Important information about the

# CommBank Awards Program

**Program Terms and Conditions** 

23 March 2018

Some Awards are also subject to separate terms and conditions of the supplier of the award. Please refer to the CommBank Awards website or call the CommBank Awards Service Centre on 13 16 61 for Partner Terms and Conditions.

Issued by: Commonwealth Bank of Australia ABN 48 123 123 124.

Registered office/principal place of business:

Darling Park, Tower 1, 201 Sussex Street, Sydney NSW 2000.

For more details on how to contact us, refer to page 29.

1. In these terms and conditions, unless the context otherwise requires:

Additional Cardholder means a person to whom the Bank issues a Card, at the Member's request, for use on the Member's Card account.

**Airline Reward Points** means points offered by an Airline Reward Program partner capable of redemption under an Airline Reward Program (other than Qantas Frequent Flyer).

**Airline Reward Program** is any reward or loyalty program operated by an airline (other than Qantas Frequent Flyer), which has been nominated by us.

**Award** is a good or service, or entitlement to a good or service, obtained by the redemption of points and Bonus Points accrued by a Member on a Card that is an Awards credit card (including a Business Awards Card) issued by the Bank.

**Award** Recipient means the person who uses the Award.

**Bank** means the Commonwealth Bank of Australia ABN 48 123 123 124.

**Bonus Points** means points which may be accrued by a Member when purchasing goods or services from, or utilising the services provided by, businesses or organisations named in Program communications from time to time as bonus partners, subject to the terms and conditions specified.

Card means a Mastercard, Visa or American Express Business Awards, Gold Awards\*, Business Gold Awards\*, Platinum Awards, Business Platinum Awards or Diamond Awards credit card issued by the Bank only that is linked to a Member's Card account.

**Gift card** means a gift card or gift voucher issued by the Bank to a Member which can be redeemed at its face value for goods or services sold or provided by selected Partners. Unless specified otherwise, references to Gift card include physical and digital gift cards.

**Guide** means the guides, brochures, emails, newsletters and the online Awards website (accessed via NetBank or the CommBank app) published from time to time by the

Bank setting out information about the Program, the Awards available, and the terms and conditions relating to the Program and Awards.

Higher Points Merchant means a business or organisation in Australia classified as a 'supermarket', 'department store' or 'service (petrol) station' for the purposes of American Express transactions, excluding any business or organisation paid using an intermediary payment platform, for example, PayPal.

**Member** means a person who is enrolled in the Program and has been allocated a loyalty/awards membership number and in whose name the Card account is kept (i.e. the principal cardholder).

Online Redemption means obtaining an Award by accessing the Bank's Awards Internet website (via NetBank) and by providing details of a Member's Card account.

**Partner** means a partner of the Bank which agrees to provide redemption options and/or Bonus Points in the Program.

**Partner Terms and Conditions** means the additional terms and conditions which relate to Partners participating in the Program which can be found separately to these general terms and conditions at the CommBank Awards website.

**Points Statement** means a statement issued by the Bank on a regular basis showing points accrued, points redeemed and the points balance for a Member.

Program means the scheme/s called 'CommBank Awards', 'CommBank Awards Gold', 'CommBank Awards Platinum', or 'CommBank Awards Diamond' pursuant to which certain Awards are offered or made available to a Member from time to time as a result of utilisation (subject to clause 18) by a Member or an Additional Cardholder of his or her Card (previously known as "Commonwealth Awards Program").

**Qantas Frequent Flyer Direct** means an Award enabling Members to automatically redeem their CommBank Awards points for Qantas Frequent Flyer points and have those points transferred directly to their Qantas Frequent Flyer account.

- 2. The Bank may change these Terms and Conditions, as well as any Terms and Conditions communicated in any other Program material, at any time. For example, the Bank may:
  - (a) change the ways in which Award points are earned;
  - (b) change the ways in which Award points may be redeemed;
  - (c) add new concessions or benefits;
  - (d) change or remove any concessions or benefits; or
  - (e) adopt or implement any legal requirement, decision, recommendation, regulatory guidance or standard of any court, tribunal ombudsman service or regulator.

Each of the changes in paragraphs (a) to (e) is a separate right and this clause is to be read as if such change was a separately expressed right.

The Bank will provide Members with at least 20 days written notice of any changes to these Terms and Conditions, as well as changes to Qantas Frequent Flyer Direct or Airline Rewards as specified in the Partner Terms and Conditions, which the Bank reasonably considers to be material. Any other changes to the Partner Terms and Conditions will be notified on the CommBank Awards website. Please ensure that you check the latest Partner Terms and Conditions prior to redeeming any Award points.

3. If a Member is not satisfied with any change or variation in the Program or for any other reason wishes to withdraw from the Program, the Member may terminate his or her membership of the Program by giving notice to that effect in writing to:

CommBank Awards GPO Box 2674 Sydney NSW 2001.

- 4. Without prejudice to any other mode of proof, by signature on the Program's enrolment form, a Member accepts these terms and conditions as amended from time to time and agrees to be bound by them. Membership of the Program is subject to these terms and conditions, the credit card conditions of use and any rules, policies or procedures that may be adopted or varied by the Bank from time to time. Any failure by a Member or an Additional Cardholder to keep to these terms and conditions and to the credit card conditions of use, any abuse of the Awards (for example, by conducting a Card account in a manner inconsistent with the object of the Program) or any misrepresentation of information by a Member to the Bank, or any fraudulent conduct which constitutes fraud or which causes a loss to the Bank, may result in termination of a Member's membership of the Program and cancellation of accrued points and Bonus Points.
- 5. The Bank reserves the right to refuse to award points:
  - to the extent that any transaction results in the credit limit (including a temporary limit) on a Member's Card account being exceeded; or
  - to the extent that any transaction is debited against credit funds in the Member's account.
- **6.** Participating in Qantas Frequent Flyer Direct attracts an annual opt-in fee.
- 7. The Bank will provide to its contractors and agents, engaged for the purpose of administering the Program, and its Partners, certain personal information about a Member and transaction details relating to a Member's Card account appropriate for the calculation of points and the administration and promotion of the Program. Information as to transactions or events resulting in points being credited or debited, information about the number of points credited or debited, information about the number of points accumulated by the Member and any information relating to the Program subsequently disclosed by the Member or Additional Cardholder to the Bank may be sought, collected, used or disclosed for one or more of the following purposes:

- administering the Program and the provision or performance of services relating to the Program; and/or
- planning, research, and the promotion and marketing (whether targeted, direct or indirect) of goods, services or products of the Bank or any organisation associated with the Program. Each Member specifically authorises the Bank and any of its agents or contractors which have been engaged to administer the Program to:
- · seek access to, collect and use that information; or
- disclose that information between themselves, for the above purposes.
- 8. The Bank reserves the right to forfeit, cancel or suspend points or Bonus Points on Card accounts 30 days or more past due, or on Card accounts which are otherwise suspended or in default, or are suspected of being operated fraudulently.
- 9. The Bank will use its reasonable endeavours to transmit statements, notices and other material relevant to a Member to advise him or her of various matters of interest, including changes to the Program, but the Bank will not be liable for failure to do so. The Bank will not be responsible for correspondence lost or delayed in the mail. Any statement or notice will be deemed to have been given by the Bank if posted to the mailing address last notified by a Member to the Bank or provided via BPAY® View at the Member's request. Each Member is responsible for advising the Bank of any change of address.
- 10. Except as provided in clause 11, neither membership of the Program, nor points, Bonus Points or entitlements to Awards may be transferred or assigned to another person.
- 11. Members may apply to the Bank to transfer CommBank Awards points to another Member's CommBank Awards account, provided the transferee Member is the transferor Member's husband, wife, mother, father, daughter or son, subject to:
  - both Members must have an active CommBank Awards membership when the transfer is made.
     The transferor Member must provide the full name

- and Card number of the transferee Member and confirm the family relationship when they apply to the Bank for the transfer;
- points may only be transferred to an eligible Member as follows: Members whose Card is an Awards Card (excluding Business Awards) may transfer points to Members whose Card is also an Awards Card (excluding Business Awards). Members whose Card is a Business Awards Card may transfer points to Members whose Card is also a Business Awards Card.
- a minimum of 5,000 points must be transferred;
- only one transfer of points in any 12-month period is permitted;
- the Bank's current calculation of the number of points earned in the current calendar year by either the transferor Member or the transferee Member in accordance with clause 19 will not be changed if points are transferred under this clause;
- once points have been transferred, the transfer cannot be reversed or cancelled by either the transferor Member or the transferee Member;
- Members must not require or receive any consideration (in the form of a payment or otherwise) for any transfer of CommBank Awards points to an eligible Member;
- Members should note that such a transfer may have tax implications. Members are advised to check with their accountant or tax adviser for further information.
- 12. A Member may pool points accrued on the particular Member's different Card accounts, provided the Cards are eligible under the Program and of the same type. Points cannot be pooled between Awards Cards and Gold Awards Cards, between Awards Cards and Platinum Awards Cards, between Awards Cards and Diamond Awards Cards, between Gold Awards Cards and Platinum Awards Cards, between Gold Awards Cards and Diamond Awards Cards or between Platinum Awards Cards and Diamond Awards Cards. In relation to Business Cards, a Member may pool points accrued on

the particular Member's different Card accounts, provided the Cards are eligible under the Program and of the same type. Points cannot be pooled between Business Awards Cards and Business Gold Awards Cards, between Business Awards and Business Platinum Awards Cards, between Business Gold Awards Cards and Business Platinum Awards Cards.

- **13.** Subject to clause 14, a Member's entitlement to receive an Award is based on the number of points and Bonus Points accrued by a Member.
- 14. The Bank may terminate the Program at any time. In the event of termination of the Program or the cancellation of a Member's Card or cancellation of membership of the Program, the Bank will notify a Member of such termination or cancellation. All accrued points and Bonus Points must be redeemed within 3 months of the date of termination or cancellation. Subject to clause 22, in the event of termination or cancellation of a Member's Card by the Member, all accrued points and Bonus Points must be redeemed within 3 months of termination or cancellation or they will be forfeited.
- 15. Awards may only be selected from a Program Guide, newsletter or online web catalogue (accessed via NetBank or the CommBank app) current at the time of redemption, subject to any statement of changes to the Awards advised to a member from time to time.
- 16. The Bank fixes a particular date to draw up the Member's monthly Card account statement. All CommBank Awards points earned for the statement period will be applied to the customers points balance on that date. If the Bank allows a Member to change the date that a Member's Card account statement is drawn up, points earned for the statement period will be applied to the Member's account in the next statement cycle.
- 17. The Bank will not be liable for any disruption to the Program or any delay to or inability to provide any of the Awards caused by circumstances beyond the control of the Bank including, but not limited to, strikes or industrial disputes, acts of God, flood, weather, aircraft unserviceability or unavailability, war, terrorism or civil disturbance.

### **Earning Awards points**

18. Members can earn CommBank Awards points relative to the number of Australian dollars charged, billed and paid for eligible transactions on their Card account. The number of CommBank Awards points a Member may earn is capped according to the Member's Card type and whether or not the Member has opted-in to Qantas Frequent Flyer Direct.

The following transactions are excluded from earning points: BPAY transactions, payments to the Australian Taxation Office unless made using a Business Awards card, balance transfers, cash advances (including a transaction treated by the Bank as a cash advance, for example, utility bills paid in person at a bank), purchases of foreign exchange, credit card insurance premiums, travellers cheques, interest charges, Qantas Frequent Flyer Direct fees, Bank fees, Card account payments, transactions deemed by the Bank to be for business purposes (excluding transactions on Business Awards, Business Gold Awards and Business Platinum Awards cards) and any other transactions which may from time to time be excluded by the Bank.

#### **Diamond Awards**

Diamond Awards Members may earn Awards points in accordance with the table below:

### Awards points cap: Earn a maximum of 1,000,000 Awards points per year

When you use your American Express Card:

- Earn 3 Awards points per \$1 spent overseas (including purchases made online at overseas websites) or at Higher Points Merchants in Australia.
- Earn 0.5 Awards points per \$1 spent everywhere else.

When you use your Mastercard or Visa Card:

• Earn 1.25 Awards points per \$1 spent.

#### **Platinum Awards**

Platinum Awards Members may earn Awards points in accordance with the table below:

Awards points cap:
Earn a maximum of 150,000 Awards points per year
(120,000 points per year if you have opted-in to Qantas
Frequent Flyer Direct)

When you use your American Express Card:

- Earn 2.5 Awards points per \$1 spent overseas (including purchases made online at overseas websites) or at Higher Points Merchants in Australia.
- Earn 0.5 Awards points per \$1 spent everywhere else.

When you use your Mastercard or Visa Card:

• Earn 1 Awards point per \$1 spent.

#### **Platinum Business Awards**

Platinum Business Awards Members may earn Awards points in accordance with the table below:

### Awards points cap: Earn a maximum of 300,000 Awards points per year

# When you use your American Express Card:

- Earn 3 Awards points per \$1 spent overseas (including purchases made online at overseas websites) or at Higher Points Merchants in Australia.
- Earn 0.5 Awards points per \$1 spent everywhere else.

# When you use your Mastercard Card:

• Earn 1 Awards point per \$1 spent.

#### Gold Awards\*

Gold Awards Members may earn Awards points in accordance with the table below:

# Awards points cap: Earn a maximum of 75,000 Awards points per year (60,000 points per year if you have opted-in to Qantas Frequent Flyer Direct)

# When you use your American Express Card:

- Earn 2 Awards points per \$1 spent overseas (including purchases made online at overseas websites) or at Higher Points Merchants in Australia.
- Earn 0.5 Awards points per \$1 spent everywhere else.

## When you use your Mastercard or Visa Card:

• Earn 1 Awards point per \$1 spent.

<sup>\*</sup> Gold Awards and Business Gold Awards cards are no longer available for sale from 23 March 2018.

#### Gold Business Awards\*

Gold Business Awards Members may earn Awards points in accordance with the table below:

### Awards points cap: Earn a maximum of 150,000 Awards points per year

# When you use your American Express Card:

- Earn 2 Awards points per \$1 spent overseas (including purchases made online at overseas websites) or at Higher Points Merchants in Australia.
- Earn 0.5 Awards points per \$1 spent everywhere else.

### When you use your Mastercard Card:

• Earn 1 Awards point per \$1 spent.

### **Awards**

Awards Members may earn Awards points in accordance with the table below:

# Awards points cap: Earn a maximum of 50,000 Awards points per year (30,000 points per year if you have opted-in to Qantas Frequent Flyer Direct)

# When you use your American Express Card:

- Earn 1.5 Awards points per \$1 spent overseas (including purchases made online at overseas websites) or at Higher Points Merchants in Australia.
- Earn 0.5 Awards points per \$1 spent everywhere else.

# When you use your Mastercard or Visa Card:

• Earn 1 Awards point per \$1 spent.

#### **Business Awards**

Business Awards Members may earn Awards points in accordance with the table below:

### Awards points cap: Earn a maximum of 60,000 Awards points per year

# When you use your American Express Card:

- Earn 1.5 Awards points per \$1 spent overseas (including purchases made online at overseas websites) or at Higher Points Merchants in Australia.
- Earn 0.5 Awards points per \$1 spent everywhere else.

# When you use your Mastercard Card:

• Earn 1 Awards point per \$1 spent.

The calculation of the maximum number of Awards points that a Member may earn in accordance with this clause is based on eligible transactions shown on the Member's Card account statements in the period commencing with the statement issued each January (or the first statement issued if the Member opened their Card account during the year) and ending with the statement issued the following December (inclusive). This is expressed as "points per year" in this clause. Awards points will cease to accrue when the relevant cap is reached.

- 19. There is no limit on the number of Bonus Points that may be earned by any Member. The calculation of Awards points earned in accordance with clause 18 is not affected or reset in the event any of a Member's cards are lost, stolen or re-issued.
- 20. The number of Bonus Points to be earned or accrued in respect of Card transactions will be specified in the Guide and other communications that the Bank may issue and may be varied by the Bank in its absolute discretion.
- 21. Points and Bonus Points may only be redeemed or accrued on an open and active Card account.
- 22. In the event that a Member terminates or cancels their Card account and, within 3 months of such termination

or cancellation, the Member opens a new eligible Card account, any accrued points and Bonus Points will be retained by the Member. Members who transfer their membership in this manner may continue to earn points provided they do not exceed the limit described in clause 18 that applies to the Card account to which their membership is now linked, irrespective of the number of points already earned in that calendar year.

- 23. Bonus Points only accrue to the account of a Member through certain transactions on the Member's Card account (or through certain other actions) as specified by the Bank from time to time.
- 24. When a Member obtains a refund or reimbursement for charges previously incurred (for example, for returned goods or services) a 'credit' is issued to the Member's Card account in the amount of the reimbursement granted. Such credits to a Member's Card account including, but not limited to, those arising from returned goods or services, Card theft and fraudulent use, will reduce the points accrued to the Member's account, in proportion to the dollar amounts adjusted to the Member's account.
- **25.** Points and Bonus Points accrued in the Program are not redeemable for cash and have no monetary value.
- 26. The Bank expressly reserves the right to establish additional means of accruing points and Bonus Points, to cancel any or all of the means recognised from time to time and to include or exclude specific types of transactions from the accrual of points or Bonus Points. Should any default be made by a Bonus Points provider, then the Bank shall be entitled to debit those accrued points against the Member's points account. The Bank will not be held responsible for any failure of a Bonus Points provider.
- 27. Each month, the Bank will update a Member's points and Bonus Points accrued, based on transactions for the previous period. The Bank's calculation of points earned per calendar year in accordance with clause 18 will be based on these monthly updates of transactions for the previous period.

### **Claiming Awards**

- 28. In the Bank's sole discretion, a Member's Card account must not be in arrears, suspension or default to obtain an Award.
- 29. Information regarding a Member's points may be obtained by Additional Cardholders. Awards may be claimed by the Member or Additional Cardholder on the Member's behalf and must be claimed personally (subject to clause 46). Other person/s may only claim Awards with written authority from the Member. If a Member has given a third party NetBank access, that person is deemed to have written authority to make Online Redemptions. To claim an Award, a Member must have accrued the required number of points in his or her points account.
- 30. After accruing the required number of points, a Member may, subject to the time limits for redemption, claim an Award from the then current Guide in accordance with the Guide and these terms and conditions or any other communications issued from time to time by the Bank. Alternatively, a Member may opt to accrue further points towards a higher value Award or multiple Awards.
- 31. The Bank may, from time to time, at its sole discretion, allow a Member to claim an Award with a combination of cash and a reduced number of points. This is referred to as Points Plus Pay.
- **32.** Points redeemed will be deducted from a Member's points account and the adjustment will be reflected in the next Points Statement.
- **33.** Subject to clause 31, Awards may not be redeemed for cash and, except as set out in the Commonwealth Bank Mastercard Gift Card terms and conditions in relations to expired cards, Awards cannot be returned for points to a Member's account or returned for any other consideration.
- 34. The Bank makes no warranties or representations, either expressed or implied, and expressly disclaims any and all liabilities (including for consequential damages) with respect to type, quality, standard, fitness or suitability for any purpose of Awards provided under the Program.

Warranty claims should be directed to the manufacturer or service provider in accordance with their warranty information (if applicable). Where the Bank supplies services to a Member as a consumer under consumer protection laws those services come with non-excludable warranties. If the Bank breaches any of those warranties a Member may be entitled to compensation. Where the Member is not a consumer under consumer protection laws the Bank's liability for loss or damage is limited to re-supplying the service to the Member or paying the costs of having the service resupplied to the Member. Where the Member is a consumer under consumer protection laws the Bank's liability is limited in this way only to the extent permitted by those laws.

- 35. All Awards are subject to availability and substitutions may be necessary. Special conditions may apply in relation to individual Awards including, but not limited to, Travel Rewards, and all Awards are subject to the terms upon which a supplier of an Award makes the Award available, in addition to these Program terms and conditions. Please refer to the CommBank Awards website (accessed via NetBank or the CommBank app) or call the CommBank Awards Service Centre on 13 16 61 for Partner Terms and Conditions.
- **36.** Unless the Bank agrees to send an Award by express post, or a Member redeems the express post Award, Members should allow 10 working days for delivery of Awards. Express post is not available on merchandise items.
- 37. Unless the terms of a particular Award provide otherwise, all Awards in the form of vouchers, cards or certificates must be used by any expiry date shown on the voucher, card or certificate/s.
- 38. Points redeemed for Awards will be deducted from a Member's account at the time of redemption. Except for Award vouchers, once a request for an Award has been placed, it cannot be amended or exchanged for a different Award, except with the Bank's agreement and with a fee to be paid in CommBank Awards points,

reimbursing the Bank for its costs of processing the amended request. Award vouchers (Award certificates, gift cards and gift vouchers) may be exchanged or amended, provided in the Bank's reasonable opinion they are unused and in new and undamaged condition. Merchandise Awards, Awards directly fulfilled by Awards partners and redemptions of CommBank Awards points for Airline Reward Points cannot normally be exchanged by the Bank.

- 39. Unless the terms of a particular Award otherwise allow, Awards will be issued to the Member only, are not transferable and will be mailed to the address last notified by a Member to the Bank (subject to clause 46). Awards can only be mailed to destinations within Australia.
- 40. Awards and Award certificates (including, but not limited to, vouchers, gift vouchers, instant travel rewards, giftcards and tokens) cannot be replaced if lost, stolen or otherwise destroyed.
- 41. The Bank at any time and in its sole discretion, and without prior notice to Members, may withdraw, limit, modify, cancel or increase the continued availability of an Award or the number of points required to obtain a particular Award.
- **42.** The Bank has entered into arrangements with the various parties supplying Awards. If a supplier refuses to provide a Member with a particular Award or refuses to accept an Award certificate, the Member will contact the Bank to assist in the resolution of any such dispute.
- 43. The Bank does not accept any liability with respect to death, injury or any consequential loss arising from the supply of an Award or from the loss, theft or destruction of an Award or Award certificate (including, but not limited to, vouchers, gift vouchers, instant Travel Rewards, giftcards and tokens).
- **44.** Every effort will be made by the Bank to ensure that the information provided in a Guide, or any other

communication in relation to the Program, is correct. However, the Bank accepts no responsibility for any inaccuracy or misdescription contained therein. As the Awards offered in an Awards Guide may change from time to time, a Member should always contact the Bank's CommBank Awards Service Centre (as advised from time to time by the Bank) or go to the Bank's online Awards website (accessed via NetBank or the CommBank app) to ensure that the Award is current.

- 45. Any taxation liability (including any GST that may be payable) or any other government charge or reporting requirement in connection with the receipt of an Award is the sole responsibility of a Member. The Member can use some or all of the value of an Award to meet his or her responsibility for GST payable on purchases of goods or services. The Bank offers no advice to, and accepts no taxation liability of, Members arising from or in connection with the Program.
- 46. To obtain an Award, a Member must follow the directions advised by the Bank in a Guide and (for Online Redemptions) the Bank's online Awards website (accessed via NetBank or the CommBank app) from time to time. A Guide will advise if an Award is not available for redemption through the Awards website.
- 47. In the event of the death of a Member, any request by the beneficiary, Additional Cardholder, spouse or immediate family wishing to claim or use points remaining in the account must be notified in writing to the Bank's CommBank Awards Service Centre within 6 months of the date of death.

### Resolution of disputes

- 48. Any alleged discrepancy in relation to a Points Statement (including the balance of points or a redemption shown on the Points Statement) must be notified in writing by a Member to the Bank's CommBank Awards Service Centre within 3 months of the issue of the Points Statement, together with a legible copy of the relevant Card record of charge, a purchase receipt (if the redemption was made directly at a Partner) and a copy of the relevant Points Statement in question. The Bank reserves the right to adjust the Points Statement retrospectively in the event of incorrect entries to the Points Statement, whether due to the Bank's error or otherwise.
- **49.** All questions regarding eligibility for the Program or the eligibility of points for accrual or redemption which arise in connection with a Member's participation in the Program will be resolved by the Bank in its sole discretion.

The following Awards terms and conditions apply to Awards offered by the Commonwealth Bank Group or in conjunction with participating airlines.

### Airline Rewards

- 1. CommBank Awards Member must be a member of the relevant Airline Reward Program in order to redeem Awards points in the CommBank Awards Program for Airline Reward Points. Membership of the relevant Airline Reward Program is subject to the terms and conditions of the Airline Reward Program. A joining fee may apply. Members of CommBank Awards do not automatically qualify for membership of the relevant Airline Reward Program.
- 2. Airline Rewards Points only apply in respect of the Member's Airline Reward Program account. CommBank Awards points cannot be redeemed for Airline Reward Points in any other name, including an Airline Reward Program account in the name of an additional cardholder.
- 3. You must have earned a minimum number of CommBank Awards points before you can convert them to Airline Rewards Points and you may only convert CommBank Awards points to Airline Rewards Points in set minimum increments. For full details refer to Partner Terms and Conditions available on the CommBank Awards website or call the CommBank Awards Service Centre. Only whole points can be converted to Airline Rewards.
- 4. The number of points required to redeem one Airline Reward Point may vary by Airline Reward Program. This rate is set by the Bank at its sole discretion and is subject to change from time to time. Any changes to this rate will be notified to you in accordance with clause 2 of the General Terms and Conditions. For current conversion rates refer to Partner Terms and Conditions available on the CommBank Awards website or call the CommBank Awards Service Centre.
- 5. Points will normally be available in the Member's Airline Reward Program account within 3 days of being redeemed. However, the Bank accepts no responsibility for any consequential loss or damage if points are not available within this time.

- 6. Once Awards points have been redeemed for Airline Rewards Points, they are governed by the terms and conditions of the relevant Airline Rewards Program and cannot be converted back to CommBank Awards points or redeemed under the CommBank Awards Program.
- 7. The Bank is not liable if, once a Member redeems Awards points for Airline Rewards Points or a Member redeems Airline Rewards Points in the Airline Rewards Program, the Member is unable to use the Airline Rewards Points as they expected.
- 8. These terms are subject to change at the Bank's discretion.

### Award certificates, gift cards and gift vouchers

- **1.** Award certificates, gift cards and gift vouchers are not redeemable or exchangeable for cash or travellers cheques.
- **2.** Unless stated otherwise, redemptions do not earn CommBank Awards points.
- Please allow 10 working days to receive Award certificates, physical gift cards and gift vouchers. Please allow 1 hour for delivery of digital gift cards.
- 4. Award certificates, gift cards and gift vouchers will be accepted for return provided in the Bank's sole judgement they are unused and in new and undamaged condition.

#### Cash back

- Awards points redeemed and funds credited to a Member's CommBank Awards credit card under the cash back Award are non-refundable.
- 2. A minimum points redemption applies. Please refer to the CommBank Awards website for the current redemption rate.
- 3. The number of Awards points required to obtain a cash back Award is subject to change at any time without notice.
- **4.** Upon redemption of this Award, points will be deducted from the Member's CommBank Awards points account and funds credited to the Member's CommBank Awards credit card within 10 working days.

- **5.** Funds credited to a Member's CommBank Awards credit card under the cash back Award will not contribute to any minimum monthly payment due.
- **6.** Funds may only be credited to the Member's CommBank Awards credit card from which the points were earned.
- Member's CommBank Awards credit card must be open and active.

### Charities

The Bank does not receive any additional deductions as a result of payments to charities under the Program and there are no benefits in relation to such payments which the Bank can pass on to Members. Members should seek their own financial advice in relation to these payments. For a complete list of charities, please refer to the CommBank Awards website.

### Comminsure - Insurance premium rebate

- The Award is available on CommInsure Home Insurance and CommInsure Car Insurance policies where the Member is a policyholder.
- The Award is available to new policies and renewing policies and must be redeemed within one month of the policy's commencement date or the policy's renewal effective date.
- The Award is applied to the total premium. Any amount in respect of the total premium which is payable on the policy which is in excess of the amount of the Award is to be paid by the Member. If the total premium on the policy is less than the amount of the Award, the Award applicable is the total premium with any excess Award forfeited.
- The Award can only be redeemed once per policy per period of insurance.
- The Member's application for insurance is subject to acceptance by Commlnsure, according to its usual underwriting criteria.
- The Member must call the Commonwealth Awards Service Centre to redeem the Award and provide their CommInsure policy number at the time of redeeming the Award. The Award is not available for online redemption.

 Where policy is cancelled (including during the cooling off period) or lapsed and an Award has been redeemed and applied to their policy, any applicable refund in premium will be provided by CommInsure including the value of any unused portion of the Award.

# Commonwealth Bank credit card annual fee rebate and Additional Cardholder fee rebate

- **1.** This Award is available only on a Card account linked to the Member's CommBank Awards account.
- 2. This Award can only be applied to one annual fee and one Additional Cardholder fee in a 12-month period and can only be claimed within 3 months of the fee being charged to the Member's Card account.
- This Award can only be claimed once the fee has appeared on the Member's credit card statement.

#### Commonwealth Bank Mastercard Gift Card

- Commonwealth Bank Mastercard Gift Cards will be mailed to the Member at the address last notified by the Member to the Bank or can be sent to a nominated address as advised to the CommBank Awards Service Centre by the Member at time of redemption.
- Cards are denominated in Australian dollars and can be used for purchases wherever Mastercard prepaid cards are accepted. When using a card at merchant terminals, use the 'credit' option.
- 3. Cards are not reloadable and cannot be redeemed for monetary value. Cards cannot be used after the expiry date shown on the front of the card. Cards should be treated like cash. Lost or stolen cards will not be replaced and any unused balance is forfeited. There is no means of reporting the loss, theft or misuse of a card or breach of a Personal Access Code.
- **4.** Cash withdrawals (including cash out) are not available using a card. Cards cannot be used for:
  - a. purchases from merchants where the transaction is processed manually using an imprinter ('click-clack' machine);

- cash withdrawals over-the-counter at financial institutions or cash withdrawals or transfers using an automatic teller machine;
- c. purchases or cash withdrawals using EFTPOS; and
- d. direct debit, recurring and instalment payments.
- 5. This Award can only be redeemed through the CommBank Awards centre or website, not through the Commonwealth Bank Mastercard Gift Card Call Centre or website.
- 6. The total number of points redeemed for this award include points for a card issuance fee. When redeemed via the CommBank Awards Service Centre (not online), points may also be redeemed for express postage at the Member's option.
- 7. Fees apply for phone and messaging services. Foreign currency transactions are subject to additional fees.
- 8. For cards issued after 20 March 2013, a Member has 6 months from the card's expiry date to claim any unused funds before they are forfeited. Any reimbursed funds will be credited to the Member's CommBank Awards account in the form of points less a 1,400 point administration fee.
- For full terms and conditions of the Commonwealth Bank Mastercard Gift Card please refer to the Commonwealth Bank prepaid website commonwealthbank.com.au/prepaid

#### Commonwealth Bank merchandise Awards

- Some Commonwealth Bank merchandise Awards will require a daytime phone number and delivery address, and proof of receipt will be required. The Bank is unable to confirm a time or day of the week for delivery of any Commonwealth Bank merchandise Awards.
- 2. The Bank may at any time and without notice withdraw any Commonwealth Bank merchandise Award. In the event of a particular Commonwealth Bank merchandise Award being unavailable, the Bank reserves the right to substitute a product of comparable value and functionality.

- 3. Should a Commonwealth Bank merchandise Award arrive damaged or faulty, the Member should notify the CommBank Awards Service Centre no later than one week from receipt of the damaged or faulty item, giving full details including the name of the carrier.
- **4.** All goods are covered by manufacturer warranties and you should contact the manufacturer about any problems. (Details as per the warranty card delivered with the goods.)
- A Member has 3 months from time of purchase to raise any dispute regarding a Commonwealth Bank merchandise Award item.
- **6.** The CommBank Awards Service Centre will thoroughly examine the item before any replacement or refund is made.
- Items will not be accepted for return or exchange if Members change their mind.

### Points Plus Pay

- Points Plus Pay is available on selected Awards. Details of any Points Plus Pay Awards will be in the CommBank Awards Guide and/or on the CommBank Awards website.
- 2. Should a Member use their CommBank Awards credit card for the 'pay' component of a Points Plus Pay Award, the Member will earn Points on each dollar spent as advertised in the CommBank Awards Guide and/or on the CommBank Awards website.
- The terms and conditions of CommBank Awards, as applicable, apply to any Award redeemed using Points Plus Pay.

### **Qantas Frequent Flyer Direct**

- 1. A CommBank Awards Member must be a member of the Qantas Frequent Flyer program in order to redeem Awards points in the CommBank Awards Program for Qantas Frequent Flyer points using Qantas Frequent Flyer Direct. The Member's Qantas Frequent Flyer account name must be identical to their CommBank Awards credit card account to be eligible for Qantas Frequent Flyer Direct. Membership of the Qantas Frequent Flyer program is available only to individuals and is subject to the terms and conditions of the Qantas Frequent Flyer program. A joining fee applies. Members of CommBank Awards do not automatically qualify for membership of the Qantas Frequent Flyer program. To opt in customers can visit the Awards website Redeem Travel page or call 13 1661.
- 2. Members must opt-in to Qantas Frequent Flyer Direct if they wish to redeem their CommBank Awards points for Qantas Frequent Flyer points using Qantas Frequent Flyer Direct. Once a Member has opted-in to Qantas Frequent Flyer Direct, all CommBank Awards points earned will be automatically redeemed for Qantas Frequent Flyer points and transferred monthly to the Member's Qantas Frequent Flyer account. Members who have opted-in to Qantas Frequent Flyer Direct cannot redeem CommBank Awards points for other Awards in the CommBank Awards Program.
- Members may opt-in and opt-out of Qantas Frequent Flyer Direct at any time. Additional Cardholders cannot opt-in or opt-out of Qantas Frequent Flyer Direct.
- 4. When a Member opts-in to Qantas Frequent Flyer Direct, any CommBank Awards points earned in the current statement period of their CommBank Awards credit card and in future statement periods will be automatically redeemed for Qantas Frequent Flyer points at the applicable conversion rate. This rate is set by the Bank at its sole discretion and is subject to change from time to time. Any changes to this rate will be notified to you in accordance with clause 2 of the General Terms and Conditions. For the current conversion rates refer to Partner Terms and Conditions available on the CommBank Awards website or call the CommBank Awards Service Centre.

- 5. Any points redeemed for Qantas Frequent Flyer points under Qantas Frequent Flyer Direct will be automatically transferred to the Member's Qantas Frequent Flyer account at the end of the relevant statement period. Points will normally be available in the Member's Qantas Frequent Flyer account within 3 days of being transferred by the Bank. However, the Bank accepts no responsibility for any consequential loss or damage if points are not transferred within this time.
- 6. The Member's Qantas Frequent Flyer account must be active and the account name must be identical to their CommBank Awards credit card account name for points to be transferred automatically to the Member's Qantas Frequent Flyer account. If points cannot be transferred because the Member's name is not identical to the name of their Qantas Frequent Flyer account, or their Qantas Frequent Flyer Membership Number or status is invalid, automatic redemptions will cease until the Member has provided the CommBank Awards Service Centre a valid Qantas Frequent Flyer number or arranged for the account names to be identical and notified the CommBank Awards Service Centre.
- 7. When a Member opts-out of Qantas Frequent Flyer Direct, points earned in the current statement period will, at the Bank's discretion, either be transferred to Qantas Frequent Flyer points or be made available for other Awards.
- 8. Members who elect to opt-in to Qantas Frequent Flyer Direct cannot redeem accrued CommBank Awards points for Qantas Frequent Flyer points except in accordance with clause 9. Accrued points will remain available to be redeemed for any other current Awards.
- 9. New Members who opt-in to Qantas Frequent Flyer Direct within 3 months of being enrolled in CommBank Awards can elect to redeem any accrued CommBank Award points for Qantas Frequent Flyer points in accordance with these terms and conditions.

- 10. An opt-in fee is charged each time a Member opts-in to Qantas Frequent Flyer Direct and on or about the anniversary of that date in each subsequent year while the Member's opt-in to Qantas Frequent Flyer Direct remains current. The fee will be charged automatically to the Member's CommBank Awards credit card. The opt-in fee is non-refundable. The opt-in fee will be advised to you no later than at the time of opt-in and is subject to change at the Bank's discretion. For the current opt-in fee refer to Partner Terms and Conditions available on the CommBank Awards website or call the CommBank Awards Service. The opt-in fee is excluded from earning points.
- 11. Qantas Frequent Flyer Direct only applies to the Member's Qantas Frequent Flyer account. CommBank Awards points cannot be redeemed for Qantas Frequent Flyer points and transferred to a Qantas Frequent Flyer account in any other name, including a Qantas Frequent Flyer account in the name of an additional cardholder.
- 12. Once CommBank Awards points have been redeemed for Qantas Frequent Flyer points, they are governed by the terms and conditions of the Qantas Frequent Flyer program and cannot be converted back to CommBank Awards points or redeemed under the CommBank Awards Program.
- 13. The Bank is not liable if, once a Member redeems Awards points for Qantas Frequent Flyer points or a Member redeems Qantas Frequent Flyer points in the Qantas Frequent Flyer program, the Member is unable to use the Qantas Frequent Flyer points as they expected.
- 14. If a Member who has multiple CommBank Awards credit cards linked to a single awards membership number opts-in to Qantas Frequent Flyer Direct all points earned on all their CommBank Awards credit cards will be redeemed for Qantas Frequent Flyer points and transferred to their Qantas Frequent Flyer account as provided in these terms and conditions.

**15.** These terms are subject to change at the Bank's discretion.

### **Travel Rewards**

1. Members may redeem points for travel in accordance with the terms and conditions of any travel rewards Partner which joins the Program. All bookings made through a travel rewards Partner are subject to that Partner's Terms and Conditions, including, if applicable, cancellations and amendment fees. All bookings are also subject to any CommBank Awards Terms and Conditions. For further details refer to Partner Terms and Conditions available on the CommBank Awards website or call the CommBank Awards Service Centre.

## Complaints and contact information

#### How to contact us

For any CommBank Awards enquiries, e.g. points balance, CommBank Awards password, statement information, Awards enquiries or to redeem points for Awards, you can contact us via:

- CommBank Awards Service Centre
   Telephone: 13 16 61 from 8 am to 8 pm
   (Sydney/Melbourne time), Monday to Friday
- our website commbank.com.au/contactus/comment.asp
- CommBank Awards Feedback

Write to:

CommBank Awards GPO Box 2674

Sydney NSW 2001

### What should you do if you have a complaint?

Please contact your Relationship Manager or call **13 22 21** and explain the problem.

Our staff will review the situation and, if possible, resolve it immediately. If the matter has not been resolved to your satisfaction, please contact our Customer Relations team via:

- our website commbank.com.au/contactus/comment.asp
- telephone 1800 805 605\*
- facsimile 1800 028 542 or
- writing to:

Customer Relations Commonwealth Bank Reply Paid 41 Sydney NSW 2001

If, after giving us the opportunity to resolve your complaint, you feel we have not resolved it satisfactorily, you may also lodge a complaint with the Financial Ombudsman Service at:

- GPO Box 3 Melbourne VIC 3001
- telephone 03 9613 7366 or 1300 780 808
- facsimile 03 9613 6399
- website www.fos.org.au

<sup>\*</sup> A free call unless from a mobile phone, in which case it will be charged at the applicable mobile rate.

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