

Altitude Business Rewards.

Terms & Conditions.

Altitude Business Cards.

Altitude Business Gold Cards.

Altitude Business Platinum Cards.

Effective Date: 4 April 2018.



200



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Altitude Terms & 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 separate conditions of use which were provided with your card. Should you like an additional copy of them, please contact Westpac's Cards Customer Service Call Centre on 1300 651 089.

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?

3.1 For Altitude Business, Altitude Business Gold and Altitude Business Platinum card accounts:

Points are calculated on the number of Australian dollars posted to the card account in connection with eligible purchases of goods or services (including any GST payable in respect of the goods or services) from merchants accepting your card until the number of points earned reaches your card account's points cap.

To see the points cap that applies to your card account and how many Altitude Points you earn per dollar spend using your card please visit westpac.com.au/businessccrewards or call us on 1300 887 820.

Altitude Points will no longer accrue when the relevant points cap is reached in any statement cycle.

If you (or an additional cardholder) return any goods or services purchased with the card or your card account is credited, this may result in points being debited from your points record (excludes payments to your card account). The number of points deducted from your points record will be calculated in accordance with the rate at which you were earning points at the time the refund or credit is posted to your card account. If your points record is adjusted in connection with the refund or credit, we will also adjust

the number of points you need to earn before you reach the points cap in the same statement cycle the refund or credit is posted to your card account.

If you switch your existing card account to a new card account at any time, points already credited to your points record are unaffected. From activation of a new card account, you can earn points on purchases posted to the card account up to the new account's points cap in any statement cycle.

3.2 Bonus points.

You may also receive bonus points per dollar spend 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 receive additional bonus points in connection with special promotions offered from time to time. The conditions applying to these will be advised at the time of the promotion.

3.3 When will you not earn points?

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.

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 or you can contact the Altitude Rewards Centre on 1300 887 820. 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 Altitude Rewards Centre or at 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 unless we advise you otherwise.

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 Altitude Rewards Centre, or through altituderewards.com.au. For rewards which are delivered, you should allow five 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 **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.

The airlines that are participating in Altitude are available on altituderewards.com.au

From time to time participating airlines may change or offer special points promotions. Check altituderewards.com.au for latest details or contact the Altitude Rewards 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, a different points exchange parity applies to some frequent flyer programs.

For all redemption rates check altituderewards.com.au or call the Altitude Rewards Centre.

- (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;
- (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.

6.5 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 887 820 at the Altitude Rewards 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.

- 6.6 **Gift cards** – you may redeem your points for gift cards which the Altitude Rewards 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.
- 6.7 **Charity donations** – you may redeem your points for a donation to a participating charity. You should make your own enquiries with your tax adviser as to whether such a redemption gives rise to any tax deductions.
- 6.8 **Merchandise rewards** – you may redeem your points for specified merchandise. The Altitude Rewards Centre will arrange for these rewards to be delivered to you.
- 6.9 **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 Altitude Rewards Centre for further details.

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

- 6.10 **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.
- 6.11 **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.

- 6.12 **Annual fee rebate** – you may redeem your points for an annual fee rebate on cards linked to Altitude Rewards, once per calendar year for each account. Points will be immediately deducted from your card account and you should allow up to 10 business days of redemption for the funds to be credited to your card account. Please refer to altituderewards.com.au for the different rebate amounts or contact the Altitude Rewards Centre.
- 6.13 **Credit to your card account** – you may redeem your points for a credit to your card account for cards linked to Altitude Rewards. Points will be deducted immediately from your card account and you should allow up to 10 business days of redemption for the funds to be credited to your card account. The amount credited to your card account will not contribute to any minimum monthly payment due. You should inquire with your tax advisor as to whether such a redemption gives rise to any tax implications. Please refer to altituderewards.com.au for the different rebate amounts or contact the Altitude Rewards Centre.

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 points record 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 Altitude Rewards 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 being posted to your card account.

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 Altitude Rewards 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 address last notified to us for your credit card statement, your nominated email address, or through Westpac Online Banking. You must tell us if you change your postal or email address.

You can contact us in the following ways:

By telephone

Contact us at the Altitude Rewards Centre on 1300 887 820.

By post

At Altitude at Locked Bag 337, Balmain, NSW 2041.

By online

Via the Altitude website at altituderewards.com.au

10. When we will not award points or fulfil reward claim.

You do not receive points and may not claim a reward, if your card account is in arrears for two 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 are behaving or have behaved fraudulently; or
- you breach the terms and conditions of your card (including exceeding your authorised credit limit) or these Altitude Business Rewards Terms and Conditions.

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 or clause 6. Points are just a record of your entitlement to claim a reward.

12. Tax matters.

- 12.1 We and Westpac are not aware of each individual's particular circumstances and therefore cannot provide any taxation advice in relation to any card or card account. No clause in this document should be construed as a statement as to the taxation consequences or taxation treatment of any aspect of the card. In addition, we and Westpac draw your attention to Practice Statement PS LA 2004/4, which outlines 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 customer's circumstances may vary, we and Westpac recommend you (and if applicable your principal) seek independent advice regarding the tax treatment, if any, resulting from your use of your card or card account or from your participation in points earning or receipt of points.
- 12.2 Points derived in connection with, or in relation to, any card or card account, or any Qantas Frequent Flyer membership or other relevant airline program fee(s), must not form part of any employment contract, or any consideration for any service between you and your principal (if applicable).
- 12.3 You are responsible to pay or reimburse us or Westpac for any tax liability (if any) 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 points or a reward.

13. Privacy Statement.

Personal information.

We collect personal information from you to process your application, provide you with your product or service, and manage your product or service. We may also use your information to comply with legislative or regulatory requirements in any jurisdiction, prevent fraud, crime or other activity that may cause harm in relation to our products or services and help us run our business. We may also use your information to tell you about products or services we think may interest you.

If you do not provide all the information we request, we may need to reject your application or we may no longer be able to provide a product or service to you.

We may disclose your personal information to other members of the Westpac Group, anyone we engage to do something on our behalf, rewards program administrators and other organisations that assist us with our business.

We may disclose your personal information to an entity which is located outside Australia. Details of the countries where the overseas recipients are likely to be located are in our privacy policy.

As a provider of financial services, we have obligations to disclose some personal information to government agencies and regulators in Australia, and in some cases offshore. We are not able to ensure that foreign government agencies or regulators will comply with Australian privacy laws, although they may have their own privacy laws. By using our products or services, you consent to these disclosures.

We are required or authorised to collect personal information from you by certain laws. Details of these laws are in our privacy policy.

Our privacy policy is available at westpac.com.au or by calling 132 032. It covers:

- how you can access the personal information we hold about you and ask for it to be corrected;
- how you may complain about a breach of the Australian Privacy Principles or a registered privacy code and how we will deal with your complaint;
- how we collect, hold, use and disclose your personal information in more detail.

We will update our privacy policy from time to time.

We will use or disclose your personal information to contact you or send you information about other products and services offered by the Westpac Group or its preferred suppliers. Please:

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

if you do not wish to receive marketing communications from us.

Other acknowledgements and consents.

- We may confirm the details of the information provided in your application which includes contacting your employer to confirm salary, address or other personal details.
- Where you have provided information about another individual, you must make them aware of that fact and the contents of the Privacy Statement.
- Your application form is not an offer or acceptance of credit.

Definitions.

In this privacy statement “we”, “our”, “us” means Westpac Banking Corporation ABN 33 007 457 141. “Westpac Group” means Westpac Banking Corporation and its related bodies corporate.

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, 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. For example, we may:

- change the way you earn points;
- change the way you redeem points;
- introduce fees or vary fees we have introduced; and
- change the specific conditions on which awards are made available.

We will provide at least 30 days prior notice of changes, unless we reasonably consider the change to be non-material in nature.

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 for Altitude Business, Altitude Business Gold or Altitude Business Platinum Cards operated by us on these terms and conditions.

Altitude Points means points earned under Altitude Rewards and is redeemable in accordance with the Altitude Business Rewards Terms and Conditions.

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

Altitude Rewards 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.

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

Australian merchants means eligible purchases made in Australian dollars or any other currency (and converted to Australian dollars) using your card or card account with a merchant who is located in Australia.

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

card account means your Altitude Business card account, Altitude Business Gold card account or Altitude Business Platinum card account.

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.

government payments means any transaction treated by us as a government payment to any Australian federal, state or local government agency, service or department or any Australian court or tribunal, including where you or the additional cardholder use the card or card account to:

- make payments to the Australian Taxation Office;
- pay vehicle licensing and registration;
- pay fines issued by any government, agency, service or department;
- pay bail and bond payments;
- pay council rates or fees; and
- pay court costs including alimony and child support.

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 or card account as a government payment, 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 government payments, even though such transactions do not fall within any of the above transaction categories.

Government payments does not include government charges in clause 3.3.

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

merchant means a provider of goods or services who accepts payment by card.

Overseas merchants means eligible purchases made in Australian dollars or any other currency (and converted to Australian dollars) using a card or card account with a merchant who is located outside of Australia.

points cap means the maximum number of Altitude Points that can be earned on total eligible purchases posted to the card account in a statement cycle, excluding bonus points.

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

statement cycle means the period from one statement date to the next statement date.

statement date means the date your statement is issued.

we or **us** means Altitude Rewards.

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

you means the person in whose name a card account is kept and who is responsible for all transactions on the card account, and as relevant, any additional cardholder.

- (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 and business 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.

Contact us.

Cards Customer Service Call Centre.

1300 651 089

Altitude Rewards Service Centre.

1300 887 820

Altitude Travel.

1300 887 820

or visit altituderewards.com.au

Lost or Stolen Cards.

Available 24 hours a day, 7 days a week

- **Overseas** – call the International Operator to book a reverse charge call to +61 2 9155 7700
- **Australia** – call 1300 651 089



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