Effective 1 September 2021

# Platinum Cash Rewards.

Terms and Conditions.



These terms and conditions apply to the Platinum Cash Rewards Program. You should read these carefully and retain them for future reference. They should be read in conjunction with the separate terms and conditions booklets for the Visa Credit Card.

## 1. PRELIMINARY

These Terms and Conditions govern your participation in the Nexus Mutual Platinum Cash Rewards Program ('Cash Rewards Program'). The activation of your Credit Card will be taken to signify your understanding and acceptance of these Terms and Conditions.

### 2. **DEFINITIONS**

"Additional cardholder" means a person holding, with your consent, a Credit Card issued under your Credit Card account

"Cash Rewards Account" means the Platinum Cash Rewards account we establish in the primary cardholder's name for the purpose of recording cash rewards in accordance with these Terms and Conditions.

"Credit Card" means the Nexus Mutual Visa Platinum Credit Card

**"Eligible Transaction"** means the purchase of goods or services from merchants accepting your Credit Card (including GST payable for those goods or services by you) excluding the Ineligible Transactions.

**"Ineligible Transaction"** means any of the following transactions:

- a. balance transfers;
- b. cash advances;
- c. BPAY® transactions; (®Registered to BPAY Pty Ltd ABN 69 079 137 518)
- d. direct debits;
- e. corporate cheques;
- f. any fee or charge, including any government charges or duties;
- g. interest and finance charges payable or paid on your Credit Card;
- h. enforcement expenses;
- transactions which are disputed, fraudulent or involve the abuse or unauthorised use of your Credit Card:
- j. payments and purchases which are refunded or reimbursed; and
- k. payments made by you to Nexus Mutual loan accounts.
- l. or for any gambling or gaming transactions.

"Nexus Mutual" means Nexus Mutual, a division of Beyond Bank Australia Limited, ABN 15 087 651 143, AFSL/Australian Credit Licence 237856.

"Terms and Conditions" means these Nexus Mutual Platinum Cash Rewards Terms and Conditions, as amended from time to time.

## 3. ELIGIBILITY FOR MEMBERSHIP

- 3.1. You are automatically a member of the Cash Rewards Program if you have a Visa Platinum Credit Card. Additional Cardholders are not eligible for membership of the Cash Rewards in their own right, but cash rewards will be allocated to your Cash Rewards Account for Eligible Transactions conducted by Additional Cardholders.
- 3.2. Your eligibility of the Cash Rewards Program is at Nexus Mutual's discretion and we may cancel or suspend your membership of the Cash Rewards Program at any time.
- 3.3. If your Credit Card is closed, your membership of the Cash Rewards Program is automatically cancelled and any balance of your Cash Rewards Account shall be transferred to your Access account.
- 3.4. You cannot transfer your membership of the Cash Rewards Program to any other person.

# 4. EARNING CASH REWARDS

- 4.1. You will earn cash rewards each time you or an Additional Cardholder uses the Credit Card for Eligible Transactions, whether in Australia or any other country, on the prorata basis of \$1 cash reward for each Australian \$250 of Eligible Transactions that are charged to your Credit Card.
- 4.2 When you obtain a refund or reimbursement of an Eligible Transaction for which you earned cash rewards (for example, when you return goods or cancel bookings), any cash rewards allocated as a result of that Eligible Transaction will be reversed accordingly.
- 4.3. Cash rewards will be credited to your Cash Rewards Account at the end of each calendar month. The details of the Cash Rewards Account will be incorporated on your usual Nexus Mutual statement of accounts.
- 4.4. You may access any credit balance in your Cash Rewards Account by the withdrawal of funds or by way of transfer to any other account.

### 5. INELIGIBILITY TO EARN CASH REWARDS

- 5.1. You will not be eligible to earn cash rewards:
  - a. if you are in default under the Credit Card contract and have been provided with notice by Nexus Mutual of this default;
  - b. you or any Additional Cardholder has acted fraudulently or there has been fraudulent use of your Credit Card;
  - c. you or any Additional Cardholder breaches these Terms and Conditions.

# 6. CHANGES TO TERMS AND CONDITIONS

- 6.1. Nexus Mutual reserves the right to change at any time these Terms and Conditions (including the cash rewards that you earn or the way in which you earn cash rewards) by giving you:
  - at least 30 days' notice if Nexus Mutual reduces the value of cash rewards that you will earn for each Australian dollar charged to your Credit Card account for Eligible Transactions; and
  - b notice at such time as Nexus Mutual determines appropriate for other changes, including through newsletters, on the Credit Card statement and on the Nexus Mutual website.

## 7. GENERAL

- 7.1. All complaints regarding cash rewards or any other matter under these Terms and Conditions will be resolved by us in accordance with Nexus Mutual's dispute resolution processes.
- 7.2. We recommend that you obtain independent tax advice to ensure that you understand the possible tax (including fringe benefits tax) implications, if any, related to your participation in the Cash Rewards Program.
- 7.3. The failure by us to enforce a particular term or condition does not constitute a waiver of that term or condition by us.

### 8. GAMBLING TRANSACTIONS

- We may block or refuse to process any gambling transaction on your account without incurring any liability to you.
- A gambling transaction is any transaction identified by us as being for gambling or gaming purposes. We are generally only able to identify a transaction with a merchant as a gambling transaction based on information (including the type of business conducted by the merchant) provided by the merchant and the relevant intermediary financial institution (i.e. the financial institution with which the merchant has entered into an agreement, enabling the merchant to accept payment for goods and services by credit card). Accordingly, certain transaction made with certain merchants may be identified by us as gambling transactions, even though such transactions are not for gambling or gaming purposes. The most common types of merchant outlet where this may occur are newsagencies and merchants that sell lottery tickets or other gambling/gaming products. Similarly, we may not identify a transaction as a gambling transaction even though the transaction is for gambling or gaming purposes (e.g. BPAY® transactions or cash withdrawals).
- Nothing in this clause imposes any obligation on us to decline a gambling transaction or limits your liability to us in respect of any gambling transactions processed to your account.

