

loeem™

Beem Rewards

Terms and conditions



1. Agreement

- a. These Beem Rewards Terms and Conditions (“Beem Rewards Terms and Conditions”) are a legal agreement between you (“you,” or “your”) and **Digital Wallet Pty Ltd** (ABN 93 624 272 475) (Australian Financial Services Licence Number 515270) (“Digital Wallet”, “we”, “us” or “our”) and govern your use of Beembucks.
- b. The following terms have the meanings ascribed to them in these Beem Rewards Terms and Conditions. Terms defined in the Digital Wallet Product Disclosure Statement for the Beem app have the same meaning when used in these Beem Rewards Terms and Conditions.
- c. “Beem Rewards” means the notional credits that Digital Wallet notifies you in its absolute discretion as accumulated from eligible purchases with participating merchants using eligible cards according to these Beem Rewards Terms and Conditions.
- d. “Beembucks” means the value notified by Digital Wallet in its absolute discretion as available to you for redemption, from your then balance of Beem Rewards, within a specified period with participating merchants according to these Beem Rewards Terms and Conditions.
- e. “Eligible cards” are Visa or Mastercard Payment Cards issued by an Australian financial institution to a customer who is resident in Australia, excluding prepaid cards, corporate cards, gift cards, store cards which can only be used at their respective retailers’ stores, government-administered prepaid cards (including Medicare and healthcare cards) and cards that are not processed through the Visa payment system or the Mastercard payment system or eftpos payment system in Australia.
- f. “Eligible purchases” are any purchases determined by Digital Wallet in its sole discretion as eligible, using an eligible card from a participating merchant by:
 - i. clicking a link and going to a site then completing a purchase; or
 - ii. shopping at a store
- g. Eligible purchases excludes transactions where we are not able to confirm whether the payment method used is an eligible card, payments of existing balances, funds transfers to users who are not merchants], or transactions for which a refund, chargeback, cancellation, disputed transaction are raised.
- h. “Participating merchants” are published through the Beem app from time to time. Merchants participating for Beem Rewards accrual may differ from merchants participating for Beembucks redemptions.
- i. Only Beem registered users who select one or more of their registered Payment Cards for the purposes of Beem Rewards and who consent to the uses and disclosures of their personal information in the privacy collection statement when opting into Beem Rewards may register for Beembucks.
- j. These Beem Rewards Terms and Conditions operate in addition to the terms and conditions of the business (Merchant) from whom you purchase products and services to accumulate Beem Rewards. The merchant’s terms and conditions are linked through the Beem app.

- k. Opting in to using Beem Rewards means that you accept the Beem Rewards Terms and Conditions and any Merchant Terms and Conditions published by the Merchant related to Beem Rewards offers. The Beem Rewards Terms and Conditions will be displayed on the screen before you confirm that you opt into Beem Rewards.
- l. Before opting into Beem Rewards, please make sure you read and understand:
 - 1. these Beem Rewards Terms and Conditions; and
 - 2. The Digital Wallet privacy policy and Beem Rewards privacy collection statement which sets out how your personal information and information about your transactions will be used, if you consent by opting into the service.
- m. We remind you that your use of Beem (including in respect of Beembucks) is governed by the Beem Product Disclosure Statement and Terms and Conditions (as amended from time to time) which are available [here](#).

2. Overview, significant benefits and significant risks of Beem Rewards

- a. Beem Rewards is a loyalty program through which Beem registered users may accumulate Beem Rewards and receive cashback benefits on redemption of Beembucks.
- b. Beem Rewards is voluntary for user to opt into.
- c. By registering for Beem Rewards, registered users will see cashback offers from participating merchants which users can access via a link or in-store to accumulate Beem Rewards.
- d. If Beembucks are redeemed in accordance with these Beem Rewards Terms and Conditions, users will receive cashback.
- e. If any of the following happens, then users will not receive cashback:
 - i. an online purchase session is interrupted after clicking the link from the Beem app, then no Beem Rewards will accumulate as the eligible purchase may not complete;
 - ii. Digital Wallet cannot tell from the transaction information received whether the payment method was an eligible card, then no Beem Rewards will accumulate;
 - iii. Cards other than eligible cards are used, no Beem Rewards will accumulate;
 - iv. users return products, seek a refund or chargeback related to an eligible purchase then Beem Rewards will be removed for that eligible purchase;
 - v. a participating merchant does not pay amounts owed to Digital Wallet in connection with an eligible purchase or commission, then no Beem Rewards will apply and no Beembucks will be made available for that eligible purchase;
 - vi. less than AUD\$10 is notified in a user's Beembucks account, then no redemption is permitted;

- vii. the Beembucks notified value reaches \$999 for any one user, then no more Beem Rewards will accumulate for that user without the prior express consent of Digital Wallet;
- viii. the Beem Rewards program, Beem Rewards or Beembucks are cancelled before redemption, then any remaining notified value of Beembucks will be forfeited and extinguished.

3. Accumulating Beem Rewards and Beembucks

- a. Digital Wallet is the issuer of Beem Rewards and Beembucks.
- b. Neither Beem Rewards nor Beembucks have any monetary value. The accumulation of Beem Rewards and value assigned to any Beembucks are entirely at Digital Wallet's discretion. A user does not receive any entitlement to a Beembuck or any value notified in relation to the Beembuck until:
 - i. Digital Wallet has notified the user that their Beem Rewards have a value, at which time they are called Beembucks;
 - ii. The user has accumulated more than AUD\$10 in Beembucks notified value; and
 - iii. The user has requested to redeem the Beembucks; andprovided, Digital Wallet has not given notice of the cancellation of the Beem Rewards program or Beembucks prior to that time.
- c. Digital Wallet may cancel the Beem Rewards program, Beem Rewards and Beembucks at any time before Beembucks have been redeemed by the user. The user has no claim against Digital Wallet for the notified value of Beembucks if cancelled before redemption.
- d. Digital Wallet will publish from time to time:
 - i. Participating merchants, noting that the Merchants that are participating for the purposes of allocation of Beem Rewards may be different from the participating merchants for the redemption of Beembucks;
 - ii. The period during which eligible purchases may occur; and
 - iii. The period during which redemptions may occur, which may be different to the period during which eligible purchases may occur.
- e. Digital Wallet will display cashback offers by participating merchants through which users can accumulate Beem Rewards for making eligible purchases.
- f. Digital Wallet, or its service provider, will monitor eligible purchases with participating merchants to determine in its absolute discretion whether Beem Rewards are accumulated. Neither Beem Rewards nor Beembucks arise until Digital Wallet notifies you that they have been made available to you. Note that your Beem Rewards will be reduced by a corresponding number of Beem Rewards if an eligible purchase is refunded, charged back, disputed or the goods returned. Beembucks are not certain until redeemed by you, provided they have not been cancelled before you seek to redeem.

- g. Your accumulated Beem Rewards will be displayed in the Beem app. Digital Wallet's record of the Beem Rewards and Beembucks is the indisputable source of truth for the balance of each. At any time, you may have both a number of Beem Rewards (having no value) and a balance of Beembucks (with assigned value).
- h. If Digital Wallet notifies you have been awarded a value for Beembucks, your Beembucks will only have the value specified when redeemed in accordance with these Beem Rewards Terms and Conditions.
- i. The maximum value of Beembucks that may be notified at any time to any one user is AUD\$999. Once that value is achieved, no further Beembucks can be accumulated without the express prior approval of Digital Wallet.
- j. Beembucks cannot be redeemed if the Beembucks notified value or remaining notified value is less than AUD\$10.
- k. Any Beembucks notified value is forfeited if:
 - i. The user ends its agreement to use the Beem app;
 - ii. The user becomes inactive;
 - iii. All eligible cards are removed from registration with the Beem app;
 - iv. Digital Wallet cancels or removes the value of Beembucks; or
 - v. Digital Wallet cancels the Beem Rewards program.
- l. Beem Rewards that you receive as a result of an eligible purchase at a participating merchant will generally be reflected in your Beem Rewards record in your Beem app within 0-7 Business Days after the eligible purchase. Beem Rewards that you receive as a result of an eligible purchase online will be reflected in your Beem Rewards after the return period for the purchase has expired and generally within 60-90 Business Days after the eligible purchase online is completed. In some cases, it may take longer for Beem Rewards to be reflected in your Beem Rewards record in your Beem app. For purposes of these Beem Rewards Terms and Conditions, "Business Day" means a day that is not a Saturday, Sunday or public holiday in New South Wales, Australia. Without limiting any of the other conditions of these Terms and Conditions, if we award Beem Rewards or Beembucks to you in error (e.g., we later determine that you did not comply with the terms and conditions of an eligible purchase or if you charge back an eligible purchase), we reserve the right to remove the applicable Beem Rewards or Beembucks from your Beem Rewards record in your Beem app.
- m. Please be aware that a participating Merchant will determine the terms of its cashback offers. This will generally be specified in the relevant Merchant's Terms and Conditions. If you are unable to find this information, then you should contact the Merchant.
- n. Display of participating merchant lists, offers, discounts and cashback offers at participating merchants is not a recommendation by Digital Wallet of the goods or services of that merchant or of the merchant. Digital Wallet does not warrant the accuracy or completeness of the information provided by participating merchants.

4. Redeeming of Beembucks

- a. Users may register one or more of their cards registered for use in the Beem app to be eligible for cashback redemption to a debit card using Beembucks.
- b. Digital Wallet is not required to assign value to Beembucks and may do so in its absolute discretion. For example, if a Merchant does not pay any amounts owed to Digital Wallet then no value will be assigned as Beembucks in respect of those purchases. If goods purchased in an eligible purchase are returned or the eligible purchase is refunded, disputed or chargedback, then any Beem Rewards accumulated or Beembuck notified as having value in respect of that purchase will be removed. If the balance of Beembucks in your Beembucks record is less than the amount of Beembucks you received for that eligible transaction, we will offset the applicable notified value of Beembucks from Beembucks you would otherwise be notified of for future eligible purchases until the Beembucks record is trued up.
- c. Digital Wallet may cancel Beembucks value at any time before it is redeemed by the user.
- d. Beembucks can only be redeemed as a credit to your nominated debit card. Funds will be credited within 1 Business Day of being requested to be redeemed.
- e. The available Beembucks notified value will reduce by the amount credited to your debit card through redemption of the Beembucks. Digital Wallet will notify you of your remaining balance of Beembucks through the Beem app.
- f. By redeeming Beembucks, you authorise us to credit your registered debit card with the value of your redeemed Beembucks. This authorisation will remain in full force and effect until the termination of your Beem Rewards record in your Beem app or until you otherwise notify us by emailing us at support@beem.com.au. You must notify us of any change in the debit card to receive redemptions at least 3 Business Days before any such change by emailing us at support@beem.com.au or by updating your Beem Rewards record in your Beem app. If we do not receive notice at least 3 Business Days before any such change, we may attempt, in our sole discretion, to implement such change prior to any credit transaction in redemption of Beembucks. However, we assume no responsibility for our failure to do so. You are solely responsible for verifying the accuracy and completeness of any credits to your redemption debit card. You must notify us of any errors within 15 days of such information being made available to you. If you do not notify us of any errors within such 15 days, you will forfeit the right to contest a transaction, except to the extent such forfeiture is prohibited by applicable law.
- g. Beem Rewards and Beembucks are personal and are not transferrable and Beembucks cannot be redeemable by anyone other than the user to whom they are assigned. Any actual or attempted
 - i. transfer, assignment, sale, gifting, exchange (other than through redemption under these Terms and Conditions), trading, conversion, lease, sublicense, rental or distribution Beem Rewards or Beembucks other than in accordance with these Beem Rewards Terms and Conditions is void and of no effect and may lead to cancellation of your Beem Rewards account.
- h. Any unused balance of Beembucks at the time that Digital Wallet notifies you that the Beembucks program is no longer available or has been cancelled will not be redeemable.
- i. Beembucks are never redeemable from Digital Wallet.

- j. Once Digital Wallet has notified a user that Beembucks have been assigned a value, Digital Wallet will hold the assigned value of Beembucks in a separate account. Redemptions are paid for from that separate account. However, on cancellation of the Beem Rewards program or Beembucks, any notified value will be forfeited for use by Digital Wallet in its own discretion.
- k. You receive no intellectual property rights through or in connection with accumulation of Beembucks loyalty point or Beembucks or use of Beembucks.

5. Fees, commissions and taxes

- a. There are no fees charged to users by Digital Wallet for the accumulation of Beem Rewards or the redemption of Beembucks. However, merchants may charge fees and other charges for eligible purchases under the Merchant Terms and Conditions.
- b. Digital Wallet will receive from a Merchant or a Merchant aggregator a commission of between 1 and 3% of the value of eligible purchases. This is in addition to any amount that Digital Wallet receives from the Merchant in respect of an eligible purchase for which Beem Rewards accumulate.
- c. You are responsible for any goods and services taxes or other taxes, levies and imposts that may be applicable to Beem Rewards, Beembucks or the redemption of Beembucks. You authorise us to provide any required information to any tax authority related to your accumulation and redemption of Beem Rewards and Beembucks. We are not responsible for determining whether any goods and services taxes or other taxes, levies and imposts are applicable to Beem Rewards or Beembucks or the redemption of Beembucks nor for collecting, reporting, or remitting taxes arising from your access to or use of the Beem Rewards program, except for our own income taxes. You agree to promptly and fully reimburse and indemnify us for any taxes, penalties, and interest assessed by any taxing authority regarding amounts owed by you in connection with these Beem Rewards Terms and Conditions.

6. Liability

- a. Digital Wallet is not liable for any loss that may occur through the accumulation of Beem Rewards or Beembucks, including through use of the Beem app in anticipation of accumulating Beem Rewards or Beembucks. Digital Wallet is not party to any transactions for the purchase of goods or services using registered cards with participating merchants. You must resolve all disputes related to the goods or services purchased using Payment Cards registered within the Beem app with the merchant or seek a chargeback of the transactions through your Payment Card issuer.
- b. Digital Wallet does not accept any liability whatsoever in connection with participating merchants, their goods or services or their cashback offers for which Beem Rewards can be accumulated.

- c. For example, Digital Wallet is not liable for any loss that may be incurred in events such as:
1. You make purchases, including eligible purchases with eligible cards from participating merchants in anticipation of accumulating Beem Rewards but the Beem Rewards program ends before you have redeemed Beembucks, whether or not you have been notified of value being assigned to your Beembucks;
 2. a link within the Beem app to a Merchant website is inoperable when attempted to be used;
 3. if a participating merchant ceases to be a participating merchant;
 4. the availability, quality or fitness for purpose of any goods or services purchased from a merchant..
- d. Digital Wallet is liable if the loss is caused by fraud, negligence, or wilful misconduct of Digital Wallet or its employees or a technical fault of Digital Wallet. In that case and to the extent permitted by law, Digital Wallet's liability is limited to replacing the then remaining balance of notified Beembucks.
- e. If you incur loss as a result of undertaking transactions using Beem , the rules about liability for unauthorised transactions in section 6 of the Beem Product Disclosure Statement and Terms and Conditions (available [here](#), as amended from time to time) will apply.

7. Suspension and termination

- (a) Digital Wallet may, in our sole discretion, suspend, limit, or terminate your Beem Rewards and Beembucks account and your access to and use of Beembucks, including the Beembucks notified value in your Beembucks account, at any time for any reason, with written notice to you, including, but not limited to, if we suspect that your access to or use of Beembucks or the Beem app violates these Terms or applicable law.
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- (b) Digital Wallet may cancel your Beem Rewards and Beembucks account on 7 days' notice, if your Beem app becomes Inactive. Your account becomes "Inactive" if you do not log in to the Beem Website or Beem App and click through to a participating merchant's website at least once in any 12-month period.
- (c) All Beem Rewards and Beembucks held in an Inactive account will expire at midnight (Sydney, Australia, time) on the date that the account becomes Inactive (the "expiry date"). Unless we cancel your account in accordance with clause 16.2(a) of the Digital Wallet Product Disclosure Statement for Beem app, expiry of Beem Rewards and Beembucks will not terminate your Beem app account, but the expired Beem Rewards and Beembucks will be immediately and irreversibly cancelled and will not be available to you. Digital Wallet will use reasonable endeavours to provide you with prior written notification of the date on

which your Beem Rewards and Beembucks will expire.

- (d) You may stop using Beembucks and terminate your Beem Reward and Beembucks account at any time by:
 - a. Emailing us at support@beem.com.au
 - b. Going to the “Close my account” section of the website or Beem app and following the prompts.
 - (e) Upon the termination of your Beem Rewards and Beembucks account, you will no longer be entitled to accumulate Beem Rewards or be assigned Beembucks value for your accumulated Beem Rewards and will not be able to redeem your Beembucks. Termination of your Beem Rewards and Beembucks account is final and cannot be reversed.
 - (f) Termination of your Beembucks account will extinguish any notified value of Beembucks that are not at that time redeemed.
 - (g) Termination of your Beembucks account will not affect your use of the Beem app. However, termination of your Beem app will terminate your Beembucks account.
 - (h) Provisions of these Beem Rewards Terms and Conditions that, by their nature, should survive termination of your Beembucks account and your access to and use of Beembucks will survive such termination
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8. Making a complaint

We try to get things right the first time, but if we do not, we will do what we can to fix it. You can fix most problems or make a complaint simply by emailing us at support@beem.com.au. We will:

- a. keep a record of your complaint;
- b. give you a reference number and a staff member’s name and contact details so you can follow up with them if needed;
- c. respond to the complaint within 21 days, or tell you if we need more time to complete our investigation;
- d. give our final response within 30 days; and
- e. if we cannot complete our investigation within 30 days, we will let you know why.

If you are not happy with how we handled your complaint, you can contact the Australian Financial Complaints Authority, a free and independent dispute resolution service:

Australian Financial Complaints Authority

GPO Box 3 Melbourne Vic 3001

Phone: 1800 931 678 or visit www.afca.org.au

9. Governing law and jurisdiction

These Beem Rewards Terms and Conditions are governed by the laws of New South Wales, Australia. You and we submit to the non-exclusive jurisdiction of the courts of New South Wales.

10. Changes to these Beem Rewards Terms and Conditions

- a. We may:
1. change these Beem Rewards Terms and Conditions at any time where the change will only relate to future transactions or the future use and operation of Beembucks; or
 2. change the eligible purchases, participating Merchants, accumulation period or redemption period
 3. cease to offer Beem Rewards or Beembucks; or
 4. cancel or remove the Beem Rewards program, Beem Rewards or Beembucks at any time on notice.
- b. We will give you at least 30 days' notice if a change introduces or increases fees, if we plan to cease to offer Beem Rewards in the future or if a change is otherwise unfavourable to you. Otherwise, notice may be given on the day of change.
- c. We will notify you of a change by electronic notice to you via your device or the App Store if you are using iOS or the Google Play Store if you are using an Android device and display the updated Beem Rewards Terms and Conditions in Beem at the time of a new eligible purchase. We may require you to confirm your acceptance of the change before we allow you to continue using Beem.
- d. Your continued use of Beem as it relates to Beem Rewards or Beembucks after any such change will be taken to be an acceptance of such change.
- e. If we make a change that you are not happy with, you should cease using Beem Rewards or Beembucks.

11. Contact us

To ask a question, give feedback, make a complaint or if you suspect unauthorised use of Beem, please email Digital Wallet at support@beem.com.au.

Privacy collection statement – Beem Rewards (as at 24 November 2021)

Digital Wallet Pty Ltd (ABN 93 624 272 475) (Australian Financial Services Licence Number 515270) of Level 11, 45 Clarence Street, Sydney, New South Wales takes the privacy of your personal information seriously. Digital Wallet is bound by the Privacy Act 1988 (C'th).

By opting into Beem Rewards, you are consenting to Digital Wallet collecting, using, storing and disclosing your personal information referred to in this statement as set out in this statement, the Digital Wallet Privacy Policy available [here](#), as permitted under the Privacy Act .

What information does Digital Wallet collect and how?

To register you for Beem Rewards, Digital Wallet collects the following information about you:

- *From your Beem app records* - your name, Beem user ID, gender, date of birth, email, phone number, registered Payment Cards that you select for registration for Beem Rewards. Some of this information is required for us to comply with know your customer and ongoing customer due diligence purposes where required under the Anti-Money Laundering and Counter Terrorism Financing Act 2006 (C'th);
- *From your eligible purchase transaction records* – the names, locations and merchant categories of merchants you have purchased from, the details of the purchase transaction, including Payment Card details, what was purchased;
- *From eftpos* - Where your payment card network is eftpos Payments Australia Limited (which owns Digital Wallet), if your consent, Digital Wallet collects your transaction details from eftpos to enable your card-linked offer(s) and target offers to be more relevant to you;
- *From our own assessment of the above information* – your interests.

Why Digital Wallet collects personal information and how Digital Wallet may use it

Digital Wallet collects personal information about you and retains it in a record to:

- analyse your purchases using the Beem app to surface participating merchant offers that may be of interest to you;
- to improve and develop our products and services;
- to create, for internal use. and provide to customers aggregated deidentified merchant category, demographic and behavioural insights; and
- if you expressly consent below, match that information with transaction information within the eftpos Payment System to do any of the above.

Does Digital Wallet disclose your personal information?

Yes. Digital Wallet will disclose on a confidential basis:

- your eligible card in encrypted format, your email address, Beem user ID, gender, name and interests determined through data analysis and your eligible purchase transaction data to our service provider in Australia to monitor eligible purchases and refunds, returns, disputes and chargebacks related to them for Beem Rewards and Beembucks record keeping under an agreement that requires compliance by them with the Privacy Act;
- your eligible purchase information to:
 - the relevant participating merchants for Beem Rewards payments and commission payments related to eligible purchases;

- o participants in the payment chain (such as our bank and card payment systems) for transaction processing and regulatory compliance purposes;
- your eligible card and your eligible purchase information in a deidentified format to an Australian based mutual service provider of each of Digital Wallet and its parent company, eftpos Payments Australia Limited ABN 37 136 180 366, to:
 - o aggregate and analyse transaction data related to merchant categories;
 - o determine which merchant offers may be of interest to people in your demographic;
 - o help improve Digital Wallet and eftpos products and services;
 - o create and provide to Digital Wallet merchant category, demographic and behavioural insights;
- Your eligible card in encrypted format to the relevant card payment systems for processing of payments, disputes, chargebacks and refunds and otherwise administering their payment systems and loyalty services;
- your personal information and other information referred to in this statement:
 - o where we are required or authorised to do so by law, including in response to a lawful request by any person, organisation, government, regulatory body or enforcement agency;
 - o where it is necessary in order to investigate an unlawful activity; and
 - o where it is necessary to prevent a serious and imminent threat to a person's life, health or safety, or to public health or safety.

Digital Wallet may also disclose aggregated information, including your de-identified transaction information on an aggregated basis, to our service providers (located in Australia) for our internal business purposes, including research, trend analysis and future product design.

Trans-Border Data flow

It is possible that we may engage overseas service providers in future. If we do, we will notify you if we propose to share your personal information with them. Those service providers may not otherwise be subject to foreign laws that provide the same level of protection of information as in Australia or may not be subject to any privacy obligations. Overseas entities may be required or compelled to disclose your personal information to a third party such as an overseas authority. You may not be able to seek redress in the overseas jurisdiction against the overseas entity. If we ask and you consent to us disclosing your personal information to an overseas entity and that overseas entity breaches the Australian Privacy Principles, we will not be accountable for that breach under the Privacy Act and you will not be able to seek redress in respect of that breach under the Privacy Act. Therefore, if we transfer or provide access to your personal information to a recipient outside Australia, we will contractually impose, and review compliance with, obligations on that recipient to comply with the Privacy Act 1988 (C'th) and include provisions designed to give at least the same level of protection for your personal information as we provide.

Access to your personal information

You can:

- (a) seek access to your personal information;
 - (b) request your personal information be amended, if it is inaccurate, incomplete or not up to date;
- or
- (c) raise a complaint about our handling of your personal information,

by contacting us at support@beem.com.au or writing to or visiting us at our address. You will have to provide proof of your identity when requesting access to personal information.

Where a complaint is raised, we will do our best to resolve that complaint as soon as possible and will, in any event, initially respond to a complaint within 5 business days of receipt of a complaint. If you are not satisfied with our response to your complaint, you can refer the matters to Office of Australia Information Commissioner at GPO Box 5218, Sydney NSW 2001 - Facsimile +61 2 9284 9666 or by following the procedure at www.oaic.gov.au.