

# Rewarder Card

## Terms and Conditions



**sgc**

creditunion

providing the solutions for your success

Effective 1 October 2006

## 1. General

The Terms and Conditions comprise these Rewarder terms and conditions and the Conditions of Use and are issued by SGE Credit Union (we or us), having its principal place of business and registered office at 230 Clarence Street, Sydney NSW 2000.

The Terms and Conditions contain our offer to you to become a member of Rewarder, which we may withdraw at any time. They govern your membership and the use of your Rewarder Loyalty Card.

When you first use your Rewarder Loyalty Card or Personal Identification Number (PIN) you accept our offer to become a member of Rewarder and agree to comply with the Terms and Conditions.

In the event of any inconsistency between these Rewarder terms and conditions and the Conditions of Use, these Rewarder terms and conditions will prevail.

Additional information regarding Rewarder can be found on our website, <http://www.sgecu.com.au> or the Rewarder Web-Site.

The terms and conditions of use of your Credit Card are set out in the 'Visa Credit Card Terms and Conditions of Use'.

## 2. Important

Please take the time to read the Terms and Conditions carefully.

The Terms and Conditions permit us to unilaterally vary the terms and conditions relating to Rewarder (see clauses 3, 4, and 5 and paragraph 17 of the Conditions of Use) and set out the circumstances in which your Loyalty Points will expire (see clause 9).

Please call our phone centre on 1300 364 400 if you have any questions regarding Rewarder or the Terms and Conditions.

## 3. Rewarder

Rewarder Loyalty Cards are only available to natural persons and not families, companies, partnerships, trusts, government agencies or other entities.

We reserve the right to withdraw our offer to you or refuse or cancel membership at any time at our discretion.

We reserve the right at any time at our discretion to:

- (a) make any changes to Rewarder or the Terms and Conditions, including the way and the rate at which you can earn or redeem Loyalty Points;
- (b) suspend or discontinue our participation in Rewarder; or
- (c) discontinue Rewarder.

We will give you at least 30 days notice of:

- (a) the discontinuation of Rewarder;
- (b) the suspension or discontinuation of our participation in Rewarder; or
- (c) any material changes to the Terms and Conditions, other than those in relation to fees and charges or the redemption value of any Loyalty Points,

but we will not, to the fullest extent permitted by law, be liable to you if we fail to do so.

## 4. Fees and charges

We will charge you an annual fee for each Membership Year. Refer to Fees and Charges brochure.

We will charge the Annual Fee to your Credit Card account.

We may change the Annual Fee by giving you at least 30 days notice prior to any such change taking effect.

We may impose other fees and charges in connection with Rewarder by giving you at least 30 days notice prior to the introduction of any such fees and charges.

## 5. How you can earn Loyalty Points

As a member of Rewarder, and subject to clause 6, you will earn Loyalty Points each time you, or an Additional Cardholder, use your Credit Card for Eligible Transactions, whether in Australia or in any other country.

The number of Loyalty Points you will earn is calculated on the basis of one (1) Loyalty Point for each Australian dollar charged to your Credit Card Account for Eligible Transactions.

Where an Eligible Transaction is in a foreign currency, the number of Loyalty Points you will earn will be calculated on the basis of one (1) Loyalty Point for each Australian dollar charged

to your Credit Card Account for that Eligible Transaction.

From time to time we may determine in our absolute discretion to award additional or bonus Loyalty Points to you, either for specified goods or services or for transactions with specific merchants. Where we do so, we may alter or discontinue such arrangements at our discretion.

We reserve the right to change at any time the number of Loyalty Points that you earn or the way in which you earn Loyalty Points by giving you:

- (a) at least 30 days notice if we reduce the number of Loyalty Points that you will earn for each Australian dollar charged to your Credit Card Account for Eligible Transactions;
- (b) notice at such time as we determine appropriate in our absolute discretion if we increase the number of Loyalty Points that you will earn for each Australian dollar charged to your Credit Card Account for Eligible Transactions; or
- (c) notice at such time as we determine appropriate in our absolute discretion if we decide to award additional or bonus Loyalty Points to you, either for specified certain goods or services or for transactions with specific merchants.

## 6. When you will not earn Loyalty Points

You will not earn Loyalty Points:

- (a) if your Credit Card Account is in arrears for more than 30 days;
- (b) if you or any Additional Cardholder has acted fraudulently;
- (c) where there has been any fraudulent use of your Credit Card;
- (d) for business expenditure or goods and services acquired other than for personal use;
- (e) if you or any Additional Cardholder breaches the Terms and Conditions;
- (f) if your Credit Card Account is suspended or terminated for any reason;
- (g) if we cancel or request the return of your Rewarder Loyalty Card pursuant to clause 9 of the Conditions of

Use;

- (h) for Eligible Transactions after the expiry date of your Rewarder Loyalty Card or Credit Card; or
- (i) if you lose your Credit Card, until such time as a new card is issued.

## 7. How you can use your Loyalty Points towards the purchase of goods and services

Provided you have sufficient Loyalty Points, you may redeem your Loyalty Points to pay for, or use them as part payment for, goods or services. You may do this by using your Rewarder Loyalty Card at any merchants offering EFTPOS facilities in Australia who accept the Rewarder Loyalty Card.

Some merchants impose minimum spend requirements for transactions and you should check with each merchant before you attempt to redeem your Loyalty Points to pay for, or use them as part payment for, goods or services with that merchant.

You may not redeem your Loyalty Points for transactions outside Australia.

You may not redeem Loyalty Points that have expired.

Each Loyalty Point redeemed will be as follows:

Credit Card	Loyalty Point Value (\$)
Solutions Credit Card	Half a cent (0.5 cents)
Solutions Gold Credit Card	One cent (1 cent)

Loyalty Points may not be redeemed for cash.

You will be responsible for all other payments required in connection with any purchase by you using Loyalty Points, and you will be responsible for any related payments including taxes, charges or stamp duty.

You must not permit any other person to use your Rewarder Loyalty Card or your Rewarder Loyalty Points.

An Additional Cardholder will not receive a Rewarder Loyalty Card of his or her own.

## **8. When your Loyalty Points will be deducted**

Loyalty Points will be deducted from the available balance of your Loyalty Points:

- (a) where you redeem Loyalty Points towards the purchase of goods and services in accordance with clause 7;
- (b) where Loyalty Points have been incorrectly credited to you or you are otherwise not entitled to use those Loyalty Points; and
- (c) for Eligible Transactions where you earn Loyalty Points and then you receive a refund for the goods or services purchased.

## **9. When your Loyalty Points will expire**

If you close, or we terminate your Credit Card Account your Loyalty will expire with immediate effect.

If we terminate Rewarder or our participation in Rewarder your Loyalty Points will expire with immediate effect.

Your Loyalty Points will expire upon your death.

Expired Loyalty Points have no value and cannot be redeemed for goods, services or cash.

## **10. Terminating your Rewarder membership and Rewarder Loyalty Card**

We may deactivate, suspend or terminate your Rewarder Loyalty Card or your membership of Rewarder if:

- (a) Rewarder or our participation in Rewarder is terminated or suspended;
- (b) your Credit Card Account is in arrears for more than 60 days;
- (c) you or any Additional Cardholder has acted fraudulently;
- (d) you or any Additional Cardholder breach the Terms and Conditions;
- (e) your Credit Card Account is suspended or terminated for any reason; or
- (f) you attempt to use your Rewarder Loyalty Card after the expiry date of your Rewarder Loyalty Card or Credit Card.

## **11. Tracking your Loyalty Points**

You will be able to track the number of Loyalty Points you earn and redeem by applying for a PIN and checking your balance on the Rewarder Website using your client number and PIN.

While we will use our reasonable endeavours to ensure that details of your balance are up to date on the Rewarder Website, we will not, to the fullest extent permitted by law, be liable to you if we fail to do so.

For each 6 month period where you have had Credit Card Account activity or Rewarder Loyalty Card activity you will be issued with a Rewarder Loyalty Card account statement detailing:

- (a) the Eligible Transactions for your Credit Card Account;
- (b) the number of Loyalty Points earned;
- (c) the number of Loyalty Points redeemed; and
- (d) the number of Loyalty Points expired,

during the relevant Statement Period.

We may send you Rewarder Loyalty Card account statements in any manner determined by us including:

- (a) e-mail;
- (b) sms;
- (c) posting the statement on a secure page of our website or the Rewarder Web-site; or
- (d) sending it to the last address known to us.

## **12. Privacy**

You consent to and authorise us and our contractors and agents to have access to and collect and use personal information about you and your Loyalty Points and Credit Card Account and provide that information to other persons and contractors who provide services to us in relation to Rewarder, including Indue Ltd ABN 97087 822 464.

The information referred to in clause 12 may include:

- (a) personal details about you and your Additional Cardholders; and
- (b) transactional information relating to the use of your Rewarder Loyalty Card and Credit Card.

### **13. Miscellaneous**

Loyalty Points are not your property and may not be charged, bequeathed, assigned or transferred.

You may not assign to any person any right or obligation under the Terms and Conditions.

We may assign some or all of our rights and obligations under the Terms and Conditions to any person by providing notice to you in accordance with clause 16.

Part or all of any provision of the Terms and Conditions that is illegal or unenforceable may be severed and the remaining provisions of the Terms and Conditions will continue in force.

Any waiver by us of any obligation owed by you under the Terms and Conditions is effective only to the extent set out in any written waiver from us.

The Terms and Conditions are governed by the laws of New South Wales.

### **14. Disclaimer and limitation of liability**

This clause does not exclude or limit the application of any provision of any statute (including the Trade Practices Act 1974) where to do so would:

- (a) contravene that statute; or
- (b) cause any part of this clause to be void.

We exclude all implied conditions and warranties except any implied condition or warranty the exclusion of which would contravene any statute or cause any part of this clause to be void (Non-excludable Condition).

Our liability to you for any Non excludable Condition is limited to supplying the relevant services again.

We recommend that you obtain independent tax advice to ensure that you understand the possible tax (including fringe benefits tax) implications, if any, related to your membership of Rewarder.

### **15. Dispute Resolution**

If you have any questions, problems or disputes in connection with Rewarder or the services we provide to you in connection with Rewarder we would like to hear about them.

You can contact us 24 hours a day, seven days a week from anywhere by:

- (a) Email – [sge@sgecu.com.au](mailto:sge@sgecu.com.au);
- (b) Fax – (02) 9687 2397; or
- (c) Mail – SGE Credit Union  
PO Box A253  
Sydney South 1232

You can contact us by telephone between 9am and 5pm Monday to Friday (excluding public holidays) Eastern Standard Time on 1300 364 400.

We will endeavour to resolve the matter when you first contact us. If we cannot resolve your issue there and then, we will commit to taking the following steps:

- (a) we will let you know who is handling your complaint;
- (b) we will keep you informed of what is happening; and
- (c) we will endeavour to resolve your complaint within 21 days from when you first contact us.

If you make a complaint in writing or request a written response to your complaint, we will promptly inform you of the outcome of the complaint in writing. If the dispute is not resolved in a manner acceptable to you, we will explain the reasons for the outcome and the further action you can take.

Please note, we comply with the Electronic Funds Transfer Code of Conduct and the Credit Union Code of Conduct complaint investigation and resolution procedures in respect of those matters covered by those codes.

If you are dissatisfied with the outcome, and you would like an independent review, you can refer your complaint to The Financial Co-operative Dispute Resolution Scheme at:

- (a) Mail - P.O. Box 372, Clayfield, Qld 4011;
- (b) Phone - 1300 139 220;
- (c) Fax - 1300 139 221; or
- (d) Email - [ombudsman@fcds.org.au](mailto:ombudsman@fcds.org.au)

For further information on solving problems or disputes, please call us on 1300 364 400 or ask at any Service Centres for our Dispute Resolution Brochure.

## 16. Notices

We may send you all notices (including any changes) under the Terms and Conditions in any manner determined by us including by:

- (a) sending notices on or with account statements;
- (b) including notices at Electronic Banking Terminals or in branches;
- (c) press advertisements in newspapers circulating in your State or Territory;
- (d) e-mail;
- (e) sms;
- (f) posting the notice on our website or the Rewarder Web-site; or
- (g) sending you the notice to the last address known to us.

You must notify us in writing as soon as practicable of any change to any of your details including name, address, e-mail or telephone number, and we may request proof of such change from you before we implement the change.

## 17. Definitions

Definitions used in these Rewarder terms and conditions and not defined in this clause 17 will have the meaning given to them in the Conditions of Use.

**Additional Cardholder** means a person holding, with your consent, a credit card issued under your Credit Card Account.

**Credit Card** means a Visa credit or business card issued by us to you.

**Credit Card Account** means your account with us for your Credit Card.

**Conditions of Use** means the conditions of use issued by us governing the use of your Rewarder Loyalty Card.

**Eligible Transactions** means the purchase of goods or services from merchants accepting your Credit Card, including GST payable for those goods or services by you, excluding any government fees or charges, interest payable on your Credit Card Account, cash advances, corporate cheques, balance transfers and bill payments made through BPAY or any other electronic scheme.

**Loyalty Points** means the points earned by you from using your Credit Card for Eligible Transactions in accordance with clause 5.

**Membership Year** means each period of 12 consecutive months that you have been a member of Rewarder, ending on the anniversary of the first day of your membership.

**PIN** means your personal identification number.

**Rewarder** means the Rewarder loyalty programme administered by Indue Ltd ABN 97 087 822 464.

**Rewarder Loyalty Card** means the card branded 'Rewarder' which is issued by us to you to facilitate the redemption of Loyalty Points by you at merchants.

**Rewarder Website** means the website at <http://www.rewarder.com.au> or such other html address as may be notified by us to you.

**Statement Period** means each six-month period ending 30 June and 31 December of each year.

**Terms and Conditions** means these Rewarder terms and conditions and include the Conditions of Use, as amended from time to time.

- Personal Loans
- Car Loans
- Housing Loans
- Home Equity Loans
- Investment Loans
- VISA Debit Cards
- Financial Planning Service
- Redicard
- Cheque Books
- BPAY®
- Savings Accounts
- Insurance Services
- Investment Accounts
- Foreign Exchange Service
- AutoSearch Car Buying Service
- Direct Pay to Accounts
- Financial Services
- Internet Banking
- Inetsaver Account
- Overdrafts



1300 364 400

[www.sgecu.com.au](http://www.sgecu.com.au)

**SGE Credit Union Limited**

ABN 72 087 650 637

AFSL No. 238311

230 Clarence Street

Sydney NSW 2000

PO Box A253, Sydney South NSW 1232

**Facsimile:** (02) 9267 3876

**24 hr Moneyline:** 1300 364 400

**Email:** [sge@sgecu.com.au](mailto:sge@sgecu.com.au)

**Service Centres**

230 Clarence St, **Sydney**

Level 1, 128 Exhibition St, **Melbourne**

328 King St, **Newcastle**

125 Baylis St, **Wagga Wagga**

12 - 14 Wentworth St , **Parramatta**

Elizabeth Drive, **Liverpool Hospital**

125 Donnison St, **Gosford**

Shop 9, 82-86 George St, **Bathurst**

Long Bay Complex, Anzac Pde, **Malabar**

Cnr Conway & Carrington St's, **Lismore**

90 Avoca St, **Randwick**