



# Altitude Platinum Rewards

Terms and Conditions

Effective 1 July 2010

# Altitude Platinum Rewards Terms and Conditions.

## **1. When do these terms and conditions apply?**

When you or an additional cardholder first use your new card account, you are treated as having agreed to be bound by these terms and conditions.

You agree that these terms and conditions apply to any points you earn.

Your use and the operation of your card is also subject to the Conditions of Use, which were provided with your card. Should you like an additional copy of them, please contact us on 1300 859 100.

## **2. How does Altitude work?**

Under Altitude, you earn points whenever goods or services are purchased using your card or your card account. You may then convert the points to rewards that Altitude may offer from time to time and for which you qualify.

## **3. How do you earn points?**

The 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.

For Altitude Platinum accounts, you earn points on the basis of 1 point for each \$1.00 you spend or where you use an Altitude Platinum American Express® Card, 3 points for each \$1.00 you spend.

You may also receive bonus points per dollar spent from time to time for using your card or card account at Bonus Partners to acquire goods or services.

You may also receive additional bonus points in connection with special promotions offered from time to time by a Bonus Partner. You may use those additional bonus points for the purposes we advise when we launch special promotions.

You may also earn points where you purchase certain other Westpac services even if you do not use your card or card account. You can get further details from the Altitude website at [altituderewards.com.au](http://altituderewards.com.au)

We will give you reasonable prior notice (but at least 30 days) if we wish to remove existing ways of earning points or change the way you earn points according to the type of card.

Note that Bonus Partners and redemption partners may change from time to time. You can check the current list of Bonus Partners and redemption partners at [altituderewards.com.au](http://altituderewards.com.au)

While points are earned when you purchase goods and services, please note that 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 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 18 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 your card account is credited in connection with a disputed transaction, we will adjust your points total by deducting any points which were earned in connection with the original or disputed transaction.

#### **4. How long do you have to use your points?**

Your points will not expire but in some circumstances set out in these terms and conditions, you may not be entitled to them or be able to claim rewards (and we may correct your points record by deleting any points invalidly earned).

If you close your card account, you must use your points within 90 days after the account is closed. You will not be able to use your points remaining unused after that period to claim rewards.

Where an account holder dies and we or Westpac are formally advised of that fact within six months of it occurring, we will convert the points in that account holder’s points balance to a credit to the card account at the rate that applies to the redemption of the Altitude annual fee rebate at that time.

Where notice of the account holder’s death is received outside the six months notice period, any Altitude points in the account holder’s points balance will be forfeited.

No other person, including any additional cardholder, is entitled to redeem the points of a deceased account holder.

Clause 16 sets out our right to terminate Altitude at any time. After Altitude is terminated you will no longer be able to earn points.

## **5. What are the rewards?**

The rewards available at any time are set out on [altituderewards.com.au](http://altituderewards.com.au) or you can contact the Platinum Service Centre. All rewards are subject to availability and substitutions may be necessary. We will only substitute rewards where we reasonably consider they are comparable.

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

## **6. How do you claim a reward?**

**6.1** Only you may claim a reward – additional cardholders may not claim rewards.

**6.2** You may claim a reward if you have sufficient points on your points balance at the time of your claim. The number of points required for each reward is available through the Platinum Service Centre or at [altituderewards.com.au](http://altituderewards.com.au). You can only select rewards current at the time you claim a reward.

You must have earned at least 3,000 points before you can claim a reward.

Your points can be combined with points earned on another eligible Altitude card account when the account is in your name. You cannot combine your points with points earned on an account in someone else's name.

**6.3** You can claim a reward by telephoning the Platinum Service Centre, or through [altituderewards.com.au](http://altituderewards.com.au). For rewards which are delivered, you should allow 5 business days for gift cards and 10 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 postal address you last notified to us. The delivery address cannot be a PO Box unless the reward is a gift card. 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 gift cards 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 gift card) is lost, stolen or damaged after it has been dispatched for reasons beyond our reasonable control.

**6.4** Personal Shopper redemptions – you may redeem your points through the Personal Shopper service by calling 1300 859 100. You can choose to redeem your points for any goods or services, subject to the following exclusions, which we may change from time to time on 30 days prior notice:

- Medical supplies, related services or surgery;
- Gambling related offers and or services;
- Cash or credit against a savings, personal, business or home loan;
- Contribution towards any political party in the form of donation; or
- Property purchase.

**6.5** Frequent flyer points conversions – if you are a member of a frequent flyer program participating in Altitude you may convert Altitude points to your nominated participating airline's frequent flyer points. You should allow at least three business days for your Altitude points to be converted to frequent flyer points or as advised at the time of conversion.

We will tell you which airlines are participating in Altitude from time to time. For details, contact the Platinum Service Centre.

The terms set out below also apply to frequent flyer points conversions:

(a) you must be a member of the frequent flyer program for the participating airline you nominate to convert points earned in Altitude to the frequent flyer points of that airline. You can convert Altitude points earned by you or an additional cardholder but additional cardholders may not convert Altitude points to frequent flyer points

(b) you can convert Altitude points to a frequent flyer account in your name only

(c) Altitude points may be converted to points in a participating airline's frequent flyer program, based on the current points exchange rate parity for that particular airline:

- For Altitude points earned prior to 9 March 2004:
  - 1 Altitude point converts to 1 frequent flyer point in the frequent flyer program of Malaysia Airlines, and 80 Altitude points convert to 1 Air New Zealand Airpoints Dollar.
- For Altitude points earned on or after 9 March 2004:
  - 1 Altitude point converts to 0.5 frequent flyer points in the frequent flyer programs of Malaysia Airlines, Virgin Blue Airlines and Singapore Airlines, and 160 Altitude points convert to 1 Air New Zealand Airpoints Dollar.

The airlines that are participating in Altitude are:  
Air New Zealand, Malaysia Airlines, Virgin Blue Airlines  
and Singapore Airlines.

(d) frequent flyer points cannot be converted to Altitude points.

(e) you must have earned a minimum number of Altitude points before you can convert them to frequent flyer points and you may only convert Altitude points to frequent flyer points in set minimum increments – you can obtain details of these at [altituderewards.com.au](http://altituderewards.com.au)

(f) once you have converted Altitude points to frequent flyer points:

- you cannot convert them back to Altitude points.
- the points are no longer subject to these terms and conditions.
- the points are subject to the rules and terms and conditions of the applicable airline's frequent flyer program.

(g) some Altitude points earned as a result of special promotions offered by us from time to time cannot be converted to frequent flyer points. We will tell you this when we launch a special promotion.

(h) only whole Altitude points can be converted to frequent flyer points and no fractions of points can be converted.

(i) membership of the applicable frequent flyer program is subject to the rules and terms and conditions of that frequent flyer program.

(j) you may not supplement Altitude points with cash to enable you to claim frequent flyer points.

**6.6** Travel – you may redeem 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 or you may call Altitude Travel on 1300 859 100 at the Platinum Service Centre and redeem your points directly for any travel bookings able to be booked by Altitude Travel as a licensed travel agent. Please note that hotel accommodation rewards are also subject to availability of rooms allocated by hotels for the purposes of reward schemes such as Altitude and other conditions.

**6.7** Gift cards – you may redeem your points for gift cards which the Platinum Service Centre will send you. Gift cards are to be redeemed with the reward provider specified on the gift card. If the gift card contains an expiry date, it cannot be used

after that time and points will not be re-credited to you if you do not use a gift card. You cannot redeem gift cards for cash, cheques, money orders or other payment instruments.

**6.8** Charity donations – you may redeem your 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.

**6.9** Merchandise rewards – you may redeem your points for specified merchandise. The Platinum Service Centre will arrange for these rewards to be delivered to you.

**6.10** Points Plus Pay option – if you have insufficient 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 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 Platinum Service Centre for further details.

As previously noted, the points plus pay option will not be available to redeem rewards which are frequent flyer points.

**6.11** You cannot cancel a reward claim – except where we give you the option of changing your reward under clause 6.3, if you claim a reward, you cannot change or cancel that claim nor can you exchange or return a reward to obtain a re-credit of the relevant points.

**6.12** Order of points redemption – when Altitude points are converted to frequent flyer points or redeemed for rewards, they are redeemed in the order in which they were earned, so that the oldest points in your points balance are redeemed first whenever you claim a reward.

## **7. 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. To enhance the protection of your points, Westpac will contribute to a trust fund. Whilst you will not have an interest in the trust fund, the monies in it will be applied to meet the cost of redeeming rewards. We will advise if the trust fund is to be terminated.

Our liability to you in respect of any rewards or goods or services redeemed using your points is set out in clause 14.

**We are not responsible if you cannot claim or redeem a reward for reasons beyond our reasonable control.**

However, in these circumstances, where your points have not been converted, you may claim an alternative available reward.

## **8. How do you keep track of your points and reward entitlements?**

Your card statement will display your point balance including the points that have been credited to your points balance and any points you have used to claim a reward during the period covered by the card statement.

New points are updated to the Platinum Service Centre each business day for transactions made on the previous business day. Your points record will usually reflect the points earned on a transaction within 2 business days of the transaction.

Points can be used to claim rewards as soon as they have been processed and have been added to your points record. If you have any questions in relation to the points information displayed on your card statement, please contact the Platinum Service Centre. If you think you are entitled to more points than the card statement shows, you may be required to also send copies of the relevant sale receipts or the card statement showing the transactions for which you believe you are entitled to additional points. We investigate all queries and make the final decision if there is any dispute. We may adjust your total points (backdating the adjustment if necessary) if points have been incorrectly credited or debited for any reason.

## **9. How do we communicate with each other?**

We will send communications in connection with Altitude to your postal or email address last notified to us for your credit card statement. You must tell us if you change your address.

You can contact us in the following ways:

### **By telephone**

For Altitude Platinum account holders, you can contact us at the Platinum Service Centre on 1300 859 100.

### **By post**

At Altitude at Locked Bag 337 Balmain NSW 2041

### **By email**

Via the Altitude website at [altituderewards.com.au](http://altituderewards.com.au)

## **10. When we will not award points or fulfil reward claims.**

You do not receive points and may not claim a reward, if your card account is in arrears for 2 consecutive card statement cycles (you must bring your card account up to date by paying the arrears before you can recommence earning points or claim a reward).

You are not entitled to points (and we may correct your points record by deleting points invalidly awarded) if:

- Westpac cancels your card or terminates your card account for any reason, or
- we reasonably suspect that you or an additional cardholder is behaving or has behaved fraudulently, or
- a transaction relates to the conduct of a business, the card 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 of Altitude.

If your card has been reported lost or stolen, a lost or stolen status will be placed on your card account. For security reasons your points will be suspended until the lost or stolen status has been removed from your card account.

### **11. Points themselves do not have monetary value.**

Points are not property and do not have any monetary value except in respect of the value assigned to them by Altitude. Points and rewards may not be transferred, sold, bequeathed or inherited.

Points can only be redeemed for rewards and are not convertible into cash or to a credit to your card account except as set out in clause 4. Points are just used to record your entitlement to claim a reward.

### **12. Your responsibility to pay any costs.**

You are responsible to pay or reimburse us or Westpac 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 points or a reward.

### **13. What happens to information we collect about you?**

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

- personal details such as name, address, date of birth and occupation.
- transaction or event information resulting in points being credited or debited.
- the number of points credited or debited.
- the number of points you earn.

- things you tell us or the Platinum Service Centre about Altitude.

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

- administering Altitude, or
- providing services and rewards relating to Altitude, or
- planning, researching and the promotion and marketing (whether targeted, direct or indirect) of our services and the goods or services of Westpac or any other Bonus Partner or redemption partner.

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

If you do not wish to receive marketing communications from Westpac, please:

- call Westpac on 132 032;
- write to Westpac at GPO Box 3433, Sydney 2001; or
- call in at any Westpac branch.

You do not need to do this if you have already told us or Westpac you do not wish to receive information of this sort.

#### **14. 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 Altitude for business purposes. We, Westpac 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.

## 15. Changes to these terms and conditions and Altitude

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

We will give notice of any change to these terms and conditions in accordance with below.

Type of change	Notice we will give you
Introduction of an Altitude annual membership fee or any other fees in connection with Altitude or varying any fees we have introduced.	Reasonable prior notice (but at least 30 days).
A change to the way you earn points from time to time, including by introducing new ways or changing existing ways of earning points or changing the way points are earned according to the type of card used to make a purchase.	For changes which we reasonably consider are not material to the nature and character of Altitude – reasonable prior notice (but at least 30 days). For changes which we reasonably consider are material to the character and nature of Altitude – reasonable prior notice (but at least 90 days).
Removal of rewards.	For rewards which we reasonably consider are not material to the character and nature of Altitude – no prior notice. For rewards which we reasonably consider are material to the character and nature of Altitude (including frequent flyer rewards or entire reward categories) – 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).

Type of change	Notice we will give you
<p>Other changes to the way you redeem your points from time to time, including a change to the number of points required to redeem an award, introducing new ways or changing existing ways of redeeming points or changing the way points are redeemed according to the type of card used to earn those points.</p>	<p>Where the change only applies to points accrued after the effective date of the change – 30 days prior notice.</p> <p>Where the change applies to points you have already earned as well as those earned after the effective date of the change – reasonable prior notice (but at least 30 days).</p> <p>However, we may make the change without prior notice where the change is due to increases in third party costs we incur in providing that reward.</p>
<p>Other material changes (including changes to the specific conditions on which awards are made available).</p>	<p>Reasonable prior notice (but at least 30 days).</p>
<p>Other non-material changes (including changes to the specific conditions on which awards are made available).</p>	<p>No prior notice.</p> <p>You agree that you are bound by any change as it applies from the effective date when you (or an additional cardholder) first use your card or 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.</p>

## 16. Termination.

We may terminate Altitude at any time.

We will notify you as soon as practicable of the termination and the time period in which you may use your points to claim rewards (which will be at least 90 days from the date we tell you that Altitude is discontinued). If we terminate

Altitude 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 Altitude for the current membership year.

### **17. Westpac's role.**

Westpac will ensure that Altitude Rewards will perform its obligations to you under these terms and conditions.

### **18. Interpretation.**

(a) In these terms and conditions:

**account holder** means you and does not include an additional cardholder.

**additional cardholder** means a person to whom a card is issued at your request and who is authorised to transact on the card account but not redeem or query rewards account information.

**Altitude** means the rewards program operated by us on these terms and conditions.

**Altitude Travel** means the travel agent operated by us or our agent as part of the Platinum Service Centre.

**Altitude Rewards** means Altitude Rewards Pty Limited (ACN 099 127 376) a wholly owned subsidiary of Westpac.

**Bonus Partner** means a merchant who agrees to offer cardholders bonus points or additional bonus points in connection with Altitude.

**card** means a Westpac issued or branded credit, debit or charge card which we notify you is part of Altitude.

**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.

**enrolment year** means a calendar year commencing on the date on which you joined Altitude or an anniversary of that date.

**frequent flyer program** means a frequent flyer program run or operated by any airline who has agreed with us to participate in Altitude as a redemption partner.

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

**Platinum Service Centre** means the centre operated by us or our agent to handle Altitude statement enquiries and process requests for rewards. Its contact details appear on Altitude statements and in "How do we communicate with each other?" – clause 9 of these terms and conditions.

**redemption partner** means us or any other person who agrees to provide rewards or bonuses in connection with Altitude.

**Westpac** means Westpac Banking Corporation (ABN 33 007 457 141).

**we** or **us** means Altitude Rewards.

**you** means the person in whose name a card account is kept and who is responsible for all transactions on the card account.

(b) Unless they are defined above, terms which have a defined meaning in the conditions of use brochures which govern the use and operation of Westpac's consumer credit cards will have the same meaning in these terms and conditions.

(c) The singular includes the plural and vice versa.

(d) A reference to anything includes the whole and each part of it.

(e) A reference to a document includes any variation or replacement of it.

(f) A reference to a person includes their permitted successors and assigns.

(g) 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.

WAT005 (07/10) 195016

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