



Sphere Rewards Terms and Conditions



How to contact us.

Contact a Sphere consultant at any time on 13 22 73 and follow the prompts.

Sphere Rewards Terms and Conditions.

Membership of Sphere

1. Membership of Sphere is open to all ANZ First and ANZ Gold account holders.
2. To be a member of Sphere you must pay an annual fee. The amount of the annual fee may change from time to time.
3. The first annual fee will be charged to your card account when these terms and conditions apply to you. Any subsequent annual fee will be automatically charged to your card account on the anniversary of you becoming a member of Sphere unless you advise us at any time before that date that you no longer wish to be a member.

When these terms and conditions apply

4. If you are a new account holder and have applied to be a member of Sphere, these terms and conditions will apply when we advise you that your application to join Sphere has been successful and you have accepted your credit card "Letter of Offer".
5. If you are already an account holder, these terms and conditions will apply when we advise you that your application to be a member of Sphere has been successful.

Earning points

6. Points are used to determine when you become entitled to a reward.
7. You and any additional cardholder will earn one point for every \$1.50 charged and billed to your card account, subject to the exclusions set out in paragraphs 9, 10 and 11. All points earned by any additional cardholder on an ANZ First or ANZ Gold account will accrue to your points record.
8. You and any additional cardholder may also earn additional points by using your card or card account to purchase qualifying goods or services from a bonus partner subject to the exclusions set out in paragraphs 10 and 11. Despite the limitations set out in paragraphs 7 and 9, as an ANZ First or ANZ Gold account holder, you and any additional cardholder will earn bonus points on purchases (excluding cash equivalent transactions) at bonus partners and there is no limit on the number of bonus points you may earn in any year. The number of additional points you will receive from a bonus partner will be specified in the Sphere Rewards Guide.

9. As an ANZ First account holder, you and any additional cardholder will not earn points on amounts spent over \$50,000 per calendar year. As an ANZ Gold account holder, you and any additional cardholder will not earn points on amounts spent over \$100,000 per calendar year. After you reach your applicable annual spend limit, you and any additional cardholder will not earn points until the beginning of the next calendar year.
10. You and any additional cardholder will not earn points on interest charges; government charges; bank fees; balance transfers; cash advances (as defined in the ANZ Credit Card Conditions of Use) and card account adjustments resulting from disputed transactions.
11. You and any additional cardholder will also not earn points if your card account is suspended or if you or any additional cardholder breach these terms and conditions or the ANZ Credit Card Conditions of Use.
12. When you or an additional cardholder obtain a refund, a reimbursement for charges previously incurred (for example for returned merchandise) or a chargeback is made to your card account, the points accrued to your card account will reduce by the applicable amount.

Points are not property

13. Points may not be transferred or sold.
14. Points are not property; they have no monetary value, are not convertible and can only be used to claim rewards. There will be no refunds for points that are not used to claim a reward.

Points expiry

15. Points will not expire as long as you continue to pay the Sphere annual membership fee, your card account has not been closed and you or any additional cardholder makes at least one purchase annually using your card account.
16. Any points recorded in your points record when you cease to be a member of Sphere or you close your card account will be cancelled 60 days after account closure. When points are cancelled, you and any additional cardholder are not entitled to them or to use them to claim rewards.
17. Points may also be cancelled at our sole discretion if you die, if the card account is suspended or if you or any additional cardholder breaches these terms and conditions or the ANZ Credit Card Conditions of Use.
18. In the event that Sphere is terminated, we will notify you of termination and any claim for a reward must be made within 90 days of the date of termination.

Points summary

19. Your points summary will be part of and be issued at the same frequency as your card statement of account. If you do not receive a card statement (because, for instance, you did not use your card account that month), you will not be sent a separate points summary.
20. Points used to claim a reward will be deducted from your points record at the time we receive your or an additional cardholder's request to claim a reward. The adjustment will be reflected in your next points summary.

Rewards

21. Rewards and the number of points required to claim a reward are set out in the Sphere Rewards Guide. You and any additional cardholder may claim a reward only from the applicable Sphere Rewards Guide that is current at the time you seek to claim a reward. The current Sphere Rewards Guide is located on anz.com.

Clause 22 has been deleted.

Claiming rewards

23. You and any additional cardholder may claim rewards.
24. Your and any additional cardholder's entitlement to claim rewards is based on the points record in relation to your card account. If your card account is in arrears, suspension or default, no rewards will be claimable.
25. To claim some rewards, an ANZ Gold account holder may use the option of 'Points Plus Pay'. This means that you use points and also pay a monetary amount by debiting your card account.
26. The procedure for claiming rewards and any terms and conditions of a reward are set out in the Sphere Rewards Guide. All rewards are subject to availability and substitutions may be necessary. Special conditions may apply in relation to individual rewards.
27. Before seeking to claim a reward, you should review the current Sphere Rewards Guide located on anz.com.
28. Rewards cannot be taken by pooling of points by persons with different card accounts.
29. Rewards cannot be returned for points to a points record, cashed in or exchanged except as may be allowed by the current Sphere Reward Returns Policy.
30. Unless we advise in writing otherwise, rewards will not be delivered to an address outside Australia.

Changes to rewards and the Sphere terms and conditions

31. We may change the Sphere Rewards Guide at any time. If any change affects points already accumulated, you will be notified at least 30 days before that change takes effect.
32. Bonus partners also have the right to make changes at any time, without notice, to the goods or services which are qualifying goods or services and the number of additional

points that you or an additional cardholder will receive as a result of acquiring those goods or services. Bonus partners may change without notice.

33. We may at any time and in our discretion without notice withdraw, limit, modify, cancel or increase the continued availability of any reward or the number of points required to claim a particular reward.
34. We may change or amend these terms and conditions at any time. You will be notified of a change to terms and conditions at least 30 days before that change takes effect.

What we are not liable for

35. Except as provided in any law which cannot lawfully be excluded or modified by agreement we:
 - make no warranties or representations either express or implied and expressly disclaim any and all liabilities (including for consequential damages) with respect to type, quality, standard or fitness or suitability for any purpose of the rewards;
 - are not responsible for the loss, theft or destruction of rewards;
 - do not accept any liability with respect to any loss arising from the supply of a reward; and
 - are not liable for any delay or inability to provide any rewards caused by circumstances beyond our control including strikes or industrial disputes or acts of God.
36. In the event that we are liable for breach of any term implied by law, we limit that liability where we are entitled to so do to:
 - replacement or repair of the reward or payment of the cost of replacing or repairing the reward; and
 - supplying the services again or payment of the cost of having the services supplied again.

General

37. If you or any additional cardholder breach the ANZ Credit Card Conditions of Use or these terms and conditions, we may suspend or exclude you from participating in Sphere.
38. Any tax liability, stamp or other duty or other government charge or reporting requirement in connection with or on any benefit derived by you or an additional cardholder from the use of a card by you or an additional cardholder or receipt of a reward is your sole responsibility.
39. All questions or disputes regarding eligibility for Sphere, rewards or the eligibility of points for accrual or reward will be resolved by us at our sole discretion. Any such questions or disputes must be brought to our attention within 12 months of the incident first giving rise to the question or dispute.
40. The Australian Securities and Investments Commission has granted us relief from certain provisions of the Corporations Act 2001 relating to managed investments. The relief granted means that Sphere is not required to be registered as a

managed investment scheme and the prospectus and product disclosure statement provisions do not apply to Sphere. The relief provides that ANZ meets any deficiency of Sphere; that cardholders receive adequate notification if Sphere is terminated and on termination have at least 90 days to claim rewards; that cardholders are given 30 days' notice of any change to the number of points required to redeem rewards; that all members be given a copy of the Sphere terms and conditions and that the terms and conditions outline the nature of Sphere and the terms on which the relief was granted by ASIC.

41. In these terms and conditions

'account holder' or 'you' means the person in whose name a card account is kept and who is responsible for all transactions on the card account.

'additional cardholder' means a person to whom a card is issued, at the request of the account holder and who is authorised to transact on the card account.

'bonus partner' means any person who agrees to provide additional points.

'card' means an ANZ First or ANZ Gold credit card.

'points' means Sphere points added to or subtracted from a points record in accordance with these terms and conditions.

'points record' means a record in relation to a card account for the purpose of determining when you or an additional cardholder becomes entitled to a claim a reward.

'points summary' means the summary of points in the account holder's points record.

'reward' means a reward, gift, bonus or other benefit obtained by you or an additional cardholder through the accumulation of points through use of the card or a card account.

'Sphere' means the Sphere Rewards program.

'Sphere Rewards Guide' means the current catalogue published from time to time of the rewards that may be claimed by ANZ First and ANZ Gold account holders in accordance with these terms and conditions.

'we', 'us or 'our' means ANZ Rewards No 2 Pty Limited (ABN 41 082 713 915). In paragraphs 34 and 35, 'we' also means Australia and New Zealand Banking Group Limited (ABN 11 005 357 522).

