Terms and Conditions

Premium and Standard Membership Rewards Program for Suncorp Clear Options Business Credit Cards

Effective Date: May 2014

SUNCORP BANK

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Citigroup Pty Ltd ABN 88 004 325 080 AFSL 238098, Australian Credit Licence No. 238098 (Citigroup) is the credit provider and issuer of Suncorp Clear Options Credit Cards (Credit Cards). Suncorp-Metway Ltd ABN 66 010 831 722 Australian Credit Licence No. 229882 (Suncorp Bank) promotes and distributes the Clear Options Credit Cards under an agreement with Citigroup. Suncorp Bank will not guarantee or otherwise support Citigroup's obligations under the contracts and agreements connected with the Credit Cards (other than those relating to Suncorp Bank internet banking and telephone banking). Suncorp Bank, and its related entities, are not responsible for the obligations owed under the Rewards Programs, nor do they guarantee any of the benefits under those programs.

1. Meaning of Words

"Account" means your Suncorp Clear Options Business Credit Card facility.

"Account Terms and Conditions" are the Terms and Conditions that relate to your Account.

"Airline Loyalty Points" means points earned or capable of redemption under an Airline Loyalty Program.

"Airline Loyalty Program" means any loyalty program operated by an airline, which has been nominated by us in writing.

"Business Card" means a Suncorp Clear Options Business Credit Card.

"Business Level" means an arrangement for earning Points whereby Eligible Transactions made by all Cardholders will earn Points for a single Reward Account.

"Card" means a Card which we authorise you to use on your Account to get cash, goods or services. Example VISA.

"Cardholder" means any person to whom a Card is issued.

"Cashback" means the redemption of Points for a credit to your Account, reducing your outstanding balance.

"Eligible Transaction" means any Retail Purchase which is made by the use of a Card or any other means permitted by us, excluding (but not limited to) transactions by way of Cash Advances, Balance Transfers, Special Promotions, fees, purchases of foreign currency and travellers cheques, foreign exchange and ATM/Bank charges, interest charges, finance charges, government charges, payments to the Australian Taxation Office, insurance charges, payments to loan accounts (mortgage etc), purchases in excess of limits on the Account and if the Account is more than $10,000 in credit only, all other transactions.

"Fast Track" is a process by which you can fast track the redemption of a Reward by using your Card in conjunction with a nominated number of Points for the redemption of a "Fast Track item" identified by us.

"Individual Level" means an arrangement for earning Points whereby Eligible Transactions made by a Cardholder will earn Points for that Cardholder's Reward Account.

"Member" means a person who has applied to be and been accepted as a Member of Suncorp Bank Rewards.

"Membership" means a Member in respect of the Member's Card.

"Member's Card" means the Suncorp Clear Options Business Credit Card in respect of which a Member participates in the Suncorp Bank Rewards.

"Membership Fee" means a fee charged for Membership of the Suncorp Bank Rewards as determined and advised by us under section 7 from time to time.

"Personalised Rewards" means the additional Reward offered by us to Suncorp Bank Business Cardholders described in these Terms and Conditions.

"Premium Membership" means a membership category of Suncorp Bank Rewards offered by us from time to time, which may have a different Point structure, fees, Special Conditions and rewards to the Standard Membership.

"Principal Cardholder" means the Cardholder who is identified as the first Card applicant on the Card Account application form.

"Points" are the Suncorp Bank Rewards points earned on Eligible Transactions.

"Qantas" means Qantas Airways Limited ABN 16 009 661 901, its successors and assigns.

"Qantas Frequent Flyer Points" means points in the Qantas Frequent Flyer Program.

"Qantas Frequent Flyer Program" means the frequent flyer program operated by or for Qantas under that name.

"Reward" means the goods and services described in the current promotional material or otherwise offered by us from time to time as rewards in Suncorp Bank Rewards and includes as applicable Reward Certificates, Voucher Rewards, travel Rewards and Cashback.

"Reward Account" means an Account where a Cardholder's Points are recorded.

"Reward Certificates" are personalised certificates forwarded to you when any Eligible Cardholder makes a Reward request, which may be issued by third party suppliers.

"Rewards Balance" is your current Points balance which appears on your monthly Statement.

"Special Conditions" means additional terms and conditions that apply to certain Rewards from time to time. In the event of any inconsistency between these terms and conditions and the Special Conditions, the Special Conditions apply.

"Standard Membership" means a membership category of Suncorp Bank Rewards offered by us from time to time, which may have a different Point structure, fees, Special Conditions and rewards to the Premium Membership.

"Suncorp Bank Rewards" means the Reward program offered by us as described in these Terms and Conditions.

"Take Flight®" is the service which allows the redemption of Points for travel Rewards.

"Travel Voucher Rewards" are Voucher Rewards that are issued by Third Party travel service providers.

"Voucher Rewards" are Reward Certificates, which are not personalised.

"We", **"us"** or **"our"** will be generally read as a reference to Citigroup Pty Ltd ABN 88 004 325 080 AFSL 238098, Australian Credit Licence No. 238098 (Citigroup) the credit provider and issuer of Suncorp Clear Options Credit Cards. Suncorp-Metway Ltd ABN 66 010 831 722 Australian Credit Licence No. 229882 (Suncorp Bank) distributes the Clear Options Credit Cards under an agreement with Citigroup. Suncorp Bank, and its related entities, are not responsible for the obligations owed under the Rewards Programs, nor do they guarantee any of the benefits under those programs.

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

INTRODUCTION

These Terms and Conditions explain how you can earn Points on your Account and redeem these Points in Suncorp Bank Rewards.

2. Participation and Agreement

2.1 You are eligible to participate in Suncorp Bank Rewards if your Account Terms and Conditions do not expressly exclude you from participation.

2.2 Eligibility for Membership

(a) As part of applying for a Business Card, the Principal Cardholder will elect to take one of the following options:

(i) exclude all Cardholders from participating in Suncorp Bank Rewards, in which case neither the Principal Cardholder nor any other Cardholder is eligible to apply for Membership of Suncorp Bank Rewards;

(ii) the Principal Cardholder will participate in the Suncorp Bank Rewards at the Business Level, in which case only the Principal Cardholder is eligible to apply for Membership of Suncorp Bank Rewards. Other Cardholders are not eligible to apply for Membership of the Suncorp Bank Rewards, but the Principal Cardholder will earn Points from Eligible Transactions charged to other Cardholders' Cards (refer to section 4.4); or

(iii) Cardholders may participate in the Suncorp Bank Rewards at the Individual Level, in which case the Principal Cardholder and all other Cardholders are eligible to apply for Membership of the Suncorp Bank Rewards.

(b) If the Principal Cardholder does not elect one of the options above, all Cardholders on the account will be excluded from Membership of Suncorp Bank Rewards.

(c) The Principal Cardholder may change the election made under section 2.2(a) at any time by completing and submitting a new Membership application form. If the Principal Cardholder changes his or her election, then the persons eligible to apply for Membership will be as set out in section 2.2(a), and:

(i) if the Principal Cardholder changes his or her election to bar all Cardholders from participating in the Suncorp Bank Rewards, then any existing Reward Accounts of the Principal Cardholder or any other Cardholders will be terminated in accordance with section 6;

(ii) if the Principal Cardholder changes his or her election and elects to participate in the Suncorp Bank Rewards at the Business Level, then any existing Reward Accounts of the Principal Cardholder or any other Cardholders at the Individual Level will be terminated in accordance with section 6; or

(iii) if the Principal Cardholder changes his or her election to allow Cardholders to participate in the Suncorp Bank Rewards at the Individual Level, then any existing Reward Account of the Principal Cardholder at the Business Level will be terminated in accordance with section 6.

2.3 When applying for membership of the Suncorp Bank Rewards program, a Cardholder will be required to select either Standard Membership or Premium Membership. The type of membership selected will affect things such as the membership fees we charge and the rewards that can be claimed.

(a) A Member can change from Standard to Premium membership, and vice versa, at any time by submitting a new rewards program membership application form.

(b) If a member changes from Standard to Premium Membership, then:

(i) an upgrade fee as specified on the then current membership application form will be charged to the Member's Card;

(ii) the number of Points in the Member's Reward Account will be divided by 2.5, rounded down to the nearest whole number of Points; and

(iii) the terms and conditions of Premium Membership will apply (for example, the Member will no longer be entitled to claim rewards that are available only to Members with Standard Membership).

(c) If a member changes from Premium to Standard Membership, then:

(i) there is no fee (but the Member will also not be entitled to a refund of any Membership fees already paid);

(ii) the Member's Rewards balance will remain the same; and

(iii) the terms and conditions of Standard Membership will apply (for example, the Member will no longer be entitled to claim rewards that are available only to Members with Premium Membership).

3. Fees and Charges

(a) If the Principal Cardholder has elected to participate in Suncorp Bank Rewards at the Business Level, then a Membership Fee as specified on the Membership application form will be charged to the Card Account when we accept the Principal Cardholder's Business Level Membership application, and thereafter on each anniversary of the enrolment in the Membership. The Membership Fee will be charged to the Card Account for each additional Card that we issue.

(b) If the Principal Cardholder has elected to allow Cardholders to participate in Suncorp Bank Rewards at the Individual Level, then a Membership Fee as specified on the Membership application form will be charged to the Member's Card when we accept the Cardholder's Individual Level Membership application, and thereafter on each anniversary of the enrolment in the Membership.

4. Accumulation of Points

4.1 (a) If the Principal Cardholder has elected to participate in Suncorp Bank Rewards at the Business Level, then from the date we accept the Principal Cardholder's Business Level Membership application, the Principal Cardholder will earn Points whenever an Eligible Transaction is charged to a Card by the Principal Cardholder or any other Cardholder. Other Cardholders will not be able to earn Points at the Individual Level.

(b) If the Principal Cardholder has elected to allow Cardholders to participate in Suncorp Bank Rewards at the Individual Level, then from the date we accept a Cardholder's Individual Level Membership application, the Cardholder will earn Points whenever an Eligible Transaction is charged to their Card. The Principal Cardholder will not be able to earn Points at the Business Level.

4.2 We will award Points for all Eligible Transactions debited to your Account during the statement period. Your Rewards Balance will appear on your Account statement.

4.3 Points cannot be redeemed unless they have been allocated to your Rewards Balance.

4.4 We allocate one Point for each whole $1.00 AUD of the total value of the Eligible Transaction which is debited to your Account during the Statement Period.

4.5 The maximum number of Points that may be awarded to your Account in any twelve month period beginning and ending on the anniversary your Account is enrolled in Suncorp Bank Rewards is 80,000 per Card. We may vary the maximum limits or establish new limits on the number of Points a Member can earn or redeem, from time to time. We will advise you of changes in accordance with section 7.

4.6 Points have no monetary value (unless a Reward specifically permits), do not constitute your property, are not transferable and cannot be redeemed for cash (unless a Reward specifically permits).

4.7 If you have a dispute in relation to the number of Points which you have been awarded in respect of an Eligible Transaction, such a dispute must be made in writing within six months of the date of the Eligible Transaction. We may require you to provide documentary evidence to support your claim.

5. Adjustments and Deductions to your Rewards Balance

5.1 The Points you redeem will be deducted from your Rewards Balance.

5.2 When you obtain a refund or reimbursement in respect of an Eligible Transaction pursuant to which you earned Points (for example, as a result of returned goods or services or a disputed transaction), your Rewards Balance will be reduced accordingly.

6. Duration and Loss of Points

6.1 We may cancel or suspend your right to participate in Suncorp Bank Rewards including the ability to earn and redeem Points, if your Account is in default. During any period of suspension, your Rewards Balance will be frozen and you will not be able to redeem Points. In the event we cancel your right to participate in Suncorp Bank Rewards, your Rewards Balance will be cancelled and your right to earn Points on Eligible Transactions will be cancelled.

6.2 If we notify you that your right to participate in Suncorp Bank Rewards is no longer suspended your Rewards Balance, as at the date of suspension, will be reinstated and you will be able to earn Points on Eligible Transactions.

6.3 If you instruct us to close your Account and/or elect not to participate in Suncorp Bank Rewards you will cease to earn Points on Eligible Transactions and your Rewards Balance will be cancelled immediately.

7. General

7.1 We may decide not to offer Suncorp Bank Rewards. If we do this we will give you at least thirty days written notice.

7.2 We reserve the right to vary these Terms and Conditions from time to time. We will give you thirty days written notice if we decide to change these Terms and Conditions.

7.3 Suncorp Bank and its Rewards Partners may seek, collect, use, store, share or disclose for the purpose of your participation in Suncorp Bank Rewards information about Eligible Transactions, adjustments to your Account as a result of reimbursements, disputed transactions and refunds, your Points Balance and the conduct of your Account.

7.4 We give no warranty and accept no responsibility as to the ultimate treatment of Rewards.

7.5 We are not responsible for Rewards you redeem under Suncorp Bank Rewards, any death or injury, loss or consequential loss or damage from a Reward or the loss, theft or destruction of a Reward or Voucher Reward.

7.6 We give no warranty (whether express or implied) whatsoever with respect to Rewards. In particular, we give no warranty with respect to the quality or durability of the Rewards or suitability for any purpose.

8. Redemption of Points for Rewards

8.1 Pursuant to these Terms and Conditions, you may redeem Points for Rewards which have been nominated by us in writing.

8.2 If you make a request to redeem Points for Rewards, this request cannot be reversed, cancelled or changed after it has been made.

8.3 We may alter the number of Points required to redeem a Reward, impose additional restrictions on a Reward or conditions for obtaining it including setting a minimum number of Points required to redeem a particular Reward. We may also withdraw or substitute any Reward for another Reward.

8.4 When you redeem Points for a Reward, you may nominate a third party to receive the Reward (any Rewards which contain alcohol cannot be given to persons under 18).

8.5 A Rewards catalogue may specify that a Reward has a market value. The specified market value of a Reward is not a representation that the monetary value of a Reward or the difference between the number of Points required to redeem similar Rewards is the lowest price charged for that Reward in the market. We are not liable if you are able to find the Reward for a price that is lower than the one we specify.

8.6 If a Reward is damaged or faulty, you must notify us within three business days of receipt, giving full details including the name of the courier.

8.7 If you make a request to redeem Points by using our call centre (other than for Personalised Rewards), you will require an additional number of Points than if you redeemed the same Points using the website. The additional Points required will be advised at the time the request is made.

9. Cashback and Fast Track

9.1 If you redeem Points for a Cashback Reward, the amount of the Cashback Reward will be set-off against the Closing Balance of your Account on your next statement.

9.2 You can only redeem a Reward using Fast Track if that Reward is eligible for Fast Track redemption, you have accumulated the required amount of Points and you use your Card to purchase the Fast Track redemption.

9.3 A Cashback Reward does not satisfy your obligation to make the Total Payment Due on your statement. To keep your Account in order, you must disregard the amount of any Cashback Reward and make all payments as set out in your Account Terms and Conditions.

9.4 A Cashback Reward is not allocated to repay a specific transaction. It will reduce the balance owing on your Account in the ordinary application of payments set out in your Account Terms and Conditions. You may contact us for more information.

10. Reward Certificates, Vouchers and Travel Vouchers

10.1 You may redeem Points for Reward Certificates and Voucher Rewards, which will entitle you (or the person nominated by you) to redeem the Reward Certificate or Voucher Reward with the named supplier.

10.2 Reward Certificates and Voucher Rewards are subject to the Terms and Conditions noted on the Reward Certificates and Voucher Rewards and the named supplier's terms and conditions.

10.3 Reward Certificates and Voucher Rewards cannot be replaced if lost, stolen or destroyed. Any Certificate or Voucher may be judged void if it does not pass validation or is reported lost, stolen, illegible, mutilated, altered, misprinted or incomplete.

10.4 You or your nominee are responsible for making all reservations with the supplier. When redeeming a hotel or Travel Voucher Reward, it is the onus of the recipient of the Voucher to check room or flight availability prior to ordering the certificate. You and/or your nominee will be solely liable for any cancellation fees incurred with respect to a reservation.

11. Airline Loyalty Programs

11.1 You must be a member of the Airline Loyalty Program in which you wish to claim Airline Loyalty Points and have advised us of your Airline Loyalty Program membership number prior to any such redemption.

11.2 If you are a member of the Airline Loyalty Program, you are subject to the terms and conditions of the Airline Loyalty Program.

11.3 If you redeem Points for Airline Loyalty Points, the Airline Loyalty Points may take up to 28 business days to appear in your Airline Loyalty Program membership account.

12. Personalised Rewards

12.1 If you choose to redeem Points for a Personalised Reward you must provide us with all the relevant details relating to your proposed Personalised Reward including the Australian dollar price, the name of the intended supplier and/or vendor, and the contact details of the

intended supplier and/or vendor. We may request that you provide this information to us in writing and sign your request.

12.2 When considering whether to fulfil a request for a Personalised Reward, we can choose, in our absolute discretion, to source or purchase the Personalised Reward from an alternate supplier and/or vendor.

12.3 If we notify you that we are prepared to accept a request to redeem Points for a Personalised Reward we will nominate the Australian dollar price of the Personalised Reward, the amount of Points required to redeem the Personalised Reward and the estimated time of delivery of the Personalised Reward.

12.4 We may refuse any request for a Personalised Reward which:

(a) in our view is inconsistent with our corporate standards;

(b) in our view is not appropriate as a Reward;

(c) in our view cannot be ordered without some personal knowledge of an individual's taste including custom-made items; or

(d) cannot be fulfilled due to unavailability.

13. Additional Conditions for Redemption of Points for Qantas Frequent Flyer Points

13.1 You must be a Member of the Premium Membership of Suncorp Bank Rewards and a member of the Qantas Frequent Flyer Program and have advised us of your Qantas Frequent Flyer Program membership number before you can redeem Points for Qantas Frequent Flyer Points.

13.2 It may take up to 2 business days for the Qantas Frequent Flyer Points to appear in your Qantas Frequent Flyer Membership account.

13.3 When Points are redeemed for Qantas Frequent Flyer Points they will be redeemed at a rate of 2 Points for 1 Qantas Frequent Flyer Point.

13.4 The initial redemption must be 10,000 Points and subsequent redemptions must be in fixed blocks of 10,000 Points.

13.5 Membership of the Qantas Frequent Flyer Program is subject to the terms and conditions of that program. Once Points are redeemed for Qantas Frequent Flyer Points, the redemption cannot be reversed, cancelled or changed, the Qantas Frequent Flyer Points are subject to the terms and conditions of Qantas Frequent Flyer Program and these Terms and Conditions no longer apply.

13.6 Qantas Frequent Flyer Points may only be credited to a Qantas Frequent Flyer membership account in the Cardholder's name, which must be the same name as the Reward Account name.

14. Personal Business Assistant

14.1 We provide a Personal Business Assistant to Business Cardholders via third parties. Personal Business Assistant 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;

(e) Business - for example, computer rentals, conference services and urgent interpretation.

14.2 You will be informed of the cost and options, if available, before any booking or purchase is made for you. Personal Business Assistant 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 or non-exchangeable items.

14.3 Personal Business Assistant will endeavour to 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 Personal Business Assistant. 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 Personal Business Assistant advances funds for goods or services, Personal Business Assistant shall bill that amount to your Account.

14.4 Personal Business Assistant 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.

14.5 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) Personal Business Assistant recommends that they be insured for mailing or shipping. Personal Business Assistant accepts no responsibility for any delay, loss or damage or resulting consequences.

14.6 Personal Business Assistant accepts no liability arising from any provider that does not fulfill their obligations to you.

Contact us for more information or to change your details:

Call 13 11 75

www suncorpbank.com.au

Visit your local branch or agency

Mail to GPO Box 1453, Brisbane QLD 4001

Fax 07 3031 2250

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