




CommBank Awards Program

Terms and Conditions
25 August 2023



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Registered office/principal place of business:

Darling Park, Tower 1, 201 Sussex Street,
Sydney NSW 2000.

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What these terms and conditions cover

A CommBank Awards credit card gives you automatic access to the CommBank Awards Program, through which you can earn and redeem Points for Awards. Participation in the Program is subject to these terms and conditions.

When you activate your Card, you agree to be bound by these terms and conditions as amended from time to time. You'll receive prior notice of any material amendment to these terms and conditions (see section 9). Otherwise, you can get a copy of the most up to date version of these terms and conditions anytime:

- Online at commbank.com.au/awardst&cs;
- Online at the Awards website (link accessible via your Card Account in NetBank & the CommBank app); and
- By contacting CommBank Awards (see How to contact CommBank Awards, on page 24).

Other terms and conditions that apply

Participation in the Program is also subject to the *CommBank Credit Card Conditions of Use* and may be subject to additional and separate Partner Terms and Conditions (for example, when you elect to earn Points or redeem an Award through a Partner). You can get a copy of the *CommBank Credit Card Conditions of Use* online at commbank.com.au and applicable Partner Terms and Conditions online at the Awards website or by contacting CommBank Awards.

Program details including what Awards are available for redemption from time to time, how many Points you need for a particular Award and any special offers that are available (for example, how and when you can earn Bonus Points), are published on the Awards website.

We may also publish Program information in a Guide (that is, emails, notifications, brochures, catalogues and newsletters which we send or otherwise make available to you from time to time). If you have provided us with your email address as a way to contact you, we may use that email address to provide you with a Guide.

Your participation in the Program is subject to compliance with any additional terms and conditions set out on the Awards website and/or in a Guide, where applicable. We make every effort to ensure that information provided on the Awards website and in a Guide is correct. To the extent permitted by law, we accept no responsibility for any inaccuracy or misdescription, except to the extent caused by our negligence, fraud or wilful misconduct. As the terms and conditions published on the Awards website and in a Guide may change from time to time, you should always check the Awards website or contact CommBank Awards, to ensure that the information you have is current.

1. Earning Points

1.1 How to earn Awards Points

Awards Points accumulate to a Card Account when an Eligible Purchase is made using a Card. An Eligible Purchase is any transaction made using a Card **except**:

- Payments through the BPAY Electronic Payments Scheme
- Payments to the Australian Taxation Office - unless made using a Business Awards Card
- Balance Transfers
- Payments in return for Cash Advances (including a transaction treated by us as a Cash Advance, for example, payments for gambling or purchases of lottery tickets)
- Payment in return for foreign exchange
- Payment for travellers cheques
- Payment of credit card protection insurance premiums
- Payment of interest charges
- Payment of bank fees or charges
- Card Account repayments
- Payment of Qantas Frequent Flyer Direct fees
- Any credits to your Card account, for example, Cash Backs (see section 3.3)
- Points redemptions
- Transactions for business purposes (excluding transactions on Business Awards, Business Gold Awards and Business Platinum Awards Cards), and
- Any other transactions which may from time to time be excluded as determined and notified by us in a Guide and/or online at the Awards website.

1.2 How many Points you can earn

A) Card type	B) Spend in a Statement Period	C) Purchase type	D) Awards Points earned per AUD\$1 spent	E) Qantas Points earned per AUD\$1 spent	F) Awards Points cap - maximum Awards Points you can earn per year	G) Qantas Points cap - maximum Qantas Points you can earn per year	H) Bonus Points per AUD\$1 spent (see also section 1.3 for more details)
Ultimate Awards	Up to and including \$10,000	For international transactions made overseas or online	3	1.2	Unlimited	Unlimited	See a Guide, the Awards website or contact CommBank Awards for available offers
		For purchases at major supermarkets, department stores, petrol stations, and from 3 June 2023 dining (cafes, restaurants & fast food) and utilities (electricity, gas & water)	2	0.8			
		For all other purchases	1	0.4			
	After spending \$10,000	For any spend over \$10,000 in a Statement Period (regardless of category) for the remainder of your Statement Period	0.5	0.2			

A) Card type	B) Spend in a Statement Period	C) Purchase type	D) Awards Points earned per AUD\$1 spent	E) Qantas Points earned per AUD\$1 spent	F) Awards Points cap - maximum Awards Points you can earn per year	G) Qantas Points cap - maximum Qantas Points you can earn per year	H) Bonus Points per AUD\$1 spent (see also section 1.3 for more details)
Smart Awards	Limited to the highest Eligible Purchase up to \$500 in each Statement Period	Any Eligible Purchase	Not applicable	Not applicable	Not applicable to Bonus Points	Not applicable to Bonus Points	Points Boost: 2 Bonus Points up to a maximum of 1,000 Bonus Points per Statement Period
	Up to and including \$5,000	For purchases at major supermarkets, department stores, petrol stations, dining (cafes, restaurants & fast food) and utilities (electricity, gas & water)	1.5	0.6	Unlimited	Unlimited	See a Guide, the Awards website or contact CommBank Awards for available offers
		For all other purchases	1	0.4			
After spending \$5,000	For any spend over \$5,000 in a Statement Period (regardless of category) for the remainder of your Statement Period		0.5	0.2			

A) Card type	B) Spend in a Statement Period	C) Purchase type	D) Awards Points earned per AUD\$1 spent	E) Qantas Points earned per AUD\$1 spent	F) Awards Points cap - maximum Awards Points you can earn per year	G) Qantas Points cap - maximum Qantas Points you can earn per year	H) Bonus Points per AUD\$1 spent (see also section 1.3 for more details)
Awards From 25 August 2023, this card will be ineligible to opt-in to earn Qantas Points. Existing Awards cards opted-in to earn Qantas Points prior to 25 August 2023, may remain opted-in	Up to and including \$2,000	Any Eligible Purchase	1	0.4	Unlimited	Unlimited	See a Guide, the Awards website or contact CommBank Awards for available offers
	After spending \$2,000	For any spend over \$2,000 in a Statement Period	0.5	0.2			
Platinum Business Awards	Not Applicable	Any Eligible Purchase	1	0.4	300,000	120,000	See a Guide, the Awards website or contact CommBank Awards for available offers
Business Awards	Not Applicable	Any Eligible Purchase	1	0.4	60,000	24,000	See a Guide, the Awards website or contact CommBank Awards for available offers

A) Card type	B) Spend in a Statement Period	C) Purchase type	D) Awards Points earned per AUD\$1 spent	E) Qantas Points earned per AUD\$1 spent	F) Awards Points cap - maximum Awards Points you can earn per year	G) Qantas Points cap - maximum Qantas Points you can earn per year	H) Bonus Points per AUD\$1 spent (see also section 1.3 for more details)
Diamond Awards (no longer for sale from 3 June 2023)	Not Applicable	Any Eligible Purchase	1.25	0.5	1,000,000	400,000	See a Guide, the Awards website or contact CommBank Awards for available offers
Platinum Awards (no longer for sale from 3 June 2023)	Not Applicable	Any Eligible Purchase	1	0.4	150,000	60,000	See a Guide, the Awards website or contact CommBank Awards for available offers
Gold Awards (no longer for sale from March 2018)	Not Applicable	Any Eligible Purchase	1	0.4	75,000	30,000	See a Guide, the Awards website or contact CommBank Awards for available offers
Gold Business Awards (no longer for sale from March 2018)	Not Applicable	Any Eligible Purchase	1	0.4	150,000	60,000	See a Guide, the Awards website or contact CommBank Awards for available offers

Things you should know about earning Awards Points in the table at 1.2

- The number of Awards Points you can earn for an Eligible Purchase, depends on your Card type (see column A of the table at 1.2), and the number of dollars, equivalent to Australian dollars, you spend on each Eligible Purchase.
- The number of Awards Points you can earn may be limited by how much you spend in a Statement Period (see column B of the table at 1.2), by purchase type (see column C of the table at 1.2) and/or there may be a cap on the maximum number of Points you can earn (see columns F and G of the table at 1.2).
- To the extent permitted by law, we expressly reserve the right to change or cancel the ways you can accrue Awards Points, and to include or exclude specific types of transactions from the accrual of Awards Points. Any such change will only take effect prospectively.
- If you opt your Card into Qantas Frequent Flyer Direct to earn Qantas Points, Points accrued as Awards Points in the Program will be automatically converted, at the end of each Statement Period, into Qantas Points which can be redeemed in the Qantas Frequent Flyer Program (see columns E and G of the table at 1.2) for the rate of conversion and periodical caps on the maximum number of Qantas Points you can earn. Additional terms and conditions apply. See section 4.1 below.
- International purchase types for Ultimate Awards (see column C of the table at 1.2), include purchases made overseas or in Australia (for example online) where the merchant or entity processing the transaction is located outside of Australia. For international Cash Advances, the cash advance fee will apply (*see the CommBank Credit Card Conditions of Use*).
- For purchase types for Ultimate Awards and Smart Awards (see column C of the table at 1.2), we are reliant on information about the merchant's business categorisations provided to us by either the merchant or their financial institution. The merchant must be categorised and notified to us as a major "supermarket," "department store", "service (petrol) station", "dining" (cafes, restaurants & fast food) or "utilities" (electricity, gas & water), for the purposes of Mastercard transactions. Transactions at any of these purchase types using any intermediary platforms for example PayPal, are excluded.
- For purchase type after spending \$10,000 for Ultimate Awards, \$5,000 for Smart Awards and \$2,000 for Awards (see column C of the table at 1.2), if a refund takes your spend below these spend amounts, you will be eligible to start earning the highest Awards Points per \$1 again, from the date the Awards Points are deducted from your Awards account (not from the date you made the original transaction or the date of the refund). If we are unable to match the exact transaction being refunded, the number of Points you are eligible to earn within the Statement Period may not be adjusted.
- For Smart Awards Points Boost (see column H of the table at 1.2), the highest Eligible Purchase will be identified and boosted by us at the end of each Statement Period. In some instances, purchases at the end of the Statement Period may be allocated to the next Statement Period and may be identified as the highest Eligible Purchase for that Statement Period. These points are treated as Bonus Points and are earned on top of the Awards Points earned for the purchase type category up to 1,000 Bonus Points. We may adjust your Points retrospectively for any refunds and reimbursements to your Card Account by deducting the number of Points you previously earned for that transaction. If you migrate another Card to Smart Awards, the transactions made on the day you activate your Card may not be eligible for Points Boost.

- Points (including Bonus Points, see section 1.3) are calculated per transaction in whole numbers and where relevant are rounded up or down according to standard decimal rounding rules. For example, if you have accrued 5.1, 5.2, 5.3 or 5.4 points, your points will be rounded down to 5.0 and if you have accrued 5.5, 5.6, 5.7, 5.8 or 5.9, they will be rounded up to 6.0.
- The calculation of the maximum number of Awards Points that a Member may earn in accordance with this section is based on a calendar year. This is expressed as **“Awards Points you can earn per year”** and **“Awards Points cap”** in these terms and conditions. Awards Points (excluding Bonus Points) will cease to accrue when the relevant cap is reached.

1.3 How to earn Bonus Points

In addition to what is set out in the table at section 1.2, from time to time, we may, at our discretion, offer you additional ways to earn Bonus Points. Bonus Points are usually earned when you make an Eligible Purchase using your Card in connection with one of our Bonus Point promotions, when you make an Eligible Purchase from a Bonus Partner or through the Bonus Points eShop. Details regarding our Bonus Points offers including how many Bonus Points you can earn, are published in a Guide and/or are available online at the Awards website or by contacting CommBank Awards.

Bonus Points don't count towards the Awards Points cap referred to in the table at 1.2. There is no limit on the number of Bonus Points you may earn.

1.4 When you won't earn Points

You won't earn Points if, at the time we allocate your Points to you:

- (a) the Card Account is closed, stopped or suspended;
- (b) the primary Card linked to the Card Account is not activated or has been cancelled; or
- (c) payments due on the Card Account are overdue by more than 30 days.

We reserve the right not to allocate Points to your Card Account for an Eligible Purchase, if the Eligible Purchase:

- (a) causes the credit limit (including a temporary limit) on the Card Account to be exceeded; or
- (b) is debited against credit funds in the Card Account (i.e. if you transfer funds onto the Card Account to put it into credit and then make a purchase).

2. Redeeming Points for Awards

2.1 How to redeem your Points

Points earned and allocated to the Points balance on your Card Account can be redeemed for an Award by a Member or an Additional Cardholder on behalf of the Member, if:

- the Award is available at the time of redemption, and
- the Card Account has the number of Points necessary for the redemption of that particular Award at the time of redemption (see section 5, Keeping track of your Points).

You can redeem your Points:



online at the Awards website (link accessible via your Card Account in NetBank & the CommBank app); or



by contacting CommBank Awards.

A person other than a Member or an Additional Cardholder may redeem an Award by contacting CommBank Awards and providing written or verbal authority from the Member.

We publish what Awards are available and how many Points are necessary to redeem them, on the Awards website. This information may also be published in a Guide.

We may at any time and in our sole discretion, and without prior notice, withdraw, limit, modify or cancel the continued availability of an Award or change the number of Points required to obtain a particular Award. For the most up to date information, you should check the Awards website or contact CommBank Awards prior to redeeming any Points.

Awards are subject to availability and substitutions may be necessary.

Once a request for an Award has been placed, the request cannot be withdrawn or amended (including by exchanging the Award requested for a different Award), unless we agree. Awards directly fulfilled by a Partner cannot normally be exchanged. See applicable Partner Terms and Conditions.

Awards cannot be returned, including for Points to your Card Account or for any other consideration. Awards will not be replaced if lost, stolen or otherwise destroyed, except to the extent required by law.

Additional terms and conditions that apply to particular Awards redemptions, including available delivery requirements, locations, methods, timing and Partner Terms and Conditions, are set out on the Award website or in a relevant Guide.

2.2 When you won't be able to redeem your Points

You won't be able to redeem your Points for an Award, while your Card Account is 30 days or more past due. Once your Card Account is 90 days or more overdue, your Points will be forfeited without notice.

Pursuant to the *CommBank Credit Card Conditions of Use*, we can suspend or cancel your Card or Card Account for various reasons, including if you are in default, to protect you or us from fraud or other losses, to manage regulatory risk or for any other reason after reasonable notice is given.

If your Card or Card Account is suspended or cancelled for this reason, we reserve the right to suspend or forfeit your Points without notice.

Your Points may also be forfeited without notice if you do any of the following, in a way or with an outcome which in our reasonable opinion, we consider is material or materially increases our exposure to credit, legal or reputational risks:

- fail to comply with these terms and conditions
- use your Card or Card Account in a manner designed to achieve an unintended or improper purpose
- provide us with information which is false or misleading, and
- engage in fraudulent or other conduct that causes a loss to us.

Provided we don't have the right to suspend or forfeit your Points in accordance with this section 2.2, if the Program or your Membership is terminated for any other reason (see section 7 for more details) or if your Card or Card Account is closed (see section 6 for more details) or cancelled (see *CommBank Credit Card Conditions of Use*), you may redeem your Points within 90 days from the date of termination, cancellation or closure. If you don't redeem them within this time, they will be forfeited without notice.

In the event of the death of a Member, any request by the beneficiary, Additional Cardholder, spouse or immediate family wishing to redeem the Points remaining in the Card Account needs to be made within 180 days of the date of death. After this time, the Points will be forfeited without notice.

2.3 Using Points Plus Pay to redeem Awards

We may, allow a Member to redeem an Award with a combination of Points plus another form of payment acceptable to us. This is referred to as Points Plus Pay. Points Plus Pay is available on selected Awards listed on the Awards website.

If you use your Card for the "Pay" component of a Points Plus Pay Award, you can earn Points for each dollar (equivalent to Australian dollars) spent, subject to these terms and conditions.

3. Types of Awards

The following additional terms and conditions apply to the Awards listed in this section.

3.1 Airline/Travel Rewards

If a Member is a member of a participating Airline/Rewards Program, the Member may redeem their Points for points in that Airline/Rewards Program.

Members do not automatically qualify for membership in an Airline/Travel Rewards Program. Membership in an Airline/Travel Rewards Program is subject to the terms and conditions of the relevant Airline/Travel Rewards Program and a joining fee may apply.

To redeem Points for points in an Airline/Rewards program, the Card Account must be held in the exact same name as the Member's membership in the Airline/Rewards program. Points cannot be redeemed for Airline/Travel Rewards points held in the name of any other person, including an Additional Cardholder.

The number of Points needed to redeem a point in an Airline/Travel Rewards Program varies by Airline/Travel Rewards Program. See the Awards website for current conversion rates.

Points can only be redeemed for whole Airline/Travel Rewards points. For example, you cannot redeem a Point for half an Airline/Travel Rewards point.

Points will normally be available in the Member's Airline/ Travel Reward Program account within 5 business days after being redeemed. However, we accept no responsibility for any consequential loss or damage if points are not available in the Member's Airline/Travel Award Program, within this time.

Once Points have been redeemed for Airline/Travel Rewards points, they are governed by the terms and conditions of the relevant Airline/Travel Rewards Program and cannot be converted back to Points or redeemed in the Program.

We make no representation regarding the merits of redeeming your Points for points in an Airline/Travel Rewards Program and we are not liable if, once you redeem Airline/Travel Reward points you are unable to use the relevant Airline Reward points as you expected, except to the extent caused by our negligence, fraud or wilful misconduct.

3.2 Awards eShop

You may redeem Points for products offered on the Awards website, subject to availability and any additional terms and conditions notified to you at the time of redemption that may apply.

If the product you've redeemed arrives damaged or faulty, you should notify CommBank Awards as soon as possible. Unless otherwise required by law, you have 3 months from the time of redemption, to raise any dispute regarding an item. We may need to examine the item before any replacement or refund is made.

Products offered may be covered by manufacturer warranties (details as per the warranty card delivered with the product).

3.3 Cash Back

You may redeem Points for cash to be credited back to that Card Account provided the Card Account is open and active.

The cash will usually be credited to the Card Account within 5 business days from redemption, but will not contribute towards any minimum monthly repayment due.

3.4 Charities

You may redeem Points for a donation to charities participating in the Program. For a complete list of charities, please refer to the Awards website or contact CommBank Awards.

We do not receive any additional deductions as a result of payments to charities under the Program and there are no benefits in relation to such payments which we can pass on to you. You should seek your own financial advice in relation to these payments.

3.5 Gift Cards

You may redeem your Points for Gift Cards available in the Program subject to Partner Terms and Conditions.

Generally, except where required by law, Gift Cards will not be replaced if lost, stolen, damaged or destroyed. In our discretion, we may replace physical Gift Cards if they are returned unused and undamaged where we determine it is reasonable to do so. Gift Cards must be used by any expiry date displayed on the Gift Card or otherwise notified.

3.6 Pay with Points

You may redeem Points for goods and/or services directly in-store or online, at participating Pay with Points Partners. To pay using your Points, you must provide your Card and request to Pay with Points in-store or select to Pay with Points online.

The number of Points required for each dollar may vary subject to the Pay with Points Partner. The rate of redemption applicable to a particular purchase, will be notified to you at the time of purchase. We set the redemption rate and this may change at any time. See the Awards website for current redemption rates.

All goods and services paid for using Pay with Points are subject to the Pay with Points Partner's Terms and Conditions, including, if applicable, booking, cancellation and amendment conditions.

4. Other things you can do with your Points

4.1 Qantas Frequent Flyer Direct

If a Member is a member of the Qantas Frequent Flyer Program, the Member can opt an eligible Card into Qantas Frequent Flyer Direct so that the Points they earn are automatically converted, at the end of each monthly Statement Period, into Qantas Points (see column E of the table at 1.2), which they can redeem in the Qantas Frequent Flyer Program.

Opting in

- A Member can opt-in or opt-out their Card at any time, by visiting the Awards website or contacting CommBank Awards.
- Additional Card Holders cannot opt-in or opt-out a Card. The Qantas Frequent Flyer membership must be in the name of the Member.
- When a Member opts in a Card, an opt-in fee is automatically charged to their Card Account at the time of opt-in and then annually, on or about the anniversary of the date of the opt-in, for as long as the Card remains opted into Qantas Frequent Flyer Direct.
- The opt-in fee is not refundable (so if you opt-out part way through the year, you will not be refunded a pro-rated amount of the opt-in fee).
- We'll let you know what the opt-in fee is, at the time you opt-in. To find out what the current opt-in fee is, see the Awards website or call CommBank Awards. If the opt-in fee is changed after you have opted in, we'll provide you with prior notice (see section 9). You don't earn Points on the payment of the opt-in fee.
- To opt-in, a Member must be enrolled as a member of the Qantas Frequent Flyer Program in the identical, same name that appears on their Card and the membership must be active.

If names do not match or your Qantas Frequent Flyer Membership Number or status is invalid or inactive, automatic conversion of Points to Qantas Points will cease until you provide CommBank Awards with updated details.

- Membership in the Qantas Frequent Flyer Program is subject to Qantas Frequent Flyer Program terms and conditions and fees may apply. We are not liable if, once you opt-in to earn Qantas Points you are unable to use the Qantas Points as you expected.
- If a Member opts-out mid-Statement Period, all of the Points accrued during that Statement Period will not be converted into Qantas Points and will instead be available to be redeemed as Points in the Program from the date of opt-out.

How does it work

- Once a Member has opted their Card into Qantas Frequent Flyer Direct:
 - All Points accrued to their Card Account will be automatically converted to Qantas Points at the applicable conversion rate, at the end of each Statement Period following opt-in, and usually will appear in their Qantas Frequent Flyer account, within 3 days. We accept no responsibility for any consequential loss or damage if Points are not transferred within this time.
 - The rate at which Points are converted into Qantas Points, is set by us and is subject to change from time to time. We will notify you of any changes to this rate (see section 9). For the current conversion rate, please refer to the table at section 1.2.
 - Only whole Points will be converted and will be rounded up or down to the nearest point.
 - Once Points have been converted into Qantas Points, redemption is governed by the terms and conditions of the Qantas Frequent Flyer Program and cannot be converted back into Points within the CommBank Awards Program.

4.2 Transferring your Points

A Member may request a transfer of their Points from their Card Account (transferring Card Account) to another Card Account (receiving Card Account) provided that, at the time of transfer, the following conditions are met:

- The Member of the transferring Card Account provides us with the full name of the primary cardholder and Card Account number, of the receiving Card Account.
- The Members of each of the transferring and receiving Card Accounts, are either (a) the same person (that is, a transfer between Card Accounts held by the same primary cardholder) or (b) spouses or de facto spouses or (c) parent and child, and evidence of this, satisfactory to us, is provided on request.
- Both transferring and receiving Card Accounts are open and active.
- Both transferring and receiving Card Accounts are personal Card Accounts or both Card Accounts are business Card Accounts.
- Where a transfer is between Card Accounts held by the same Member, Points are transferred either from a 'higher' Card type to a 'lower' Card type or between the same Card types. Cards are classified from highest to lowest as follows: Ultimate, Smart, Diamond, Platinum, Gold and Awards. Therefore, for example, a transfer from a Diamond Card account to an Ultimate Card account is not permitted.
- The transfer consists of at least 5,000 Points.

- No more than one transfer from a Card Account is permitted during a 12 month period.
- The transfer would not cause a Points cap for the receiving Card Account to be exceeded.
- There has been no payment or other consideration or request for such payment or consideration for the transfer of Points.

Once Points have been transferred, the transfer cannot be reversed or cancelled.

Points transfers may have tax implications. You should check with your accountant or tax adviser for further information.

5. Keeping track of your Points

The Points balance accrued to your Card Account is increased when you earn Points and decreased when you redeem Points for an Award.

Your Points balance will also be adjusted when you get a refund or reimbursement to your Card Account (for example, for returned goods or services, Card fraud, or theft). We will adjust your Points balance retrospectively for refunds and reimbursements by deducting the number of Points you previously earned for that transaction. If we cannot pinpoint the exact transaction being reversed in your transaction listing, we will deduct the number of Points from your Points Balance, which can currently be earned for that transaction. Refunds or reimbursements may cause your Points balance to become negative.

You can keep track of your Points balance on:



NetBank and the CommBank app



The Manage section of the Awards website (link accessible via your Card Account in NetBank & the CommBank app)



Your Points Statement

Your Points Statement and the Manage section of the Awards website will show the balance of all Points earned and redeemed during the Card Account Statement Period, including any adjustments.

Your Awards Points balance is usually updated within 3 business days. When we are not able to adhere to this time estimate, we will instead, update your Points balance as soon as reasonably practicable afterwards.

Bonus Points will usually be updated within the time periods specified in this section above but may be updated retrospectively (see Important things you should know). The time it will take to update your Bonus Points earned through the Bonus Points eShop and through other promotions, will be notified to you in a Guide or on the Awards website.

Important things you should know

- Information regarding Points and your Points balance may be accessed by an Additional Cardholder.
- Subject to section 9, we reserve the right to change how frequently your Points are updated.

- Sometimes, for example due to invalid merchant or transaction information, Points will need to be updated retrospectively and may in some cases, be updated several Statement Periods after the relevant transaction occurred.
- Generally, we rely on third parties for information regarding your Bonus Points. We will use our reasonable endeavours to correct your Bonus Points in the event that it comes to our attention that inaccurate information has been provided to us by a third party. Except to the extent required by law, we are not otherwise liable for any such errors or corrections.

6. What happens to your Points when your Card Account is closed?

Provided we don't have the right to suspend or forfeit your Points in accordance with section 2.2, if your Card Account is closed by you or us, you will have 90 days to redeem your remaining Points or submit a request for a transfer of them to another Card Account in the Member's name, after which time the Points will be forfeited.

Members who transfer their Points in this manner may continue to earn Points provided they do not exceed the Awards Points cap that applies to the Card Account to which their points have been transferred.

Once your Card account is closed:

- Points can only be redeemed within 90 days by contacting CommBank Awards; and
- You will not be able to redeem for Cash Back, or use Pay with Points from the date of closure.

7. What happens to your Points when the Program or Program membership is terminated?

We may terminate the Program at any time. We will give you notice when we do this.

We may terminate your membership in the Program if you:

- Fail to comply with these terms and conditions or the *CommBank Credit Card Conditions of Use*;
- Use your Card or Card Account in a manner designed to achieve an unintended or improper purpose;
- Provide us with information which is false or misleading, and which results in a materially adverse commercial risk or regulatory or compliance risk for us; or
- Engage in fraudulent or other conduct that causes a loss to us.

You may terminate your membership in the Program at any time by contacting us.

Provided we don't have the right to suspend or forfeit your Points in accordance with section 2.2, if the Program or your membership in the Program is terminated (by you or us), your Points must be redeemed within 90 days from the date of termination or your Points will be forfeited.

8. Limitations on our liability

- Except as described in this section 8 or as may be otherwise required by law, we make no warranty or representation either expressed or implied, and expressly disclaim any and all liability (including for consequential damages), with respect to type, quality, standard, fitness or suitability for any purpose of Awards provided under the Program. Warranty claims relating to Awards should be directed to the manufacturer or service provider in accordance with their warranty information (if applicable).
- Where we supply services to you as a consumer under consumer protection laws, those services come with non-excludable warranties. Nothing in this document shall be taken to exclude liability which may not be excluded under the Australian Consumer Law.
- However, to the extent permitted under the Australian Consumer Law and except as otherwise specified in these terms and conditions, in relation to any loss you have suffered:
 - our liability is limited to the cost of providing the relevant services again; and
 - we have no liability for any indirect, special or consequential loss (including loss of profits, actual or anticipated revenue).
- We will make every effort to ensure that the information provided on the Awards website and in a Guide, or any other communication in relation to the Program, is correct. However, to the extent permitted by law, we accept no responsibility for any inaccuracy or misdescription contained therein except to the extent caused by our negligence, fraud or wilful misconduct.
- Any taxation liability (including any GST that may be payable) or any other government charge or reporting requirement in connection with the receipt of an Award or receipt of a transfer of Points pursuant to section 4.2, is your sole responsibility. You can use some or all of the value of an Award to meet your responsibility for GST payable on purchases of goods or services. We do not offer advice to, and accept no taxation liability of, Members arising from or in connection with the Program.
- We will not be liable for any disruption to the Program or any delay to or inability to provide any of the Awards caused by circumstances beyond our control including, but not limited to, strikes or industrial disputes, acts of God, flood, weather, aircraft unserviceability or unavailability, war, terrorism or civil disturbance.

9. Changes to these terms and conditions

We may change these Terms and Conditions, as well as any terms and conditions communicated in any other Program material (including information on the Awards website and set out in a Guide), at any time.

For example, we may:

- (a) change the ways in which Points are earned;
- (b) change the ways in which Points may be redeemed;
- (c) add new concessions or benefits;
- (d) change or remove any concessions or benefits; or
- (e) adopt or implement any legal requirement, decision, recommendation, regulatory guidance or standard of any court, tribunal, dispute resolution service or regulator.

If we make a change which we reasonably consider to be material, either to these Terms and Conditions (including but not limited to changes to Qantas Frequent Flyer Direct) or to the terms and conditions applicable to Airline/Travel Rewards set out in Partner Terms and Conditions, we will give Members 20 days' prior written notice. Written notice may include giving notice on a monthly Card statement of account.

Any other changes to these terms and conditions or to Partner Terms and Conditions will be published on the Awards website.

If we make a change that you don't like, you can terminate your membership in the Program at any time by contacting CommBank Awards.

10. How we communicate with you

We give Members notices for the purposes of these terms and conditions or a Guide, by sending them to the Member's last notified email or postal address. If a Member has given us an email address as a way of contacting them, we'll use that email address to contact them. Any notice or Guide will be deemed to have been given to a Member, if sent to the last notified email or postal address.

Members are responsible for advising us of any changes to their email and postal address. A Member can update their contact details at any time in NetBank or by calling us.

11. Protecting your privacy

We will provide to our contractors and agents engaged for the purpose of administering the Program, and to our Partners and to your Additional Cardholder and/or any person you have given authority to operate your Card Account, certain personal information about you and transaction details relating to your Card Account appropriate for the calculation of Points and the administration and promotion of the Program. Information as to transactions or events resulting in Points being credited or debited, information about the number of Points accumulated and any information relating to the Program subsequently disclosed by you or your Additional Cardholder to us may be sought, collected, used or disclosed for one or more of the following purposes:

- Administering the Program and the provision or performance of services relating to the Program; and/or
- Planning, research, and the promotion and marketing (whether targeted, direct or indirect) of goods, services or products of any organisation associated with the Program including us.

Each Member specifically authorises us and any of our agents or contractors which have been engaged to administer the Program to:

- Seek access to, collect and use that information; and/or
- Disclose that information between themselves, for the purposes stated.

Meaning of words in this document

In these terms and conditions, unless the context otherwise requires:

Additional Cardholder means in respect of a Card Account, a person to whom we issue a Card, at the Member's request, for use on the Card Account.

Airline/Travel Reward points means points offered by an Airline/Travel Reward Program partner named on the Awards website capable of redemption in that Airline/Travel Reward Program (other than Qantas Frequent Flyer).

Airline/Travel Reward Program is any reward or loyalty program operated by an airline or travel related provider (other than Qantas Frequent Flyer), which has been nominated by us for participation in this Program, as set out in these terms and conditions. A list of Airline/Travel Reward Programs nominated can be found on the Awards website or by contacting CommBank Awards.

Award is a good or service, or entitlement to a good or service, which may be acquired using Points accrued to a Card Account by the Member or Additional Cardholder.

Awards Points are the Points earned as a result of an Eligible Purchase as defined at section 1.1.

Awards Website means the online Program website (accessed via NetBank or the CommBank app).

Balance Transfers means an amount we pay to your credit or store card with another financial institution or third party at your request.

Bonus Partner means a merchant named on the Awards website as a Bonus Partner, purchases from whom, enable you to earn Bonus Points as set out on the Awards website.

Bonus Points means additional Points that may be earned to a Card Account as a result of certain Eligible Purchases nominated by us – including for example, Eligible Purchases from a Bonus Partner or through the Bonus Points eShop.

Bonus Points eShop means an online portal accessed via the Awards website through which you can access the websites of a variety of retailers in order to purchase goods and/or services and, subject to the Bonus Points eShop terms and conditions, earn Bonus Points.

Card means a Mastercard or Visa Awards, Business Awards, Gold Awards*, Business Gold Awards*, Platinum Awards**, Business Platinum Awards, Diamond Awards**, Smart Awards or Ultimate Awards credit card issued by us, that is linked to a Member's Card Account.

* Gold Awards and Business Gold Awards cards are no longer available for sale from 23 March 2018.

** Platinum Awards and Diamond Awards cards are no longer available for sale from 3 June 2023.

Card Account means the account that we maintain in the name of a Member, recording the transactions performed pursuant to a credit card contract entered into between us and the Member, and as a result of which, a Card is issued and linked to the Card Account.

Card statement of account means the statement of account issued in respect of a Card Account, pursuant to the *CommBank Credit Card Conditions of Use*.

Cash Advance means any money you access under your account, except a purchase or Balance Transfers. Cash advances include:

- ATM withdrawals (including any ATM fee)
- money withdrawn at a branch or other financial institution (if we permit this)
- transfers from your account using NetBank or our CommBank app (other than through BPAY)
- any Balance Transfers (including interest on them), once any special interest rate period has expired
- transactions for items we consider equivalent to cash, such as gambling, lottery tickets, money transfers or travellers cheques, including transactions which merchants tell us are for such items
- dishonoured payments

CommBank Awards credit card means a Card.

Eligible Purchase has the meaning given to that phrase at section 1.1 of these terms and conditions.

Gift Card means a gift card or gift voucher issued by us to you which can be redeemed at its face value for goods or services sold or provided by selected Partners. Unless specified otherwise, references to Gift Card include physical and digital Gift Cards.

Guide means the guides, brochures, emails, notifications and newsletters published from time to time by us setting out information about the Program, the Awards available, and the terms and conditions relating to the Program and Awards.

Member means in respect of a Card Account, a person who is enrolled in the Program and has been allocated an Awards membership number and in whose name the relevant Card Account is kept (i.e. the primary cardholder).

Partner means the operator of a business who has agreed with us to provide options for Awards redemptions and/or Bonus Points in the Program.

Partner Terms and Conditions means additional terms and conditions which may apply to you, if you choose to redeem Awards or earn Bonus Points, from or through a Partner, disclosed to you at that time, either on the Awards website, in a Guide or by contacting CommBank Awards.

Pay with Points means being able to purchase goods or services from a Pay with Points Partner using Points as set out in section 3.6.

Points are the units which accrue to a Card Account and which can be exchanged in the Program (subject to the rate of conversion published on the Awards website) for an Award in accordance with these terms and conditions, and include both Awards Points and Bonus Points.

Points Boost means the Bonus Points you earn on your highest Eligible Purchase on your Smart Awards card in a Statement Period (see table at section 1.2 for details).

Points Statement means a statement issued by us with your Card statement of account, showing Points accrued, Points redeemed and the Points balance for a Member's Card Account.

Program means the scheme called 'CommBank Awards' pursuant to which certain Awards and/or other features and benefits are offered or made available to a Member from time to time including as a result of utilisation by you of your Card.

Qantas Frequent Flyer Direct means the option for Members to automatically convert their Points for Qantas Points and have those points transferred directly to their Qantas Frequent Flyer account (see section 4.1).

Statement Period means the time period covered by a statement of account issued in respect of the Member's Card Account pursuant to the *CommBank Credit Card Conditions of Use*.

We means the Commonwealth Bank of Australia ABN 48 123 123 124.

You means a person who is enrolled as Member in the Program, and includes an Additional Cardholder.

What should you do if you have a complaint?

Please contact your Relationship Manager or call **13 2221** and explain the problem.

Our staff will review the situation and, if possible, resolve it immediately.

If the matter has not been resolved to your satisfaction, please contact our Customer Relations team by:



Phone: 1800 805 605



Email: customerrelations@cba.com.au

Write to: **CBA Group Customer Relations,
Reply Paid 41, Sydney NSW 2001**

If, after giving us the opportunity to resolve your complaint, you feel we have not resolved it satisfactorily, you may lodge a complaint with the Australian Financial Complaints Authority, or AFCA. AFCA provides fair and independent financial services complaint resolution that is free to consumers.

Website: afca.org.au

Email: info@afca.org.au

Telephone: **1800 931 678** from 9am to 5pm
(Sydney/Melbourne time), Monday to Friday

In writing to: **Australian Financial Complaints Authority,
GPO Box 3, Melbourne VIC 3001**

Contact CommBank Awards

For any Program enquiries or to redeem Points for Awards, you can contact us:



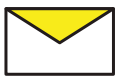
Online

Visit: the Awards website (link accessible via your Card Account in NetBank & the CommBank app)



Call us

13 1661 from 8am to 8pm
(Sydney/Melbourne time),
Monday to Friday



Write to us

Email:
contactus@commbankawards.com.au

Write to:
**CommBank Awards,
GPO Box 2674,
Sydney NSW 2001**



For other banking enquiries, call
13 2221, 8am to 8pm, any day.

