

Kogan Money Credit Cards Rewards Terms and Conditions

November 2023

Kogan Money Black Card



Kogan Money Credit Cards are issued by National Australia Bank Limited (ABN 12 004 044 937, AFSL and Australian Credit Licence 230686) ("NAB"). 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.

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INTRODUCTION

These Terms and Conditions should be read in conjunction with the Account Terms and Conditions and explain how Rewards Points can be earned using Your Account and then redeemed. 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 Rewards Points.

1 Meaning of words

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

Account means Your unsecured credit facility with Us.

Account Terms and Conditions are the Terms and Conditions that relate to Your Account.

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

Bonus Rewards Points are Rewards Points available on certain Eligible Transactions in addition to the standard earn rate.

Business Days means a day which banks are open for business in Sydney, but does not include any Saturday, Sunday or public holiday.

Card means a credit card, contactless device or other device (including a smart phone) for use on Your Account and includes such a card or device issued to an Additional Cardholder.

Cardholder means You and any Additional Cardholder.

Citi means Citigroup Pty Limited (ABN 88 004 325 080), Australian credit licence 238098, unless the context otherwise requires. For example, some of the features or services provided in connection with this agreement include the “Citi” name but are provided by NAB.

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.

Earn Rate means the rate at which You earn Rewards Points on Eligible Transactions, as set out in clause 3.

Eligible Transaction means any purchase excluding (but not limited to) Cash Advances, Balance Transfers, Special Promotions, BPAY payments, refunds and chargebacks, purchases of foreign currency and travellers cheques, transactions made in operating a business, payments to other Citi branded Accounts, fees and charges such as interest and ATM charges, transactions made using Rewards 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 and therefore not an Eligible Transaction, even if that merchant is not in fact a government related entity.

Kogan or Kogan Money means Kogan Australia Pty Limited ABN 53 152 570 351.

Kogan.com Account Holder means that You hold a Kogan.com Account.

Kogan Spend means any Eligible Transactions made at Kogan.com.

NAB/Us/Our/We means National Australia Bank Limited (ABN 12 004 044 937, AFSL and Australian

Credit Licence 230686) (“NAB”) unless the context otherwise requires.

Pay with Points means to redeem a nominated number of Rewards Points by purchasing eligible items on **Kogan.com** or by converting transactions via Kogan Money Credit Cards Online and the Kogan Money Credit Cards Mobile App.

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

Rewards Points means the points earned by Cardholders on Eligible Transactions and which We will allocate to the Primary Cardholder’s Account to be redeemed for Rewards.

Rewards Balance is Your current Rewards Points balance which appears on Your monthly statement of 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 Promotions means any transaction or promotional offer We identify as a special promotion.

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.

Any other capitalised terms used in these Terms and Conditions have the same meaning as in Your Account Terms and Conditions.

2. Participation

2.1 You accept these Terms and Conditions on first use or activation of Your Account or 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 Account Terms and Conditions.

- 2.2 You are eligible to earn Rewards Points and participate in the Rewards Program, provided that:
- a) Your Account entitles You to participate;
 - b) You are a **Kogan.com** Account Holder; 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 Kogan 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 Rewards Points, and the conduct of Your Account.
- 2.4 Any Additional Cardholder on Your Account is not eligible to participate in the Rewards Program however You are able to earn Rewards Points on Eligible Transactions made by Additional Cardholders. For the avoidance of doubt, spend by an Additional Cardholder on the Account or additional Card will not accrue Rewards Points in the name of the Additional Cardholder.

3. Earning Rewards Points

- 3.1 You will only earn Rewards Points on Eligible Transactions debited to Your Account or as otherwise advised under a Special Promotion.
- 3.2 It will take up to 60 days after an Eligible Transaction has been processed by Us for Rewards Points to be allocated to You, or such other period as We may, acting reasonably, communicate to You from time to time.
- 3.3 You can redeem Rewards Points once they have been allocated to Your Rewards Balance.
- 3.4 Rewards Points are awarded in respect of Eligible Transactions as set out below. The number of Rewards Points awarded is calculated by

reference to the Australian Dollar amount of the Eligible Transaction. You will earn the following:

2 Rewards Points for each whole Australian Dollar spent on **Kogan.com**.

1 Rewards Point for each whole Australian Dollar, for all other Eligible Transactions.

- 3.5 Only purchases made at **Kogan.com** will be eligible to earn 2 Rewards Points for each Australian Dollar spent. This does not include purchases for Kogan Essentials products and services (e.g. Kogan Mobile, Kogan Internet or Kogan Energy) or purchases made at other Kogan owned websites such as Matt Blatt or Dick Smith.
- 3.6 At the end of Your Statement Period, the Rewards Points earned during that period on Your Account, will be displayed on Your statement of account.

4. Limitations on and loss of Rewards Points

- 4.1 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 Rewards Points were incorrectly credited to Your Account, the Rewards Points relating to that event will be deducted from Your Rewards Balance.
- 4.2 Rewards Points have no monetary value (unless a Reward specifically permits), do not constitute Your property, are not transferable and cannot be redeemed for cash (unless a Reward specifically permits).
- 4.3 You will not earn Rewards Points if:
- a) You are in breach of Your Account Terms and Conditions, including if Your Account is in default; or
 - b) Your Account is suspended; or
 - c) We reasonably suspect You (or an Additional Cardholder) are operating Your Account fraudulently; or

- d) Your Account is closed or cancelled (whether by Us or by You); or
- e) We have received notification that You have passed away.

4.4 You will also no longer earn Rewards Points if You cease to be a **Kogan.com** Account Holder.

4.5 We may, acting reasonably, cancel or suspend Your right to participate in the Rewards Program including the ability to earn and redeem Rewards Points, including if Your Account is closed, cancelled, or suspended. At the time We terminate Your right to earn and/or redeem Rewards Points by using Your Account, You will no longer accrue Rewards Points on Eligible Transactions or be able to redeem Rewards Points. If Your Account is returned to good standing, We will notify You that Your Account is no longer suspended (including because Your Account suspension has been lifted), and You will be able to continue to earn and/or redeem Rewards Points from the date Your suspension ends.

4.6 If You instruct Us to close Your Account and/or elect not to participate in the Rewards Program, You will cease to earn Rewards Points on Eligible Transactions and Your Rewards Balance will be cancelled immediately.

4.7 If You have a dispute in relation to the number of Rewards Points which You have been awarded in respect of an Eligible Transaction, such a dispute must be made within 12 months of the date of the Eligible Transaction or within such time as is reasonable in the circumstances. We may, acting reasonably, require You to provide documentary evidence to support Your claim.

5. Redemption of Rewards Points

5.1 Pursuant to these Terms and Conditions, You may redeem Rewards Points for eligible purchases on **Kogan.com** using Pay with Points or for certain

selected transactions via SMS, Kogan Money Credit Cards Online or the Kogan Money Credit Cards Mobile App.

- 5.2 The Rewards Points You redeem will be deducted from Your Rewards Balance.
- 5.3 We retain the right to, at any time, set minimum and, or maximum Rewards Points redemption thresholds for Pay with Points.

6. Pay with Points on Kogan.com

- 6.1 You are required to be a **Kogan.com** Account Holder, and register Your Card for “Shop with Points” with Your **Kogan.com** Account to be eligible to redeem using Pay with Points at **Kogan.com**.
- 6.2 Once You have registered Your Card, Pay with Points will appear as a payment option on selected products on **Kogan.com**.
- 6.3 Certain items at **Kogan.com** may not be available to be redeemed using Rewards Points and these items may change at any time.
- 6.4 Items purchased using Pay with Points are also subject to the **Kogan.com** Terms and Conditions and return policy, which can be found at www.kogan.com/au/tcs-landing.
- 6.5 Further redemption requirements may apply and will be disclosed to You at the time of redemption.
- 6.6 If You make a partial Rewards Points redemption, the remaining balance will be charged to Your chosen payment option by **Kogan.com**. You do not earn Rewards Points on the portion of Your redemptions made with Your Rewards Points at **Kogan.com**.
- 6.7 No chargeback rights apply for Rewards Points redemptions. For any partial Rewards Points redemptions, chargeback rights may be available for the remaining portion of Your transaction, depending on the payment option You choose.

6.8 If You make a request to redeem Rewards Points for Rewards at **Kogan.com**, this request cannot be reversed, cancelled or changed after it has been accepted.

7. Pay with Points on selected transactions

- 7.1 You may use Your Rewards Points to pay for certain selected transactions that We present to You via SMS, Kogan Money Credit Cards Online and the Kogan Money Credit Cards Mobile App.
- 7.2 Only selected transactions that You have made and that We present to You can be redeemed using Pay with Points. You must follow the instructions where You are provided with the option to pay for a selected transaction with Your Rewards Points. We will process that credit to Your Account within 2 Business Days.
- 7.3 Once You have redeemed using Pay with Points for certain selected transactions, it cannot be changed, reversed or cancelled.
- 7.4 Using Pay with Points for a selected transaction does not satisfy Your obligation to make the payment due on Your statement of account. To keep Your Account in order, You must disregard the amount of any Pay with Points Reward that has not been credited and make all payments as set out in Your Account Terms and Conditions.

8. General

- 8.1 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 Rewards Points or participation in the Rewards Program.
- 8.2 We give no warranty and accept no responsibility as to the ultimate taxation treatment of Rewards 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.

- 8.3 To the extent permitted by law, We are not responsible for Rewards You redeem under the Rewards Program, any death or injury, loss or Consequential Loss or damage from a Reward or the loss, theft or destruction of a Reward.
- 8.4 We give no warranty (whether express or implied) whatsoever with respect to Rewards provided by the Rewards Program. If a Reward is damaged or faulty when You receive it, You must contact the supplier or manufacturer and exercise any rights You may have to claim under any manufacturer's warranty for the Reward. In particular, We do not represent that any particular Reward is suitable for the purpose for which You intend to use it.
- 8.5 We may acting reasonably, vary these Kogan Money Credit Cards Rewards Terms and Conditions from time to time. For example We may:
- a) change the way You earn Rewards Points;
 - b) change the way We award Rewards Points;
 - c) change the way Rewards Points are redeemed;
 - d) introduce or change Rewards Program features, fees and conditions; and
 - e) make changes as a result of changes made by Our partners.

We will provide at least 30 days' prior notice of changes, unless We reasonably consider the change to be non-material in nature. Where the change is as a result of an increase in third party costs or the continued availability of a reward or the way in which points are redeemed (or their availability), We will give You as much notice as is reasonably practical and where possible, We will give You an opportunity to redeem points before the change takes effect. Where the change is non-material, We will either publish this on Our

website or otherwise notify You at the time You redeem Your Reward.

- 8.6 We do not accept any liability for promotional materials published, or produced directly by Kogan.
- 8.7 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 clause 8.5 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.

For more information

Visit Us at koganmoney.com.au/credit-cards.



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