



Terms and Conditions | Mint Rewards Program

Version: March 2021

1. Introduction

- 1.1. The Mint Rewards Programme is being provided to each Member on the terms and conditions set out herein. By opting into the Mint Rewards Programme and by continuing to use the Virtual Terminal Product services, you agree that you have read, understood, accepted and agreed with the terms and conditions set out herein.
- 1.2. These terms and conditions are effective from the date you become a Member and may be amended by Mint from time to time. By claiming any Redemption under the Mint Rewards Program, a Member agrees to be bound by these terms and conditions.
- 1.3. If a Member wishes to discontinue its participation in the Mint Rewards Programme, the Member's Designated Merchant Representative must notify Mint by emailing accounts@mintpayments.com and provide at least ten Business Days' notice.

2. Definitions and Interpretation

2.1. Definitions:

Designated Merchant Representative means the individual authorised to sign the application form for the Virtual Terminal Product and whose email address supplied to Mint has been designated as the unique identifier for such merchant, or such replacement authorised party provided always that Mint has been notified of such replacement authorised party's email address.

Member or you means a Mint customer/merchant that (1) has been successfully on-boarded and that is using Mint's Virtual Terminal Product and Mint's hosted payments page; (2) has opted to participate in Mint's Rewards Programme by selecting the checkbox in the application form.

Mint means Mint Payments Ltd.

Mint Points means the rewards points accumulated in accordance with Clause 4.2 as part of the Mint Rewards Programme.

Mint Rewards Programme is the loyalty programme offering Rewards Cards and/or Rebates to Members in accordance with the terms and conditions set out herein.

Rebate means the value of the redeemed amount as set out in Clause 4.3 which, subject to the terms set out herein, may be off-set against fees or charges owed by the Member to Mint for the use of the Virtual Terminal Product.

Redemption means a redemption by a Merchant of a Rewards Card or Rebate Points, as applicable.

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Rewards Card means the e-gift card or e-voucher issued by Mint for the value of the redeemed cash amount as set out in Clause 4.3 which may be exchanged by the Member for their choice of a store card, gift voucher or cash card (as applicable) through the Rewards Provider.

Reward Provider means any reward provider that Mint may select to provide a Redemption as part of the Mint Rewards Programme from time to time.

Virtual Terminal Product means Mint's card-not-present online platform which facilitates credit card payments.

2.2. In this document:

- 2.2.1. words importing the singular shall (where appropriate) include the plural and vice versa;
- 2.2.2. if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- 2.2.3. words importing any one gender shall (where appropriate) include the other gender and vice versa;
- 2.2.4. words importing natural persons shall (where appropriate) include corporations, firms unincorporated associations, partnerships, trusts and any other entities recognised by law and vice versa;
- 2.2.5. headings are for convenience of reference only and shall not affect the meaning of interpretation of these terms and conditions; and
- 2.2.6. reference in these terms and conditions to any statutory enactment or law shall be construed as references to that enactment or law as amended or modified or re-enacted from time to time and to the corresponding provisions of any similar enactment or law of any other relevant jurisdiction.

3. Incorporation of Terms

Any Redemption under the Mint Rewards Programme is subject to the relevant Reward Provider's terms and conditions, and by claiming any Redemption, you agree that you are bound by such Reward Provider's terms and conditions.

4. Earning Mint Points

- 4.1. To be eligible to earn Mint Points and to make a Redemption under the Mint Rewards Programme, a Merchant must:
 - 4.1.1. be located and registered with a Mint facility or product in Australia or New Zealand;
 - 4.1.2. for Australian merchants, be on a blended rate that is not below 1.1% and for New Zealand merchants, be on a blended rate that is not below 2.2%;
 - 4.1.3. not be on an enterprise agreement; and

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4.1.4. nominate a Designated Merchant Representative, who will receive the Redemption via the Designated Merchant Representative's specified email address.

4.2. Subject to the exclusions, limitations and other conditions specified herein, Mint will award Mint Points to a Merchant as follows:

Credit Card Type (Domestic)	Amount transacted successfully	Mint Points
Mastercard and Visa	AUD\$100 or NZD \$100	1 Mint Point
American Express	AUD\$200 or NZD\$200	

4.3. Merchants may redeem Mint Points either as a Rewards Card or as a Rebate in the following minimum increments/denominations:

	Mint Points	Amount
Rebate	5500	AUD\$50 or NZD\$50
Rewards Card	5500	AUD\$50 or NZD\$50

4.4. For the avoidance of doubt, Members with less than the minimum number of Mint Points as set out in the table in Clause 4.3 above will not be eligible for any Redemption on a pro rata basis.

4.5. For the avoidance of doubt, Rebates must be wholly applied against fees in a selected month and any difference will not be carried forward to the next month's fees.

4.6. At the end of each month, Mint will generate a member statement ("Member Statement") which will display the Mint Points that the Member has earned and accumulated during the period covered by the Merchant Statement.

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- 4.7. The number of Mint Points will be calculated based on the dollar amount of credit card transactions generated by a Member, rounded down in accordance with the minimum increments set out in Clause 4.2.
- 4.8. Mint reserves the right to deny or revoke the crediting of Mint Points at any time if Mint determines that the Mint Points were improperly obtained or erroneously credited to the Member. Unless otherwise determined by Mint, a Member is not eligible to earn Mint Points if the Member's principal place of business is located outside of Australia.
- 4.9. If the Member believes it is entitled to more Mint Points than the Member Statement shows, it must contact Mint within 14 days from the date of the Member Statement. The Member may be required to send copies of the relevant sale receipts showing the transactions for which the Member believes it is entitled to additional Mint Points. Mint will investigate all queries and make the final decision if there is any dispute. Mint may adjust the Member's total Mint Points (backdating the adjustment if necessary) if Mint Points have been incorrectly credited or debited for any reason.
- 4.10. Mint Points have no cash or monetary value and are not redeemable for cash in any form. They cannot be purchased, resold or transferred, for value or otherwise, under any circumstances. Mint Points shall not be regarded, construed, or used as valuable or exchangeable instruments under any circumstances.
- 4.11. Members shall not discourage the use of any card, processor or system and shall be liable for any loss or damage suffered by Mint in connection with a Merchant discouraging use of a card, processor or system.
- 4.12. The Mint Rewards Programme will not be valid in combination with any other existing offer or promotion from Mint unless prescribed otherwise by Mint.

5. Redeeming Mint Points

- 5.1. In order to be eligible to redeem Mint Points for a Rewards Card or a Rebate for the first time only, a Member must have actively transacted with Mint for at least 3 months.
- 5.2. If a Member wishes to redeem Mint Points for a Rewards Card or a Rebate, the Member must inform Mint by emailing accounts@mintpayments.com setting out the proposed redemption.
- 5.3. In respect of Rewards Cards, Mint will issue the Rewards Card by email to the Designated Merchant Representative. It is the Member's responsibility to ensure that the email of the Designated Merchant Representative remains valid and up-to-date and Mint takes no responsibility if a Rewards Card is issued to an incorrect email address supplied by the Member.
- 5.4. In respect of a Rebate, Mint will credit the eligible Rebate amount from the Member's next invoice.
- 5.5. You acknowledge that your redemption of a Rewards Card is subject to the additional terms and conditions of the Rewards Provider or a third party that offers the particular store card, gift voucher or cash card that you wish to redeem. You acknowledge that the Rewards Provider may change its rewards partners or its terms and conditions from time to time. It is the Member's responsibility to exchange the Rewards Card for a store card, gift voucher or cash card (as

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applicable) directly with the Rewards Provider as part of the redemption. Mint bears no responsibility for any changes to the Reward Provider's products that may occur from time to time, including following the issuance of a Rewards Card.

- 5.6. A Member is not entitled to claim Mint Points and/or a Redemption for:
 - 5.6.1. funds held in reserve;
 - 5.6.2. transactions which have received either a full or partial chargeback;
 - 5.6.3. transactions which have been voided, refunded, or reversed;
 - 5.6.4. transactions that take place when the Member's Mint merchant account is placed on hold;
 - 5.6.5. transactions which have received a dispute notice; or
 - 5.6.6. where Mint believes that there is risk associated with the Member or the Member's Mint merchant account.
- 5.7. Mint may at its sole and absolute discretion and without prior notice to you, reject your request to redeem Mint Points for any reason whatsoever, including without limitation where:
 - 5.7.1. there are insufficient Mint Points to redeem for that Rewards Card or Rebate;
 - 5.7.2. the Rewards Card is no longer made available or out-of-stock by the Rewards Provider;
 - 5.7.3. the Mint Points you wish to use for redemption of a Rewards Card or Rebate have been issued to you in error; or
 - 5.7.4. Mint reasonably believes that that redemption transaction may be suspicious, illegal, involves any criminal activity or involves points that have been obtained through dishonest or fraudulent means or abusive behaviour.
- 5.8. Once a Redemption has been made, such election is final and Rewards Cards are not exchangeable for Rebates or vice versa.
- 5.9. Mint bears no responsibility or liability for any delay in the allocation of Mint Points or a Redemption.

6. Expiration of Mint Points

- 6.1. Mint Points accrued by a Member will expire on the earlier of (i) three (3) years from the date of accrual or (ii) the date on which a Member has not transacted for three (3) consecutive months.
- 6.2. You agree that you will have no claim whatsoever against Mint for any expired Mint Points.

7. Termination or Suspension of the Mint Rewards Programme

- 7.1. Mint gives no undertaking as to the continuing availability of the Mint Rewards Programme. Mint may terminate or suspend the Mint Rewards Programme at any time and will give at least 14 days' notice to the Member of such termination or suspension, except where the Rewards

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Provider ceases to operate, in which case the Mint Rewards Programme will cease immediately.

- 7.2. If Mint issues a notice that the Mint Rewards Programme is terminated, on and from the date of such notice, no further Redemptions shall be eligible or processed and any Mint Points will be automatically expire.
- 7.3. Mint reserves the right to terminate a Member's participation in the Mint Rewards Programme for any reason.
- 7.4. Your membership may be terminated and any Mint Points cancelled immediately in the event that you are: declared bankrupt, insolvent or enter into liquidation or such other scheme of arrangement or administration; found in default of your debt obligations to a licensed bank by an Australian court; or found to have conducted a fraudulent transaction through the Virtual Terminal Product or any other Mint product utilised by the Member.

8. Changes to Mint Rewards Programme

To the extent permitted by applicable laws, Mint reserves the right at any time to vary, modify or amend the terms and conditions of the Mint Rewards Programme, terminate or modify the Mint Rewards Programme, revoke, adjust and/or recalculate any Mint Points awarded, change the number of Mint Points required for a Redemption, modify the qualifications and eligibility for earning Mint Points, modify the activities that earn Mint Points, modify the methods used to calculate the number of Mint Points rewarded, withhold or cease the awarding of Mint Points to you, change or withdraw any benefit and/or change the duration taken for Mint Points to expire without prior notice to you and at Mint's sole discretion.

9. Indemnity and Limitation of Liability

- 9.1. You agree that you shall defend, indemnify and hold Mint, its subsidiaries, affiliates, officers, directors, members, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including legal fees and costs and/or regulatory action) arising out of or in connection with your use of the Mint Rewards Programme or services provided by Mint's affiliate partners.
- 9.2. To the fullest extent permitted by law, Mint shall not be liable for any claim, loss, damage, data loss, costs or expenses incurred (whether direct or consequential), suffered or sustained by you arising from or in connection with your use of or participation in the Mint Rewards Programme, including without limitation the services provided by a Rewards Provider.
- 9.3. Mint is not liable for any failure to perform or delay in performing its obligations under these terms and conditions if that failure is due to anything beyond the reasonable control of Mint.

10. Intellectual Property

- 10.1. The Member acknowledges and agrees that all intellectual property rights in the Mint merchant account and the Virtual Terminal Product which the Member is provided access to, is owned by Mint. The Member agrees that nothing in these terms and conditions transfers or assigns any intellectual property rights from Mint to the Member.

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- 10.2. Mint's name, logo, Mint's products and the third-party partners' logos and the product names associated with the Mint's products are trademarks of Mint and/or its affiliates or third parties, and no right or license is granted to use them.

11. Tax

It is recommended that Members, and their nominated recipients of Redemptions, seek independent advice from their accountant or tax adviser so that any potential tax implications or liabilities, such as fringe benefits tax or income tax, that may arise from the earning and/or redemption of Mint Points are understood. Any tax implications arising to a Member or their nominated recipients of Mint Points is the Member's sole responsibility and Mint will not be responsible or liable for any taxes as a result of the issue, receipt or redemption of Mint Points.

12. Data Privacy and Personal Data Protection

- 12.1. You agree and consent to Mint collecting, using, disclosing and processing your Personal Data for the purposes of the Mint Rewards Programme.
- 12.2. For the purposes of these terms and conditions, "Personal Data" means information about you, from which you are identifiable, directly or indirectly, including but not limited to your name, identification card number, birth certificate number, passport number, nationality, address, telephone number, credit or debit card details, race, gender, date of birth, email address, any information about you which you have provided to Mint by any means and/or any information about you that has been or may be collected, stored, used and processed by Mint.
- 12.3. The provision of your Personal Data is voluntary. However, if you do not provide Mint your Personal Data, your request for membership may be incomplete and may cause Mint to be unable to allow you to use or participate in the Mint Rewards Programme.
- 12.4. Mint may collect, use, disclose and process your Personal Data for business and activities of the Company which shall include, without limitation, to perform Mint's obligations in respect of the Mint Rewards Programme or a Redemption, to provide you with any services set out herein, to process, manage or verify your application for Mint products and the Mint Rewards Programme, to validate and/or process Redemptions, for Mint to comply with its obligations under any applicable laws, regulations or notices or guidelines issued by any government or regulatory authority, to respond to questions, comments and feedback from you, for marketing purposes in connection with Mint products, Mint reward partners or the Mint Rewards Programme, and in accordance with any applicable laws permitting the use, collection, disclosure and processing of Personal Data.

13. General

- 13.1. These terms and conditions contain the entire agreement and understanding between the parties in respect of the Mint Rewards Programme, and supersedes any prior agreement or understanding on anything connected with that subject matter.
- 13.2. A party's failure or delay to exercise a power or right does not operate as a waiver of that power or right. The exercise of a power or right does not preclude either its exercise in the future or the exercise of any other power or right. A waiver is not effective unless it is in writing.

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Waiver of a power or right is effective only in respect of the specific instance to which it relates and for the specific purpose for which it is given.

- 13.3. If any part or provision of these terms and conditions or their application to any person or circumstance is illegal or unenforceable the part or provision will be interpreted as may be necessary to ensure it is not illegal or unenforceable and if any part or provision cannot be so interpreted then it will be severed from these terms and conditions and the remaining provisions will continue in force.
- 13.4. These terms and conditions are governed by the laws of New South Wales, Australia and the parties submit to the jurisdiction of the Courts of New South Wales, Australia and any court capable of hearing appeals from that jurisdiction.