



# Virgin Money Rewards Terms and Conditions

Effective 11 May 2022



# Contents

<b>1.</b>	<b>Meaning of words in this document</b>	<b>4</b>
<b>2.</b>	<b>Enrolment and Terms and Conditions</b>	<b>6</b>
<b>3.</b>	<b>Managing your membership and Rewards through the Rewards Hub</b>	<b>8</b>
<b>4.</b>	<b>Earning Virgin Money Points</b>	<b>9</b>
	General	9
	Earning Standard Points	10
	Earning Standard Points on Joint Accounts	11
	Earning Bonus Points or other benefits	11
	Online Only Offers	13
	Virgin Money Card Linked Offers	14
	Hotel Bookings	15
	Transferring Points to someone else	15
	When you will not earn points	15
	Correction of your points balance	16
	Points Expiry and Cancellation	17
<b>5.</b>	<b>Redeeming Points and claiming Rewards</b>	<b>18</b>
	General	18
	Cashback	19
	Pay with points (formerly Purchase Eraser)	19
	eVouchers (Gift cards)	19
	Hotels	20
<b>6.</b>	<b>Changes to the terms of the Virgin Money Rewards Program</b>	<b>21</b>
<b>7.</b>	<b>Virgin Money's liability</b>	<b>22</b>
<b>8.</b>	<b>About our Points</b>	<b>23</b>
<b>9.</b>	<b>General</b>	<b>23</b>
<b>10.</b>	<b>Government Taxes, Duties and Charges</b>	<b>24</b>
<b>11.</b>	<b>Resolving Errors or Disputes</b>	<b>24</b>
<b>12.</b>	<b>Governing Law</b>	<b>25</b>

# 1. Meaning of words in this document

**Ascenda** means Ascenda Australia Pt Ltd ACN 639 682 063 and its Related Body Corporates.

**Bonus Points** means Points you may earn as a result of meeting earn conditions of a specific promotion to you.

**Cashback** means the redemption option whereby you convert Points to a credit to one of your Virgin Money accounts as set out in section 5.10 to 5.13.

**Debit Card** or **Virgin Money Debit Card** means a VISA debit card that is linked to your Virgin Money Go Account.

**Eligible Product** means a Virgin Money product we designate from time to time as being eligible to participate in the Virgin Money Rewards Program and allowing you to earn Points. Eligible Products are listed in section 4.

**Eligible Transaction** means transactions that allow you to earn Standard Points as described in section 4.

**Monthly Criteria** means the criteria specified in section 4 that you need to meet during the previous calendar month to be able to earn Standard Points on your Virgin Money Go Account. Monthly Criteria are different depending on your age.

**Online Only Offers** means an offer from one of our partners that allows you to earn Bonus Points when access their online store through our Rewards Hub and meet any other relevant offer conditions.

**Points** or **Virgin Money Points** means points you earn under the Virgin Money Rewards Program. Points may be Standard Points or Bonus Points.

**Pay with points (formerly Purchase Eraser)** means the redemption option as set out in sections 5.14 to 5.16.

**Related Body Corporate** has the meaning given to it in the Corporations Act 2001 (Cth).

**Reward** means a reward, gift, good or service or other benefit that you obtain through accumulating Points or participating in the Virgin Money Rewards Program. Our Reward options are set out in section 5.1.

**Rewards Account** means the account in our Virgin Money Rewards Program which is used to maintain your Points balance.

**Rewards Hub** or **Virgin Money Rewards Hub** means the Rewards Hub accessible via the Virgin Money app which allows you to manage the Virgin Money Rewards Program, access or activate special offers, and redeem Points you earned. The use of the Rewards Hub is subject to Virgin Money's App Terms of Use.

**Standard Points** are Points that you can earn as described in section 4. The way you can earn Standard Points may vary by Eligible Product.

**Terms and Conditions** means these terms and conditions governing your membership in the Virgin Money Rewards Program as amended from time to time.

**Virgin Money app** means the Virgin Money app which is available on the Apple App Store and the Google Play Store.

**Virgin Money Card Linked Offers** means a type of offer from our partners that allows you to earn Bonus Points by using your Virgin Money Debit Card.

**Virgin Money Rewards Program or Program** means the rewards program as described in these Terms and Conditions and any ancillary components of the program.

**Virgin Money, we, us, our** means Virgin Money Australia, a division of Bank of Queensland Limited ABN 32 009 656 740, the issuer of the Virgin Money Rewards Program. Virgin Money, Virgin and the Virgin Signature logo are trademarks of Virgin Enterprises Limited, a company registered in England, having registration number 01073929, and used by Bank of Queensland Limited under licence.

**VISA** means VISA Worldwide Pte.

## 2. Enrolment and Terms and Conditions

2.1. By acquiring an Eligible Product from Virgin Money, you:

- a) will be enrolled to participate in the Virgin Money Rewards Program and by using your Virgin Money Debit Card you agree to these Terms and Conditions.

Participation in the Virgin Money Rewards Program is not required in order to hold an Eligible Product. Should you wish to no longer participate in the Rewards Program simply let us know by sending us a message through our secure chat function within the Virgin Money app.

By opting out of the Program you will no longer be able to earn Points through any Eligible Products, redeem Points you may hold, and any existing Points you may have earned up to that point will be forfeited.

- b) agree that we will collect your information, and use it and disclose it to any of our related bodies corporate and any third party, including VISA and Ascenda and their third party service providers, as required, to
- facilitate the operation of the Rewards Hub;
  - identify and manage the earning and redeeming of Virgin Money Points; and
  - enable us to identify which offers or other benefits under the Virgin Money Rewards Program may be more relevant to you.

When we provide your information to these entities, their respective privacy policies will apply and you may access the privacy policies of these entities [here](#).

In addition to accepting these Terms of Conditions, you should be aware that other booklets will also contain additional terms that are applicable to you in connection with your use of our Rewards Program.

These include:

Booklet	What it covers
<a href="#">Virgin Money app Terms of Use</a>	Explains the terms for using the Virgin Money app including the use of the Virgin Money Rewards Hub.
<a href="#">Virgin Money Deposit Terms and Conditions</a>	Sets out all the terms and conditions for Virgin Money's deposit products which allow you to earn Points under this Virgin Money Rewards Program.
<a href="#">Ascenda Terms and Conditions</a>	Sets out Ascenda's terms and conditions applicable to a booking (including hotel and flight bookings) made through the Virgin Money Rewards Hub or other specific benefits facilitated by Ascenda. Ascenda will make these terms and conditions available as and when they are applicable.
Participating merchant terms and conditions	You should be aware that there may be additional retailer or partner terms and conditions applicable to you depending on any specific offer you take up. For example individual retailers or merchants may have terms and conditions around shopping in their online stores. These terms are published in or linked within the Rewards Hub (as applicable).

22. Participation in the Virgin Money Rewards Program is open to you if you meet the criteria for opening or holding an Eligible Product.
23. The Virgin Money Rewards Program is only for personal use and cannot be used in connection with a business purpose.
24. These Terms and Conditions will only be available electronically for download through the Virgin Money app or online at [virginmoney.com.au](http://virginmoney.com.au). It's important to keep a copy of these Terms and Conditions.

### 3. Managing your membership and Rewards through the Rewards Hub

- 3.1. You can manage your membership and your Rewards through accessing the Rewards Hub directly from within the Virgin Money app.
- 3.2. If you are below 18 years of age, you may not be able to access some of the goods and services available through the Rewards Hub or you may be required to first obtain consent from your parent(s) or legal guardian(s). We do not warrant that all goods and services are available to minors and we may limit access to any goods or services we do not reasonably consider are appropriate for use by a minor or where the law does not allow a minor to access or use these types of goods or services.



## 4. Earning Virgin Money Points

### General

- 4.1. The following Eligible Products allow you to earn Points under the Virgin Money Rewards Program:

Eligible Product	Type of Points you can earn	Conditions
Virgin Money Go Account	Standard Points Bonus Points	Earn Standard Points on Eligible Transactions if you satisfy our Monthly Criteria in the previous month as set out in this section 4.5  Earn Bonus Points by meeting the specific offer-related earn criteria as communicated to you.
Virgin Money Grow Saver Virgin Money Boost Saver	Bonus Points	Earn Bonus Points by meeting the specific offer-related earn criteria as communicated to you.

- 4.2. We will credit Points earned to your Virgin Money Rewards Account; you'll be able to see the balance of your Virgin Money Points in the Virgin Money app. While we make an effort to allocate Points earned as soon as possible after the earn criteria are met (for example, make a purchase through an Eligible Product), for some activities it may take up to 5 Sydney business days for the Points balance to reflect the Points you earned. Note that for hotel bookings made through the Rewards Hub, any Bonus Points you qualify for will be allocated within 24 hours of you concluding your stay at the relevant hotel.
- 4.3. We set the earn criteria for each Eligible Product in our absolute discretion. We will notify you of changes to our earn criteria in accordance with section 6 of these Terms and Conditions.

## Earning Standard Points

44. You can earn Standard Points through making Eligible Transactions through your Virgin Money Go account. For every calendar month you wish to earn Standard Points, you must have first achieved your Monthly Criteria in the previous month.
45. Your Monthly Criteria depends on your age and are:

Your Age	Criteria
Over 25	<p>Make and settle 5 Eligible Transactions + deposit \$2,000 or more into a Virgin Money Go Account held in your name.</p> <p>For clarity, for a purchase with your Virgin Money Debit Card to be counted towards meeting the Monthly Criteria, they must also be settled (not pending) in that month.</p>
18 – 24	<p>Make and settle 5 Eligible Transactions + deposit \$1,000 or more into a Virgin Money Go Account held in your name.</p> <p>For clarity, for a purchase with your Virgin Money Debit Card to be counted towards meeting the Monthly Criteria, they must also be settled (not pending) in that month.</p>
Under 18	n/a

If you hold more than one Virgin Money Go Account in your name, you can meet your Monthly Criteria if you have cumulatively met the criteria across all accounts for a particular month.

For clarity, if you hold an account(s) in your name as an individual and an account(s) in two names (joint account), you will be required to meet the Monthly Criteria on each account type (individual and joint) to unlock the benefits for both.

46. For any Eligible Transaction (once you meet the Monthly Criteria) you will earn 8 Standard Points.
47. Eligible Transactions on a Virgin Money Go Account include:
  - a) Purchases that are settled (not pending) made using your Debit Card;
  - b) BPay transactions on your Virgin Money Go

Account; and

- c) Direct debits from your Virgin Money Go Account.
- 4.8. For clarity only, the following transactions are not Eligible Transactions on a Virgin Money Go Account:
- a) Cash withdrawals;
  - b) Any deposits or credits you receive into your Virgin Money Go Account;
  - c) Transfers using the 'Pay Someone' functionality on the Virgin Money app or internet banking facilities through which you can access your Virgin Money Go Account;
  - d) Internal transfers to your other Virgin Money accounts; and
  - e) Fees & Charges we may charge.

### **Earning Standard Points on Joint Accounts**

- 4.9. Standard Points you earn by making Eligible Transactions on a Virgin Money Go Account that you hold jointly with another person, will be split and evenly allocated to both joint account holders of that account.
- 4.10. Any Bonus Points you earn through meeting conditions of a special offer that is made to you will not be split and the full amount of Bonus Points will be allocated to you. For example, this may apply where you earn additional Bonus Points through making a qualifying purchase under a Rewards Hub offer made to you.

### **Earning Bonus Points or other benefits**

- 4.11. From time to time we may offer you the ability to earn Bonus Points or other benefits.
- 4.12. We will communicate the number of Bonus Points you may earn at the time the relevant offer is made available to you. You may earn Bonus Points via the following:

	<b>Earn Method</b>	<b>Additional terms you should be aware of:</b>
<b>Virgin Money Offers</b>	Special promotions we offer to you directly from time to time.	Specific offer terms will set out individual conditions at the time the relevant offer is made to you.
<b>Offers from our partners</b>	<p>You may earn Bonus Points through offers from our partners in the following ways:</p> <ol style="list-style-type: none"> <li>1. Online Only Offers: You shop online at participating retailers through the 'Partner Offers' section within the Rewards Hub (refer below sections 4.14 to 4.17. for further information); or</li> </ol>	<p><a href="#"><u>Ascenda Terms and Conditions</u></a></p> <p>Individual merchants or third party suppliers may also specify additional terms and conditions. Ascenda will make available these additional terms at the time the offer is made.</p>

	<b>Earn Method</b>	<b>Additional terms you should be aware of:</b>
<b>Offers from our partners cont...</b>	2. Virgin Money Card Linked Offers: You make a purchase with your Debit Card (settled not pending) with merchants as described in our Partner Offers section within the Rewards Hub. Some offers may require you to first activate the offer. Virgin Money Cards Linked Offers may be available instore, online or both.	Individual merchants or third party suppliers may specify additional terms and offer conditions.  These additional terms will be made available at the time the offer is made.
<b>Hotel Bookings</b>	You make hotel bookings through the Rewards Hub (refer below section 4.25 for further information)	<a href="#"><u>Ascenda Terms and Conditions</u></a>  Also, individual hotel bookings may be subject to further terms and conditions. Ascenda will make available these additional terms at the time the booking is made.

- 4.13. Our offers to earn Bonus Points are sometimes personalised or tailored for a group of Virgin Money Rewards Program members, which means that not all offers are always made to all members. Offers may also be sent directly to you.

## Online Only Offers

- 4.14. Online Only Offers allows you to earn Bonus Points when you shop online at participating merchants and meet the below conditions.
- 4.15. To earn Bonus Points through Online Only Offers you will need to:
- a) click on an Online Only Offer within the Rewards Hub, being re-directed to an Online Only-partner's website and complete a qualifying purchase through that website in a single session; and

- b) have cookies enabled on your device (to ensure we can identify and fulfil your Bonus Points earn).
- 4.16. Generally, you will not earn Bonus Points on any GST amounts or other tax or delivery charges, orders purchased using a gift card or other promotion code not provided by us.
- 4.17. Online Only Offers are facilitated by Ascenda and are subject to Ascenda's additional [Ascenda Terms and Conditions](#). Individual offers may also be subject to relevant merchants' terms and conditions.

## Virgin Money Card Linked Offers

- 4.18. You may earn Bonus Points through specific offers that are linked to making purchases using your Virgin Money Debit Card with specific merchants.
- 4.19. Your Virgin Money Debit Card is automatically enrolled in our Virgin Money Card Linked Offer functionality if you are enrolled in our Virgin Money Rewards Program.
- 4.20. In order to qualify for Bonus Points on certain offers, you may be required to first click on a link or an offer presented to you within the Rewards Hub, before making a qualifying purchase in accordance with the terms and conditions of that specific offer. The offer specific terms and conditions will also confirm to you whether an offer is available for purchases instore, online, or both. Any service, processing and delivery fees are determined by the supplier of the offer.
- 4.21. By participating in a Virgin Money Card Linked Offer you accept:
  - a) to personal information being provided to VISA and any third party engaged by VISA for the purposes of managing Virgin Money Card Linked Offers in accordance with Virgin Money's privacy policy and these Terms and Conditions; and
  - b) that VISA will use card details to identify qualifying transactions for specific offers for which you are entitled to earn Points.
- 4.22. You will not earn Bonus Points on any GST amounts, other tax charges, delivery or shipping costs or

amounts that are being paid with gift cards or promotion codes.

423. Where a Bonus Point offer is linked to certain minimum amounts, shipping costs and taxes are excluded from the calculation of the qualifying threshold.
424. We reserve the right, in our discretion, to change, suspend or cancel any offer at any time and without notice to you.

## Hotel Bookings

425. You are able to earn Bonus Points when you make hotel bookings through the Rewards Hub. Hotel bookings through the Rewards Hub are operated by Ascenda and subject to Ascenda's additional [Ascenda Terms and Conditions](#). Individual hotel bookings may be subject to further terms and conditions stipulated by Ascenda's travel partners. These additional terms will be made available to you by Ascenda at the time the relevant booking is made.

## Transferring Points to someone else

426. Subject to any conditions we may specify from time to time, you can transfer any Points that you hold in your Rewards Account to another person's Rewards Account.

## When you will not earn points

427. We may
  - suspend allocating Virgin Money Points;
  - cancel any Points already allocated; and/or
  - terminate your participation in the Program altogether,if we reasonably believe that allocating Virgin Money Points may breach any legal or regulatory requirements, or if Virgin Money Australia suspects potential fraud, money laundering or terrorism financing activities. We may also exercise these rights, where in our reasonable opinion, the use of your Eligible Products is deliberately designed for the sole or predominant purpose of earning Points rather than making genuine purchases ('gaming').

Examples of conduct that may constitute gaming includes, but is not limited to, the following:

1. Splitting a purchase or payment into multiple smaller value transactions;
  2. Conducting repeated low value BPay transactions or transactions at the same merchant within a short period of time; or
  3. Other conduct taken to artificially increase the overall number of transactions on your account.
428. You will not be able to earn any Standard Points on your Virgin Money Go Account for periods for which you did not meet our Monthly Criteria. You will resume the ability to earn Standard Points in the month after you again meet our Monthly Criteria.
429. You are not able to earn or redeem Points during any periods where:
- a) any Eligible Product you hold is suspended or blocked or you did not meet the eligibility criteria of that product;
  - b) any of your Eligible Products is not in good standing; or
  - c) you have, in our reasonable opinion, breached these Terms and Conditions, the terms and conditions of any Eligible Product or the Virgin Money app Terms of Use.

## **Correction of your points balance**

430. If we have incorrectly credited or debited Points to or from your Rewards Account, we reserve the right to adjust the Points balance in your Rewards Account accordingly to correctly reflect your balance and backdate the adjustment if necessary.
431. If you reverse a transaction for which you had earned Points, we will reverse the allocation of those Points and deduct those Points from your existing Points balance.
432. Where we correct or reverse the allocation of Points, you should note that this could result in you having a negative Points balance.
433. To claim any missing Virgin Money Points, (being Points which you believe should have been allocated to you), you should notify us within six (6)



months from the alleged date the relevant Points were scheduled to be allocated. If you do not notify us within six (6) months, we may not be able to correct your points balance due to the arrangements with our partners.

## **Points Expiry and Cancellation**

- 4.34. Subject to clauses 4.35, and 4.37 while you hold an active Eligible Product with us, Points you earn don't expire.
- 4.35. Where you do not earn or redeem any Points for a period of 2 years, your Points balance will expire following that 2 year period.
- 4.36. In the event of your death, any request by your beneficiary, spouse or immediate family wishing to claim or use points remaining in your Rewards Account must be notified in writing to us within 180 days of the date of death.
- 4.37. If you cease to hold any Eligible Product with us:
  - a) the Points you earned will expire within 3 months of closing and ceasing to hold an Eligible Product with us; and
  - b) you will only be able to redeem any remaining Points for eVouchers.
- 4.38. We will endeavour to advise you of the impending expiry of your Virgin Money Points.
- 4.39. Where you withdraw or opt-out from the Virgin Money Rewards Program, you will no longer be able to redeem any Points you earned prior to withdrawing or opting-out from the Virgin Money Rewards Program, and any existing Points you may have earned up to that point will be forfeited.

# 5. Redeeming Points and claiming Rewards

## General

51. You may redeem your Points for the following Rewards:

Benefit	Further Information
Cashback	Sections 5.10 to 5.13
Pay with points	Sections 5.14 to 5.16
eVouchers	Sections 5.17 to 5.22
Hotels	Sections 5.23 to 5.25

52. The number of Points required for redeeming Points for a specific Reward is set out in the Rewards Hub or other sections of the Virgin Money app at or before the time of redemption. Where you claim a Reward, relevant Points will be deducted from the available Points balance.
53. Rewards may be subject to minimum Points requirements as set out in the Rewards Hub and Rewards may be subject to availability of the relevant Reward as indicated.
54. We reserve the right to change the number of Points required for redeeming a specific Reward and to remove a redemption offering from the Virgin Money Rewards Program altogether.
55. Individual Rewards may have additional terms and conditions attached.
56. The Rewards available to you are set out in the Rewards Hub. You can also access your redemption history from the Rewards Hub.
57. Only you as the Rewards Account holder may claim a Reward.
58. You may redeem your Points only through the Rewards Hub. The Virgin Money Contact Centre is unable to process a redemption on your behalf.

- 5.9. Once we have processed the redemption for a Reward, you cannot return claimed Rewards for Virgin Money Points, cash, or another Reward.

## **Cashback**

- 5.10. You may redeem your Points for an Australian Dollar amount to be credited to your chosen Virgin Money account that is an Eligible Product. Once we credit the cashback amount to your bank account you cannot reverse that redemption.
- 5.11. The amount of Points required for a specific cashback amount is set out in the Rewards Hub, may vary from time to time and is subject to any minimum redemption amount specified.
- 5.12. You may elect that the Points you earn are automatically converted into Cashback on a monthly basis. You can manage this feature through the Rewards Hub. Automatic Cashback is subject to you holding a required minimum Points balance.
- 5.13. You should note that where you use Cashback into a joint account, every joint account holder will have access to those converted funds.

## **Pay with points (formerly Purchase Eraser)**

- 5.14. Pay with points is available on select purchases enabling you to use your Points for a particular purchase you made. If you redeem your Points with pay with points we will credit a cash amount equal to the selected transaction into the Virgin Money Go Account that was used to make the original purchase. Once we credit the amount you cannot reverse that redemption.
- 5.15. The purchases available for pay with points are Eligible Transactions you made within the last 90 days. You must have sufficient Points to be able to redeem the purchase through pay with points.
- 5.16. You cannot use pay with points to partially redeem a purchase you made.

## **eVouchers (Gift cards)**

- 5.17. You may redeem your Points for eVouchers which will be sent to a nominated email address. You can also access the eVouchers you requested via the Rewards Hub.
- 5.18. eVoucher redemptions are facilitated by Ascenda.

Requested eVouchers are subject to [Ascenda's Terms and Conditions](#) as well as voucher specific separate terms and conditions made available at the time of requesting the vouchers and must be used with the reward provider specified on the voucher. By requesting to redeem your Points for eVouchers, you acknowledge and accept the terms and conditions outlined therein.

- 519. eVouchers cannot be used after any expiry date displayed on the vouchers and Points will not be re-credited to you if you do not use the eVoucher in part or in its entirety before the eVoucher's expiry date.
- 520. We will not be able to reissue the eVoucher in the event the voucher was sent to an incorrect email account you provided to us and the eVoucher was subsequently used.
- 521. Once Points have been redeemed for an eVoucher the eVoucher cannot be returned and you will not be able to claim a refund of redeemed Points.
- 522. eVouchers cannot be exchanged for cash, or other payment options.

## **Hotels**

- 523. You may redeem your Points or a combination of Points and cash for hotels that are available within the Rewards Hub. The amount of Points and cash required to be used for a booking will be made available within the Rewards Hub.
- 524. Hotel bookings through the Rewards Hub are operated by Ascenda and subject to Ascenda's additional Ascenda Terms and Conditions and the terms and conditions of any particular travel provider.
- 525. Depending on the booking made, cancellations and / or changes to bookings may not be possible. Additional fees may apply and are set out in the Rewards Hub.

## 6. Changes to the terms of the Virgin Money Rewards Program

- 6.1. We may at any time change:
  - a) any terms of the Virgin Money Rewards Program, including replacing or withdrawing the Virgin Money Rewards Program altogether;
  - b) the amount of Points required to redeem a specific Reward;
  - c) the earn criteria allowing you to earn Points; or
  - d) your options to redeem your Points.
- 6.2. Changes that may be materially adverse to members of the Virgin Money Rewards Program are subject to 30 days' notice. Where Virgin Money Australia closes or withdraws the Program it will provide 90 days' notice.
- 6.3. If it is not possible or feasible to provide you with the notice period of any changes above (for example if regulatory requirements require us to make changes immediately or where changes in our partners require us to adapt our Program quickly), we will provide as much notice as is reasonably possible.
- 6.4. If we make any changes to our Terms and Conditions, we will notify you of these changes electronically via the Virgin Money app or the Virgin Money website. Where changes are unfavourable to you, we may make such changes in writing, advertising in a national newspaper or another manner allowed by law.
- 6.5. The goods and services offered within the Virgin Money Rewards Hub offered by our partners and affiliated merchants within that platform are also subject to individual terms and conditions and changes, availability or withdrawal at any time and without notice.

## 7. Virgin Money's liability

- 7.1. Subject to the application of any laws that may not be excluded or modified and excluding any loss arising from our mistake, fraud, negligence or wilful misconduct, Virgin Money:
- a) makes no warranties or representations and expressly disclaims any liability (including liability for consequential loss) with respect to standard, suitability, quality, type or fitness of any Rewards available through the redemption of Points;
  - b) disclaims all responsibility for theft, loss or destruction of any Rewards;
  - c) denies any liability for any loss arising from the supply of a Reward other than a Reward directly supplied by us;
  - d) denies any liability for delays or inability to supply a Reward that is caused by circumstances outside Virgin Money's reasonable control, including strikes, industrial action or acts of god;
  - e) denies any liability in relation to any bookings or purchases made as a result of offers made by Ascenda's partners, including hotel or flight bookings;
  - f) excludes all representations and warranties in respect of any offers made under the Virgin Money Card Linked Offers functionality, and we will not be responsible for, and exclude all liability for any loss or damage, whether direct, indirect, special or consequential, arising in any way out of:
    - the content or accessibility of an offer partner' website;
    - any technical difficulties or equipment malfunction (whether or not under our control); or
    - any third-party interference with the conduct of an offer.
- 7.2. This liability clause 7 is subject to your rights under the Australian Consumer Law and nothing in these terms and conditions is intended to limit any rights you may have under the *Competition and Consumer Act 2010* (Cth).
- 7.3. Where Virgin Money is liable for breaches of any terms implied by law, liability is limited to (at Virgin

Money's election):

- a) Resupply of the services, or payment of the cost of having services re-supplied; and
- b) Repair or replacement of the Reward, or payment of the cost of repairing or replacing the relevant Reward.

## 8. About our Points

81. Virgin Money Points are issued by Virgin Money and are governed by these Terms and Conditions.
82. Virgin Money Points are not property and have no monetary value, except in respect of the value assigned to them by us; you cannot sell your Virgin Money Points.
83. Virgin Money Points cannot be exchanged for cash, however you may redeem your Points for a credit in your Eligible Products under our Pay with points and Cashback function.
84. Monetary refunds for unused Rewards Points are not available.

## 9. General

91. Virgin Money may at any time and without notice assign any of the rights, interests or obligations under the Virgin Money Rewards Program, in whole or in part, by operation of law or otherwise without your prior written consent where Virgin Money reasonably considers that the assignment will not materially affect your continued participation in the Virgin Money Rewards Program.
92. Virgin Money does not accept any liability for promotional materials published, or produced directly by parties other than Virgin Money.

## 10. Government Taxes, Duties and Charges

101. Virgin Money accepts no liability in respect of any government taxes (including Goods and Services Tax), duties or charges arising from the earning or redemption of Virgin Money Points.
102. Virgin Money gives no warranty and accepts no responsibility as to the ultimate taxation treatment of Virgin Money Points. Virgin Money recommends that you seek independent tax advice in respect of the tax consequences arising from the use of any Eligible Product or from participating in the Virgin Money Rewards Program, including the earning or redeeming of any Rewards.

## 11. Resolving Errors or Disputes

- 11.1. We are committed to providing our Virgin Money Rewards Program members with the best possible experience. We know that despite our best efforts, occasionally things may go wrong. If that happens, please contact us on
  - For general errors, disputes and complaints relating to our Virgin Money Rewards Program (including Virgin MoneyCard Linked Offers) please contact us through the Help and Support functionality within the Virgin Money app. Alternatively, call 13 81 51 to let us know, or email us at [rewards@virginmoney.com.au](mailto:rewards@virginmoney.com.au).
  - For any enquiries, disputes or complaints that are in relation to earning Standard Points on your Virgin Money Credit Card please contact us through the Help and Support functionality within the Virgin Money app. Alternatively, call 13 37 39 to let us know.
  - If you have a complaint or dispute in relation to Online Only Offers, hotel booking or eVoucher redemptions, please contact Ascenda on



[compliance@ascendaloyalty.com](mailto:compliance@ascendaloyalty.com) or call Ascenda on the phone number displayed in your transaction confirmation.

This will give us the opportunity to resolve the issue and improve our service.

## 12. Governing Law

- 12.1. These Terms and Conditions are governed by the laws of New South Wales. You agree to submit to the jurisdiction of the courts of New South Wales in any action or legal process concerning Rewards and your rights under the Virgin Money Rewards Program.



[virginmoney.com.au](http://virginmoney.com.au)