

Credit Card Rewards Program for Virgin Money Anytime Rewards Cardholders

Terms & Conditions

May 2024



Virgin Money Australia, a division of Bank of Queensland Limited ABN 32 009 656 740, Australian Credit Licence 244616 ("BOQ"), promotes and distributes the Virgin Money Credit Cards ("Credit Cards"). National Australia Bank Limited ABN 12 004 044 937 Australian Credit Licence 230686 ("NAB") is the credit provider and issuer of the Credit Cards. NAB has acquired the business relating to these products from Citigroup Pty Limited (ABN 88 004 325 080, AFSL and Australian Credit Licence 238098) ("Citi") and has appointed Citi to assist to administer the Credit Cards. Our/us/we means NAB unless the context otherwise requires it. BOQ does not and will not guarantee or otherwise support NAB's obligations under the contracts or agreements connected with the Credit Cards.

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Introduction

These Terms and Conditions explain how Virgin Money Points can be earned using your Account. These Terms and Conditions will apply to you if you have been issued with a Card and that Card is used to earn Virgin Money Points.

We instruct Virgin Money Australia to credit your Virgin Money Rewards Account with Virgin Money Points, based on spend on Eligible Transactions. These terms are to be read in conjunction with, and are not designed to replace or alter the Virgin Money Rewards Terms and Conditions. If you don't have a copy of the Virgin Money Rewards Terms and Conditions, please visit virginmoney.com.au/forms.

About the Virgin Money Rewards Program

The Virgin Money Rewards Program is issued by Virgin Money Australia, a division of Bank of Queensland Limited ABN 32 009 656 740, Australian Credit Licence 244616 ("BOQ").

Other than obligations directly arising under the Virgin Money Rewards Program, BOQ does not and will not guarantee or otherwise support NAB's obligations under the contracts or agreements connected with the Credit Cards.

'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 BOQ under licence.

1. Meaning of Words

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

Account means your unsecured credit facility with Us.

Additional Cardholder means another person who you have authorised to have a Card on your Account.

Business Day means a day on which banks are open for business in Sydney, but does not include any Saturday, Sunday, or public holiday.

Card means any credit card, contactless device or other device (including a smart phone) for use on your Account and includes such a card or device issued to an Additional Cardholder.

Cardholder means you and any Additional Cardholder.

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

Concierge Services means the concierge services provided to Virgin Money Anytime Rewards Credit Card Cardholders as described in clause 8 of these Terms and Conditions.

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

Earn Rate means the rate at which you earn Virgin Money Points on Eligible Transactions, as set out in clause 3.2.

Eligible Transaction means any purchase excluding (but not limited to) Cash Advances, Balance Transfers, Special Promotions (such as

Fixed Payment Options or Instalment Plans), BPAY payments, refunds and chargebacks, purchases of foreign currency and travellers cheques, transactions made in operating a business, bank fees and charges such as interest and ATM charges and government related transactions. Government related transactions include transactions with government or semi-government entities, or relating to services provided by or in connection with government (for example but not limited to transactions made at Australia Post, payments to the Australian Taxation Office, council rates, motor registries, tolls, parking stations and meters, fares on public transport, fines and court related costs).

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

NAB/our/us/we means National Australia Bank Limited (ABN 12 004 044 937, AFSL and Australian Credit Licence 230686) unless the context otherwise requires, the credit provider and issuer of Virgin Money Credit Card Products and the provider of the rewards program in these Terms and Conditions.

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

Points or **Virgin Money Points** means the points earned by Cardholders on Eligible Transactions made on your Account and subject to the Virgin Money Rewards Terms and Conditions.

Reward means a reward, gift, good or service or other benefit obtained by you through the accumulation of Virgin Money Points available under the Account.

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.

Special Promotions means any transaction or promotional offer we identify as a special promotion.

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

Virgin Money Rewards Account means the Rewards Program Account to which Virgin Money Points earned through Eligible Transactions will be credited.

Virgin Money Rewards Program means the loyalty program (as amended from time to time) issued by Virgin Money Australia.

Virgin Money Rewards Terms and Conditions means the terms and conditions of the Virgin Money Rewards Program as amended from time to time and located at virginmoney.com.au.

You/Your means the person in whose name the Account is opened.

All other capitalised terms used in these Terms and Conditions have the same meaning as in the Credit Card Terms and Conditions and Other important information (**Credit Card Terms and Conditions**).

2. Participation

- 2.1 You are eligible to earn Virgin Money Points and participate in the Credit Card Rewards Program provided:
- you accept the Credit Card Terms and Conditions and these Terms and Conditions;
 - your Account entitles you to participate;
 - you are enrolled in the Virgin Money Rewards Program; and
 - you are an individual (i.e. not a corporation, firm, partnership or any other such legal entity).
- 2.2 Participation in the Virgin Money Rewards Program is not required in order to hold the Virgin Money Anytime Rewards card. Should you wish to no longer participate in the Virgin Money Rewards Program, please view the Virgin Money Rewards Terms and Conditions for the actions required.
- 2.3 By participating in the Credit Card Rewards Program, you authorise us to seek, collect, use, store, share or disclose any information with Virgin Money Australia and its related bodies corporate to third parties, for the purposes of your participation in the Credit Card Rewards Program and to request adjustments to your Account as a result of refunds to your Account, returned goods and services, billing disputes and Unauthorised Transactions.
- 2.4 Virgin Money Points earned through your Account can only be allocated to your Virgin Money Rewards Account after you have successfully enrolled in the Virgin Money Rewards Program.

- 2.5 Any Additional Cardholder on your Account is not eligible to participate in the Credit Card Rewards Program however you are able to earn Points on Eligible Transactions made by Additional Cardholders.

3. Earning Virgin Money Points

- 3.1 You will only earn Virgin Money Points on Eligible Transactions debited to your Account, or as otherwise advised under a special promotion.
- 3.2 Virgin Money Points are awarded in respect of Eligible Transactions as set out below. The number of Virgin Money Points awarded is calculated by reference to the Australian Dollar amount of the Eligible Transaction. You will earn the following:

Card Type	Earn Rate
Virgin Money Anytime Rewards Credit Card	1 Virgin Money Point for each whole Australian Dollar spent on Eligible Transactions (rounded to the nearest whole point). The minimum spend to earn a Virgin Money Point is \$0.50. For example, a transaction of \$0.60 will be rounded up to earn 1 point and a transaction of \$2.25 will be rounded down to earn 2 points.

- 3.3 It will take up to 15 Business Days after an Eligible Transaction has been processed by us for Virgin Money Points to be allocated to your Virgin Money Rewards Account, or such other period as we may, acting reasonably, communicate to you from time to time.

- 3.4 Virgin Money Points will only be credited to your Virgin Money Rewards Account that is held in your name, the Primary Cardholder, even if the Points being credited were earned from an Additional Cardholder's Eligible Transactions. Once credited to your Virgin Money Rewards Account, Virgin Money Points are subject to the Virgin Money Rewards Terms and Conditions, as amended from time to time and located at virginmoney.com.au/forms.
- 3.5 Virgin Money Points earned on Eligible Transactions on your Account will be displayed on your Rewards Hub directly from within the Virgin Money app.

4. Duration and Loss of Virgin Money Points

- 4.1 When you obtain a refund or reimbursement for an Eligible Transaction that you earned Virgin Money Points on (e.g. from returning goods or services or a disputed transaction) (**Reversed Transaction**) the total number of Virgin Money Points you earned for the Reversed Transaction will be deducted from the total number of Virgin Money Points you actually received and would have received for Eligible Transactions during the Statement Period in which the Reversed Transaction was posted.
- 4.2 Virgin Money Points earned with your Card will not be credited to your Virgin Money Rewards Account if:
- a) you are in material breach of your Credit Card Terms and Conditions, including if your Account is in default; or
 - b) your Account is suspended; or

- c) we reasonably suspect you (or an Additional Cardholder) are operating your Account fraudulently; or
 - d) your Account is closed or cancelled (whether by us or by you); or
 - e) we have received notification that you have passed away; or
 - f) you have advised us that you do not wish to participate in the Virgin Money Rewards Program.
- 4.3 We may, acting reasonably, suspend your right to earn Virgin Money Points. If we notify you that your right to participate in the Credit Card Rewards Program is no longer suspended, you will be able to earn Virgin Money Points on Eligible Transactions occurring from the date your suspension ends.
- 4.4 We may, acting reasonably and in accordance with our legitimate business interests, terminate your right to earn Virgin Money Points. At the time we terminate your right to earn Virgin Money Points by using your Account, you will no longer accrue Virgin Money Points on Eligible Transactions.
- 4.5 If you instruct us to close your Account, you will cease to earn Virgin Money Points on Eligible Transactions and any Virgin Money Points that have not been allocated to your Virgin Money Rewards account will be cancelled immediately.
- 4.6 Disputes about Virgin Money Points for Eligible Transactions (including where the dispute concerns your participation in the Virgin Money Rewards Program) will only be accepted up to 12 months after the date of the relevant

transaction or such time as is reasonable in the circumstances. We may, acting reasonably, require you to provide documentary evidence to support your claim.

5. Redemption of Points

- 5.1 For redemption options, please refer to the Virgin Money Rewards Terms and Conditions.
- 5.2 Virgin Money Points have no monetary value, do not constitute your property, are not transferable, and cannot be redeemed for cash (unless a Reward specifically permits).

6. Government Taxes, Duties and Charges

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

7. General

- 7.1 We are not responsible for Rewards you redeem under the Virgin Money Rewards Program, any death or injury, loss or consequential loss or damage from a Reward

or the loss, theft or destruction of a Reward (but see also the Virgin Money Rewards Terms and Conditions relating to redemption).

- 7.2 We give no warranty (whether express or implied) whatsoever with respect to Rewards provided by the Virgin Money Rewards Program. If a Reward is damaged or faulty when you receive it, you must contact the supplier or manufacturer and exercise any rights you may have to claim under any manufacturer's warranty for the Reward. In particular, we do not represent that any particular Reward is suitable for the purpose for which you intend to use it.
- 7.3 We may, acting reasonably, vary these Terms and Conditions from time to time. For example we may:
- change the way you earn Virgin Money Points on your Account;
 - change the way we award Virgin Money Points;
 - change the way Virgin Money Points are redeemed;
 - introduce or change Credit Card Rewards Program features, fees and conditions; and
 - make changes as a result of changes made by our suppliers or partners.

We will provide at least 30 days' prior notice of changes, unless we reasonably consider the change to be non-material in nature. Where the change is as a result of an increase in third party costs or the continued availability of a Reward, or where the change is non-material, we will give you as much notice as

is reasonably practicable. Where the change is non-material, we will publish this on our website.

- 7.4 We do not accept any liability for promotional materials published, or produced directly by Virgin Money.
- 7.5 We will exercise any rights or discretions that we have under these Credit Card Rewards Program Terms and Conditions in a fair and reasonable manner. That includes whenever we are:
- a) considering any request you make;
 - b) deciding whether to give our consent or to exercise a right, discretion or remedy;
 - c) setting any conditions for doing any of those things; or
 - d) making changes under clause 7.3 or anywhere else in these Credit Card Rewards Program Terms and Conditions.

Examples of how We will take reasonable steps to ensure you are treated fairly include giving you reasonable notice of changes and making adjustments to your Points.

It's worth noting that even if we don't make a decision or do something straight away, we may still do so later on. This includes where we delay or defer doing so, or we temporarily waive a requirement.

8. Concierge Services

- 8.1 We provide Concierge Services to Virgin Money Anytime Rewards Credit Card Cardholders via third parties. Concierge Services will act on your behalf and as an intermediary in assisting you with the following requests:

- a) Travel – for example, pre-trip information, flight and hotel availability and bookings;
- b) Entertainment – for example, ticket bookings for events, and restaurant reservations;
- c) Lifestyle – for example, information on golf clubs, health clubs, and pet services;
- d) Shopping – for example, sourcing hard to find items or arranging gift purchase and delivery; and
- e) Business – for example, computer rentals, conference services and urgent interpretation.

8.2 You will be informed of the cost and options, if available, before any booking or purchase is made for you. Concierge Services will not incur costs on your behalf unless your prior consent has been received. Any ticket purchases once authorised and confirmed by you will be deemed as non-refundable on non-exchangeable items.

Concierge Services will provide you with a clear and detailed breakdown of any costs associated with the provision of a service, prior to arranging the service. You will not be charged for research or co-ordination services performed by Concierge Services. You will be responsible for all other costs and expenses related to your request. To the extent possible, goods and services acquired on your behalf will be charged directly by the provider to your Account. If Concierge Services advances funds for goods or services, Concierge Services shall bill that amount to your Account.

- 8.3 Concierge Services will not locate goods and services if they are:
- a) requested for re-sale, professional or commercial purposes;
 - b) abroad when customs regulations prohibit the shipping of the items to you;
 - c) prohibited under applicable law or which contravene popular moral or ethical standards; or
 - d) do not clearly provide some recreational benefit to you.
- 8.4 When goods or services are purchased on your behalf, items will be purchased and/or delivered in accordance with national and international regulations;
- a) You are at all times responsible for customs and excise fees and formalities;
 - b) Concierge Services recommends that they be insured for mailing or shipping. Concierge Services does not arrange for an insurance policy to apply to the goods or services purchased on your behalf. If you require an insurance policy for the goods and services purchased on your behalf, you must specify this and you will be charged the cost of the insurance. Neither we nor Concierge Services provides mailing or shipping services. Mailing and shipping services are organised in accordance with your instructions. You may have remedies against the company which ships the goods to you.
- 8.5 Concierge Services accepts no liability arising from any provider that does not fulfil their obligations to you.

For more information:



Visit us at

virginmoney.com.au



If you are calling within Australia

13 37 39



If you are calling from outside Australia

61 2 8288 2222



24 hours a day, 7 days a week

Send general correspondence to:

Virgin Money Cards

GPO Box 40, Sydney NSW 2001

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