

M E M B E R S H I P R E W A R D S

TERMS AND CONDITIONS

Effective 15th November 2018 these Terms and Conditions supersede any previous Membership Rewards Terms and Conditions.

Terms and Conditions for the Qantas Direct Program for American Express Cards

If you have not already accepted this agreement, you now accept it by using your Card or your account.

1. Definitions

'our, we, us' – American Express Australia Limited (ABN 92 108 952 085).

'Affinity Cards' – Cards issued by American Express to an Affinity Partner's members or customers bearing the brands of both American Express and the Affinity Partner.

'Affinity Partner' – a professional association which, in conjunction with American Express, promotes an American Express-issued Card bearing the brands of both American Express and it, to its members or customers.

'Card Member' – the person in whose name an Affinity or Distribution Card account is opened and who is responsible for all transactions on the account.

'certain Cards' – Cards identified by us from time to time as having a particular earn rate.

'Card and account' – the Card and account for any of the Australian-dollar personal, business, charge or credit Cards we issue to you.

'Distribution Cards' – Cards issued by American Express and promoted by a Distribution Partner to the Distribution Partner's customers bearing the brands of both American Express and the Distribution Partner.

'Distribution Partner' – a financial services corporation or other organisation which, in conjunction with American Express, promotes an American Express-issued Card bearing the brands of both American Express and it, to its customers.

'eligible programs' – means those American Express Membership Rewards programs, as identified at our discretion, that Card Members can enrol in or transfer between.

'enrolment date' – the date we open the program account.

'enrolment year' – the 12-month period commencing on the enrolment date and each successive 12-month period thereafter.

'linked accounts' – all eligible Affinity and Distribution Card accounts you hold which are enrolled in the program and linked to the primary account for the purpose of accruing points. Only Affinity and Distribution accounts billed in the same currency may be linked.

'points' – the points you earn in accordance with the program.

'primary account' – the account designated by us to which any applicable program annual fee is billed and in respect of which monthly statements are issued which detail the combined points for all linked program accounts.

'program' – the American Express Qantas Direct program (only available to eligible Card Members).

'program account' – the Qantas Direct account opened for a Card Member by American Express for the purpose of accruing points.

'Qantas Direct' – the American Express Qantas Direct program (only available to eligible Card Members).

'Qantas Frequent Flyer account' – an account under the Qantas Frequent Flyer program.

'Qantas Frequent Flyer points' – points issued under the Qantas Frequent Flyer program.

'Qantas Frequent Flyer program' – the loyalty program operated by or on behalf of Qantas Airways Limited.

'Supplementary Card Member' – a person who holds and is authorised to use a Supplementary Card (being a Card issued on a Card Member's account).

'this agreement' – these terms and conditions for the Qantas Direct program for eligible American Express Cards.

'you, your' – means the Card Member.

2. Eligibility and Enrolment

- 2.1 Eligible Card Members, whose eligibility shall be determined and advised by us from time to time (being persons in whose name an Affinity and/or Distribution Card account is opened) may participate in the program subject to our approval. Each account can only be linked to and participate in one eligible program at any one time.
- 2.2 No Cards or accounts can be linked to the program other than eligible Affinity Cards or Distribution Cards referred to in clause 2.1.
- 2.3 You may opt to transfer between eligible programs no more than once each enrolment year.
- 2.4 If you opt to cancel your enrolment in Qantas Direct or transfer from Qantas Direct to another eligible program, then all accrued points in the Qantas Direct program account will be redeemed for Qantas Frequent Flyer points. A new account will be opened for the new eligible program.
- 2.5 If you opt to transfer from another eligible program to Qantas Direct, then no accrued points in the other eligible program account may be transferred to the Qantas Direct program. Your accrued points will remain in your other program account for 30 days only, and a new program account will be opened for the Qantas Direct program.
- 2.6 Following a transfer between eligible programs, any difference in the annual fee between those programs will be pro-rated from your transfer date and charged or credited to your primary account. Thereafter, the relevant annual fee for the new eligible program will be billed automatically to your primary account.
- 2.7 Points earned by any Supplementary Card Members will automatically accrue to your program account only. Supplementary Cards cannot be enrolled in the program separately from your program account.
- 2.8 Only accounts kept in good standing and which are not overdue are eligible for enrolment and participation in the program.
- 2.9 Only individual Card Members, not companies, may participate in the program. You cannot pool or combine your points with points accrued by another Card Member.

3. Fees

The relevant annual fee for your program as specified in the schedule of fees will be billed to your primary account on the enrolment date and will be automatically billed to your primary account at the beginning of each enrolment year. The annual fee is non-refundable on cancellation of your participation in the program or cancellation of your account, unless otherwise agreed.

4. Points Accrual

- 4.1 Except for promotional offers and offers relating to applicable American Express foreign exchange products, you will accrue a designated number of points (earn rate) (as notified to you from time to time) for every one Australian dollar spent on goods and services, charged and billed on your account. Subject to these terms and conditions, points are calculated on each purchase of goods or services charged to your Card. Each purchase is rounded down to the nearest dollar then multiplied separately by each applicable earn rate to determine the number of points awarded. However, only full points will be earned. We will disregard and not accumulate a fraction of a point.

For details on the number of Points awarded for each transaction type, please contact American Express using the telephone number printed on the back of your Card.

5. Points Accrual – Exclusions

- 5.1 You will not accrue points for:
- (a) charges processed, billed or prepaid prior to the enrolment date;
 - (b) cash advances, Express Cash or any other cash services or transactions;
 - (c) American Express Travellers Cheque and Gift Cheque purchases;
 - (d) charges for dishonoured payments;
 - (e) interest charges, including American Express Credit Card account finance charges;
 - (f) fees and charges, including annual Card fees and program fees;
 - (g) late payment charges;
 - (h) charges in relation to promotional offers which we exclude from points accrual;
 - (i) charges for which we do not receive payment in full for any reason;
 - (j) charges at a merchant that you or any supplementary card member to your account or any third party related to you have any ownership interest in, excluding shares quotes on a recognised stock exchange;
 - (k) balances transferred from other credit card accounts; or
 - (l) any credits that are posted to your primary account or any linked accounts including those arising from returned goods or services or from billing disputes. Any points accrued in your program account will be reduced to reflect the amount credited.
- 5.2 Points accrued in your program account have no monetary value.

6. Qantas Frequent Flyer Points

- 6.1 All points will be automatically redeemed into Qantas Frequent Flyer points in your Qantas Frequent Flyer account on a monthly basis.
- 6.2 You can only redeem points for Qantas Frequent Flyer points if you are enrolled in the program, and all your accounts with us (including accounts which are not enrolled in this program) are kept in good standing and are not overdue.
- 6.3 Points can only be redeemed into a Qantas Frequent Flyer account in your name. Points redeemed to a Qantas Frequent Flyer account in any other name will be returned to your program account. Once points are redeemed into Qantas Frequent Flyer points, they may not be converted back to points.
- 6.4 To earn or redeem points for Qantas Frequent Flyer points you must be a member of the Qantas Frequent Flyer program first. Enrolment in the Qantas Frequent Flyer program is solely your responsibility and fees may apply.
- Membership of the Qantas Frequent Flyer program and all Qantas Frequent Flyerpoints are subject to the Terms and Conditions of the Qantas Frequent Flyer program. To obtain a copy of the Terms and Conditions, visit qantas.com/frequentflyer or call the Qantas Frequent Flyer service centre on 13 11 31.
- 6.5 You must advise us of your Qantas Frequent Flyer program membership number. If we have not been notified of your Qantas Frequent Flyer program membership number, we are unable to transfer points to your Qantas Frequent Flyer account.
- 6.6 Points redeemed for Qantas Frequent Flyer points are subject to, and Card Members must comply with, the terms and conditions of the Qantas Frequent Flyer program.
- 6.7 Card travel insurance and benefits do not apply to flights taken or tickets issued under the Qantas Frequent Flyer program unless (i) you have enrolled in a Card travel insurance and benefit program expressly offering an option for frequent flyer ticket coverage; (ii) all fees relating to the particular program have been paid; and (iii) you have otherwise complied with the terms and conditions of the particular travel insurance and benefit program.
- 6.8 The number of seats available for award flight bookings through the Qantas Frequent Flyer program is limited and some flights may not have any award seats available.

7. Program Account

- 7.1 If any of your accounts are not in good standing, are overdue (we do not receive payment within 40 days of the account statement date) or if you are in breach of any conditions applicable to any Card, any points accrued by you relating to the overdue spend amount will be forfeited, your privilege to earn points may be removed and your enrolment in the program may be cancelled.
- 7.2 We reserve the right to withdraw all Card benefits from you and any Supplementary Card Member due to the failure of you or the Supplementary Card Member to adhere to the conditions applicable to any Card.
- 7.3 If you cancel your primary account with us or if, for any reason, we cancel the primary account or any linked account, any points accrued in the program will be forfeited and will not be capable of transfer, conversion or redemption.
- 7.4 Provided the card account and program account have not been cancelled and such request is made within three months of your Card account statement date to which the accrued points relate and you bring your account back into good standing, you may request we reinstate forfeited points. If you so request, a reinstatement fee as set out in the schedule of fees shall be payable. Generally, your account will be cancelled by us if we do not receive payment within three months of your Card account statement date. Once your account is cancelled or three months has elapsed since the original statement date to which your accrued points relate, then any such forfeited points cannot be reinstated.

8. Privacy and Personal Information

The American Express Privacy Policy Statement sets out policies on management of personal information. In accordance with the Privacy Act, you can access personal information about you held by us, and advise if you think it is inaccurate, incomplete or out-of-date. To arrange access to personal information about you, request a copy of the American Express Privacy Policy Statement or enquire generally about privacy matters, write to – The Privacy Officer, American Express Australia Limited, GPO Box 1582, Sydney NSW 2001.

In this section 'personal information' means information about you, including your financial circumstances and the use and administration of the program. You agree that, subject to the Privacy Act, we and our agents may do the following:

Partners. (a) Provide personal information to: Qantas Airways Limited (and any related body corporate of Qantas) and any company, organisation or person which operates, or supplies goods or services to, the Qantas Frequent Flyer program, and our agents, affiliates and related companies for the purposes of marketing, planning, product development and administration of or under the program or the Qantas Frequent Flyer program; and (b) Seek from and exchange with such organisations personal information about you.

Marketing lists. Use personal information for marketing purposes. This includes putting your name and contact details on marketing lists for the purpose of offering you goods or services of an American Express company or of any third party, by mail, email or telephone or having our related companies do so directly. Please call us on 1300 132 639 if you wish to have your name removed from our marketing lists.

Our service providers. Transfer personal information confidentially to our related companies and other organisations which issue or service the program, subject to appropriate conditions of confidentiality. This includes transferring personal information to the United States or other countries for data processing and servicing.

Call monitoring. Monitor and record telephone conversations from time to time, including for the purposes of service quality and coaching.

9. Our Liability to you

- 9.1 To the fullest extent of the law we make no warranties or representations, either expressed or implied, and expressly disclaim any and all liabilities (including for consequential damages) with respect to type, quality, standard, fitness or suitability for any purpose of rewards provided under the program. Where we supply goods or services to you as a consumer as defined in the Competition and Consumer Act 2010 ('the Act'), then nothing in this clause excludes, restricts or modifies any liability, right or remedy imposed or conferred by the Act. However, to the extent permitted by the Act, our liability is limited (at our option) to supplying the goods or services again or paying the equivalent cost of supplying the goods or services again.
- 9.2 Once we have transferred points we assume no responsibility for any loss or damage incurred in the connection with the Qantas Frequent Flyer program.

10. Changes to these terms

- 10.1 We may add reward benefits, bonus point offers and make non-material changes to these terms at any time without giving prior notice to you.
- 10.2 We may suspend the program on giving you reasonable notice unless required to do so by law or to protect our systems in which case we shall not be required to give you notice. We may terminate the Qantas Direct program at any time provided we give you 90 days prior notice unless we are required by law to terminate the program in which case we shall not be required to give you prior notice.
- 10.3 We may change the fees payable under the program or the standard points accrual rates applicable to the Card on giving you 90 days prior written notice.
- 10.4 The Qantas Frequent Flyer program can be changed, suspended or terminated in accordance with the Qantas Frequent Flyer program Terms and Conditions.

11. General

- 11.1 Fraud and abuse relating to the earning of points in the program or the redemption of points into Qantas Frequent Flyer points may result in forfeiture of points or Qantas Frequent Flyer points as well as cancellation of the program account.
- 11.2 You are solely responsible for any government tax, duty or other charge imposed by law in any country in respect of the program, your participation in the program, any points acquired or redeemed or any other transaction within the program.
- 11.3 For business spend on the Card there may be tax implications for you as a result of participating in the program. You are advised to consult your accountant or tax adviser.
- 11.4 The program account is not transferable.
- 11.5 Our failure to enforce a particular term or condition does not constitute a waiver of that term or condition by us.
- 11.6 Assignment
- (a) Transfer by us
- We may assign any of our rights under this agreement. We may also transfer our obligations under this agreement to any third party provided we are reasonably satisfied that there will be no detriment to you in the transfer.
- You agree that we may disclose any information or documents we consider necessary to help us exercise any of these rights.
- (b) Transfer by you
- Your rights under this agreement are personal to you and may not be assigned without our written consent.
- 11.7 Points accrued in your program account are not your property and cannot be transferred to any other person, entity or program account, whether by operation of law or otherwise.

Schedule of Fees (AUD inclusive of GST)
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Program Account – Annual Fee	
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Qantas Direct	\$80 per year unless notified otherwise by us
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Other Fees	
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Points Reinstatement Fee	
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Reinstatement by telephone or written request	\$25
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Reinstatement online	\$20
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American Express Australia Limited

Membership Rewards, GPO Box 240, Sydney NSW 2001

General enquiries 1300 363 276 (8am to 6pm Monday to Friday, 9am to 5pm Saturday and Sunday, AEST)

Credit provided by American Express Australia Limited (ABN 92 108 952 085)

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