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Introduction

Welcome to Heritage Bank

At Heritage Bank, our motto is putting People first.

Part of this is giving you clear information to help you choose which of our Heritage Bank branded products and services are best for you and to understand the terms and conditions and fees and charges that apply.

We're here to help

For more information about Heritage Credits or Heritage products or services:

- visit the Heritage Bank website at heritage.com.au; or
- · call the Heritage Bank Contact Centre on 13 14 22; or
- talk to the friendly staff at a Heritage Bank branch or mini branch.

Heritage Credits Terms and Conditions

1. What is Heritage Credits?

Heritage Credits is Heritage's loyalty and rewards program.

Heritage Credits is a program to promote the use of the services offered by Heritage. By using Heritage services or the services of a bonus partner, you can be allocated credits and then use the credits to receive benefits (such as by using the credits as payment or part payment for rewards). Heritage Credits is operated by the program manager under an arrangement with Heritage.

2. About these terms and conditions

These terms and conditions govern Heritage Credits.

You are treated as having agreed to be bound by these terms and conditions when you open the Heritage account/s and become a qualifying member. If you do not wish to be bound by these terms and conditions and participate in Heritage Credits, you can ask to be excluded from participating by contacting the Service Centre.

We have set out below some important terms that are used in these terms and conditions. Alongside each term is an explanation of what it means.

| bonus credits | see condition 7 |
|-----------------------------|--|
| bonus partner | a retailer, merchant or business that has an agreement with the program manager under which qualifying members can earn bonus credits for a limited time based on specific cumulative spending thresholds |
| credits | see condition 6 |
| credits account | a record kept by the program manager of the credits you have earned and which are available to you |
| Heritage | Heritage and People's Choice Limited ABN 11 087 651 125 trading as Heritage Bank |
| Heritage Credits | see condition 1 |
| Heritage Credits website | Login to Online banking which is located at www.heritage. com.au click on "Services" then on the drop down menu select "Rewarding you" or any other Online location we or the program manager specify |
| program manager | Mastercard Loyalty Solutions Australia Pty Ltd ABN 49 002 693 656 or any other person Heritage appoints to operate and manage Heritage Credits from time to time |
| promotional credits | see condition 8 |
| qualifying member | see condition 3 |
| qualifying purchase | a debit purchase transaction (not including transactions for cash advances, interest charges, credit fees and charges, disputed transactions, foreign exchange purchases, travellers cheques, credit card payments, gambling chip purchases, bill payments using BPAY or utility bills paid over the counter at a financial institution or Bank@Post outlet) |
| redeem | to perform a redemption |
| redemption | see condition 9 |
| redemption partner | a person or business who agrees with the program manager to supply rewards |
| reward | see condition 9 |
| reward voucher | a voucher issued to you when you redeem credits which entitles you (subject to the expiry of the voucher and you satisfying any terms and conditions on which the voucher is issued) to obtain rewards when you present the voucher to the relevant redemption partner |
| | |

| Service Centre | the service centre operated for Heritage Credits which can be contacted at: | | |
|----------------|--|--|--|
| | Phone: 13 14 22 | | |
| | Mail: PO Box 190 Toowoomba Qld 4350 | | |
| | Email: info@heritage.com.au | | |
| we/us/our | means Heritage and People's Choice Limited ABN 11 087 651 125 trading as Heritage Bank | | |
| within terms | means: | | |
| | for a credit card, home loan, personal loan or business loan account with Heritage — the account has no payments in arrears for 90 days or more; and | | |
| | for a savings, access or term deposit account with Heritage – the account is not overdrawn; and | | |
| | otherwise, for any sort of account with Heritage — you are not in breach of the terms and conditions governing the account | | |
| you | a member of Heritage and where your membership is held by more than one person, it means the member consisting of those persons jointly. | | |

3. Who is a qualifying member?

To earn credits in Heritage Credits, you need to be a **qualifying member**. You will be a qualifying member if you satisfy the following:

- · You are a member of Heritage; and
- · You are the account holder for:
- · a Heritage Visa Platinum credit card account; or
- a Heritage Visa Classic (excluding My First Credit Card) credit card account; or
- a Heritage Visa Gold (with Rewards) credit card account (no longer offered); or
- accounts with Heritage falling within at least three of the six account classes listed below; and

| Account classes | |
|--|---|
| Heritage branded savings/access accounts | Heritage branded personal loan accounts |
| Heritage branded term deposit accounts | Heritage branded credit card accounts |
| Heritage branded home loan accounts | Heritage branded business loan accounts |

• The Heritage branded account (or each of the Heritage branded accounts) making you a qualifying member is being operated within terms.

If you are a qualifying member but you don't want to participate in Heritage Credits, you can ask to be excluded from participating by contacting the Service Centre. If you ask to be excluded you will cease to earn credits and your credits balance will be cancelled once your request is processed. If you later change your mind, you will need to contact the Service Centre.

4. If you stop being a qualifying member

You will stop being a qualifying member if you cease to meet all the conditions to be a qualifying member (see condition 3). You will not earn credits (nor can you redeem credits) if you stop being a qualifying member, unless and until you again meet all the conditions to be a qualifying member.

If you stop being a qualifying member due to ceasing to be a member of Heritage, any credits you had will be forfeited and will no longer be available to you.

If you stop being a qualifying member for any other reason, your status as a qualifying member will be restored if subsequently you again meet all the conditions to be a qualifying member.

Condition 5 explains what happens if you die.

5. If you die

If your Heritage membership is in a single name and you die, your estate will have a grace period of 90 days. The grace period starts when you die (although Heritage or the program manager may agree to defer it starting until Heritage or the program manager are notified of your death).

Credits will cease to be earned from the date of death.

During the grace period, the personal representatives of your estate can ask for a redemption if you would otherwise be eligible under these terms and conditions. Your estate will not be regarded as a qualifying member after you die.

After the grace period has expired, your estate will not be able to ask for a redemption and your credits balance will be cancelled.

6. Earning credits

While you are a qualifying member, you will earn credits.

If you are the account holder for an account with Heritage listed in the following table, you will earn credits as summarised in the table below.

| Account type | Circumstances | Credits |
|--|--|--|
| Heritage Visa Platinum credit card account | Qualifying purchases during a month of \$1,500 or more | 3 credits for each whole \$1,500 of qualifying purchases |
| Heritage Visa Classic (excluding My First Credit Card) credit card account | Qualifying purchases during a month of \$1,300 or more | 1 credit for each whole \$1,300 of qualifying purchases |
| Heritage Visa Gold (With Rewards) credit card account (no longer offered) | Qualifying purchases during a month of \$1,400 or more | 2 credits for each whole \$1,400 of qualifying purchases |
| Any Heritage account | Your Heritage membership reaches 8 year anniversary or a later anniversary | 3 credits |
| | Your Heritage membership reaches 5, 6 or 7 year anniversary | 2 credits |
| | Your Heritage membership reaches 2, 3 or 4 year anniversary | 1 credit |

Where the earning of credits is based on transactions during a month, the credits earned are calculated at the end of each calendar month, on the basis of the total transactions during that calendar month.

The program manager may not instantly record credits that you have earned. In most cases, credits earned will be recorded to your credits balance within 10 business days of month end. In some cases (for example, for credits earned through a bonus partner), there may be a period of up to 8 weeks before the program manager will record the credits in your credits account and the credits are available for redemption.

7. Earning bonus credits

You may be able to earn credits when you transact with bonus partners. These are called **bonus credits**. Bonus credits can be earned only for limited periods of time and according to terms and conditions applying specifically to them.

Heritage and/or the program manager will give you information from time to time about how you can earn bonus credits.

8. Earning promotional credits

You may be able to earn credits as a result of performing transactions on your Heritage accounts or from using Heritage's services. These are called **promotional credits**. Promotional credits can be earned only for limited periods of time and according to terms and conditions applying specifically to them.

Heritage and/or the program manager will give you information from time to time about how you can earn promotional credits.

9. Redeeming credits

You can exchange credits for products or services called rewards. When you do this, it is called a **redemption** of the credits.

The following rules apply to the redemption of credits:

- You can only ask for a redemption when you have at least 4 credits which are shown in the balance of your credits account as having been earned and available to you when you ask for the redemption, whether or not you are a qualifying member at the time.
- However, you are not eligible to redeem if any of your accounts with Heritage is not being operated within terms or if you are not a member of Heritage.
- You must use at least 4 credits in the redemption.
- You cannot pool or combine your credits with anyone else's credits in a redemption.
- You need to apply to the program manager for the redemption and follow any procedures reasonably required by the program manager. This might mean, for example, that you need to satisfy the program manager that you are who you say you are.
- When you ask for a redemption, you select a reward. You can only select a reward offered by the program manager during any availability period shown in the offer for that reward (or rewards generally) and if you satisfy any conditions shown in the offer for that reward (or rewards generally). The program manager will allocate a number of credits which can be exchanged for each reward that is available.

- Rewards are subject to availability and there may be limitations on how many of a
 particular reward that the redemption partner will supply to people who are enrolled in
 Heritage Credits. The program manager will use its best endeavours to ensure that the
 rewards offered are current and reflect availability, however it is possible that rewards
 may be offered that are not available.
- There are two types of redemptions.
 - A Credits Only redemption is when you select a reward in exchange for credits only. In
 a Credits Only redemption, you can only select a reward which has a number of credits
 allocated which is equal to or less than the number of credits which are recorded in
 your credits account as having been earned and available to you when you ask for the
 redemption.
 - A Credits+Pay redemption is when you select a reward in exchange for credits
 and top up the redemption of credits with a credit card payment (minimum \$5) to
 the program manager. Credits+Pay redemptions cannot be used for all rewards.
 Credits+Pay redemptions are only available for the rewards that the program manager
 specifies.
- Whenever there is a redemption of credits, the program manager will deduct the number
 of credits exchanged for the reward from the balance of your credit account and those
 credits will no longer be available to you.
- If a reward you selected in a redemption cannot be delivered to you for any reason, the
 program manager will cancel your selection, add the number of credits to be used for
 the redemption to the balance of your credits account and will let you know that this has
 occurred.
- If a reward is a reward voucher or is given to you in the form of a reward voucher, the
 reward voucher will be subject to an expiry date before which you will need to satisfy
 any conditions specified by the redemption partner in order to receive the benefit of the
 reward voucher. If you do not, the reward voucher will expire on the expiry date and you
 cannot get back the credits exchanged for the reward voucher.
- All rewards are offered and supplied subject to any terms and conditions of the redemption partner concerned.
- If a reward you have selected in a redemption is not received you are able to contact
 the Service Centre and the program manager will investigate and, depending on
 the circumstances, may be able to request a replacement. Neither Heritage or the
 program manager is responsible if a reward is lost, stolen or damaged after it has been
 dispatched, due to circumstances that are beyond Heritage's or the program manager's
 reasonable control.
- You should normally allow up to 10 business days for the program manager to process a redemption request. Credits used for a redemption will be deducted from the balance of your credits account at the time the Program Manager processes the redemption request.

Adjustment and reversal of credits 10.

Credits which are recorded in your credits account as earned or available can be adjusted or reversed without notice to you in the circumstances described below.

| Circumstances | How the credits can be adjusted or reversed |
|---|---|
| Credits have been recorded due to, or partly due to, a qualifying purchase which is reversed or for which Heritage credits an amount to your Heritage Visa Platinum or Heritage Visa Classic (excluding My First Credit Card) or Heritage Visa Gold (With Rewards) (no longer offered) credit card account (for example, because of a disputed or refunded transaction) | The credits can be adjusted or reversed so that it is as if the qualifying purchase concerned had never occurred at all |
| Credits have been recorded due to, or partly due to, a qualifying purchase which happened through the use of a Heritage Visa card which had been lost or stolen | The credits can be adjusted or reversed so that it is as if the qualifying purchase concerned had never occurred at all |
| Bonus credits have been recorded due to, or partly due to, a transaction with a bonus partner which is reversed or refunded | The bonus credits can be adjusted or reversed so that it is as if the transaction concerned had never occurred at all |
| Bonus credits have been recorded but the bonus partner concerned does not pay the program manager for the credits according to the terms of an agreement between the program manager and the bonus partner | The bonus credits can be reversed |
| Credits have been recorded by mistake (for example, if a number of credits exceeding the number you have earned under these terms and conditions has been shown as earned and available) | The credits can be adjusted or reversed to correct the mistake |

11. Keeping track of your credits

It is your responsibility to keep track of your credits.

To access this information through the Heritage Credits website, you need to be a registered user of Heritage on-line (Heritage's internet banking service).

If you do not use the Heritage Credits website, you can find out how many credits you have earned and are available to you, and when your credits expire, by contacting the Service Centre. You can do this by:

Phone. 13 14 22 PO Box 190 Mail.

Toowoomba Old 4350

If you think there is a mistake in how Heritage or the program manager has recorded the credits in your credits account, you must promptly notify the Service Centre.

You should regularly keep track of the credits recorded in your credits account.

Expiry of credits 12.

Credits which have been added to your credits account will expire on 31 December of the calendar year that is 3 years after the calendar year in which the credits are first recorded to your credits account. After expiry, the credits will no longer be available to you.

If Heritage cancels the Heritage Credits program, credits will expire after 90 days in accordance with section 3 helow

For example, credits first recorded in your credits account in July 2021 will expire on 31 December 2024 and will no longer be available after then.

Cancellation of Heritage Credits 13.

Heritage can cancel the Heritage Credits program at any time.

If it does so, Heritage or the program manager will notify you of the cancellation. Heritage Credits will continue to operate for 90 days from the notification for the purpose of redemptions but you will not earn any more credits.

At the end of the 90 days, your credits will expire and will no longer be available to you.

14. Changes to Heritage Credits

These terms and conditions and other aspects of Heritage Credits may be changed by

Heritage or the program manager at any time for one or more of the following reasons:

- to comply with any change or anticipated change in any relevant law, code of practice, guidance or general banking practice;
- · to reflect any decision of a court, ombudsman or regulator;
- to reflect a change in our systems or procedures, including for security reasons;
- · to respond to changes in the cost of providing Heritage Credits;
- · discontinue Heritage Credits;
- to make these terms and conditions clearer or to add or remove features.

Heritage and / or the program manager will notify you of a change to the terms and conditions or another change affecting Heritage Credits as follows:

- for changes that are materially adverse (e.g. the introduction of fee), by notice (see clause 19 - Communications and notifications) at least 30 days before the change takes effect;
- for all other changes, by notice (see clause 19 Communications and notifications) before the change takes effect.

You can also ask Heritage or the program manager for a current copy of the terms and conditions governing Heritage Credits at any time.

15. Status of credits and rewards

Credits exist only for the purposes of Heritage Credits.

Credits are not property or money and have no cash value. Credits cannot be treated as, exchanged for or converted to cash (unless permitted as part of a reward).

You cannot swap credits for cash, swap rewards for credits, take cash instead of a reward (unless permitted as part of a reward), cancel a request for a redemption once your redemption is processed, return or exchange a redeemed reward to be refunded credits where you have change your mind or transfer your credits to someone else.

Rewards cannot be replaced by Heritage or the program manager if lost, stolen or otherwise destroyed due to circumstances that are outside the program manager or Heritage's reasonable control.

16. Complaints

You should notify the Service Centre promptly if you have a complaint about Heritage Credits. To assist in resolving your complaint please provide evidence relevant to your complaint, such as a readable sales receipt (if applicable) to support your complaint.

Your complaint will be acknowledged promptly, either verbally or in writing, and the best will be done to resolve the complaint straight away.

The aim is to resolve all complaints within 21 days. However in some cases it may take up to 30 days. Your complaint may take a little longer to assess if more information is needed or if your complaint is complex. In all cases, you will be kept updated on the progress.

If your complaint cannot be resolved within 5 business days, you will receive a written response informing you of the final outcome.

Accessibility

Information about the management of complaints in alternative formats and languages can be provided upon request.

If you have a hearing or speech impairment, you can access additional support through the National Relay Service on 1300 555 727.

The Australian Financial Complaints Authority

If you are not satisfied with the response to your complaint, you may lodge a complaint with the Australian Financial Complaints Authority (AFCA). AFCA provides free and independent financial services complaint resolution and can be contacted on:

Website: www.afca.org.au Email: info@afca.org.au

Phone: 1800 931 678 (free call)

Mail: GPO Box 3

Melbourne VIC 3001

Time limits may apply to complain to AFCA and so you should act promptly or otherwise consult the AFCA website to find out if or when the time limit relevant to your circumstances expires.

17. Administration of Heritage Credits

In order to participate in Heritage Credits, Heritage will give the program manager any personal information about you and transaction details relating to your accounts with Heritage that are necessary for the program manager to allocate credits, organise redemptions and generally manage Heritage Credits.

You authorise Heritage, the program manager and the agents and contractors for Heritage and the program manager to:

- seek access to, collect and use that information; and
- · disclose that information among themselves, for the above purposes.

18. Privacy

By becoming a member of Heritage and participating in Heritage Credits, you consent to the collection, use, disclosure and handling of your personal information as contemplated by Heritage's Privacy Policy (which is available on request by contacting the Service Centre or can be obtained at heritage.com.au).

Your personal information may be disclosed to the program manager and rewards partners as necessary for the purpose of operating Heritage Credits.

19 Communications and notifications

You should contact the program manager with any enquiries concerning the administration of Heritage Credits. You can do this by:

Phone: 13 14 22

Mail: PO Box 190

Toowoomba Old 4350

Either Heritage or the program manager can communicate with you by using any address, phone number, fax number, email address or other contact point shown on Heritage's records for you, and the program manager can send rewards and reward vouchers to you at any address shown on Heritage's records for you. You therefore need to contact the Service Centre promptly if any of those details change, and follow any procedures to update those details.

A notification under these terms and conditions can be given to you by any of those methods. In addition, if a notification under these terms and conditions affects more people than just you (including a change to these terms and conditions or any aspect of Heritage credits), Heritage can do the notification by:

- publishing it in a notice or advertisement in a major daily newspaper distributed in Australia: or
- placing it on the Heritage Bank website (heritage.com.au).

Liabilities, responsibilities and disclaimers 20.

Heritage and the program manager do not manufacture or supply rewards. Rewards are manufactured and supplied by the redemption partner concerned. Neither Heritage nor the program manager has any direct control over the manufacture or supply of rewards.

Rewards are subject to availability and Heritage and the program manager do not guarantee that any particular reward will be available to every person who is enrolled in Heritage Credits. The program manager will use its best endeavors to ensure that the rewards offered are current and available, however where a reward is offered that is not available, the program manager does not accept any liability as far as the law allows.

Heritage and the program manager will exercise due care and skill to manage your enrolment and participation in Heritage Credits according to these terms and conditions.

Otherwise, as far as the law allows, Heritage and the program manager:

- give no warranties or promises (either express or implied) with respect to type, quality, standard or fitness or suitability for any purpose of rewards. Rewards will normally come with warranties from the supplier or manufacturer of the reward and any claims in respect of the rewards should be made to those parties; and
- do not accept any liability with respect to property damage, death, injury or any consequential loss arising from the redemption partner's supply or non-supply of a reward or from the loss, theft or destruction of a reward resulting from the supply by a redemption partner; and
- are not liable for any circumstances which are beyond Heritage's or the program manager's reasonable control or for their consequences, including any delay or inability to provide any rewards.

If Heritage or the program manager is liable for breach of any term, condition, warranty or representation implied by law or arising from these terms and conditions, then as far as the law allows, Heritage or the program manager limits that liability to:

- in the case of earning credits providing the credits again; or
- in the case of a reward replacement or repair of the reward or payment or payment of the cost of replacing or repairing the reward, and Heritage or the program manager will not be responsible for any other losses such as indirect or consequential losses.

You must address warranty claims relating to a reward to the manufacturer or redemption partner.

If a reward is destroyed, lost or stolen Heritage and the program manager do not guarantee that it can or will be replaced.

It is your responsibility to determine the tax impact on you for receiving credits and rewards. Heritage and the program manager do not accept any responsibility for any tax liability you may incur from participating in Heritage Credits.

21. Relationship of Heritage Credits to your accounts

Heritage Credits is not part of any other financial product under which you have an account with Heritage.

These terms and conditions are independent of and separate to the terms and conditions or credit contract governing any account with Heritage including the accounts held by you as a qualifying member.

The cancellation of Heritage Credits or a change to these terms and conditions will not, by itself, have the effect of terminating or varying the terms and conditions or credit contract governing any account with Heritage.

The termination or variation of the terms and conditions or credit contract governing any account with Heritage will not, by itself, have the effect of cancelling Heritage Credits or changing these terms and conditions except as set out in these terms and conditions.

If you are treated as a qualifying member or allowed to redeem under Heritage Credits, that does not of itself mean that Heritage has agreed or admitted for any other purpose that you meet the requirements to be a qualifying member or to redeem.

For example, if you have a dispute with Heritage about any of your accounts or your membership with Heritage, you cannot argue that:

- you are a member of Heritage; or
- · your accounts are being operated, or have at any previous time been operated, within terms, just because you are being, or have been, treated as a qualifying member or allowed to redeem under Heritage Credits.

22. Other matters

You cannot transfer any of your rights under Heritage Credits.

Heritage or the program manager can transfer its rights and obligations under Heritage Credits and these terms and conditions at any time without your consent. If that occurs, references to Heritage or the program manager in these terms and conditions will be read as references to the person to whom its rights and obligations under Heritage Credits were transferred and Heritage and the program manager will be released from its obligations under Heritage credits from the time the other person agrees with Heritage or the program manager (as relevant) or you to honour those obligations. You will then have and may exercise the same rights under these terms and conditions against the transferee as you have against us. We will notify you of any transfer of rights and obligations in writing as soon as reasonably practicable if it is reasonable to do so.

If Heritage or the program manager does not enforce these terms and conditions, that does not mean they are waived. Heritage or the program manager still has the right to enforce the terms and conditions later. For example, if you are being, or have been, treated as a qualifying member in Heritage Credits even though you do not meet the requirements under these terms and conditions to be a qualifying member, Heritage or the program manager can stop treating you as a qualifying member at any time after Heritage or the program manager find out that you do not meet those requirements.

Find out more

🛆 Drop into your nearest Heritage Bank branch

Visit heritage.com.au

& Call 13 14 22

□ Connect with Heritage Bank

Facebook: facebook.com/heritage

Twitter: @heritagebank

YouTube: youtube.com/HeritagePeopleFirst

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