into via the CommBank Yello Hub in the CommBank app.
- The account selection you make will only apply to cashback paid on your CommBank products. It does not apply to CommBank Yello Offers (i.e. with third parties).

- Changes to your selected account will be reflected from the start of the month after you submit your selection.
- If you do not make an account election as described above, then cashback on CommBank products or products from CommBank subsidiaries will be paid into your most recently opened individual transaction account.
- If you don't have an individual transaction account, cashback will be paid into your most recently opened joint transaction account even if the other joint account holder isn't eligible for the CommBank Yello Benefit.
- For customers who hold transaction accounts jointly, to select a new product cashback transaction account, it is best all joint holders select the same preferred cashback transaction account in the CommBank Yello Hub within the CommBank app.
- If we pay cashback into your joint account, it is possible that the payment may disclose to the other joint account holder that you hold certain products with us. If you are not comfortable with this, please consider opening an individual transaction account or opting out of CommBank Yello in accordance with clause 4.3.
- Cashback related to home loan packages or insurance policies held by more than one customer are paid per package or policy, and not per customer.
- While we will make every effort to pay cashback into the account you select, in some circumstances this may not be possible (for example, if you have closed the account at the time of CommBank Yello Benefit payment). In such cases, we will pay the cashback as if you hadn't made that selection.

We may be unable to pay cashback into an account that has been stopped or that is subject to other restrictions. In this event you will not receive the cashback.

If we make a CommBank Yello Benefit payment or overpayment to you in error, we may reverse the payment or overpayment or offset it against any future CommBank Yello Benefits you may receive.

4.5 CommBank Yello Offers

Depending on your tier of the CommBank Yello program, you may be provided with CommBank Yello Offers from third-party providers. These may include:

- offers of discounts on goods and services;
- Cashback Offers (see clause 4.6); and
- access to sales and other exclusive events.

We generally automatically enrol you into CommBank Yello Offers.

CommBank Yello Offers are subject to eligibility and offer criteria and may not always be available to all customers. You may not receive a CommBank Yello Offer, for example, if you are in default under any CommBank accounts or due to our internal policies. If you think that we have made an error as to how we have assessed your relevant tier or your entitlement to a CommBank Yello Benefit, please message us in the CommBank app or visit your local branch.

Specific terms and conditions of a CommBank Yello Offer will be notified to you in the CommBank Yello Offer itself (which will generally be published on the platform of a third-party) or in the CommBank app.

Acting reasonably and to the extent necessary to protect our legitimate interests, we reserve the right to remove a CommBank Yello Offer, without notice, at any time.

CommBank may advertise the goods and services of third parties through the CommBank app or website, which may include discounts provided by such third parties. If you follow the links to the applications or websites of such third parties, you will be leaving the CommBank platform. We take no responsibility and will not be liable in relation to the accuracy or completeness of any claims made by third parties (including those promoted in the CommBank app or on the CommBank website), except to the extent caused by our negligence, fraud or wilful misconduct or that of our agents.

Your use of any third-party applications or websites and the receipt of any goods and/or services from any third-party is at your own risk and may be governed by any applicable terms and

conditions, collection notices, and privacy policies as between you and the relevant third-party. We accept no liability for any acts or omissions of third parties in connection with the goods and services provided to you by any third party, except to the extent caused by our negligence, fraud or wilful misconduct or that of our agents.

Notifications about new CommBank Yello Offers

From time to time, we may send you notifications (including commercial electronic messages and/or direct marketing) about new CommBank Yello Offers, including discounts, promotions, Cashback offers and Cashbacks, unless you tell us not to. You can turn off these notifications via your settings in the CommBank app (if you do this, you may still receive notifications in the CommBank app reminding you about previously activated CommBank Yello Offers). These notifications may be subject to the 'notifications' section of the CommBank app Terms and Conditions.

If you would prefer us to stop providing you with new CommBank Yello Offers, you can opt-out of CommBank Yello Offers (see section 4.3).

4.6 CommBank Yello Cashback Offers

Cashback Offers may entitle you to receive Cashback relating to a qualifying purchase made with a third party, where you meet the terms and conditions of the specific Cashback Offer. Your participation in Cashback Offers is governed by those terms and conditions.

CommBank consumer credit and debit Mastercards, business credit cards and StepPay digital cards of Australian residents living in Australia are eligible cards for Cashback Offers ('Eligible Card'). The Offer terms and conditions will specify which Eligible Card(s) can be used to redeem the specific Cashback Offer. CommBank travel money cards, corporate credit cards, business debit cards and pre-paid Mastercards are not Eligible Cards for this program.

If you hold an Eligible Card, are at least 18 years old, meet the eligibility criteria in clause 4.1, and haven't opted out of CommBank Yello, you can enrol for, or you generally will be automatically enrolled in, Cashback Offers.

You can un-enrol for Cashback Offers as set out in clause 4.3 above. We may un-enrol you from Cashback Offers if you no longer hold an Eligible Card, are no longer enrolled in CommBank Yello, have not transacted on your Eligible Card in the last 12 months, or have not activated or redeemed a Cashback Offer in the last 6 months.

If you opt-out of CommBank Yello or no longer meet the eligibility criteria in clause 4.1, you will lose access to any non-activated Cashback Offers. Cashback Offers activated prior to opting out or becoming ineligible for CommBank Yello can still be redeemed.

There are other circumstances where, acting fairly and reasonably, we may not present Cashback Offers to you. Such circumstances may include when you are in default in respect of the terms and conditions applicable to any of your CommBank accounts.

We may disqualify any individual from receiving Cashback Offers, or reverse any Cashbacks paid to the account linked to the Eligible Card, without notice and at any time, in our discretion (acting reasonably), including but not limited to, in the event of any suspected fraud, gaming or tampering of the CommBank Yello program which may result in, or is likely to result in, any loss or damage to us or a third party.

Receiving Cashback under Cashback Offers:

- i. You must activate (where required) a Cashback Offer available to you via the CommBank app, then make a qualifying purchase with your Eligible Card in accordance with the terms and conditions of each Cashback Offer provided by the third party between the offer date of the Cashback Offer and its expiry date.
- ii. Purchases made by additional cardholders on your credit card are eligible for cashback.
- iii. Purchases made with a card where you are the additional card holder on someone else's credit card are not eligible for Cashback to you but may be an eligible purchase for the primary cardholder.
- iv. For bank accounts where there are multiple debit Mastercards, Cashback Offers will apply separately to each debit Mastercard. Any qualifying purchases must be made using the Mastercard connected to the activation of the Cashback Offer and not by another debit Mastercard connected to the account.

- v. Tap or select 'Credit' for in-store purchases. While you may also receive Cashback if you pay using 'Cheque' or 'Savings', we cannot guarantee that you will receive a Cashback if you pay using these methods.
- vi. For purchases made with a digital wallet, such as CBA Tap & Pay, ensure 'Mastercard' is selected as your payment method where applicable.
- vii. Purchases made using a payment platform (such as PayPal, Afterpay, Zip) are not eligible for Cashback (even where an Eligible Card is linked to that payment platform) except in cases where Cashback Offers are provided for a specific payment platform.

We work with Mastercard to provide you with Cashback Offers. We will collect and use personal information from Mastercard to provide you with Cashback Offers, including to provide you with Cashback when you make a qualifying purchase. Information that we send to Mastercard is provided on an anonymised basis.

How Cashback Offers are paid

- a. Cashback will be automatically credited to the account linked to the Eligible Card used to make the purchase. For StepPay, Cashback will contribute to your fortnightly instalment repayments outstanding in your StepPay account. If there are no repayments to be made, the Cashback will be credited to the linked repayment account.
- b. Cashback is typically received within 14 business days of a qualifying purchase, but in some cases may take longer. In certain circumstances, it is possible that a public holiday, a dispute with a third-party retailer or technology issues may result in a delay in crediting a Cashback. We accept no responsibility for any loss suffered as a result of any delay in crediting Cashbacks, except to the extent caused by our negligence, fraud or wilful misconduct or that of our agents.
- c. We may reverse any Cashback credited to your account linked to the Eligible Card in the event that the Cashback Offer purchase is returned or cancelled or because there is a dispute in relation to the purchase.
- d. Cashbacks are not transferrable, refundable or able to be exchanged or redeemed for cash or credit. If you withdraw the amount of a Cashback as a cash advance using your credit card, you will incur applicable interest and/or fees according to the applicable Eligible Card terms.
- e. You are still eligible to receive a Cashback if your Eligible Card is being re-issued as a result of having been lost, stolen or damaged. However, there may be a delay in processing cashbacks to such accounts.
- f. You are not eligible to receive any outstanding cashback once you un-enrol from the Cashback Offers (including by unenrolling from the CommBank Yello program generally).
- g. The Cashback Offers program applies in conjunction with any terms of your existing CommBank accounts. To the extent of any inconsistency, the terms of your existing CommBank accounts prevail. Except for StepPay, cashback will not contribute to any minimum monthly payment applicable to your Eligible Card and you must continue to make the minimum payment reflected on your monthly credit card account statement. Any Cashback received as a result of a qualifying purchase made by an additional cardholder of the Eligible Card will be credited to the primary cardholder's account linked to their Eligible Card.
- h. Cashback received is not eligible for CommBank Awards points. Any CommBank Awards points that you use for a purchase will not be counted towards the minimum spend required for a qualifying purchase.
- i. A third party that is named in a Cashback Offer may be unable to process a purchase you make because of a fault or issue that they are experiencing (such as a fault or issue with a payment system). We accept no liability if you are unable to accept a Cashback Offer as a result of such a fault or issue with a third-party retailer, except to the extent caused by our negligence, fraud or wilful misconduct or that of our agents.
- j. We will not be liable for the accuracy or completeness of any claims made by third parties in a Cashback Offer concerning their goods or services nor are we liable in any way for

the performance of those goods or services, except to the extent caused by our negligence, fraud or wilful misconduct or that of our agents.

k. Acting reasonably and to the extent necessary to protect our legitimate interests, we may suspend or cancel Cashback Offers without notice, at any time.

5. Protecting your privacy

We may share your information with our service providers in order to provide some CommBank Yello Benefits to you.

You can find out more about how we collect your information and who we may share it with in clauses 5 and 6 of the Privacy Collection Notice – NetBank and the CommBank app <u>https://www.commbank.com.au/support/privacy/privacy/collection-notice-nb-app.html.</u>

6. Giving us feedback

If there's something we can improve, or you're not satisfied with our products, services, staff or complaint-handling process, it's important we hear about it so we can make things right.

Talk to us

Most problems can be resolved quickly and simply by talking to us. You can contact us:



Phone: 1800 805 605

Toll-free fax: 1800 028 542

Online: commbank.com.au/feedback

Our staff will do their best to resolve your complaint within 5 business days.

If you're not satisfied

If you're not satisfied with our handling of your complaint or our decision, you can refer your complaint to the Australian Financial Complaints Authority ('AFCA'). AFCA provides a fair and independent dispute resolution service that is free for customers. It's important you raise your concerns with us first before going to AFCA, as AFCA will generally encourage this before they will investigate.

Visit: afca.org.au

Email: info@afca.org.au

Phone: 1800 931 678 from 9am to 5pm (Sydney/Melbourne time), Monday to Friday



Post: Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001

7. Contact us

Visit us online <u>commbank.com.au</u>

Message us in the CommBank app

Call us **13 22 21** (in Australia) or +61 2 9999 3283 (from overseas), 6am to 10pm



Drop into a branch commbank.com.au/locateus

For more contact options, including accessibility services, visit commbank.com.au/contact