

**CORPORATE MEMBERSHIP REWARDS**

**TERMS AND CONDITIONS**

Terms and Conditions for the Corporate Membership Rewards program  
Effective 15 April 2019, this agreement replaces any previous Corporate Membership Rewards Terms and Conditions. If you have not already accepted this agreement, you now accept it by using your Card or your Program Account.

## American Express Corporate Membership Rewards Program Terms and Conditions ('Agreement')

These Corporate Membership Rewards Program Terms and Conditions are an extension of the American Express Global Commercial Services Agreement entered into by and between you, the Client and us, American Express. You may participate in the Corporate Membership Rewards Program only after being approved by American Express. This Agreement sets out the Terms and Conditions under which American Express Australia Limited will provide a Corporate Membership Rewards Program for corporate entities in Australia.

### AGREED TERMS

#### 1. Definitions

**'American Express', 'we', 'our' and 'us'** – American Express Australia Limited, a company registered in Australia (ABN 92 108 952 085) with its registered office at 12 Shelley Street, Sydney NSW 2000.

**'American Express Card Member' or 'Card Member'** – the individual named on the Card.

**'American Express Global Commercial Services Agreement'** – the agreement entered into between American Express and the Company, for the Company to use American Express® Corporate Cards.

**'Anniversary Date'** – the anniversary date of enrolment of the Company.

**'Authorised Third Party'** – the individual named on the Program Authorisation Form and is nominated by the appointed Corporate Membership Rewards Program Administrator acting on behalf of the Company to carry out certain duties on the Program Account as determined by American Express.

**'Card(s)'** – the American Express Corporate Platinum, Gold and Green Card(s) issued under the American Express Global Commercial Services Agreement.

**'Card Account'** – an Account established by us for a Card Member for the purpose of recording charges and operating a Card.

**'Company', 'you' or 'your'** – the Company, firm or business entity that is party to the American Express Global Commercial Services Agreement and has completed an application for participation in the Corporate Membership Rewards Program.

**'Company Account'** – the ledger established by us to record the Company's and our respective payment obligations to each other under the Corporate Card Service Terms and Conditions, including without limitation, obligations of the Company to pay charges on Card Accounts and obligations of Company to pay us for fees, costs and other amounts due to us pursuant to our provision of the Corporate Card Service. Company Account is distinct from Card Accounts and cannot be used for the execution of Card transactions.

**'Corporate Membership Rewards Card Fee' or 'Program Fee'** – the annual fee charged per Card for participation in Corporate Membership Rewards.

**'Corporate Membership Rewards Program Administrator'** – an employee, who is a current Card Member that the Company has designated to be solely responsible for the management of the Program Account. This includes enrolling/un-enrolling Cards, using points for rewards and more.

**'Corporate Membership Rewards Program Administrator Card'** – the Card held by the Corporate Membership Rewards Program Administrator.

**'Corporate Membership Rewards Program', 'Corporate Membership Rewards' or 'program'** – the program as set out in this Agreement under which the Company earns points at the company level for the Company's use based on the spend of enrolled Card Members.

**'Enrolment Date'** – the date the Company first enrolls in the Corporate Membership Rewards Program.

**'Individual Membership Rewards Program'** – the American Express Membership Rewards Program under which Card Members earn points for their personal use based on their spend.

**'Insolvency Event'** – that the Company concerned is bankrupt, insolvent or unable to pay its debts or becomes involved in any action or process (including a voluntary process) normally associated with insolvency, including, without limitation, receivership, liquidation or voluntary administration, or if it ceases, or threatened to cease to carry on business in Australia.

**'Program Account'** – the account held by Company with us for participation in the Corporate Membership Rewards Program and against which points are recorded.

**'Qualified Travel Purchase'** – a purchase made using any Card enrolled in the Program at an airline, hotel, car rental company, cruise line, travel agency, tour operator or online travel website submitted by a Merchant or recognised by American Express systems under an appropriate industry code or identifier for the above-listed categories and includes related taxes, booking fees, airport fees and travel insurance premiums charged to any Card enrolled in the program.

#### 2. Eligibility and Enrolment

- 2.1 You may participate in the program and open a Program Account only after being approved by us. Card Members may only participate in the Program if their Company chooses to enrol their Card Account in the Program, subject to our approval. Eligibility requirements will be determined at our sole discretion and may change at any time.
- 2.2 You are required to assign one (1) Card, the Corporate Membership Rewards program Administrator Card, to which all applicable Program Fees will be applied.
- 2.3 The Corporate Membership Rewards Card Fee for each Card will be charged at the time of enrolment for that Card. The Corporate Membership Rewards Card Fees will be billed each year on the Anniversary Date.

## SETTING UP AND USING YOUR PROGRAM ACCOUNT

### 3. The Corporate Membership Rewards Program Administrator

- 3.1 To set up a new Corporate Membership Rewards Account, your Company will first authorise one Corporate Membership Rewards Program Administrator whose Card will be the Primary Card tied to your Corporate Membership Rewards Program Account.
- 3.2 Your Company is completely responsible for any actions the Corporate Membership Rewards Program Administrator takes when managing your Account, and you release American Express and its parents, subsidiaries and affiliates from any and all liability related to how the Corporate Membership Rewards Program Administrator uses your Corporate Membership Rewards Account.
- 3.3 To permit management of the program, only the Corporate Membership Rewards Program Administrator will be given the right to perform redemptions on behalf of the Company. The Company warrants that the Corporate Membership Rewards Program Administrator or nominated Authorised Third Party notified by it to American Express is authorised to carry out activities in connection with the Program on behalf of the Company.
- 3.4 It is the Company's responsibility to inform American Express of a change in Corporate Membership Rewards Program Administrator and follow procedures set by American Express to do so, such as completing the appropriate form. If the Company does not have a designated Corporate Membership Rewards Program Administrator, it will not be allowed to redeem points.
- 3.5 Only the Corporate Membership Rewards Program Administrator is authorised and able to access Program Account information either via the online system or telephone servicing. The Corporate Membership Rewards Program Administrator will be able to view the balance of points accrued in your Program Account by enrolling the Corporate Membership Rewards Program Administrator Card in "Online Services" and logging into your Program Account online. The Corporate Membership Rewards Program Administrator may also call customer services to obtain your balance.

### 4. Points Accrual

- 4.1 Subject to these Terms and Conditions, you will accrue a designated number of points (earn rate) (as notified to you from time to time) for every one Australian dollar purchase of goods and services, charged and billed on Cards enrolled to the Corporate Membership Rewards Account.
- 4.2 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 on transactions. We will disregard and not accumulate a fraction of a point.
- 4.3 We will notify you of the balance of points accrued in your Program Account, including points accrued from any other Card Members in your monthly Corporate Program Administrator's Account.

### 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 or any other cash services or transactions;
  - (c) interest charges;
  - (d) fees and charges;
  - (e) purchases paid with points;
  - (f) charges in relation to promotional offers which we exclude from points accrual;
  - (g) charges for which we do not receive payment in full for any reason;
  - (h) charges at a Merchant that you charge to your Card Account or any third party related to you or have any ownership interest in, excluding shares quotes on a recognised stock exchange; or
  - (i) any credits that are posted to your Program Account or any linked Card Accounts – including those arising from returned goods or services or from billing disputes. Any points accrued in your Card Account will be reduced to reflect the amount credited.
- 5.2 At all times, points accrued in your Program Account remain our property and do not constitute property of the Company. Points are not transferable by operation of law or otherwise to any person or entity. Each Corporate Membership Rewards point has no cash redemption value, or other cash or monetary value except that which American Express may, in its sole discretion allow the Company to redeem points for certain rewards.
- 5.3 Points cannot be transferred to any other Corporate Membership Rewards program or Individual Membership Rewards Program Account.

### 6. Points Expiration

- 6.1 There is no expiry date for points earned while in the program so long as you are enrolled in the program and all your Card Accounts with us are kept in good standing and are not overdue.

### 7. Points Redemption Generally

- 7.1 Points may only be redeemed provided all your Card Accounts with us are kept in good standing and are not overdue.
- 7.2 For specific redemption options, redemption rates including any minimum redemption values, please log in to your Program Account.
- 7.3 Once points have been redeemed, they may not be converted back into points, cash or a credit and are not refundable, replaceable or transferable.
- 7.4 You can purchase points for the redemption of any reward, excluding Points for Travel and Select & Pay with Points rewards, but any points purchased must be redeemed at the time of purchase. 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.
- 7.5 All rewards are subject to availability and restrictions may apply.

### 8. Redeeming Points for TripFlex™

- 8.1 The Company is eligible to redeem points for a credit to a Card of your choice which is enrolled in the Program Account for Qualified Travel Purchases under the TripFlex rewards option ("TripFlex").
- 8.2 The redemption of points will be awarded to the Company in the form of a credit to the Card Account of your choice which is enrolled in the Program Account, provided that the Qualified Travel Purchase was originally charged to that Card Account.
- 8.3 Company must redeem a minimum of 1,000 points at one time.
- 8.4 American Express reserves the right to require that any credit to the Card Account of your choice, which is enrolled in the Program Account, does not exceed the amount of the Qualified Travel Purchase.
- 8.5 Points can only be redeemed for credit in respect of a Qualified Travel Purchase subject to standard payment terms and once it has been posted to that Card Account and must be redeemed within twelve (12) months after it has been posted.
- 8.6 American Express reserves the right to further restrict the time frame in which Qualified Travel Purchases are eligible for reimbursement through certain redemption channels.
- 8.7 American Express reserves the right to restrict credits if the Card Account has or will have a credit balance or in any other circumstances that American Express determines at its sole option and discretion.
- 8.8 The Card Account may not be credited until a subsequent billing period after the original Qualified Travel Purchase was charged to that Card Account. A Company may not withhold any payment due on that Card Account based upon the Company's expectation of receiving a future billing statement credit. Qualified Travel Purchases are subject to the applicable terms, conditions, exclusions, limitations and fees established by the suppliers of the Qualified Travel Purchases.
- 8.9 Points cannot be redeemed for an amount of credit that is greater than the outstanding statement balance.

### 9. Redeeming Non-Frequent Traveller Rewards

- 9.1 Once delivered we are not responsible for any lost or stolen rewards, reward certificates, vouchers or tickets. Claims for undelivered Gift Card, e-Gift Cards or voucher rewards must be raised as soon as possible.
- 9.2 Should your non-Frequent Traveller reward not be available within the timeframe confirmed at time of redemption we may communicate to you an alternate delivery timeframe and/or (at our reasonable discretion) supply an alternative reward of equal or greater value to that which you redeemed.

### 10. Redeeming Points for Credit

- 10.1 Company may redeem points for credit on the Company Account. All credits for which you redeem points will be posted onto a Card Account of your choice which is enrolled in the Program Account. Credits cannot be applied onto any other Card Account.
- 10.2 Points cannot be redeemed for an amount of credit that is greater than the outstanding statement balance.
- 10.3 The redemption of Points for Credit will be administered by us within three business days and cannot be reversed.

### 11. Program Account

- 11.1 You may end this agreement at any time by requesting the cancellation of your program. Subject to this agreement and provided your Corporate Account is open and current, if you cancel your enrolment in the program, you may redeem any unused points for up to one month after the date of cancellation.
- 11.2 If any of your Card Accounts are not in good standing, are overdue (we do not receive payment within 40 days of the Card Account statement date) or if you are in breach of any Terms or Conditions applicable to any Card Account, any points accrued by Company relating to the overdue amount will be forfeited, your privilege to earn points may be removed, and your enrolment in the Program Account may be cancelled.
- 11.3 If you cancel your Program Account with us or if, for any reason, we cancel the Program Account or any linked Card Account, any points accrued in the Program Account will be forfeited and will not be capable of transfer, conversion or redemption.
- 11.4 If you hold more than one Card Account and voluntarily cancel any such Card Account and at least one Card Account remains open, we may allow points accrued to be linked to the open Card Account.
- 11.5 If we have forfeited points under clause 11.2, provided your linked Card Accounts and Program Account have not been cancelled and such request is made within three months of your Card Account statement date to which the overdue payment relates and you bring your relevant Card Account 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. Once your Program 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.
- 11.6 If a Company cancels any Card Account(s) that earn points for the Program Account and the Program Account remains open then those points earned by the cancelled Card Account(s) prior to its cancellation will not be forfeited.
- 11.7 If a Company ceases all or substantially all of its operations for any reason or if Company or its parent entity undergoes an Insolvency Event, the Company's Program Account will terminate immediately and the points will instantly be forfeited.

### 12. Our Liability to you

- 12.1 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. Warranty claims should be directed to the manufacturer or service provider in accordance with their warranty information (if applicable) and we will provide you with such proof of purchase information as reasonably available to allow you to pursue such claims.
- 12.2 Where points are used for travel bookings with an American Express partner you acknowledge that such travel bookings are supplied by third parties and not American Express. Upon redeeming points for a travel booking with an American Express travel partner, 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. We will bear no responsibility for resolving any dispute between you and the travel partner.
- 12.3 Where points are used for travel bookings or arranging all transport, sightseeing, hotel accommodation and other travel-related services for you, we do not own, manage, control or operate any supplier of services, and all coupons, receipts and tickets that you are issued with will be subject to the Terms and Conditions specified by the supplier of that coupon, receipt or ticket. By accepting the coupons and tickets and utilising the services, you agree that we shall not be liable for any loss, injury or damages to you or your belongings or in connection with any accommodation, transport or other services or resulting directly or indirectly from occurrences beyond our control, including breakdown in equipment, strikes, theft, delay or cancellation or change in itinerary or schedule, etc. Also remember that travel documents, if necessary, and compliance with customs regulations, if applicable, are your responsibility.
- 12.4 Once we have transferred points following your instructions 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.
- 12.5 Nothing in this Agreement shall exclude or seek to exclude any liability to the extent that such exclusion would contravene applicable law.
- 12.6 By redeeming rewards, the Company releases American Express and its parent, subsidiaries and affiliates from any liability regarding the redemption or use of rewards, or other participation in the Program.
- 12.7 Once American Express has transferred points following the Company's instructions, we assume no responsibility for points redeemed from a Program Account or for the actions of any airline and/or hotel in connection with their frequent traveller program or otherwise.
- 12.8 All discrepancies or disputes (which may include, but are not limited to, enrolment of a Company into the Program Account, enrolment of a Card Member in the Card Account, points balance, points for accrual or redemption of points for rewards, including transfer of points) under this Agreement shall be resolved by us at our discretion. In any event, such discrepancies must be raised and brought to our attention within twelve (12) months of the discrepancy or disputed point. If the Company or Corporate Membership Rewards Program Administrator fails to address any discrepancies or disputes within such time period, American Express has no obligation to rectify any such discrepancy or dispute in relation to this program.

### 13. Changes to these Terms

- 13.1 We may add reward partners and reward benefits and make non-material changes to these terms at any time without giving prior notice to you.
- 13.2 We may vary the number of points required to purchase a specific reward at any time without giving you prior notice. However, we will give you at least 60 days notice if we choose to significantly increase the number of points required to redeem rewards as a whole unless this increase is as a result of an increase in the cost to us in providing such rewards.
- 13.3 We may remove rewards which we believe are not material to the program without prior notice. This may include the removal of certain rewards partners and/or the removal of certain reward products supplied by those partners. For rewards and reward partners which we do consider material to the program we may remove such rewards on giving you no less 90 days prior notice provided that we shall not be obliged to give you notice if the removal was required by law.
- 13.4 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 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.
- 13.5 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.
- 13.6 We may make other material changes to these Terms and Conditions by giving you at least 30 days notice.

### 14. Privacy and Personal Information

- 14.1 The American Express Privacy Policy Statement sets out policies on management of personal information and can be found at amex.com.au. 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.
- 14.2 You also agree that where you have provided us with information about individuals in this Account request form, you will make sure that those individuals are aware of:
  - You supplying their information to us in connection with this Account request;
  - Their ability to access that information in accordance with the Privacy Act; and
  - The contact details of our Privacy Officer (The Privacy Officer, American Express Australia Limited, GPO BOX 1582, Sydney NSW 2001).
- 14.3 We will use personal information collected through the Program Account for the purpose of providing the American Express Corporate Membership Rewards service (for example, awarding Corporate Membership Rewards points, Corporate Membership Rewards points redemptions reporting, marketing, to verify your identity and to authorise Corporate Membership Rewards transactions) and as otherwise set out in the American Express Global Commercial Services Agreement.
- 14.4 Our collection and use of personal information in relation to the Program Account is governed by and subject to your American Express Global Commercial Services Agreement which provides full details about how American Express collects and uses personal information of both you and your Card Members.

### 15. General

- 15.1 Fraud, abuse or gaming relating to the earning of points in the program or redemption of rewards, may result in forfeiture of points as well as cancellation of the Program Account or Card Account.
- 15.2 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.
- 15.3 Our failure to enforce a particular term or condition does not constitute a waiver of that term or condition by us.
- 15.4 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.
- 15.5 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.

### 16. Communications and Changes to these Terms

- 16.1 Statements, notices (which include changes to this Agreement), disclosures and other communications (together called "Communications") will be sent to the Program Administrator via post, electronically, via SMS or made available online. You must maintain a valid phone number and mailing and email addresses in our records for your Program Account.
- 16.2 American Express may rely on Communications from the Corporate Membership Rewards Program Administrator or Authorised Third Party as Communications from the Company and may act on such Communications accordingly. The Company agrees that Communications from American Express to the Corporate Membership Rewards Program Administrator or Authorised Third Party will be considered Communications to the Company.

### 17. Fees and Charges

Card/Product Name	Additional Cost to enrol per Card (Including GST)
American Express® Corporate Card	\$89
American Express® Corporate Gold Card	\$89
American Express® Corporate Platinum Card	None

American Express Australia Limited (ABN 92 108 952 085).

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