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# Coles Mastercard® Rewards Terms and Conditions

Coles unsecured credit products are issued by National Australia Bank Limited (ABN 12 004 044 937, AFSL and Australian Credit Licence 230686) ("NAB") and distributed by Coles Supermarkets Australia Pty Ltd ABN 45 004 189 708. NAB is also the provider of the rewards program in these Terms and Conditions. NAB has acquired the business relating to these products from Citigroup Pty Ltd (ABN 88 004 325 080, AFSL and Australian Credit Licence 238098) ("Citi") and has appointed Citi to assist to administer the products.

Effective 9 November 2023

**coles** Credit Cards

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# Introduction

These Terms and Conditions should be read in conjunction with the Account Terms and Conditions and explain how Flybuys Points can be earned using Your Account. These Terms and Conditions will apply to You if You have been issued with a Card as the Primary Cardholder and that Card is used to earn Flybuys Points.

We instruct the Flybuys Program to credit the Flybuys Membership Account with Flybuys Points, based on spend on Eligible Transactions. These terms are to be read in conjunction with, and are not designed to replace or alter, the Flybuys Membership Terms and Conditions. The Flybuys Membership Terms and Conditions can be found at <https://www.flybuys.com.au/about#/flybuys-terms-and-conditions>. The Flybuys Program is owned and operated by Loyalty Pacific Pty Ltd ABN 82 057 931 334.

## 1. Meaning of Words

When You see these words used in these Terms and Conditions, this is what they mean:

**Account** means your Coles Mastercard® unsecured credit facility with Us.

**Additional Cardholder** means another person who You have authorised to have a Card on Your Account.

**Additional Flybuys Points or Bonus Flybuys Points** means Flybuys Points available on certain Eligible Transactions in addition to the standard Earn Rate, and Flybuys Points available through Special Promotions.

**Card** means the Coles Mastercard® unsecured credit facility.

**Cardholder** means You and any Additional Cardholder.

**Claims** means any actions, suits, arbitrations, demands, verdicts, judgments, dues, costs and claims.

**Coles Spend** means Eligible Transactions made at Coles Supermarkets Australia Pty Ltd (ABN 45 004 189 708).

**Concierge Services** means the concierge services provided to Primary Cardholders as described in clause 9 of these Terms and Conditions.

**Consequential Loss** means any loss or damage suffered by a party which is indirect or consequential, loss of revenue, loss of profits, loss of goodwill or credit, loss of use, loss of data, damage to credit rating, loss or denial of opportunity, or increased overhead costs.

**Citi** means Citigroup Pty Limited (ABN 88 004 325 080, AFSL and Australian Credit Licence 230686). NAB has acquired the business relating to these products from Citi and has appointed Citi to assist to administer the products.

**Earn Rate** means the rate at which You earn Flybuys Points on Eligible Transactions, as set out in clauses 3 and 4.

**Eligible Transaction** means any purchase excluding (but not limited to) Cash Advances, Balance Transfers, Special Promotions, BPAY payments, purchases of foreign currency and travellers cheques, transactions made in operating a business, bank fees and charges such as interest and ATM charges, transactions made using Flybuys Points and government related transactions. Government related transactions include transactions with government or semi-government entities, or relating to services provided by or in connection with government (for example but not limited to transactions made at Australia Post, payments to the Australian Taxation Office, council rates, motor registries, tolls, parking stations and meters, fares on public transport, fines and court related costs).

Please note that whether or not a transaction is an Eligible Transaction will be determined based on information provided either by the merchant or the relevant financial institution (including information about the type of business conducted by the merchant). This means that, for example, spend with certain merchants may be characterised as spend with a government related entity or an investment in shares, and therefore not an Eligible Transaction, even if that merchant is not in fact a government related entity or an investment company.

**Flybuys Member** means a person who has been accepted as a member of Flybuys by Loyalty Pacific (or who has accepted an offer from Loyalty Pacific to become a member) and who remains a member of Flybuys at the relevant time.

**Flybuys Membership Account** means an account established in the name of a Flybuys Member in accordance with the Flybuys Membership Terms and Conditions and provided to Us to be associated with Your Account.

**Flybuys Membership Terms and Conditions** means the terms and conditions governing membership of Flybuys, including the privacy policy, as varied from time to time by Loyalty Pacific.

**Flybuys Participating Retailer Spend** means Eligible Transactions made at Flybuys participating retailers specified at [coles.com.au/mastercard/flybuysparticipants](https://coles.com.au/mastercard/flybuysparticipants) (and subject to change from time to time).

**Flybuys Points** means the points earned by Cardholders on Eligible Transactions under the Rewards Program and which We instruct Flybuys to credit to the Flybuys Membership Account, which are subject to the Flybuys Membership Terms and Conditions.

**Flybuys Program** means the program conducted under the name 'Flybuys' (currently operated by Loyalty Pacific), or any renamed or replacement program provided by Loyalty Pacific.

**Loyalty Pacific** means Loyalty Pacific Pty Ltd (ABN 82 057 931 334).

**NAB/Us/Our/We** means National Australia Bank Limited (ABN 12 004 044 937, AFSL and Australian Credit Licence 230686) unless the context otherwise requires, the credit provider and issuer of the Coles credit products.

**Primary Cardholder** means the person in whose name the Account is held and who is responsible for all transactions on the Account.

**Rewards Program** means the rewards program offered by Us and provided in conjunction with the Card as described in these Terms and Conditions.

**Special Feature** means any feature or Special Promotion related to the Card We identify as a Special Feature.

**Special Promotions** means a special promotional offer made by Us from time to time.

**Statement Period** means the period to which a statement applies, usually about 30 days.

**You/Your** means the person in whose name the account is opened.

All other capitalised terms used in these Terms and Conditions have the same meaning as in the Coles Mastercard® Terms and Conditions.

## 2. Participation

- 2.1. You accept these Terms and Conditions on first use or activation of Your Account or any Card issued in connection with Your Account. These terms are to be read in conjunction with, and are not designed to replace or alter, the Flybuys Membership Terms and Conditions. The Flybuys Membership Terms and Conditions can be found at <https://www.flybuys.com.au/about#/flybuys-terms-and-conditions>.
- 2.2. You are eligible to earn Flybuys Points and participate in the Flybuys Program, provided that:
  - a. You are a Flybuys Member;
  - b. Your Account entitles You to participate; and
  - c. You are not a corporation, firm, partnership or any other such legal entity.
- 2.3. By participating in the Rewards Program, You authorise Us and the Flybuys Program to seek, collect, use, store, share or disclose to each other or to third parties, for the purpose of your participation in the Rewards Program information about Eligible Transactions, adjustments to your Account as a result of reimbursements, disputed transactions and refunds or other changes, your Flybuys Points and the conduct of Your Account.

### 3. Earning Flybuys Points

- 3.1. Flybuys Points will only be credited to the Flybuys Membership Account provided to Us. For the avoidance of doubt, Flybuys Points earned from spend by an Additional Cardholder on Your Account will be credited to the Flybuys Membership Account.
- 3.2. Once credited to the Flybuys Membership Account, the Flybuys Points are subject to the Flybuys Membership Terms and Conditions, as amended from time to time and located at <https://www.flybuys.com.au/about#/flybuys-terms-and-conditions>.
- 3.3. Flybuys Points are awarded in respect of Eligible Transactions as set out in the table below. The number of Flybuys Points awarded is calculated by reference to the Australian Dollar amount of the Eligible Transaction.

Card	Earn Rate
Coles Mastercard® & Coles Platinum Mastercard®	2 Flybuys Points for each whole Australian Dollar spent on each Flybuys Participating Retailers Spend, rounded down per transaction
Coles Rewards Mastercard® & Coles Rewards Platinum Mastercard®	2 Flybuys Points for each whole Australian Dollar spent on each Eligible Transaction, up to and including \$3,000 each Statement Period, and 1 Flybuys Point for each whole Australian dollar thereafter, rounded down per transaction
Coles No Annual Fee Mastercard® & Coles No Annual Fee Platinum Mastercard®	1 Flybuys Point for every 2 whole Australian Dollars spent on each Eligible Transaction, rounded down per transaction

Card	Earn Rate
Coles Low Rate Mastercard® & Coles Low Rate Platinum Mastercard®	1 Flybuys Point for every 2 whole Australian Dollars spent on each Coles Spend, rounded down per transaction

- 3.4. It will take up to 60 days after an Eligible Transaction has been processed by Us for Flybuys Points to be credited to the Flybuys Membership Account.
- 3.5. At the end of Your Statement Period, the Flybuys Points earned during that period as a result of spend on Eligible Transactions on Your Account, will be displayed on Your statement.

### 4. Limitations on and loss of Flybuys Points

- 4.1. You will only earn Flybuys Points on Eligible Transactions.
- 4.2. If You or an Additional Cardholder receives a refund or reimbursement (for example returned goods or services), a chargeback is made to Your Account, or where Flybuys Points were incorrectly credited to Your Account, the Flybuys Points relating to that reversal will be deducted from the Flybuys Membership Account.
- 4.3. Flybuys Points have no monetary value, are not transferable by You to another rewards program offered by Us and cannot be redeemed for cash.
- 4.4. Acting reasonably, We may determine that You will not earn Flybuys Points on your Card, and any Flybuys Points that You have already earned and that we have not yet instructed Flybuys to credit to the Flybuys Membership Account will not be credited, if:
  - a. You are in material breach of your Coles Mastercard® Terms and Conditions;
  - b. Your Account is suspended;

- c. We reasonably suspect You (or an Additional Cardholder) are operating Your Account fraudulently;
  - d. Your Account is closed or cancelled (whether by Us or by You), including if You cease to be a Flybuys Member.
  - e. We receive notification that You have passed away.
- 4.5. We may also, acting reasonably, otherwise suspend Your right to earn Flybuys Points. If We notify You that Your right to participate in the Rewards Program is no longer suspended (including because Your Account suspension has been lifted), You will be able to earn Flybuys Points on Eligible Transactions from the date Your suspension ends.
- 4.6. We may, acting reasonably, terminate Your right to earn Flybuys Points. At the time We terminate Your right to earn Flybuys Points by using Your Account, You will no longer accrue Flybuys Points on Eligible Transactions. In addition, if Your Account is cancelled under the Account Terms and Conditions Your participation in the Rewards Program will also be terminated. We will make a reasonable attempt to give You 30 days' notice, but We may give less notice in urgent circumstances.

## **5. Redeeming Points**

- 5.1. Flybuys Points can be redeemed in accordance with the Flybuys Membership Terms and Conditions.

## **6. Government Taxes, Duties and Charges**

- 6.1. We accept no liability in respect of any government taxes (including Goods and Services Tax), duties or other charges that may be imposed by law in any country arising from the earning

or redemption of Flybuys Points or participation in the Rewards Program.

- 6.2. We give no warranty and accept no responsibility as to the ultimate taxation treatment of Flybuys Points. You should seek independent tax advice in respect of the tax consequences arising from the use of this product or from participating in the Rewards Program.

## **7. General**

- 7.1. Where the rewards You redeem under this Program are provided by Flybuys, to the extent permitted by law, We are not responsible for those rewards, or any death or injury, loss or Consequential Loss or damage from a reward or the loss, theft or destruction of a reward (except to the extent arising from Our fraud, negligence or misconduct).
- 7.2. We give no warranty (whether express or implied) whatsoever with respect to any rewards provided by the Flybuys Program. Rewards will normally come with warranties from the supplier or manufacturer of the rewards and any Claims in respect of those rewards should be made with those suppliers or manufacturers. In particular, we do not represent that any particular reward is suitable for the purpose for which you intend to use it.
- 7.3. We may, acting reasonably, vary these Rewards Terms and Conditions from time to time. For example, We may:
- change the way You earn Flybuys Points;
  - change the way We award Flybuys Points;
  - introduce or change Rewards Program features, fees and conditions; and
  - make changes as a result of changes made by Our suppliers or partners.

We will provide at least 30 days' prior notice of changes, unless We reasonably consider the change to be non-material in nature. We will give You as much notice as is reasonably practicable for any non-material changes to these terms and conditions, and We will either publish this on Our website or otherwise notify You. However, You acknowledge that Flybuys Points will be subject to the terms of the Flybuys Program which may be subject to change by the Flybuys Program.

- 7.4. Disputes about missing Flybuys Points for Eligible Transactions (including where the dispute concerns Your participation in the Flybuys Program) will only be accepted up to twelve months after the date of the relevant transaction or such time as is reasonable in the circumstances. We may, acting reasonably, require you to provide documentary evidence to support Your claim.
- 7.5. We do not accept any liability for promotional materials published, or produced directly by the Flybuys Program.
- 7.6. We will instruct Flybuys to credit Flybuys Points to the Flybuys Membership Account provided to Us. You can contact us at any time to change the Flybuys Membership Account linked to Your Account. If Flybuys Points are credited to a different Flybuys Membership Account number than the one You intended, for example if You provided us with an incorrect Flybuys Membership Account number, You will need to contact Flybuys and seek their assistance however these points may not be able to be recovered.
- 7.7 We will exercise any rights or discretions that We have under these Rewards Program Terms and Conditions in a fair and reasonable

manner. That includes whenever We are:

- a. considering any request You make;
- b. deciding whether to give Our consent or to exercise a right, discretion or remedy;
- c. setting any conditions for doing any of those things; or
- d. making changes under section 7.3 or anywhere else in these Rewards Program Terms and Conditions.

Examples of how We will take reasonable steps to ensure You are treated fairly include giving You reasonable notice of changes and making adjustments to Your Points.

It's worth noting that even if We don't make a decision or do something straight away, We may still do so later on. This includes where We delay or defer doing so, or We temporarily waive a requirement.

## **8. Special Features and Special Promotions**

- 8.1. Your Account may have access to a variety of Special Features and Special Promotions, which will be identified as such and will be subject to these Terms and Conditions, together with the terms and conditions of each of the Special Features and Special Promotions, as advised to You at the time of promotion, acquiring or using the Special Features or Special Promotions.
- 8.2. You will earn Additional Flybuys Points or Bonus Flybuys Points subject to meeting eligibility criteria for Special Promotions or Special Features made by Us from time to time.



## 9. Concierge Services

- 9.1. We provide complimentary Concierge Services to You via third parties. Concierge Services will act on Your behalf and as an intermediary in assisting You with the following requests:
- Travel – for example, pre-trip information, flight and hotel availability and bookings;
  - Entertainment – for example, ticket bookings for events, and restaurant reservations;
  - Lifestyle – for example, information on golf clubs, health clubs, and pet services; and
  - Shopping – for example, sourcing hard to find items or arranging gift purchase and delivery.
- 9.2. You will be informed of the cost and options, if available, before any booking or purchase is made for You. Concierge Services 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 on non-exchangeable items.
- 9.3. Concierge Services will 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 Concierge Services. 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 Concierge Services advances funds for goods or services at Your request, Concierge Services shall bill that amount to Your Account.
- 9.4. Concierge Services will not locate goods and services if they are:
- requested for re-sale, professional or commercial purposes;
  - abroad when Concierge Services is aware of customs regulations prohibit the shipping of the items to You;
  - prohibited under applicable law or which contravene popular moral or ethical standards; or
  - do not clearly provide some recreational benefit to You.
- 9.5. When goods or services are purchased on Your behalf, items will be purchased and/or delivered in accordance with national and international regulations;
- You are at all times responsible for customs and excise fees and formalities;
  - Concierge Services recommends that they be insured for mailing or shipping. Concierge Services does not arrange for an insurance policy to apply to the goods or services purchased on Your behalf. If You require an insurance policy for the goods and services purchased on Your behalf, You must specify this and You will be charged the cost of the insurance. Neither We nor Concierge Services provides mailing or shipping services. Mailing and shipping services are organised in accordance with Your instructions. You may have remedies against the company which ships the goods to You.
- 9.6. Concierge Services accepts no liability arising from any provider that does not fulfil their obligations to You, subject to any chargeback entitlement You may have, except to the extent loss or damage is caused by Our fraud, negligence or misconduct.

## For more information

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Visit Us at [www.coles.com.au/mastercard](http://www.coles.com.au/mastercard)

Alternatively, You can call Us 24 hours a day, seven days a week:

- If You are calling within Australia  
**1300 306 397**
- If You are calling outside Australia  
**+61 2 8288 2890**

Mastercard is a registered trademark and the circles design is a trademark of Mastercard International Incorporated.

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