

**B I G S K Y**

banking where members benefit

# **Big Sky Visa Credit Card Cash Rewards**

## **Terms & Conditions**

**Your guide to Big Sky Visa Credit  
Card Cash Rewards**

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## Cash rewards

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### Terms and Conditions

These Terms and Conditions do not apply to all Visa Credit Cards issued by Big Sky Credit Union Ltd, for further information or clarification you may contact us on 1300 654 321

Big Sky Credit Union Ltd ABN 51 087 651 358

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The Financial Services Reform Act (FSRA) requires us to advise that the Cash Reward account (S46) is a restricted account only available to members who have a Visa Credit Card aligned to Cash Rewards. The S46 Cash Rewards Account is not available as a general savings account or for everyday banking transactions and is only to receive credits from redeemed Cash Rewards Points. A current version of our Conditions of Use is available from [www.bigsky.net.au](http://www.bigsky.net.au) or on request.

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## 1. Preliminary

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- 1.1 Cash Rewards is a rewards program whereby use of your Card in Eligible Transactions may result in Points being credited to your Cash Rewards Account which are redeemable for cash.
- 1.2 The Cash Rewards Terms and Conditions are issued by Big Sky Credit Union Limited  
ABN 51 087 651 358 ("Big Sky", "we" or "us") and govern Big Sky members' participation in Cash Rewards.
- 1.3 Accessing any benefit under Cash Rewards constitutes your agreement to be bound by the Terms and Conditions. You should therefore read them carefully prior to participating in Cash Rewards.
- 1.4 The Terms and Conditions are separate from and in addition to the Terms of Conditions of your Card.
- 1.5 We reserve the right to change the Terms and Conditions in our absolute discretion. If any change is material in nature, we will give you at least 30 days notice.
- 1.6 Where applicable, we will round up to the nearest cent when calculating cash rewards.

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## 2. Definitions

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- 2.1 "Additional Cardholder" means a person holding, with your consent, a Card issued under your Card Account.
- 2.2 "Card" means a Visa Credit Card issued by Big Sky.
- 2.3 "Cash Rewards" means the Big Sky Cash Rewards Program.
- 2.4 "Cash Rewards Account" means your nominated account with us to which Points will be credited for Eligible Transactions.
- 2.5 "Eligible Transactions" means the purchase of goods or services from merchants accepting your Card, including GST payable for those goods or services by you, excluding any government fees or charges, interest payable on your Cash Rewards Account, corporate cheques, fraudulent transactions, balance transfers and bill payments made through Bpay® or any other electronic scheme.
- 2.6 "Membership Year" means each period of 12 consecutive months that you have been a Big Sky Card holder eligible to participate in Cash Rewards, ending on the anniversary of the first such day.
- 2.7 "Points" means the points you earn by using your Card for Eligible Transactions in accordance with Clause 5.
- 2.8 "Statement Period" means subject to Clause 9.3 each calendar month.
- 2.9 "Terms and Conditions" means these Terms and Conditions as amended from time to time.

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### **3. Name**

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- 3.1 Participation in Cash Rewards is only available to natural persons. Companies, partnerships, trusts, government agencies and other entities are expressly excluded from being eligible to participate.
- 3.2 We reserve the right at any time in our absolute discretion to:
  - (a) Withdraw the eligibility of particular members to participate in Cash Rewards;
  - (b) Discontinue Cash Rewards without honouring standing Points balances; and
  - (c) Make any changes to Cash Rewards or the Terms and Conditions.
- 3.3 We will give you at least 30 days notice of:
  - (a) Withdrawing your eligibility to participate in Cash Rewards;
  - (b) The discontinuation of Cash Rewards; and
  - (c) Any material change to the Terms and Conditions, but to the fullest extent permitted by law, will not be liable to you in the event of a failure to do so.

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### **4. Fees and charges**

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- 4.1 Unless a determination has been notified pursuant to Clause 4.2, there will be no fee or charge for participation in Cash Rewards.
- 4.2 We may determine to charge an annual or any other type of fee or charge for participation in Cash Rewards by giving you at least 30 days notice prior to any such change taking effect.
- 4.3 We reserve the right to pass on to you any fees, charges, duties and taxes that are imposed on the use of Cash Rewards by any governmental or other regulatory authority.

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## 5. Earning points

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- 5.1 Eligible Big Sky members who participate in Cash Rewards will earn Points when their Card is used in Eligible Transactions whether in Australia or overseas, calculated on the basis of 1 Point for each Australian dollar (or equivalent foreign currency amount) charged to the Card.
- 5.2 We may determine to award additional or bonus Points, and cease to do so, at our absolute discretion.
- 5.3 A Cardholder may not earn more than 100,000 Points in any one Membership Year.

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## 6. Ineligibility to earn points

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- 6.1 You will not be eligible to earn Points if:
  - (a) You are in arrears in any payment due to us for your Card for more than 30 days;
  - (b) You have reached the maximum number of Points able to be earned by a Cardholder in the current Membership Year;
  - (c) You or any Additional Cardholder has acted fraudulently or there has been any fraudulent use of your Card;
  - (d) The use of the Card was for other than personal expenditure;
  - (e) You or any Additional Cardholder breach the Terms and Conditions;
  - (f) Your Account is suspended or terminated for any reason; or
  - (g) You lose your Card, until a new Card is issued.

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## **7. Redeeming Your Points**

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- 7.1 Points are redeemable for cash and will be credited to your Cash Rewards Account in the following manner:
- (a) Each Loyalty Point will be converted at the conversion rate as listed on the Loan Interest Rate Schedule;
  - (b) Points will be converted into Australian dollars and credited to your Cash Rewards Account once monthly;
  - (c) 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 which you maintain with us.

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## **8. When points will be deducted**

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- 8.1 Points will be deducted from your Points balance:
- (a) Where they are redeemed in accordance with Clause 7;
  - (b) Where they have been incorrectly credited to your Cash Rewards Account and you are otherwise not entitled to those Points; and
  - (c) For Eligible Transactions for which you have received a refund. You are required to notify us where this occurs. Failure to do so as soon as you receive the refund or any part thereof may result in immediate withdrawal of your eligibility to participate in Cash Rewards. You consent to us debiting your Account to recover the value of Points you have used but were not entitled to where you were or should have been aware of this.

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## **9. Tracking your points balance**

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- 9.1 You will be able to track the redeemable balance in your Cash Rewards Account via our internet and telephone banking facility and on your statement of account.
- 9.2 While we will use our reasonable endeavours to ensure that details of your Points balance are up to date, we will not, to the fullest extent permitted by law, be liable to you if we fail to do so.
- 9.3 If there have been eligible transactions we will issue you with a Statement monthly and if there have been no eligible transactions at least every 6 months setting out:
  - (a) The number of Points earned;
  - (b) The number of Points redeemed; and
  - (c) Any other relevant activity relating to your Points balance.
- 9.4 The Cash Rewards Statement may be sent to you in any manner we determine appropriate, including by e-mail, SMS, mail to your last notified address or by posting it on a secure section of our website.

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## **10. Privacy**

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- 10.1 You consent to and authorise us and our contractors and agents to have access to and collect and use personal information about you and your Points and Cash Rewards Account and provide that information to any other person or contractor who provides services to us in relation to Cash Rewards.
- 10.2 The information referred to in Clause 10.1 may include:
  - (a) Personal details about you and your Additional Cardholders; and
  - (b) Transactional information relating to the use of your Card in relation to Cash Rewards.

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## **11. General**

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- 11.1 You may not charge, bequeath, assign or transfer your Points, nor assign to any person any right or obligation under the Terms and Conditions.
- 11.2 We may assign some or all of our rights and obligations under the Terms and Conditions to any person by providing notice to you in accordance with Clause 14.
- 11.3 If any part of a Clause of the Terms and Conditions is illegal or unenforceable, that part or Clause may be severed and the remaining provisions of the Terms and Conditions will continue in full force and effect.
- 11.4 Any waiver by us of any obligation owed by you under the Terms and Conditions is effective only to the extent set out in any written waiver from us.
- 11.5 The Terms and Conditions are governed by the laws of Victoria.

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## **12. Disclaimer and limitation of liability**

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- 12.1 This Clause does not exclude or limit the application of any provision of any statute (including the Trade Practices Act 1974) where to do so would:
  - (a) Contravene that statute; or
  - (b) Cause any part of this Clause to be void.
- 12.2 We exclude all implied conditions and warranties except any implied condition or warranty the exclusion of which would contravene any statute or cause any part of this Clause to be void (Non-excludable Condition).
- 12.3 Our liability to you for any Non-excludable Condition is limited to supplying the relevant services again.
- 12.4 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 membership or participation in Cash Rewards.

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## 13. Dispute resolution

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- 13.1 You should contact us via any of the methods detailed in Clause 13.2 if you have any questions, problems or disputes in connection with Cash Rewards or the services provided to you in connection with it.
- 13.2 You can contact us:
- (a) Between 9am and 5pm, Monday to Friday (excluding public holidays) Eastern Standard Time from anywhere by:
    - (i) Telephone on 1300 654 321;
    - (ii) Email at [bigsky@bigsky.net.au](mailto:bigsky@bigsky.net.au);
    - (iii) Fax – 03 8635 2850;
    - (iv) Mail – GPO Box 1801, Melbourne Vic 3001.
- 13.3 We will endeavour to resolve a matter when you first contact us. If we cannot resolve your issue at that time, we will:
- (a) Let you know who is handling your complaint;
  - (b) Keep you informed of what is happening; and
  - (c) Endeavour to resolve your complaint within 21 days from when you first contacted us.
- 13.4 If you make a complaint in writing or request a written response to your complaint, we will promptly inform you of the outcome of the complaint in writing. If the dispute is not resolved in a manner acceptable to you, we will explain the reasons for the outcome and the further action you can take.
- 13.5 Big Sky is subject to the Electronic Funds Transfer Code of Conduct and the Financial Ombudsman Service complaint investigation and resolution procedures in respect of matters covered by those Codes.
- 13.6 If you are dissatisfied with the outcome, and you would like an independent review, you can refer your complaint to the Financial Ombudsman Service contactable by:
- Financial Ombudsman Service Limited by phone on 1300 78 08 08 or by visiting the website at <http://www.fos.org.au>.
- 13.7 For further information on solving problems or disputes, please phone us on 1300 654 321 or ask at any Service Centre for our Dispute Resolution Brochure.

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## 14. Notices

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- 14.1 We may send you all notices (including any changes) under the Terms and Conditions in any manner determined by us including by:
- (a) Sending notices on or with account statements;
  - (b) Including notices at electronic banking terminals or in Service Centres;
  - (c) Press advertisements in newspapers circulating in your State or Territory;
  - (d) Email;
  - (e) SMS;
  - (f) Posting the notice on our website; or
  - (g) Sending the notice to your last address notified to us.
- 14.2 You must notify us in writing as soon as practicable of any change to any of your details including name, address, email or telephone number, and we may request proof of such change from you before we implement the change.

## How do I join Big Sky?

To take up any of Big Sky's products visit [www.bigsky.net.au](http://www.bigsky.net.au), call 1300 654 321 or visit your local Service Centre.

## Big Sky Service Centres

### Head Office (VIC)

Level 7, 607 Bourke Street  
Melbourne VIC 3000  
T 1300 654 321  
F 03 8635 2850

### Noble Park (VIC)

550 Princes Highway  
Noble Park VIC 3174  
T 03 9790 3700  
F 03 9790 3701

### Port Melbourne (VIC)

191 Salmon Street  
Port Melbourne VIC 3207  
T 03 9676 9168  
F 03 9645 6289

### Western Port (VIC)

Bayview Road  
Hastings VIC 3915  
T 03 5979 6218  
F 03 5979 6715

### Hedland (WA)

Shop 26, South Hedland  
Shopping Centre  
South Hedland WA 6722  
T 08 9172 8900  
F 08 9172 8999

### Kwinana Refinery (WA)

Mason Road  
Kwinana WA 6167  
T 08 9419 9619  
F 08 9419 9814

### Newman (WA)

Shop 17, Boulevard  
Shopping Centre  
Newman WA 6753  
T 08 9177 9600  
F 08 9175 5857

### Elizabeth (SA)

180 Philip Highway  
Elizabeth SA 5112  
T 08 8252 5945  
F 08 8287 5314

### Roxby Downs (SA)

Shop 3, 14 Tutop Street  
Roxby Downs SA 5725  
T 08 8671 2555  
F 08 8671 2333

### Bulwer Island Refinery (QLD)

Tingira Street  
Pinkenba QLD 4008  
T 07 3243 7332  
F 07 3260 2132

### Eagle Farm (QLD)

562 Curtin Avenue  
Eagle Farm QLD 4009  
T 07 3243 7332  
F 07 3243 7403

### Moranbah (QLD)

Shop 6, Moranbah Fair  
Shopping Centre  
Moranbah QLD 4744  
T 07 4840 3333  
F 07 4941 6110

**For further information  
go to [www.bigsky.net.au](http://www.bigsky.net.au)**

Big Sky Credit Union Ltd  
ABN 51 087 651 358 AFSL 240735 BSB 803-228  
Web: [www.bigsky.net.au](http://www.bigsky.net.au) Email: [bigsky@bigsky.net.au](mailto:bigsky@bigsky.net.au)

If you do not wish to receive any further communication regarding our products and services, please contact Big Sky.



Credit Union and  
Building Society group