

# NAB cash back

### **Terms and Conditions**

effective 14.01.11

### NAB Cash Back Terms and Conditions

The meaning of words printed like **this** in these terms and conditions is explained in 25.

When these terms and conditions apply

- 1. These terms and conditions will apply to you if you are an individual and you are provided with an account under which you have been issued with a card.
- 2. These terms and conditions explain how you can receive a cash back to your account by using your account.

# When are you bound by these terms and conditions?

- 3. You are bound by these terms and conditions as soon as you or any additional cardholder first use the card or the account in accordance with the account terms and conditions.
- 4. It is **your** responsibility to read and understand **these terms and conditions** prior to **you** or an **additional cardholder** using the **card** or **your account**.
- 5. In the event these terms and conditions conflict with the terms and conditions set out in any promotional material in connection with the account or cash back, these terms and conditions prevail to the extent of the inconsistency.

# How you qualify to receive a cash back to your account

- 6. Once **these terms and conditions** become effective under **3**, **you** may qualify to receive a **cash back** in accordance with **these terms and conditions**.
- A cash back can only be taken as a credit to your account. You cannot transfer your right to participate in cash back or to receive the cash back to any other person or entity or credit card account. The cash back is not transferable and cannot be taken as cash.

#### Calculation of a cash back

- A cash back is only calculated on net purchases undertaken on your account. Net purchases on any other account are not eligible for cash back.
- Subject to 11 the cash back will be calculated as 0.5% of net purchases made during a statement period.
- 10. A **cash back** will not be calculated where **net purchases** in a **statement period** are zero or a credit amount.
- 11. Net purchases will be capped at \$2000 per statement period. The maximum cash back, which can be received for a statement period, is \$10.

- Net purchases means the total purchases less sales credits (ie returns) and adjustments during a statement period and which appear on the account statement for that statement period. The calculation of net purchases does not include:
  - cash advances (which include bills paid over the counter at **our** branches, financial institutions or a post office, and the purchase of travellers cheques);
  - fees and charges under your account;
  - interest charges;
  - government fees and charges;
  - unauthorised purchases for which **you** are not liable;
  - purchases **we** decide are wholly or partly for a business purpose;
  - where **you** use **your card** as a debit card to access linked accounts.
- 13. To receive a **cash back we** must be able to make the calculation of **net purchases** over a complete **statement period**. If **you** or **we** cancel or close **your account** in accordance with the **account terms and conditions** any **cash back** accruing during the **statement period** in which the cancellation or closure occurred will be immediately cancelled and not credited to **your account**.
- 14. When in a statement period you received a refund or reimbursement of charges previously incurred on your account, and this is shown on the account statement for that statement period (for example when you return goods, or a purchase disputed by you or NAB is resolved in your favour and a credit is issued to your account), the value of the refund or reimbursement will be included in the calculation of the net purchases in that statement period.

#### When is a cash back credited to your account?

15. The cash back received in accordance with these terms and conditions will be credited to your account on the last day of the applicable statement period. It will be reflected in the account statement applicable to that statement period. As soon as the credit is made to your account it is available for your use provided your account is in sufficient credit. You must still pay the 'minimum payment' required by your account terms and conditions.

#### Our right to terminate or suspend cash back

- 16. Subject to 17 we may terminate or suspend the right to receive a cash back in accordance with these terms and conditions at any time without prior notice to you. For example, we may do this if you are in default of these terms and conditions or your account or where operational reasons require termination or suspension. We will provide you with notice as soon as practicable after the suspension or termination. During any period of suspension, you are not entitled to receive any cash back or have a cash back credited to your account.
- 17. If you are in default at the end of the statement period under the account terms and conditions we may terminate or suspend your right to receive a cash back in connection with your account.
- 18. If during a statement period your account is replaced by another credit card account type which does not include the cash back feature, these terms and conditions will no longer apply to you or the new account. In this event you are no longer eligible to receive a cash back in connection with the new account. In accordance with 13 you may

not be entitled to any **cash back** in connection with **your** replaced **account**.

## Our right to change these terms and conditions and to waive our rights

- We may change these terms and conditions (including to vary or introduce a fee or charge or to vary the method of calculation of a cash back, including any cap or percentage applicable to net purchases) by giving you at least 20 days prior written notice.
- 20. We reserve the right to waive our right to rely on any of these terms and conditions without any notice to you. We may exercise any right, power or remedy granted to us by these terms and conditions at our discretion and separately or concurrently with another right, power or remedy.

A single or partial exercise of that right, power or remedy by **us** does not prevent a further exercise of that or of any other right, power or remedy.

#### **Resolving Problems**

21. For information about resolving problems or disputes in relation to a **cash back**, contact **us** on **13 22 65**.

#### **Additional matters**

- 22. **Your account** or any **card** cannot under any circumstances be linked to any loyalty program or earn points in connection with any loyalty program.
- 23. Taxation implications may arise if **you** use **your card** or **account** for business purchases. **You** should seek **your** own independent advice on this.
- 24. All amounts referred to are in Australian dollars.
- 25. Where this **agreement** confers a discretion on **NAB**, **NAB** will exercise that discretion reasonably.

#### 26 Definitions

**account** means **your card** account described in the **card details**.

account statement means the statement of account for your account and which issues to you in connection with the account terms and conditions.

**account terms and conditions** means NAB Credit Cards Terms and Conditions as amended from time to time.

**accountholder** means a person who has entered into a **card** contract with **us** and who is entitled to receive **cash back** in accordance with **these terms and conditions**.

additional cardholder means a person you have nominated to be an additional cardholder on your account in accordance with the account terms and conditions.

**card** means any card issued by NAB in connection with **your account**.

**card details** means the letter entitled 'Credit Card Details' in which **we** offered **you your account** and which is part of **your** credit card contract.

**cash back** means the amount calculated in accordance with 9 and credited to the **account** in accordance with **these terms and conditions**.

**NAB**, we, our or us means National Australia Bank Limited ABN 12 004 044 937.

**net purchases** means the amount calculated in accordance with 12.

statement period has the same meaning as in the account terms and conditions and means the period specified on an account statement as the statement period and is the period to which the account statement relates.

**these terms and conditions** means the NAB Cash Back Terms and Conditions as amended from time to time.

you, your or yourself means an accountholder.

For more information call **13 22 65** or

### **13 BANK**

8am-8pm EST, Monday to Friday or visit us at nab.com.au



Hearing impaired customers with telephone typewriters can contact us on **1300 363 647**