

*Let's talk banking*

**BCU**

Conditions of Use

# BCU Personal Rewarder Card

## **CONDITIONS OF USE**

These Conditions of Use govern the use and operation of your Rewarder Card and the redemption of your Reward Points. They also govern the use of a Rewarder Card by any additional cardholder.

You should refer to the Credit Card conditions for the conditions of use relating to your Credit Card.

It is important that you read these Conditions of Use carefully and retain them for future reference.

If these Conditions of Use are not clear to you or any additional cardholder, contact us BEFORE the Rewarder Card is used.

First use of the Rewarder Card will be taken as your understanding and acceptance of these Conditions of Use.

If you do not agree with these Conditions of Use, do not use, and ensure that any additional cardholder does not use, your or their Rewarder Card. Cut your card and any additional card in half and return them to us immediately and destroy your PIN advice.

## **IMPORTANT POINTS TO REMEMBER TO SAFEGUARD YOUR REWARD POINTS**

Each user must:

- memorise their PIN and never store it with or near their Rewarder Card;
- never write their PIN on their Rewarder Card;
- never tell anyone their PIN;
- try to prevent anyone else seeing the PIN being entered into an EFTPOS device;
- never leave their Rewarder Card unattended, e.g. in their car or at work;
- immediately report the loss, theft or unauthorised use of their Rewarder Card to BCU Direct on 1300 228 228 or log onto [www.rewarderpoints.com.au](http://www.rewarderpoints.com.au);
- keep a record of the BCU Direct number with their usual list of emergency telephone numbers; and
- on date of expiry, destroy their Rewarder Card by cutting it diagonally in half.

## CONTENTS

1. How you can earn Reward Points . . . . . 2
2. When you will not earn Reward Points . . . . . 2
3. When Reward Points will be credited to you 3
4. How you can use Reward Points towards the purchase of goods and services . . . . . 3
5. When your Reward Points will be deducted . 4
6. When your Reward Points will expire . . . . . 4
7. What happens if your Rewarder Account becomes overdrawn . . . . . 5
8. Personal Identification Number (PIN) Secrecy 5
9. Reporting the loss or theft of a Rewarder Card . . . . . 5
10. Authorisations . . . . . 6
11. Renewal of Rewarder Cards . . . . . 6
12. Cancellation and return of a Rewarder Card 6
13. Security of a user's Rewarder Card and PIN. . 7
14. Your liability in case a Rewarder Card is lost or stolen or is subject to unauthorised use. . 9
15. Resolving errors on account statements. . . 12
16. Malfunction. . . . . 13
17. Statements and receipts. . . . . 14
18. Fees and charges . . . . . 14
19. Government fees and charges . . . . . 15
20. Changes to conditions of use. . . . . 15
21. Exclusion of financial institution liability. . . 16
22. Privacy . . . . . 16
23. Other general conditions. . . . . 17
24. Additional cardholders . . . . . 18
25. Definitions and interpretation. . . . . 19

## **1. HOW YOU CAN EARN REWARD POINTS**

- 1.1 Subject to clause 2 below, you will earn Reward Points each time a user uses your Credit Card Account for Eligible Transactions, whether in Australia or in any other country.
- 1.2 The number of Reward Points you will earn is calculated on the basis of one (1) Reward Point for each Australian dollar charged to your Credit Card Account for Eligible Transactions.
- 1.3 Where an Eligible Transaction is in a foreign currency, the number of Reward Points you will earn will be calculated on the basis of one (1) Reward Point for each Australian dollar charged to your Credit Card Account for that Eligible Transaction.
- 1.4 The maximum number of Reward Points you can earn during each Membership Year from Eligible Transactions is 60,000 Reward Points.
- 1.5 From time to time we may determine in our absolute discretion to award additional or bonus Reward Points to you, either for specified goods or services or for transactions with specific merchants. Where we do so, we may alter or discontinue such arrangements at our discretion.
- 1.6 If your Credit Card Account has negative net purchases during a statement period (because sales credits and adjustments exceed monthly purchases), Reward Points will be subtracted from your Rewarder Account.

## **2. WHEN YOU WILL NOT EARN REWARD POINTS**

You will not earn Reward Points:

- (a) for transactions charged to your Card Account that are not Eligible Transactions;
- (b) if your Credit Card Account is in arrears for more than 60 days;
- (c) once the number of Points earned by you during a Membership Year reaches 60,000 Reward Points (until the commencement of the next Membership Year);
- (d) if any user has acted fraudulently;
- (e) in relation to any fraudulent use of your Credit Card;
- (f) for business expenditure or goods and services acquired other than for personal use;

- (f) if any user breaches the Conditions of Use for the Rewarder card or the Credit Card;
- (g) if a user's Rewarder Card or your Credit Card is cancelled, suspended, reported lost or stolen or terminated for any reason;
- (h) if we cancel or request the return of a user's Rewarder Card; or
- (i) after the expiry date of a user's Rewarder Card or Credit Card.

We may at our discretion restore any Reward Points that have been disallowed.

### **3. WHEN REWARD POINTS WILL BE CREDITED TO YOU**

- 3.1 Your Rewarder Account statement will set out the number of Reward Points earned during a statement period.
- 3.2 Reward Points will be credited to the Rewarder Account on a weekly basis.

### **4. HOW YOU CAN USE REWARD POINTS TOWARDS THE PURCHASE OF GOODS AND SERVICES**

- 4.1 Provided you have sufficient Reward Points, a user may redeem your Reward Points to pay for, or use as part payment for, goods or services. A user may do this by using their Rewarder Card and PIN at EFTPoS facilities in Australia to pay for goods and services up to the total value of Reward Points available.
- 4.2 Reward Points may be redeemed in accordance with these Conditions of Use at the rate of 150 Reward Points to one Australian dollar.
- 4.3 It is a breach of these Conditions of Use to use a Rewarder Card without a PIN; however, if you or a user uses their Rewarder Card without a PIN, a signature on the transaction receipt will be evidence that the transaction is valid and authorised by you.
- 4.4 Some Merchants impose minimum spend requirements for transactions and a user should check with each merchant before they attempt to redeem your Reward Points to pay for, or use them as part payment for, goods or services with that Merchant.

- 4.5 A user may not use their Rewarder Card to exceed the value of unused Reward Points.
- 4.6 A user may not redeem your Reward Points for transactions outside Australia.
- 4.7 A user may not redeem Reward Points that have expired.
- 4.8 Reward Points may not be redeemed for cash and a user may not obtain a cash advance or make a BPay payment using their Rewarder Card or Reward Points.
- 4.9 You will be responsible for all other payments required in connection with any purchase by a user using Reward Points, and you will be responsible for any related payments including taxes, charges or stamp duty.
- 4.10 A user must not allow any other person to use their Rewarder Card or your Reward Points.

## **5. WHEN YOUR REWARD POINTS WILL BE DEDUCTED**

Reward Points will be deducted from the available balance of your Reward Points:

- (a) when a user redeems your Reward Points towards the purchase of goods and services in accordance with the Conditions of Use;
- (b) where Reward Points have been incorrectly credited to you or you are otherwise not entitled to use those Reward Points; or
- (c) for Eligible Transactions where you earned Reward Points but you subsequently receive a refund for the goods or services purchased or a chargeback occurs.

## **6. WHEN YOUR REWARD POINTS WILL EXPIRE**

- 6.1 Each Reward Point will expire three years from the end of the month in which that Reward Point was earned.
- 6.2 If you close, or we terminate your Credit Card Account any accrued points will expire with immediate effect.
- 6.3 If we terminate Rewarder or our participation in Rewarder, your Reward Points will expire with immediate effect.

6.4 Expired Reward Points have no value and cannot be redeemed for goods, services or cash.

## **7. WHAT HAPPENS IF YOUR REWARDER ACCOUNT BECOMES OVERDRAWN**

If the value of any transaction undertaken using a user's Rewarder Card or debited to your Rewarder Account exceeds the available balance, you authorise us to debit your Credit Card Account with the overdrawn amount.

## **8. PERSONAL IDENTIFICATION NUMBER (PIN) SECRECY**

You agree that you and any additional cardholder:

- (a) will not record their PIN on their Rewarder Card or on anything with or near their Rewarder Card;
- (b) will not tell anyone their PIN or let anyone see it; and
- (c) will try to prevent anyone else seeing them enter their PIN into an Electronic Banking Terminal.

If a user thinks that their PIN has become known to someone else, we must be notified immediately.

## **9. REPORTING THE LOSS OR THEFT OF A REWARDER CARD**

If a user believes their Rewarder Card or PIN record has been lost or stolen, or their PIN has become known to someone else, they should IMMEDIATELY report this:

- **DURING NORMAL BUSINESS HOURS**  
By calling us on **1300 228 228**; or
- **OUTSIDE NORMAL BUSINESS HOURS**  
by logging onto  
[www.rewarderpoints.com.au](http://www.rewarderpoints.com.au)

It is your responsibility to ensure that any lost or stolen card is promptly reported to prevent any loss of Reward Points from unauthorised use of a Rewarder Card.

## **10. AUTHORISATIONS**

You:

- (a) acknowledge that we have the right to refuse authorisation for a user to effect any transaction initiated using their Rewarder Card for any reason; and
- (b) agree that we will not be liable to you or anyone else for any loss or damage that you or anyone else suffer as a result of our refusal to authorise any transaction.

## **11. RENEWAL OF REWARDER CARDS**

We will forward to any user a replacement Rewarder Card before the expiry date of their current Rewarder Card.

If a user does not require a replacement Rewarder Card, they must notify us before the expiration date of their current Rewarder Card. A user must give us a reasonable time to arrange cancellation or the issue of a replacement Rewarder Card.

We may issue a new card to a user at any time. All such cards are subject to these Conditions of Use. Typically we will do this in circumstances where we consider that the security of the card or PIN may have been compromised. We reserve the right not to reissue a card.

## **12. CANCELLATION AND RETURN OF A REWARDER CARD**

12.1 The Rewarder Card always remains the property of BCU.

12.2 We may deactivate, suspend or terminate any Rewarder Card or a user's participation in Rewarder if:

- (a) The Rewarder programme or our participation in Rewarder is terminated or suspended;
- (b) your Credit Card Account is in arrears for more than 60 days;
- (c) you or any Additional Cardholder has acted fraudulently;
- (d) you or any Additional Cardholder breach the Credit Card Conditions;
- (e) your Credit Card Account is suspended or terminated for any reason; or

- (f) a user attempts to use your Rewarder Card after the expiry date of their Rewarder Card or Credit Card.

12.3 We may at any time:

- (a) demand the return of a Rewarder Card; or
- (b) capture the Rewarder Card at any Electronic Banking Terminal; or
- (c) cancel any Reward Points awarded to you if a user breaches these Conditions of Use or the Credit Card conditions.

12.4 You may cancel your Rewarder Card or that of any additional cardholder at any time by giving BCU written notice. Cancellation of a card may not be effective until the card is returned to BCU.

12.5 A user must return their Rewarder Card to BCU when:

- (a) we notify you that we have cancelled the Rewarder Card;
- (b) you cease to be a member of BCU;
- (c) you cancel your Rewarder Card;
- (d) your Credit Card Account is closed, cancelled or terminated for any reason; or
- (e) we request that it be returned for any other reason.

### **13. SECURITY OF A USER'S REWARDER CARD AND PIN**

13.1 It is very important that you keep your Rewarder Card and PIN and password secure and you ensure that any additional cardholder also does so. If a user fails to follow the security recommendations set out below, your liability for any unauthorised use of a user's card may be increased. Please note that these guidelines provide examples only and will not determine your liability for losses resulting from unauthorised EFT transactions on your Rewarder Account. These will be determined in accordance with condition 14 and the EFT Code.

You and any additional cardholder must:

- sign the back of their card immediately on receipt using a ballpoint pen;
- always keep the Rewarder Card in a safe secure place and check regularly to ensure it has not been lost or stolen;

- when a transaction is complete, ensure they have their Rewarder Card and any receipt;
- not permit any other person to use their Rewarder Card;
- immediately notify us if they become aware or suspect that someone else has used their Rewarder Card or accessed your Rewarder Account or their Rewarder Card has been lost or stolen.

13.2 In order to protect their PIN and password, any user must not:

- choose a PIN which is clearly related to the cardholder such as a birth date, post code, phone number or car registration number, or which represents a recognisable part of their name;
- choose a PIN which has an easily retrieved combination (such as repeated or consecutive numbers or letters eg 1111, 1234, BBBB, or ABCD);
- write or in any way indicate the PIN on the card even if disguised;
- keep a record of the PIN on any item normally carried with or stored with the card without making a reasonable attempt to disguise it;
- allow any person to see the password or PIN being entered;
- disclose the PIN or password to anyone.

The following are examples of what we do NOT consider to be a reasonable attempt to disguise a PIN:

- recording the PIN as a telephone number where no other numbers are recorded;
- recording the PIN amongst other numbers and letters with any of them marked to indicate the PIN;
- recording the PIN in reverse order;
- recording the PIN as a telephone number or name in its correct sequence;
- recording the PIN disguised as a date or any amount; or
- recording the PIN in an easily understood form.

## **14. YOUR LIABILITY IN CASE A REWARDER CARD IS LOST OR STOLEN OR IS SUBJECT TO UNAUTHORISED USE**

- 14.1 This clause deals with your liability for EFT transactions carried out on your Rewarder Account which are not authorised by a user. It does not apply to any transaction carried out by a user or by anyone else with a user's knowledge and consent.
- 14.2 You are liable for all EFT transactions carried out in respect of your Rewarder Account with a user's knowledge and consent.
- 14.3 You are liable for all losses caused by unauthorised EFT transactions unless any of the circumstances specified in condition 14.4 below apply.
- 14.4 You will not be liable for losses in relation to:
- unauthorised transactions where it is clear that the user did not contribute to the loss;
  - the fraudulent or negligent conduct of our employees or agents or companies involved in networking arrangements or of merchants who are linked to the EFT system or their agents or employees;
  - a forged, faulty, expired or cancelled card or PIN;
  - unauthorised transactions occurring after you have notified us as required by these terms and conditions;
  - transactions which require the use of a card or PIN and that occurred before the user has received that card or PIN (including a reissued card or PIN); or
  - the same transaction being incorrectly debited more than once to the same card account.
- 14.5 You are liable where we can prove on the balance of probability that a user has contributed to the losses in any of the following ways:
- through a user's fraud;
  - voluntarily disclosing a PIN to anyone, including a family member or friend;
  - indicating (e.g. writing) the PIN on the Rewarder Card;
  - keeping a record of the PIN (without making any reasonable attempt to protect

the security of the PIN) on one article (e.g. address book), or on several articles, carried with the Rewarder Card so that they are liable to loss or theft at the same time as the Rewarder Card;

- keeping a record of the PIN on anything carried with a Rewarder Card or any article that is liable to be lost with a Rewarder Card without making any reasonable attempt to disguise the security of the PIN;
- using a PIN that represents a user's birth date or using an alphabetical code that is recognised as part of a user's name after we have instructed you not to;
- otherwise acting with extreme carelessness in failing to protect the security of the PIN; or
- where the EFT Code requires, that the recording or voluntary disclosure of the PIN was the dominant contributing cause of the loss.

In these cases, you will be liable for the actual losses which happen before we are notified that the Rewarder Card has been misused, lost or stolen or that the security of the PIN has been breached, but are not liable for any of the following amounts:

- that portion of the losses incurred on any one day which exceeds the daily transaction limit; or
- that the portion of the losses incurred in a period which exceeds any other periodic transaction limit(s) applicable to that period; or
- the portion of the total losses incurred that exceeds the outstanding balance; or
- all losses incurred on any account which we and you had not agreed could be accessed using the PIN.

14.6 Where a user has contributed to losses resulting from unauthorised transactions by unreasonably delaying notification of the misuse, loss or theft of a Rewarder Card, or that the security of the PIN has been breached, you are liable for the actual losses which occur between when a user became aware (or should reasonably have become aware in the case of a lost or stolen card) and when we are actually notified, except for:

- that portion of the losses incurred on any one day which exceeds the daily transaction limit applicable to the Rewarder Card; or
- that portion of the losses incurred in a period which exceeds any other periodic transaction limit applicable to that period; or
- the portion of the total losses incurred that exceeds the balance of the account(s); or
- all losses incurred on any accounts which we and you had not agreed could be accessed using the Rewarder Card and/or PIN.

14.7 Where a PIN was required to perform the unauthorised transaction and it is unclear whether a user has contributed to the loss caused by an unauthorised transaction, you will be responsible for an amount not exceeding the least of:

- \$150; or
- the balance of your Rewarder Account from which value was transferred in unauthorised transactions and which we and you have agreed may be accessed using the Rewarder Card and/or PIN; or
- the actual loss at the time we were notified that the Rewarder Card has been misused, lost or stolen or that the security of the PIN has been breached (excluding that portion of the losses incurred on any one day which exceed any applicable daily transaction or other periodic transaction limit).

14.8 We are responsible for any loss from a transaction at a terminal where our investigations show that the loss is directly caused as a result of terminal malfunction and the claim is substantiated by investigation. In these circumstances, we will correct the loss by making the appropriate adjustment to the Rewarder Account.

14.9 If you suffer a loss arising from a malfunction or breakdown of an ATM or any other system or equipment and the user should have been aware that the machine was malfunctioning or was not able to be used, our liability is limited to:

- the correction of any errors on your

- Rewarder Account; and
- the refund of any charges or fees imposed as a result.

## **15. RESOLVING ERRORS ON ACCOUNT STATEMENTS**

- 15.1 If you believe a transaction is wrong or unauthorised or your Rewarder Account statement contains any instances of unauthorised use or errors, you must immediately notify us. As soon as possible, you must provide us with the following:
- (a) your name and address, Rewarder account number and Rewarder Card number;
  - (b) details of the transaction or the error you consider is wrong or unauthorised;
  - (c) an explanation as to why you believe it is an unauthorised transaction or an error; and
  - (d) the amount of the transaction.
- 15.2 We will investigate your complaint and if we are unable to settle your complaint immediately to your satisfaction, we will advise you in writing of the procedures for further investigation and resolution and may request further relevant details from you.
- 15.3 Within 21 days of receiving these further relevant details from you, we will:
- (a) advise you in writing of the results of our investigations; or
  - (b) advise you in writing that we require further time to complete our investigation.
- 15.4 We will endeavour to complete our investigation within 45 days of receiving your complaint. If we are unable to resolve your complaint within 45 days, we will provide you with monthly updates on the progress of the investigation and a date when a decision can be reasonably expected, except in cases where we are waiting for a response from you and you have been advised that we require such a response.
- 15.5 If we find that an error was made, we will make the appropriate adjustments to your account including interest and charges (if any) and will advise you in writing of the amount of the adjustment.

15.6 When we advise you of the outcome of our investigations, we will:

- (a) give you reasons in writing for our decision by reference to these Conditions of Use and the EFT Code; and
- (b) advise you of any adjustments we have made to your Rewarder or Credit Card account.

If we decide that you are liable for all or any part of a loss arising out of unauthorised use of a user's Rewarder Card, we will:

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

15.7 If you are dissatisfied with the outcome, and you would like an independent review, you can refer your complaint to the Credit Ombudsman Service Limited (COSL) at:

- Mail: P.O. Box A252  
Sydney South, NSW 1235;
- Phone: 1800 138 422; or  
(02) 9273 8400
- Fax: (02) 9273 8440
- Website: [www.creditombudsman.com.au](http://www.creditombudsman.com.au)

## 16. MALFUNCTION

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

We will not be responsible if an Electronic Banking Terminal does not accept a user's instructions or a user's Rewarder Card fails to work at the terminal.

Where an EFTPOS device is not working, the Merchant may provide alternative manual processing of the transaction. A user must not use their Rewarder Card in this way. If a user does however, and signs a voucher, the voucher authorises BCU to reduce the Reward Points currently awarded to you or any future Reward Points with the value of the

transaction or to debit any Credit Card Account with the value of the transaction.

## **17. STATEMENTS AND RECEIPTS**

A transaction record slip will be available for each financial transaction carried out with a user's Rewarder Card at an Electronic Banking Terminal.

A user should always check the transaction amount indicated on any Electronic Banking Terminal before entering their PIN. By entering their PIN the user is indicating their agreement that the transaction amount is correct.

You should obtain, check and retain all transaction record slips including sales vouchers for checking against your Rewarder Points statements.

You can access your Reward Points statement anytime at [www.rewarderpoints.com.au](http://www.rewarderpoints.com.au).

For each 3 month period where you have had Credit Card Account activity or Rewarder Card activity you will be issued with a Rewarder Account statement detailing:

- the Eligible Transactions for your Credit Card Account;
- the number of Reward Points earned;
- the number of Reward Points redeemed; and
- the number of Reward Points expired, during the relevant Statement Period.

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

## **18. FEES AND CHARGES**

Subject to all applicable laws, we may reduce the number of Reward Points awarded by the amount of any fees or charges we notify you of from time to time. Alternatively we may debit those fees and charges to any Credit Card Account.

We reserve the right to charge a fee for any transaction at an Electronic Banking Terminal or for issuing additional or replacement cards. You irrevocably authorize us to debit any Credit Card Account with those fees. Prior to charging any fee, we will advise you of those fees in writing.

## **19. GOVERNMENT FEES AND CHARGES**

We reserve the right to pass on to you any fees, charges, duties and taxes that are imposed on the use of a Rewarder Card by any government or by any regulatory authority. You also irrevocably authorise us to debit your number of Reward Points or any Credit Card Account with those fees, charges, duties and taxes.

## **20. CHANGES TO CONDITIONS OF USE**

- 20.1 We reserve the right to change these Conditions of Use and to vary the fees and charges that apply to a Rewarder Card.
- 20.2 We will notify you in writing at least 20 days before the effective date of a change if it is going to:
- (a) result in a material change to these Conditions of Use;
  - (b) change the statement cycle or vary or add any further fees or charges;
  - (c) impose or increase charges for transactions at Electronic Banking Terminals or for issuing additional or replacement Rewarder Cards; or
  - (d) adjust daily withdrawal limits.
- 20.3 BCU may alternatively elect to notify you of other changes (or where allowed by law, any of the above changes) either through:
- (a) notices on, or sent with account statements;
  - (b) notices on Electronic Banking Terminals or in branches; or
  - (c) press advertisements in newspapers circulating in your State or Territory.
- 20.4 Written notice will not be given of a variation that is required by an immediate need for BCU to restore or maintain the security of its systems or your linked accounts.
- 20.5 If a user retains and uses their Rewarder Card after notification of any authorised changes, you agree any use of a user's Rewarder Card shall be subject to those changes.
- 20.6 We reserve the right to change at any time the number of Reward Points that you earn or the way in which you earn Reward Points by giving you:
- (a) at least 20 days notice if we reduce

the number of Reward Points that you will earn for each Australian dollar charged to your Credit Card Account for Eligible Transactions;

- (b) notice at such time as we determine appropriate in our absolute discretion if we increase the number of Reward Points that you will earn for each Australian dollar charged to your Credit Card Account for Eligible Transactions; or
- (c) notice at such time as we determine appropriate in our absolute discretion if we decide to award additional or bonus Reward Points to you, either for specified certain goods or services or for transactions with specific merchants.

## **21. EXCLUSION OF FINANCIAL INSTITUTION LIABILITY**

- 21.1 The display on any premises of promotional material referring to the Rewarder Programme is in no way to be treated as a representation or guarantee that a Rewarder Card may be used in any Electronic Banking Terminal on those premises.
- 21.2 BCU has no liability for any refusal of a Merchant or agent to accept a Rewarder Card.
- 21.3 BCU does not give any warranty for any goods or services obtained from a Merchant or agent through the use of a Rewarder Card. You and any additional cardholder acknowledge and accept that all complaints about those goods and services must be addressed to the supplier or merchant of those goods and services.
- 21.4 A user should always enquire before selecting goods or services if a Rewarder Card will be accepted by the Merchant.

## **22. PRIVACY**

You consent to and authorise us and our contractors and agents to have access to and collect and use personal information about you and any additional cardholder and your Reward Points and Credit Card Account and provide that information to other persons and contractors who provide services to us in relation to Rewarder, including Indue Services Ltd ABN 97087 822 464.

The information referred to in clause may include:

- (a) personal details about you and any additional cardholder; and
- (b) transactional information relating to the use of a user's Rewarder Card and your Credit Card.

It is your responsibility to ensure that any additional cardholder is aware of and consents to the above.

## **23. OTHER GENERAL CONDITIONS**

- 23.1 You agree that you will notify us and you will ensure that any additional cardholder promptly notifies us of any change of address.
- 23.2 If a Rewarder Card is issued on the basis of a Credit Card Account that is a joint account, each party to that account is jointly and severally liable for all transactions made by using the Rewarder Card.
- 23.3 To protect against fraud, we may monitor Rewarder Card usage. If, in our opinion a card is suspected of being used fraudulently (or could be), you authorise us to cancel any Rewarder Card without notice to you or any additional cardholder.
- 23.4 The Rewarder Card and its use is governed by the laws of New South Wales.
- 23.5 You may not assign your rights under this contract to any other person. We may assign our rights or transfer the contract to another person. If we transfer or assign the contract, the contract will apply to the transferee or assignee as if it were named as BCU.
- 23.6 Reward Points may not be charged, bequeathed, assigned or transferred.
- 23.7 If we fail to exercise or delay in exercising any of our rights under these Conditions of Use, that failure or delay does not constitute a waiver of our rights. We may exercise our rights under these Conditions of Use at any time, despite any previous failure or delay on our part.
- 23.8 A statement provided by BCU stating the balance of the number and value of Reward Points awarded is sufficient evidence of those matters at the date of issuing the certificate.

23.9 We warrant that we will comply with the requirements of the EFT Code of Conduct.

## **24. ADDITIONAL CARDHOLDERS**

- 24.1 You may nominate up to two other people over the age of 16 to be an additional cardholder. Any additional cardholder must also be a member of BCU.
- 24.2 If we agree to your request, once we have received in a form satisfactory to us any documents or information we require, including any document which identifies the additional cardholder, an additional cardholder will receive an additional card and PIN to use on your Rewarder account.
- 24.3 You are liable for any use of the additional card and your Rewarder account by an additional cardholder as if your Rewarder account had been used by you.
- 24.4 The additional cardholder's access to and use of the Rewarder card and your Rewarder account is governed by this agreement. You should ensure that any additional cardholder has read, understood and complies with these Conditions of Use. If any additional cardholder breaches the agreement, you will be in breach of that agreement.
- 24.5 You acknowledge and agree that any additional cardholder can obtain information about your Rewarder account.
- 24.6 You can cancel any additional card by calling us on 1300 228 228 or visiting any BCU branch during normal business hours. We will only cancel the Rewarder Card when you return it to us or you tell us in writing that you have taken all reasonable steps to return the additional card to us. You should note that in cases where you cannot destroy the additional card, although a stop can be placed on the additional card, it could still be used in some circumstances and you will still be responsible for any transactions made (for example some purchases below floor limits where no electronic approvals are in place).
- 24.7 We will not close your Rewarder account, nor agree to the issue of a card to another additional cardholder at the request of an additional cardholder.

## 25. DEFINITIONS AND INTERPRETATION

Definitions used in these Conditions of Use and not defined in this paragraph 24 will have the meaning given to them in the Credit Card conditions.

**Additional cardholder** means any person nominated by you to effect transactions on your Rewarder account and to be issued with a Rewarder Card linked to your Rewarder Account.

**Available balance** means the accrued value of Rewarder Points on your Rewarder Account available for spend on a Rewarder Card.

**Business day** means any day BCU is normally open for business.

**Credit Card Account** means your account with us for your Credit Card.

**Credit Card** means a Visa credit card issued by us to you or an Additional Cardholder which is linked to your or any additional cardholder's Rewarder Card.

**Credit Card conditions** means the terms and conditions that govern the use of your Credit Card.

**EFT Code of Conduct** means the Electronic Funds Transfer Code of Conduct.

**EFTPOS** means Electronic Funds Transfer at Point of Sale.

**Electronic Banking Terminal** means an EFTPOS device owned by BCU or included in an authorised interchange network.

**Eligible Transactions** means any purchase by a user (all as defined in the Credit Card conditions) and excludes cash advances, balance transfers, bill payments through the BPay scheme, fees and charges under the Credit Card Account, interest charges, government fees and charges and unauthorised purchases for which you are not liable.

**Reward Points** means the points earned by you from your Credit Card being used for Eligible Transactions in accordance with these Conditions of Use.

**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.

**Merchant** means a merchant in Australia offering EFTPOS facilities and accepting a user's Rewarder

Card and your Reward Points to pay for, or as part payment for, goods or services.

**PIN** means the personal identification number issued for use with a user's Rewarder Card.

**Rewarder Account** means the account we establish in your name to which we credit and debit Reward Points.

**Rewarder Card** means the card branded 'Rewarder' which is issued by us to you to facilitate the redemption of Reward Points by you at Merchants.

**Rewarder Programme** means the rewards programme administered by Indue Services Ltd ABN 97 087 822 464.

**Statement Period** means each three month period ending 31st March, 30 June, 30 September and 31 December of each year.

**User** means you and any additional cardholder.

**You** means the person(s) in whose name the Credit Card Account is opened.

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.





*Let's talk banking*

 **1300 228 228**

 **www.bcu.com.au**

BCU Head Office: 14 Cooper St, Macksville NSW 2447

Bananacoast Community Credit Union Ltd  
ABN 50 087 649 750 AFSL No. 241077

**VERSION: BCU\_PERSONALCOU MAY 2008**