

Terms and Conditions for the Membership Rewards™ *Ascent Premium* 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).

'Ascent Premium' – the American Express Membership Rewards *Ascent Premium* program (only available to eligible Cardmembers).

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

'Cardmember' – the person in whose name an 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.

'eligible programs' – means those programs, as identified in our discretion, that Cardmembers 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.

'frequent traveller program' – the various rewards programs and/or frequent guest programs operated by participating airlines and hotels in the American Express Membership Rewards *Ascent Premium* program.

'frequent traveller rewards' – rewards offered by frequent traveller programs.

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

'non-frequent traveller rewards' – all rewards provided through the program other than frequent traveller rewards including merchandise, foreign currency, vouchers, points for credit, points for travel and such other rewards that may be added from time to time.

'points' – the American Express Membership Rewards points you earn in accordance with the program you are enrolled in.

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

'program' – the American Express Membership Rewards *Ascent Premium* program in which eligible Cardmembers are enrolled.

'program account' – the Membership Rewards account(s) opened for a Cardmember by American Express for the purpose of accruing points.

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

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

'this agreement' – these terms and conditions for the Membership Rewards *Ascent Premium* Program for American Express Cards.

'travel agent program partner' – a travel agent that American Express agrees may provide non-frequent traveller rewards.

'you, your' – means the Cardmember.

2. Eligibility and Enrolment

2.1 Eligible Cardmembers, whose eligibility shall be determined and advised by us from time to time, may participate in the program subject to our approval. Each account can only be linked to and participate in one program at any one time. At the enrolment date, subject to our approval, all your linked Cards will be enrolled in the program.

2.2 You may opt to transfer between eligible programs no more than once each enrolment year. Each time you transfer between eligible programs, you will be charged the relevant transfer fee set out in the schedule of fees.

2.3 Points earned by any supplementary Cardmembers will automatically accrue to your program account only. Supplementary Cards cannot be enrolled in the program separately from your program account.

2.4 Only accounts kept in good standing and which are not overdue are eligible for enrolment and participation in the program.

2.5 Only individual Cardmembers, not companies, may participate in the program. You cannot pool or combine your points with points accrued by another Cardmember.

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.

4. Points Accrual

Except for promotional offers, certain Cards are subject to clause 2.4 and the exclusions in clause 5 – if enrolled in the program you will accrue at least one point for every one Australian dollar (AUD1) spent on goods and services which are charged to the account or any linked accounts.

5. Points Accrual – Exclusions

- 5.1 You will not accrue points for:
- charges processed, billed or prepaid prior to the enrolment date;
 - cash advances, Corporate Cash, Express Cash or any other cash services or transactions;
 - American Express Travellers Cheque and Gift Cheque purchases;
 - charges for dishonoured payments;
 - interest charges – including Line of Credit charges and American Express Credit Card account finance charges;
 - fees and charges, including joining fees, annual Card fees and Membership Rewards program fees;
 - late payment charges;
 - charges for the pay portion of a Points + Pay Membership Rewards redemption;
 - charges in relation to promotional offers which we exclude from points accrual;
 - charges for which we do not receive payment in full for any reason;
 - balances transferred from other credit card accounts; or
 - 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 We reserve the right to change these exclusions at any time, for example - we may offer points on balance transfer amounts as part of specific promotions and subject to any conditions we think fit.
- 5.3 Points accrued in your program account have no monetary value.
- 5.4 Points accrued in your program account for any given year will only be carried forward on the anniversary of your enrolment date if conditions set out in this agreement have been met.

6. Points Expiration / Transfer from Accounts Administered Overseas

- 6.1 There is no expiry date for points earned while in the program so long as you are a Cardmember, you are enrolled in the program and all your accounts with us are kept in good standing and are not overdue.
- 6.2 Subject to this agreement and provided your primary account is open and current, if you cancel your enrolment in the program, you may redeem any unused points for up to 1 month after the date of cancellation.
- 6.3 If you hold a program account administered by a company related to us in another country, we may impose a conversion rate to transfer points to a program account administered by us in Australia. This conversion rate will be advised to you at the time of your transfer request.

7. Notice of Accumulated Points

We will notify you of the balance of points accrued in your program account, including points accrued from any linked accounts, in your monthly primary account statement.

8. Redeeming Non-Frequent Traveller Rewards

- 8.1 Points may be redeemed for non-frequent traveller rewards provided all your accounts with us are kept in good standing and are not overdue.
- 8.2 Points may be redeemed for non-frequent traveller rewards by any supplementary Cardmember and/or other third parties only when we have received prior written authorisation from you.
- 8.3 You can purchase points for the redemption of any non-frequent traveller reward. Points can only be purchased in multiples of 1,000 for the relevant fee set out in the schedule of fees and the cost will be billed to your primary account. Points that are purchased cannot be transferred to a frequent traveller program. Points may only be purchased at the time you redeem a non-frequent traveller reward provided the number of points purchased does not exceed 20 per cent of the points required for the redemption.
- 8.4 All rewards are subject to availability and restrictions may apply.
- 8.5 Upon redeeming points for a non-frequent traveller reward, you agree to release us, including our subsidiaries and affiliates, from any and all liability in respect of the redemption or use of such reward or other participation in the program.
- 8.6 Any dispute concerning goods or services received as a reward under the program shall be settled between you and the merchant and/or supplier of the goods or services. We will bear no responsibility for resolving such disputes, or for the dispute itself.
- 8.7 We are not responsible for any lost or stolen rewards, reward certificates, vouchers or tickets.
- 8.8 Rewards and reward certificates redeemed under the program cannot be exchanged for other rewards and are not refundable, replaceable or transferable for cash or credit, with the exception of rewards and reward certificates returned within 14 days of redemption in the same condition as at time of sale/redemption. Gift Card or voucher rewards are valid for a period of 3 months from the date of issue, unless otherwise stated.
- 8.9 We reserve the right in our sole discretion to cancel, change, suspend or substitute non-frequent traveller rewards and/or the conditions relating to such rewards at any time with or without notice. Any provider or supplier of non-frequent traveller rewards is subject to change without notice.

9. Redeeming Points for Travel

- 9.1 You may redeem points for prepaid travel of a nominated value booked through any travel agent program partner with point of purchase redemption capability or through American Express Membership Travel Services.
- 9.2 The travel you redeem using points may be booked for any person, provided all your accounts are kept in good standing and are not overdue.
- 9.3 Supplementary Cardmembers and/or other third parties may only redeem points for travel when we have received prior written authorisation from you.
- 9.4 The number of points required to redeem any particular travel booking is determined by us, is available on request and may change from time to time with or without notice.
- 9.5 Once points are redeemed for a travel booking, the booking may not be converted back to points and the booking is non-transferable and non-refundable.
- 9.6 Points cannot be redeemed for commercial travel bookings, Australian currency or travel for resale or promotional purposes.
- 9.7 You are solely responsible for any (i) insurances; (ii) airport transfer fees; (iii) airport taxes; (iv) fuel surcharges and levies; and (v) other service fees and charges relating to any Membership Rewards travel booking through any of our travel agent program partners. Such fees will be advised at the time of booking. In addition, you may be requested to pay airport taxes on departure.

- 9.8 All travel bookings made by redeeming points are subject to availability and the terms of this agreement. The availability of redeeming points for travel will also depend on whether those particular rewards are included in the program selected by you. This agreement prevails over the terms and conditions of any airline, hotel or tour operator connected with any travel bookings.
- 9.9 Changes are permitted on travel bookings made by redeeming points, subject to this agreement. Changes are subject to the travel agent program partners' applicable fees and any additional amendment fee as required and advised at time of change by American Express Membership Travel Services or the travel agent program partner.
- 9.10 Travel bookings made by redeeming points may not be eligible for airline rewards partner points, depending on the airline carrier.
- 9.11 Upon redeeming points for a travel booking, you agree to release us, our subsidiaries and affiliates from any and all liability in respect of the redemption or use of such reward or other participation in the program.
- 9.12 Any dispute concerning services received by redeeming points for travel shall be settled between you and the merchant and/or supplier of the services. We will bear no responsibility for resolving such disputes, or for the dispute itself.
- 9.13 Any travel agent program partner's participation in points for travel redemptions is subject to change or termination without notice.

10. Redeeming Points for Credit on the Card

You may redeem points for a credit on your account. We may decline a points for credit request at our discretion including when any one of your accounts is not in good standing or overdue. The redemption of points for credit will be administered solely by us within 3 business days and cannot be reversed. Points for credit are not redeemable for cash via credit balance refund.

11. Redeeming Frequent Traveller Rewards

- 11.1 You may redeem points for frequent traveller rewards provided you are enrolled in the program, and all your accounts with us are kept in good standing and not overdue. You may only redeem points into a participating frequent traveller program(s) in your name. Points transferred to a frequent traveller program account in any other name will be returned to your program account. Once points are redeemed for frequent traveller rewards, they may not be converted back to points.
- 11.2 To redeem points to any frequent traveller program you must be a member of the applicable program. Enrolment in such programs is solely your responsibility and fees may apply.
- 11.3 A minimum number of points must be transferred to a frequent traveller program, as outlined in the following table:

Frequent Traveller Program	Minimum Points Transfer
Singapore Airlines KrisFlyer Cathay Pacific Asia Miles Thai Airways International Royal Orchid Plus	5,000 points
Qantas Frequent Flyer Program Velocity Rewards Virgin Atlantic Flying Club	2,000 points
Malaysia Airlines Enrich	500 points
Hilton HHonors Priority Club Worldwide Starwood Preferred Guest	1,000 points
Sirius Jumeriah Recognition Program	900 points

Points must be transferred in multiples which enable a whole number of the selected frequent traveller program points to be received. The transfer of points will be administered solely by us and will be processed as soon as practicable.

- 11.4 Points transferred to frequent traveller programs are subject to, and Cardmembers must comply with, the terms and conditions of those programs.
- 11.5 The conversion rate applicable for redeeming points into points in frequent traveller programs varies among those programs.
- 11.6 We assume no responsibility for points redeemed from a program account into a frequent traveller program or for the actions of any airline and/or hotel in connection with its frequent traveller program or otherwise.
- 11.7 Any airline's or hotel's participation in the program is subject to change or termination with or without notice.
- 11.8 Card travel insurance and benefits do not apply to flights taken or tickets issued using a frequent traveller 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. For Platinum Card members, overseas travel insurance may apply to frequent traveller rewards, subject to conditions. Call Platinum Services for details.
- 11.9 We reserve the right in our sole discretion to change, suspend or substitute frequent traveller rewards or their conditions at any time with or without notice.

12. Program Account

- 12.1 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, then 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.
- 12.2 We reserve the right to withdraw all Card benefits from you and any supplementary Cardmember due to the failure of you or the supplementary Cardmember to adhere to the conditions applicable to any Card.
- 12.3 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 account will be forfeited and will not be capable of transfer, conversion or redemption.
- 12.4 If you hold more than one account and voluntarily cancel any such account and at least one account remains, any points accrued in the program in relation to the cancelled Card may be transferred to any remaining program account in your name.
- 12.5 Provided the account and program account have not been cancelled, you may request we reinstate forfeited points. We may refuse or approve such a request, at our discretion. If we approve such a request, a reinstatement fee as set out in the schedule of fees is payable. Generally, your account will be cancelled by us if we do not receive payment within 3 months of your Card account statement date. Once your account is cancelled or 3 months has elapsed since the original statement date to which your accrued points relate, then any such forfeited points cannot be reinstated.

13. Privacy and Personal Information

The American Express Privacy Policy Statement sets out policies on management of personal information. In accordance with the *Privacy Act 1988 (Cth.)*, 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 1988 (Cth.)* we and our agents may do the following:

Partners. Provide personal information to frequent traveller reward suppliers, non-frequent traveller reward suppliers, our agents, affiliates and related companies for the purposes of marketing, planning, product development and administration of the program and 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.

14. General

- 14.1 We assume no responsibility for any loss of whatever nature resulting from the redemption of any rewards including frequent traveller rewards or non-frequent traveller rewards.
- 14.2 We reserve the right to suspend or terminate the program at any time we deem appropriate. In such a case, we shall give advance written notice to you.
- 14.3 We reserve the right to change this agreement at any time with or without notice including, but not limited to (i) fees; (ii) points accrual, conversion and redemption rates; and (iii) providers or suppliers of any points, frequent traveller rewards, non-frequent traveller rewards, or any product or service obtained through the transfer, conversion or redemption of points.
- 14.4 Fraud and abuse relating to the earning of points in the program or redemption of rewards, including transfer of points to participating frequent traveller programs, may result in forfeiture of points as well as cancellation of the program account.
- 14.5 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.
- 14.6 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.
- 14.7 All questions or disputes regarding eligibility for the program, the eligibility of points for accrual or redemption of points or rewards including transfer of points to a participating frequent traveller program, will be resolved by us at our sole discretion. Any such questions or disputes must be brought to our attention and resolved within 12 months. Additionally, any points disputes must be raised and resolved within 12 months from when the points are first credited to or deducted from the program account.
- 14.8 The program account is not transferable.
- 14.9 Our failure to enforce a particular term or condition does not constitute a waiver of that term or condition by us.
- 14.10 We may assign our rights under this agreement at any time without your consent.
- 14.11 This agreement is governed by the laws of New South Wales, Australia.
- 14.12 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)

Program Account – Annual Fee

Membership Rewards <i>Ascent Premium</i>	This is included in your Card annual fee
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Other Fees

Transfer fee to transfer from Membership Rewards <i>Ascent Premium</i> to Membership Rewards <i>Choices</i> or <i>Ascent</i>	No charge
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Fee for purchasing points (when redeeming non-frequent traveller rewards)	\$22 per 1,000 points
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Points Reinstatement Fee

Reinstatement by telephone or by written request	\$25
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Reinstatement online	\$20
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MEMBERSHIP REWARDS™

TERMS AND CONDITIONS

Effective 1 September 2008, these Terms and Conditions supersede the previous Membership Rewards Terms and Conditions.



American Express Australia Limited

Membership Rewards

GPO Box 240, Sydney NSW 2001

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

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