

**AMERICAN EXPRESS® QANTAS
BUSINESS REWARDS CARD**
POINTS TERMS AND CONDITIONS

**Effective
30 April 2020**

AMERICAN EXPRESS QANTAS BUSINESS REWARDS CARD – POINTS TERMS AND CONDITIONS

If you have not already accepted these Points Terms and Conditions, your first use of the Card or Card Account will indicate your agreement to these Points Terms and Conditions.

1. DEFINITIONS

Accrued Qantas Points – Points accrued as a result of transactions on the Card and Employee Card that have not been transferred to the Client's Qantas Business Rewards Account.

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

American Express Business Charge Card Member Agreement – the terms and conditions issued by American Express from time to time in relation to the use of a Card.

Bonus Partner – merchants who enter into an agreement with American Express in relation to the provision of Bonus Qantas Points to Primary Card Members.

Bonus Qantas Points – the additional Qantas Points accrued in respect of a purchase made with a Bonus Partner with a Card or Employee Card in addition to the standard Qantas Points accrued for that transaction.

Card – means the American Express Qantas Business Rewards Card, offered, issued, and administered by American Express.

Card Account – the Account opened by the Client and the Primary Card Member which records the transactions incurred on the Card.

Client – the business entity identified by the Client ABN to whom the Card Account is opened along with the Primary Card Member.

Client ABN – the ABN provided by the Client to American Express within the Card Account application for contract and identification purposes.

Employee Card – a Card issued to another person at the request of the Client and/or the Primary Card Member which may incur transactions and charges on the Card Account.

Employee Card Member – a holder of a Employee Card who is authorised to transact on the Card Account.

Enrolment date – the date on which American Express opens the Card Account.

Primary Card Member – the person in whose name a Card Account is opened along with the Client responsible for all transactions on the Card Account.

Qantas Points – means Qantas points earned in the Qantas Business Rewards Program by a Client.

Qantas – Qantas Airways Limited (ABN 16 009 661 901).

Qantas Business Rewards Program or Account – means the loyalty program offered by Qantas for Australian businesses with an active Qantas Business Rewards Account. Membership of Qantas Business Rewards and the earning of Qantas Points for the business are subject to the Qantas Business Rewards terms and conditions available at qantasbusinessrewards.com/terms.

You and **Your** – the Client and/or Primary Card Member.

We and **Our** – American Express.

2. ELIGIBILITY

2.1 The Client must be an active member of the Qantas Business Rewards Program to earn Qantas Points. Qantas Business Rewards membership and the earning and use of Qantas Points are subject to the Terms and Conditions of the Qantas Business Rewards Program. Please refer to qantasbusinessrewards.com/terms

- 2.2 American Express can only transfer Accrued Qantas Points to a Qantas Business Rewards Account that has an ABN that matches the Client's name and ABN provided on the Client's Card Account.

3. EARNING QANTAS POINTS

- 3.1 Except for promotional offers and the categories listed in clause 3.2 below, the Client will accrue a designated number of Qantas Points (earn rate as notified to you from time to time), for every one Australian dollar (AUD) spent on goods and services, charged and billed on the Card Account. Subject to these terms and conditions, Qantas Points are calculated on each purchase of goods or services charged to the Card Account. Only whole Qantas Points are credited. Accrued Qantas Points shall be rounded to the nearest whole Qantas Point in accordance with the generally accepted principles in respect of rounding rules. For details on the number of Qantas Points awarded for each transaction type, please contact American Express using the telephone number printed on the back of the Card.

3.2 Exemptions

No Qantas Points accrue in respect of:

- (a) charges prepaid prior to the first billing statement for that Card Account following the Enrolment Date;
 - (b) Cash advance and other cash services;
 - (c) American Express Travellers Cheque and gift cheque purchases;
 - (d) interest charges;
 - (e) annual Card fees;
 - (f) late payment charges; and
 - (g) all other fees and charges applied to the Card Account.
- 3.3 All spend by the Primary Card Member and the Employee Card Member will accrue Qantas Points for the Client.
- 3.4 The Client's use of the Qantas Points it accrues within its Qantas Business Rewards Account can be used by the Client in its sole discretion and subject to the terms of the Qantas Business Rewards Program.
- 3.5 Once Qantas Points are transferred to the Client's Qantas Business Rewards Account, American Express assumes no responsibility for Qantas Points transferred to the Client's Qantas Business Rewards Program, the Client's use of the Qantas Points or for the actions of Qantas in connection with its Qantas Business Rewards Program or otherwise.
- 3.6 When the Primary Card Member or Employee Card Member obtains a refund or reimbursement for items purchased on the Card or Employee Card as applicable, a credit is posted to the Card Account in the amount of the refund or reimbursement. This credit will reduce the Accrued Qantas Points to reflect the refund or reimbursement.
- 3.7 The Client will accrue Bonus Qantas Points for every one Australian dollar charged and billed on the Card Account when the Primary Card Member or Employee Card Member makes a purchase with a Bonus Partner. Bonus Partners may change from time to time. Details are available from American Express.
- 3.8 Accrued Qantas Points are not the property of the Client, Primary Card Member or Employee Card Member and are not transferable to another Card Account, whether by operation of law or otherwise, either to any other person or entity.
- 3.9 Accrued Qantas Points have no monetary value.

- 3.10 If any Card Account is not in good standing, the Client's privilege to earn Qantas Points may be cancelled or Accrued Qantas Points may be forfeited. American Express reserves the right to withdraw all Card benefits from the Client, Primary Card Member and Employee Card Member due to the Client, Primary Card Member's or the Employee Card Member's failure to adhere to the American Express Business Charge Card Member Agreement.
- 3.11 If a Client, or Primary Card Member cancels the Card Account, or if for any reason American Express cancels the Card Account, any Accrued Qantas Points will be forfeited.
- 3.12 Accrued Qantas Points will be automatically transferred to your Qantas Business Rewards Account on a monthly basis. The monthly Card Account statement will specify the number of Accrued Qantas Points accumulated during that month and the number of Qantas Points transferred to the Qantas Business Rewards Program Account. The total Qantas Points earned during your monthly Card statement cycle may not all appear on your Qantas Business Rewards Account activity statement for the next month as the transfer occurs approximately 6 days prior to the end of your Card statement cycle. Any Qantas Points for transactions on your Card Account made after the transfer date will appear on your next month's Qantas Business Rewards Account activity statement.

4. GENERAL

- 4.1 American Express assumes no responsibility for any loss of whatever nature resulting from the redemption of Qantas Points from the Qantas Business Rewards Program.
- 4.2 Qantas can suspend or terminate the Qantas Business Rewards Program at any time it deems appropriate in accordance with the terms of Qantas Business Rewards Program. In such a case, American Express shall give such advance written notice to you as is reasonably practical.
- 4.3 American Express and Qantas reserve the right to change these Qantas Points Terms and Conditions at any time including, but not limited to the, Qantas Points conversion rates that American Express will provide you with:
 - (a) no prior notice for changes that are not material or which add rewards or Bonus Qantas Points;
 - (b) 90 days prior notice for any change to the Qantas Points earn or conversion rates;
 - (c) 90 days prior notice of any termination of the American Express Qantas Business Rewards Card Program unless termination is required by law in which case no prior notice will be required.
 - (d) Reasonable notice of any suspension of the American Express Qantas Business Rewards Card Program unless suspension is required by law in which case no prior notice will be required; and
 - (e) 30 days prior notice of any other change. American Express will notify Primary Card Members of changes to the Qantas Points Terms and Conditions and Primary Card Members and Employee Card Members will be bound by those changes.
- 4.5 Fraud and abuse relating to the Accrued Qantas Points may result in forfeiture of the Accrued Qantas Points as well as cancellation of the Card Account.
- 4.6 You are solely responsible for any government tax, duty or other charge imposed by law in any country in respect of the Primary Card Member's and the Employee Card Member's use of the Card.
- 4.7 American Express' failure to enforce a particular term or condition does not constitute a waiver of that term or condition by American Express.

- 4.8 Use of the Card and any Employee Cards and Card Account is subject to the American Express Business Charge Card Member Agreement.
- 4.9 Qantas Points are governed by and subject to the terms and conditions of the Qantas Business Rewards Program available at qantasbusinessrewards.com/terms.
- 4.10 **Assignment**
- (a) **Transfer by us**
American Express may assign any of its rights under this agreement. American Express may also transfer its obligations under this agreement to any third party provided it is reasonably satisfied that there will be no detriment to you in the transfer. You agree that American Express may disclose any information or documents it considers necessary to help it 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.
- 4.11 If the Primary Card Member is a Corporation, this agreement is governed by the laws of the state of New South Wales, Australia. If the Primary Card Member is not a Corporation this agreement is governed by the laws of the State or Territory of Australia as stated on your billing address or if your billing address is overseas, as stated on your last known Australian billing address, or if no Australian billing address ever existed the laws of New South Wales, Australia.

5. PRIVACY AND PERSONAL INFORMATION

You agree that we may, subject to the American Express Card Member *Privacy Statement and Privacy Act 1988* (Cth) use your personal information to facilitate the provision of the Qantas Points including that we and our agents may do the following:

- (i) **Partners** – provide personal information to Qantas, its agents, affiliates and related companies for the purposes of our marketing, planning, product development and administration of the American Express Qantas Business Rewards Card and seek from and exchange with such organisations personal information about you.
- (ii) **Our service providers** – transfer personal information confidentially to our related companies and other organisations which issue or service the American Express Qantas Business Rewards Card, subject to appropriate conditions of confidentiality. This includes transferring personal information to the USA or other countries for data processing and servicing.
- (iii) **Call monitoring** – monitor and record your telephone conversations with us from time to time in order to train our staff and control our service quality.

For correspondence:

American Express Australia Limited

American Express Qantas Business Rewards Card Program

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

GPO Box 240

Sydney NSW 2001



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