

ZIP REWARDS PROGRAM - GENERAL TERMS AND CONDITIONS

Current as at 19 May 2021

Zip's Rewards Program (**Rewards Program**) is our way of rewarding you for using Zip!

1. Acceptance

You agree to comply with, and accept the terms and conditions of, these Rewards Program T&Cs (and any other T&Cs that may apply from time to time to this Rewards Program, including any specific Promotion T&Cs) on your first participation in a Promotion.

You also agree that we can communicate with you electronically about this Rewards Program (and this Rewards Program's Promotions) through the App, SMS, email and any other electronic means that is made available from time to time.

We may collect personal information about you in order to provide you with the benefits of this Rewards Program and for the purposes otherwise set out in our Privacy Policy at <https://zip.co/page/privacy>. We may use and disclose your personal information (including transaction information) for the purposes of providing direct and targeted advertising to you in connection with our Rewards Program or our services, more generally. If you do not wish to receive this information, please follow the steps in our Privacy Policy.

Our Privacy Policy explains: (i) how we store and use, and how you may access and correct personal information; (ii) how you can lodge complaint regarding the handling of your personal information; and (iii) how we will handle any complaint.

By providing your personal information to us, you consent to the collection, use, storage and disclosure of that information as described in the Privacy Policy and these Rewards Program T&Cs.

2. Who are we

This Rewards Program is offered and run by Zip.

REWARDS PROGRAM

3. What is this Rewards Program

We are now formally introducing our Rewards Program! As we said above, this is our way of rewarding you for using Zip as a payment method.

Every time you engage in an **Eligible Activity**, you are accumulating **Rewards** and on your way to meeting your **Rewards Target**.

When you reach that Rewards Target, you may ask us to redeem the value of the Rewards Target as a credit to your Zip Pay account (or to any other Zip Account or means that we make available to you, from time to time). That's right – we reward you, so you can keep using Zip at those shops you love!

You can accumulate Rewards towards the Rewards Targets by participating in our Promotions. Promotions can be used in conjunction with one another – you have the flexibility to participate in as many Promotions as you like to accumulate Rewards towards the Reward Target.

At this time, this Rewards Program only applies to eligible Zip Pay transactions. But we reserve the right to (and come on, you probably want us to) expand this Rewards Program to other Zip transactions, services or products. If we do, we will let you know (in the App or through other communications methods). If you have unsubscribed from receiving our marketing, you will not receive these notices (but don't worry, you can reach out to us by emailing hello@care.zip.co to resubscribe to marketing).

4. Reward Promotions

Here at Zip, we like to keep things fresh for you! This is why we let you accumulate Rewards via our Promotions.

These Promotions will vary – some will be longer term, general Promotions, while others will be targeted (for example, they may be linked to a specific retailer, subscription service, or activity).

Each Promotion will have a different Reward. The time it takes to meet your Rewards Target will depend on your participation in Promotions and the rate of Reward under each Promotion.

You can monitor your Reward balance in the App.

5. How do I find out what Reward Promotions are running?

We will inform you of all Promotions via our App.

Each Promotion will have its **own** T&Cs which may include:

- what Eligible Activities accumulate Rewards;
- the Reward for that Promotion;
- the Promotion period; and
- other key conditions and features.

By participating in a Promotion, you agree to be bound by the relevant Promotion T&Cs.

What is an Eligible Activity?

These may vary depending on the Promotion, but in a nutshell, any activity that accumulates a Reward under a Promotion. Of course, we can mix it up, so keep an eye on those Promotions!

How much are Rewards worth?

Again, the Reward value attached to any Eligible Activity will vary depending on the Promotion. The Reward will be outlined in each Promotion.

6. How do I redeem my Reward Target?

Via the App! Go to the Zip Rewards section of your App. You can request a redemption of your Rewards equal to the Rewards Target once you have reached or exceeded the Reward Target. You can only redeem your Rewards in amounts that equal the Rewards Target – for example, if the Rewards Target is \$30 and you have accumulated \$50 in Rewards, you can request a redemption of \$30 which will reduce your post-redemption Rewards balance to \$20.

We are not obliged to agree to your redemption request unless you comply with the Rules outlined below. If we do agree to your request, the amount of the redeemed Reward Target will:

- be applied as a credit to your Zip Account, or made available to you (other than in cash) to pay for other goods or services, within 5 Business Days of redemption. This credit is not applied to the minimum monthly payment you are required to pay under the Zip Account T&Cs.
- if applicable, appear as a transaction on your Zip statement with the following description: Reward redeemed.

Redemption of any Reward Target is subject to you complying with the below Rules and the Rewards Program T&Cs.

Unless we advise otherwise, you cannot reverse a redemption once it is made.

RULES

7. Participation

By participating in this Rewards Program and in any particular Promotion, you agree to be bound by the following rules:

8. Reward & Reward Target Rules

The maximum Reward per Eligible Activity is a monetary equivalent value of \$30. This applies to all Promotions, unless otherwise stated.

You may accumulate up to a monetary equivalent value of \$1,000 in Rewards in any consecutive 30 day period. Any accumulation above the monetary equivalent value of \$1,000 in this consecutive period is forfeited. For example, if you accumulate and redeem \$300 in Rewards on day 15 of a consecutive 30 day period, you can only accumulate and/or redeem a further \$700 in Rewards in the remaining 15 days in a consecutive 30 day period.

Your Rewards balance cannot exceed the monetary equivalent value of \$1,000 in Rewards at any time. Once this monetary equivalent value is reached, the Rewards must be redeemed (via the Reward Target) before further Rewards may be accumulated. This is always subject to the maximum accrual of a monetary equivalent value of \$1,000 in Rewards in any consecutive 30 day period.

The Reward Target is subject to change. Once you have met one Reward Target and redeemed the accumulation of your Rewards equal to the Reward Target, we will notify you of your new Reward

Target in the App. Your post-redemption Rewards balance and all subsequent accrual of Rewards will then be applied towards the new Rewards Target.

You can only redeem 6 Reward Targets in each consecutive 24 hour period.

You cannot request a redemption of (and we are not liable to you for) any Reward amount that is less than the Reward Target.

Rewards are not money or a deposit or property and cannot be sold or transferred to third parties.

Rewards are not refundable for cash if you do not redeem them prior to expiry.

9. Excluded Transactions

The Promotion T&Cs will specify the transactions that are considered to be Eligible Activities. Without limiting the criteria in the Promotion T&Cs, you agree that you cannot accumulate Rewards on:

- unauthorised transactions on your Zip Account;
- any transactions that we reasonably suspect are suspicious, fraudulent or illegal;
- wire transfers;
- betting/casino gambling;
- any other transactions reasonably determined by Zip from time to time; and
- any other transactions blocked or declined by Zip in accordance with the relevant Zip Account T&Cs.

10. Redemption Rules

Unless otherwise stated, the Rewards Target can only be redeemed as credit to your Zip Pay account which will reduce your Outstanding Balance. You will not be able to withdraw the credit from your Zip Account or convert it to cash.

We may, at our discretion, make other redemption methods available.

If your Zip Account is in arrears as at the time you redeem a Reward Target, the credit value of the Reward Target will result in a reduction of the amount you owe to Zip. This credit value is not applied to the minimum monthly payment you are required to pay under the Zip Account T&Cs – you must continue to pay us this amount in accordance with the Zip Account T&C.

11. Refund, cancellation or variation of transactions rules

Should any order, transaction, purchase, or activity associated with an Eligible Activity be cancelled, refunded, or varied in any manner (including a partial refund), Zip reserves the right to deduct the applicable Reward amount from your Reward balance by an amount that is equivalent to the cancellation, refund, or variation and the corresponding Reward amount earned for a particular Promotion (the **Adjustment Amount**). For example, if you accumulated a \$10 Reward for an Eligible Activity and that Eligible Activity that is subsequently reversed, we will reduce your Reward balance by \$10 once the reversal is processed.

If your Rewards balance is less than the Adjustment Amount, you agree that Zip may recoup the Adjustment Amount through a reduction in future Reward redemptions or debiting the Adjustment Amount from your Zip Account.

12. Rewards Program participation rules

Put simply – if you have a Zip Pay account and you have downloaded our App, you are eligible to take part in this Rewards Program. Employees, officers, directors, agents and our representatives are eligible to take part too (but sorry guys, you may be excluded from some Promotions).

We may choose to expand our participation rules at any time, at our discretion.

Participation in this Rewards Program is subject to your Zip Account remaining open and being kept in good standing - this means that we are allowing you to transact on your Zip Account. If your Zip Account is locked or you are denied access for any reason, you will be ineligible to participate in the Rewards Program or any Promotion for the period your account is locked or access is denied.

13. Exclusion and decline rules

If, acting reasonably, we believe that you (or a third party, including any Zip merchant):

- are engaging in suspicious, fraudulent, deceptive or dishonest conduct in connection with the Rewards Program or a Promotion; or
- are in breach of these Rewards Program T&Cs or any applicable Zip T&Cs (including your Zip Account T&Cs),

we reserve the right at any time to:

- exclude, cancel or block you from taking part in the Rewards Program or Promotion;
- block, cancel, delay or decline the redemption of any Rewards ;or
- where a Reward Target (or applicable Reward amount) has been redeemed as a credit to your Zip Account (or redeemed through another means):
 - reverse the redemption from your Zip Account or cancel the redemption through another means; or
 - deduct the applicable redemption value from your Reward balance. If your Rewards balance is less than the applicable redemption value, you agree that Zip may recover the applicable redemption value through a reduction in future Reward redemptions.

We may also exercise any rights that are available to us under the Zip Account T&Cs. In addition to any of the above, should you engage in behaviour that breaches your Zip Account T&Cs (including making payments into your Zip Account that result in your account being in credit), we will exercise our rights to close or deny access to your Zip Account

14. Expiry and cancellation of Rewards or Rewards Target

Any accumulated Rewards that have not been redeemed will expire 12 months after the date they were accumulated to your Rewards balance.

Any accumulated Reward will also be cancelled:

- if your Zip Account is closed by you and you have not redeemed your Rewards before this closure; or
- if Zip, acting in accordance with its rights under the relevant Zip Account T&Cs, closes or denies access to your Zip Account;
- we reasonably suspect that you accumulated the Reward in breach of the Rewards Program T&Cs or Promotion T&C, or through suspicious, fraudulent or illegal activity;
- if the Reward was accumulated as a result of suspected unauthorised use of your Zip Account;
- if we incorrectly accumulated the Reward when you did not engage in Eligible Activity; or
- on termination of the Rewards Program.

OTHER LEGAL STUFF

15. Complaints

We don't like having unsatisfied customers, so if you have any complaints relating to the Rewards Program, please reach out to our customer service team.

Details on our complaints' management processes (including contact details and timeframes) can be found here <https://zip.co/page/disputes-and-complaints>.

16. Changes to the Rewards Program T&Cs

We may vary the Rewards Program T&Cs (including Promotion T&Cs) at any time.

Unless the change is unfavourable to you, we will notify you of these variations via the App, on our Website, or any other means we make available to you, as soon as reasonably practicable and generally no later than the day of the change. Where such a change is unfavourable to you, we will provide you with at least 10 Business Days' notice via the App, on our Website or any other means we make available to you.

We may suspend or terminate the Rewards Program or any Promotion at any time on 10 Business Days' notice to you, however we may do so with a shorter notice period or no notice period if it is reasonably necessary for us to protect our legitimate business interests.

If we give you notice that we are terminating the Rewards Program, you must make all eligible Reward redemptions during this 10 Business Day period (or shorter period, as applicable), following which your Rewards will be cancelled.

17. Warranty disclaimer

To the maximum extent permitted under applicable laws, we do not make any warranties or representations on the delivery, service, quality, quantity, merchantability, suitability or availability of:

- the products or services sold on any merchant or partner websites or at any instore premises; and
- our App, Website, or any other third party service used in the provision of the Rewards Program being timely, uninterrupted, or error free.

Nothing in these conditions is intended to exclude, restrict or modify any non-excludable right or remedy you have under law including the Australian Consumer Law. Any disclaimer, exclusion, or limitation as provided for in these conditions applies to the full extent permitted by law and subject to any non-excludable right or remedy.

18. Liability

To the extent permitted under any applicable law, we (including any of our employees, officers, or agents) will not be liable for any loss or claim of any kind arising out of or in connection to the Rewards Program (including any loss, theft or destruction of Rewards or failure to supply access to the Rewards Program or a Promotion).

If we, by law, are liable for a breach of any implied term, we limit our liability to the amount of the Rewards Target.

19. Tax implications

You are solely responsible for any tax liability, stamp duty or other government charges in connection with your participation in the Rewards Program and the redemption of any Reward.

20. Governing law

The Rewards Program T&Cs are governed by the law in force in New South Wales. You submit to the nonexclusive jurisdiction of the courts having jurisdiction under that law in relation to any proceedings about or in connection with these T&Cs.

21. Definitions

The following terms and expressions used in Rewards Program T&Cs have the following meanings, except where the contrary intention appears:

'App' means the mobile application we make available to use your Zip accounts.

'Business Day' means a day that is not a Saturday, Sunday, or public holiday in New South Wales.

'Reward' is a monetary equivalent value determined by Zip and attached to an Eligible Activity.

'Eligible Activity' is a transaction, order, purchase, or activity that is (a) authorised by Zip and (b) part of Promotion that will accumulate a Reward.

'Outstanding Balance' means the difference between all amounts credited to and all amounts debited from your Zip Account.

'Promotion' is a collective term we use to refer to any of our promotions. Each Promotion is unique and allows you to earn Rewards.

'Promotion T&Cs' sets out the 'Eligible Activity,' promotion period, Reward and any other special conditions specific to that Promotion.

'Rewards Program' is the overarching program which sets out how you can earn Rewards through our Promotions.

'Rewards Program T&Cs' includes these T&Cs and any specific Promotion T&Cs.

'Rewards Target' is the minimum monetary value of Rewards that must be accumulated before you can request a redemption. We will notify you of your Rewards Target in the App and may change this amount from time to time in accordance with these Rewards Program T&Cs.

'T&Cs' means terms and conditions.

'Zip' ('we', 'us', or 'our') means ZipMoney Payments Pty Ltd ABN 58 164 440 993 Australian Credit Licence Number 441878.

'Zip Account' means any Zip account (including a Zip Pay account) that we allow you to use for an Eligible Activity.

'Website' means zip.co or any other website that we may make available to you from time to time.

22. Interpretation

For the purposes of Rewards Program T&Cs;

- the singular includes the plural and vice versa;
- the words "include" or "including" are not used as, nor are they to be interpreted as, words of limitation, and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind;
- all references to \$ or dollars are to Australian dollars; and
- reference to a 'third party' includes an individual, corporation, an unincorporated association, government, state or agency of state, association, partnership, joint venture, or firm.