

Woolworths Shopping Card Rewards Program

Terms and Conditions

EFFECTIVE 1 JULY 2019

1. When do these Terms and Conditions apply to me?

You agree to be bound by these Terms and Conditions when you or an Additional Cardholder first use or activate your new Card or authorise a transaction on your Account. You agree that these Terms and Conditions apply to any points you or any Additional Cardholder earn by using a Card.

The use of your Card is also subject to separate Conditions of Use. Some of the words used in these Terms and Conditions are defined in the Conditions of Use.

A current copy of each of the Conditions of Use and these Terms and Conditions are available at **woolworthsmoney.com.au**.

2. How does the Woolworths Shopping Card Rewards Program work?

You will accrue points whenever you use your Card or Account to purchase eligible goods or services, subject to the Conditions of Use and these Terms and Conditions. You will also accrue points whenever any of your Additional Cardholders use their Card or your Account to purchase eligible goods or services, subject to the Conditions of Use and these Terms and Conditions.

Points will be automatically redeemed as Shopping Cards each Redemption Period in accordance with these Terms and Conditions.

Points

3.1 How do I accrue points?

You will accrue points for each Australian dollar amount of eligible Purchases made on your Account in each Statement Period as detailed on our website **woolworthsmoney.com.au** or if you call us on **1300 10 1234**. Bonus points in connection with Special Promotions may also be allocated on an eligible Purchase at our absolute discretion from time to time.

We may change the way you accrue points from time to time. We will try to give you adequate notice of any change. Bonus partners, redemption partners and special offers may also change from time to time and we will try to give you adequate notice of any material changes and you can refer to our website for current details at any time.

Points accrued on eligible Purchases made on your Account by Additional Cardholders belong to you, not to any Additional Cardholders.

3.2 How are my points redeemed for a Shopping Card?

Your points will be automatically redeemed for a Shopping Card each Redemption Period, provided that your Account remains opens and you are not in breach of the Woolworths Credit Cards Conditions of Use. The redemption value of your points is set at a minimum of \$20 and then in set increments up to a maximum of \$1,000. If you have accrued more than \$1,000 in Shopping Card value, you will be able to redeem this amount the following Redemption Period.

For details of the number of points required to redeem a reward visit **woolworthsmoney.com.au** or call us on **1300 10 1234**. We reserve the right to change the redemption value of your points at any time. Points accrued but not redeemed prior to the effective date of any change in redemption value will be redeemed by us at the new redemption value.

We will mail you your Shopping Card/s to the last postal address you provided us or email you your eShopping Card/s to the last email address you provided us. Please ensure you keep your postal and email addresses up to date.

3.3 What are Shopping Cards?

Shopping Cards are shopping cards issued by Woolworths with a nominal dollar value that you may use at participating stores, which are listed at **everydaygiftcards.com.au**. The value of a Shopping Card issued under these Terms and Conditions will be based on your points balance shown on your monthly Card statement.

Shopping Cards will be issued and can be used in accordance with the Shopping Card Terms and Conditions, available at **everydaygiftcards.com.au**. Once your points have been redeemed as a Shopping Card, Woolworths is responsible for providing the benefit of the Shopping Card in accordance with the Shopping Card Terms and Conditions.

All enquiries about the use of Shopping Cards must be made to Woolworths on **1300 10 1234**. The Shopping Card Terms and Conditions are available at **everydaygiftcards.com.au**.

3.4 Do my points or Shopping Cards expire?

Points not yet redeemed as Shopping Cards do not expire, provided your Account remains open. If you close your Account or it is cancelled or terminated, your participation in the Woolworths Shopping Card Reward Program is automatically cancelled and all points accrued are forfeited.

Shopping Cards themselves do not expire. For Shopping Card Terms and Conditions visit **everydaygiftcards.com.au**.

3.5 What do I do if I misplace a Shopping Card?

The Shopping Card Terms and Conditions will be strictly applied. Please keep your Shopping Card/s safe. We cannot re-issue a Shopping Card once it has been used.

If you misplace your Shopping Card contact Woolworths on 1300 10 1234 as soon as possible.

3.6 How do I keep track of my points?

Your points balance will appear on your monthly Card statement or you can view your balance online, by visiting www.login.woolworthsmoney.com.au

We may adjust your total points (backdating the adjustment if necessary) if points have been incorrectly credited or debited for any reason (including where a Transaction is reversed).

3.7 Is there a limit to the amount of points that I can accrue?

We may, at our absolute discretion, choose to limit the maximum number of points that may be awarded in any one Statement Period or any one year, commencing on the anniversary of Account opening, as detailed on our website **woolworthsmoney.com.au** or if you call us on **1300 10 1234**.

For security reasons, we limit the value of Shopping Cards we send to \$1,000 per Redemption Period. If you have accrued more than \$1,000 in Shopping Card value, you will be able to redeem this amount the following Redemption Period.

3.8 Points themselves do not have monetary value

Points cannot be transferred to any person including any Additional Cardholders, sold, bequeathed or inherited. Points can only be redeemed for Shopping Cards and are not convertible into or redeemable in cash. Points do not have monetary value and are only used to record your entitlement to redeem Shopping Cards.

3.9 Privacy

You acknowledge and authorise:

- (i) that we may provide your personal information to Woolworths (and any related body corporate of Woolworths) and any company, organisation or person which operates, or supplies goods or services to, the Woolworths Everyday Rewards Program for the purposes of marketing, planning, product development and administration of or under the Woolworths Everyday Rewards Program and for us to seek from and exchange with such organisations personal information about you
- (ii) Woolworths or us to contact you if required to discuss your Everyday Rewards membership status.

Administration

4.1 How do I communicate with you?

You can contact us by calling Card Services on 1300 10 1234.

We will write to you at your postal address or email address – please ensure you inform Card Services if you change your address or email address.

4.2 How do I claim missing points or Shopping Cards?

For matters regarding missing points or Shopping Cards, call Card Services on **1300 10 1234**. Disputes regarding points or Shopping Cards will not be accepted more than three (3) months after the date of the relevant Transaction.

4.3 Are there situations where we will not award points?

Points are not accrued in respect of the following amounts that may be charged to your Account:

- GST and government charges (including fines paid to any government agency)
- payments made to the Australian Tax Office
- interest and other bank fees and charges (including any GST payable on any of these)
- BPAY® payments, ie bill payments and other payments made through the BPAY Electronic Payments Scheme
- cash advances
- transactions for items that are directly convertible to cash (including, but not limited to, purchase of foreign currency and travellers cheques) or cash equivalent transactions
- balance transfers
- transactions deemed by us to be for operating a business or in connection with business expenditure
- transactions that are reversed (refunds)
- payments for credit card protection insurance
- transactions related to gambling (to the extent that these transactions can be made on your account).

Spending on these items on your Card will not be eligible Purchases.

We reserve the right to suspend or exclude you from participation or continuing to participate in Woolworths Shopping Card Rewards Program if:

- (i) you are in breach of the Conditions of Use or these Woolworths Shopping Card Rewards Program Terms and Conditions
- (ii) your Account is suspended, cancelled or terminated.

Any accrued points which have not yet been redeemed as a Shopping Card will be retained by us until your Account is no longer in breach of the Conditions of Use or suspended. You will continue to accrue points on your Account during this period.

4.4 My responsibility to pay any costs

You are responsible to pay for any tax liability (including any GST that may be payable), stamp duty or other duty or government charges in connection with the receipt of points or Shopping Cards.

4.5 Changes to the Woolworths Shopping Card Rewards Program

Acting reasonably, we may, at any time, and without notice, vary the Woolworths Shopping Card Rewards Program and/or these Terms and Conditions. We may make changes to these Terms and Conditions, points and any applicable fees, including changes to:

- add, withdraw or substitute any other benefit offered from time to time
- alter the accrual rate of points in relation to eligible Purchases
- alter the points redemption value in relation to Shopping Cards
- alter the fees payable under the Woolworths Shopping Card Rewards Program.

If we make changes to these Terms and Conditions we will use our best efforts to give you at least 30 days written notice. If you are not satisfied with any change or variation to the Woolworths Shopping Card Rewards Program or for any other reason want to withdraw from the Woolworths Shopping Card Rewards Program, you may terminate your participation in the Woolworths Shopping Card Rewards Program immediately by giving us notice to that effect in writing, or by contacting our call centre on **1300 10 1234**.

If it is not reasonably possible to provide you with the notice period of any changes above (for example if regulatory requirements require us to make changes immediately), we will provide you as much notice as we reasonably can.

The most up to date version of these Terms and Conditions are always available at **woolworthsmoney.com.au**, or upon request to us.

4.6 Termination or suspension of Shopping Cards

We give no warranty as to the continuing availability of the Shopping Cards as its continuing availability depends on our arrangements with Woolworths. If reasonably necessary for business reasons, we may terminate or suspend accrual of points or redemption of points for Shopping Cards at any time.

We will give you 60 days notice of such termination or suspension, where we reasonably can. If we terminate or suspend the ability to redeem Shopping Cards in connection with the Woolworths Shopping Card Rewards Program, you will continue to accrue points on your Card during any notice period in accordance with these Terms and Conditions. If the suspension expires or is cancelled, your ability to accrue points and redeem points for

Shopping Cards will be reinstated, subject to these Woolworths Shopping Card Rewards Program Terms and Conditions. If we terminate the ability to redeem Shopping Cards in connection with the Woolworths Shopping Card Rewards Program, upon the expiry of any notice period, you will no longer accrue points. Any points that you have accrued above the minimum of \$20 will be redeemed at the expiry of any notice period.

If Woolworths ceases to operate Shopping Cards and/or has gone into liquidation or other forms of administration, the balance of any points that you have accrued in connection with your Card, but which have not been redeemed will be forfeited. Points already redeemed will be dealt with in accordance with the Shopping Card Terms and Conditions and otherwise as specified by Woolworths. Points accrued within the Woolworths Shopping Card Rewards Program have no monetary value on termination or suspension of Shopping Cards.

4.7 Liability

The only conditions and warranties which are binding on us in respect of the type, quality, standard, fitness or suitability for any purpose of the points and Shopping Cards are those expressly set out in these Terms and Conditions, and those imposed and required to be binding by statute (including the Australian Consumer Law).

We warrant that, in relation to points and the Woolworths Shopping Card Rewards Program, we will exercise due care and skill to:

- process and maintain your participation in the Woolworths Shopping Card Rewards Program including keeping your contact details up to date (where we have been notified of the changes)
- manage the relationship with Woolworths
- manage relationships with redemption partners and bonus partners
- use our reasonable endeavours to procure that points are redeemed as Shopping Cards in accordance with these Terms and Conditions.

To the full extent permitted by law, our liability in relation to the above warranty is limited to supplying the service again or payment of the cost of having the service supplied again. Except as required by law, we:

- make no express or implied warranty or representation in connection with the rewards (including with respect to type, quality, standard or fitness for any purpose)
- are not liable for any loss you suffer (including consequential loss) arising in connection with a reward (including a failure to provide a reward, its loss, theft or destruction)
- are not liable for any loss you suffer (including consequential loss) in connection with our negligence or our breaching a term, warranty or condition in relation to the Woolworths Shopping Card Rewards Program.

If we are liable for a breach of these Terms and Conditions, then, to the full extent permitted by law, our liability will exclude any indirect or consequential loss you may suffer. To the full extent permitted by law, we limit our liability to you in relation to goods and services acquired by way of the Woolworths Shopping Card Rewards Program.

To the full extent permitted by law, we are not liable for any loss you suffer (including any losses, costs or expenses) in connection with:

- your redemption of Shopping Cards for goods and services
- any complaint or dispute you may have with Woolworths
- any unredeemed points in the event that Woolworths ceases to carry on business or offer Shopping Cards as these events are outside of our reasonable control.

We may not exclude our liability as set out above in this section, if any losses, costs or expenses have been caused by our own negligence or default.

Interpretation

Terms and Conditions.

In these Terms and Conditions all capitalised terms have the same meaning as in the Woolworths Credit Cards Conditions of Use. Additional defined terms are as follows:

eShopping Card is an electronic version of the Shopping Card Points mean the points, including points described as bonus points in any marketing of the Woolworths Shopping Card Rewards Program, accrued by you based upon the value of an eligible Purchase in accordance with these Woolworths Shopping Card Rewards Program

Redemption Partner means us or any other person who agrees to provide rewards or bonuses in connection with the Woolworths Shopping Card Rewards Program.

Redemption Period means every four months, or as otherwise amended by us from time to time.

Shopping Card means a stored value shopping card which can be used to make purchases at participating merchants, as varied by us from time to time (available at everydaygiftcards.com.au) (but which may not be used to make payments to your Account).

"We", "our" or "us" means Macquarie Bank Limited (ABN 46 008 583 542, Australian Credit Licence 237502) and its successors and assigns.

Woolworths means Woolworths Limited ABN 88 000 014 675.

Woolworths Shopping Card Rewards Program means the rewards program operated by us on these Terms and Conditions and as set out in promotional material, as amended from time to time.

In these Terms and Conditions the following rules of interpretation will apply:

- the singular includes the plural and vice versa
- a reference to anything includes the whole and each part of it
- a reference to a document includes any variation or replacement of it.

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

If any term in these Terms and Conditions is invalid or not enforceable in accordance with its terms, all other terms or parts which are self sustaining and capable of separate enforcement without regard to the invalid or unenforceable term or part will be, and continue to be, valid and enforceable in accordance with their terms.

Ď

Card Services

Phone: 1300 10 1234

Online: woolworthsmoney.com.au

Address: PO Box 3427

Rhodes NSW 2138