



REWARDER LOYALTY PROGRAM TERMS AND CONDITIONS

(Issue date 1/6/16)

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

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 on our website www.coastline.com.au 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 the Coastline Credit Union "Visa Credit Card Offer" and "Visa Credit Card Conditions of Use" document.

2. IMPORTANT

2.1 Please take the time to read the Terms and Conditions carefully. If these Terms and Conditions are not clear to you, contact your Financial Institution **BEFORE** activating your Rewarder Loyalty Card (if required by your Financial Institution) or using your Rewarder Loyalty Card. Alternatively seek independent advice from your accountant or lawyer.

2.2 Your Financial Institution 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 your Financial Institution 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 Conditions, 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 your Financial Institution.

2.7 Words that are capitalised are defined in section 31 below.

3. REWARDER

3.1 Rewarder Loyalty Cards are available to:

a) Personal Rewarder Cards – to individual natural persons only. Membership is not available to families, companies, partnerships, trusts, government agencies or other entities;

b) Business Rewarder Cards – to individual natural persons and registered trading entities, including companies, partnerships, trusts, government agencies or other entities.

4. FEES AND CHARGES – REWARDER MEMBERSHIP

4.1 Your Financial Institution will charge you an annual fee of \$0.00 (Annual Fee) for each Membership Year.

4.2 Your Financial Institution will debit the Annual Fee from your Credit Card Account balance (which will increase the balance owing to your Financial Institution on your Credit Card Account) at the time you activate your Rewarder Loyalty Card or first use your Rewarder Loyalty Card to conduct a transaction (referred to as your **Membership Commencement Date**). Whilst you continue to be a member of Rewarder, this Annual Fee will then be charged to your Credit Card Account balance on each subsequent annual anniversary of your Membership Commencement Date.

4.3 Your Financial Institution may change the amount of the Annual Fee by giving you notice in accordance with section 12.

4.4 Your Financial Institution 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.

4.5 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 your 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 charged to your Credit Card Account for Eligible Transactions.

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 15,000 Loyalty Points (referred to as the **Monthly Loyalty Points Cap**).

5.5 From time to time your Financial Institution 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 your Financial Institution does so, your Financial Institution will make the Special Promotion available on such terms and conditions as your Financial Institution determines, including the period of time the Special Promotion is available.

6. WHEN YOU WILL NOT EARN LOYALTY POINTS

6.1 You will not earn Loyalty Points:

- (a) if your Credit Card Account is in arrears for more than 30 days;
- (b) 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);
- (c) if your Financial Institution 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;
- (d) in respect of transactions that are assessed by your Financial Institution as being fraudulent or unauthorised;
- (e) for business expenditure or goods and services acquired other than for personal use;

- (f) if you are in default under these Terms and Conditions and have been provided with notice by your Financial Institution of this default (refer to section 10);
- (g) from the date that your Credit Card Account is suspended or terminated in accordance with the terms and conditions set out in the Visa Credit Card Conditions of Use;
- (h) if your Financial Institution cancels or requests the return of your Rewarder Loyalty Card pursuant to section 10 of these Terms and Conditions;
- (i) for Eligible Transactions that arise after the expiry date of your Rewarder Loyalty Card or Credit Card; or
- (j) if you lose your Credit Card, until such time as a new Credit Card is issued to you by your Financial Institution.

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 Some merchants impose minimum spend requirements for transactions and you should check with each merchant before you attempt to redeem your Loyalty Points to pay for, or use them as part payment for, goods or services with that merchant.

7.3 You may not redeem your Loyalty Points;

- (a) for transactions outside Australia; or
- (b) after they have expired (refer to section 9).

7.4 Each Loyalty Point redeemed will be valued on the following basis:

- (a) For Personal Rewarder Card at the value of six point six tenths of one cent (0.0066 cents) for Visa Credit Card purchases; or
- (b) For Business Rewarder Card at the value of six point six tenths of one cent (0.0066 cents) for Visa Business Credit Card purchases.

7.5 Loyalty Points may not be redeemed for cash.

7.6 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.

7.7 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 Rewarder Loyalty Points. An additional Cardholder that is attached to your Credit Card Account will not receive a Rewarder Loyalty Card.

8. WHEN YOUR LOYALTY POINTS WILL BE DEDUCTED

8.1 Loyalty Points will be deducted from the available balance of your Loyalty Points (which will reduce the number of your Loyalty Points):

- (a) where you redeem Loyalty Points towards the purchase of goods and services in accordance with section 7;
- (b) 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
- (c) 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 Each Loyalty Point will expire 3 years from the date that you earned that Loyalty Point. Expired Loyalty Points have no value and cannot be redeemed for goods, services or cash.

9.2 To track the number of your Loyalty Points that are due to expire, your Financial Institution recommends that you regularly check your Rewarder Loyalty Card account details by visiting the Rewarder website at www.rewarderpoints.com.au.

9.3 If you close, or we terminate your Credit Card Account your Loyalty will expire with immediate effect.

9.4 If we terminate Rewarder or our participation in Rewarder your Loyalty Points will expire with immediate effect.

10. TERMINATING YOUR REWARDER MEMBERSHIP AND REWARDER LOYALTY CARD

10.1 Your Financial Institution 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 your Financial Institution 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 the Visa Credit Card Conditions of Use and you fail to remedy that default within 14 days after receiving a written notice from your Financial Institution requesting you to remedy the default;

(iii) is if your Credit Card Account in arrears for more than 60 days;

(iv) if you close your Credit Card Account;

(v) if you cease to be a member of your Financial Institution if it is a credit union or building society; or

(vi) if you alter the authorities governing the use of your Credit Card Account (unless your Financial Institution agrees otherwise); or

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

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

10.3 Your Financial Institution 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 with section 10.1(1)(ii) above; and
- your Financial Institution 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 your Financial Institution provided to you.

Your Financial Institution, 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 your Financial Institution in accordance with section 10.1 is referred to as the Cancellation Date.

11.3 Where practical to do so, your Financial Institution 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 your Financial Institution will make reasonable attempts to contact you to either (at your Financial Institution'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. Your Financial Institution 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 certain monetary limits (which are set by the relevant merchant's financial institution) 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 your Financial Institution for the value of any transaction as well as any reasonable costs incurred by your Financial Institution in collecting the amounts owing. Any such amounts are immediately due and owing upon demand by your Financial Institution and you authorise your Financial Institution to debit these amounts from your Credit Card Account (which will increase the balance owing to your Financial Institution). If you consider that your Financial Institution has incorrectly charged you with these amounts, you may dispute this by contacting your Financial Institution in accordance with section 23.

12. CHANGES TO THESE TERMS AND CONDITIONS OR REWARDER

12.1 Your Financial Institution 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 your Financial Institution 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 your Financial Institution 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 Your Financial Institution will give you at least 90 days notice of:

- (a) the discontinuation of Rewarder; or
- (b) the suspension or discontinuation of its participation in Rewarder.

If Rewarder is discontinued or your Financial Institution's participation in Rewarder is suspended or discontinued, then during the 90 days notice period, you will be able to redeem your Loyalty Points. After expiration of this 90 days notice period, your Financial Institution 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 Your Financial Institution 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 your Financial Institution makes to these Terms and Conditions, you must contact your Financial Institution 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 your Financial Institution cancelling your Rewarder Loyalty Card and transferring any unused Loyalty Points to your nominated bank account. If you retain and use your Rewarder Loyalty Card after notification of any changes your Financial Institution 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 Your Financial Institution may notify you of changes either through:

- a letter to your last known address;
- notices on, or sent with account statements;
- notices on Electronic Banking Terminals or in branches; or
- press advertisements.

In addition, in the last two cases, the Financial Institution 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 Your Financial Institution will use its reasonable endeavours to ensure that details of your balances are up to date on the Rewarder website. However, transactional information that your Financial Institution gives you by the Rewarder website may not have been processed to your Rewarder Loyalty Card account at the time your Financial Institution 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.

PART B

14. 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 your Financial Institution or by calling the telephone number advised to you by your Financial Institution 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.

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 your Financial Institution.

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. PERSONAL IDENTIFICATION NUMBER (PIN) SECRECY

If you fail to properly safeguard your PIN, you may increase your liability for unauthorised use and lose some or all of your Loyalty Points (refer to section 22 below for a list of circumstances where you may be held liable for unauthorised use). **Your Financial Institution therefore strongly recommends that:**

- you not record your PIN on your Rewarder Loyalty Card or on anything with or near your Rewarder Loyalty Card;
- you not tell anyone your PIN or let anyone see it;

- you 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 notify your Financial Institution immediately.

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 your Financial Institution directly; or
- by telephoning the number advised to you by your Financial Institution at the time you received your Rewarder Loyalty Card.

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

By being a member of Rewarder, your Financial Institution 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 your Financial Institution 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, your Financial Institution 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.

Your Financial Institution 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 your Financial Institution 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, your Financial Institution will investigate and review that transaction in accordance with section 22 of these Terms and Conditions.

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

Your Financial Institution:

- 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 your Financial Institution imposes a temporary minimum or maximum limit, your Financial Institution 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 your Financial Institution imposes a new permanent minimum or maximum transaction limit, your Financial Institution 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 your Financial Institution before they can proceed. In these circumstances, prior to the transaction being completed, the relevant merchant's financial institution will obtain authorisation from your Financial Institution 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 your Financial Institution but the relevant transaction is not completed, your available Loyalty Points may be reduced for up to four (4) Business Days.

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.

Your Financial Institution has the right to refuse authorisation for you to effect a transaction if:

- your Financial Institution 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, your Financial Institution 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

Your Financial Institution 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 your Financial Institution before the expiration date of your current Rewarder Loyalty Card. You must give your Financial Institution a reasonable time to arrange cancellation of the issue of a replacement Rewarder Loyalty Card.

Your Financial Institution may issue a new Rewarder Loyalty Card to you at any time. All reissued cards are subject to these Terms and Conditions. Your Financial Institution 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 your Financial Institution 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 unauthorised use of your Rewarder Loyalty Card and your Financial Institution 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) your Financial Institution;
- (ii) employees or agents of your Financial Institution;
- (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 PIN and acknowledged receipt of your Rewarder Loyalty Card and PIN to your Financial Institution (if acknowledgement of receipt is required by your Financial Institution);

(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 it lost or stolen; or

(f) if you did not contribute to any unauthorised use of your Rewarder Loyalty Card.

(2) For the purpose of section 22(1), Coastline Credit Union Limited, your Financial Institution 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.

(3) If your Financial Institution 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(2) 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; or

(c) an amount calculated by adding the actual losses incurred for each day, up to the current daily withdrawal limit, on which unauthorised use occurred before you reported the loss, theft or unauthorised use of your Rewarder Loyalty Card, up to and including the day you make your report.

(4) In assessing your liability under section 22(3)(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.

(5) 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;

(b) your unused portion of your Loyalty Points; or

(c) the actual loss at the time your Financial Institution is notified of the loss or theft of your Rewarder Loyalty Card.

(6) In assessing your liability under this section 22:

(a) your Financial Institution 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.

(7) If you disagree with your Financial Institution's resolution process, you should contact your Financial Institution and request that your Financial Institution review its decision in accordance with section 23.

(8) The guidelines set out in sections 14 and 16 to safeguard your Rewarder Loyalty Card and PIN, are the minimum suggested security measures you should take.

23. 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 your Financial Institution as explained in section 17. As soon as possible, you must also provide your Financial Institution 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; and

- details of whether your Rewarder Loyalty Card is signed and your PIN secure.

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 your Financial Institution.

You can contact Coastline Credit Union Limited by telephone between 8.30am and 5pm Monday to Friday (excluding public holidays) Eastern Standard Time on 1300 36 1066. Or by

- (a) Email – mail@coastline.com.au
- (b) Fax – 02 6562 8940
- (c) Mail – PO Box 3119, West Kempsey NSW 2440

If your Financial Institution 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 relevant details from you, your Financial Institution 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, your Financial Institution 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 your Financial Institution is waiting for a response from you and you have been advised that your Financial Institution requires such a response.

If your Financial Institution 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 your Financial Institution's External Dispute Resolution Scheme.

Your Financial Institution is a member of the following External Dispute Resolution Scheme:

Credit Ombudsman Service Limited at

- (a) Mail - PO Box A252 Sydney South NSW 1235;
- (b) Phone -1800 138 422;
- (c) Fax - 02 9273 8400; or
- (d) Website – <http://www.cosl.com.au>

When your Financial Institution 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 in writing of other avenues of dispute resolution (including Consumer Affairs Agencies and Small Claims Courts), if you are not satisfied with your Financial Institution's decision.

If your Financial Institution 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 your Financial Institution fails to carry out these procedures or causes unreasonable delay, your Financial Institution 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, your Financial Institution 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 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 your Financial Institution 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 your Financial Institution.

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. Your Financial Institution may charge you a reasonable fee for providing a statement to you.

26. FEES AND CHARGES

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

Your Financial Institution reserves the right to charge a fee for any transaction at an Electronic Banking Terminal or for issuing additional or replacement cards. Prior to charging any fee, your Financial Institution will advise you of those fees in writing.

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

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

27. GOVERNMENT FEES AND CHARGES

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

Your Financial Institution 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.

31. 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 your Financial Institution is open for business, excluding Saturdays, Sundays and public holidays.

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

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

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 fees or charges, interest payable on your Credit Card Account, cash advances, corporate cheques, balance transfers and bill payments made through BPAY or any other electronic scheme).

Financial Institution means the financial institution that has provided you with your Rewarder Loyalty Card and with whom you hold a Credit Card Account.

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.

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

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

Rewarder Loyalty Card means the card branded 'Rewarder' which is issued by your Financial Institution 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 your Financial Institution 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.

32. INTERPRETATION

For the purposes of these Terms and Conditions “day” means a 24 hour period commencing at midnight Eastern Standard Time or Eastern Summer Time, as the case may be, in Sydney.

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.