

Rewarder Loyalty Program Conditions of Use

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QPCU Limited T/A QBANK

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REWARDER LOYALTY PROGRAM

This booklet provides information on QBANK's Rewarder Loyalty Program. Please read the Terms and Conditions before you use your Rewarder Card.

APPLICATION OF INDUSTRY CODES

QBANK subscribes to a number of industry codes. This is aimed at ensuring that our members are treated fairly. The provisions of the ePayments Code and the Customer Owned Banking Code of Practice are particularly relevant to the Rewarder Loyalty Program and the use of your Rewarder Card. You may obtain a copy of these codes by contacting QBANK.

COMMISSION

QBANK does not receive commission when a Rewarder Cardholder uses the Rewarder Loyalty Card.

DISPUTE RESOLUTION

QBANK operates a dispute resolution system. If you wish to make a complaint concerning your Rewarder Loyalty Card, you should contact QBANK on 13 77 28 within normal business hours. If the matter is not resolved to your satisfaction, you will be provided with the opportunity of contacting the Dispute Resolution Officer, who will conduct an independent investigation of your complaint. If you remain dissatisfied you are entitled to take the matter to an external ombudsman service. Please see Section 23 for further details.

PRIVACY NOTICE

Your personal information will be treated strictly in accordance with QBANK's Privacy Notice, the latest version of which is available at qbank.com.au or upon request. Please contact QBANK if you wish to request a copy of the Privacy Notice.

FURTHER INFORMATION

If you require any further information, please contact QBANK as follows:

In Person:	Level 1, 231 North Quay Brisbane, QLD, 4000
By Mail:	PO Box 13003 George Street, QLD, 4003
Phone:	13 77 28 International: + 61 7 3008 4444
Fax:	07 3236 2194
Email:	info@qbank.com.au

REWARDER LOYALTY PROGRAM TERMS AND CONDITIONS

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 QBANK's offer to you to become a member of Rewarder. QBANK has the right to accept or reject any application for you to become a member of Rewarder.

The first time that you use your Rewarder Loyalty Card, will be taken to signify your understanding and acceptance of these Terms and Conditions.

1.3 Either:

- the activation of your Rewarder Loyalty Card (if required by your Financial Institution); 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 QBANK'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 the terms of these Terms and Conditions, do not activate your Rewarder Loyalty Card (if activation is required by your Financial Institution) or use it. Instead, return your Rewarder Loyalty Card to your Financial Institution (cut in half 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 QBANK BEFORE using your Rewarder Loyalty Card. Alternatively seek independent advice from your accountant or lawyer.

- 2.2 QBANK 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 QBANK 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 Condition, 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 QBANK.
- 2.7 Words that are capitalised are defined in section 32.

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 QBANK charges an annual fee for your Rewarder Card. Please refer to QBANK's Schedule of Fees and Charges for current applicable fees.
- 4.2 QBANK may change the amount of the Annual Fee by giving you notice in accordance with section 12.

QBANK 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.
- 4.3 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 or an additional cardholder use the Bluey Rewarder Credit Card ("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 QBANK 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 QBANK does so, QBANK will make the Special Promotion available on such terms and conditions as QBANK 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 Month reaches the Monthly Loyalty Points Cap (until the commencement of the next Membership Month);
- if QBANK undertakes an assessment and it is determined that you or any additional cardholder has 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 QBANK 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 QBANK 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 QBANK 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 QBANK.

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 Loyalty Point redeemed will be at the value of two-thirds of one cent (0.667 cents). This equates to \$1 of rewarder points for every \$150 of Eligible Transactions on your Bluey Rewarder Credit Card.
- 7.4 Loyalty Points may not be redeemed for cash.
- 7.5 You must not permit any other person (including your additional cardholder that is attached to your Credit Card Account) 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. QBANK may, at its discretion, issue two Rewarder Loyalty Cards connected to a single joint Credit Card Account. See Section 31 for more details.

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 Loyalty Points do not currently expire, however QBANK retains the right to introduce expiry on Loyalty Points, providing you with notice where required under law or under these terms and conditions.

10. TERMINATING YOUR REWARDER MEMBERSHIP AND REWARDER LOYALTY CARD

10.1 QBANK may:

- (1) 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:
 - (i) for security reasons where your Rewarder Loyalty Card has been or is reasonably suspected by QBANK to have been compromised and such compromise has been caused directly by you or any other third party as a result of your conduct;
 - (ii) 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 QBANK requesting you to remedy the default;
 - (iii) if your Credit Card Account is in arrears for more than 60 days;
 - (iv) if you close your Credit Card Account;
 - (v) if you cease to be a member of QBANK; or
 - (vi) if you alter the authorities governing the use of your Credit Card Account (unless QBANK agrees otherwise); or

- (2) capture the Rewarder Loyalty Card at any Electronic Banking Terminal.

In these circumstances, QBANK 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 QBANK notice. In these circumstances you must either return your Rewarder Loyalty Card to QBANK (cut in half 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 QBANK to confirm cancellation of your Rewarder Loyalty Card. Once you have provided QBANK with notice of cancellation, QBANK will cancel your Rewarder Loyalty Card and your membership of Rewarder. In these circumstances, any Loyalty Points that you have accrued will expire. QBANK strongly recommends that prior to cancellation that you redeem and use your Loyalty Points to avoid unintended loss of accrued Loyalty Points.

10.3 QBANK 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 these Terms and Conditions; and
- QBANK 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 QBANK provided to you.

QBANK, 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 QBANK in accordance with section 10.1 is referred to as the Cancellation Date.

11.3 Where practical to do so, QBANK 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 QBANK will make reasonable attempts to contact you to either (at QBANK'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. QBANK 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 approvals are in place or if a transaction is processed manually. If you use your Rewarder Loyalty Card after the Cancellation Date, then you will be liable to QBANK for the value of any transaction that is made in these circumstances as well as any reasonable costs incurred by QBANK in collecting the amounts owing. Any such amounts are immediately due and owing upon demand by QBANK and you authorise QBANK to debit these amounts from your Credit Card account (which will increase the balance owing to QBANK). If you consider that QBANK has incorrectly charged you with these amounts, you may dispute this by contacting QBANK in accordance with section 23.

12. CHANGES TO THESE TERMS AND CONDITIONS OR REWARDER

12.1 QBANK 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 QBANK 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 QBANK 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 QBANK 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 QBANK'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, QBANK 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 QBANK 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 QBANK makes to these Terms and Conditions, you must contact QBANK 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 QBANK 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 QBANK 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 QBANK may notify you of changes either through:

- a letter to your last known address;
- notices on, or sent with account statements (including online statements);

- notices on Electronic Banking Terminals or in branches; or
- press advertisements; or
- a notice on QBANK's website.

In addition, in the last three cases, QBANK 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 QBANK will use its reasonable endeavours to ensure that details of your balances are up to date on the Rewarder website. However, transactional information that QBANK gives you by the Rewarder website may not have been processed to your Rewarder Loyalty Card account at the time QBANK 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 QBANK.
- 13.5 You may request a copy of your Rewarder Loyalty Card account statement at any time. You should check with your QBANK 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. Therefore, we 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 QBANK or by calling the telephone number advised to you by QBANK 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 for a list of circumstances where you may be held to be liable for loss caused by unauthorised transactions. Any liability for losses resulting from unauthorised transactions will be determined in accordance with section 22, 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 QBANK.

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

QBANK 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. You can find a copy of the Code on ASIC's website (www.asic.gov.au).

The provisions of any industry code of practice such as the Customer Owned Banking Code of Practice may also apply to the use of your Rewarder Loyalty Card.

If you would like to know which industry codes of practice apply to the use of your Rewarder Loyalty Card or you would like to obtain a copy of any relevant code, you should contact QBANK.

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 QBANK directly in business hours on 13 77 28; or
- by telephoning Rewarder Loyalty Card Customer Contact Centre on 1800 621 199 after hours.

If for any reason the above methods of notification are unavailable, any losses occurring due to non-notification will be the liability of QBANK. 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 QBANK or contact the phone number advised to you by QBANK (if relevant), QBANK 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 QBANK.

By being a member of Rewarder, QBANK 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 QBANK 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, QBANK 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.

QBANK 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 QBANK 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, QBANK will investigate and review that transaction in accordance with section 22 of these Terms and Conditions.

QBANK 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, QBANK has the ability in certain circumstances to investigate disputed transactions on your behalf (refer to section 23 below for a list of circumstances when QBANK 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 QBANK:

- 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 QBANK imposes a temporary minimum or maximum limit, QBANK 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 QBANK imposes a new permanent minimum or maximum transaction limit, QBANK 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 QBANK before they can proceed. In these circumstances, prior to the transaction being completed, the relevant merchant's financial institution will obtain authorisation from QBANK 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 QBANK 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.

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

- QBANK 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, QBANK 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

QBANK 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 QBANK before the expiry date of your current Rewarder Loyalty Card. You must give QBANK a reasonable time to arrange cancellation of the issue of a replacement Rewarder Loyalty Card.

QBANK may issue a new Rewarder Loyalty Card to you at any time. All reissued cards are subject to these Terms and Conditions. QBANK 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 QBANK 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 any unauthorised use of your Rewarder Loyalty Card and QBANK 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) QBANK;
 - (ii) employees or agents of QBANK;
 - (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 QBANK 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), QBANK 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:
- (a) voluntarily disclosed your PIN to anyone, including a family member or friend;
 - (b) voluntarily allowed someone else to observe you entering your PIN into an Electronic Banking Terminal;
 - (c) wrote or indicated your PIN on your Rewarder Loyalty Card;
 - (d) 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;
 - (e) allowed anyone else to use your Rewarder Loyalty Card; or

- (f) 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 QBANK 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 QBANK).
- (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; and
 - (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 QBANK);
 - (b) your unused portion of your Loyalty Points;
 - (c) the actual loss at the time QBANK 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 QBANK).
- (7) In assessing your liability under this section 22:
- (a) QBANK 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 QBANK 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 QBANK's resolution process, you should contact QBANK and request that QBANK 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. DISPUTE RESOLUTION / RESOLVING ERRORS ON YOUR ACCOUNT STATEMENT

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 QBANK as explained in section 17. As soon as possible, you must also provide QBANK 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 QBANK.

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 QBANK.

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, your Financial Institution 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 QBANK 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, QBANK 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 QBANK investigates the relevant transaction under the relevant card scheme rules that apply.

If QBANK 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.

Where you are not satisfied with the outcome of your complaint or dispute, you have the right to contact QBANK's External Dispute Resolution Scheme.

QBANK is a member of the following External Dispute Resolution Scheme:

Australian Financial Complaints Authority (AFCA)
GPO Box 3
Melbourne VIC 3001
Telephone: 1800 931 678
Website: www.afca.org.au

When QBANK 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;
- advise you of any adjustments it has made to your Rewarder Loyalty Card account; and
- advise you of your ability to refer the matter to QBANK's Dispute Resolution Officer, and ultimately to the Ombudsman Service referred to above.

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

You may wish to dispute a transaction in circumstances where:

- the transaction is not recognised by you;
- you did not authorise the transaction;
- you did not receive the goods or services to which the transaction relates;
- the transaction amount differs to the purchase amount;
or
- you believe a transaction has been duplicated.

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, QBANK 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 QBANK 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 QBANK 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. QBANK may charge you a reasonable fee for providing a statement to you.

26. FEES AND CHARGES

QBANK may reduce the number of Loyalty Points awarded by the amount of any fees or charges QBANK 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, QBANK may debit those fees and charges from the Credit Card Account (which will increase the balance owing to QBANK).

QBANK reserves the right to charge a fee for any transaction at an Electronic Banking Terminal or for issuing additional or replacement cards. QBANK 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 or transact using your Rewarder Loyalty Card for any other types of fees. QBANK will advise you of those fees in writing prior to charging you the fee.

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

QBANK publishes currently applicable fees and charges in its Schedule of Fees and Charges, available on the website or upon request.

27. GOVERNMENT FEES AND CHARGES

QBANK 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. QBANK 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 QBANK 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. QBANK 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 more fair dispute resolution procedures than QBANK. If QBANK 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 QBANK. If QBANK assigns these Terms and Conditions, QBANK 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 QBANK 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 QBANK all information reasonably requested by QBANK in order for QBANK 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;
- QBANK may be legally required to disclose information about you to regulatory and/or law enforcement agencies;
- QBANK may block, delay, freeze or refuse any transactions where QBANK 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 QBANK in accordance with this section 29, you agree that QBANK is not liable for any loss suffered by it, you or other third parties arising directly or indirectly as a result of QBANK taking this action; and
- where relevant, QBANK 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

QBANK 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 QBANK disclosing your personal information to any of the third parties referred to above.

31. ADDITIONAL REWARDER CARDS

- (1) You may apply to QBANK to issue an additional Rewarder Card to an additional Rewarder Cardholder.
- (2) You will be liable for all transactions carried out by any additional Rewarder Cardholder on an additional Rewarder Card.
- (3) The additional Rewarder Cardholder's use of the additional Rewarder Card is governed by these Terms and Conditions. It is your responsibility to ensure each additional Rewarder Cardholder is aware of these Terms and Conditions and agrees to be bound by them.
- (4) You authorise QBANK to give to any additional Rewarder Cardholder information about your Rewarder Loyalty Program Account for the purposes of their use of the additional Rewarder Card. You also authorise QBANK to act on the instructions of the additional Rewarder Cardholder in relation to your Rewarder Loyalty Program Account as if the additional Rewarder Cardholder were the Rewarder Account Holder, except where these Terms and Conditions provide otherwise.
- (5) You are responsible for the use of the additional Rewarder Card and all transactions made by the additional Rewarder Cardholder, including any charges, until the additional Rewarder Card is returned to QBANK.
- (6) You may request QBANK to cancel an additional Rewarder Card by:

- (i) cutting it diagonally in half, returning the pieces to QBANK and requesting in writing that QBANK cancels the additional Rewarder Card; or
 - (ii) informing QBANK by telephone that you have destroyed the additional Rewarder Card and disposed of the pieces securely. If you do this, you must then write to QBANK confirming cancellation of the additional Rewarder Card.
- (7) Except where these Terms and Conditions otherwise provide, an additional Rewarder Card which is cancelled by QBANK is permanently deactivated and any authorisations and linkages between this additional Rewarder Card and the Rewarder Loyalty Program Account and/or the Rewarder Loyalty Program may be permanently terminated. If the Rewarder Account Holder wishes the holder of a cancelled Rewarder Card to be able to transact again on the Rewarder Loyalty Program Account, the Rewarder Account Holder will need to re-apply to QBANK for another additional Rewarder Card.
- (8) Alternatively, you may contact QBANK and request a “stop” on any additional Rewarder Card attached to your Rewarder Loyalty Program Account. Please note that a stopped additional Rewarder Card may not always be effective in preventing any further transactions being made by the relevant additional Rewarder Cardholder as the additional Rewarder Card may still be able to be used in some circumstances and you will be responsible for any transactions made.

You are able to request QBANK to remove a “stop” on an additional Rewarder Card, which QBANK may in its sole and absolute discretion agree to do on any terms and conditions it feels appropriate.

32. DEFINITIONS

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

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

Credit Card means the VISA Credit Card issued to you by QBANK which you use to obtain access to your Credit Card Account.

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

Credit Contract means the agreement between you and QBANK for the provision of your Credit Card and 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 or QBANK fees or charges, interest payable on your Credit Card Account, cash advances, disputed transactions, transactions wholly or partly for a business purpose, corporate cheques, balance transfers, payment reversals, refunds and reimbursements and bill payments made through BPAY or any other electronic scheme). QBANK may, at its discretion, exclude transactions where your Rewarder Card was used as a debit card.

Floor Limit means the amount above which a payment using an Electronic Banking Terminal requires QBANK approval in order for the transaction to be processed.

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.

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

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

QBANK means the QPCU Limited T/A QBANK, ABN 79 087 651 036, Australian Financial Services Licence / Australian Credit Licence Number 241413.

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

Rewarder Loyalty Card means the card branded 'Rewarder' which is issued by QBANK 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 QBANK 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 the Financial Institution and has been issued with a Rewarder Loyalty Card.

33. INTERPRETATION

For the purposes of these Terms and Conditions "day" means a 24 hour period commencing at midnight Eastern Standard Time, the local time in Brisbane.

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.

This agreement is governed by the Laws of Queensland and the parties to these Terms and Conditions submit to the non-exclusive jurisdiction of the courts situated in Brisbane.

13 77 28
qbank.com.au

QPCU Limited T/A QBANK
ABN 79 087 651 036 AFSL No. 241413
Australian Credit Licence 241413