



## **ANZ Optimum Card Rebate Programme Terms and Conditions**

### **Definitions**

1. In these terms and conditions, unless the context otherwise requires, terms used in these terms and conditions but which are not defined in these terms and conditions shall have the same meanings as ascribed to such terms in the Cardmember's Agreement. In addition:

"Bank" means Australia and New Zealand Banking Group Limited, Singapore Branch;

"Card" means the ANZ Optimum World MasterCard Credit Card issued by the Bank and includes Supplementary Cards where the context requires;

"Card Account" means the account opened with the Bank in respect of the Card;

"Cardmember" means a person to whom a Card is issued and includes the Supplementary Cardmember where the context requires;

"Programme" means the ANZ Optimum Rebate Programme;

"Retail Spend" means a purchase of any goods or services by the use of the Card and may include or exclude any Card Transaction as may be reasonably determined by the Bank; and

"Reward" means any goods, services, benefits, arrangements or other privileges (including, without limitation, payment of annual cardmembership fees or rebate), as may be determined by the Bank in its reasonable discretion, which may be redeemed under the Programme.

### **Participation**

1. A Cardmember whose Card Account is in good standing and conducted in a proper and satisfactory manner as determined by the Bank in its sole discretion, is entitled to participate in the Programme when the Card is issued to him, For the avoidance of doubt, Cardmembers whose Card Account(s) is/are not active, not valid, not subsisting or not in good standing or which are otherwise determined by the Bank as being delinquent or unsatisfactory conducted for any reasons as may be determined by the Bank at its discretion, will not be eligible to participate in the Programme.
2. If the Principal Cardmember's Card Account is terminated at any time for any reason, whether by the Principal Cardmember or the Bank, the Principal Cardmember and the Supplementary Cardmember will forthwith be disqualified from participating in the Programme and all unused Optimum\$ then accrued shall automatically be cancelled and forfeited, without further notice from the Bank. At the point of Card Account closure, outstanding Optimum\$ owing to the Bank will be debited from the Principal Cardmember's Card Account at a rate of 1 Optimum\$ = S\$1.00, and the Principal Cardmember shall be liable to make immediate payment.
3. If a Supplementary Card is terminated at any time for any reason, the Principal Cardmember will not be disqualified from participating in the Programme.



4. If the Cardmember's Card Account is inactive for twelve (12) calendar months or more as may be determine by the Bank at its discretion, the Principal Cardmember and Supplementary Cardmember will be forthwith be disqualified from participating in the Programme and all unused Optimum\$ then accrued shall automatically be cancelled and forfeited, without further notice from the Bank.

### Issuance of Optimum\$

1. Subject to these terms and conditions, Cardmembers can earn Optimum\$ from two mutually exclusive tiers: Core and Category Tiers.
2. Transactions not eligible for Optimum\$ include, but are not limited to, cash advances, loan on card, finance charges, late payment charges, balance transfer, interest-free instalment payment plan, insurance plan payment(s), EZ-Link/TransitLink transactions, brokerage/securities transactions, online gaming transactions and/or other unauthorised charges which the Bank may add to, or remove from, the above list of eligible charges and transactions from time to time at its reasonable discretion. The Bank's decision as to what constitutes an eligible Retail Spend shall be final and conclusive.
3. Under the 1% Core Tier, Cardmembers will be awarded 0.1 Optimum\$ for every S\$10.00 (or equivalent foreign currency) of Retail Spend charged to the Cardmember's relevant Card Account, which is also equivalent to 1% of the Retail Spend. Spend made in foreign currency will be subject to exchange rate fluctuations and will be based on the Bank's conversion rate.
4. Under the 5% Category Tier, Cardmembers will be awarded 0.5 Optimum\$ for every S\$10.00 (or equivalent foreign currency) of Retail Spend in the selected Category charged to the Cardmember's relevant Card Account, which is also equivalent to 5% of the Retail Spend. Spend made in foreign currency will be subject to exchange rate fluctuations and will be based on the Bank's conversion rate.
5. To be eligible for the Optimum\$ awarded under the 5% Category Tier, Cardmembers must select 1 of 4 Categories (refer to Table 5A) by the 25th of the month (on or before 2359 Hour Singapore Time) before the start of a calendar quarter as indicated in Table 5B via the following channels: ANZ Rewards website or ANZ Optimum Card website.

Table 5A

5% Category for Selection	Merchants with main business activity classified as follows:
Groceries	Groceries and Supermarkets
Travel	Airlines and Travel Agencies
Shopping	Clothing, Shoes and Bags (Departmental Stores excluded)
Dining & Leisure*	Dining & Bars, Hotels and Movies

\* For the avoidance of doubt, spend incurred for wedding banquets are not eligible for Optimum\$.

Table 5B

Calendar Quarter	5% Category Selection due on or before (2359 Hr SG Time)
1 <sup>st</sup> January to 31 <sup>st</sup> March	Every 25 <sup>th</sup> December
1 <sup>st</sup> April to 30 <sup>th</sup> June	Every 25 <sup>th</sup> March
1 <sup>st</sup> July to 30 <sup>th</sup> September	Every 25 <sup>th</sup> June
1 <sup>st</sup> October to 31 <sup>st</sup> December	Every 25 <sup>th</sup> September

6. The classification of a merchant's main business activity as set out in Table 5A is dependent on the Merchant Category Code (MCC) assigned by the entity providing the point-of-sale terminal to that merchant ("Acquiring Entity"). Such MCC is provided by MasterCard or Visa as a guide to the Acquiring Entity, and the assigning of the relevant MCC is at the Acquiring Entity's and/or MasterCard or Visa's discretion and may be changed without notice.
7. The Bank shall award Optimum\$ in accordance with the MCC assigned to the transaction and shall not be held responsible in any way whatsoever in the event that the MCC provided by the Acquiring Entity is inaccurate or subsequently amended. For the avoidance of doubt, the Bank shall not award any additional Optimum\$ or adjust the number of Optimum\$ awarded for a transaction in such situations.
8. In the event of multiple selection requests received by the 25th of the month before the start of a calendar quarter, only the last Category selection requested by Cardmember on or before the due date will be valid. Selected Category will be valid for one calendar quarter only. Thereafter, Cardmembers who do not select a Category before the due date for the next calendar quarter, will only be awarded Optimum\$ under the Core Tier in that calendar quarter and each subsequent calendar quarter until a Category selection is eventually made.
9. For New-to-Bank Cardmembers, the Category selected upon application will be valid for the remaining calendar quarter (based on the date of application approval) and the subsequent calendar quarter. Thereafter, Cardmembers who do not select a Category on or before the due date for the following calendar quarter, will only be awarded Optimum\$ under the Core Tier in that calendar quarter and each subsequent calendar quarter until a Category selection is eventually made.
10. Optimum\$ will be computed and accumulated daily. Optimum\$ will be computed based on transaction posting date and will be rounded down to the nearest 0.1 Optimum\$. The maximum amount of Optimum\$ that may be awarded for a Retail Spend shall be 30 Optimum\$.
11. The accumulation of the Optimum\$ will be rounded down to the nearest 1 Optimum\$ on each Card statement date. There is no limit to the total Optimum\$ accumulated and no limit on the number of transactions that can be made, for each statement cycle.
12. A summation of the Optimum\$ awarded in a statement cycle, will be computed and credited only on that relevant Card statement date.
13. Optimum\$ accumulated under the Card Account may be automatically deducted to offset Cardmember's Card annual fee when the annual fee is due. Sufficient



Optimum\$ must be set aside if Cardmember would like to use the Optimum\$ to apply for waiver of the annual fee.

14. Optimum\$ accumulated on the Card will be valid only during the respective 3-year period in which such Optimum\$ were earned, beginning from the date the Card Account of the Principal Cardmember is opened and with such subsequent periods running successively thereafter.
15. Any reversals of transactions including but not limited to refunds or chargebacks of Retail Spend will not be entitled to Optimum\$. Should there be any subsequent transaction reversals or refunded Retail Spend, resulting in Optimum\$ being owed to the Bank, the Bank reserves the right to debit the Card Account for the Optimum\$ credited and/or charge the Cardmember the monetary value of such Optimum\$. The Bank shall be entitled to debit such Optimum\$ even if such debiting causes the Card Account to have a negative Optimum\$ balance.
16. For the purpose of the above clause, the debiting of Optimum\$ for a reversed transaction or refunded Retail Spend will be computed using the percentage rate that is being used to award Optimum\$ for that particular Category of which the reversed transaction or refunded Retail Spend falls within at the time of the reversal or refund.
17. The Bank shall be entitled to charge the Cardmember and debit the Card Account for any negative Optimum\$ balance in the Card Account at S\$1 for each negative Optimum\$ balance.
18. All Optimum\$ will be credited to the Card Account of the Principal Cardmember. Retail Spend debited and posted to the account of all Supplementary Cardmembers will be taken into consideration and attributed to the Principal Cardmember.
19. Provided that the Card Account is in good standing as determined by the Bank and that there are sufficient Optimum\$, a Cardmember may select and redeem more Rewards, based on the qualifying Optimum\$ amount specified in the Programme and during the Programme period, via such redemption channels as the Bank may from time to time inform the Cardmember. The Cardmember agrees that the use of any redemption channels will be governed by its applicable terms and conditions.
20. The accumulation and usage of Optimum\$ shall be specified in the Cardmember's Card monthly statement. Unless expressly stated herein, Optimum\$ are not transferable and not exchangeable for cash or credit unless expressly provided for in an applicable redemption programme.
21. Optimum\$ accumulated under the Card Account will be (i) forfeited and/or (ii) will not be awarded when such Card Account is closed or is not in good standing in the opinion of the Bank, or the Card has expired or ceased to be effective, or a breach of the Cardmember Agreement has occurred. In such event, any outstanding redemption request whether received before or after Cardmember's Optimum\$ have been forfeited shall not be processed.

### **Redemption of Cash Rebate**

1. The Cardmember can utilise his Optimum\$ to redeem cash rebate and these cash rebate can only be utilised to offset future retail purchases made using the Card. Cash rebate cannot be used to offset Flexiplan, Instalment Payment Plan (IPP), cash advance, fund transfer, interest and any fee charges.



2. 1 Optimum\$ is equivalent to S\$1 cash rebate, unless otherwise stated. Redemption of cash rebate shall be subject to a minimum of 50 Optimum\$ and must be made in multiples of 50 Optimum\$.
3. The Cardmember agrees that the Bank may at its reasonable discretion and at any time, amend the minimum Optimum\$ required to make such cash rebate redemptions. The Cardmember shall be responsible for checking the redemption rate at the time of redemption.
4. The Bank may take approximately seven (7) working days to process a cash rebate redemption request. The cash rebate will be credited to the Cardmember's Card Account and reflected in his statement of account within seven (7) working days after his redemption request is received by the Bank.

### **General**

1. The Bank is entitled in its reasonable discretion, at any time and from time to time, to withdraw, vary or substitute any Reward.
2. Notwithstanding anything in these terms and conditions, the Bank and all participating merchants reserve the right at any time in their reasonable discretion and without prior notice to determine and/or amend, by addition to, subtraction from or variation of, these terms and conditions, including but not limited to the eligibility terms and criteria, and the timing of any act to be done, and all Cardmembers shall be bound by these amendments with effect from such date as the Bank may determine.
3. Any abuse or fraud in respect of the issuance of Optimum\$ or redemption of Rewards (including any Mileage redemption), may result in the cancellation and forfeiture of accrued Optimum\$ and/or any Rewards issued, as well as the termination of the relevant Card Account.
4. Without prejudice to any of the Bank's rights and remedies, the Bank is entitled, at any time, in its reasonable discretion and without giving any reason, to terminate the Programme or withdraw, cancel or invalidate any Reward and/or Optimum\$ already issued.
5. No instruction by the Cardmember regarding the use of Optimum\$ can be altered, reversed, or cancelled once the Rewards redemption request has been processed.
6. The Bank is not liable if it is unable to perform its obligations under these terms and conditions, due directly or indirectly to the failure of any machine or communication system, industrial dispute, war, Act of God, or anything outside the control of the Bank, its agents or any third party. The Bank shall not be responsible for any delay in the transmission to the Bank of evidence of Retail Purchases by the participating merchants or any other third party.
7. The Bank shall be entitled without liability to the Cardmember or any third party to extend any processing time for the card application or redemption requests.
8. In case of dispute, the Bank reserves the right to decide on the eligibility of all such redemption/purchase requests. The decisions of the Bank on all matters relating to the Programme are final, conclusive and binding and no correspondence will be entertained.
9. The Bank is not an agent of any participating merchant, agent or service provider and is not liable for the quality, merchantability, the fitness for any purpose or any other aspect of any products or services provided by third parties. Any dispute between the Cardmember and any of such third parties, in respect of any products



or services shall be resolved directly between the Cardmember and that party. The Bank shall not be liable to the Cardmember for any loss, cost of damages of any kind resulting from the use of any products or services.

10. The Cardmember hereby authorises the Bank to disclose information regarding himself and his Card Account(s) to such third parties as the Bank deems necessary for the purposes of the Programme.
11. The Bank's records of all matters relating to the Programme shall be conclusive and binding on the Cardmember. The Bank is entitled, for any reason and at any time, without liability or prior notice, to suspend the calculation, accrual or redemption of Optimum\$, to rectify any errors in the calculation, or otherwise adjust such calculation.
12. In the event of any inconsistency between these terms and conditions and any brochure, marketing or materials relating to this Programme, these terms and conditions shall prevail.
13. Terms and conditions of the Cardmember's Agreement and ANZ General Terms and Conditions apply.
14. The Bank reserves the right to cancel, terminate or suspend this Programme at any time in its reasonable discretion
15. These terms shall be governed by the laws of Singapore and the Cardmember hereby submits to the non-exclusive jurisdiction of the courts of Singapore. A person who is not a party to these terms shall have no right under the Contract (Rights of Third Parties) Act (Cap. 53B) to enforce any of these terms.