

altitude.

Altitude.

Terms & Conditions.

Altitude Rewards and Altitude Qantas.

Effective Date: 1 July 2017.

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Important changes to Altitude card accounts.

The Reserve Bank of Australia introduced new industry wide regulations on 1 July 2017 that impact credit cards issued by Australian banks, in particular bank-issued American Express Cards. In response, Westpac have reviewed their rewards credit cards, and from **4 April 2018** there will be changes to how Altitude Points and Qantas Points are earned on the Altitude Platinum and Altitude Platinum Plus Card Accounts.

The *Altitude Terms and Conditions* will be updated to reflect the changes. Please read these changes together with the *Altitude Terms and Conditions*.

Changes to the *Altitude Rewards Terms and Conditions*.

The first sentence in Clause 4.1 will be removed and replaced with:

‘For Altitude card accounts:’

Clause 4.2 will be removed and replaced with:

‘How do you earn points on Altitude Platinum, Altitude Platinum Plus and Altitude Black card accounts?’

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The points are calculated on the number of Australian dollars posted to the card account in connection with purchases of goods and services (including any GST payable in respect of the goods or services) from Merchants accepting your card.

The number of points you earn on your Altitude Platinum card account, Altitude Platinum Plus card account and your Altitude Black card account are uncapped.

To see how many Altitude Points you earn per dollar spend using your card please visit **westpac.com.au/ccrewards** or call us on **1300 887 820**.

If you (or an additional cardholder) return any goods or services purchased with the card or when your card account is credited, this may result in points being debited from your points record (excludes payments to your card account). The number of points deducted from your points record will be calculated in accordance with the rate at which you were earning points at the time the refund or credit is posted to your card account.'

Changes to *Altitude Qantas Terms and Conditions*.

A new paragraph will be added at the end of clause 3.1, as follows:

'You may also have to pay a **Qantas Rewards Fee** to earn Qantas Points. For more details, see your Credit Card Contract.'

Clause 3.3 will be removed and replaced with:

'Qantas Points are calculated on the number of Australian dollars posted to the Card Account in connection with purchases of goods or services (including any GST payable in respect of the goods or services)

from merchants accepting your card until the number of points earned reaches your Card Account's points cap if any. For Altitude Qantas Cards and Altitude Business Qantas Gold: Qantas Points will no longer accrue within a statement cycle when the relevant points cap is reached. For Altitude Black Cards, Altitude Platinum Plus Cards and Altitude Platinum Cards linked to Altitude Qantas there is no points cap.

To see the points cap that applies to your Card Account and how many Qantas Points you earn per dollar spend using your card please visit westpac.com.au/ccrewards or call us on **1300 881 645.**

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Altitude Rewards. Terms & Conditions.

1. **When do these terms and conditions apply?**

When you or an additional cardholder first use your new card account, you are treated as having agreed to be bound by these terms and conditions.

You agree that these terms and conditions apply to any points you earn.

Your use and the operation of your card is also subject to separate conditions of use which were provided with your card. Should you like an additional copy of them, please contact Westpac's Cards Customer Service Call Centre on 1300 651 089 (Altitude cardholders) or 1300 859 100 (Altitude Platinum and Altitude Platinum Plus cardholders) or 1300 651 999 (Altitude Black cardholders).

2. **Switching between Altitude Rewards and Altitude Qantas programs.**

2.1 Your ability to switch from Altitude Rewards to Altitude Qantas and from Altitude Qantas to Altitude Rewards is governed by the following:

- if you have an Altitude Visa card, Altitude Platinum Visa card, or Altitude Black card, you may switch all cards linked to the card account between Altitude Rewards and Altitude Qantas programs at any time and any number of times, subject to the time it takes us to process each request. You should allow at least 10 business days for a request to switch to be processed or as advised at the time of your request.
- if your card is an Altitude Mastercard, Altitude Platinum Mastercard, Altitude Platinum Plus card, Altitude Business card or Altitude Business Gold card linked to Altitude Rewards, you cannot switch your rewards program from Altitude Rewards to Altitude Qantas.

2.2 When you switch your card from Altitude Rewards to Altitude Qantas programs in accordance with the conditions above, the terms and conditions of Altitude Rewards (as relevant) will continue to apply to the Altitude Points you have already earned through Altitude Rewards.

2.3 Altitude Points cannot be earned on your card once a switch to Altitude Qantas rewards has been processed. You cannot combine your Altitude Points with Altitude Points earned on an account in someone else's name.

3. How does Altitude work?

Under Altitude, you earn Altitude Points whenever goods or services are purchased using your card or your card account. You may then convert the points to rewards that Altitude may offer from time to time and for which you qualify.

4. How do you earn Altitude Points?

4.1 For Altitude, Altitude Platinum and Altitude Platinum Plus card accounts:

Points are calculated on the number of Australian dollars posted to the card account in connection with eligible purchases of goods or services (including any GST payable in respect of the goods or services) from merchants accepting your card until the number of points earned reaches your card account's points cap. To see the points cap that applies to your card account and how many Altitude Points you earn per dollar spend using your card please visit westpac.com.au/ccrewards or call us on 1300 887 820.

Altitude Points will no longer accrue when the relevant points cap is reached in any statement cycle.

If you (or an additional cardholder) return any goods or services purchased with the card or your card account is credited, this may result in points being debited from your points record (excludes payments to your card account). The number of points deducted from your points record will be calculated in accordance with the rate at which you were earning points at the time the refund or credit is posted to your card account. If your points record is adjusted in connection with the refund or credit, we will also adjust the number of points you need to earn before you reach the points cap in the same statement cycle the refund or credit is posted to your card account.

If you switch your existing card account to a new card account at any time, points already credited to your points record are unaffected. From activation of a new card account, you can earn points on purchases posted to the card account up to the new account's points cap in any statement cycle.

4.2 How do you earn points on your Altitude Black card account?

The points are calculated on the number of Australian dollars posted to the card account in connection with purchases of goods and services (including any GST payable in respect of the goods or services) from Merchants accepting your card.

The number of points you earn on your Altitude Black account is uncapped. To see how many Altitude Points you earn per dollar spend using your card please visit westpac.com.au/ccrewards or call us on 1300 887 820.

If you (or an additional cardholder) return any goods or services purchased with the card or when your card account is credited, this may result in points being debited from your points record (excludes payments to your card account). The number of points deducted from your points record will be calculated in accordance with the rate at which you were earning points at the time the refund or credit is posted to your card account.

4.3 Bonus points

You may also receive bonus points per dollar spend from time to time for using your card or card account to acquire goods or services. There is no limit on the number of bonus points you can earn in any statement cycle.

You may also receive additional bonus points in connection with special promotions offered from time to time. The conditions applying to these will be advised at the time of the promotion.

4.4 When will you not earn points?

While points are earned when you purchase goods and services, please note that points are not earned in respect of the following amounts that may be charged to your card account:

- government charges (other than GST payable in connection with the purchase of goods or services on which you earn points)
- interest and other bank fees and charges (including any GST payable on any of these)
- cash advances (any transaction treated by us as a cash advance as further explained in the “Interpretation” section – clause 19 below)
- balance transfers
- BPAY payments; i.e. bill payments and other payments made through the BPAY[®] Electronic Payments Scheme.
- ATO payments; i.e. payments using your Altitude Visa card, Mastercard[®] or American Express[®] card; Altitude Platinum Visa card, Mastercard or American Express card; Altitude Platinum Plus Visa card, Mastercard or American Express card; and Altitude Black World Mastercard[®] or American Express card, designated as an ATO payment or Card Payment Fee.

5. How long do you have to use your points?

Your points will not expire but in some circumstances set out in these terms and conditions, you may not be entitled to them or be able to claim rewards (and we may correct your points record by deleting any points invalidly earned).

If you close your card account, you must use your points within 90 days after the account is closed. You will not be able to use your remaining unused points after that period to claim rewards.

Where an account holder dies and we or Westpac are formally advised of that fact within six months of it occurring, we will convert the points in that account holder's points balance to a credit to the card account at the rate that applies to the redemption of the Altitude annual fee rebate at that time. Where notice of the account holder's death is received outside the six months notice period, any Altitude Points in the account holder's points balance will be forfeited.

No other person, including any additional cardholder, is entitled to redeem the points of a deceased account holder.

Clause 17 sets out our right to terminate Altitude at any time. After Altitude is terminated you will no longer be able to earn points.

6. What are the rewards?

The rewards available at any time are set out on altituderewards.com.au or you can contact the Altitude Rewards Centre on 1300 887 820 (Altitude cardholders) or 1300 859 100 (Altitude Platinum and Altitude Platinum Plus cardholders) or 1300 651 999 (Altitude Black cardholders). All rewards are subject to availability and substitutions may be necessary. We will only substitute rewards where we reasonably consider they are comparable. All rewards are subject to the specific conditions on which the provider of the reward makes the reward available. If there is any inconsistency between them and these terms and conditions, the specific conditions prevail.

7. How do you claim a reward?

7.1 Only you may claim a reward – additional cardholders may not claim rewards.

7.2 You may claim a reward if you have sufficient points on your points balance at the time of your claim. The number of points required for each reward is available through the Altitude Rewards Centre or at

altituderewards.com.au. You can only select rewards current at the time you claim a reward. You must have earned at least 3,000 points before you can claim a reward unless we advise you otherwise.

- 7.3 You can claim a reward by telephoning the Altitude Rewards Centre, or through altituderewards.com.au. For rewards which are delivered, you should allow 5 business days for gift cards and 10 business days for other rewards to be dispatched from the time you make your request for delivery of your reward. We will arrange for your reward to be delivered to the postal address you last notified to us. The delivery address cannot be a PO Box unless the reward is a gift card. The delivery address must be an address in Australia. Where there is a delay in delivery we will notify you and provide you with the option to change your reward. You may be charged for delivery of your rewards.

We will tell you about the delivery charges before they are incurred. We may require that gift cards for a relatively high value and certain other rewards are couriered rather than posted. We will let you know where this is the case and will require you to pay the courier charges.

Neither we nor our agents are responsible if a reward (including a gift card) is lost, stolen or damaged after it has been dispatched for reasons beyond our reasonable control.

- 7.4 Frequent flyer points conversions – if you are a member of a frequent flyer program participating in Altitude you may convert Altitude Points to your nominated participating airline’s frequent flyer points. You should allow at least three business days for your Altitude Points to be converted to frequent flyer points or as advised at the time of conversion.

From time to time participating airlines may change or offer special points promotions. Check altituderewards.com.au for the latest details or contact the Altitude Rewards Centre.

The airlines that are participating in Altitude are available on altituderewards.com.au

You should be aware that:

- frequent flyer points cannot be converted to Altitude Points
- you must have earned a minimum number of Altitude Points before you can convert them to frequent flyer points and you may only convert Altitude Points to frequent flyer points in set minimum increments – you can obtain details of these at altituderewards.com.au

- 7.5 Travel – you may redeem points for travel. Travel rewards may include flights, tours, car hire, hotel accommodation or a combination of these. These rewards may be offered by the travel provider who is a redemption partner or you may call Altitude Travel at the Altitude Rewards Centre on 1300 887 820 (Altitude cardholders), on 1300 859 100 (Altitude Platinum and Altitude Platinum Plus cardholders) or 1300 651 999 (Altitude Black cardholders) and redeem your points directly for any travel bookings able to be booked by Altitude Travel as a licensed travel agent.

Please note that hotel accommodation rewards are also subject to availability of rooms allocated by hotels for the purposes of reward schemes such as Altitude and other conditions.

- 7.6 Gift cards – you may redeem your points for gift cards which the Altitude Rewards Centre will send you. Gift cards are to be redeemed with the reward provider specified on the gift card. If the gift card contains an expiry date, it cannot be used after that time and points will not be re-credited to you if you do not use a gift card or the card's preloaded amount. You cannot redeem gift cards for cash, cheques, money orders or other payment instruments.
- 7.7 Charity donations – you may redeem your points for a donation to a participating charity. You should make your own inquiries with your tax advisor as to whether such a redemption gives rise to any tax deductions.
- 7.8 Merchandise rewards – you may redeem your points for specified merchandise. The Altitude Rewards Centre will arrange for these rewards to be delivered to you.
- 7.9 Points Plus Pay option – if you have insufficient points to enable you to redeem a particular reward, in the case of certain rewards, you may pay an additional amount for the portion of the reward not covered by your points earning to redeem that reward. This is known as the points plus pay option.
- We will determine when and how that top up option is available at any time. You can contact the Altitude Rewards Centre for further details.
- As previously noted, the points plus pay option will not be available to redeem rewards which are frequent flyer points.
- 7.10 You cannot cancel a reward claim – except where we give you the option of changing your reward under clause 7.3. If you claim a reward, you cannot change

or cancel that claim nor can you exchange or return a reward to obtain a re-credit of the relevant points.

- 7.11 Order of points redemption – when Altitude Points are converted to frequent flyer points or redeemed for rewards, they are redeemed in the order in which they were earned, so that the oldest points in your points balance are redeemed first whenever you claim a reward.
- 7.12 Personal Shopper redemptions for Altitude Black account holders – as an Altitude Black account holder, you may redeem your points through the Personal Shopper Service by calling 1300 651 999. You must redeem for a good or service that is priced at a minimum of \$800 or a minimum value of 166,000 Altitude Points. You can choose to redeem your points for any goods or services, subject to the following exclusions, which we may change from time to time on 30 days prior notice:
- Medical supplies, related services or surgery;
 - Gambling related offers and or services;
 - Cash or credit against a savings, personal, business or home loan;
 - Contribution towards any political party in the form of donation; or
 - Property purchase.
- 7.13 Annual fee rebate – you may redeem your points for an annual fee rebate on cards linked to Altitude Rewards, once per calendar year for each account. Points will be immediately deducted from your card account and you should allow up to 10 business days of redemption for the funds to be credited to your card account. Please refer to altituderewards.com.au for the different rebate amounts or contact the Altitude Rewards Centre.
- 7.14 Credit to your card account – you may redeem your points for a credit to your card account for cards linked to Altitude Rewards. Points will be deducted immediately from your card account and you should allow up to 10 business days of redemption for the funds to be credited to your card account. The amount credited to your card account will not contribute to any minimum monthly payment due. You should inquire with your tax advisor as to whether such a redemption gives rise to any tax implications. Please refer to altituderewards.com.au for the different rebate amounts or contact the Altitude Rewards Centre.

8. Who is responsible for the rewards?

We are responsible for ensuring that the rewards are made available to you as set out in these terms and conditions. To enhance the protection of your points, Westpac will contribute to a trust fund. Whilst you will not have an interest in the trust fund, the monies in it will be applied to meet the cost of redeeming rewards. We will advise if the trust fund is to be terminated.

Our liability to you in respect of any rewards or goods or services redeemed using your points is set out in clause 15.

We are not responsible if you cannot claim or redeem a reward for reasons beyond our reasonable control. However, in these circumstances, where your points have not been converted, you may claim an alternative available reward.

9. How do you keep track of your points and reward entitlements?

Your card statement will display your points record including the points that have been credited to your points balance and any points you have used to claim a reward during the period covered by the card statement.

New points are updated to the Altitude Rewards Centre each business day for transactions made on the previous business day. Your points record will usually reflect the points earned on a transaction in accordance with clause 4 within 2 business days of the transaction being posted to your card account.

Points can be used to claim rewards as soon as they have been processed and have been added to your points record. If you have any questions in relation to the points information displayed on your card statement, please contact the Altitude Rewards Centre. If you think you are entitled to more points than the card statement or your points record shows, you may be required to also send copies of the relevant sale receipts or the card statement showing the transactions for which you believe you are entitled to additional points. Before you do this, please check your points statement and points record carefully. We investigate all queries and make the final decision if there is any dispute. We may adjust your total points (backdating the adjustment if necessary) if points have been incorrectly credited or debited for any reason.

10. How do we communicate with each other?

We will send communications in connection with Altitude to your postal address last notified to us for your credit card statement, your nominated email address, or through Westpac Online Banking. You must tell us if you change your postal or email address.

You can contact us in the following ways:

By telephone

For Altitude card holders, you can contact us at the Altitude Rewards Centre on 1300 887 820. For Altitude Platinum and Altitude Platinum Plus cardholders, you can contact us on 1300 859 100 or Altitude Black cardholders on 1300 651 999.

By post

At Altitude at Locked Bag 337 Balmain NSW 2041.

By email

Via the Altitude website at altituderewards.com.au

11. When we will not award points or fulfil reward claim.

You do not receive points and may not claim a reward, if your card account is in arrears for 2 consecutive card statement cycles (you must bring your card account up to date by paying the arrears before you can recommence earning points or claim a reward).

You are not entitled to points (and we may correct your points record by deleting points invalidly awarded) if:

- Westpac cancels your card or terminates your card account for any reason, or
- we reasonably suspect that you or an additional cardholder is behaving or has behaved fraudulently, or
- a transaction relates to the conduct of a business, the card is used to make purchases that are business-related (including any expenditure of a personal business nature) or the card is used to purchase goods or services that are not used wholly or predominantly for personal, domestic or household purposes, or
- you breach the terms and conditions of your card (including exceeding your authorised credit limit) or of Altitude.
- If your card has been reported lost or stolen, a lost or stolen status will be placed on your card

account. For security reasons your points will be suspended until the lost or stolen status has been removed from your card account.

12. Points themselves do not have monetary value.

Points are not property and do not have any monetary value except in respect of the value assigned to them by Altitude Points and rewards may not be transferred, sold, bequeathed or inherited.

Points can only be redeemed for rewards and are not convertible into cash or to a credit to your card account except as set out in clause 5 and clause 7. Points are just used to record your entitlement to claim a reward.

13. Your responsibility to pay any costs.

You are responsible to pay or reimburse us or Westpac for any tax liability (including any GST that may be payable), stamp duty or other duty or government charges or airport related charges in connection with the receipt of points or a reward.

14. Privacy Statement.

Personal information.

We collect personal information from you to process your application, provide you with your product or service, and manage your product or service. We may also use your information to comply with legislative or regulatory requirements in any jurisdiction, prevent fraud, crime or other activity that may cause harm in relation to our products or services and help us run our business. We may also use your information to tell you about products or services we think may interest you.

If you do not provide all the information we request, we may need to reject your application or we may no longer be able to provide a product or service to you.

We may disclose your personal information to other members of the Westpac Group, anyone we engage to do something on our behalf, rewards program administrators and other organisations that assist us with our business.

We may disclose your personal information to an entity which is located outside Australia. Details of the countries where the overseas recipients are likely to be located are in our privacy policy.

As a provider of financial services, we have obligations to disclose some personal information

to government agencies and regulators in Australia, and in some cases offshore. We are not able to ensure that foreign government agencies or regulators will comply with Australian privacy laws, although they may have their own privacy laws. By using our products or services, you consent to these disclosures.

We are required or authorised to collect personal information from you by certain laws. Details of these laws are in our privacy policy.

Our privacy policy is available at westpac.com.au or by calling 132 032. It covers:

- how you can access the personal information we hold about you and ask for it to be corrected;
- how you may complain about a breach of the Australian Privacy Principles or a registered privacy code and how we will deal with your complaint;
- how we collect, hold, use and disclose your personal information in more detail.

We will update our privacy policy from time to time.

We will use or disclose your personal information to contact you or send you information about other products and services offered by the Westpac Group or its preferred suppliers. Please:

- call Westpac on 132 032;
- write to Westpac at GPO Box 3433, Sydney 2001; or
- call in at any Westpac branch,

if you do not wish to receive marketing communications from us.

Other acknowledgments and consents.

We may confirm the details of the information provided in your application which includes contacting your employer to confirm salary, address or other personal details.

Where you have provided information about another individual, you must make them aware of that fact and the contents of the Privacy Statement.

Your application form is not an offer or acceptance of credit.

Definitions.

In this privacy statement “we”, “our”, “us” means Westpac Banking Corporation ABN 33 007 457 141. “Westpac Group” means Westpac Banking Corporation and its related bodies corporate.

15 Disclaimer.

We accept our liability to you for direct losses resulting from a breach of contract or negligence under the principles applied by the courts, except if you have used Altitude for business purposes. We, Westpac and our agents are also not liable for any loss:

- to the extent that it is caused by you (for example, through your negligence or breach of contract);
- to the extent that it results from your failure to reasonably mitigate your loss; or
- caused by events outside our reasonable control (such as an act of God).

You may also have other rights under consumer protection legislation.

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

16. Changes to these terms and conditions and Altitude.

We may change these terms and conditions and other aspects of Altitude at any time. For example, we may:

- change the way you earn points;
- change the way you redeem points;
- introduce fees or vary fees we have introduced; and
- change the specific conditions on which awards are made available.

We will provide at least 30 days prior notice of changes, unless we reasonably consider the change to be non-material in nature.

17. Termination.

We may terminate Altitude at any time.

We will notify you as soon as practicable of the termination and the time period in which you may use your points to claim rewards (which will be at least 90 days from the date we tell you that Altitude is discontinued). If we terminate Altitude under this clause, we will provide you with a pro-rata refund of any annual membership fees or other fees you paid us (if applicable) for participating in Altitude for the current membership year.

18. Westpac's role.

Westpac will ensure that Altitude Rewards will perform its obligations to you under these terms and conditions.

19. Interpretation.

(a) In these terms and conditions:

account holder means you and does not include an additional cardholder.

additional cardholder means a person to whom a card is issued at your request and who is authorised to transact on the card account but not redeem or query rewards account information.

Altitude means the rewards program operated by us on these terms and conditions.

Altitude Point means a rewards point that has been earned under Altitude Rewards and is redeemable in accordance with the Altitude Rewards Terms and Conditions or Altitude Business Rewards Terms and Conditions.

Altitude Rewards means Altitude Rewards Pty Limited (ACN 099 127 376) a wholly owned subsidiary of Westpac.

Altitude Rewards Centre mean the centres operated by us or our agent to handle Altitude statement enquiries and process requests for rewards. Its contact details appear on Altitude statements and in "How do we communicate with each other?" - clause 10 of these terms and conditions.

Altitude Travel means the travel agent operated by us or our agent as part of the Altitude Rewards Centre.

ATO means Australian Taxation Office.

card means Westpac issued or branded card.

card account includes: Altitude Card Account, Altitude Platinum Card Account, Altitude Platinum Plus Card Account and Altitude Black Card Account.

cash advance means any transaction treated by us as a cash advance, including where you or the additional cardholder:

- draw cash from the card account using an automatic teller machine or at a financial institution; or
- receive from a merchant a cash substitute (including, but not limited to, using the card account to purchase gambling chips or tokens,

travellers' cheques or money orders, or to load value to a stored value card or facility); or

- use the card account to pay bills through a third party where the merchant does not accept credit card payments; or
- use the card account to pay bills over the counter at a financial institution; or
- transfer, or arrange for the transfer of, funds from the card account to another account.

Merchants enter into an agreement with their chosen financial institution, enabling the merchant to accept payment for goods and services by credit card.

Westpac, as the issuer of your card, is only able to determine whether to treat a transaction you make with a merchant on your card account as a purchase or a cash advance, based on information (including the type of business conducted by the merchant) provided by that financial institution in the course of processing the transaction. Accordingly, credit card transactions made with certain merchants may be treated as cash advances, even though such transactions do not fall within any of the above transaction categories. The most common types of merchant outlet where this may occur are news agencies and merchants that sell lottery tickets or other gambling/gaming products.

domestic spend means purchases made in Australian dollars or any other currency (and converted to Australian dollars) using your card or card account with a Merchant who is located in Australia.

enrolment year means a calendar year commencing on the date on which you joined Altitude or an anniversary of that date.

frequent flyer program means a frequent flyer program run or operated by any airline who has agreed with us to participate in Altitude as a redemption partner.

GST means a goods and services tax, value added tax, consumption tax, or any similar tax or a tax on services only.

Merchant means a provider of goods or services who accepts payment by card.

Overseas spend means purchases made in Australian dollars or any other currency (and converted to Australian dollars) using a card or card account with a Merchant who is located outside of Australia.

points cap means the maximum number of Altitude Points that can be earned on total purchases posted to the card account in a statement cycle, excluding bonus points.

points record means the record of the number of points (including bonus points) you have earned available to you as the account holder when you log onto altituderewards.com.au

redemption partner means us or any other person who agrees to provide rewards or bonuses in connection with Altitude.

statement cycle means the period from one statement date to the next statement date.

statement date means the date your statement is issued.

Westpac means Westpac Banking Corporation ABN 33 007 457 141 AFSL and Australian credit licence 233714.

we or **us** means Altitude Rewards.

you means the person in whose name a card account is kept and who is responsible for all transactions on the card account.

- (b) Unless they are defined above, terms which have a defined meaning in the conditions of use brochures which govern the use and operation of Westpac's consumer and business credit cards, will have the same meaning in these terms and conditions.
- (c) The singular includes the plural and vice versa.
- (d) A reference to anything includes the whole and each part of it.
- (e) A reference to a document includes any variation or replacement of it.
- (f) A reference to a person includes their permitted successors and assigns.
- (g) The words "include", "including", "for example" or "such as", do not limit the meaning of the words preceding them to that example or examples of a similar kind.

Altitude Qantas. Terms & Conditions.

1. General.

1.1 When do these terms and conditions apply?

These terms and conditions govern the use of Altitude Qantas Cards to earn reward points in the Qantas Frequent Flyer program.

You (and any additional cardholder) are bound by these terms and conditions when either:

- (a) we process your request to opt in to Altitude Qantas and to switch from Altitude Rewards program to Altitude Qantas, or
- (b) you (or any additional cardholder) first use your Card after we have approved your application for a new Altitude Qantas Card.

If you have opted in to Altitude Qantas from Altitude Rewards, from the date we process your opt in request, your Altitude Card will no longer earn Altitude Points and will earn Qantas Points as if it were an Altitude Qantas Card. You agree that these terms and conditions apply to Qantas Points you (or any additional cardholder) earn using your Card.

You also agree that:

- the Altitude Rewards Terms and Conditions and Altitude Business Rewards Terms and Conditions which applied to your Altitude Card only apply in respect of Altitude Points that remain in your Altitude Rewards account at the time that you opt in to Altitude Qantas; and
- any use and operation of a Card is also subject to your Credit Card Contract (as amended from time to time). Should you like an additional copy of your Credit Card Contract, please contact Westpac's Card Customer Service Centre on 1300 651 089.

2. Switching between Altitude Qantas and Altitude Rewards programs.

2.1 Your ability to switch from Altitude Qantas to Altitude Rewards and from Altitude Rewards to Altitude Qantas is governed by the following:

- if your card is an Altitude (Visa and American Express) cards, Altitude Platinum (Visa and American Express) cards, or Altitude Black card, you may switch between Altitude Qantas and Altitude Rewards programs at any time and any number of times, subject to the time it takes

us to process each request. You should allow at least 10 business days for a request to switch to be processed or as advised at the time of your request.

- if your card is an Altitude (Mastercard® and American Express) cards, Altitude Platinum (Mastercard and American Express) cards, Altitude Platinum Plus card, Altitude Business card or Altitude Business Gold card linked to Altitude Qantas, you may only switch once from Altitude Qantas to Altitude Rewards. Once you make this switch, future switches back to Altitude Qantas can only be made from an Altitude Visa card or Altitude Platinum Visa card to have the flexibility of program choice set out above.

- 2.2 When you switch your card from Altitude Qantas to Altitude Rewards in accordance with conditions above, the terms and conditions of Altitude Qantas (as relevant) and of the Qantas Frequent Flyer program will continue to apply to the Qantas Points you have already earned through Altitude Qantas.
- 2.3 Qantas Points cannot be earned on your card once a switch to Altitude Rewards has been processed. You cannot combine your Qantas Points with Qantas Points earned on an account in someone else's name.

3. How do you earn Qantas Points?

- 3.1 To earn Qantas Points, **you must be a member** of the Qantas Frequent Flyer program and advise us of your valid Qantas Frequent Flyer membership number.

Membership of the Qantas Frequent Flyer program is subject to the terms and conditions of the Qantas Frequent Flyer program. A joining fee applies.

Please refer to qantas.com/frequentflyer or call the Qantas Frequent Flyer Service Centre on 13 11 31 for more information.

All references to earning Qantas Points in these terms and conditions are subject to the above requirements.

- 3.2 Subject to these terms and conditions, you earn Qantas Points to be credited to your Qantas Frequent Flyer account each month by using your Card or the Card Account.
- 3.3 Qantas Points are calculated on the number of Australian dollars posted to the Card Account in connection with purchases of goods or services (including any GST payable in respect of the goods or services) from merchants accepting your card until the number of points earned reaches your Card Account's points cap if any.

For Altitude Qantas Cards, Altitude Qantas Platinum Cards, Altitude Qantas Platinum Plus Cards and Altitude Business Qantas Gold: Qantas Points will no longer accrue within a statement cycle when the relevant points cap is reached.

For Altitude Black Cards linked to Altitude Qantas there is no points cap.

To see the points cap that applies to your Card Account and how many Qantas Points you earn per dollar spend using your card please visit westpac.com.au/ccrewards or call us on 1300 881 645.

- 3.4 If you switch your existing Card Account to a new Card Account at any time, Qantas Points already earned will be credited to your Qantas Frequent Flyer account.

From activation of a new Card Account, you can earn Qantas Points on purchases posted to the Card Account up to the new Card Account's points cap in any statement cycle.

- 3.5 Purchases made by the additional cardholder will earn Qantas Points that are credited to the primary cardholder's Qantas Frequent Flyer account in accordance with the conditions set out in this clause 3.
- 3.6 Only whole numbers of Qantas Points are awarded. Fractions of Qantas Points are not credited.

4. How long do you have to use your Qantas Points?

The use of your Qantas Points, including the life of your Qantas Points, are governed by the terms and conditions of the Qantas Frequent Flyer program.

5. How do you earn additional or extra Qantas Points ('Additional Qantas Points')?

- 5.1 You may earn Additional Qantas Points from time to time for using your Card or the Card Account to acquire goods or services, or in connection with special promotions offered from time to time. There is no limit on the number of Additional Qantas Points you can earn in any statement cycle.

You may also earn additional Qantas Points in connection with special promotions offered from time to time. The conditions applying to these will be advised at the time of the promotion.

5.2 For Altitude Qantas Cards, Altitude Qantas Platinum Cards and Altitude Black Cards:

Every \$1 spent on selected Qantas products and services in Australia using your Card earns you 1 bonus point. The earning of bonus points on selected Qantas products and services in Australia is not included in any Card Accounts' points cap. Selected Qantas products and services are the following items purchased directly from Qantas: Qantas passenger flights (with a QF flight number), Qantas Frequent Flyer and Qantas Club membership joining and annual fees. Excludes Jetstar, Qantas Holidays, Qantas branded non-airfare products and any Qantas products and services not purchased directly from Qantas.

6. When don't you earn Qantas Points?

6.1 If you do not inform us of your valid Qantas Frequent Flyer membership number the Card Account will not earn Qantas Points. To inform us of your Qantas Frequent Flyer membership number, call Westpac Cards Service on 1300 651 089, or if your Card is an Altitude Qantas Platinum or Platinum Plus Card, the Westpac Platinum Priority Service Line on 1300 859 100.

6.2 Qantas Points are not earned in respect of the following amounts that may be charged to the Card Account:

- government charges (other than GST payable in connection with the purchase of goods or services on which you earn Qantas Points);
- ATO payments; i.e. payments using your Altitude Qantas Visa Card, Mastercard® or American Express® Card; Altitude Qantas Platinum Visa Card, Mastercard or American Express Card; Altitude Qantas Platinum Plus Visa Card, Mastercard or American Express Card; and Altitude Qantas Black World Mastercard® or American Express Card designated as an ATO payment or Card Payment Fee;
- interest and other bank fees and charges (including any GST payable on any of these);
- Cash Advances;
- (unless your card is an Altitude Business Qantas Gold Card) any spend deemed by us to be for business purposes, which includes, but is not limited to, transactions that relate to the conduct of a business, use of your Card to make purchases that are business-related (including any expenditure of a personal business nature) or use of your Card to purchase goods or services that are not used wholly or predominantly for personal, domestic or household purposes;

- balance transfers;
- BPAY® payments; i.e. bill payments and other payments made through the BPAY Electronic Payments Scheme.

- 6.3 You do not earn Qantas Points for using your Card if the Card Account is in arrears for two consecutive card statement cycles, is reasonably suspected by us to be operated fraudulently, your Card has been reported lost or stolen or if you do not follow these terms and conditions or your Credit Card Contract.
- 6.4 You will cease to earn Qantas Points for using your Card if we cancel your Card or the Card Account is terminated for any reason. Qantas Points that were earned during the statement cycle when we cancel your Card or the Card Account is terminated, or we discontinue the earning of Qantas Points, will be forfeited.
- 6.5 If you (or an additional cardholder) return any goods or services purchased with the Card or your Card Account is credited, this may result in an adjustment to Qantas Points you have earned in the current statement cycle the refund or credit is posted to your account (excludes payments to your card account).

The number of Qantas Points deducted from your points record will be calculated in accordance with the rate at which you were earning points at the time the refund or credit is posted to your Card Account. If we adjust the number of Qantas Points you have earned in a statement cycle, we will also adjust the number of Qantas Points you need to earn before you reach the points cap in the same statement cycle the refund or credit is posted to your Card Account.

- 6.6 Where the Card Account is credited in connection with a fraudulent transaction, and:

We identify the fraudulent transaction within the statement cycle in which the transaction was made, the number of Qantas Points deducted will be calculated in accordance with the rate at which you were earning Qantas Points as at the date we process the Qantas Points adjustment. If we adjust the number of Qantas Points you have earned in that statement cycle, we will also adjust the number of Qantas Points you need to earn before you reach the points cap in the same statement cycle the Qantas Points adjustment was processed.

We identify the fraudulent transaction after the statement cycle in which the transaction was made, we will request Qantas to deduct the equivalent amount of Qantas Points earned from the transaction from your Qantas Frequent Flyer membership account.

7. How do you keep track of your Qantas Points?

- 7.1 We do not issue separate statements to you in relation to your Qantas Points. To view your Activity Statement online, visit qantas.com/frequentflyer and login to your Qantas Frequent Flyer program account. If you have any questions in relation to Qantas Frequent Flyer statements or Qantas Points, please contact the Qantas Frequent Flyer Service Centre on 13 11 31.
- 7.2 Qantas Points earned during a statement cycle are added to your Qantas Points balance on a monthly basis usually within 14 days after your Card Account statement has been issued. If you think you are entitled to more Qantas Points, you must contact us with copies of the relevant sale receipts or the Card Account statement showing the transactions for which you believe you are entitled to additional Qantas Points no later than six months after the relevant transaction. We investigate all queries and make a final decision in the event of any dispute.
- 7.3 Qantas Points are governed by and are subject to the terms and conditions of the Qantas Frequent Flyer program. Westpac is not responsible for the Qantas Frequent Flyer program in any way. If Qantas discontinues, or makes any changes to, the Qantas Frequent Flyer program, we will not be responsible for the impact this may have on Qantas Points earned through use of your Card.
- 7.4 You are responsible to pay or reimburse us for any tax liability (including any GST that may be payable), stamp duty or other duty or government charges or airport charges incurred in connection with the receipt of Qantas Points.

We are not aware of any individual's particular circumstances and therefore cannot provide any taxation advice in relation to any Card or Card Account. No clause in these terms and conditions should be construed as a statement as to the taxation consequences or taxation treatment of any aspect of your Card or Card Account. In addition, we draw your attention to Practice Statement PS LA 2004/4, which outlines as at the date of these terms and conditions, the view of the Commissioner of Taxation in relation to the circumstances when rewards provided under a consumer loyalty program may be subject to income tax or fringe benefits tax. As each individual's circumstances may vary, we recommend you seek independent advice regarding the tax treatment, if any, resulting from your use of your Card or Card Account or from your participation in Qantas Points earning or receipt of Qantas Points.

Qantas Points derived in connection with, or in relation to, any Card or Card Account, or any Qantas Frequent Flyer membership fee(s), must not form part of any employment contract, or any consideration for any service between you and your employer.

- 7.5 We make no express or implied warranty or representation in connection with Qantas Points and are not liable for any loss you suffer arising in connection with Qantas Points, including loss suffered due to Qantas ceasing its operations.

8. Advising your Qantas Frequent Flyer membership number.

- 8.1 If you informed us of your Qantas Frequent Flyer membership number when you opted in to your Altitude Qantas Card, or you do so within four months of Westpac approving your opt in to your Card, the Card Account will earn Qantas Points from the first use of your Card or the Card Account after we have processed your opt in request.
- 8.2 If you do not inform us of your Qantas Frequent Flyer membership number within four months of Westpac approving your opt in to Altitude Qantas, you will only earn Qantas Points for goods or services purchased on your Card or the Card Account from the date you inform us of your Qantas Frequent Flyer membership number.

9. Variations relating to Qantas Points.

- 9.1 We may make changes relating to the earning of Qantas Points on your Cards at any time. You agree that you are bound by any such change when you (or any additional cardholder) first use your Card or the Card Account after we notify you of the change.
- 9.2 Changes may include a change to:
- the way you can earn Qantas Points from time to time, including by introducing new ways or changing existing ways of earning Qantas Points;
 - the number of Qantas Points you receive for using your card;
 - the way you earn Qantas Points, according to the type of Card used to make a purchase.
- 9.3 We will notify you of variations relating to Qantas Points as set out below.
- We will usually give you written notice of any change no later than 30 days before the change takes effect.

- We may not notify you in advance when a change is necessitated by an immediate need to restore or maintain the security of our systems or of individual accounts.
- Where permitted by applicable legislation and industry codes, written notice under this clause may be given electronically i.e. by electronic communication to your nominated electronic address or by making particulars of changes available at our website westpac.com.au

10. Altitude Qantas Cards cannot earn Altitude Points

- 10.1 An Altitude Qantas Cardholder cannot earn Altitude Points by use of a Card or Card Account. You may, however, subject to the Altitude Rewards Terms and Conditions and Altitude Business Rewards Terms and Conditions, redeem any Altitude Points you retained (when you requested us to replace your Altitude Card with an Altitude Qantas Card) for any Altitude Reward that Altitude Rewards may offer from time to time for which you qualify.
- 10.2 If the number of Altitude Points in your Altitude Points account falls below 3,000:
- you will continue to be a member of the Altitude Rewards program but you will not be able to redeem your Altitude Points for any rewards in the Altitude Rewards program, including under any Altitude Points plus payment arrangement;
 - you will not be able to increase your Altitude Points balance by you (or any additional cardholder) earning Altitude Points using a Card or your Card Account.

11. How long do you have to use your Altitude Points?

- 11.1 Your Altitude Points will not expire while you have an Altitude Qantas Card but in some circumstances set out in the Altitude Rewards Terms and Conditions, you may not be entitled to them or be able to claim any Altitude Reward.
- 11.2 If you close your Card Account, you must use your Altitude Points within 90 days after the Card Account is closed. You will not be able to use your Altitude Points remaining unused after that period to claim any Altitude Reward.

12. How do you keep track of your Altitude Points and Altitude Reward entitlements?

- 12.1 Your Card Account statement will display your Altitude Points balance including the Altitude Points

that have been credited to your points balance and any Altitude Points you have used to claim an Altitude Reward during the period covered by the Card Account statement. To view your Altitude Points balance online, go to altituderewards.com.au, or, as long as you have more than 3,000 Altitude Points, you can view your Altitude Points by logging onto your Westpac Online Banking at westpac.com.au

- 12.2 If you have any questions in relation to the Altitude Points information displayed on your Card Account statement, please contact the Altitude Rewards Centre. If you think you are entitled to more Altitude Points than the Card Account statement shows, you must contact us with copies of the relevant sale receipts or the Card Account statement showing the transactions for which you believe you are entitled to additional Altitude Points. We investigate all queries and make the final decision in the event of any dispute. We may adjust your total Altitude Points (backdating the adjustment if necessary) if Altitude Points have been incorrectly credited or debited for any reason.

13. How do we communicate with each other in relation to Altitude Qantas?

- 13.1 We will send communications in connection with Altitude Qantas to your postal or email address last notified to us for your Card Account statement. You must tell us if you change your address.
- 13.2 You can contact us in relation to Altitude Points as set out in the Altitude Rewards Terms and Conditions and Altitude Business Rewards Terms and Conditions.
- You can contact us in relation to your Altitude Qantas Card by calling Westpac Cards Service on 1300 651 089, or if your Card is an Altitude Qantas Platinum or Platinum Plus Card, the Westpac Platinum Priority Service Line on 1300 859 100.
- 13.3 If you have any questions related to the use of your Qantas Points please call the Qantas Frequent Flyer Service Centre on 13 11 31.

14. Changes to these terms and conditions.

- 14.1 We may change these terms and conditions from time to time, including as set out in clause 9. We will usually give you written notice of any change no later than 30 days before the change takes effect, however, we may not notify you in advance when a change is necessitated by an immediate need to restore or maintain the security of our systems

or of individual accounts. Where permitted by applicable legislation and industry codes, written notice under this clause may be given electronically i.e. by electronic communication to your nominated electronic address or by making particulars of changes available at our website westpac.com.au

- 14.2 Qantas may effect changes to the Qantas Frequent Flyer program as is set out in that program's terms and conditions. Qantas will advise you of any such change in accordance with those terms and conditions.

15. Termination of Altitude Qantas.

- 15.1 Westpac may terminate Altitude Qantas at any time. If we do so, we will give you a minimum 90 days notice in writing, unless it is impractical for us to do so.

16. Interpretation.

- (a) In these terms and conditions:

account means a Westpac account (including the Card Account) nominated by the account holder and accepted by us, which can be operated by a Card, either with or without a PIN.

account holder means you and does not include an additional cardholder.

additional cardholder means a person to whom a Card is issued at your request and who is authorised to transact on the Card Account.

Altitude Point means a rewards point that has been earned under Altitude Rewards and is redeemable in accordance with the Altitude Rewards Terms and Conditions or Altitude Business Rewards Terms and Conditions.

Altitude Qantas means the rewards program operated by Westpac that allows the earning of Qantas Points by use of an Altitude Qantas Card subject to these terms and conditions.

Altitude Business Qantas Gold Card Account means the card account for Altitude Business Qantas Gold Cards used to earn Qantas Points under these terms and conditions.

Altitude Qantas Card means the Altitude credit card which allows you to earn Qantas Points directly (credited to the Qantas Frequent Flyer account of the account holder each month) through Altitude Qantas and which, if you have opted in to Altitude Qantas from Altitude Rewards, allows you, if you are an account holder to redeem (subject to the Altitude Rewards Terms and Conditions or Altitude Business Rewards Terms and Conditions) any Altitude Points

you retained when you opted in. Altitude Qantas Cards include Altitude Qantas, Altitude Qantas Platinum, Altitude Qantas Platinum Plus, and Altitude Business Qantas Gold cards issued by us to you, for use on a Card Account from time to time.

Additional Qantas Points means Qantas Points earned on purchases of selected Qantas products and services, or in connection with a special promotion offered by Qantas.

Altitude Reward means any of the rewards governed by the Altitude Rewards Terms and Conditions applicable to the earning and redemption of Altitude Points using your Altitude Card and available at any time on the Altitude website which you can access through altituderewards.com.au or by contacting the Altitude Rewards Centre.

Altitude Rewards means the program governed by the Altitude Rewards Terms and Conditions or Altitude Business Rewards Terms and Conditions operated by Altitude Rewards Pty Limited, and known as such.

Altitude Card means your (or any additional cardholder's) Altitude credit card (including any Altitude, Altitude Platinum, Altitude Platinum Plus, Altitude Business and Altitude Business Gold card) which allowed you to earn and redeem Altitude Points subject to the Altitude Rewards Terms and Conditions and Altitude Business Terms and Conditions and which you have elected to replace with an Altitude Qantas Card or Altitude Business Qantas Gold Card.

Altitude Rewards Pty Limited means Altitude Rewards Pty Limited (ACN 099 127 376) a wholly owned subsidiary of Westpac.

ATO means Australian Taxation Office.

Card, card or credit card means any Westpac issued or branded credit, debit or charge Card which Westpac notifies you is part of Altitude Qantas for the earning of Qantas Points and continues (as relevant) to be part of Altitude for the redemption (but not earning) of Altitude Points and is for use on the Card Account.

Card Account means your Altitude Qantas Card account, Altitude Qantas Platinum Card account, Altitude Qantas Platinum Plus Card account or your Altitude Business Qantas Gold Card Account.

Cardholder means the holder of any Altitude Qantas Card.

Cash Advance means any transaction treated by us as a cash advance, including transactions where a cardholder:

- draws cash from the Card Account using an automatic teller machine or at a financial institution;
- receives from a Merchant a cash substitute (including but not limited to , using your Card Account to purchase gambling chips or tokens, traveller's cheques or money orders, or to load value to a stored value Card facility); or
- uses the Card Account to pay bills over the counter at a financial institution; or
- transfers or arranges for the transfer of funds from the Card Account to another account.

Merchants enter into an agreement with their chosen financial institution, enabling the merchant to accept payment for goods and services by credit card. Westpac, as the issuer of your Card is only able to determine whether to treat a transaction you make with a Merchant on your Card Account, as a purchase or a cash advance, based on information (including the type of business conducted by the Merchant) provided by the financial institution in the course of processing the transaction. Accordingly Card transactions made with certain Merchants may be treated as cash advances, even though such transactions do not fall within any of the above transaction categories. The most common types of Merchant outlet where this may occur are news agencies and merchants that sell lottery tickets or other gambling or gaming products.

Credit Card Contract means the Card Conditions of Use governing your Card, any letter which advised your credit limit and other prescribed information given to you as required by law, the pre-contractual statement and as applicable, the terms and conditions (if any) contained in any brochure that accompanied your application form for your Altitude Card and in the terms and conditions applicable to your opting in to a new Altitude Qantas Card or Altitude Business Gold Card or in any brochure that accompanied your application form for your new Altitude Qantas Card.

GST means a goods and services tax, value added tax, consumption tax, or any similar tax or a tax on services only.

Merchant means a provider of goods or services who accepts payment by card.

PIN means the personal identification number or word which has been selected by you, or which has been allocated to you by us, for use with your Card in any Electronic Banking Terminal.

points cap means the maximum number of Qantas Points that can be earned on total purchases posted to the Card Account in a statement cycle, excluding bonus points.

Primary cardholder means the account holder.

Qantas Points means rewards points in the Qantas Frequent Flyer program. Qantas Points were formerly known as Qantas Frequent Flyer points.

Qantas Frequent Flyer program means the loyalty program which is known as the Qantas Frequent Flyer program.

selected Qantas products and services in Australia means Qantas passenger flights (with a QF flight number) purchased on the Qantas merchant account, i.e. directly with Qantas or some travel agents, and Qantas Frequent Flyer and Qantas Club membership joining and annual fees. Excludes Jetstar, Qantas Holidays, and Qantas branded non-airfare products.

statement cycle means the period from one statement date to the next statement date.

statement date means the date your statement is issued.

unauthorised transaction means any transaction made without your knowledge or consent.

you or **your** means the person in whose name a Card Account is kept and who is responsible for all transactions on the Card or Card Account.

Westpac means Westpac Banking Corporation (ABN 33 007 457 141).

We or **us** means Westpac.

Westpac Group means Westpac and its related bodies corporate.

- (b) The singular includes the plural and vice versa.

Cards Customer Service Call Centre



Altitude cardholders
1300 651 089

**Altitude Platinum and Altitude
Platinum Plus cardholders**
1300 859 100

Altitude Black cardholders
1300 651 999

Altitude Rewards Centre & Altitude Travel Service



Altitude cardholders
1300 887 820

**Altitude Platinum and Altitude
Platinum Plus cardholders**
1300 859 100

Altitude Black cardholders
1300 651 999

Visit altituderewards.com.au

Lost or Stolen Cards



Australia
1300 651 089

Overseas
+61 2 9155 7700
+61 2 9155 7711 (Altitude Black cardholders)

If you are calling about a lost or stolen card from overseas, call the International Operator to book a reverse charge call for Altitude Black Cards to +61 2 9155 7711, for Altitude Platinum and Platinum Plus Cards to +61 2 9155 7722 and for all other Cards to +61 2 9155 7700.

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