

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 you are a Corporate cardholder, this agreement is governed by the laws of New South Wales, Australia. If you are not a Corporate cardholder this agreement is governed by 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.

5. 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about you held by American Express Australia Limited, and advise if you think it is inaccurate, incomplete or out of date.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 about your financial circumstances and the use and administration of the Qantas American Express Business Credit Card.

You agree that, subject to the *Privacy Act 1988* (Cth), we and our agents may do the following:

- (a) (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 Qantas American Express Business Credit Card and seek from and exchange with such organisations personal information about you.
- (b) (Our service providers) – transfer personal information confidentially to our related companies and other organisations which issue or service the Qantas American Express Business Credit Card, subject to appropriate conditions of confidentiality. This includes transferring personal information to the USA or other countries for data processing and servicing.
- (c) (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
Qantas American Express Business Credit Card Program
GPO Box 240
Sydney NSW 2001



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

Australian Credit Licence No. 291313

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QANTAS AMERICAN EXPRESS BUSINESS CREDIT CARD POINTS TERMS AND CONDITIONS

**Effective
30 April 2020**

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.

QANTAS AMERICAN EXPRESS BUSINESS CREDIT CARD – POINTS TERMS AND CONDITIONS

Effective 02 April 2013

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 Points – Points accrued as a result of transactions on the Card and Employee Card that have not been transferred to the Primary Cardmember's Qantas Frequent Flyer program account.

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

Qantas American Express Business Credit Card Conditions of Use – 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 Points to Primary Cardmembers.

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

Card – means Qantas American Express Business Credit Card, offered, issued and administered by American Express Australia Limited.

Card Account – the Account for the Qantas American Express Business Credit Card.

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

Points – Qantas Frequent Flyer points.

Primary Cardmember – the person in whose name a Card Account is opened and who is responsible for all transactions on the Card Account.

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

Qantas Frequent Flyer program – the frequent flyer loyalty program operated by or on behalf of Qantas.

Employee Card – a Qantas American Express Business Credit Card issued to another person at the request of the Primary Cardmember and on the Primary Cardmember's Card Account.

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

you and your – the Primary Cardmember.

we and our – American Express.

2. ELIGIBILITY

2.1 The Primary Cardmember must be a member of the Qantas Frequent Flyer program to earn and redeem Points. Primary Cardmembers who are not currently members of the Qantas Frequent Flyer program must enrol in the Qantas Frequent Flyer program if they wish to earn Points. A joining fee may apply. Membership and the earning and redemption of Points are subject to the Terms and Conditions of the Qantas Frequent Flyer program. Please refer to qantas.com/terms or call the Qantas Frequent Flyer Service Centre on 13 11 31 for a copy.

2.2 The Primary Cardmember must advise American Express of his or her Qantas Frequent Flyer program membership number. If American Express has not been notified of the Qantas Frequent Flyer program membership number, American Express is unable to transfer Points to the Qantas Frequent Flyer program account.

3. EARNING POINTS

3.1 Except for promotional offers and the categories listed in clause 3.2 below, you will accrue a designated number of 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, Points are calculated on each purchase of goods or services charged to your Card. Only whole Points are credited. Accrued Points shall be rounded to the nearest whole Point in accordance with the generally accepted principles in respect of rounding rules. 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.

3.2 Exemptions

No Points accrue in respect of:

- (a) charges prepaid prior to the first billing statement for that 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 Balance transfers from other card accounts are not eligible for Points on the amounts transferred. American Express reserves the right to change this provision at any time and may offer Points on balance transfers as part of specific promotions and subject to any conditions it thinks fit.

3.4 When the Primary Cardmember or Employee Cardmember 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 Points to reflect the refund or reimbursement.

3.5 The Primary Cardmember will accrue Bonus Points for every one Australian dollar charged and billed on the Card Account when the Primary Cardmember or Employee Cardmember makes a purchase with a Bonus Partner. Bonus Partners may change from time to time. Details are available from American Express.

3.6 Spend on Employee Cards will accrue Points for the Primary Cardmember.

3.7 Accrued Points are not the property of the Primary Cardmember or Employee Cardmember and are not transferable to another Card Account, whether by operation of law or otherwise, either to any other person or entity.

3.8 Accrued Points have no monetary value.

3.9 If any Card Account is not in good standing, the Primary Cardmember's privilege to earn Points may be cancelled or Accrued Points may be forfeited. American Express reserves the right to withdraw all Card benefits from the Primary Cardmember and Employee Cardmember due to the Primary Cardmember's or the Employee Cardmember's failure to adhere to the American Express Credit Card Conditions of Use.

3.10 If a Primary Cardmember cancels the Card Account, or if for any reason American Express cancels the Card Account, any Accrued Points will be forfeited.

3.11 Accrued Points will be automatically transferred to your Qantas Frequent Flyer program account on a monthly basis. The monthly Card Account statement will specify the number of Accrued Points accumulated during that month and the number of Points transferred to the Qantas Frequent Flyer program account. The total Points earned during your monthly Card statement cycle may not all appear on your Qantas Frequent Flyer program statement for the next month as the transfer occurs approximately 6 days prior to the end of your Card statement cycle. Any Points for transactions on your Card Account made after the transfer date will appear on your next month's Qantas Frequent Flyer program statement.

4. GENERAL

4.1 Once transferred, American Express assumes no responsibility for Points transferred to the Qantas Frequent Flyer program or for the actions of Qantas in connection with its Qantas Frequent Flyer program or otherwise.

4.2 American Express assumes no responsibility for any loss of whatever nature resulting from the redemption of Points from the Qantas Frequent Flyer program.

4.3 Qantas can suspend or terminate the Qantas Frequent Flyer program at any time it deems appropriate in accordance with the terms of the Qantas Frequent Flyer program, available at qantas.com/terms. In such a case, American Express shall give such advance written notice to Primary Cardmembers as is reasonably practicable.

4.4 American Express and Qantas reserve the right to change these Points Terms and Conditions at any time including, but not limited to, Points conversion rates provided that American Express will provide you with:

- (a) no prior notice for changes that are not material or which add rewards or Bonus Points;
- (b) 90 days prior notice for any change to the Points earn or conversion rates;
- (c) 90 days prior notice of any termination of the Qantas American Express 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 Qantas American Express 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 Cardmembers of changes to the Points Terms and Conditions and Primary Cardmembers and Employee Cardmembers will be bound by those changes.

4.5 Fraud and abuse relating to the Accrued Points may result in forfeiture of the Accrued Points as well as cancellation of the Card Account.

4.6 The Primary Cardmember is solely responsible for any government tax, duty or other charge imposed by law in any country in respect of the Primary Cardmember's and the Employee Cardmember'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 Credit Card Conditions of Use.

4.9 Points are governed by and subject to the terms and conditions of the Qantas Frequent Flyer program, available at qantas.com/terms.