

# DAVID JONES

The important stuff

David Jones Icon

David Jones Premiere

David Jones Prestige

**Conditions of  
Use and Credit Guide**

November 2023

## Credit Guide

David Jones unsecured credit card products are issued by Latitude Finance Australia ABN 42 008 583 588 Australian Credit Licence Number 392145 ("we", "us", "our", "Latitude") and promoted by David Jones Limited (ABN 75 000 074 573). This credit guide gives you some information about our responsible lending obligations and dispute resolution procedures. If you have any queries, you can locate our contact details at [www.latitudefinancial.com.au/creditcardshelp](http://www.latitudefinancial.com.au/creditcardshelp).

### **We will not make an unsuitable contract with you.**

We are not permitted to enter into a credit contract or increase the credit limit of an existing credit contract if the contract would be unsuitable for you. A contract will be unsuitable for you if at the time of our assessment it is likely that you will be unable to comply with your financial obligations under the contract or could only do so with substantial hardship, or if the contract will not meet your requirements and objectives.

In order to ensure that we do not enter into a contract with you that is unsuitable, we are required to make reasonable inquiries about your financial situation, your requirements and objectives and to take reasonable steps to verify your financial situation.

### **We will make an assessment that the contract is not unsuitable for you.**

We are required to assess that the credit contract is not unsuitable for you before we enter into the contract or agree to increase your credit limit.

You may also request a copy of the assessment within 7 years of the date the contract is entered into or your credit limit is increased. If your request is made within 2 years, we will provide you with the assessment within 7 business days of your request, otherwise we will provide you with the assessment within 21 business days. We will not charge you a fee for providing the assessment.

### **If you have a dispute in relation to your credit contract.**

If you have a complaint, please contact us first. We have a free internal dispute resolution procedure which you can access by telephoning us on 1300 369 340 or by writing to Latitude Finance Australia at Level 18, 130 Lonsdale Street, Melbourne, VIC 3001.

To help ensure we address your complaint quickly please provide us with your name, address and account number and all the relevant information relating to your complaint. Once we are aware of your complaint our staff will take the appropriate steps to address your concerns straight away. If the staff member is not able to resolve this with you immediately the matter will be further investigated and all reasonable steps will be taken to resolve the matter with you or your authorised representative.

If however, you are not satisfied with the outcome of your complaint, our external dispute resolution provider is the Australian Financial Complaints Authority ("AFCA") and can be contacted at 1800 931 679, <http://www.afca.org.au/> or at GPO Box 3, Melbourne VIC 3001 (Australia).

## Contents

### Part A: Information about these Conditions of Use..... 4

- 1 Establishing the credit contract and account..... 4
- 2 When are you bound by the credit contract? ..... 4

### Part B Information about cards and your account ..... 4

- 3 What can a card be used for?..... 4
- 4 Cash advances and the cash limit..... 4
- 5 Can additional cards be issued? ..... 4
- 6 Card ownership, expiry and reissue..... 5
- 7 What is your credit limit?..... 5
- 8 Treatment of amounts debited to your account..... 5
- 9 Statements of account and statement periods..... 5

### Part C Information on fees and charges ..... 5

- 10 What fees and charges apply?..... 5
- 11 Can fees and charges change or new ones be introduced? ..... 6

### Part D Payments ..... 6

- 12 What is the minimum amount you must pay for each statement period? ..... 6
- 13 How is the minimum monthly payment calculated? ..... 6
- 14 How is the overdue amount calculated? ..... 6
- 15 How is the overlimit amount calculated?..... 6
- 16 From when do you get credit for a payment? ..... 6
- 17 How are payments applied? ..... 6
- 18 How are refunds processed and applied? ..... 7

### Part E Interest ..... 7

- 19 When will interest not be charged on Purchases, general fees and relevant amounts?..... 7
- 20 How is interest calculated? ..... 7
- 21 Interest on fees..... 7
- 22 Can an annual percentage rate change?..... 7
- 23 How frequently will interest be debited?..... 7
- 24 How will you know what the interest is for a statement period?..... 8

### Part F Promotional offers ..... 8

- 25 How do promotional offers work? ..... 8

### Part G Defaults, cancellation or suspension of the card and closure of the account..... 8

- 26 What happens on default? ..... 8
- 27 When can a card be suspended or cancelled or an account closed?..... 8

### Part H: General Conditions..... 9

- 28 Additional benefits and services..... 9
- 29 Security..... 9
- 30 Liability for unauthorised EFT transactions..... 9
- 31 Liability for unauthorised transactions which are not EFT transactions ..... 9
- 32 Some cases when we are not liable ..... 10
- 33 We may act on your instructions..... 10
- 34 You must advise us of a change in contact details..... 10
- 35 Compliance with legislation..... 10
- 36 Changes to the credit contract..... 10
- 37 Is it possible for credit contract terms to be waived?..... 10
- 38 Access to information..... 10
- 39 Notices..... 10
- 40 Effective dating and adjustments..... 10

- 41 Dispute resolution..... 11
- 42 Transfer of the former David Jones card..... 11
- 43 Electronic Communications ..... 11
- 44 Our Conduct..... 11
- 45 Interpretations..... 11

### Information Statement..... 13

- 1 How can I get details of my proposed credit contract? ..... 13
- 2 How can I get a copy of the final contract?..... 13
- 3 Can I terminate the contract?..... 13
- 4 Can I pay my credit contract out early?..... 13
- 5 How can I find out the pay out figure? ..... 13
- 6 Will I pay less interest if I pay out my contract early?..... 13
- 7 Can my contract be changed by the credit provider?..... 13
- 8 Will I be told in advance if the credit provider is going to make a change in the contract? ..... 13
- 9 Is there anything I can do if I think that my contract is unjust?..... 14

### General..... 14

- 10 What do I do if I cannot make a repayment? ..... 14
- 11 What if the credit provider and I cannot agree on a suitable arrangement?..... 14
- 12 Can the credit provider take action against me?..... 14
- 13 Do I have any other rights and obligations? ..... 14

### Important Privacy Information ..... 15

### David Jones credit card Rewards Terms and Conditions ..... 20

- 1 General information ..... 21
- 2 Program participants ..... 21
- 3 Earning points..... 21
- 4 Bonus points..... 22
- 5 Points redemption and deduction ..... 22
- 6 Obtaining rewards..... 22
- 7 Types of rewards..... 23
- 8 Digital gift cards ..... 23
- 9 Points for credit..... 23
- 10 Pay with points..... 23
- 11 Transfer of points ..... 23
- 12 Managing points..... 24
- 13 General ..... 24
- 14 Dispute resolution..... 24
- 15 Definitions ..... 24

This document does not contain all the precontractual information **we** are required by law to give you. Further terms and conditions are in the **financial table** and the Other Information provided with it.

Words printed like **this** are explained in 42 together with some other key words. **We** strongly recommend that **you** read these Conditions of Use and the **financial table** and Other Information carefully and ensure that any **additional cardholder** also does so.

If **you** have any questions, please contact **us**.

## Part A: Information about these Conditions of Use

### 1 Establishing the credit contract and account

We offer to provide **you** with credit and open an **account** in your name on the terms set out in these Conditions of Use and the accompanying **financial table** (the two documents which together make up the **credit contract**). We will issue **you** (and any **additional cardholder** that **you** have nominated) with a **card** and **PIN** for use on the **account**.

### 2 When are you bound by the credit contract?

**You** are bound by the **credit contract** when **you** or any **additional cardholder** use the **account** to authorise a transaction or activate **your card**.

## Part B: Information about cards and your account

### 3 What can a card be used for?

3.1 A **card** can be used to obtain credit from us:

- a) to pay for all or part of the price of goods and services;
- b) for **BPAY payments**;
- c) subject to section 4, for **cash advances**, and

where the relevant **supplier**, financial institution or **electronic banking terminal** accepts **Mastercard** credit card, or as otherwise nominated by us.

A supplier, financial institution or electronic banking terminal may not accept a Mastercard credit card for any or all transactions;

3.2 A **card** can only be used to obtain credit if:

- a) the **card** is presented to the **supplier** or financial institution; or
- b) the **supplier** or financial institution is given details of the **card** in some other way we have approved (for example we might allow details to be given over the telephone, on an order form or electronically);

and the person using the **card** or supplying the details is, or purports to be, the relevant **cardholder**.

3.3 A **card** presented to a supplier or financial institution may be accepted only if:

- a) it is activated in accordance with our procedures, signed by the **cardholder** and is used prior to the expiry date on the face of the **card**;
- b) the **cardholder** signs a voucher and the signature matches the signature on the **card** or the **cardholder** enters the **PIN**;
- c) we have not taken any default action under 26.1;
- d) the **account** has not been closed under 27 or use of the **card** has not been suspended or cancelled under 27.2; and
- e) any identification required by the **supplier** or financial institution is provided or other credit card restrictions imposed by a **supplier** or financial institution are satisfied.

3.4 **Cardholders** may be required at any time to provide certain identity and other information if **we** reasonably request it and the facility may be suspended until this information is provided.

3.5 **You** are liable to **us** for the amount of a **purchase** or **cash advance** from the date **we** assign to the transaction in accordance with 40.1, and the credit **we** provide in respect

of those amounts is payable in accordance with this **credit contract**.

3.6 For any transaction, if the **card** is used in conjunction with the **PIN**, the transaction is treated as being made or authorised by **you**. See Part H on how **you** may dispute an **unauthorised transaction**.

3.7 We may replace your **card** with a **card** which displays a different payment scheme logo or another logo associated with a payment scheme as long as we reasonably think you will get the same or a better service with that **card**.

3.8 A **card** must be used wholly or predominantly for personal, domestic or household purposes.

3.9 **You** must ensure the chip on a **card** is protected at all times from misuse including tampering, damage, destruction or any form of unauthorised use. Only **you** can use the chip on a card for any of the available services. **Your card** may be subject to forfeiture if the chip is used by anyone other than **you**.

3.10 **You** may pay bills using the **BPAY® scheme** through the **Latitude Service Centre** or in any other way that **we** advise **you** of in writing.

3.11 In order to use the **BPAY scheme** **you** must first register for the **Latitude Service Centre** and accept the **Latitude Service Centre** terms and conditions.

3.12 **Your** use of the **BPAY scheme** is governed by the credit contract and the **Latitude Service Centre** terms and conditions (as varied). **You** will be given a copy of the **Latitude Service Centre** terms and conditions when **you** register for the **Latitude Service Centre**. If there is any inconsistency between the terms and conditions applying to the **account** and the **Latitude Service Centre** terms and conditions, the **Latitude Service Centre** terms and conditions will apply to the extent of that inconsistency.

### 4 Cash advances and the cash limit

If we permit you to obtain **Cash Advances** with your card, then:

4.1 The minimum amount of a **cash advance** may vary between **suppliers** and financial institutions. A daily limit may apply to **cash advances** a **cardholder** may obtain on any day.

4.2 Before a **cash advance** is processed, **you** or any **additional cardholder** may be required by the financial institution to provide identification in accordance with their operating procedures.

4.3 We may also decline requests for **cash equivalent transactions** or, at any time, impose any condition on **cash equivalent transactions**, at our discretion to **deal with a serious risk**.

4.4 Your **cash advance balance** must not at any time exceed the **cash limit**. We may reduce the **cash limit** at any time to **deal with a serious risk** at our discretion and without **your** consent. **We** may suspend or withdraw the **cash advance** facility to **deal with a serious risk** at any time. We will give you notice in your next statement of account after we reduce the **cash limit** or suspend or withdraw the **cash advance** facility.

### 5 Can additional cards be issued?

5.1 **We** may issue an **additional card** to anyone over the age of 16 that **you** nominate. **You** authorise an **additional cardholder** to obtain credit in every way **you** are able to and each use of such a **card** is subject to the **credit contract**.

5.2 You will be liable for any use of a **card**, and any breach of the **credit contract**, by an **additional cardholder**. However, **you** will not be liable if the **additional cardholder's** right to use the **card** was previously withdrawn in accordance with 5.3.

5.3 An **additional cardholder's** right to use a **card** will be withdrawn (and the **card** cancelled) when **you** have notified **us** **you** want that to happen.

## 6 Card ownership, expiry and reissue

6.1 Each **card** is our property. **You** must cut each **card** diagonally in half on demand. **You** should destroy any **card** when the expiry date on it has passed by cutting it diagonally in half and disposing of it securely.

6.2 **We** may issue a new **card** to **you** or to an **additional cardholder** at any time. This includes re-issuing a **card** because an existing **card** has reached, or will soon reach, its expiry date, and replacing a **card** which has been reported to **us** as a lost or stolen **card**. All such cards are subject to the **credit contract**. **We** reserve the right not to reissue or replace a **card**.

## 7 What is your credit limit?

7.1 **Your credit limit** is the maximum amount of credit you can access. **Your credit limit** is set out in the **financial table**.

7.2 **We** may increase **your credit limit** either generally or for a specified period or until a specified time at **your** request or with **your** consent in any form required by law.

7.3 **We** may also reduce **your credit limit** at any time without **your** consent to **deal with a serious risk**.

7.4 Transactions made by **you** or any **additional cardholder** must not exceed the **credit limit** without **our** prior approval. **You** must promptly pay the amount of any excess of the outstanding balance on **your account** over **your credit limit**. This clause 7.4 does not apply where you are in excess of the **credit limit** only because we have reduced your **credit limit** below the amount outstanding.

However, this obligation applies notwithstanding 15. The latter clauses deal with the situation where **you** have not met **your** obligations under this clause.

7.5 **You** are entitled to reduce **your credit limit** at any time by contacting **us** directly or via our website. **We** will only reduce **your credit limit** to an amount that is equal to or greater than the minimum credit limit for **your card** (as detailed in the Key Fact Sheet for your **card**). **We** may also communicate with you reasonable steps that **you** must take (for example reducing your balance) before we complete your request, which we will do as soon as practicable.

## 8 Treatment of amounts debited to your account

8.1 **Your account** will be debited with, and you agree to pay to **us**, the following amounts when they fall due:

- the amount of each **purchase**, of each **cash advance**;
- interest calculated under Part E;
- fees and charges described in Part C; and
- any other amounts owing under the **credit contract**.

## 9 Statements of account and statement periods

9.1 A statement of account will be issued to **you** at a predetermined date each month after the end of each **statement period** (that is a period determined by **us**) unless the law says we do not have to. **We** may also issue statements of account to **you** at **your** request (we may

charge a fee for doing so).

9.2 **Your** statement of account will be mailed to **you**. However, if **we** establish facilities that will enable you to obtain electronic statements of account from us (instead of paper statements of account) **we** will notify you of this option and let **you** know how **you** can elect to obtain electronic statements of account.

9.3 The interest for a **statement period** will be debited monthly to the **account** as at the last day of each **statement period**. It will be calculated for each day of the relevant **statement period** and will be shown on **your** statement of account.

9.4 Amounts on **your** statement of account will be expressed in Australian dollars.

9.5 A **purchase** and a **cash advance** and any other charge incurred in a currency other than United States dollars will be converted into a United States dollar equivalent as at the date it is processed by Mastercard International Incorporated®. Those United States dollar equivalents and any **purchase, cash advance** or other charge incurred in United States dollars will be converted to an Australian dollar equivalent at our discretion by:

- Mastercard International Incorporated® as the date of processing in the United States; or
- us** as the date processing in Australia.

The relevant fees set out in the **financial table** will apply.

9.6 **You** should promptly check all entries on **your** statement of account. **You** should report any apparent error or possible unauthorised use of the **account** to **us** immediately and preferably no later than 45 days from the date you become aware of the error or possible unauthorised use, to enable us to assist with resolving the issue.

## Part C: Information on Fees and Charges

### 10 What fees and charges apply?

10.1 Subject to 11, **you** must pay the following credit, and other fees and charges when they fall due:

- those described in the **financial table**, as changed under 11.1;
- those imposed under 11.2, as changed under 11.1;
- an amount equivalent to government charges and duties on receipts received, or withdrawals made, in connection with **your account**, the amount of which is calculated in accordance with relevant legislation;
- where, for GST purposes **we** make a taxable supply to **you**, **you** must pay, in addition to any GST-exclusive consideration for that taxable supply an additional amount to be calculated by multiplying that GST-exclusive consideration by the prevailing GST rate; and
- reasonable enforcement expenses, reasonably incurred by **us** in enforcing the **credit contract** to recover a payment due under it, including enforcement expenses reasonably incurred using **our** staff and facilities (these expenses are due on demand and must be paid promptly).

10.2 Any fee or charge payable by **you** will be debited to the **account** at the time stated in the **financial table** or when it is due and payable by **you**. A government fee or charge and any other third-party fee or charge incurred by **us** is due and payable to **us** from the date **we** incur it. It is not refundable once debited or paid.

**11 Can fees and charges change or new ones be introduced?**

- 11.1 We may, at any time, change the amount, frequency or time for payment of a fee or charge under the **credit contract**, if **we** apply those changes generally to a type of product, a type of product feature, or a class of customers.
- 11.2 **We** may also impose new fees and charges in connection with:
- the **credit contract**;
  - the use of a **card**;
  - any transaction concerning the **account**; or
  - the provision of credit by **us** to **you** under the **credit contract**,
- if **we** apply those changes generally to a type of product, a type of product feature, or a class of customers.
- 11.3 Subject to 11.5, **we** will notify **you** of a unilateral change by **us** in the amount of a fee or charge or a new fee or charge by:
- giving **you** particulars in writing; or advertising the change in a newspaper circulating throughout Australia,
  - at least 20 days before the change takes effect.
- If **we** give **you** newspaper notice **we** will also notify **you** of the change before or when the next statement is sent to **you** after the change takes effect.
- 11.4 Subject to 11.5, **we** will also give **you** particulars in writing of any unilateral change by **us** in the frequency or time for payment of a fee or charge no later than 20 days before the change takes effect.
- 11.5 **We** need not give **you** notice under 11.3 and 11.4 if the change reduces **your** obligations or extends the time for payment. In that case **we** may instead advise **you** of the change before or when the next statement of account is sent to **you** after the change takes effect.
- 11.6 We may waive a fee or charge under the **credit contract** at any time without notice to you.

**Part D: Payments**

**12 What is the minimum amount you must pay for each statement period?**

- 12.1 **Your** statement of **account** for a **statement period** will set out the minimum amount payable for that statement period (shown on your statement of **account** as the "total amount due"), how **you** may pay it and by when it must be paid.
- The total amount due will consist of:
- your **minimum monthly payment** - is payable by the **due date** shown on the relevant statement of **account**;
  - any **overdue** amount – this amount is payable immediately;
  - any **overlimit** amount – this amount is payable immediately; and
  - any other amount due under the **credit contract** which is payable on demand (such as enforcement expenses under 10.1(e).
- 12.2 The way in which the minimum amount payable is calculated is set out in the **financial table**.
- 12.3 Payments must be in Australian dollars in Australia and made in a form acceptable to **us**.

- 12.4 **We** may change at any time the amount or frequency or time for payment, or the method of calculation, of payments under the **credit contract** if we apply those changes generally to a type of product, a type of product feature, or a class of customers. **We** will give **you** notice in writing of any such change no later than 20 days before the change takes effect.
- 12.5 **We** need not give **you** notice under 12.4 if the change reduces **your** obligations or extends the time for payment. In this case, **we** may instead advise **you** of the change before or when the next statement of account is sent to **you** after the change takes effect.
- 12.6 To the maximum extent allowed by law, **you** shall not be entitled to set off any amounts **we** owe **you** against amounts **you** owe **us** under the **credit contract**. **You** will need to pay any money that is due and that **you** are required to pay under the **credit contract** in full without deducting amounts **you** claim are owing to **you** by **us** or any other person.

**13 How is the minimum monthly payment calculated?**

- 13.1 Your **minimum monthly payment** for a **statement period** is:
- the **adjusted closing balance** if it is more than \$0 but less than \$30; or
  - 3% of the **adjusted closing balance** or \$30 (whichever is greater), plus, any **instalment payment** due for that **statement period**.

**14 How is the overdue amount calculated?**

The **overdue** amount for a **statement period** is any unpaid part of a **minimum monthly payment** due in a previous **statement period**.

**15 How is the overlimit amount calculated?**

The **overlimit** amount is the excess of the **closing balance** at the relevant **statement date** over **your credit limit**.

**16 From when do you get credit for a payment?**

- 16.1 **We** will give **you** credit for any payment **you** make from and including the date **we** receive the payment or proceeds of the payment. In the case of processing funds paid by cheque this may take up to 5 business days. If **you** use BPAY® to pay it may take up to 3 business days for **us** to receive **your** payment. The time taken may vary depending on your financial institution.
- 16.2 However, if **your** payment is not accompanied by a reasonable means of **us** identifying the **account**, **we** may only give **you** credit for it from the time you supply **us** with satisfactory evidence that the payment should be credited to the **account**.

**17 How are payments applied?**

- 17.1 Subject to 16, if more than one **annual percentage rate** applies to amounts that have appeared on a statement of account **we** will apply a payment in the following order:
- in accordance with an agreement (if any) **we** have with **you** about how a payment is to be applied (see 17.3 for how that agreement may be made);
  - then, if there is any part of the payment remaining, **we** will apply it to pay off the amount that has the highest **annual percentage rate**;
  - then, if there is any part of the payment remaining, **we** will apply it to pay off the amount that has the next highest **annual percentage rate**, and so on until all

- amounts to which an **annual percentage rate** applies have been paid off;
- d) then, if there is any part of a payment remaining, **we** will apply it to pay off amounts to which an **annual percentage rate** applies that have not yet appeared on a statement of account;
- e) then, if there is any part of the payment remaining, **we** will apply it to pay off the amounts to which a **Deferred Payment Promotion** applies (if any) (if there is more than one such amount we will pay off the first to expire).
- 17.2 If the same **annual percentage rate** applies to all of the amounts that have appeared on a statement of account, **we** will apply a payment in the following order:
- a) in accordance with an agreement (if any) **we** have with **you** about how a payment is to be applied (see 17.3 for how that agreement may be made);
- b) then, if there is any part of a payment remaining **we** will apply it to pay off all amounts to which an **annual percentage rate** applies;
- c) then, if there is any part of a payment remaining **we** will apply it as described in 17.1 (d) and (e).
- 17.3 Subject to 17.4 and 17.5, if a **cardholder** makes a **purchase** subject to an **Instalment Payment Promotion** then **we** will have made an agreement with **you** to apply a payment first to any **instalment payment**.
- 17.4 If **we** make an agreement with **you** to apply a payment first to any **instalment payment**, this may result in you paying a greater amount of interest than you would otherwise pay if that payment was first applied to an interest bearing amount. You can (at any time) withdraw your request to apply a payment to any **instalment payment**.
- 17.5 If **you** withdraw **your** request under 17.4, **our** agreement with **you** to apply a payment first to any **instalment payment** will come to an end. Any **Instalment Payment Promotion** to which the withdrawal of your request relates will be taken to have ended on the date that you withdraw your request and the **purchase annual percentage rate** will apply to the relevant amount from the day after that date.

## 18 How are refunds processed and applied?

- 18.1 **We** process refunds for goods or **services** returned to a **supplier** with effect from and including the date which the **supplier** informs us was the date that the return was made. **We** will apply a refund in such order as **we** reasonably decide against all amounts due by **you**.

## Part E: Interest

### 19 When will interest not be charged on purchase and charges balance and relevant amounts?

- 19.1 **We** do not charge interest on the **purchase and charges balances** or on a **relevant amount** for a **statement period** if:
- a) **you** pay by the **due date** in the previous **statement period**, the **modified closing balance** (if any) for the statement of account issued at the start of that previous statement period; or
- b) **you** were not required to make a **minimum monthly payment** in the **previous statement period**.

### 20 How is interest calculated?

- 20.1 **We** charge interest on each balance on a daily basis by applying the relevant daily percentage rate (which is the

relevant **annual percentage rate** divided by 365 or 366 on a leap year) to each balance at the end of the day, as listed in the table below:

Balance	Relevant annual percentage rate
Purchase and charges balance	Purchase annual percentage rate, to the extent that 19.1 and 20.2 applies.
Cash advance balance	Cash annual percentage rate – from the day on which the cash advance is made.
Promotional offer (if applicable)	We do not charge interest on promotional offer purchases and related specific fees where the promotional offer term has not yet expired.
Expired promotional offer	Purchase annual percentage rate – included in the purchases and charges balance subject to interest from the day after the promotional offer term ends

- 20.2 A **purchase** will only be included in the **purchases and charges balance** from the date assigned to the **purchase** in accordance with 40.1 and 42.2.

## 21 Interest on fees

**We** do not charge interest on a **specific fee**. **We** charge interest on other fees as set out in 23.4.

## 22 Can an annual percentage rate change?

- 22.1 **We** may change an **annual percentage rate** at any time if **we** apply this change generally to a type of product, a type of product feature, or a class of customers, except that **we** will not change the **annual percentage rate** applicable to a **promotional offer** during the **promotional offer term** for that **promotional offer**.
- 22.2 If **we** change an **annual percentage rate** we will notify **you** of the change by:
- a) giving **you** particulars in writing; or
- b) advertising the change in a newspaper circulating throughout Australia, no later than the day the change takes effect.
- 22.3 If **we** give **you** newspaper notice **we** will also notify **you** of the change before or when the next statement of account is sent to **you** after the change takes effect.

- 22.4 **We** may not change an **annual percentage rate** applying to a **purchase** that is subject to a **promotional offer** during the **promotional offer term**.

## 23 How frequently will interest be debited?

- 23.1 Interest for each **statement period** will be debited monthly to **the account** as at the last day of the **statement period**.
- Subject to 23.4 and 39, it will be calculated for each day of the relevant **statement period**, and may include adjustments relating to prior **statement periods**.
- 23.2 If a **purchase** is the subject of an **Instalment payment promotion** or a **Deferred payment promotion**, interest on that **purchase** will only be debited to **your account** once the **promotional offer term** ends.

23.3 Interest charges on a cash advance will first be debited to **your account** on the last day of the **statement period** for the **listing statement**.

23.4 In all cases, interest charges on the **purchase, cash advance, general fee** or **relevant amount** will continue to be debited to **your account** on the last day of each subsequent statement period until the **statement period** in which the amount is repaid in full.

**24 How will you know what the interest is for a statement period?**

The interest debited in a statement period will be shown on your statement of account for that statement period.

**Part F: Promotional offers**

**25 How do promotional offers work?**

25.1 **We** may, on conditions **we** specify, at any time make available a **promotional offer** allowing a period of time for an eligible **purchase** ("**promotional offer term**") during which:

- a) no interest will accrue on that **purchase** and no monthly payment need be made in respect of that **purchase** ("**Deferred Payment Promotion**"); or
- b) no interest will accrue on that **purchase** and payments must be made by specified monthly instalments ("**Instalment Payment Promotion**").

25.2 If **we** make available a **promotional offer** we will specify, by notice at **supplier's** premises or otherwise (such as notice to you):

- a) the eligible **purchases**;
- b) the period during which an eligible **purchase** must be made for it to be the subject of the **promotional offer**;
- c) the length of the relevant **promotional offer term** (which might, for example, be one or more months from the date of **purchase** or be between the date of **purchase** and a specified end date); or
- d) any other applicable conditions (such as eligible **suppliers** or a condition relating to a deposit), and each **promotional offer** will be subject to those conditions as well as the **credit contract**.

25.3 If a **cardholder** makes a **purchase** subject to a **promotional offer** then the relevant **promotional offer term** commences on the date on which the **purchase** is made and expires at the end of the applicable term.

25.4 Unless at our discretion we choose to do so, **we** will only treat an eligible **purchase** as subject to a **promotional offer** if the **cardholder** nominates that **purchase** accordingly at the time the eligible **purchase** is made.

25.5 If **we** exercise any of our rights under 26.1 or close the account under 27.1(a), then any **promotional offer term** applying to an eligible purchase at the relevant date will be taken to have ended on the date that **we** exercise those rights or close **your account** (as the case may be).

**Part G: Defaults, cancellation or suspension of the card and closure of the account**

**26 What happens on default?**

26.1 If **you** are in default and subject to any applicable law (such as consumer credit legislation) **we** may require:

- a) payment in full of the unpaid balance of the **account** (in which case that amount is due and payable by **you** immediately or as soon thereafter as is permitted by any

applicable legal provision or requirement); and

26.2 The immediate destruction of all **cards** (in which case **you** must immediately cut all **cards** diagonally in half, including the chip).

Under the law, we are generally required to give you at least 30 days written notice before we take action under clause 26.1, and cannot take action if you remedy the default in this period. There are exceptions to this requirement (for example, if we have previously made reasonable attempts to locate you without success, or if the default is not capable of being remedied). We will not take action under this clause 26.1 unless we have complied with these requirements under the law.

26.3 **You** are in default:

- a) if **you** don't pay any amount when it's due;
- b) if:
  - i) **you** breach any other term of the **credit contract**; or
  - ii) any information **you** give **us** in connection with the **account** is false or misleading (by omission or otherwise) and in our reasonable opinion,

we consider that the breach or provision of false or misleading information:

- i) may materially affect **your** ability to comply with the **credit contract**;
- ii) may result in significant credit risk to **us** in relation to your **account**; or
- iii) may materially affect **our** ability to comply with laws, regulations, or requirements or guidance from a regulatory authority, or good industry practice which may increase our risk or impact our reputation.

Enforcement expenses arising under 10.1(e) may become payable under the **credit contract** in the event of a default.

**27 When can a card be suspended or cancelled or an account closed?**

27.1 **We** may close an account or suspend **your credit limit** or the use of a **card**, cancel a **card** or retain a card presented to a **supplier** if:

- a) there is a default;
- b) to **deal with a serious risk**;
- c) on your request;
- d) if you have not used your account for an extended period of time; or
- e) if we decide to stop issuing cards of this type generally or to a particular class of customers and you are in that class. In this case we will give you 30 days notice of this.

27.2 After the **account** is closed, **you** must ensure that the **cards** are no longer used. A **card** may be rejected if the **account** is closed. Upon receiving notice of that closure, **you** must cut each **card** diagonally in half, including the chip.

27.3 If the use of a **card** is suspended, the relevant **cardholder** must not use the **card** for the period of suspension. If a **card** is cancelled the **cardholder** has no further right to use the **account** with that **card**.

27.4 Suspension, cancellation or closure may not affect **your** obligations, or those of any other **cardholder**, in respect of the **account**. For example, if a **card** is used by a **cardholder** in contravention of 27.2 or 27.3, **you** will still be liable for those transactions debited to the **account** which



were made prior to closure.

- 27.5 If the **account** is closed or a **card** is cancelled **you** must cancel any periodical debits authorised to be made by someone other than us to the **account** or against the **card** that has been cancelled by direction to the relevant **supplier**.
- 27.6 You are entitled to close the **account** by contacting us directly or via our website. We will complete the request, or communicate with you steps that you must take (for example, reducing your balance to zero) before we complete your request, which we will do as soon as reasonably practicable.

## Part H: General Conditions

### 28 Additional benefits and services

**We** may from time to time make available additional benefits and services on your **card** that are subject to separate terms and conditions as outlined by our third-party partner and service providers. For example, complimentary insurance, airport lounge passes or partner offers and promotions.

Any premiums that may apply for specified benefits and services will be charged to your **account**. Any disputes relating to the benefits and services provided by third parties must be resolved directly through our third-party partner and service providers.

These benefits and services may be changed or cancelled with or without notice. We are not liable for any benefit or service not directly provided by us.

Upon the closure of your account, it is your responsibility to obtain a replacement or continuation of any benefits and services with the third-party partner and service provider.

### 29 Security

- 29.1 **You** must ensure that a **cardholder** informs **us** immediately if their **card** or **PIN** or **password** has been misused, lost or stolen. Call us on 1300 550 006 (24 hours). **You** must give us all the information that **you** or the **cardholder** have or can reasonably obtain regarding the misuse, loss or theft.
- 29.2 **You** must ensure that each **cardholder** signs their **card** immediately upon receiving it.

### 30 Liability for unauthorised EFT Transactions

- 30.1 Where **you** or any **additional cardholder** want to use a **card** for the purposes of an **EFT transaction** through **us**, a financial institution or **supplier** **you** or any **additional cardholder** must comply with the conditions of use imposed by **us**, the financial institution or **supplier** as the case may be, including withdrawal and transaction limits.
- 30.2 **You** will not be liable for loss for unauthorised **EFT transactions** (transactions made without **your** knowledge or consent) where it is clear that **you** or the **additional cardholder** have not contributed to such losses or that the losses:
- are caused by fraudulent or negligent conduct by our employees or agents or companies involved in networking arrangement or of **suppliers** or their agents or employees;
  - are made with **PINs**, **passwords** or **cards** that are forged, faulty, expired or cancelled;
  - occurred before the **cardholder** received the **card**, **PIN** or **password**;
  - are the result of the same transaction being incorrectly debited more than once to the **account**;

- occurred after **we** are notified that a **card** has been misused, lost or stolen, or that security of the **PIN** or **password** has been breached; or
  - which **we** are able to recover amounts by exercising any relevant rights **we** have against a **supplier**.
- 30.3 Subject to 30.4, **you** are liable for losses resulting from **unauthorised transactions** (that are **EFT transactions**) caused by:
- Your fraud or the fraud of an **additional cardholder's** extreme carelessness in failing to protect the relevant **card**, **PIN** or **password** (in this case you are liable for the actual losses which occur before we are notified that the **card** has been misused, lost or stolen or that the security of the **PIN** or **password** has been breached); or
  - unreasonable delay in notifying **us** after becoming aware of the misuse, loss or theft of a **card**, or that the security of a **PIN** or **password** has been breached and when **we** were actually notified (**you** will then be liable for the actual losses which occur between the time you or the **additional cardholder** became aware or should reasonably have become aware, in the case of a lost or stolen **card**).
- 30.4 **You** are not liable for the losses in connection with **EFT Transactions** incurred on the **account** if **we** had agreed that the **account** could not be accessed using the card, **PIN** or **password**, and for that portion of the losses incurred:
- on any one day which exceeds any applicable daily transaction limit(s) notified to **you**;
  - in a period which exceeds any other periodic transaction limits applicable to that period notified to **you**; or
  - on the **account** which exceeds the **credit limit**.
- 30.5 **Your** liability is subject to **us** proving on the balance of probability that **you** or the **additional cardholder** contributed to the losses in one or more of the ways listed in clauses 30.3 and 30.4 above.
- 30.6 Where neither 30.3 (a) nor (b) applies, and a **PIN** or **password** was required to perform the **unauthorised transaction** (that is an **EFT Transaction**), **you** are liable for the least of:
- \$150;
  - the outstanding balance immediately following the **unauthorised transaction**; and
  - the actual loss at the time **we** are notified (where relevant) that a **card** has been misused, lost or stolen, or the security of the **PIN** or **password** has been breached (excluding that portion of the losses incurred on any one day which exceeds any applicable daily or other periodic limit or the **credit limit**).
- 30.7 Subject to 30.8, **we** will be responsible to **you** for loss caused by the failure of **our** equipment or systems to complete a transaction accepted by **our** equipment or systems in accordance with a **cardholder's** instructions.
- 30.8 If **our** systems or equipment malfunction, and a **cardholder** should have been aware that the system or equipment was unavailable for use or malfunctioning, **our** liability for loss or consequential damage that may arise as a result of a malfunction is limited to the correction of any errors in the **account**, and the refund of any charges or fees imposed as a result of those errors.
- ### 31 Liability for unauthorised transactions which are not EFT Transactions
- 31.1 **Your** liability for all **unauthorised transactions** on a **card**

which are not **EFT transactions** arising from a particular misuse, loss or theft is limited to the lesser of (unless 31.2 or 31.3 applies):

- a) \$50; or
- b) the amount of the available credit at the time **we** are notified of the misuse, loss or theft of the **card**; and
- c) the actual loss at the time **we** are notified of the misuse, loss or theft of the **card**.

31.2 If **you** have contributed to the loss resulting from **unauthorised transactions** which are not **EFT transactions** by not ensuring a **card** has been signed by the **cardholder** immediately when the **cardholder** first receives the **card**, **you** are liable for the actual losses which are not **EFT transactions** that occur before **we** are notified that the **card** has been misused, lost or stolen.

31.3 **You** will also be liable for all unauthorised transactions between the time:

- a) when a **cardholder** became aware (or ought reasonably to have become aware) of the misuse, loss or theft of their **card**; and
- b) when **we** are notified under 28.1 of that event.

### 32 Some cases when we are not liable

If **we** are a linked credit provider of a **supplier** under trade practices or consumer credit legislation (including the Australian Consumer Law), **you** may have rights against **us** in relation to goods or **services** which are the subject of a **purchase**. Subject to those rights, and any other applicable law, **we** are not responsible or liable:

- a) if a **supplier** or other person refuses to accept or honour any **card**; or
- b) for any defect or deficiency whatsoever in respect of any goods or **services** (for example, with respect to the quality of any goods or **services**) or their fitness for any purpose.
- c) or any chargeback rights or obligations on **promotional offer** transactions.

### 33 We may act on your instructions

**You** acknowledge that, subject to the **credit contract**, **we** may act on **your** written or verbal instructions or those of any **additional cardholder**.

### 34 You must advise us of a change in details

**You** must notify **us** promptly of any change in **your** name, address or telephone number.

### 35 Compliance with legislation

**We** will comply with all applicable legislation and regulations in relation to notices and other time periods under the **credit contract**.

### 36 Changes to the credit contract

In addition to the changes to fees and charges, payments and **annual percentage rates** referred to in 11, 12 and 22, **we** may change any other term of the **credit contract** if:

- a) it reflects any risks in relation to **you**, your **card** or your **account**;
- b) in our reasonable opinion, we consider that **you** will benefit from the change;
- c) it's administrative or minor in nature;
- d) it corrects a mistake or omission;
- e) it reflects changes to our systems;

- f) to comply with changes to laws, regulations, or requirements or guidance from a regulatory authority, or good industry practice;
- g) acting reasonably, if we apply those changes to a class of customers or to a product type or feature generally; and
- h) are reasonably necessary to protect our legitimate interests.

**We** will give **you** notice of any such change as required by relevant legislation (which generally requires us to give you at least 30 days written notice of the changes unless the change reduces your obligations or extends the time for payment under the contract).

### 37 Is it possible for credit contract terms to be waived?

**We** may waive any term in the **credit contract** in whole or in part on any terms **we** specify. A waiver has no effect unless it is in writing by **us** or on **our** behalf unless **we** reasonably determine otherwise. A waiver applies only to the particular case, and to the particular condition, to which it relates. It does not apply on an ongoing basis. A waiver does not have the effect of changing any term of the **credit contract**.

### 38 Access to information

**You** authorise an **additional cardholder** to access some information relating to the **account** and agree **we** may provide that information at **our** reasonable discretion.

### 39 Notices

- 39.1 A notice must be in writing except that if it is a notice from **us** it may be given in a newspaper if that is not prohibited by law.
- 39.2 In addition to giving notice to **us** in any other way permitted by law, if **you** wish to give **us** a notice **you** may send it by post or leave it at GPO Box 1007 Melbourne, VIC 3001, except that **we** can, at **our** discretion, accept verbal notice from **you** about **your** change of address.

If **we** wish to give **you** a notice **we** may:

- a) deliver it personally to **you**; or
- b) leave it at, or send it by post or similar facility to the address of **your** place of residence or business last known to **us**; or
- c) subject to **us** obtaining **your** consent:
  - i) email it to the email address that **you** have nominated to **us**;
  - ii) make it available for retrieval by **you** when **you** next access your **Latitude Service Centre account**. If **we** give **you** notice in this manner, **we** will send you an email to tell **you** that the notice is available for retrieval.

### 40 Effective dating and adjustments

- 40.1 **We** may assign any date **we** consider reasonably appropriate to a debit or credit to **your account** but, in the case of a debit, that date must not be earlier than the date on which the relevant transaction occurred (and in the case of a **purchase** earlier than the opening date of the **listing statement** for that **purchase**). If **we** do this **we** may make consequential adjustments (for example to interest)
- 40.2 **We** may subsequently adjust a debit or credit to the **account** so as to accurately reflect the legal obligations of **you** and **us** (for example, because of an error or a dishonour of a payment). If **we** do this **we** may make consequential adjustments (for example to interest).
- 40.3 However, an amount contained in the **purchase and charges balance** (excluding a **promotional offer**), or

the **cash advance balance**, will only be included in the relevant balance from the later of:

- a) the date assigned to that amount in accordance with 40.1; or
- b) the opening date of the **listing statement** for that amount.

#### 41 Dispute resolution

If **you** have any questions, or want to make a complaint, call **us** on 1300 550 006 or write to **us** at the address shown on **your** statement of account.

**You** must give **us** all information **we** reasonably request to help **us** resolve **your** query or complaint. If **we** are unable to resolve **your** query or complaint immediately, **we** will write to **you** and let **you** know **our** procedures for investigation.

#### 42 Transfer of the former David Jones card

42.1 We may agree with you that the **account** will replace a David Jones Storecard, David Jones Amex, or David Jones Amex Platinum (**'former David Jones card'**) account previously held by you.

42.3 If we so agree, an amount will be debited to the **account** to discharge the amount owing on your **former David Jones card** account, however, this amount will not be treated as a balance transfer. Instead, the part of that amount which corresponds to the amount owing on your **former David Jones card** account will be treated under this credit contract as one of the following transaction types, being the type below which best reflects its status under the **former David Jones card**, and corresponding to the date on which you transacted on your **former David Jones card**:

- a) purchases made;
- b) cash advances (and interest and fees and charges associated with those cash advances);
- c) fees and charges that are not directly attributable to a purchase or a cash advance will be treated under this **credit contract** as part of the **purchases and charges balance**;
- d) purchases that are no longer the subject of offers similar to a **promotional offer** (and fees and charges and interest on such purchases) will be treated under this **credit contract** as part of the **purchases and charges balance**;
- e) purchases the subject of offers similar to a promotional offer for which the **promotional offer** term has not expired (and fees and charges associated with the promotional offer) will be treated under this **credit contract** as part of the **promotional offer** balance.

To make it easier for you to identify these promotional purchases, we will refer to them as having a promotional offer term equal to that applicable when you made the promotional purchase and the original expiry date will be assigned to the **account**.

42.3 If we agree with you that the **account** will replace your **former David Jones card** account, in the first **statement period** relating to the **account** you must promptly pay the minimum payment, which is the minimum payment shown on your last statement of account for your **former David Jones card** account, except to the extent already paid by you before the opening date of the account (other than as a result of a payment made by us to discharge the amount owing on your **former David Jones card** account).

#### Electronic Communications

For the purpose of this clause, Electronic Communications

include the email address and phone number provided by you in your application or via the **Latitude Service Centre** or the **Latitude mobile app**.

You consent to the electronic delivery of all communications from Latitude by any of the electronic communication methods as listed above and where allowed under legislation or contract.

You accept that the Electronic Communications will be considered as delivered to you at the time the communication was sent or made available at Latitude Service Centre. You agree it is your responsibility to notify and update Latitude of any changes to your contact information.

#### 44 Our conduct

In exercising any of our rights under this **credit contract**, we will do so efficiently, honestly and fairly.

#### 45 Interpretation

These definitions apply:

**account** means **your** David Jones Icon, David Jones Premiere, or David Jones Prestige **account** with **us**.

**additional cardholder** means a person issued a **card** under 5.1.

**adjusted closing balance**, means for a **statement period**, the **closing balance** shown on the relevant statement of account, less:

- any **overdue** amount;
- any amount due under the **credit contract** which is payable on demand; and
- any outstanding amount for a **purchase** the subject of a **deferred payment promotion** or an **instalment payment promotion**, if the **promotional offer term** has not expired on the relevant statement date (which is the last day of the **statement period**) other than any unpaid **instalment payment** due in a previous **statement period**.

**annual fee** means the fee charged each year to keep the **account** active.

**annual percentage rate** means, subject to change under 22, each of the **purchase annual percentage rate** and the **cash annual percentage rate**.

**BPAY payment** means a payment from **your account** made through the **BPAY scheme**.

**BPAY scheme** means the payment scheme promoted by BPAY Pty Ltd ABN 69 079 137 518.

**card** means any **card**, token or document that entitles **you** or any other person to **use the account** and that is issued on the **account**.

**cardholder** means a person to whom a **card** has been issued (including **you**) and each person using the **account** with their specific or implied consent.

**cash advance** means cash obtained under 3.1(c) and includes a **BPAY payment** where the **Latitude Service Centre** terms and conditions state that the transaction is to be treated as a cash advance, a **cash equivalent transaction**, a **cash withdrawal** of any amount from any **credit balance** on the **account**.

**cash advance balance** means subject to 39.3, at any time means the total of the amount outstanding on the **account** for:

- credit provided in relation to **cash advances**;
- fees and charges debited to **your account** in relation to **cash advances**;
- interest debited to **your account** in respect of either of the above; and
- interest debited to **your account** in respect of the above

interest.

**cash annual percentage rate** means any rate described as such in the **financial table**, or notified to you from time to time.

**cash equivalent transaction** means

- a) a purchase of traveller's cheques or money orders;
- b) any transaction in the nature of a wager, gaming, gambling transaction or game of chance, including a purchase of gambling chips or tokens or any lottery, raffle or sweepstake ticket;
- c) a funds transfer debited to **your account**;
- d) purchase of, or loading of value on, a pre-paid or stored-value card or facility; or
- e) a transaction made through bill payment facilities where the **supplier** or financial institution does not accept direct payment by credit card (for example payment of bills through a third party or over the counter at a financial institution); or
- f) other transactions (including Cryptocurrency transactions), that **we** notify **you** will be treated as **cash equivalent transactions** including where a merchant or **card** scheme identifies a transaction as a **cash advance**.

**cash fee** means any cash advance fees, international cash access fees, international over the counter transaction fees and any international transaction fees where they relate to a **cash advance**.

**cash limit** means the maximum amount of credit by way of **cash advances** and any **cash advance** fee available to all **cardholders** in respect of the **account**, and is equal to the **credit limit** unless a different **cash limit** is notified to **you** from time to time.

**closing balance** means, subject to the amount owed on the **account** at the end of a **statement period**.

**credit contract** means these Conditions of Use and the **financial table** and Other Information provided in the same document as the **financial table**.

**credit limit** means the maximum amount of credit available to all **cardholders** in respect of an **account**, as notified to **you** or determined under 7.

**deal with a serious risk** means where we are acting reasonably in order to deal with the following situations:

- a) we reasonably suspect fraud or illegal activity;
- b) we need to take the action to comply with laws, regulations, requirements or guidance from a regulatory authority, or good industry practice;
- c) we reasonably determine we have a significant credit risk in relation to your **account**; or
- d) any other situation that requires immediate action as determined by us acting reasonably.

**Deferred Payment Promotion** has the meaning given in 25.1(a)

**due date** means in respect of a **statement period** the 25th day of the next **statement period**.

**EFT transaction** means a funds transfer initiated by an instruction given by **you** through electronic equipment and using a method authorised by **us** for use and comprising the use of one or more of **your card**, **PIN**, **password** or any other code or device identifying **you**, but not **your** manual signature where the provision of that signature is the principal intended means of authenticating **your** authority to give the instruction.

**electronic banking terminal** means any authorised terminal or

device in which **you** or an **additional cardholder** can use a **card** and **PIN** and includes any automatic teller machine (ATM) and any electronic funds transfer at point of sale (EFTPOS) terminal bearing the **Mastercard** logo, but excludes any terminal where the **cardholder** is normally served by a person in branch of a financial institution.

**financial table** means the document named "Financial Table" with the number of the **account** in it and which is either included at the front of (and as part of) this Conditions of Use booklet or provided to **you** at the same time but separately from, this Conditions of Use booklet.

**general fee** means any late fee, and any other fee which is not a **specific fee** or is related to a particular purchase or cash advance.

**instalment payment** means a payment due under the terms of an **Instalment Payment Promotion** (or any other promotion where payments must be made by instalments).

**Instalment Payment Promotion** has the meaning given in 25.1(b).

**international transaction** means a transaction (including a **purchase**, **cash advance** or **cash equivalent transaction** or other charge) denominated in a currency other than

Australian dollars, or a transaction in Australian dollars, when either the merchant or its financial institution or payment processor is located overseas.

**Latitude Service Centre** means the Internet based service provided by **us** that allows **you** to access **your account** as described in the Latitude Service Centre terms and conditions.

**listing statement** means, with respect to a **purchase** or **cash advance**, the statement of account on which the relevant transaction is first listed.

**minimum monthly payment** means the amount calculated under 13.

**modified closing balance** means the **closing balance** shown on a statement of account, reduced by any outstanding amount relating to a **purchase** under a **promotional offer** if the **promotional offer term**:

- has not expired; and
- is not due to expire on or before the **due date** shown on that statement of account,
- but the **modified closing balance** does include;
  - any **overdue** amount or any **over limit** amount;
  - any amount due under the **credit contract** which is payable on demand; or
  - any **instalment payment** that is payable by the **due date** for the statement of account to which the **closing balance** relates.

**overdue** amount means the amount calculated under 14.

**overlimit** amount means the amount calculated under 15.

**password** means a password which has been selected by **you** for general account enquiries and in any other way allowed by **us**.

**PIN** means personal identification number which has been selected by you or any **additional cardholder**, or which has been allocated to you or any **additional cardholder** by **us** for use with the **card** in any **electronic banking terminal**.

**previous statement** means, with respect to a **purchase** or **cash advance**, the statement of account before the **listing statement** for that transaction.

**promotional offer** means each of the promotions described in 25.1(a) to (b).

**promotional offer term** has the meaning given to it in 25.1.

**purchase** means a purchase of goods or services made under 3.1(a) and includes the amount of such **purchase** but excludes any **cash advance**.

**purchase and charges balance** means, subject to 20 and 39.3, at any time the total of the amount outstanding on the **account** for:

- credit provided in relation to **purchases**;
- fees and charges debited to the **account** in relation to **purchases**;
- **general fees** debited to your **account**;
- interest debited to **your account** in respect of either of the above; and
- interest debited to **your account** in respect of the above interest.

**purchase annual percentage rate** means any rate described as such in the **financial table**, or notified to **you** from time to time.

**relevant amounts** means any interest debited to **your account** which forms part of the **purchases and charges balance**.

**specific fee** means any account service fee, paper statement fee or payment handling fee..

**statement period** is a period determined under 9.1.

**supplier** means a person, company or organisation from whom a **cardholder** obtains goods, services or cash.

**unauthorised transaction** means a transaction which is not authorized by a **cardholder**, and does not include:

- a) any transaction carried out by a **cardholder**; or
- b) anyone performing a transaction with a **cardholder's** knowledge or consent.

In addition: **“we”, “us”** and **“our”** means Latitude Finance Australia (ABN 42 008 583 588).

**“you”** means the person named as the applicant for an account and includes **your** successors and assigns and **“your”** has a corresponding meaning.

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This is a notice we are required to give under the National Credit Code.

## Information Statement

Paragraph 16 (1) (B) of the Code regulation 70 of the Regulations

## THINGS YOU SHOULD KNOW ABOUT YOUR PROPOSED CREDIT CONTRACT

This statement tells you about some of the rights and obligations of yourself and your credit provider. It does not state the terms and conditions of your contract.

If you have any concerns about your contract, contact the credit provider and, if you still have concerns, your credit provider's external dispute resolution scheme, or get legal advice.

## THE CONTRACT

### 1 How can I get details of my proposed credit contract?

Your credit provider must give you a precontractual statement containing certain information about your contract. The precontractual statement, and this document, must be given to you before —

- your contract is entered into; or

- you make an offer to enter into the contract; whichever happens first.

### 2 How can I get a copy of the final contract?

If the contract document is to be signed by you and returned to your credit provider, you must be given a copy to keep.

Also, the credit provider must give you a copy of the final contract within 14 days after it is made. This rule does not, however, apply if the credit provider has previously given you a copy of the contract document to keep.

If you want another copy of your contract, write to your credit provider and ask for one. Your credit provider may charge you a fee. Your credit provider has to give you a copy —

- within 14 days of your written request if the original contract came into existence 1 year or less before your request; or
- otherwise within 30 days of your written request.

### 3 Can I terminate the contract?

Yes. You can terminate the contract by writing to the credit provider so long as —

- you have not obtained any credit under the contract; or
- a card or other means of obtaining credit given to you by your credit provider has not been used to acquire goods or services for which credit is to be provided under the contract.

However, you will still have to pay any fees or charges incurred before you terminated the contract.

### 4 Can I pay my credit contract out early?

Yes. Pay your credit provider the amount required to pay out your credit contract on the day you wish to end your contract.

### 5 How can I find out the pay out figure?

You can write to your credit provider at any time and ask for a statement of the pay out figure as at any date you specify. You can also ask for details of how the amount is made up.

Your credit provider must give you the statement within 7 days after you give your request to the credit provider. You may be charged a fee for the statement.

### 6 Will I pay less interest if I pay out my contract early?

Yes. The interest you can be charged depends on the actual time money is owing. However, you may have to pay an early termination charge (if your contract permits your credit provider to charge one) and other fees.

### 7 Can my contract be changed by the credit provider?

Yes, but only if your contract says so.

### 8 Will I be told in advance if the credit provider is going to make a change in the contract?

That depends on the type of change. For example —

- you get at least the same day notice for a change to an annual percentage rate. That notice may be a written notice to you or a notice published in a newspaper.
- you get 20 days advance written notice for:
  - a change in the way in which interest is calculated; or
  - a change in credit fees and charges; or
  - any other changes by your credit provider;

except where the change reduces what you have to pay or the change happens automatically under the contract.

**9 Is there anything I can do if I think that my contract is unjust?**

Yes. You should first talk to your credit provider. Discuss the matter and see if you can come to some arrangement.

If that is not successful, you may contact your credit provider's external dispute resolution scheme. External dispute resolution is a free service established to provide you with an independent mechanism to resolve specific complaints. Your credit provider's external dispute resolution provider is the Australian Financial Complaints Authority ("AFCA") and can be contacted at 1800 931 678, [www.afca.org.au](http://www.afca.org.au) or at GPO Box 3, Melbourne VIC 3001 (Australia).

Alternatively, you can go to court. You may wish to get legal advice, for example from your community legal centre or Legal Aid.

You can also contact ASIC, the regulator, for information on 1300 300 630 or through the ASIC website at

<http://www.asic.gov.au>.

**GENERAL**

**10 What do I do if I cannot make a repayment?**

Get in touch with your credit provider immediately. Discuss the matter and see if you can come to some arrangement. You can ask your credit provider to change your contract in a number of ways —

- to extend the term of your contract and reduce payments; or
- to extend the term of your contract and delay payments for a set time; or
- to delay payments for a set time.

**11 What if the credit provider and I cannot agree on a suitable arrangement?**

If the credit provider refuses your request to change the repayments, you can ask the credit provider to review this decision if you think it is wrong.

If the credit provider still refuses your request you can complain to the external dispute resolution scheme that your credit provider belongs to. Further details about this scheme are set out below in question 13.

**12 Can the credit provider take action against me?**

Yes, if you are in default under your contract. But the law says that you can not be unduly harassed or threatened for repayments.

If you think you are being unduly harassed or threatened, contact the credit provider's external dispute resolution scheme or ASIC, or get legal advice.

**13 Do I have any other rights or obligations?**

Yes. The law will give you other rights and obligations. You should also READ YOUR CONTRACT carefully.

**IF YOU HAVE ANY COMPLAINTS ABOUT YOUR CREDIT CONTRACT, OR WANT MORE INFORMATION, CONTACT YOUR CREDIT PROVIDER'S CUSTOMER RESOLUTION TEAM ON 1300 369 340 OR AT THE POSTAL ADDRESS SHOWN ON YOUR STATEMENT OF ACCOUNT. YOU MUST ATTEMPT TO RESOLVE YOUR COMPLAINT WITH YOUR CREDIT PROVIDER BEFORE CONTACTING YOUR CREDIT PROVIDER'S EXTERNAL DISPUTE RESOLUTION SCHEME. IF YOU HAVE A COMPLAINT WHICH REMAINS UNRESOLVED AFTER SPEAKING TO YOUR CREDIT PROVIDER YOU CAN CONTACT YOUR CREDIT PROVIDER'S EXTERNAL DISPUTE RESOLUTION SCHEME OR GET LEGAL ADVICE.**

**EXTERNAL DISPUTE RESOLUTION IS A FREE SERVICE ESTABLISHED TO PROVIDE YOU WITH AN INDEPENDENT MECHANISM TO RESOLVE SPECIFIC COMPLAINTS. YOUR CREDIT PROVIDER'S EXTERNAL DISPUTE RESOLUTION PROVIDER IS THE AUSTRALIAN FINANCIAL COMPLAINTS AUTHORITY ("AFCA") AND CAN BE CONTACTED AT 1800 931 678, WWW.AFCA.ORG.AU OR AT GPO BOX 3, MELBOURNE VIC 3001 (AUSTRALIA).**

**PLEASE KEEP THIS INFORMATION STATEMENT. YOU MAY WANT SOME INFORMATION FROM IT AT A LATER DATE.**

You acknowledge and consent to all of the matters set out in this Privacy Notice, including the collection, use and disclosure of your personal information by Latitude Finance Australia and David Jones.

## Personal information

**In this Privacy Notice, references to “personal information” include:**

- “sensitive information” as defined under the Privacy Act;
- “credit information” such as:
- your identification details,
- information about consumer credit accounts you hold, or have held with other credit providers including whether it is open or closed and the relevant dates and the type and amount of credit,
- your repayment history information, such as whether you have made, or missed, a payment on your credit facility,
- financial hardship information, about whether you have entered into a financial hardship arrangement;
- default information, and
- “credit eligibility information”, which is information about you disclosed to us by a credit reporting body or information we derive about you using credit information.

### Consequences for you if your personal information is not provided to us

If this all or some of the personal information about you is not provided to us, it may result in Latitude being unable to process your application and provide the credit facility or may result in us not being able to provide the benefits associated with it.

### Privacy Act

In this Privacy Notice, a reference to the Privacy Act 1988 includes amendments to the Act.

### Privacy Notice

- This Privacy Notice contains important information about the collection, use and disclosure of personal information by:
- David Jones Pty Limited ABN 72 000 074 573 (“David Jones”) and its related entities.
- Latitude Finance Australia ABN 42 008 583 588 (“Latitude”), the credit provider under the credit facility referred to as the “Credit Provider”. The Credit Provider and its related entities are referred to as the “Latitude Group”.

David Jones has a contractual arrangement with Latitude to provide the David Jones credit cards to approved customers to facilitate credit purchases of goods and services.

Where personal information is collected, used and disclosed for the same purposes by Latitude and David Jones, the word “we” or “us” is used. Where personal information is managed by only either Latitude or David Jones, it will be identified separately as relevant to each entity. The words “you”/ “your” includes all borrowers or other relevant individuals (such as directors or shareholders) connected with a borrower and named in an Application Form.

For further information on Latitudes privacy practices including more detailed information on the items contained in this Privacy Notice and information related on how to access your personal information, request a correction, or make a complaint please see Latitude’s Privacy & Credit Reporting Policy which is available on the Latitude website. Latitude may update

Its policy from time to time and the updated version will be published on Its website [www.latitudefinancial.com.au/privacy/](http://www.latitudefinancial.com.au/privacy/)

If you have any queries in relation to Latitude’s Privacy & Credit Reporting practices, you can:

- write to us at Level 18, 130 Lonsdale Street, Melbourne VIC 3000. Attention: Privacy Officer; or
- call 1300 550 006.

For further information on David Jones privacy practices including details on how to access and correct your personal Information and make a complaint), please see the David Jones Privacy Policy available on the David Jones website.

David Jones may update Its Privacy Policy from time to time. Amendments will be published on the David Jones website: <https://www.davidjones.com/information/privacy-and-security>

If you have any queries in relation to David Jones Privacy practices, you can:

- contact David Jones at Legal Services, Building 2, 572 Swan Street, Burnley VIC 3121. Attention: The Privacy Officer; or
- email [privacy@davidjones.com.au](mailto:privacy@davidjones.com.au)

### How your personal information is collected

Wherever it is possible and practical to do so, we will collect personal information directly from you. This may be in person, over the telephone, by email, over the internet, by email or fax, or by completion of a form (such as an application form).

We may also collect your personal information from a third party including a merchant or a third party with whom we have an arrangement, partnership, or joint venture with. This will be limited to circumstances where it is impracticable or unreasonable for us to collect it directly from you. The type of third party who might provide information to will vary depending on the nature of the business and interaction with you. For example, Latitude may collect credit information and credit eligibility information from a credit reporting body or personal information from your employer to verify information in your credit application or, hardship application.

When Latitude provides credit, third parties could include:

- a credit reporting body;
- collection agents;
- an employer; or
- another financial institution.

Whilst this is not an exhaustive list, Latitude may obtain your personal information from other third parties which could include:

- David Jones;
- an introducer such as a broker, agent, dealer and retail partner;
- someone authorised to act on your behalf (e.g., a financial adviser, executor, administrator, trustee, guardian, attorney, accountant or consumer advocate);
- research agencies;
- a referee;
- a government body;
- third party service providers and / or suppliers; or
- one or more of Latitude’s related companies, in Australia or overseas.

**David Jones:**

In addition to collecting information directly from you, David Jones obtains your personal information from third parties. These include:

- Latitude;
- credit reporting bodies, as described above for credit information where allowed or for identity verification;
- third party service providers who provide services or functions on David Jones' behalf, such as IT service providers, delivery service providers and fulfilment managers, mailing houses and marketing agencies;
- third parties named in your card application.

**What personal information is collected**

Generally, Latitude will collect (not limited to):

- information you provide in the Application Form;
- purchase and cash advance information (for example, the type of goods purchased and where they were purchased);
- information relating to your credit facility, your ongoing use of that account and your credit limit;
- information about your participation in the relevant associated loyalty or rewards program;
- information you may provide from time to time through contact with David Jones, David Jones Rewards or the Credit Provider call centres;
- information you provide when registering, or using, the credit facility on one of our websites;
- information held by a partner or service provider (for example, a loyalty program operator, a customer service organisation such as a call centre, a rewards provider and others described below under "Who your personal information may be shared with");
- transaction data and purchase history
- sensitive information (in particular, health information) where it is necessary to provide you with a Latitude Group product or a service (including assessing hardship applications);
- information from third parties (such as employers, government bodies, accountants, financial institutions and related companies, here or overseas).

Generally, David Jones will collect (not limited to):

- information you provide in the Application Form;
- transaction data and purchase history
- your shopping preferences;
- information about your participation in the relevant associated loyalty or rewards program;
- information you may provide from time to time through contact with Latitude;
- information you provide when using David Jones products and services, such as when you make a purchase using your Latitude credit card or when you access the David Jones website;
- information as further set out in the David Jones Privacy Policy.

**Why personal information is collected, used and disclosed**

Generally, Latitude will collect, use and disclose your personal information (not limited to):

- to assess your application for a credit facility and if it is approved, for the establishment and subsequent administration of the credit facility;
- to share your personal information where allowed under legislation with David Jones, the Latitude Group and related bodies, third parties that help administer the product or services being offered for the purposes set out in this Privacy Notice; and
- to assess, establish and administer any insurance product (including, if applicable, assessing your application for insurance).
- for risk assessment modelling;
- for fraud and crime prevention and investigation;
- to comply with laws that may require or authorise us to obtain information about you, such as the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 and other anti-money laundering legislation (for example, for identity verification), the National Consumer Credit Protection Act 2009 and other regulatory legislation (for example, requiring us to maintain client and transaction records, to provide information relating to loans to the Australian Prudential Regulation Authority and to make reports and provide other information to regulators) and the Taxation Administration Act 1953, the Income Tax Assessment Act 1997 and other taxation laws (for example, to comply with information requests issued by the Commissioner of Taxation); and
- to assist in finalising your application for your credit facility or making a purchase on your credit facility.

We may also collect, use and disclose personal information for a number of purposes, including:

- to perform administrative tasks and manage business operations related to the credit facility and any associated loyalty or rewards program, including dispute resolution;
- to provide associated loyalty or rewards program;
- to tailor how we provide and market our products and services to you (such as through targeted content and marketing) based on your purchase history, shopping preferences and personal information you have provided us;
- promote and provide benefits associated with the credit facility including discounts and special offers;
- to send you direct marketing communications and to promote and provide products, services and offers (including special promotions, events, product launches and other special offers and discounts through various communication channels) of David Jones and the Latitude Group and other Latitude related entities and other organisations;
- to carry out planning, product and service development and research (including via customer satisfaction surveys), analysis and tracking;
- to produce data analytics and reports;
- for other purposes as listed in David Jones' Privacy Policy and the Latitude Group's Privacy and Credit Reporting Policy
- Latitude will disclose your personal information (including your purchase history and transaction data) to David Jones. David Jones will use this information to update and correct your details in David Jones' customer database, to provide David Jones products and services to you and to communicate with you about offers and promotions available at David Jones.



**Who your personal information may be shared with**

- For the purposes listed above or as described, we may share your personal information with each other and with the following (as well as otherwise permitted by the Privacy Act 1988):
- related entities of David Jones or other entities within the Latitude Group, whether in Australia or overseas, for the purposes set out in this Privacy Notice;
- program partners for any loyalty or rewards program associated with your card;
- business partners and co-brand partners from time to time for analysis and research purposes and in the development of products and services and promotional offers;
- service providers such as customer service organisations, call centres, mailing houses, researchers, collections agents, data analysts, delivery companies;
- professional advisers (such as accountants), auditors,
- organisations providing services and rewards relevant to any associated loyalty or rewards program,
- other organisations as required or authorised by law, for example, to government or regulatory bodies for the prevention or detection of unlawful activities
- other third parties as listed in the David Jones' Privacy Policy and the Latitude Group's Privacy and Credit Reporting Policy.

**Latitude**

Additionally, Latitude may also share your personal information with:

- an employer named in the Application Form to verify the personal information provided;
- credit reporting bodies or other businesses or other organisations that provide personal credit information as described above in the section "Collection, use and disclosure of your credit information and credit eligibility information";
- additional cardholders or other persons (if any) authorised by you to operate or access your credit facility;
- organisations through whom you choose to make payments to Latitude; and
- providers of services related to the credit facility such as statement producers, debt collection agencies and card manufacturers.
- any Introducers (including brokers, dealers and retail partners), if applicable. To the extent that an Introducer is acting on your behalf, you authorise the Introducer to receive personal information, including credit eligibility information, from us;
- other financial institutions, government bodies and credit providers;
- card schemes such as Mastercard; your nominated referees;
- organisations wishing to acquire an interest in any part of Latitude Groups business for assessing or implementing any such acquisition.

**David Jones**

David Jones will share your personal information with:

- Latitude;
- David Jones' contractors or service providers who provide services or functions on David Jones' behalf. This may include internet service providers, IT systems administrators, mailing houses, couriers, payment processors, and data entry service providers; business partners and other third parties with whom David Jones jointly offers products and services for marketing and related services, such as reward redemption partners;
- if required by law, to any person authorised by such law. This may include the police service, or government departments or regulators within Australia or New Zealand
- David Jones' related entities
- people you authorise to use or access your account such as additional card members
- other third parties as listed in the David Jones Privacy Policy.

**Collection, use and disclosure by Latitude of your credit information and credit eligibility information**

Latitude may obtain your credit reporting information from credit reporting bodies in circumstances permitted by the Privacy Act 1988, for example to assess your application for consumer credit and to collect payments which are overdue for consumer credit.

Latitude uses credit eligibility information for purposes permitted under the Privacy Act 1988, including for the purposes of assessing your initial and ongoing application and availability for consumer credit and for internal management purposes.

Latitude may disclose personal information about you to credit reporting bodies (including credit information, such as details about the credit that we provide to you, your repayment history, financial hardship arrangements and any repayment defaults).

Latitude discloses Information to the following Credit Reporting Bodies:

**illion Australia Pty Ltd**

Website: [www.checkyourcredit.com.au](http://www.checkyourcredit.com.au)

Postal address: illion Public Access Centre,

PO Box 7405, St Kilda Road, Melbourne, VIC 3004

**Equifax Australia**

Website: [www.equifax.com.au](http://www.equifax.com.au)

Postal address: PO Box 964, North Sydney, NSW 2059

**Experian Australia Credit Services Pty Ltd**

Website: [www.experian.com.au](http://www.experian.com.au)

Postal address: PO Box 1969, North Sydney, NSW 2060

These credit reporting bodies are each required to have a policy which explains how they will manage your credit-related personal information. To view the policy of any of these credit reporting bodies please visit the relevant credit reporting body's website and follow the "Privacy" links, or you can contact them directly for further information.

These credit reporting bodies may include the information in reports provided to credit providers to assist them to assess your credit worthiness. Please be aware that you have a right to request that these credit reporting bodies do not:

- use your credit reporting information for the purposes of pre-screening of direct marketing by a credit provider; and
- use or disclose your credit reporting information, if you

believe on reasonable grounds that you have been or are likely to be a victim of fraud.

You should also be aware that:

- if you fail to meet your payment obligations in relation to consumer credit or commit a serious credit infringement, Latitude may be entitled to disclose this to the credit reporting body; and
- you have a right to access your information that Latitude holds. Please see below for more details about access, correction and complaints.

Without limiting any other consents contained in this Privacy Notice, you agree that Latitude may share information about your credit arrangements and credit eligibility information about you with any credit providers named by you in the Application Form and any credit providers named in a credit report obtained by Latitude and issued by a credit reporting body in a manner and for purposes that comply with the Privacy Act 1988, including to assess your application for credit and your credit worthiness. Subject to the Privacy Act 1988, Latitude may also share information concerning a credit facility granted to you or the conduct of that credit facility.

#### **Information about additional cardholders and other persons**

If you nominate an additional cardholder or provide personal information about any other individual, such as a referee, you must first ensure that the person concerned:

- has seen this Privacy Notice and understood its contents; and
- has agreed to their personal information being collected, used and disclosed in accordance with this Privacy Notice.

If you nominate an additional cardholder under 18 years of age who does not have sufficient maturity to understand this Privacy Notice, you must ensure that a parent or guardian agrees to this Privacy Notice on their behalf.

#### **Safeguarding personal information**

We will take reasonable steps to keep your personal information safe from loss, unauthorised activity, or other misuse. You must take care to protect your personal information, which can include steps such as using passwords that cannot be easily guessed, ensuring you access your personal information on safe internet networks, and by not disclosing your personal information to unknown third parties. You should also notify us via our contact details listed below as soon as you become aware of any security breaches relating to your account or personal information.

#### **Transfer or disclosure of your personal information overseas**

##### **Latitude**

In some circumstances, for the purposes set out in this Privacy Notice, your personal information, credit information and credit eligibility information may be disclosed by Latitude to organisations located overseas and which do not have an Australian Link (for example, a disclosure to an overseas recipient may be necessary for operational reasons such as because you have requested an international payment to be made or another product or service that involves an international element – or to comply with foreign legal or regulatory requirements). Latitude may also use service providers based overseas. Where such disclosures occur, arrangements will be put in place to protect your personal information. It is not practicable to list every country in which such recipients are located but it is likely that the countries to which your information may be disclosed are as follows:

- China;

- countries within the European Union;
- India;
- Israel;
- Japan;
- Mexico;
- New Zealand;
- the Philippines;
- Singapore;
- Spain;
- South Korea;
- United Kingdom;
- United States of America

##### **David Jones**

David Jones may disclose your personal information to third parties and service providers located overseas. Please see the David Jones Privacy Policy for details of the countries where overseas recipients are located.

##### **Transfer of Latitude Group's rights**

Latitude and Latitude Group may without notice to you or obtaining your consent:

- assign any of its rights under the credit facility; and
- give information about the credit facility and your obligations under it to any assignee, or anyone who is considering becoming an assignee.

##### **Direct marketing opt-out**

##### **Latitude**

The consents given by you in relation to the use of your personal information for direct marketing apply to contacting you by all relevant means (for example, by letter, email, SMS or phone) and apply for an indefinite period of time, unless you expressly withdraw those consents.

If you do not want to receive direct marketing information from Latitude, you may call the Customer Services Team on 1300 550 006. You can also unsubscribe from email marketing by clicking unsubscribe in the footer of the email.

Where Latitude has provided your information to our third party or a retail partner to send you marketing or promotional materials, you will need to opt out of these services with them directly.

##### **David Jones**

The consents given by you in relation to the use of your personal information for direct marketing include offers, rewards and loyalty programs associated with your card, as well as general offers and rewards from David Jones, including emails about David Jones Rewards.

If you do not want to receive direct marketing information from David Jones (including David Jones Rewards), you may call David Jones Customer Services on 133 357 or email [contactus@davidjones.com.au](mailto:contactus@davidjones.com.au). You can also unsubscribe from email marketing by clicking unsubscribe in the footer of the email you received. Please note that if you unsubscribe from emails, you will be unsubscribing from David Jones Rewards and all emails from David Jones. This includes emails about offers and benefits associated with your card. You can control the types of marketing communications you receive from David Jones by tailoring your marketing preferences.

PO Box 1007, Melbourne, VIC 3001

Credit facility provided by Latitude Finance Australia (ABN 42 008 583 588). Australian Credit Licence Number 392145

# DAVID JONES

Rewards Program  
Term and Conditions

David Jones Icon

David Jones Premiere

David Jones Prestige

## 1 General information

These Terms and Conditions will apply to you if you are an individual and you are provided with the **account**.

These Terms and Conditions:

- are between you and Latitude Finance Australia (ABN 42 008 583 588) ("Latitude"), the provider of this **Rewards Program**;
- govern all aspects of your participation in the **Rewards Program**; and
- are to be read in conjunction with the Conditions of Use for the **account**.

In these Terms and Conditions, "we" and "us" means Latitude.

Words printed like **this** have the meaning given in 15 of these Terms and Conditions, or in 45 of the Conditions of Use.

## 2 Program participation

- 2.1 **You** are automatically enrolled in the **Rewards Program** after the opening of your **account**.
- 2.2 Each **account** is allocated a **rewards program account** and will accrue points in respect of that **account**.
- 2.3 These Terms and Conditions will become effective when you use the **account** or activate a **card** (which ever happens first). You will be bound by these Terms and Conditions, and any additional terms and conditions included in **David Jones points hub** and any policies and procedures we specify relating to the **Rewards Program** from time to time. You agree that these Terms and Conditions apply to any **points** you earn.
- 2.4 **Accounts** that are open, in good order and not overdue or in default are eligible to participate in the **Rewards Program**.
- 2.5 **Additional cardholders** cannot earn **points** in their own right, but may accumulate **points** for you.
- 2.6 Subject to clause 2.8 below, we may acting reasonably suspend your right to accrue **points** in connection with **eligible transactions**. We will make a reasonable attempt to give you 30 days' notice, but we don't have to give any notice in urgent circumstances.
- 2.7 Subject to clause 2.8 below, we may suspend or terminate your participation in the **Rewards Program**. We will make a reasonable attempt to give you 30 days' notice, but we don't have to give any notice in urgent circumstances.
- 2.8 We will automatically suspend your right to accrue **points** in connection with **eligible transactions** or suspend or terminate your participation in the **Rewards Program** if:
  - you are in default under the Conditions of Use in respect of the **account** or any material term or condition of the **Rewards Program**;
  - the **account** becomes 90 days or more past due;
  - you provide any misleading or false information in connection with the **Rewards Program**;
  - you materially abuse any privilege accorded to you as a participant in the **Rewards Program**;
  - we reasonably consider that you or anyone else with access to the **account**, acts in any fraudulent or dishonest way in connection with the **Rewards Program**; or
  - your **account** is closed by us in accordance with the Conditions of Use; or
  - we are aware of your death; or
  - it is otherwise reasonable for us to do so.

- 2.9 If we suspend or terminate your participation in the **Rewards Program** in accordance with clauses 2.7 or 2.8, or if we close the **account** in accordance with the Conditions of Use, all **points** earned in respect of the **Rewards Program** will be immediately forfeited and unavailable for redemption.
- 2.10 If you close the **account**, or you notify us that you wish to cancel the card under the Conditions of Use, you will be provided with a grace period of 30 days from the date your **account** is closed to redeem your **points** before your **Rewards Program account** is subsequently closed.
- 2.11 After the grace period of 30 days has elapsed, your **Rewards Program account** will be closed and all remaining **points** will be immediately forfeited and unavailable for redemption.
- 2.12 You must notify us promptly if you become aware of any fraudulent or dishonest use of the **Rewards Program account** or other abuse of the **Rewards Program**.

## 3 Earning points

- 3.1 We will issue you with **points** for all **eligible transactions** on the **account**. **Points** are earned on **eligible transactions** when the **eligible transactions** are posted to the **account**.
- 3.2 **Points** are earned for each \$1.00 spent on each **eligible transaction** (that is debited to the **account**).
- 3.3 To determine the number of **rewards points** credited to your **Rewards program account**, the **eligible transaction** amount is multiplied by the applicable **earn rate** for your **card** in 3.7 and is then rounded to the nearest whole value using standard rounding. For example:
  - rounded up to the nearest whole number if equal to or greater than 0.50; or
  - rounded down to the nearest whole number if equal to or lesser than 0.49.
- 3.4 **Eligible transactions** mean all transactions debited to the **account** except for the following transactions:
  - any transactions which we decide in our absolute discretion have not been made wholly or predominantly for personal, domestic or household purposes;
  - purchases of foreign currency, traveller's cheques, convenience cheques, or money orders;
  - any transaction in the nature of a wager, gaming, gambling transaction or game of chance, including a purchase of gambling chips or tokens of any lottery, raffle or sweepstake ticket;
  - **cash advances**;
  - purchases that are the subject of a **promotional offer**;
  - fees and charges payable in connection with the **account**;
  - interest charges payable in connection with the **account**;
  - government fees and charges, and fines;
  - transactions where your **card** is used to make payment(s) to the Australian Taxation Office (ATO);
  - transactions we decide are disputed or fraudulent or involve abuse of the **account** or a **card**;
  - payments credited to the **account**;
  - transactions refunded or reimbursed as they are posted to the **account**;
  - adjustments resulting from disputed transactions or otherwise;

- amount transferred from your **former David Jones card** account
  - balances transferred from any other credit card account; and
  - quasi cash transaction, which represents the purchase of foreign currencies or items (including, but not limited to, casino chips, cryptocurrencies, money orders, lottery tickets and travellers cheques) which may be convertible to cash, and other such transactions as determined by us from time to time.
- 3.5 **Points** you accrue do not constitute your property. You cannot sell or transfer the **points** to any other person or account. You may not transfer **points** awarded in connection with another loyalty program to your **Rewards Program account**.
- 3.6 **Points** you accrue have no monetary or cash value.
- 3.7 The **earn rate** for your **card** is the number of **points** earned per \$1 on **eligible transactions**, as outlined in this table:

Rewards Points Earned	David Jones Icon	David Jones Premiere	David Jones Prestige
Rewards Points per \$1 spent at David Jones	1	2	4
Rewards Points per \$1 spent at petrol stations and supermarkets	0.5	3	3
Rewards Points per \$1 spent everywhere else	0.5	1	1

For purchase type identification of a petrol station and supermarket, we are reliant on information about the merchant's business categorisations provided to us by either the merchant or their financial institution. The merchant must be categorised and notified to us with a Merchant Category Code (MCC) of:

- MCC 5541 (being Service Stations)
  - MCC 5542 (being Automated Fuel Dispensers)
  - MCC 5172 (being Petroleum and Petroleum Products)
  - MCC 5983 (being Fuel Dealers)
  - MCC 5411 (being Grocery Stores, Supermarkets)
- 3.8 We may, from time to time, increase or decrease the rate at which points will accrue for each whole dollar value of **eligible transactions** (including for selected eligible transactions), as outlined in the table above, by giving you at least 30 days prior notice.
- 3.9 We may at any time impose a **points cap** on the number of points that can be earned for any period or a **points expiry** specified by us, by giving you at least 30 days prior notice.
- 3.10 We may, from time to time, increase or decrease the **points cap** on the number of points that can be earned for any period specified by us or the **points expiry**, by giving you at least 30 days prior notice.

3.11 **Bonus points** may be posted to the **account** at different times as described in 4 of these Terms and Conditions, or as notified in the applicable promotional material.

#### 4 Bonus points

4.1 Where advised by us, you may also accrue extra **points ("bonus points")** by doing certain things or by purchasing certain goods or services we specify using the account.

4.2 **Bonus points** are accrued in addition to standard **points** earned on **your card** and do not count towards any **points cap** applicable to **your card**. These **bonus points** may be subject to additional terms and conditions as set out in the relevant promotional material or notified to relevant **cardholders**.

#### 5 Points redemption and deduction

5.1 Where an accrual of **points** is reversed by us, either because of returned **purchases**, transaction disputes or because the **points** were issued in error, or for any other reason under these Terms and Conditions:

a) the reversed **points** are calculated at the **earn rate** applicable at the time of the **points** reversal, which may differ from the **earn rate** that applied at the date of original purchase; and

b) will be deducted from the total number of **points** accrued to you.

Where such a deduction would result in the total **points** accrued to you reducing below zero, the total number of **points** accrued to you may be shown as a negative amount. In these circumstances, any future **points** accrued by you will be accrued towards setting off any deficit before otherwise being available to you. Any reduction of **points** (including the method of reduction) is at our reasonable discretion.

5.2 We will maintain the **Rewards Program account** in your name and will debit and credit **points** to the **Rewards Program account** in accordance with these Terms and Conditions. **Points** may not be redeemed until they have been allocated by us to the **Rewards Program account**.

5.3 **Points** you redeem will be deducted from the **Rewards Program account** at the time of your request or a later time if we choose (acting reasonably). The oldest **points** will be deducted first in processing your redemption request or when **points** are reduced for any other purpose under these Terms and Conditions (including without limitation 5.2 of these Terms and Conditions).

5.4 Once your redemption request has been submitted, it cannot be amended, reversed, or withdrawn unless we agree (acting reasonably).

#### 6 Obtaining rewards

6.1 Once you have accumulated sufficient **points** in the **Rewards Program account** you may use those **points** to claim **rewards** from the current **David Jones points hub** or when purchasing goods and/or services directly at David Jones.

6.2 The **David Jones points hub** can be accessed via the **Latitude Service Centre** or via the **Latitude Mobile App**. We may also send you emails from time to time showing what **rewards** are currently available, the number of **points** required to redeem each **reward** and any special terms and conditions applying to particular **rewards**. Where there is any inconsistency between those special terms and conditions and these Terms and Conditions, the special terms and conditions will prevail.

6.3 All **rewards** are subject to availability and available

**rewards** may change from time to time. Please ensure that your **points** balance and the **David Jones points hub** are current and correct before claiming a **reward**.

- 6.4 You may redeem a **reward** through the **David Jones points hub** and request a **reward** for which you have sufficient **points**. If another method becomes available for requesting a **reward**, you may also request a **reward** using that method.
- 6.5 A minimum number of **points** is required to be redeemed for each **reward**; this number, the monetary amount and currency are detailed in the **reward** description on the **David Jones points hub**. You may only use **points** in your own **Rewards Program account** to redeem **rewards** as outlined in 7. You may not combine **points** with another person or another **Rewards Program account** in order to claim a **reward**.
- 6.6 You may not combine your **points** with **points** earned by you on any other **account** or **rewards program account**, even if you hold multiple accounts and rewards program accounts in your name.
- 6.7 For security reasons, all inquiries about the **Rewards Program account**, and requests to redeem **rewards**, must be made by you personally. **Additional cardholders** will not be able to access information about the **Rewards Program account** and will not be able to redeem **rewards**.
- 6.8 All reward redemptions are final, a **reward** may not be returned, cashed-in, or exchanged for another **reward**.
- 6.9 All **rewards** are subject to availability and we reserve the right to cancel a redemption request and apply a **points** reversal when a **reward** is not available. Special terms and conditions may apply in relation to individual **rewards**, including limits on the number of multiple **rewards** of any one type that you may claim at any time or from time to time. We are not liable for any **reward** provided by a third party not being available for any reason.
- 6.10 You are not entitled to redeem **points** for **rewards** at any time that the **account** is in default, in arrears or the **Rewards Program account** is closed.
- 6.11 We will deduct **points** used to redeem a **reward** from the **Rewards Program account** at the time you redeem the **reward** or later, at our reasonable discretion.

## 7 Types of rewards

- 7.1 **Points** can be redeemed for **rewards** such as, **digital gift cards**, **Points for credit**, to **pay with points**, and for a **transfer of points** (e.g. Airline frequent flyer programs).
- 7.2 All **rewards** listed are subject to 5.4 and 6 and any **rewards** that are lost or stolen will not be replaced.
- 7.3 The delivery timeframe for the **reward** redeemed will be outlined in the **David Jones points hub** and on your redemption confirmation email.

## 8 Digital gift cards

- 8.1 You may redeem **points** for any **digital gift card** available in the **David Jones points hub**. All **digital gift cards** redeemed.
- 8.2 We will send you the **digital gift card** by email (or any form that we choose).
- 8.3 The **digital gift card** must be used by the expiry date as set out in the **digital gift card** terms and conditions which do not form part of these Terms and Conditions. It is your responsibility to check the expiry date of the **digital gift card** as those not used by the expiry date will not be replaced.

- 8.4 **Digital gift cards** will be deemed void and will not be accepted if stolen, forged, or mutilated.

## 9 Points for credit

- 9.1 You may redeem **points** through the **David Jones points hub** for a credit of a specified amount or to cover a purchase in the last 30 days.
- 9.2 The credit will be applied as a payment to your **account** and cannot be reversed.

## 10 Pay with points

- 10.1 You may specify a number of **points** to redeem in order to pay for a purchase during checkout at David Jones.
- 10.2 To request to **pay with points**, you must satisfy authentication through a method specified by us.
- 10.3 You may nominate the number of **points** redeemed, up to the number of **points** required to complete the purchase, or up to your **points** balance.
- 10.4 If the number of **points** nominated do not sufficiently cover the total purchase amount, the remaining balance will automatically be billed to the **card** on your **account**.  
 Subject to 3.3, **points** can be earned for the remaining purchase balance billed to **your** David Jones **card**.
- 10.5 In the event of a return, refund or cancellation for part or the entirety of your **pay with points** purchase:
  - if you return in-store, the purchase amount paid with **points** will be refunded in the form of a David Jones gift card to the equivalent dollar amount (Subject to 5.1, points calculated at the **earn rate** applicable at the time of the refund, which may differ from the earn rate that applied at the date of original purchase); or
  - if you return online purchases to David Jones other than in-store, the purchase amount paid with **points** will be refunded with an equivalent number of **points** directly to your **account**; and
  - If applicable, any balance originally debited to **your** David Jones **card** for the remaining purchase amount will be refunded directly to your **account**. Subject to 3.8 and 5.1, **points** will be debited for the remaining purchase amount to your **rewards program account**.

- 10.6 If the number of **points** nominated do not sufficiently cover the total purchase amount, the remaining balance will automatically be debited to the **card** on your **account**. Subject to 3.3, **points** can be earned for the remaining purchase balance debited to **your** David Jones **card**.

## 11 Transfer of points

- 11.1 You may request a transfer of **points** from your **rewards program account** into another participating loyalty program in the same name as your **account**. Enrolment in a participating loyalty program is solely your responsibility and fees may apply.
- 11.2 **Points** attempted to be transferred to a participating loyalty program in a name other than **your** name on the **account** is not permitted and will be rejected.
- 11.3 You may request a one-off transfer of **points** through the **David Jones points hub**. In order to request a transfer, **you** first must provide us with **your** customer identifier details, such as but not limited to, **your** loyalty membership number and full name.
- 11.4 The conversion rate applicable will be displayed in the **David Jones points hub** for each participating loyalty program.

11.5 **Points** must be transferred to a participating loyalty program in the multiples specified by us.

11.6 Once your transfer request is processed by us, we have no control over and assume no responsibility for, the processing time at which the loyalty points for the participating loyalty program are credited.

11.7 **Points** transferred to a participating loyalty program are subject to, and must comply with, the terms and conditions outlined in that program.

## 12 Managing points

12.1 You will be able to view your **points** balance through **Latitude Service Centre, Latitude Mobile app** and the **David Jones points hub**.

12.2 We will notify you of the **points** accrued, redeemed and **points** balance in your **rewards program account** on a monthly basis by email (or any form that we choose).

12.3 If you believe that you have not been credited with **points** that you are entitled to, you must notify us by contacting us within 6 months. Requests for missing **points** to be credited must be made in writing to us and must be accompanied by a legible copy of the relevant sales receipt and **account** statements. We will investigate all queries.

12.4 We reserve the right to adjust the **Reward Program account** if **points** have been incorrectly credited or debited to the **Reward Program account**, whether due to our error or for any other reason (acting reasonably).

## 13 General

13.1 Except as provided in any law which cannot lawfully be excluded or modified by agreement, we are not responsible for the merchantability, fitness for purpose or availability of any **rewards** you receive or request 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**. Any complaints should be directed to **us** to resolve.

13.2 If we are liable for breach of any term implied by law in connection with the operation of the **Rewards Program** or the supply of any **reward**, we limit such liability where entitled to do so to:

- replacement or repair of the **reward** or payment of the cost of replacing or repairing the **reward**; or
- supplying the services again or payment of the cost of having the services supplied again  
 except to the extent caused by the fraud, negligence or wilful misconduct of us, our related entities, or our contractors, employees, officers or agents.

13.3 We may acting reasonably suspend the **Rewards Program** by making a reasonable attempt to give you 30 days' notice, but we don't have to give any notice in urgent circumstances (including where we are required to do so by law or in order to protect our systems).

13.4 We may acting reasonably change or amend these Terms and Conditions, or otherwise terminate or change the **Rewards Program**, at any time at our discretion without giving any reason, even if this has the effect of:

- reducing or cancelling **points** previously earned by you;
- changing the transactions that are **eligible transactions**;
- changing or reducing the number or value of **points** that may be earned in any transaction or that are required to redeem any **reward**;

- reducing, changing or cancelling the number, type or value of **rewards** available through the Rewards Program;
- changing a participating loyalty program partner.

We will make a reasonable attempt to give you 30 days' notice, but we don't have to give any notice in urgent circumstances.

13.5 By continuing to use the **Rewards Program account** or allowing (as relevant) an **additional cardholder** to use the **Rewards Program account** you confirm your agreement to be bound by these Terms and Conditions as changed or amended from time to time and any additional terms and conditions included in any **David Jones points hub** and any policies and procedures we specify relating to the **Rewards Program** from time to time.

13.6 Our failure or delay to exercise our rights under these Terms and Conditions does not constitute a waiver of those rights.

13.7 You cannot transfer your participation in the **Rewards Program** to any other person or entity.

13.8 You are responsible for any taxation liability (including any goods and services tax) or other government charges or reporting requirements arising from your participation in the **Rewards Program**, or the redemption of **points** to obtain a **reward**. If your participation in the **Rewards Program**, or the redemption of points to obtain a **reward**, involves a taxable supply being made to you, are responsible for paying any amount charged by the entity making the supply in respect of its goods and services tax liability on the supply. We do not offer any advice or accept any responsibility with respect to these matters.

13.9 All references to dollars are in Australian dollars unless otherwise stated and where a transaction is initially recorded in a foreign currency the relevant amount of **points** will be allocated by reference to the Australian dollar value of that transaction debited to your **account**.

13.10 We may exercise any right, power or remedy granted to us by these Terms and Conditions at our sole and absolute 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.

## 14 Dispute resolution

14.1 Subject to 12.3 of these Terms and Conditions, any queries or complaints concerning your participation in the **Rewards Program** or about the **Rewards Program account** will be dealt with in accordance with the procedure set out in the Conditions of Use for the David Jones Icon, David Jones Premiere or David Jones Prestige.

14.2 All questions or disputes regarding your participation in the **Rewards Program** will be resolved by us at our discretion (acting reasonably).

## 15 Definitions

In these Terms and Conditions:

**Account** means your David Jones Icon, David Jones Premiere, or David Jones Prestige **account** with **us** from which your **card**, token or document is issued.

**Bonus points** has the meaning given to it in 4 of these Terms and Conditions.

**Points for credit** means the function that permits **points** to be converted into a credit and applied to the **account**.

**David Jones points hub** means the online store accessed via the **Latitude Service Centre** and/or **Latitude App** which lists all





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