



Amplify Rewards Terms and Conditions

(Applicable to Amplify Cards linked to Amplify Rewards)

Amplify Qantas Terms and Conditions

(Applicable to Amplify Cards linked to Amplify Qantas)

Effective Date: 1 July 2017

Contents

PART ONE

- Amplify Rewards Terms and Conditions

1	When do these terms and conditions apply?.....	4
2	Switching between Amplify Rewards and Amplify Qantas.....	4
3	How does Amplify Rewards work?.....	6
4	How do you earn Amplify Points?.....	6
5	When we will not award Amplify Points or fulfil a reward claim.....	8
6	How long do you have to use your Amplify Points?.....	8
7	What are the rewards?.....	9
8	How do you claim a reward?.....	9
9	Who is responsible for the rewards?.....	12
10	How do you keep track of your Amplify Points and reward entitlements?.....	12
11	How do we communicate with each other?.....	13
12	Amplify Points themselves do not have monetary value.....	14
13	Your responsibility to pay any costs.....	14
14	What happens to information we collect about you?.....	15
15	Disclaimer.....	15
16	Additional Privacy Acknowledgement and Consent.....	16
17	Changes to these terms and conditions and Amplify Rewards.....	16
18	Termination.....	17
19	Definitions.....	17
20	Interpretation.....	20

PART TWO

- Amplify Qantas Terms and Conditions

1	When do these terms and conditions apply?	21
2	Switching between Amplify Qantas and Amplify Rewards	21
3	How does Amplify Qantas work?	22
4	How do you earn Qantas Points?	23
5	How long do you have to use your Qantas Points?	24
6	How do you earn additional or extra Qantas Points?	24
7	When don't you earn Qantas Points?	25
8	How do you keep track of your Qantas Points?	27
9	Advising your Qantas Frequent Flyer Membership Number	28
10	Variations relating to Qantas Points	28
11	Cards linked to Amplify Qantas cannot earn Amplify Points	29
12	How long do you have to use your Amplify Points if you have switched to Amplify Qantas from Amplify Rewards or closed your Card Account?	29
13	How do you keep track of your Qantas Points earned through Amplify Qantas?	29
14	How do we communicate with each other in relation to Amplify Qantas?	29
15	Additional Privacy Acknowledgement and Consent	30
16	Changes to these terms and conditions	30
17	Termination of Amplify Qantas	31
18	Interpretation	31

PART ONE - Amplify Rewards Terms and Conditions

General

1. When do these terms and conditions apply?

These terms and conditions set out in clauses 1 to 20 of Part 1 of this document (“**Amplify Rewards Terms and Conditions**”) govern the use of your Cards where you have elected to link your Card Account to Amplify Rewards.

You (and, if applicable, any Additional Cardholder(s)) are automatically bound by these terms and conditions when either:

- (a) you (or a Joint Account Owner or your Additional Cardholder(s)) first sign a Card, activate a Card or authorise a transaction on your Card Account after we have approved your application for a Card which you have chosen to link to Amplify Rewards; or
- (b) we process your request (or the request of both of you if you are Joint Account Owners) to switch the rewards program to which your Card(s) and Card Account is linked from Amplify Qantas to Amplify Rewards.

You agree that these terms and conditions apply to any Amplify Points you earn using your Card or Card Account. You may only link your Card Account to one rewards program at a time and all Cards issued on your Card Account must be linked to the same rewards program.

Your use and the operation of your Card is also subject to separate conditions of use provided when we approved your Card (“**Conditions of Use**”). Should you like an additional copy of these Conditions of Use, please contact us on 13 22 66, 24 hours a day, 7 days.

2. Switching between Amplify Rewards and Amplify Qantas

2.1 Your ability to effect a Program Switch by de-linking your Card(s) from Amplify Qantas and linking it or them to Amplify Rewards or by de-linking your Card(s) from Amplify Rewards and linking it or them to Amplify Qantas is governed by the following:

- (a) An Account Owner, or both of you if you are a Joint Account Owners, may switch the Card Account between Amplify Qantas and Amplify Rewards at any time and any number of times, subject to the time it takes us to process each request.
- (b) You should allow at least 10 business days for a Program Switch to be processed. Any points earned during the period between the request for a Program Switch and the date the Program Switch occurs will be earned in the rewards program you are switching from.
- (c) If the Card Account is held by Joint Account Owners both Account Owners must request a Program Switch.
- (d) When a Program Switch is processed, the change in rewards program will apply to all Cards linked to a Card Account.

- (e) We will write to all Account Owners within 10 business days of our processing a Program Switch to advise them of the new rewards program to which their Card Account is linked; and
- (f) Any residual Amplify Points will be subject to forfeiture if not redeemed within 90 days from the date the Program Switch occurs.

When you switch from Amplify Qantas to Amplify Rewards

- 2.2 When you switch your Card from Amplify Qantas to Amplify Rewards, the terms and conditions of Amplify Qantas and of the Qantas Frequent Flyer program will continue to apply to the Qantas Points you have already earned through Amplify Qantas.
- 2.3 Qantas Points cannot be earned on a Card or Card Account once a Program Switch to Amplify Rewards has been processed. You can continue to earn Qantas Points earned on another eligible Card Account linked to Amplify Qantas when that account is in your name or held jointly by you with someone else, in accordance with the Amplify Qantas Terms and Conditions.
- 2.4 You cannot combine your Qantas Points earned by use of a Card or Cards within Amplify Qantas with Qantas Points earned on another account in someone else's name.
- 2.5 Points cannot be combined/transferred from Amplify Qantas to Amplify Rewards under any circumstances.

When you switch from Amplify Rewards to Amplify Qantas

- 2.6 When you switch your Card from Amplify Rewards to Amplify Qantas, the terms and conditions of Amplify Rewards will continue to apply to the Amplify Points you have already earned through Amplify Rewards.
- 2.7 Amplify Points cannot be earned on a Card or Card Account once a Program Switch to Amplify Qantas has been processed. You can continue to earn Amplify Points earned on another eligible Card Account linked to Amplify Rewards when that account is in your name or held jointly by you with someone else, in accordance with the Amplify Rewards Terms and Conditions.
- 2.8 You cannot combine your Amplify Points earned by use of a Card (Cards) within Amplify Rewards with Amplify Points earned on another Card Account in someone else's name unless you are a Joint Owner of that other Card Account.
- 2.9 Points cannot be combined/transferred from Amplify Rewards to Amplify Qantas under any circumstances.
- 2.10 Any residual Amplify Points remaining in your Amplify Rewards Account prior to the date the Program Switch occurs will be subject to forfeiture if not redeemed within 90 days from the date of processing of the Program Switch.

3. How does Amplify Rewards work?

- 3.1 You, as an Account Owner, can link your Card Account to Amplify Rewards by either:
- (a) registering online for Amplify Rewards at amplify.bankofmelbourne.com.au; or
 - (b) linking your Card Account from your Card Account details page on Internet Banking.

You will need to link your Card Account before you can access your Amplify Rewards Account details on the Amplify Rewards website. Activation is only required the first time you log on to the Amplify Rewards website.

- 3.2 Subject to the exclusions set out in clause 4.5, under Amplify Rewards, Amplify Points are earned whenever goods or services are purchased using a Card or the Card Account. Amplify Points are generally credited to the Amplify Rewards Account the next business day after the transaction has been processed to the Card Account.
- 3.3 You or a Joint Account Owner (if there is one) may convert all or some Amplify Points held in the Rewards Account to rewards that Amplify Rewards may offer from time to time and for which you qualify.
- 3.4 Additional Cardholders on your Card Account earn Amplify Points by use of their Card or the Card Account subject to these terms and conditions. However, Additional Cardholders cannot redeem Amplify Points or access account information.

4. How do you earn Amplify Points?

- 4.1 Amplify Points earned are calculated on the number of Australian dollars charged to the Card Account in connection with purchases of goods or services (including any GST payable in respect of the goods or services) from Merchants accepting your Card.

You earn points on the following basis:		
Amplify card	Amplify Platinum card	Amplify Signature card
<ul style="list-style-type: none">• 1 point for every \$1 spent on eligible purchases at any Merchant.	<ul style="list-style-type: none">• 1 point for every \$1 spent on eligible purchases at any Merchant.	<ul style="list-style-type: none">• 1.5 points for every \$1 spent on eligible purchases at any Merchant.

- 4.2 Birthday bonus is calculated over a period of 12 months, on the number of Amplify Points (excluding bonus points), earned on Amplify Signature Card purchases, from the day of the Account Owner's birthday to the day prior to the Account Owner's birthday, other than the first Birthday bonus which will be calculated from the day of Card approval to the day prior to the Account Owner's birthday.

The Amplify Signature Card Account Owner will receive ten percent of the points earned during the Birthday bonus calculation period if the Card Account is in order at the time of assessment time. These points will be credited to the Amplify Rewards Account within 4 weeks of the Account Owner's birthday. A Program Switch will require an adjustment to the Birthday bonus calculation. For Joint accounts the first listed Account Owner's birthday is used for the calculation. The Birthday bonus can be accessed by all Account Owners.

- 4.3 You may also earn bonus Amplify Points per dollar spent from time to time for using your Card or Card Account to acquire goods or services. There is no limit on the number of bonus points you can earn in any statement cycle.

You may also earn additional bonus Amplify Points in connection with special promotions offered from time to time. You may use those additional bonus Amplify Points to redeem rewards. The conditions applying to those will be advised at the time of the promotion.

- 4.4 We may change the way you earn Amplify Points from time to time, including by introducing new ways of earning Amplify Points or by changing existing ways of earning Amplify Points. We will give you reasonable prior notice (of at least 30 days) if we wish to remove existing ways of earning Amplify Points or change the way you earn Amplify Points.

- 4.5 While Amplify Points are earned when you purchase goods and services, please note that Amplify Points are not earned in respect of the following amounts that may be charged to your Card Account:

- government charges (other than GST payable in connection with the purchase of goods or services on which you earn Amplify Points)
- interest and other bank fees and charges (including any GST payable on any of these)
- cash advances (any transaction treated by us as a cash advance as further explained in the "Interpretation" section - clause 19 below)
- balance transfers
- BPAY payments, i.e. bill payments and other payments made through the BPAY Electronic Payments Scheme.

Also, if you (or an Additional Cardholder) return any goods or services purchased with the Card or Card Account, or your Card Account is credited in connection with a disputed transaction, we will adjust the Amplify Points total earned by deducting any Amplify Points, which were earned in connection with the original or disputed transaction.

5. When we will not award Amplify Points or fulfil a reward claim

- 5.1 You do not earn Amplify Points and Account Owners may not redeem Amplify Points for a reward, if the Card Account is in arrears for two consecutive Card statement cycles. The Card Account must be brought up-to-date by paying the arrears before you can recommence earning Amplify Points or a reward can be redeemed.
- 5.2 You are not entitled to Amplify Points (and we may correct the Amplify Rewards Account points record by deleting Amplify Points invalidly awarded) if:
- Bank of Melbourne cancels your Card or terminates the Card Account for any reason, or
 - we reasonably suspect that you or a joint Account Owner or an additional Cardholder is behaving or has behaved fraudulently, or
 - a transaction relates to the conduct of a business, the Card or the Card Account is used to make purchases that are business-related (including any expenditure of a personal business nature) or the Card is used to purchase goods or services that are not used wholly or predominantly for personal, domestic or household purposes, or
 - you breach the terms and conditions of your Card (including exceeding your authorised credit limit) or these terms and conditions.

6. How long do you have to use your Amplify Points?

- 6.1 Your Amplify Points will not expire while the Card Account remains open but in some circumstances set out in these terms and conditions, an Account Owner may not be entitled to them or be able to claim rewards (and we may correct your Amplify Points record by deleting any Amplify Points invalidly earned).
- 6.2 If the Card Account is closed or the rewards program to which your Card and Card Account is linked is changed from Amplify Rewards to Amplify Qantas, all Amplify Points standing to the credit of the Rewards Account must be used within 90 days from the date of the letter advising you that the account is closed or notifying you of the Program Switch. The Account Owner(s) will not be able to use the Amplify Points remaining unused after that period to claim rewards.
- 6.3 In the event of an Account Owner's death:
- (a) Where the deceased Account Owner is a Joint Account Owner, no person, including any Additional Cardholder, other than the remaining Joint Account Owner will be entitled to the Amplify Points in the Rewards Account and to redeem them subject to these terms and conditions.

(b) Where the deceased Account Owner is a sole Account Owner, on receipt of formal notice of the Account Owner's death within six months of their death, we will automatically convert the Amplify Points in the Rewards account to a credit to the Card Account at the rate set out on amplify.bankofmelbourne.com.au, and close the Rewards Account. These terms and conditions will apply to the redemption, with the exception that no minimum points balance will apply. Where notice of the deceased Account Owner's death is not received and our conversion of the Amplify Points is not completed within 6 months of the Account Owner's death, the Amplify Points in the Rewards Account will be forfeited and the Rewards Account closed.

6.4 We may discontinue Amplify Rewards at any time at our discretion. Should we discontinue Amplify Rewards, we will notify you and advise Account Owner(s) of the period during which they may convert the Amplify Points in the Rewards Account to rewards.

We will give Account Owners at least 90 days from the date we tell you that Amplify Rewards is discontinued to use Amplify Points in the Rewards Account.

After Amplify Rewards is discontinued, Amplify Points will no longer be earned using the Card or the Card Account.

7. What are the rewards?

7.1 The rewards available through Amplify Rewards at any time are set out on the Amplify Rewards website which you can access through amplify.bankofmelbourne.com.au or you can contact the Amplify Card Service number on the back of your Card.

7.2 All rewards are subject to availability and substitutions may be necessary. We will only substitute rewards where we reasonably consider they are comparable.

7.3 All rewards are subject to the specific conditions on which the provider of the reward makes the reward available, these may change. If there is any inconsistency between them and these terms and conditions, the specific conditions prevail.

8. How do you claim a reward?

8.1 Only an Account Owner may claim a reward - Additional Cardholders may not claim rewards.

8.2 If you are an Account Owner, you may claim a reward if there are sufficient Amplify Points in your Amplify Rewards Account at the time of your claim, or you can use the Points Plus Pay option when you have a minimum of 3,000 Amplify Points. The number of Amplify Points required for each reward is available through the Amplify Service Centre contacted by using the Amplify Card Service number on the back of your Card or available online at amplify.bankofmelbourne.com.au. You can only select rewards current at the time you claim a reward. You must have earned at least 3,000 Amplify Points before you can claim a reward.

Your Amplify Points can be combined with Amplify Points earned on another eligible Amplify Card Account when the account is in your name or you are a Joint Account Owner of that second Amplify Rewards Account. You cannot combine your Amplify Points with Amplify Points earned on an account in someone else's name.

- 8.3 If you are an Account Owner, you can claim a reward by telephoning the Amplify Service Centre, or through the Amplify Rewards website, which you can access through amplifybankofmelbourne.com.au. For rewards, which are delivered, you should allow five business days for reward vouchers and ten business days for other rewards to be dispatched from the time you make your request for delivery of your reward. We will arrange for your reward to be delivered to the address you confirm at the time of making your redemption. The delivery address cannot be a PO Box unless the reward is a reward voucher. Where there is a delay in delivery we will notify you and provide you with the option to change your reward. You may be charged for delivery of your rewards. We will tell you about the delivery charges before they are incurred. We may require that reward vouchers for a relatively high value and certain other rewards are couriered rather than posted. We will let you know where this is the case and will require you to pay the courier charges.

Neither we, nor our agents are responsible if a reward (including a reward voucher) is lost, stolen or damaged after it has been dispatched for reasons beyond our reasonable control.

- 8.4 **Airline loyalty program points conversions** - if you are a member of an airline loyalty program participating in Amplify (and you are an Account Owner) you may convert Amplify Points to your nominated participating airline's loyalty program points. You should allow at least three business days for your Amplify Points to be converted to the airline's loyalty program points or the time frame advised at the time of conversion.

We will tell you which airlines are participating in Amplify Rewards from time to time. For details, contact the Amplify Rewards Centre or visit the website amplify.bankofmelbourne.com.au.

The terms set out below also apply to airline loyalty program points conversions:

- (a) You must be a member of the airline loyalty program for the participating airline you nominate to convert points earned in Amplify to the points of that airline. You can convert Amplify Points earned by you, a Joint Account Owner or Additional Cardholders but cannot convert to the airline loyalty program account of an Additional Cardholder.
- (b) You can convert Amplify Points to an airline loyalty program account in your name only or Joint Account Owner.
- (c) Amplify Points may be converted to points in a participating airline's program, based on the current points exchange rate parity for that particular airline:
 - one Amplify Point converts to 0.5 airline loyalty program points in the airline loyalty program programs of Enrich from Malaysia Airlines, Singapore Airlines Krisflyer program and Velocity

- The airlines that are participating in Amplify Rewards are: Malaysia Airlines, Singapore Airlines and V Australia and Virgin Blue. Please check amplify.bankofmelbourne.com.au for details of when Amplify Points conversion in each airline loyalty program will be available.
- (d) Airline loyalty program points cannot be converted to Amplify Points.
 - (e) You must have earned a minimum 3,000 Amplify Points before you can convert them to airline loyalty program points and you may only convert Amplify Points to airline loyalty program points in set minimum increments - you can obtain details of these at amplify.bankofmelbourne.com.au.
 - (f) Once you have converted Amplify Points to airline loyalty program points:
 - you cannot convert them back to Amplify Points
 - the airline loyalty program points are not subject to these terms and conditions
 - the airline loyalty program points are subject to the rules and terms and conditions of the applicable airline's program.
 - (g) Only whole airline loyalty program points can be converted using your Amplify Points.
 - (h) Membership of the applicable airline loyalty program is subject to the rules and terms and conditions of that airline loyalty program.
 - (i) You may not supplement Amplify Points with cash to enable you to claim airline loyalty program points.
- 8.5 **Travel** - you may redeem Amplify Points for travel. Travel rewards may include flights, tours, car hire, hotel accommodation or a combination of these. These rewards may be offered by the travel provider who is a redemption partner. Please note all travel bookings are subject to availability. Alternatively, you may call Amplify Travel by using the Amplify Card Service number on the back of your Card and redeem Amplify Points directly for any travel bookings able to be booked by Amplify Travel as a licensed travel agent.
- 8.6 **Reward vouchers** - you may redeem your Amplify Points for reward vouchers which the Amplify Service Centre will send you. Reward vouchers are to be redeemed with the reward provider specified on the reward voucher. If the reward voucher contains an expiry date, it cannot be used after that time and Amplify Points will not be recredited to you if you do not use a reward voucher. Rewards vouchers cannot be redeemed for cash, cheques, money orders or other payment instruments.
- 8.7 **Charity donations** - you may redeem your Amplify Points for a donation to a participating charity. You should make your own inquiries with your tax advisor as to whether such a redemption gives rise to any tax deductions.
- 8.8 **Merchandise rewards** - you may redeem your Amplify Points for specified merchandise. The Amplify Service Centre will arrange for these rewards to be delivered to you.

- 8.9 **Points Plus Pay option** - if you have insufficient Amplify Points to enable you to redeem a particular reward, in the case of certain rewards, you may pay an additional amount for the portion of the reward not covered by your Amplify Points earning to redeem that reward. This is known as the Points Plus Pay option.

We will determine when and how that top up option is available at any time. You can contact the Amplify Service Centre for further details.

The Points Plus Pay option will not be available to redeem rewards which are airline points, banking rewards, and BT Super For Life.

- 8.10 **You cannot cancel a reward claim (subject to clause 7.3)** - if you claim a reward, you cannot change or cancel that claim nor can you exchange or return a reward to obtain a recredit of the relevant Amplify Points.
- 8.11 **Order of Amplify Points redemption** - when Amplify Points are redeemed for rewards, they are redeemed in the order in which they were earned, so that the oldest Amplify Points in the Amplify Rewards points record are redeemed first whenever you claim a reward.
- 8.12 **Changes to Amplify Points redemption** - we may change the way you redeem your Amplify Points from time to time, including by introducing new ways or changing existing ways of redeeming Amplify Points. We may also change the way you redeem your Amplify Points according to the type of Card that was used to earn those Amplify Points.

9. Who is responsible for the rewards?

We are responsible for ensuring that the rewards are made available to you as set out in these terms and conditions.

Our liability to you in respect of any rewards or goods or services redeemed using your Amplify Points is set out in section 15.

Neither we nor our agents are responsible if you cannot claim or redeem a reward for reasons beyond our or any of our agents' reasonable control (including lost/stolen rewards, industrial disputes, insolvency, flood, war or civil disturbance, acts of terrorism, acts of God, aircraft unserviceability or unavailability, or the failure of a redemption partner to honour its obligations under Amplify Rewards for any reason). However, in these circumstances, where your Amplify Points have not been converted, you may claim an alternative available reward.

10. How do you keep track of your Amplify Points and reward entitlements?

- 10.1 You, as an Account Owner, will receive a monthly Amplify credit card statement showing the Amplify Points that have been credited to your Amplify Points balance during that Amplify statement period and any Amplify Points you have used to claim a reward during the period covered by the Amplify statement.

- 102 You, as an Account Owner, will receive a quarterly email communication on your rewards account, where you have provided an email address and have not chosen to opt out of this communication.
- 103 You, as an Account Owner, may also access a detailed record of your rewards account on the rewards website on amplify.bankofmelbourne.com.au, listing all Amplify point earning transactions in the previous 90 days and a listing of all redemption transactions completed against the account selected.
- 104 You, as an Account Owner, may also access your available Amplify Points balance on the account details page on Internet Banking.
- 105 New Amplify Points are generally updated to the Amplify Rewards Centre each business day for transactions processed to your credit card account on the previous business day.
- 106 Amplify Points can be used to claim rewards as soon as they have been processed and have been added to the Amplify Rewards Account points record.
- 107 You should contact the Amplify Service Centre if you have any questions about the details of your Amplify Points on your Amplify Rewards Account. If you think you are entitled to more points than the Amplify Credit Card statement shows, you must also send copies of the relevant sale receipts or the Card statement showing the transactions for which you believe you are entitled to additional Amplify Points. We investigate all queries and make the final decision if there is any dispute.
- 108 We may adjust your total Amplify Points (backdating the adjustment if necessary) if Amplify Points have been incorrectly credited or debited for any reason.

11. How do we communicate with each other?

We will send communications in connection with Amplify Rewards to your email address last notified to us via the amplify.bankofmelbourne.com.au website or through the Amplify Rewards Centre. You must tell us if you change your email address.

You can contact us in the following ways:

By telephone

- For Amplify & Amplify Platinum cards, call 1300 600 266; and
- For Amplify Signature cards, call 1300 851 348.

By post

Amplify Rewards Centre
Locked Bag 337
Balmain NSW 2041

By website

Visit amplify.bankofmelbourne.com.au

12. Amplify Points themselves do not have monetary value

Amplify Points are not property and do not have any monetary value except in respect of the value assigned to them under the Amplify Rewards program. Amplify Points and rewards may not be transferred, sold, bequeathed or inherited (except as set out in clause 6.3).

Amplify Points can only be redeemed for rewards and are not convertible into cash except as otherwise notified by us. Amplify Points are just used to record the entitlement of Card Owners to claim a reward.

13. Your responsibility to pay any costs

Account Owners are responsible to pay or reimburse us or Bank of Melbourne for any tax liability (including any GST that may be payable), stamp duty or other duty or government charges or airport related charges in connection with the receipt of Amplify Points or a reward.

We are not aware of any individual's particular circumstances and therefore cannot provide any taxation advice in relation to any Card or Card Account. No clause in these terms and conditions should be construed as a statement as to the taxation consequences or taxation treatment of any aspect of your Card or Card Account. In addition, we draw your attention to Practice Statement PS LA 2004/4, which outlines as at the date of these terms and conditions, the view of the Commissioner of Taxation in relation to the circumstances when rewards provided under a consumer loyalty program may be subject to income tax or fringe benefits tax. As each individual's circumstances may vary, we recommend you seek independent advice regarding the tax treatment, if any, resulting from your use of your Card or Card Account or from your participation in Amplify Points earning or receipt of Amplify Points.

Amplify Points derived in connection with, or in relation to, any Card or Card Account, or any related fees and charges must not form part of any employment contract, or any consideration for any service between you and your employer.

We may introduce an Amplify annual membership fee or other fees in connection with Amplify Rewards. These fees would be in addition to your annual Card fee. If we do, we will notify you by giving you reasonable prior notice (but at least 30 days).

14. What happens to information we collect about you?

You authorise us, any of our agents and the Amplify Rewards Centre to seek access to, collect and use information about you in connection with Amplify Rewards including:

- personal details such as name, address, date of birth and occupation
- transaction or event information resulting in Amplify Points being credited or debited
- the number of Amplify Points credited or debited
- the number of Amplify Points you earn, and
- things you tell us or the Amplify Rewards Centre about Amplify Rewards.

We agree not to use or disclose that information except in connection with:

- administering Amplify Rewards, or
- providing services and rewards relating to Amplify Rewards, or
- planning, researching and the promotion and marketing (whether targeted, direct or indirect) of our services and the goods or services of Bank of Melbourne or any other redemption partner.

You consent to us disclosing your information to any party to facilitate the above.

15. Disclaimer

We accept our liability to you for direct losses resulting from a breach of contract or negligence under the principles applied by the courts, except if you have used your Card and Amplify Rewards for business purposes. We, Bank of Melbourne and our agents are also not liable for any loss:

- to the extent that it is caused by you (for example, through your negligence or breach of contract)
- to the extent that it results from your failure to reasonably mitigate your loss, or
- caused by events outside our reasonable control (such as an act of God).

You may also have other rights under consumer protection legislation.

Our failure to enforce a term of these terms and conditions does not mean we waive that term.

16. Additional Privacy Acknowledgment and Consent

16.1 In addition to the Privacy acknowledgments and consents set out in the Card application form, advised to you when you applied for the Card and on bankofmelbourne.com.au/about-us/privacy:

- you acknowledge and authorise us and our service providers to exchange, collect, use and disclose your personal information (including your name, address, and the fact that you have an approved Amplify credit card facility) with the managers and administrators of the rewards program to which you have requested or may request your Amplify Card(s) to be linked from time to time and to their service providers, including, as relevant, the administrators and service providers of the Amplify Rewards program
- you acknowledge that the exchange of your personal information above is necessary and will be limited to that which is necessary to ensure that you can earn and as relevant, redeem points under your selected rewards program and be provided with the benefits of that rewards program (subject to the terms and conditions applicable to that program), including information on it and available rewards
- you acknowledge that, if you choose to link our Amplify Card(s) to Amplify Rewards, your personal information will be dealt with in accordance with the Amplify Rewards Terms and Conditions and the Bank of Melbourne Privacy policy (available on bankofmelbourne.com.au/about-us/privacy).

17. Changes to these terms and conditions and Amplify Rewards

We may change these terms and conditions at any time in accordance with this clause.

Changes to the number of Amplify Points required to obtain a reward - we may make changes which affect the number of Amplify Points required to redeem a reward:

- on 30 days prior notice where the change only applies to Amplify Points accrued after the effective date of the change, or
- on reasonable prior notice (but at least 30 days) where the change applies to Amplify Points you have already received as well as those accrued after the effective date of the change
- without prior notice where the change is due to increases in third party costs we incur in providing that reward.

Removal of rewards - we may remove rewards in the following circumstances:

- for rewards which we reasonably consider are not material to the character and nature of Amplify Rewards, without prior notice, or
- for rewards which we reasonably consider are material to the character and nature of Amplify Rewards (including airline program rewards or entire reward categories), on reasonable prior notice (which will be not less than **90** days except if the removal of the reward is due to our inability to negotiate on terms reasonably acceptable to us the continued availability of the reward, in which case we will give you as much notice as reasonably practicable).

Other material changes - We may make any other material changes to these terms and conditions by giving you reasonable prior notice (but at least 30 days).

Non-material changes - We may make non-material changes to these terms and conditions without prior notice.

You agree that you are bound by any change as it applies from the effective date when you (or an Additional Cardholder) first sign a Card, activate a Card or authorise a transaction on your Card Account, or redeem a reward after we notify you of the change or after the change is effective. Any notices under this clause will be sent to your postal or email address last notified to us for your Credit Card statement.

We may transfer some or all of our rights and obligations under these terms and conditions to another person at any time. You agree that you consent to such transfer when you (or an Additional Cardholder) first sign a Card, activate a Card or authorise a transaction on your account after we notify you of the transfer.

18. Termination

We may terminate Amplify Rewards at any time.

We will notify you as soon as practicable of the termination and the time period in which you may use your Amplify Points to claim rewards (which will be at least 90 days from the date we tell you that Amplify Rewards is discontinued). If we terminate the program under this clause, we will provide you with a pro rata refund of any annual membership fees or other fees you paid us (if applicable) for participating in Amplify Rewards for the current membership year.

19. Definitions

(a) In these Amplify Rewards Terms and Conditions:

Account Owner means you, a Bank of Melbourne customer, identified as the Account Owner in the Offer and does not include any Additional Cardholder. The Account Owner is also a primary Cardholder, and may also be a Joint Account Owner. The Account Owner is the person who is responsible for all transactions on the Card Account.

Additional Cardholder means a person to whom a Card is issued at the request of an Account Owner and who is authorised to transact on the Card Account.

Airline loyalty program means an airline loyalty program run or operated by any airline who has agreed with us to participate in Amplify Rewards as a redemption partner.

Amplify Points means points earned in Amplify Rewards by use of a Card or the Card Account.

Amplify Qantas means the rewards program operated by us that allows the earning of Qantas Points directly by use of a Card subject to the Amplify Qantas Terms and Conditions.

Amplify Qantas Centre means the centre operated by us or our agent to handle Amplify Qantas enquiries. Relevant Service Centre contact details appear in "How do we communicate with each other?" - Part 2 clause 14 of these terms and conditions.

Amplify Qantas Terms and Conditions means Part 2 of this document.

Amplify Rewards means the rewards program operated by us that allows the earning of Amplify Points directly by the use of Card and is governed by these terms and conditions.

Amplify Rewards Account and **Rewards Account** mean the account in which Amplify Points earned by use of a Card accumulate.

Amplify Rewards Centre means the centre operated by us or our agent to handle Amplify Rewards enquiries and process requests for rewards. Relevant Service Centre contact details appear on the Amplify website amplify.bankofmelbourne.com.au and in "How do we communicate with each other?" - Part 1 clause 10 of these terms and conditions.

Amplify Rewards Terms and Conditions means Part 1 of this document.

Amplify Travel means the travel agent operated by us or our agent as part of the Amplify Rewards Centre.

Amplify Card, Card or **Credit Card** means any Westpac issued and Bank of Melbourne branded Card that may be linked to either Amplify Rewards or Amplify Qantas. Amplify Card includes an Amplify Platinum Card and Amplify Signature Card where relevant.

Bank of Melbourne means Bank of Melbourne - A Division of Westpac.

Card Account means the account established by us to record transactions made using the Cards.

Cardholder means an Account Owner/Joint Account Owner to whom we have issued a Card and any Additional Cardholder.

cash advance means any transaction treated by us as a cash advance, including where you or the additional Cardholder:

- draw cash from the Card Account using an automatic teller machine or at a financial institution, or
- receive from a Merchant a cash substitute (including, but not limited to, using the Card Account to purchase gambling chips or tokens, travellers' cheques or money orders, or to load value to a stored value Card or facility), or
- use the Card Account to pay bills through a third party where the Merchant does not accept credit card payments, or
- use the Card Account to pay bills over the counter at a financial institution, or
- transfer, or arrange for the transfer of, funds from the Card Account to another account.

Merchants enter into an agreement with their chosen financial institution, enabling the Merchant to accept payment for goods and services by credit card. Westpac, as the issuer of your Card, is only able to determine whether to treat a transaction you make with a Merchant on your Card Account as a purchase or a cash advance, based on information (including the type of business conducted by the Merchant) provided by that financial institution in the course of processing the transaction. Accordingly, credit card transactions made with certain Merchants may be treated as cash advances, even though such transactions do not fall within any of the above transaction categories. The most common types of Merchant outlet where this may occur are newsagencies and Merchants that sell lottery tickets or other gambling/gaming products.

Card Conditions of Use is defined in clause 1 of Part 1.

GST means a goods and services tax, value added tax, consumption tax, or any similar tax or a tax on services only.

Joint Account Owner means an Account Owner who holds a Card Account jointly with another primary Cardholder. Each Joint Account Owner is jointly and individually liable for the entire balance. Either of you can write to us and terminate your liability for future advances on your joint account. However, you remain liable for transactions made before, but debited to the account after, you terminate your liability.

Merchant means a provider of goods or services who accepts payment by Card.

Points Plus Pay option means the Amplify Points redemption option which provides for payment by cash or card in addition to points redemption for the redemption of a reward subject to specified terms and conditions.

Program Switch means changing the rewards program to which the Card and Card Account is linked.

Qantas means Qantas Airways Limited (ABN 16 009 661 901).

Qantas Points means rewards points in the Qantas Frequent Flyer program.

Qantas Frequent Flyer program means the loyalty program, which is known as the Qantas Frequent Flyer program.

redemption partner means us or any other person who agrees to provide rewards or extra points in connection with Amplify Rewards.

Rewards Account means Amplify Rewards Account.

we or **us** means Bank of Melbourne - A Division of Westpac.

Westpac means Westpac Banking Corporation ABN 33 007 457 141 AFSL and Australian credit licence 233714 and its related bodies.

you or **your** means the Account Owner.

20. Interpretation

- (a) Unless they are defined above, terms, which have a defined meaning in the conditions of use brochures, which govern the use, and operation of Bank of Melbourne's consumer and business credit cards, will have the same meaning in these terms and conditions.
- (b) The singular includes the plural and vice versa.
- (c) A reference to anything includes the whole and each part of it.
- (d) A reference to a document includes any variation or replacement of it.
- (e) A reference to a person includes their permitted successors and assigns.
- (f) The words "include", "including", "for example" or "such as", do not limit the meaning of the words preceding them to that example or examples of a similar kind.

PART TWO - Amplify Qantas Terms and Conditions

General

1. When do these terms and conditions apply?

These terms and conditions set out in clauses 1 to 18 of Part 2 of this document ("**Amplify Qantas Terms and Conditions**") govern the use of Cards and Card Accounts to earn Qantas Points in the Qantas Frequent Flyer program ("**Points Earning**") and the crediting of those points to the Nominated Qantas Frequent Flyer Membership Account ("**Points Crediting**").

You (and, if applicable, any Additional Cardholder(s)) are automatically bound by these terms and conditions when either:

- (a) we process your request (or the request of both of you if you are Joint Account Owners) to switch the rewards program to which your Card(s) and Card Account is linked from Amplify Rewards to Amplify Qantas; or
- (b) you (or any Additional Cardholder) first sign a Card, activate a Card or authorise a transaction on your Card Account after we have approved your application for a new Card linked to Amplify Qantas.

Your use and the operation of your Card is also subject to separate conditions of use provided when we approved your Card ("**Conditions of Use**"). Should you like an additional copy of these Conditions of Use, please contact us on 13 22 66, 24 hours a day, 7 days.

You agree that these terms and conditions apply to any Qantas Points you earn using your Card or Card Account. You may only link your Card Account to one rewards program at a time and all Cards issued on your Card Account must be linked to the same rewards program.

2. Switching between Amplify Qantas and Amplify Rewards

2.1 Your ability to affect a Program Switch by de-linking your Card(s) from Amplify Qantas and linking it or them to Amplify Rewards or by de-linking your Card(s) from Amplify Rewards and linking it or them to Amplify Qantas is governed by the following:

- (a) An Account Owner, or both of you if you are Joint Account Owners, may switch the Card Account between Amplify Qantas and Amplify Rewards at any time and any number of times, subject to the time it takes us to process each request.
- (b) You should allow at least 10 business days for a request to switch to be processed. Any points earned during the period between the request for a Program Switch and the date the Program Switch occurs will be earned in the rewards program you are switching from.
- (c) If the Card Account is held by Joint Account Owners both Account Owners must request a Program Switch.
- (d) When the Program Switch is processed, the change in rewards program will apply to all Cards linked to the Card Account.

- (e) We will write to all Account Owners within 10 business days of our processing a Program Switch to advise them of the new rewards program to which their Card Account is linked.

When you switch from Amplify Qantas to Amplify Rewards

- 2.2 When you switch the rewards program to which the Card Account is linked from Amplify Qantas to Amplify Rewards, the terms and conditions of Amplify Qantas and of the Qantas Frequent Flyer program will continue to apply to the Qantas Points you have already earned through Amplify Qantas.
- 2.3 Qantas Points cannot be earned on a Card or Card Account once a rewards program Switch to Amplify Rewards has been processed. You can continue to earn Qantas Points earned on another eligible Card Account when that account is in your name, in accordance with the Amplify Qantas Terms and Conditions.
- 2.4 You cannot combine your Qantas Points earned by use of a Card within Amplify Qantas with Qantas Points earned on another account in someone else's name.
- 2.5 Points cannot be combined/transferred from Amplify Qantas to Amplify Rewards under any circumstances.

When you switch from Amplify Rewards to Amplify Qantas

- 2.6 When you switch the rewards program to which the Card Account is linked from Amplify Rewards to Amplify Qantas, the terms and conditions of Amplify Rewards will continue to apply to the Amplify Points you have already earned through Amplify Rewards.
- 2.7 Amplify Points cannot be earned on a Card or Card Account once a Program Switch to Amplify Qantas has been processed. You can continue to earn Amplify Points earned on another eligible Card Account linked to Amplify Rewards when that account is in your name or held jointly by you with someone else, in accordance with the Amplify Rewards Terms and Conditions.
- 2.8 You cannot combine your Amplify Points earned by use of a Card (Cards) within Amplify Rewards with Amplify Points earned on another Card Account in someone else's name unless you are a joint owner of that other Card Account.
- 2.9 You cannot transfer points between Amplify Rewards and Amplify Qantas.

3. How does Amplify Qantas work?

- 3.1 Subject to these Amplify Qantas Terms and Conditions, under Amplify Qantas, you can earn Qantas Points whenever goods or services are purchased using your Card or your Card Account.

3.2 The Qantas Points earned by use of the Card(s) or the Card Account will be transferred to the Nominated Qantas Frequent Flyer Membership Account of the Nominated Account Owner:

- who is a member of the Qantas Frequent Flyer Program, and
- whose Qantas Frequent Flyer Membership Account has been provided to Bank of Melbourne or the Amplify Rewards Centre, and
- in the case of Joint Account Owners, who has been nominated by all Account Owner(s) as the Account Owner who is to have the benefit of Qantas Points earned by use of the Card or Card Account.

The name of the Nominated Account Owner on the Card Account must be the same as the name on the Nominated Qantas Frequent Flyer Membership Account.

The Nominated Account Owner may then redeem these Qantas Points to rewards that Qantas may offer from time to time in the Qantas Frequent Flyer program.

4. How do you earn Qantas Points?

- 4.1 Only the Nominated Account Owner can earn Qantas Points under Amplify Qantas. Other Cardholders (including any Additional Cardholder) cannot earn Qantas Points under Amplify Qantas. However, only Account Owners are eligible for Points Crediting.
- 4.2 To be eligible for Points Crediting and be nominated as the recipient of the Qantas Points earned by use of the Card(s) or Card Account, the Nominated Account Owner **must be a member** of the Qantas Frequent Flyer program and we must have their valid Qantas Frequent Flyer program membership number.
- 4.3 Membership of and points in the Qantas Frequent Flyer program are subject to the terms and conditions of the Qantas Frequent Flyer program. A joining fee applies. Please refer to qantas.com.au/frequentflyer or call the Qantas Frequent Flyer Service Centre on 13 11 31 for more information. All references to earning Qantas Points in these terms and conditions are subject to the above requirements.
- 4.4 Subject to these terms and conditions, the Nominated Account Owner earns Qantas Points for Points Crediting each month by using your Card or the Card Account. Qantas Points are calculated on the number of Australian dollars charged to the Card Account in connection with purchases of goods or services (including any GST payable in respect of the goods or services) from Merchants accepting your Card.

4.5

You earn points on the following basis:

Amplify Card	Amplify Platinum Card	Amplify Signature Card
<ul style="list-style-type: none"> • 0.5 points for every \$1 spent on eligible purchases at any Merchant. 	<ul style="list-style-type: none"> • 0.5 points for every \$1 spent on eligible purchases at any Merchant. 	<ul style="list-style-type: none"> • 0.75 points for every \$1 spent on eligible purchases at any Merchant.

4.6 Birthday bonus is calculated over a period of 12 months, on the number of Qantas Points (excluding Bonus Points), earned on Amplify Signature Card purchases, from the day of the Account Owner’s birthday to the day prior to the Account Owner’s birthday, other than the first Birthday bonus which will be calculated from the day of Card approval to the day prior to the Account Owner’s birthday.

The Amplify Signature Card Account Owner will receive ten percent of the Qantas Points earned during the Birthday bonus calculation period if the Card Account is in order at the time of assessment time. These points will be credited to the Qantas Frequent Flyer Membership Account within 4 weeks of the Account Owner’s birthday. A Program Switch will require an adjustment to the Birthday bonus calculation. For Joint accounts the first listed Account Owner’s birthday is used for the calculation. The Birthday bonus can be accessed by all Account Owners.

4.7 Any purchases made by an Additional Cardholder will earn Qantas Points that are credited to the Nominated Qantas Frequent Flyer Membership Account in accordance with the conditions set out in this clause 4.

4.8 Only whole numbers of Qantas Points are awarded. Fractions of Qantas Points are not credited to the Nominated Qantas Frequent Flyer Membership Account but are carried over by us to be added to Qantas Points earned in the next statement period.

5. How long do you have to use your Qantas Points?

The use of Qantas Points, including the life of Qantas Points earned by use of the Card(s) or Card Account and credited to a Nominated Qantas Frequent Flyer Membership Account are governed by the terms and conditions of the Qantas Frequent Flyer program, available at qantas.com/terms or by calling the Qantas Frequent Flyer Service Centre on 13 11 31.

6. How do you earn additional or extra Qantas Points?

6.1 The Nominated Account Owner may receive Bonus Points from time to time for using your Card or the Card Account to acquire goods and services. You may also receive additional Bonus Points in connection with special promotions offered from time to time.

There is no limit on the number of bonus points you can earn in any statement cycle. When Bonus Points are calculated for a purchase transaction:

- no fractions of Bonus Points are awarded;
- no Bonus Points are earned on spend amounts less than 50 cents;
- spend amounts between 50 cents and \$1 earn Bonus Points at the applicable \$1 spend rate.

6.2 Additional Qantas Points may also be earned from time to time for using a Card or the Card Account at Qantas Frequent Flyer program partners to acquire goods or services – once on your Card or Card Account and once with the Qantas Frequent Flyer program partner. You may also receive additional Qantas Points in connection with special promotions offered from time to time by Qantas. The terms applying to the calculation of these additional points are determined by the Qantas Frequent Flyer program partner or by Qantas as relevant.

6.3 In order for you to determine participating Qantas Frequent Flyer program partners visit qantas.com/frequentflyer.

7. When don't you earn Qantas Points?

7.1 If we do not have a valid Nominated Qantas Frequent Flyer Membership Account number, the Card Account and use of the Cards will earn Qantas Points but these points will not be available for Points Crediting. If you are an Account Owner, to inform us of your Nominated Qantas Frequent Flyer Membership Account number, call the Amplify Service line number on the back of your Card and select the option for the Amplify Rewards Centre.

7.2 Qantas Points are not earned in respect of the following amounts that may be charged to the Card Account:

- government charges (other than GST payable in connection with the purchase of goods or services on which you earn Qantas Points)
- interest and other bank fees and charges (including any GST payable on any of these)
- cash advances (any transactions treated by us as a cash advance as further explained in the "Interpretation" section - clause 16 below)
- any spend deemed by us to be for business purposes, which includes, but is not limited to, transactions that relate to the conduct of a business, use of your Card to make purchases that are business-related (including any expenditure of a personal business nature) or use of your Card to purchase goods or services that are not used wholly or predominantly for personal, domestic or household purposes
- balance transfers
- BPAY payments, i.e. bill payments and other payments made through the BPAY Electronic Payments Scheme.

- 7.3 The Nominated Account Owner cannot earn Qantas Points for using your Card if the Card Account is in arrears, is reasonably suspected by us to be operated fraudulently, your Card has been reported lost or stolen or if you do not follow these terms and conditions or your Credit Card Contract set out in the Offer.
- 7.4 The Nominated Account Owner, will cease to earn Qantas Points for using a Card if Bank of Melbourne cancels your Card or terminates the Card Account for any reason. Qantas Points that were earned during the statement cycle when we cancel your Card or the Card Account is terminated, or we discontinue the earning of Qantas Points, will be forfeited.
- 7.5 Where you (or the Additional Cardholder) return any goods or services purchased with your Card or Card Account, or the Card Account is credited in connection with a disputed transaction, and:
- this occurs within the statement cycle in which the purchase was made, Bank of Melbourne will adjust the Qantas Points total earned in that statement cycle by deducting any Qantas Points which were earned in connection with the original or disputed transaction
 - this occurs after the statement cycle in which the purchase was made, we will suspend earning of Qantas Points on future purchases of goods or services equivalent to the value of the original or disputed transaction.
- 7.6 Where the Card Account is credited in connection with a disputed transaction, and:
- we process a chargeback for the disputed transaction within the statement cycle in which the transaction was made, we will adjust your Qantas Points total earned in that statement cycle by deducting any Qantas Points which were earned in connection with the original transaction
 - we process a chargeback for the disputed transaction after the statement cycle in which the transaction was made, we will request Qantas to deduct the equivalent amount of Qantas Points earned from the transaction from the Nominated Qantas Frequent Flyer Membership Account.
- 7.7 If your Card Account is not in order at the time of Points Crediting, that Points Crediting may be delayed until the next statement period or forfeited. If points are forfeited under this clause, then all points carried over as well as all points earned in the preceding statement period will be forfeited.
- 7.8 You may forfeit the right for Points Crediting if the Nominated Qantas Frequent Flyer Membership Account details change and you fail to notify us of those changes.

8. How do you keep track of your Qantas Points?

- 8.1 We do not issue separate reward statements to you in relation to the Qantas Points earned by use of a Card or the Card Account. Information on the points earned in a statement period and available for Points Crediting after the end of that statement period, are set out on your Amplify Credit Card statement.
- 8.2 To view your Qantas Frequent Flyer activity statement online, visit qantas.com.au/login and login to your Qantas Frequent Flyer Membership Account. If you have any questions in relation to the Qantas Frequent Flyer program statements or Qantas Points, please contact the Qantas Frequent Flyer Service Centre on 13 11 31.
- 8.3 Qantas Points earned during a statement cycle are added to the Qantas Points balance of the Nominated Qantas Frequent Flyer Membership Account on a monthly basis usually within three business days after your Card Account statement has been issued. If you think you are entitled to more Qantas Points, you must contact us with copies of the relevant sale receipts or the Card Account statement showing the transactions for which you believe you are entitled to additional Qantas Points no later than six months after the relevant transaction. We investigate all queries and make a final decision in the event of any dispute.
- 8.4 Qantas Points are governed by and are subject to the terms and conditions of the Qantas Frequent Flyer program. We are not responsible for the Qantas Frequent Flyer program in any way. If Qantas discontinues, or makes any changes to, the Qantas Frequent Flyer program, we will not be responsible for the impact this may have on Qantas Points earned through use of your Card.
- 8.5 You are responsible to pay or reimburse us for any tax liability (including any GST that may be payable), stamp duty or other duty or government charges or airport charges incurred in connection with the receipt of Qantas Frequent Flyer points.

We are not aware of any individual's particular circumstances and therefore cannot provide any taxation advice in relation to any Card or Card Account. No clause in these terms and conditions should be construed as a statement as to the taxation consequences or taxation treatment of any aspect of your Card or Card Account. In addition, we draw your attention to Practice Statement PS LA 2004/4, which outlines as at the date of these terms and conditions, the view of the Commissioner of Taxation in relation to the circumstances when rewards provided under a consumer loyalty program may be subject to income tax or fringe benefits tax. As each individual's circumstances may vary, we recommend you seek independent advice regarding the tax treatment, if any, resulting from your use of your Card or Card Account or from your participation in Qantas Points earning or receipt of Qantas Points.

Qantas Points derived in connection with, or in relation to, any Card or Card Account, or any Qantas Frequent Flyer membership fee(s), must not form part of any employment contract, or any consideration for any service between you and your employer.

8.6 We make no express or implied warranty or representation in connection with Qantas Points and are not liable for any loss you suffer arising in connection with Qantas Points, including loss suffered due to Qantas ceasing its operations.

9. Advising your Qantas Frequent Flyer Membership Number

- 9.1 If you as an Account Owner informed us of the Nominated Qantas Frequent Flyer Membership Account number when you linked or switched your Card and Card Account to Amplify Qantas, or you do so within 12 months of Bank of Melbourne processing your linking or Program Switch request, the Card Account will earn Qantas Points from the first use of a Card or the Card Account after we have processed the linking or Program Switch request.
- 9.2 If you inform us of the Nominated Qantas Frequent Flyer Membership Account number **within 12 months** of first use of your new Card or Card Account or we are able to establish your Qantas Frequent Flyer Membership Account number through Qantas, the Card Account will earn Qantas Points from the first use of your new Card or the Card Account.
- 9.3 If we are not informed of the Nominated Qantas Frequent Flyer Membership Account number within 12 months of Bank of Melbourne approving your switch or within 12 months of your first use of a new Card or Card Account, Qantas Points for goods or services purchased on a Card or the Card Account will only be earned from the date you inform us of the Nominated Qantas Frequent Flyer Membership Account number or, from the date we are able to establish with Qantas the Nominated Qantas Frequent Flyer Membership Account number.

10. Variations relating to Qantas Points

- 10.1 We may make changes relating to the earning of Qantas Points on your Cards and Card Account at any time. You agree that you are bound by any such change when you (or the additional Cardholder) first use your Card or the Card Account after we notify you of the change.
- 10.2 Changes may include a change to:
- the way you can earn Qantas Points from time to time, including by introducing new ways or changing existing ways of earning Qantas Points;
 - the number of Qantas Points you receive for using your Card; or
 - the way you earn Qantas Points.

- 10.3 We will notify you of variations relating to Qantas Points as set out below.
- we will usually give you written notice of any change no later than 30 days before the change takes effect
 - we may not notify you in advance when a change is necessitated by an immediate need to restore or maintain the security of our systems or of individual accounts
 - where permitted by applicable legislation and industry codes, written notice under this clause 10.3 may be given electronically, i.e. by electronic communication to your nominated electronic address or by making particulars of changes available at our website bankofmelbourne.com.au.

11. Cards linked to Amplify Qantas cannot earn Amplify Points

A Card Account linked to Amplify Qantas cannot earn Amplify Points by use of a Card or the Card Account. Use of the Card or Card Account will earn Qantas Points only.

12. How long do you have to use your Amplify Points if you have switched to Amplify Qantas from Amplify Rewards or closed your Card Account?

- 12.1 If you have switched your Card from Amplify Rewards to Amplify Qantas, you will be notified by letter that your Amplify Points will expire 90 days from the date your switch request has been processed. After that time, you will not be entitled to your Amplify Points or be able to claim any reward in Amplify Rewards as your Amplify Points will be forfeited.
- 12.2 If you close your Card Account, you must redeem your Amplify Points within 90 days of its closure. You will not be able to use your Amplify Points remaining unused after that period to claim any reward in Amplify Rewards as your Amplify Points will be forfeited.

13. How do you keep track of your Qantas Points earned through Amplify Qantas?

If you have any questions in relation to Qantas Points earned through Amplify Qantas, you can contact the Amplify Qantas Centre in the following ways:

- For Amplify and Amplify Platinum cards, call 1300 600 266; and
- For Amplify Signature cards, call 1300 851 348.

14. How do we communicate with each other in relation to Amplify Qantas?

- 14.1 We will send communications in connection with Amplify Qantas to your postal or email address last notified to us for your Credit Card Account statement. You must tell us if you change your address.
- 14.2 You can contact us in the following ways:
- For Amplify and Amplify Platinum cards, call 1300 600 266; and
 - For Amplify Signature cards, call 1300 851 348

14.3 If you have any question related to use of your Qantas Points please call the Qantas Frequent Flyer Service Centre on 13 11 31.

15. Additional Privacy Acknowledgement and Consent

15.1 In addition to the other Privacy acknowledgements and consents set out in the Card application form, advised to you when you applied for the Card and on **bankofmelbourne.com.au/about-us/privacy**:

- you acknowledge and authorise us and our service providers to exchange, collect, use and disclose your personal information (including your name, address, membership details and the fact that you have an approved Amplify credit card facility) with the managers and administrators of the rewards program to which you have requested or may request your Amplify Card(s) to be linked from time to time and to their service providers, including, as relevant, Qantas Airways Limited ABN 16 009 661 901 and administrators and service providers of the Amplify Qantas program or the Qantas Frequent Flyer program and to the administrators and service providers of the Amplify Rewards program
- you acknowledge and authorise Qantas Airways Limited ABN 16 009 661 901 to provide to us and our service providers the Nominated Qantas Frequent Flyer Membership Account number and personal account details where you have requested or may request your Amplify Card(s) to be linked to Amplify Qantas from time to time and to their service providers
- you acknowledge that the exchange of your personal information above is necessary and will be limited to that which is necessary to ensure the Nominated Account Owner can earn points under your selected rewards program and be provided with the benefits of that rewards program (subject to the terms and conditions applicable to that program), including information on it and available rewards
- you acknowledge that, if you choose to link our Amplify Card(s) to Amplify Qantas, your personal information will be dealt with in accordance with the Amplify Qantas Terms and Conditions, the Bank of Melbourne Privacy policy (available on **bankofmelbourne.com.au/about-us/privacy**) and the Qantas Frequent Flyer program Terms and Conditions and Qantas Privacy Statement (available on **qantas.com**) as applicable.

16. Changes to these terms and conditions

16.1 We may change these terms and conditions from time to time as set out in this clause 16 and in clause 17.

16.2 We will usually give you written notice of any change no later than 30 days before the change takes effect, however, we may not notify you in advance when a change is necessitated by an immediate need to restore or maintain the security of our systems or of individual accounts.

- 16.3 Where permitted by applicable legislation and industry codes, written notice under this clause may be given electronically, i.e. by electronic communication to your nominated electronic address or by making particulars of changes available at our website bankofmelbourne.com.au.
- 16.4 Qantas may effect changes to the Qantas Frequent Flyer program as is set out in that program's terms and conditions. Qantas will advise you of any such change in accordance with those terms and conditions.

17. Termination of Amplify Qantas

- 17.1 Bank of Melbourne may terminate Amplify Qantas at any time. If we do so, we will give you a minimum 90 days prior notice in writing, unless it is impractical for us to do so.

18. Interpretation

(a) In these Amplify Qantas Terms and Conditions:

Account Owner means you, a Bank of Melbourne customer, identified as the Account Owner in the Offer and does not include any Additional Cardholder. The Account Owner is also a primary Cardholder, and may also be a Joint Account Owner. The Account Owner is the person who is responsible for all transactions on the Card Account.

Additional Cardholder means a person to whom a Card is issued at your request and who is authorised to transact on the Card Account.

Amplify Card, Card and **Credit Card** means a Card issued by Westpac to a Bank of Melbourne customer and linked to Amplify Qantas to allow the earning of Qantas Points in accordance with these terms and conditions and the terms and conditions of the Qantas Frequent Flyer program. Amplify Card includes an Amplify Platinum Card and Amplify Signature Card where relevant.

Amplify Point means a rewards point that has been earned under the Amplify Rewards program.

Amplify Qantas means the rewards program operated by us that allows the earning of Qantas Points directly by use of an Amplify Card subject to the Amplify Qantas Terms and Conditions.

Amplify Qantas Centre means the centre operated by us or our agent to handle Amplify Qantas enquiries. Relevant Service Centre contact details appear in "How do we communicate with each other?" - Part 2 clause 14 of these terms and conditions.

Amplify Qantas Terms and Conditions means Part 2 of this document.

Amplify Rewards means the rewards program operated by us governed by Part 1 of this document.

Amplify Rewards Account and **Rewards Account** means the account in which Amplify Points earned by use of a Card accumulate.

Amplify Rewards Centre means the centre operated by us or our agent to handle Amplify Rewards enquiries and process requests for rewards. Relevant Service Centre contact details appear on the Amplify website amplify.bankofmelbourne.com.au and in "How do we communicate with each other?" - Part 1 clause 10 of these terms and conditions.

Amplify Rewards Terms and Conditions means Part 1 of this document.

Bank of Melbourne means Bank of Melbourne - A Division of Westpac.

Bonus Points means Qantas Points earned on purchases of selected Qantas products and services, or in connection with a special promotion offered by Qantas.

Card Account means the account established by us to record transactions made using your Cards.

Card Conditions of Use is defined in clause 1 of Part 2.

Cardholder means an Account Owner to whom we have issued a Card and any Additional Cardholder.

cash advance means any transaction treated by us as a cash advance, including transactions where a Cardholder:

- draws cash from the Card Account using an automatic teller machine or at a financial institution
- receives from a Merchant a cash substitute (including but not limited to, using your Card Account to purchase gambling chips or tokens, travellers' cheques or money orders, or to load value to a stored value Card facility); or
- uses the Card account to pay bills over the counter at a financial institution; or
- transfers or arranges for the transfer of funds from the Card Account to another account.

Merchants enter into an agreement with their chosen financial institution, enabling the Merchant to accept payment for goods and services by credit card. Bank of Melbourne, as the issuer of your Card is only able to determine whether to treat a transaction you make with a Merchant on your Card Account, as a purchase or a cash advance, based on information (including the type of business conducted by the Merchant) provided by the financial institution in the course of processing the transaction. Accordingly Card transactions made with certain Merchants may be treated as cash advances, even though such transactions do not fall within any of the above transaction categories.

The most common types of Merchant outlet where this may occur are newsagencies and Merchants that sell lottery tickets or other gambling or gaming products.

Credit Card Contract means the Card Conditions of Use governing your Card, any letter which advised your credit limit and other prescribed information given you as required by law, the pre-contractual statement and as applicable and the terms and conditions (if any) contained in any brochure that accompanied your application form for your Card.

GST means a goods and services tax, value added tax, consumption tax, or any similar tax or a tax on services only.

Joint Account Owner means an Account Owner who holds a Card Account jointly with another primary Cardholder. Each Joint Account Owner is jointly and individually liable for the entire balance. Either of you can write to us and terminate your liability for future advances on your joint account. However, you remain liable for transactions made before, but debited to the account after, you terminate your liability.

Merchant means a provider of goods or services who accepts payment by Card.

Nominated Account Owner means the Account Owner, or in the case of Joint Account Owners, the Joint Account Owner who has been nominated by all Account Owner(s) as the Account Owner who is to have the benefit of Qantas Points earned by use of the Card or Card Account.

Nominated Qantas Frequent Flyer Membership Account means the Qantas Frequent Flyer Membership Account of an Account Owner or, in the case of Joint Account Owners, the Qantas Frequent Flyer Membership Account of one of those Account Owners, that is nominated by the Joint Account Owners as the membership account to which Qantas Points earned by use of any Card or Card Account are to be transferred.

PIN means the personal identification number or word which has been selected by you, or which has been allocated to you by us, for use with your Card in any Electronic Banking Terminal.

Primary Cardholder means an Account Owner.

Points Crediting is defined in clause 1 of Part 2 of this document.

Points Earning is defined in clause 1 of Part 2 of this document.

Program Switch means changing the rewards program to which the Card and Card Account is linked.

Qantas means Qantas Airways Limited (ABN 16 009 661 901).

Qantas Frequent Flyer Membership Account means the account established by

Qantas to record an individual's membership of the Qantas Frequent Flyer program.

Qantas Points means rewards points in the Qantas Frequent Flyer program.

Qantas Frequent Flyer program means the loyalty program, which is known as the Qantas Frequent Flyer program.

unauthorised transaction means any transaction made without your knowledge or consent.

we or **us** means Bank of Melbourne - A Division of Westpac.

Westpac means Westpac Banking Corporation ABN 33 007 457 141 AFSL and Australian credit licence 233714 and its related bodies.

you or **your** means the Account Owner.

This page has been left blank intentionally.

Amplify Rewards Centre

1300 600 266

8am to 8pm (AEST), Monday to Friday.

bankofmelbourne.com.au



© 2017 Bank of Melbourne - A Division of Westpac Banking Corporation ABN 33 007 457 141 AFSL and Australian credit licence 233714. ® Registered to BPAY Pty Ltd ABN 69 079 137 518.

BOM10972 0717