

Coles Mastercard Rewards Terms and Conditions

Effective March 2018

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Introduction

These Terms and Conditions explain how flybuys Points can be earned using Your Account. These Terms and Conditions will apply to You if You have been issued with a Card as the Primary Cardholder and that Card is used to earn flybuys Points.

We instruct the flybuys Program to credit Your flybuys Membership Account with flybuys Points, based on spend on Eligible Transactions. These terms are to be read in conjunction with, and are not designed to replace or alter the flybuys Membership Terms and Conditions. The flybuys Membership Terms and Conditions can be found at <https://www.flybuys.com.au/about#/flybuys-terms-and-conditions>. The flybuys Program is owned and operated by Loyalty Pacific Pty Ltd ABN 82 057 931 334.

1. Meaning of Words

When You see these words used in these Terms and Conditions, this is what they mean:

Account means your Coles Mastercard unsecured credit facility with Us.

Additional Cardholder means another person who You have authorised to have a Card on Your Account.

Additional flybuys Points or Bonus flybuys Points means flybuys Points available on certain Eligible Transactions in addition to the standard Earn Rate, and flybuys Points available through Special Promotions.

Card means the Coles Mastercard® unsecured credit facility.

Cardholder means You and any Additional Cardholder.

Claims means any actions, suits, arbitrations, demands, verdicts, judgments, dues, costs and claims.

Coles Spend means Eligible Transactions made at Coles Supermarkets Australia Pty Ltd (ABN 45 004 189 708).

Concierge Services means the concierge services provided to Primary Cardholders as described in clause 9 of these Terms and Conditions.

Citi/Us/Our/We means Citigroup Pty Limited (ABN 88 004 325 080).

Earn Rate means the rate at which You earn flybuys Points on Eligible Transactions, as set out in clauses 3 and 4.

Eligible Transaction means any purchase excluding (but not limited to) Cash Advances, Balance Transfers, Special Promotions, BPAY payments, purchases of foreign currency and travellers cheques, transactions made in operating a business, payments to other Citi accounts, bank fees and charges such as interest and ATM charges, transactions made using flybuys Points and government related transactions. Government related transactions include transactions with government or semi-government entities, or relating to services provided by or in connection with government (for example but not limited to transactions made at Australia Post, payments to the Australian Taxation Office, council rates, motor registries, tolls, parking stations and meters, fares on public transport, fines and court related costs).

Please note that whether or not a transaction is an Eligible Transaction will be determined based on information provided either by the merchant or the relevant financial institution (including information about the type of business conducted by the merchant). This means that, for example, spend with certain merchants may be characterised as spend with a government related entity and therefore not an Eligible Transaction, even if that merchant is not in fact a government related entity.

flybuys Member means a person who has been accepted as a member of flybuys by Loyalty Pacific (or who has accepted an offer from Loyalty Pacific to become a member) and who remains a member of flybuys at the relevant time.

flybuys Membership Account means an account established in the name of a flybuys Member in accordance with the flybuys Membership Terms and Conditions and provided to Citi is to be associated with your Account.

flybuys Membership Terms and Conditions means the terms and conditions governing membership of flybuys, including the privacy policy, as varied from time to time by Loyalty Pacific.

flybuys Participating Retailer Spend means Eligible Transactions made at flybuys Participating Retailers specified at coles.com.au/mastercard/flybuysparticipants (and subject to change from time to time).

flybuys Points means the points earned by Cardholders on Eligible Transactions and which the Rewards Program instructs flybuys to credit to the Primary Cardholder's flybuys Membership Account, which are subject to the flybuys Membership Terms and Conditions.

flybuys Program means the program conducted under the name 'flybuys' (currently operated by Loyalty Pacific), or any renamed or replacement program provided by Loyalty Pacific.

Loyalty Pacific means Loyalty Pacific Pty Ltd (ABN 82 057 931 334).

Primary Cardholder means the person in whose name the Account is held and who is responsible for all transactions on the Account.

Rewards Program means the rewards program offered by Us and provided in conjunction with the Card as described in these Terms and Conditions.

Special Feature means any feature or Special Promotion related to the Card We identify as a Special Feature.

Special Promotions means a special promotional offer made by Us from time to time.

Statement Period means the period to which a statement applies, usually about 30 days.

You/Your means the person in whose name the account is opened. All other capitalised terms used in these Terms and Conditions have the same meaning as in the Coles Mastercard® Terms and Conditions.

2. Participation

- 2.1. You accept these Terms and Conditions on first use or activation of Your Account or any Card issued in connection with Your Account. These terms are to be read in conjunction with, and are not designed to replace or alter, the flybuys Membership Terms and Conditions. The flybuys Membership Terms and Conditions can be found at <https://www.flybuys.com.au/about#/flybuys-terms-and-conditions>.
- 2.2. You are eligible to earn flybuys Points and participate in the flybuys Program, provided that:
 - a. You are a flybuys Member;
 - b. Your Account entitles You to participate; and
 - c. You are not a corporation, firm, partnership or any other such legal entity.
- 2.3. By participating in the Rewards Program, You authorise Us and flybuys Program to seek, collect, use, store, share or disclose to each other or to third parties, for the purpose of your participation in the Rewards Program information about Eligible Transactions, adjustments to your Account as a result of reimbursements, disputed transactions and refunds or other changes, your flybuys Points and the conduct of your Account.

3. Earning flybuys Points

- 3.1. flybuys Points will only be credited to a flybuys Membership Account in Your name, even if the flybuys Points being credited were earned from an Additional Cardholder's Eligible Transactions. For the avoidance of doubt, spend by an Additional Cardholder on Your Account will not accrue flybuys Points in the name of the Additional Cardholder.
- 3.2. Once credited to Your flybuys Membership Account, the flybuys Points are subject to the flybuys Membership Terms and Conditions, as amended from time to time and located at <https://www.flybuys.com.au/about#/flybuys-terms-and-conditions>.
- 3.3. flybuys Points are awarded in respect of Eligible Transactions as set out in the table below. The number of flybuys Points awarded is calculated by reference to the Australian Dollar amount of the Eligible Transaction.

| Card | Earn Rate |
|--|---|
| Coles Mastercard® | 2 flybuys Points for each whole Australian Dollar spent on each flybuys Participating Retailers Spend, rounded down per transaction |
| Coles Rewards Mastercard® & Coles Platinum Rewards Mastercard® | 2 flybuys Points for each whole Australian Dollar spent on each Eligible Transaction, rounded down per transaction |
| Coles No Annual Fee Mastercard® & Coles Platinum No Annual Fee Mastercard® | 1 flybuys Point for every 2 whole Australian Dollars spent on each Eligible Transaction, rounded down per transaction |
| Coles Low Rate Mastercard® & Coles Platinum Low Rate Mastercard® | 1 flybuys Point for every 2 whole Australian Dollars spent on each Coles Spend, rounded down per transaction |

- 3.4. It will take up to 60 days after an Eligible Transaction has been processed by Us for flybuys Points to be credited to Your flybuys Membership Account.
- 3.5. At the end of Your Statement Period, the flybuys Points earned during that period as a result of spend on Eligible Transactions on Your Account, will be displayed on Your statement.

4. Limitations on and loss of flybuys Points

- 4.1. You will only earn flybuys Points on Eligible Transactions.
- 4.2. If You or an Additional Cardholder receives a refund or reimbursement (for example returned goods or services), a chargeback is made to Your Account, or where flybuys Points were incorrectly credited to Your Account, the flybuys Points relating to that reversal will be deducted from Your flybuys Membership Account.
- 4.3. flybuys Points have no monetary value, are not transferable by You to another rewards program offered by Us and cannot be redeemed for cash.
- 4.4. You will not earn flybuys Points on your Card if:
 - a. You are in breach of your Coles Mastercard® Terms and Conditions;
 - b. Your Account is suspended;
 - c. We reasonably suspect You (or an Additional Cardholder) are operating Your Account fraudulently; or
 - d. Your Account is closed or cancelled (whether by Us or by You), including if You cease to be a member of flybuys.
- 4.5. If we notify You that your right to participate in the Rewards Program is no longer suspended, You will be able to earn flybuys Points on Eligible Transactions.
- 4.6. We may suspend or terminate Your right to earn flybuys Points. At the time We terminate Your right to earn flybuys Points by using Your Account, You will no longer accrue flybuys Points on Eligible Transactions.

5. Redeeming Points

- 5.1. Only You can redeem Your flybuys Points in accordance with the flybuys Membership Terms and Conditions

6. Government Taxes, Duties and Charges

- 6.1. We accept no liability in respect of any government taxes (including Goods and Services Tax), duties or other charges that may be imposed by law in any country arising from the earning or redemption of flybuys Points or participation in the Rewards Program.
- 6.2. We give no warranty and accept no responsibility as to the ultimate taxation treatment of flybuys Points. You should seek independent tax advice in respect of the tax consequences arising from the use of this product or from participating in the Rewards Program.

7. General

- 7.1. We are not responsible for rewards you redeem under the flybuys Program, any death or injury, loss or consequential loss or damage from a reward or the loss, theft or destruction of a reward.
- 7.2. We give no warranty (whether express or implied) whatsoever with respect to any rewards provided by the flybuys Program. Rewards will normally come with warranties from the supplier or manufacturer of the rewards and any Claims in respect of those rewards should be made with those suppliers or manufacturers. In particular, we do not represent that any particular reward is suitable for the purpose for which you intend to use it.
- 7.3. We may vary these Rewards Terms and Conditions from time to time. For example, We may:
 - change the way You earn flybuys Points;
 - change the way We award flybuys Points;
 - introduce or change Rewards Program features, fees and conditions; and
 - make changes as a result of changes made by Our suppliers or partners.

We will provide at least 30 days' prior notice of changes, unless We reasonably consider the change to be non-material in nature. We will give You as much notice as is reasonably practicable for any non-material changes to these terms and conditions.

- 7.4. Disputes about missing flybuys Points for Eligible Transactions (including where the dispute concerns Your participation in the flybuys Program) will only be accepted up to six months after the date of the relevant transaction or such time as is reasonable in the circumstances. Documentary evidence may be required.
- 7.5. We do not accept any liability for promotional materials published, or produced directly by the flybuys Program.

8. Special Features and Special Promotions

- 8.1. Your Account may have access to a variety of Special Features and Special Promotions, which will be identified as such and will be subject to these Terms and Conditions, together with the terms and conditions of each of the Special Features and Special Promotions, as advised to You at the time of promotion, acquiring or using the Special Features or Special Promotions.
- 8.2. You will earn Additional flybuys Points or Bonus flybuys Points subject to meeting eligibility criteria for Special Promotions or Special Features made by Us from time to time.

9. Concierge Services

- 9.1. We provide complimentary Concierge Services to You via third parties. Concierge Services will act on Your behalf and as an intermediary in assisting You with the following requests:
 - a. Travel – for example, pre-trip information, flight and hotel availability and bookings;
 - b. Entertainment – for example, ticket bookings for events, and restaurant reservations;
 - c. Lifestyle – for example, information on golf clubs, health clubs, and pet services; and

- d. Shopping – for example, sourcing hard to find items or arranging gift purchase and delivery.
- 9.2. You will be informed of the cost and options, if available, before any booking or purchase is made for You. Concierge Services will not incur costs on Your behalf unless Your prior consent has been received. Any ticket purchases once authorised and confirmed by You will be deemed as non-refundable on non-exchangeable items.
- 9.3. Concierge Services will provide You with a clear and detailed breakdown of any costs associated with the provision of a service, prior to arranging the service. You will not be charged for research or co-ordination services performed by Concierge Services. You will be responsible for all other costs and expenses related to Your request. To the extent possible, goods and services acquired on Your behalf will be charged directly by the provider to Your Account. If Concierge Services advances funds for goods or services at Your request, Concierge Services shall bill that amount to Your Account.
- 9.4. Concierge Services will not locate goods and services if they are:
 - a. requested for re-sale, professional or commercial purposes;
 - b. abroad when Concierge Services is aware of customs regulations prohibit the shipping of the items to You;
 - c. prohibited under applicable law or which contravene popular moral or ethical standards; or
 - d. do not clearly provide some recreational benefit to You.
- 9.5. When goods or services are purchased on Your behalf, items will be purchased and/or delivered in accordance with national and international regulations;
 - a. You are at all times responsible for customs and excise fees and formalities;
 - b. Concierge Services recommends that they be insured for mailing or shipping. Concierge Services does not arrange for an insurance policy to apply to the goods or services purchased on Your behalf. If You require an insurance policy for the goods and services purchased on Your behalf, You must specify this and You will be charged the cost of the insurance. Neither We nor Concierge Services provides mailing or shipping services. Mailing and shipping services are organised in accordance with Your instructions. You may have remedies against the company which ships the goods to You.
- 9.6. Concierge Services accepts no liability arising from any provider that does not fulfil their obligations to You, subject to any chargeback entitlement You may have.

For more information

Visit us at www.coles.com.au/mastercard/

Alternatively, You can call us 24-hours-a-day, 7-days-a-week:

- if You are calling within Australia **1300 306 397**
- if You are calling from outside Australia + **61 1300 306 397**

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