

MYER

CREDIT CARD REWARDS PROGRAM
TERMS AND CONDITIONS

EFFECTIVE 18 SEPTEMBER 2017

1 DEFINITIONS

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

Account Year means each annual period which commences on the date your Account was opened or on the anniversary of the date your Account was opened (as the case may be).

Myer means Myer Pty Ltd (ABN 83 004 143 239) of 800 Collins Street, Docklands, Victoria 3008, and its Related Bodies Corporate.

Myer Affiliates means a business affiliated with the MYER one program, as advised by Myer from time to time on the myeroneaffiliates.com.au website.

Myer Credit 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.

MYER one program means the program called “MYER one” operated by Myer.

MYER one program account means the MYER one program account held by Myer that is linked to your Account, held in the name of the MYER one member’s name (who may be either you or an Additional Cardholder).

Shopping Credits means reward points earned in the Myer Credit Card Rewards Program by eligible Purchases made on your Account.

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

2 WHEN DO THESE TERMS AND CONDITIONS APPLY?

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

The use of your Account is also subject to separate Conditions of Use.

A current copy of the Conditions of Use and these Terms and Conditions are available at Myer Credit Card Online (creditcard.myer.com.au).

3 EARNING SHOPPING CREDITS

3.1 Rate at which Shopping Credits are earned

You and any Additional Cardholder will earn Shopping Credits for each Australian dollar amount of eligible Purchases made on your Account (rounded up or down to the nearest whole dollar value of the eligible Purchase)

in each Statement Period. We will notify you of the rate at which you will earn Shopping Credits at the time your Account is opened, and the current rate is detailed at myer.com.au/creditcard.

You may also receive additional bonus Shopping Credits in connection with specified merchants (including Myer Affiliates) or Special Promotions offered from time to time.

You must ensure that your Card contains the correct MYER one member number. We will not be responsible for any failure by you to provide us with the correct MYER one member number, including where Shopping Credits have been incorrectly allocated to a different MYER one program account.

3.2 **Limit to the maximum number of Shopping Credits that can be earned**

We may, at our absolute discretion, choose to limit the maximum number of Shopping Credits that you may earn in any period (which may be each Statement Period, each Account Year or any other period). Any limit to the maximum number of Shopping Credits you may earn is detailed at myer.com.au/creditcard.

3.3 **Shopping Credits not earned on certain Transactions**

You will not earn Shopping Credits on any of the following types of Transactions (which will not be eligible Purchases):

- 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, or
- transactions used for gambling purposes (including gambling chip and lottery ticket purchases).

3.4 Shopping Credits not earned on certain Accounts

You will not earn Shopping Credits on any Transactions if:

- your Account has been closed (including for any of the reasons set out in section 7 below), or
- your credit card Account is suspended, cancelled or terminated.

We may also, at our discretion, restrict your ability to earn Shopping Credits if you or an Additional Cardholder are in breach of these Terms and Conditions or the Conditions of Use.

You will also not be able to access any functionality relating to the Myer Credit Card Rewards Program on the Myer Credit Card app and Myer Credit Card Online (creditcard.myer.com.au) whilst your account is restricted from earning Shopping Credits.

3.5 Adjustments to your Shopping Credits balance

We may, and may request Myer to, adjust your total Shopping Credits (backdating the adjustment if necessary) if Shopping Credits have been incorrectly credited or debited for any reason.

In the event of a refunded Transaction, your Shopping Credits balance will be adjusted by either us or Myer in accordance with the rate at which you are earning Shopping Credits at the time of the refund. This adjustment will also apply to any limit to the maximum number of Shopping Credits for the period in which the refund is processed.

4 REDEEMING SHOPPING CREDITS

4.1 How are Shopping Credits redeemed?

Your Shopping Credits will be automatically credited to your MYER one program account within five business days of a Transaction being processed on your Account. The date a Transaction is processed on your Account may differ from the time when you make the Transaction.

Shopping Credits can only be redeemed through the MYER one program and only in accordance with the MYER one program terms and conditions.

For more information on the MYER one program, including to view the MYER one program terms, visit myerone.com.au.

4.2 Who do Shopping Credits belong to?

Any Shopping Credits (earned either by you or an Additional Cardholder) will be credited to your MYER one program account.

If you are the MYER one program member on that MYER one program account, these Shopping Credits will belong to you. If you are an additional cardholder on that MYER

one program account, these Shopping Credits will belong to the MYER one program member.

4.3 **When can't you redeem your Shopping Credits?**

In circumstances where we reasonably determine that Shopping Credits have been earned or redeemed inappropriately, we may:

- adjust, or request Myer to adjust, your total Shopping Credits balance in accordance with section 3.5 above
- request Myer to decline to allow you to redeem Shopping Credits through the MYER one program, or
- require you to repay us or Myer the amount of Shopping Credits already redeemed, based on the retail value of the redemption.

4.4 **Your responsibility to pay any costs**

You will be responsible 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 Shopping Credits.

4.5 **What can't you do with Shopping Credits?**

Shopping Credits can only be redeemed in accordance with the MYER one program terms and conditions. Shopping Credits do not have any monetary value. Unless expressly permitted, Shopping Credits may not be transferred, sold, bequeathed or inherited. Shopping Credits are not convertible into cash. Shopping Credits are only used to record your entitlement to redeem a reward.

4.6 **Do Shopping Credits expire?**

Once the Shopping Credits have been credited to your MYER one program account, the MYER one program terms and conditions (available at myerone.com.au/TermsAndConditions) will govern when those Shopping Credits will expire.

4.7 **How can you keep track of your Shopping Credits?**

You can review the current balance of your Shopping Credits on the Myer Credit Card app and Myer Credit Card Online (creditcard.myer.com.au).

You can also view more information on your MYER one program account through Myer at myerone.com.au.

5 **CHANGES TO THE MYER CREDIT CARD REWARDS PROGRAM**

We will use our best endeavours to give you at least 20 days' written notice if we:

- decrease the rate at which Shopping Credits are earned
- change the maximum number of Shopping Credits that may be earned in a specified period

- change the types of Transactions on which Shopping Credits are earned, or
- change these Terms and Conditions.

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

Without notice to you, we may:

- increase the rate at which Shopping Credits are earned, or
- change any special promotion or offer made as part of the Myer Credit Card Rewards Programs (except where you have accepted a promotion or offer, in which case, we will fulfil its terms).

6 TERMINATION OR SUSPENSION OF THE MYER CREDIT CARD REWARDS PROGRAM

We give no warranty as to the continuing availability of earning Shopping Credits as this depends on our arrangements with Myer. If reasonably necessary for commercial reasons, we may terminate or suspend the ability to earn Shopping Credits in connection with the Myer Credit Card Rewards Program 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 earn Shopping Credits in connection with the Myer Credit Card Rewards Program, you will continue to earn Shopping Credits on your Account during any notice period in accordance with these Terms and Conditions. If the suspension expires or is cancelled, your ability to earn Shopping Credits in connection with the Myer Credit Card Rewards Program will be reinstated, subject to these Terms and Conditions. If we have terminated the ability to earn Shopping Credits in connection with the Myer Credit Card Rewards Program, upon the expiry of any notice period, you will no longer earn Shopping Credits and your Account will no longer be linked to your MYER one program account. You will still be able to redeem any Shopping Credits you have previously earned in accordance with the MYER one program terms and conditions.

If Myer ceases to operate the MYER one program and/or has gone into liquidation or other forms of administration, the balance of any Shopping Credits that you have earned in connection with your Account, but which have not been credited to your MYER one program account, will be forfeited. Shopping Credits already credited to your MYER one program account will

be dealt with in accordance with the MYER one program terms and conditions and otherwise as specified by Myer. Shopping Credits accrued within the Myer Credit Card Rewards Program have no monetary value on termination or suspension of the ability to earn Shopping Credits in connection with the Myer Credit Card Rewards Program.

7 CLOSURE OF YOUR MYER CREDIT CARD REWARDS ACCOUNT

You can close your Myer Credit Card Rewards account at any time, for any reason. If you would like to close your Myer Credit Card Rewards account, you can call us on 13 67 17.

We will close your Myer Credit Card Rewards account if:

- your credit card Account is closed
- we stop providing further credit under your credit card Account contract, or
- you die.

We may also, at our discretion, close your Myer Credit Card Rewards account if you or an Additional Cardholder are in breach of these Terms and Conditions or the Conditions of Use.

If your Myer Credit Card Rewards account is closed, you will forfeit all Shopping Credits which have not yet been credited to your MYER one program account in accordance with section 4.1. You will also no longer be able to access any functionality relating to the Myer Credit Card Rewards Program on the Myer Credit Card app and Myer Credit Card Online (creditcard.myer.com.au).

8. DISPUTES

For any disputes about Shopping Credits, including any missing Shopping Credits, please call Myer on 13 67 17 as soon as possible.

9. PRIVACY

You agree:

- that we may provide your personal information to Myer and any company or person which operates, or supplies goods or services to, the MYER one program for the purposes of marketing, planning, product development and administration of the MYER one program. You also agree that we may request from and exchange with such organisations or persons personal information about you, and
- that we, or Myer, may contact you if necessary to discuss your MYER one program account.

10. LIABILITY

Except as required by law, we limit the warranty we make to you in relation to Shopping Credits and the Myer Credit Card Rewards Program to exercising due care and skill to:

- process and maintain your participation in the Myer Credit Card Rewards Program
- procure the supply of rewards to you
- manage our relationships with Myer, and
- use our reasonable endeavours to procure the crediting of Shopping Credits to you in accordance with these Terms and Conditions

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 indirect or 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 indirect or consequential loss) in connection with our negligence or our breaching a term, warranty or condition in relation to the Myer Credit Card Rewards Program, and
- limit our liability to you to replacement or repair of the reward or service, or payment of the cost of repairing the reward or service.

11. INTERPRETATION

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

- the singular includes the plural and vice versa
- a reference to anything includes the whole and each part of it, and
- 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.

CARD SERVICES

Call 13 67 17, 24 hours, 7 days a week

myer.com.au/creditcard

PO BOX 3665, Rhodes, NSW 2138