

Website Terms of Use

Introduction

amplify.bankofmelbourne.com.au and travel.amplify.bankofmelbourne.com.au (collectively, the "Site") is owned by Bank of Melbourne - A Division of Westpac Banking Corporation ABN 33 007 457 141 AFSL and Australian credit licence 233714. ("Westpac"). The Amplify Rewards Program, including the Amplify Travel Program and the Site, is administered by Mastercard Loyalty Solutions Australia Pty Ltd ABN 49 002 693 656 ("MLSA"). The Amplify Travel Program, including the Site, is operated by Westpac's provider Mastercard Travel Solutions Australia Pty Ltd ABN 70 003 745 999 ("MTSA"). Both MLSA and MTSA are Mastercard companies and are referred to in these Terms of Use as "MLSA". Both Westpac and MLSA are referred to in these Terms of Use as "we" or "us". By accessing and using the Site, you accept and agree to the following Terms of Use without limitation or qualification and, if you use any of the services identified on the Site for which additional or alternative terms and conditions are referred to, you accept and agree to those additional terms and conditions for those other services. If you do not agree with these Terms of Use, please do not use the Site.

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1. Right to Use Site Content

You may view, share, print or download any information or content from the Site ("Content") for your own personal use only. You may not license, republish, distribute, copy, modify, assign, sublicense, transfer, sell, prepare derivative works, reverse engineer, decompile, disassemble, deep link to or make any other non-personal use of any Content on the Site.



You may not access or use the Site in any way that could, or is intended to, damage or impair the Site or any server or network underlying the Site, or interfere with anyone else's use and enjoyment of the Site. You may not use automated systems (e.g., robots, spiders, etc.) to access the Site. You agree not to collect personally identifiable information of other users of the Site or to sell or otherwise exploit that information.

You may not use or access the Site in any way that is illegal.

We may deny you access to the Site without notice at our discretion, including for violation of any of these Terms of Use.

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2. Changes to the Site and Terms of Use

We reserve the right to change or modify any of the content appearing on or in connection with this Site, including these Terms of Use, at any time without notice to you by updating this posting. Any subsequent access to, or use by you, of the Site will constitute acceptance by you of those modifications.

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3. Intellectual property rights

All Site Content, including but not limited to trademarks, service marks, trade names, and logos, and other materials and information on this Site, is owned by us or licensed to us. Nothing contained on the Site shall be construed as granting any license or right to make commercial use of any Content without our prior written permission.

The Site contains and makes available third party materials and links to third party web sites that we do not own or control. If you believe any material available through the Site infringes a copyright, you should notify MLS via phone on [1300 600 266](tel:1300600266) or mail Locked Bag 7000 Crows Nest NSW 1585. MLS will seek to respond expeditiously with a view to resolving your claim.

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4. Interactive feedback

From time to time, we may ask for your feedback on the Site and products and/or services. Any communication or material you transmit or post, including unsolicited communications or material, will become the property of Westpac and may be used by Westpac, its licensees and third party affiliates in any medium and in any manner at Westpac's sole discretion without any obligation, compensation or other liability to you. We shall be under no obligation to respond to any such communication or material. We shall not be liable for any use or disclosure of any communication or material, or for any similarities in the communication or material and any future Westpac products and services.

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5. Retailers and retailer offers

Retailers provide us with various products and services for redemption on the Site and certain discounts, rebates or other benefits (e.g. free shipping) on the redemption of such products and services (together referred to as "Offers"). Such Offers are subject to certain terms and conditions and may change at any time without notice to you. We will not be liable for any loss, claim, damages, costs and expenses incurred as a result of any interaction between you and a retailer with respect to such Offers or otherwise. Except as set forth herein, all matters, including but not limited to purchase and delivery of goods and services, returns, and warranties are solely and strictly between you and the applicable retailers. We do not endorse or warrant the retailers that are accessible through the Site nor any guarantees, warranties, representations or Offers they provide.

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6. Sweepstakes

From time to time, Westpac may make you aware of certain related sweepstakes or other promotions. All such sweepstakes and promotions are subject to the official rules for such sweepstakes and promotions and all related applicable laws, regulations and statutes.

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7. Third party content and links to other web sites

The Site may contain third party content and links to other web sites that are independent of the Site. Third-party content and links are included solely for your convenience and do not constitute any approval, endorsement or warranty by us. Moreover, we are not responsible for the accuracy, completeness, or reliability of third-party information, or the products or services offered or sold through any linked websites and you assume sole responsibility for the use of third-party information. Any agreements, transactions, or other arrangements made between you and such third party are made solely at your own risk. When you click on a third-party link, you will leave the Site. Any personal information you submit on the resulting site will not be collected or controlled by us but will be subject to the privacy notice or terms of use of the resulting site. Please review the privacy policy and terms of use of the resulting site for more information on its privacy practices.

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8. Linking to the site

You may create a hyperlink to the Site or its content so long as the link does not portray us, or our products or services in a false, misleading, derogatory, or otherwise offensive matter or imply a sponsorship or endorsement of your site, page or content by us. Your site must comply with all relevant laws in any applicable jurisdiction and must not contain the following:

- Illegal, sexually explicit, pornographic, or otherwise offensive or distasteful material;
- Content promoting gaming, wagering or betting sites;
- Instructions on the manufacture and/or use of illegal drugs, or other dangerous materials;
- Material that promotes harassment, hatred or discrimination based on age, race, religion, gender, sexual preference or any other factor;
- Defamatory, disparaging, abusive, threatening or offensive messages (whether aimed at us or a third party); or
- False or misleading information about the products and services of Westpac or a member of the Westpac Group or any implication that Westpac, or any member of the Westpac Group, endorses your product, service or organisation.

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Any link from your site to the Site is subject to your site complying with the following conditions:

- Your site must not replicate the content of the Site;
- You must not frame any part of Site; and
- Your link must be made in good faith and must not be established in a way that blocks or prevents the display of any part of the Site.

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9. Privacy policy

Your use of the Site is subject to the [Bank of Melbourne Privacy Policy](#), viewable here.

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10. Indemnification

You agree to indemnify, defend and hold us and our business partners including but not limited to staff and affiliates of any of these parties (together referred to as "Covered Parties") harmless from any liability, loss, claim, damages, costs and expense, including reasonable legal fees and expenses, that a Covered Party may suffer or incur arising from, related to or in connection with either your violation of these Terms of Use or your use of the Site.

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11. Disclaimer of warranties

We make every effort to ensure that information on this Site is free from error, but make no warranty and accept no liability for the accuracy, completeness or authenticity of any information contained in this Site.

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The Site and all Content are provided to you "as is," and "as available," and all warranties, express or implied by custom, law, statute or otherwise, are hereby disclaimed. We do not warrant that the Site will be available, operate error-free, that defects will be corrected or that the Site is free of viruses or other harmful components. Your use of the Site is at your own risk. You download or otherwise obtain content through this Site at your own risk. You are solely responsible for any damage to your computer system or any data loss that may result from your use of the Site, including without limitation, damage resulting from computer viruses. Please note that some jurisdictions may not allow the exclusion of implied warranties, so some of the above exclusions may not apply to you.

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12. Disclaimer of damages and limitation of liability

In no event shall the Covered Parties be liable for any loss, claim, damages (whether direct, indirect or consequential), costs or expenses arising out of or in connection with your use or access of the Site or its Content. Applicable law may not allow the limitation or exclusion of liability or incidental or consequential damages, so the above limitation or exclusion may not apply to you.

We are not responsible for any error, omission, interruption, deletion or delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of the Site or any messages sent by you to us or received by you from us. We are not responsible for any problems or technical malfunction of any telephone network or lines, traffic congestion on the Internet, computer systems, servers or providers, computer equipment and software or failure of any email to be received by you or us as a result of such problems.

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13. Miscellaneous

These Terms of Use shall be construed, interpreted and performed exclusively according to the laws in force in New South Wales, Australia, without giving effect to any principles of conflicts of law. You agree that any action arising out of or directly or indirectly relating to these Terms of Use or the Site shall be filed only in the courts of New South Wales, Australia. You hereby consent and submit to personal jurisdiction of such courts for the

purposes of any action related to the Site, your access or use thereof, or these Terms of Use, and to extra-territorial service of process.

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Should any part of provision of these Terms of Use be held unlawful, void, invalid or unenforceable, that portion shall be deemed severable from these Terms of Use and shall not affect the validity and enforceability of any remaining provisions. Except as provided herein, these Terms of Use constitute the entire agreement between you and us pertaining to their subject matter. Our failure to enforce any provision of these Terms of Use or any additional terms shall not be deemed a waiver of such provisions nor of its right to enforce such provision.

Customer service and contact information

Mailing address:

Bank of Melbourne Amplify Rewards
Locked Bag 7000
Crows Nest NSW 1585
Australia
Phone enquiries: [1300 600 266](tel:1300600266)

Amplify Rewards Centre is open 8am – 11pm (AEST), Monday to Sunday excluding National Public Holidays.

Amplify Rewards website is administered by Mastercard Loyalty Solutions Australia Pty Ltd ABN 49 002 693 656

Amplify Travel is operated by Mastercard Travel Solutions Australia Pty Ltd ABN 70 003 745 999, ATAS A10708

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