



# Mortgage Choice Platinum Card

*Rewards Program  
Terms and Conditions*

Effective May 2016



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## 1. When do these Terms and Conditions apply to me?

You agree to be bound by these Terms and Conditions when you or an Additional Cardholder first use or activate your new Card or authorise a transaction on your Account. You agree that these Terms and Conditions apply to any Mortgage Choice Cashback credit you or any Additional Cardholder accrue or earn by using a Card.

The use of your Card is also subject to separate Conditions of Use which were provided with your Card. Some of the words used in these Terms and Conditions are defined in the Conditions of Use.

A current copy of each of the Conditions of Use and these Terms and Conditions are available at [mortgagechoice.com.au/credit-cards](https://mortgagechoice.com.au/credit-cards).

## 2. How does the Mortgage Choice Platinum Card Rewards Program work?

The Mortgage Choice Platinum Card Rewards Program consists of Mortgage Choice Cashback.

If you are a Mortgage Choice Platinum cardholder, your Account will be linked to Mortgage Choice Cashback and you will accrue Mortgage Choice Cashback credit.

You will accrue Mortgage Choice Cashback credit whenever you use your Card or Account to purchase eligible goods or services, subject to the Conditions of Use and these Terms and Conditions. You will also accrue Mortgage Choice Cashback credit whenever any of your Additional Cardholders use their Card or your Account to purchase eligible goods or services, subject to the Conditions of Use and these Terms and Conditions.

We will use due care and skill to:

- process and maintain your rewards membership;
- manage relationships with redemption partners and bonus partners; and
- procure the supply of rewards to you.

### 3. Mortgage Choice Cashback

If you are a Mortgage Choice Platinum cardholder, you will be enrolled in Mortgage Choice Cashback and accrue Mortgage Choice Cashback credit.

#### a. How do I accrue Mortgage Choice Cashback credit?

You will accrue one Mortgage Choice Cashback credit for each 100 Australian dollar amount of eligible Purchases made on your Account.

Mortgage Choice Cashback credit earned on eligible Purchases made on your Account by Additional Cardholders belongs to you, not to any Additional Cardholders.

You may also receive bonus Mortgage Choice Cashback credit in connection with Special Promotions offered from time to time.

We may change the way you accrue Mortgage Choice Cashback credit from time to time. We will try to give you adequate notice of any change. Bonus partners, redemption partners and special offers may also change from time to time and we will try to give you adequate notice of any material changes and you can refer to our website for current details at any time.

## **b. How do I redeem my Mortgage Choice Cashback credit?**

Mortgage Choice Cashback credit can be applied to a Mortgage Choice Platinum Card, Mortgage Choice Basic Home Loan, Mortgage Choice Plus Home Loan, or a Mortgage Choice Line of Credit Home Loan.

Mortgage Choice Cashback credit will be automatically applied to your nominated Mortgage Choice account once you have accrued 100 Mortgage Choice Cashback credits, provided you are not in breach of your Card Conditions of Use. If you do not elect to apply your Mortgage Choice Cashback credit to a Mortgage Choice Home Loan, your Mortgage Choice Cashback credit will be applied to your Mortgage Choice Platinum Card.

## **c. Does my Mortgage Choice Cashback credit expire?**

Your Mortgage Choice Cashback credit that has not yet been applied to your nominated Mortgage Choice account will not expire as long as your Account is open and operates in accordance with the Conditions of Use.

If you close your Account or die, your participation in Mortgage Choice Cashback is automatically cancelled and all Mortgage Choice Cashback credit which has not been applied is forfeited.

Your Mortgage Choice Cashback credit may not be transferred to another person for any reason.

## **d. How do I keep track of my Mortgage Choice Cashback credit?**

Your Mortgage Choice Cashback credit will appear on your monthly Card statement or you can view your balance online, by visiting <https://online.mortgagechoice.com.au>

We may adjust your total Mortgage Choice Cashback credit (backdating the adjustment if necessary) if Mortgage Choice Cashback credit has been incorrectly credited or debited for any reason. We will advise you of any adjustment in your next statement.

**e. Is there a limit to the amount of Mortgage Choice Cashback credits that I can earn?**

All eligible Purchases will accrue Mortgage Choice Cashback credits, up to an annual maximum of \$100,000 of spend. The limit will be re-set on the anniversary of Account opening.

We may, at our absolute discretion, choose to vary the maximum amount of Mortgage Choice Cashback credit that may be accrued in any one year.

**f. Mortgage Choice Cashback credits themselves do not have monetary value**

Mortgage Choice Cashback credit does not have any monetary value. Mortgage Choice Cashback credit may not be transferred, sold, bequeathed or inherited. Mortgage Choice Cashback credit can only be applied to your nominated Mortgage Choice account and cannot otherwise be converted or redeemed into cash. Mortgage Choice Cashback credit is only used to record your entitlement to have this credit applied to your nominated Mortgage Choice account.

## 4. Administration

### a. How do I communicate with you?

You can contact us by calling Card Services on 1300 150 100. We will write to you at your mailing address or email address – please inform Card Services immediately if you change either of these addresses.

### b. Are there situations where we will not award Mortgage Choice Cashback credit?

Mortgage Choice Cashback credit is not accrued in respect of the following amounts that may be charged to your Account:

- GST and government charges (including fines paid to any government agency);
- payments made to the Australian Tax Office;
- interest and other bank fees and charges (including any GST payable on any of these);
- BPAY payments, i.e. bill payments and other payments made through the BPAY Electronic Payments Scheme;
- cash advances;
- transactions for items that are directly convertible to cash (including, but not limited to, purchase of foreign currency and travellers cheques) or cash equivalent transactions;
- balance transfers;
- transactions deemed by us to be for operating a business or in connection with business expenditure;
- transactions that are reversed (refunds);
- payments for credit card protection insurance; and
- transactions used for gambling purposes (including gambling chip and lottery ticket purchases).

Spending on these items on your Card will not be eligible Purchases.



We reserve the right to suspend or exclude you from participation or continuing to participate in the Mortgage Choice Platinum Card Rewards Program if:

- (i) you are in breach of the Conditions of Use or these Mortgage Choice Platinum Card Rewards Program Terms and Conditions; or
- (ii) your Account is suspended, cancelled or terminated.

In this event, if you are enrolled in Mortgage Choice Cashback, your Mortgage Choice Cashback credit balance will show as nil. Subject to these Terms and Conditions, you will continue to accrue Mortgage Choice Cashback credit on your Account during this period.

### **c. My responsibility to pay any costs**

You are responsible to pay for any tax liability (including any GST that may be payable), stamp duty or other duty or government charges in connection with the receipt of Mortgage Choice Cashback credit or a reward.

### **d. Changes to the Mortgage Choice Platinum Card Rewards Program**

Acting reasonably, we may, at any time, and without notice, vary the Mortgage Choice Platinum Card Rewards Program and/or these Terms and Conditions.

We may make changes to these Terms and Conditions, Mortgage Choice Cashback credit and any applicable fees, including changes to:

- add, withdraw or substitute any other benefit offered from time to time;
- alter the earn rate of Mortgage Choice Cashback credit in relation to eligible Account spend; or
- alter the fees payable under the Mortgage Choice Platinum Card Rewards Program.

If we make changes to these Terms and Conditions we will use our best efforts to give you at least 30 days written notice.

If you are not satisfied with any change or variation to the Mortgage Choice Platinum Card Rewards Program or for any other reason want to withdraw from the Mortgage Choice Platinum Card Rewards Program, you may terminate your participation in the Mortgage Choice Platinum Card Rewards Program immediately by giving us notice to that effect in writing, or by contacting our call centre on 1300 150 100.

If it is not reasonably possible to provide you with the notice period of any changes above (for example if regulatory requirements require us to make changes immediately), we will provide you as much notice as we reasonably can.

The most up to date version of these Terms and Conditions are always available at [mortgagechoice.com.au/credit-cards](http://mortgagechoice.com.au/credit-cards), or upon request to us.

#### **e. Termination or suspension of Mortgage Choice Cashback**

We may discontinue Mortgage Choice Cashback at any time at our discretion. We will notify you as soon as practicable of the termination and you will have 30 days from the date of termination to apply your Mortgage Choice Cashback credit to your nominated Mortgage Choice account.

## f. Disclaimer

Except as required by law, we limit the warranty we make to you in relation to rewards and the Mortgage Choice Platinum Card Rewards Program to exercising due care and skill to:

- process and maintain your participation in Mortgage Choice Cashback;
- procure the supply of rewards to you; and
- manage relationships with redemption partners and bonus partners.

The only conditions and warranties which are binding on us in respect of the type, quality, standard, fitness or suitability for any purpose of Mortgage Choice Cashback credit and the Mortgage Choice Platinum Card Rewards Program are those expressly set out in these Terms and Conditions, and those imposed and required to be binding by statute (including the Australian Consumer Law).

To the full extent permitted by law, our liability in relation to the above warranty is limited to supplying the service again or payment of the cost of having the service supplied again.

Except as required by law, we and our rewards providers:

- make no express or implied warranty or representation in connection with the rewards (including with respect to type, quality, standard or fitness for any purpose)

- are not liable for any loss you suffer (including consequential loss) arising in connection with a reward (including a failure to provide a reward, its loss, theft or destruction), and
- are not liable for any loss you suffer (including consequential loss) in connection with our negligence or our breaching a term, warranty or condition in relation to the Mortgage Choice Platinum Card Rewards Program.

If we or our rewards providers are liable for a breach of these Terms and Conditions, then, to the full extent permitted by law, our liability will exclude any indirect or consequential loss you may suffer.

To the full extent permitted by law, we limit our liability to you in relation to goods and services acquired by way of the Mortgage Choice Platinum Card Rewards Program.

We may not exclude our liability as set out above in this section, if any losses, costs or expenses have been caused by our own negligence or default.

## 5. Interpretation

In these Terms and Conditions all defined terms have the same meaning as in the Card Services Conditions of Use booklet. Additional defined terms are as follows:

**Bonus Partner** means a merchant who has an agreement with us that entitles you to earn bonus points or additional bonus points in connection with the Mortgage Choice Platinum Card Rewards Program when you or an Additional Cardholder makes an eligible Purchase with a Card.

**Redemption Partner** means us or any other person who agrees to provide rewards or bonuses in connection with the Mortgage Choice Platinum Card Rewards Program.

**“We”, “our” or “us”** means Macquarie Bank Limited (ABN 46 008 583 542, Australian Credit Licence 237502) and its successors and assigns.

**Mortgage Choice Cashback** means the loyalty program operated by us which you are enrolled into if you are a Mortgage Choice Platinum cardholder.

**Mortgage Choice Cashback credit** means cashback credits accrued in Mortgage Choice Cashback by eligible Purchases made on your Account, which can be applied to your nominated Mortgage Choice account.

**Mortgage Choice Platinum Card Rewards Program** means the rewards program operated by us on these Terms and Conditions and as set out in promotional material, as amended from time to time.

Other capitalised terms not defined above have the meaning given to them in the Conditions of Use.

In these Terms and Conditions the following rules of interpretation will apply:

- the singular includes the plural and vice versa;
- a reference to anything includes the whole and each part of it; and
- a reference to a document includes any variation or replacement of it.

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

If any term in these Terms and Conditions is invalid or not enforceable in accordance with its terms, all other terms or parts which are self sustaining and capable of separate enforcement without regard to the invalid or unenforceable term or part will be, and continue to be, valid and enforceable in accordance with their terms.





## Contact

**Phone:** 1300 150 100

**Online:** [mortgagechoice.com.au/credit-cards](http://mortgagechoice.com.au/credit-cards)

**Post:** Card Services  
PO Box 3665  
Rhodes NSW 2138