

**AMERICAN EXPRESS® QANTAS BUSINESS
REWARDS CARD**

**QANTAS TERMS AND CONDITIONS FOR TRIPLE QANTAS
POINTS FOR BUSINESS BENEFIT**

**Effective
14 September 2017**

QANTAS TERMS AND CONDITIONS FOR TRIPLE QANTAS POINTS FOR BUSINESS BENEFIT

1. INTRODUCTION AND ACCEPTANCE OF TERMS AND CONDITIONS

- 1.1 These Terms and Conditions form the basis for the provision of the Triple Qantas Points for business benefit for Clients who purchase certain eligible Qantas fares using an Eligible Card and who qualify for the Triple Qantas Points for business benefit under these Terms and Conditions.
- 1.2 By participating in the Triple Qantas Points for business benefit, the Client accepts these Terms and Conditions.

2. DEFINITIONS

In these Terms and Conditions unless the context otherwise requires:

Account means the account of a Client with American Express, on which Eligible Cards are issued, and includes an

American Express Business Travel Account (BTA) of the Client only if

American Express has agreed to link that BTA to the Account;

American Express means American Express Australia Limited, ABN 92 108 952 085;

American Express Qantas Corporate Card means a Corporate Card bearing trademarks of both American Express and Qantas;

American Express Qantas Business Rewards Card means a Business Rewards Card bearing trademarks of both American Express and Qantas;

Card Member means the individual to whom an Eligible Card is issued at the request of the Client, and whose name is embossed on the front of the Eligible Card;

Client means the company or business, other than American Express or Qantas, whose name appears on an Eligible Card and who holds an Account;

Eligible Card means an American Express Qantas Corporate Card or an American Express Qantas Business Rewards Card;

GST has the meaning given in the A New Tax System (Goods and Services Tax) Act 1999 (Cth) and related imposition Acts of the Commonwealth;

Membership Year means each consecutive 12 month period commencing from the date of joining Qantas Business Rewards;

Qantas means Qantas Airways Limited ABN 16 009 661 901;

Qantas Business Rewards 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;

Qantas Business Rewards Airline Reward Scheme means the reward scheme of airline benefits made available by Qantas as part of Qantas Business Rewards. For more details please refer to qantasbusinessrewards.com/terms#airlineterms;

Qantas Business Rewards Member means an ABN Holder having a postal mailing address in Australia and who is registered with Qantas Business Rewards;

Qantas Business Rewards Membership Account means in relation to each Qantas Business Rewards Member the membership account maintained by or on behalf of Qantas in which all membership details are held and which records Qantas Business Rewards benefits;

Qantas Eligible Flight means 'Qantas Eligible Flight' as defined in the Qantas Business Rewards Airline Reward Scheme Terms and Conditions, available at qantasbusinessrewards.com/terms. Qantas Eligible Flight includes a regular scheduled flight operated by Qantas, Emirates or American Airlines with a Qantas

'QF' flight number shown on the ticket that was purchased in Australia and ticketed on a Qantas ticket (i.e. where the ticket number for the itinerary commences with the numerals '081'). For all applicable exclusions and definition please refer to Qantas Business Rewards Airline Reward Scheme Terms and Conditions;

Qantas Points means points earned for a business by Qantas Business Rewards members under the terms and conditions of Qantas Business Rewards available at qantasbusinessrewards.com/terms. Qantas Points are offered under the applicable partner's terms and conditions and earning thresholds may apply;

Terms and Conditions means these terms and conditions, as amended from time to time;

Triple Qantas Points for business benefit means Qantas Points earned for a business when a Card Member uses their Eligible Card to make a Qantas Eligible Flight booking. Qantas will allocate 3 times the number of Qantas Points which will be awarded to the business under the Qantas Business Rewards Airline Reward Scheme terms and conditions.

3. QANTAS BUSINESS REWARDS PROGRAM MEMBERSHIP

A Client must be a Qantas Business Rewards Program member to earn Qantas Points. A one-off joining fee of \$89.50 usually applies, however this will be waived for any business that holds an existing Eligible Card.

4. ELIGIBILITY FOR THE TRIPLE QANTAS POINTS FOR BUSINESS BENEFIT

- (a) The Triple Qantas Points for business benefit is available only for Clients when the Eligible Card is used to make a Qantas Eligible Flight booking.
- (b) Clients will be enrolled by Qantas in the Qantas Business Rewards Program when they are approved by American Express for an Eligible Card. Clients must activate their Account and accept the Qantas Business Rewards terms and conditions to be able to view and transfer Qantas Points.
- (c) Subject to clauses 4(d) to (i) below, the Triple Qantas Points will be awarded to the Client who is enrolled in the Qantas Business Rewards Program.
- (d) Triple Qantas Points will commence being accrued to the Client's Qantas Business Rewards Membership Account once the Client has advised American Express of the ABN and American Express has validated the Client's Qantas Business Rewards Membership Account with Qantas.
- (e) The maximum number of Qantas Points that can be earned by the Client is 4 million Qantas Points from flying per Membership Year.
- (f) Triple Qantas Points are earned once the Qantas Eligible Flight has been flown, and Qantas will endeavour to credit the applicable number of Qantas Points to the Client's Qantas Business Rewards Membership Account within 60 days after the Qantas Eligible Flight.
- (g) Earning and use of Qantas Points is subject to the Qantas Business Rewards terms and conditions and the Qantas Business Rewards Airline Reward Scheme terms and conditions available at qantasbusinessrewards.com/terms
- (h) Triple Qantas Points for business benefit and the Qantas Business Rewards Program is not available in conjunction with any other corporate or private airfares agreement, discount or rebate provided by Qantas including through a third party arrangement, except in the situation where Qantas negotiates the Triple Qantas Points for business benefit into a Client's agreement. (This exclusion does not apply to rebates or discounts offered to Clients by a travel agent or travel manager on their own behalf and not on behalf of Qantas). Clients are advised to check their current arrangements with Qantas by calling 13 10 85.

- (i) Travel agents are not eligible for the Triple Qantas Points for business benefit under these Terms and Conditions.
- (j) The ABN that the Client has registered with American Express must be the same ABN that is registered with their Qantas Business Rewards Membership Account in order to earn Triple Qantas Points for business. In the event that the Client changes the ABN registered for their Qantas Business Rewards account and it no longer matches the ABN that is registered to their Eligible Card Account, the Client will no longer be eligible to earn the Triple Qantas Points for business benefit.

5. CHANGES

- 5.1 Subject to clause 5.2, Qantas and American Express reserve the right to make any changes to these Terms and Conditions and the Triple Qantas Points for business benefit, including but not limited to:
 - (a) changes by Qantas to the amount of Qantas Points earned; and
 - (b) changes by Qantas and American Express to the timing of Triple Qantas Points for business benefit allocation.
- 5.2 Qantas and American Express will use best efforts to advise Clients of any material changes to these Terms and Conditions and where such changes limit or change any benefits to Clients such as the Triple Qantas Points for business benefit, give the Client at least 2 months notice.
- 5.3 Without limiting this Clause 5 in any way, a Client will be taken to have received notice of any changes to these Terms and Conditions if Qantas or American Express notifies the Client of the change by providing notice to the email or physical address provided by the Client to Qantas or American Express and/or by posting details of the changes on American Express' website.

6. BREACH OF TERMS AND CONDITIONS AND RIGHT OF SET OFF

- 6.1 Any breach of these Terms and Conditions or the terms and conditions of American Express governing use of the Eligible Card by a Client or Card Member, whether intentional or otherwise, may result in suspension or termination of the Triple Qantas Points for business benefit without liability at the discretion of Qantas and American Express.
- 6.2 Qantas and American Express reserve the right to reverse or cancel Triple Qantas Points credited to a Client incorrectly, not in accordance with, or in breach of these Terms and Conditions at any time without liability.

7. CLIENT AND CARD MEMBER OBLIGATIONS

- 7.1 A Client or Card Member must not:
 - (a) abuse any benefits, facilities, services or arrangements accorded to the Client or Card Member by Qantas or American Express;
 - (b) act in any way which is likely to be detrimental to the interests of American Express or Qantas;
 - (c) supply or attempt to supply misleading information, or make any misrepresentation to American Express or Qantas; or
 - (d) act in any way which in Qantas or American Express' reasonable opinion breaches or is likely to breach these Terms and Conditions or is inconsistent with the intent of these Terms and Conditions.
- 7.2 Clients and Card Members must comply with these Terms and Conditions, and the terms and conditions of American Express governing use of the Eligible Card, at all times.

8. DISCLOSURE OF INFORMATION

8.1 It is a condition of the Triple Qantas Points for business benefit program that Clients consent and authorise Qantas and American Express to exchange and use information regarding their Account and the use of Eligible Cards issued on their Account for the purposes of:

- (a) calculating eligibility for and providing the Triple Qantas Points for business benefit;
- (b) research, marketing, product development and planning;
- (c) marketing their products or services or the products or services of their related bodies corporate; and
- (d) any third party providing services to Qantas or American Express in connection with the administration of Triple Qantas Points for business benefit or the Eligible Card.

This information may be transferred to or from Australia for these purposes. If the Client does not provide all or any part of the requested information, the services provided by Qantas or American Express may be affected.

8.2 Only the authorised representative of the Client named on the Account will be entitled to access Account information. Each Card Member will be entitled to access information about the Eligible Card issued to him or her. However, Qantas and American Express do comply with validly served and executed court orders and subpoenas and cooperate with investigations by state and federal agencies in accordance with their respective internal policies. Under these circumstances, or where otherwise required by law, Account information may be shared with others with or without the Client's knowledge or consent.

9. GST

9.1 Clients are advised to check with their accountant or tax adviser to ensure they understand possible fringe benefits tax implications (if applicable), and/or tax or GST adjustment or assessment implications related but not limited to the earning and use of Triple Qantas Points for business benefit.

10. GENERAL

10.1 These Terms and Conditions are governed by and will be construed in accordance with the laws of the State of New South Wales, Australia, irrespective of where the Eligible Card was issued. Any action or other legal process with respect to any matter or thing in connection with these Terms and Conditions must, unless otherwise agreed to by Qantas and American Express, be instituted and carried on only in the appropriate Court or tribunal of the State of New South Wales.

10.2 Nothing in these Terms and Conditions affects any rights a Client or Card Member may have and which by law may not be excluded under any statute, including the Competition and Consumer Act (2010).

10.3 If part or all of any provision of these Terms and Conditions is illegal, invalid or unenforceable, it will be:

- (a) read down to the extent necessary to ensure that it is not illegal, invalid or unenforceable, but if that is not possible;
- (b) severed from these Terms and Conditions and the remaining provisions of these Terms and Conditions will continue to have full force and effect.



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