



REWARDER LOYALTY CARD

Conditions of Use As Issued by Coastline Credit Union Limited

(Issue Date 1/8/07)

Please read these Conditions of Use **before you use your *Rewarder Loyalty Card***.

They apply to all transactions initiated by you at a Participating Merchant by the combined use of your *Rewarder Loyalty Card* and a Personal Identification Number (**PIN**)

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.

Your first use of the *Rewarder Loyalty Card* will automatically constitute your understanding and acceptance of these Conditions of Use.

If these Conditions of Use are not clear to you, contact Coastline Credit Union **BEFORE** using your *Rewarder Loyalty Card*.

IMPORTANT POINTS TO REMEMBER TO SAFEGUARD YOUR LOYALTY POINTS

- 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;
- try to prevent anyone else seeing you enter your PIN into an EFTPoS device;
- 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 **Coastline Credit Union on 1300 36 1066**.
- keep a record of the **Customer Contact Centre and Coastline Credit Union** number with your usual list of emergency telephone numbers;
- examine your account statement as soon as you receive it to identify and report, as soon as possible, any instances of unauthorised use; and
- on date of expiry, destroy your *Rewarder Loyalty Card* by cutting it diagonally in half.

1. INTRODUCTION

These Conditions of Use govern the use and operation of your *Rewarder Loyalty Card*. It is important that you read them carefully and retain them for future reference.

These Conditions of Use apply to all transactions involving the use of your *Rewarder Loyalty Card* or *Rewarder Loyalty Card* details.

Generally speaking, these Conditions of Use apply to *Rewarder* Loyalty Cards when used in conjunction with a PIN, in an Electronic Banking Terminal. It is a breach of these Terms and Conditions to use a *Rewarder* Loyalty Card without a PIN, however, they will also apply if you manage to use your *Rewarder* Loyalty Card without a PIN. If your *Rewarder* Loyalty Card is used without a PIN, a signature on the transaction receipt will be evidence that the transaction is valid and authorised by you.

Your first transaction using the *Rewarder* Loyalty Card will be taken as your agreement to comply with these Conditions of Use. In accepting your *Rewarder* Loyalty Card from Coastline Credit Union you acknowledge that you have read and understand, these Conditions of Use.

If you do not understand something in these Conditions of Use, please speak to Coastline Credit Union. We will be happy to help you.

2. PERSONAL IDENTIFICATION NUMBER (PIN) SECRECY

You agree that:

- You will not record your PIN on your *Rewarder* Loyalty Card or on anything with or near your *Rewarder* Loyalty Card;
- You will not tell anyone your PIN or let anyone see it;
- You will try to prevent anyone else seeing you enter your PIN into an Electronic Banking Terminal; and
- If you think that your PIN has become known to someone else, you will notify Coastline Credit Union immediately.

3. REPORTING THE LOSS OR THEFT OF YOUR *REWARDER* LOYALTY CARD

If you believe 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:

DURING NORMAL BUSINESS HOURS

Contact Coastline Credit Union; or

OUTSIDE NORMAL BUSINESS HOURS

Access the *Rewarder* Loyalty website at www.rewarderpoints.com.au.

Coastline Credit Union is not responsible for any unauthorised use of your *Rewarder* Loyalty Card. **It is your responsibility to promptly report any lost or stolen card to prevent any loss of Loyalty Points from unauthorised use of your *Rewarder* Loyalty Card.**

4. USING YOUR *REWARDER* LOYALTY CARD

By being a member of the *Rewarder* Loyalty Programme, Coastline Credit Union will award you Loyalty Points based on your use of a Relevant Account. The award and redemption of Loyalty Points is governed by the *Rewarder* terms and conditions.

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

Coastline Credit Union will award you Loyalty Points based on your use of their products and services as advised to you from time to time and in accordance with the Terms and Conditions. Your *Rewarder* Loyalty Card will allow you to redeem the value of those Loyalty Points at Participating Merchants. When you use your *Rewarder* Loyalty Card to redeem the value of your Loyalty Points, Coastline Credit Union will reduce the number of your Loyalty Points accordingly.

If your *Rewarder* Loyalty Card or any of your accounts at Coastline Credit Union to which the earning of Loyalty Points is linked, is in the name of more than one person, then the liability of those persons under these Conditions of Use is joint and several for transactions carried out on those accounts.

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 or where the goods or services are provided.

You must redeem the value of any Loyalty Points before those Loyalty Points expire. Coastline Credit Union will periodically advise you of the expiry date of any Loyalty Points on statements or you can access your Loyalty Points information by going to the *Rewarder* Loyalty website at www.rewarderpoints.com.au.

5. TRANSACTION LIMITS

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

Coastline Credit Union:

- may set limits on the minimum and maximum transaction value amounts, on a daily or cumulative basis;
- will advise you of the daily transaction limits at the time you apply for your *Rewarder* Loyalty Card and any subsequent changes to those limits.

Please note, merchants offering EFTPoS facilities have the right to impose conditions on the use of such facilities. Coastline Credit Union accepts no responsibility for any such conditions. You can not withdraw cash using your Rewarder Loyalty Card.

6. AUTHORISATIONS

You:

- acknowledge that Coastline Credit Union has the right to refuse authorisation for you to effect any transaction initiated using your *Rewarder* Loyalty Card for any reason; and
- agree that Coastline Credit Union will not be liable to you or anyone else for any loss or damage that you or anyone else suffer as a result of Coastline Credit Union's refusal to authorise any transaction.

7. RENEWAL OF YOUR *REWARDER* LOYALTY CARD

Coastline Credit Union will forward you a replacement *Rewarder* Loyalty Card before the expiry date of your current *Rewarder* Loyalty Card.

If you do not require a replacement *Rewarder* Loyalty Card, you must notify Coastline Credit Union before the expiration date of your current *Rewarder* Loyalty Card. You must give Coastline Credit Union a reasonable time to arrange cancellation or the issue of a replacement *Rewarder* Loyalty Card.

Coastline Credit Union may issue a new card to you at any time. All such cards are subject to these Conditions of Use. Typically Coastline Credit Union will do this in circumstances where it considers that the security of the card or PIN may have been compromised. Coastline Credit Union reserves the right to not reissue a card.

8. CANCELLATION AND RETURN OF YOUR *REWARDER* LOYALTY CARD

The *Rewarder* Loyalty Card always remains the property of Coastline Credit Union.

Coastline Credit Union may:

- (1) demand the return of the *Rewarder* Loyalty Card issued to you and your nominee at any time, including:
 - for security reasons; or
 - if you breach these Conditions of Use or the terms and conditions of any Relevant Account which form the basis of awarding you Loyalty Points; or
- (2) capture the *Rewarder* Loyalty Card at any Electronic Banking Terminal.
- (3) cancel any Loyalty Points awarded to you if you breach these Terms and Conditions or the terms and conditions of any account you have with Coastline Credit Union that forms the basis of awarding you Loyalty Points.

You may cancel your *Rewarder* Loyalty Card or your nominee's *Rewarder* Loyalty Card at any time by giving Coastline Credit Union written notice. Cancellation of a card may not be effective until the card is returned to Coastline Credit Union.

You must return your *Rewarder* Loyalty Card to Coastline Credit Union when:

- Coastline Credit Union notifies you that it has cancelled your *Rewarder* Loyalty Card;
- you close any Relevant Account;
- you cease to be a member of Coastline Credit Union;
- you cancel your *Rewarder* Loyalty Card;
- any Relevant Account is closed, cancelled or terminated for any reason; or
- Coastline Credit Union requests that it be returned for any other reason.
- Coastline Credit Union may cancel all Loyalty Points awarded to you and terminate your *Rewarder* Loyalty Card if you have not complied with these Conditions of Use or if you have given false information to them at any time in respect of any Relevant Account.
- In the event that your participation in the *Rewarder* Loyalty Programme is terminated you agree:
 - * to return your *Rewarder* Loyalty Card as required above, and
 - * that you will not be able to redeem the value of any points awarded with your *Rewarder* Loyalty Card.

9. CONDITIONS AFTER CANCELLATION OR EXPIRY OF YOUR *REWARDER* LOYALTY CARD

You must not use your *Rewarder* Loyalty Card:

- after the "until end" date shown on the face of the *Rewarder* Loyalty Card; or
- after the *Rewarder* Loyalty Card has been cancelled.

10. YOUR LIABILITY IN CASE YOUR *REWARDER* LOYALTY CARD IS LOST OR STOLEN OR IN THE CASE OF UNAUTHORISED USE

- (1) You are not liable, and Coastline Credit Union shall not reduce the amount of Loyalty Points awarded to you, for any unauthorised use of your *Rewarder* Loyalty Card:
 - (a) in relation to a transaction evidenced by a sales or cash advance voucher, before you have actually received your *Rewarder* Loyalty Card;
 - (b) in relation to a transaction at an Electronic Banking Terminal, before you have actually received your PIN; or
 - (c) after you have reported it lost or stolen under clause 3.

11. RESOLVING ERRORS ON ACCOUNT STATEMENTS

If you believe a transaction is wrong or unauthorised or your *Rewarder* Loyalty Card account statement contains any instances of unauthorised use or errors, you must immediately notify Coastline Credit Union or the *Rewarder* Loyalty Card Customer Contact Centre as explained in clause 3. As soon as possible, you must also provide Coastline Credit Union with 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;
- other users authorised to operate the account; and
- details of whether your *Rewarder* Loyalty Card is signed and your PIN secure.

If Coastline Credit Union is unable to settle your complaint immediately to your satisfaction, 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 these further relevant details from you, Coastline Credit Union 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.

Where an investigation continues beyond 45 days, Coastline Credit Union 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 Coastline Credit Union is waiting for a response from you and you have been advised that Coastline Credit Union requires such a response.

If Coastline Credit Union finds that an error was made, it 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.

If:

- (1) Coastline Credit Union is a party to an industry dispute resolution scheme; and
- (2) that scheme provides a matter can be heard under the scheme if Coastline Credit Union does not give a final decision on the matter within a specified time, Coastline Credit Union will advise you in writing about the option of taking the matter to the scheme within 5 business days after the specified time period expires.

When Coastline Credit Union advises you of the outcome of its investigations, it will;

- give you reasons in writing for its decisions by reference to these Conditions of Use;
- advise you of any adjustments it has made to your account; and
- advise you in writing of other avenues of dispute resolution (including Consumer Affairs Agencies and Small Claims Courts), if you are not satisfied with Coastline Credit Union's decision.

If Coastline Credit Union 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.

12. MALFUNCTION

Other than to correct the error in your account and the refund of any charges or fees imposed on you as a result, Coastline Credit Union 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.

Coastline Credit Union will not be responsible if an Electronic Banking Terminal does not accept your instructions or your *Rewarder* Loyalty Card fails to work at the terminal.

Where an EFTPoS device 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 Coastline Credit Union to reduce the Loyalty Points currently awarded to you or any future Loyalty Points with the value of the transaction or to debit any Relevant Account with the value of the transaction.

13. 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. By entering your PIN you are indicating your agreement that the transaction amount is correct.

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 can access your Loyalty Points Statement anytime at the **Rewarder Loyalty Website**, or Coastline Credit Union will send you an account statement periodically if requested by you (unless you have nil Loyalty Points and no transactions have occurred since the last statement cycle) or as otherwise required by any applicable legislation, or relevant industry code of practice.

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

14. FEES AND CHARGES

Subject to all applicable laws, Coastline Credit Union may reduce the number of Loyalty Points awarded by the amount of any fees or charges Coastline Credit Union notifies you of from time to time. Alternatively Coastline Credit Union may debit those fees and charges to any Relevant Account.

Coastline Credit Union reserves the right to charge a fee for any transaction at an Electronic Banking Terminal or for issuing additional or replacement cards. Coastline Credit Union is irrevocably authorised to debit any Relevant Account with those fees. Prior to charging any fee, Coastline Credit Union will advise you of those fees in writing.

You will be advised by Coastline Credit Union, in writing, of any currently applicable fees and charges at the time you apply for your *Rewarder* Loyalty Card.

15. GOVERNMENT FEES AND CHARGES

Coastline Credit Union 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. Coastline Credit Union is also irrevocably authorised to debit your number of Loyalty Points or any Relevant Account with those fees, charges, duties and taxes.

16. CHANGES TO CONDITIONS OF USE

Coastline Credit Union reserves the right to change these Conditions of Use and to vary the fees and charges that apply to your *Rewarder* Loyalty Card.

Coastline Credit Union will notify you in writing at least 30 days before the effective date of a change if it is going to:

- result in a material change to the Terms and Conditions;
- change the statement cycle or vary or add any further fees or charges;
- impose or increase charges for transactions at Electronic Banking Terminals or for issuing additional or replacement *Rewarder* Loyalty Cards; or
- adjust daily withdrawal limits.

Coastline Credit Union may elect to notify you of other changes (or where allowed by law, any of the above changes) either through:

- notices on, or sent with account statements;
- notices on Electronic Banking Terminals or in branches; or
- press advertisements in newspapers circulating in your State or Territory.

Written notice will not be given of a variation that is required by an immediate need for Coastline Credit Union to restore or maintain the security of its systems or your linked accounts.

You will be taken to have received a written notice from Coastline Credit Union under this Clause 16 in the due course of post, if it is mailed, to the last address for you known to Coastline Credit Union. If a written notice is delivered to you personally the date of delivery is the date you receive the notice.

If you retain and use your *Rewarder* Loyalty Card after notification of any authorised changes, you agree your use of your *Rewarder* Loyalty Card shall be subject to those changes.

17. EXCLUSION OF COASTLINE CREDIT UNION LIABILITY

The display on any premises of promotional material referring to the *Rewarder* Loyalty Programme is in no way to be treated as a representation or guarantee that your *Rewarder* Loyalty Card may be used in any Electronic Banking Terminal on those premises.

Coastline Credit Union bears no liability for any refusal of a Participating Merchant or agent to accept your *Rewarder* Loyalty Card.

Coastline Credit Union bears no liability for cancelling your *Rewarder* Loyalty Card where it considers those cards may have been or could be used fraudulently.

Coastline Credit Union does not give any warranty for any goods or services obtained from a Participating Merchant or agent through the use of your *Rewarder* Loyalty Card. You acknowledge and accept that all complaints about those goods and services must be addressed to the supplier or merchant of those goods and services.

You should always enquire before selecting goods or services if your *Rewarder* Loyalty Card will be accepted by the Participating Merchant or agent occupying the premises.

18. OTHER GENERAL CONDITIONS

These Conditions of Use govern the use of your *Rewarder* Loyalty Card and any Relevant Accounts, at Coastline Credit Union. Each transaction on a Relevant Account is also governed by the terms and conditions to which that account is subject.

You agree that you will promptly notify Coastline Credit Union of any change of address for the mailing of any notifications, which Coastline Credit Union is required to send to you.

If your *Rewarder* Loyalty Card is issued on the basis of a Relevant Account that is a joint account, each party to that account is jointly and severally liable for all transactions made by using the *Rewarder* Loyalty Card.

To protect itself and you against fraud, Coastline Credit Union may monitor your *Rewarder* Loyalty Card usage. If, in Coastline Credit Union's opinion your card is suspected of being used fraudulently (or could be), you authorise Coastline Credit Union to cancel your *Rewarder* Loyalty Card without notice to you, and you agree to hold harmless Coastline Credit Union for any loss or damage you may sustain as a result of your *Rewarder* Loyalty Card being cancelled.

The *Rewarder* Loyalty Card and its use is governed by the laws of New South Wales.

You may not assign your rights under this contract to any other person. Coastline Credit Union may assign its rights or transfer the contract to another person. If Coastline Credit Union transfers or assigns the contract, the contract will apply to the transferee or assignee as if it were named as Coastline Credit Union.

If Coastline Credit Union fails to exercise or delay in exercising any of its rights under these Conditions of Use, that failure or delay does not constitute a waiver of its rights. Coastline Credit Union may exercise its rights under these Conditions of Use at any time, despite any previous failure or delay on its part.

A certificate signed by an officer of Coastline Credit Union stating the balance of the number and value of Loyalty Points awarded is sufficient evidence of those matters at the date of issuing the certificate.

You agree that Coastline Credit Union may engage agents to facilitate settlement of transactions you or anyone else create by using your *Rewarder* Loyalty Card and to monitor those transactions for fraud detection purposes. Where such agents are engaged, you agree that Coastline Credit Union may provide your personal information and transactional information to those agents, providing the agent agrees to hold such information confidentially and to only use it for the purpose in which it is given.

19. DEFINITIONS

- Definitions used in these Conditions of Use and not defined in this paragraph 19 will have the meaning given to them in the *Rewarder* terms and conditions.
- **Coastline Credit Union:** means Coastline Credit Union Ltd ABN 88 087 649 910, the credit provider that has provided you with your *Rewarder* Loyalty Card, and its successors and assigns.

- **EFTPoS:** means Electronic funds transfer at point of sale.
- **Electronic Banking Terminal:** An EFTPoS device owned by Coastline Credit Union or included in an authorised interchange network.
- **Financial Institution:** means the financial institution that has provided you with your *Rewarder Loyalty Card* and with which you hold a Relevant Account.
- **Loyalty Points:** means the points earned by you from using your Credit Card for Eligible Transactions in accordance with the Terms and Conditions.
- **Participating Merchant:** means a merchant in Australia offering EFTPoS facilities and accepting your *Rewarder Loyalty Card* and your Loyalty Points to pay for, or as part payment for, goods or services.
- **PIN:** means the secret personal identification number relating to a *Rewarder Loyalty Card*.
- **Relevant Account** means the Credit Card Account referred to in the *Rewarder* terms and conditions.
- **Rewarder Loyalty Card:** means the card branded 'Rewarder' which is issued by Coastline Credit Union to you to facilitate the redemption of Loyalty Points by you at Participating Merchants accepting the *Rewarder Loyalty Card*.
- **Rewarder Loyalty Programme:** means the *Rewarder* loyalty programme.
- **Rewarder terms and conditions** means the terms and conditions issued by Coastline Credit Union which, together with these Conditions of Use, comprise the Terms and Conditions.
- **Rewarder Loyalty Website:** means the following –
www.rewarderpoints.com.au
- **You:** means the person designated on the *Rewarder Loyalty Card*.

20. INTERPRETATION

For the purposes of these Conditions of Use:

- “day” means a 24 hour period commencing at midnight Eastern Standard Time or Eastern Summer Time, as the case may be, in Sydney.
- “business day” means any day your Financial Institution in your State or Territory is normally open for business.

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.