

## Terms and Conditions for the Membership Rewards Corporate *Choices* Program.

Effective 5 September 2012, these Terms and Conditions supersede any previous versions. If you have not already accepted these Terms and Conditions, you now accept by using your Card or your account.

### 1. Definitions

**‘our, we, us’** – American Express Australia Limited (ABN 92 108 952 085).

**‘Card Account’** – the Card Account for any of the eligible Australian dollar, corporate cards we issue to you.

**‘Cardmember’** – the person in whose name an account is opened and who is responsible for all transactions on the Corporate Card Account.

**‘Choices’** – the American Express Membership Rewards *Choices* program which is available to select enrolled American Express Corporate Cardmembers and includes non-frequent traveller rewards only.

**‘Corporate Card’** – any Card that we deem to be a Corporate Card, including the American Express Corporate Card.

**‘Corporate Cardmember’** – a Cardmember who holds and is authorised to use a Corporate Card. Your company has allowed employees to participate in the program and you are therefore eligible to enrol in the program.

**‘Corporate account’** – the account for an individual Corporate Card issued as part of a corporate program.

**‘Corporate program’** – an agreement between American Express and a company or other organisation for the issuance of Corporate Cards.

**‘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.

**‘non-frequent traveller rewards’** – all rewards provided through the program other than frequent traveller rewards including merchandise, vouchers, Gift Cards, e-Gift Cards, 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 any applicable program annual fee is billed and in respect of which monthly statements are issued which detail the combined points for all linked program accounts (except in the case of a Corporate Card where the program’s annual fee is billed to the Corporate account).

**‘program’** – includes any reference to the American Express Membership Rewards *Choices* program.

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

**‘this agreement’** – these terms and conditions for the Membership Rewards *Choices* program for eligible American Express Corporate 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

- Only Cardmembers who have an American Express Corporate Card (that is, not a co-branded Card, including the American Express Qantas Corporate Card) may participate in the Membership Rewards *Choices* program subject to our approval. No other products offered by American Express are eligible to enrol in the Membership Rewards *Choices* program.
- Enrolment to the Membership Rewards *Choices* program is not automatic and Cardmembers only earn points once they have contacted American Express to request enrolment and pay the applicable enrolment fee.
- Points are not transferable between Membership Rewards *Choices* and any other American Express program or vice versa.
- You cannot pool or combine your points with points accrued by another Cardmember.
- Only individual Cardmembers, not companies, may participate in the program.
- Cardmembers cannot transfer points from an active or cancelled Card to another individual within their Company.

- Cardmembers are not automatically enrolled and eligibility is based on the arrangements of the employer with American Express. Any Cardmembers who elect to enrol are responsible for paying any applicable fees and/or risk points forfeiture if eligibility is subsequently refused or withdrawn.
- Only accounts kept in good standing and which are not overdue are eligible for enrolment and participation in the program.
- The following are not eligible to participate in the program:
  - business travel accounts (corporate central billing account used for air and related expenses), including non-plastic corporate accounts which are billed and paid centrally;
  - corporate purchasing Card accounts;
  - corporate meeting Card accounts; and
  - Corporate Card accounts where the Corporate Cardmember’s employer has elected not to allow Membership Rewards enrolment for their employees.

### 3. Fees

- The relevant annual fee for the Membership Rewards *Choices* program will be automatically billed to your Card 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, unless otherwise agreed.
- Cardmembers who have selected the Debit Points Fee Option agree to the automatic billing of the relevant annual fee for the program, as specified in the schedule of fees, to the Card Account if there are insufficient points accumulated in the program account.

### 4. Points Accrual

- Except for promotional offers and offers relating to applicable American Express foreign exchange products, you will accrue a designated number of points (earn rate) (as notified to you from time to time) for every one Australian dollar spent on goods and services, charged and billed on your account. Subject to these terms and conditions, points are calculated on each purchase of goods or services charged to your Card. 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. We will disregard and not accumulate a fraction of a point.

### 5. Points Accrual – Exclusions

- 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 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;
  - fees and charges incurred for processing and amending applicable American Express foreign exchange products
  - balances transferred from other Credit Card accounts;
  - charges at a merchant that you or any supplementary card member to your account or any third party related to you have any ownership interest in, excluding shares quoted on a recognised stock exchange; 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.
- Points accrued in your program account have no monetary value.

### 6. Points Expiration/Transfer from Accounts Administered Overseas

- 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.
- You may end this agreement at any time by requesting the cancellation of your program. Subject to this agreement and provided your Card Account is open and current, if you cancel your enrolment in the Membership Rewards program, you may redeem any unused points for up to 1 month after the date of cancellation.
- If you, or a nominated representative of your Company, cancels your Card Account with us for any reason, your points expire when the Card is cancelled in accordance with these terms.
- 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, in your monthly primary account statement.

### 8. Redeeming Rewards

- Points may be redeemed for rewards, provided all your accounts with us are kept in good standing and are not overdue.
- All rewards are subject to availability and restrictions may apply.
- Once delivered we are not responsible for any lost or stolen rewards, reward certificates, vouchers or tickets. Claims for undelivered merchandise, Gift Card or voucher rewards must be raised within 28 days post redemption, after this time no claims will be accepted.
- Merchandise, Gift Card, e-Gift Cards or voucher rewards redeemed under the program cannot be exchanged for other rewards and are not refundable, replaceable or transferable for cash or credit. Gift Card, e-Gift Cards or voucher rewards are valid for a period of 3 months from the date of issue, unless otherwise stated.
- Should your reward not be available within the time frame 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 was redeemed by you.

### 9. Redeeming Points for Travel

- 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.
- Subject to the standard booking terms and conditions of the travel partner 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.
- 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.
- Points cannot be redeemed for commercial travel bookings, Australian currency or travel for resale or promotional purposes.
- You are solely responsible for any
  - insurances;
  - airport transfer fees;
  - airport taxes;
  - fuel surcharges, levies; and
  - 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.
- 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.
- Changes are only permitted on travel bookings made by redeeming points, in accordance with this agreement and the standard terms of the applicable travel agent partner program. Changes may be 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.

### 10. Program Account

- If any of your accounts (including accounts for any company or organisation represented by you) is not in good standing, is 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 amount will be forfeited, your privilege to earn points may be removed, and your enrolment in the program may be cancelled.
- If you cancel your Card Account with us or if, for any reason, we cancel the Card Account, any points accrued in the program account will be forfeited and will not be capable of transfer, conversion or redemption. Additionally, Corporate Cardmembers may have their enrolment in the program cancelled by an authorised representative of the company or organisation in whose name the Corporate Card is opened.
- Provided the card account and program account have not been cancelled and such request is made within 3 months of your Card account statement date to which your accrued points relate and you bring your account back 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. 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.

### 11. Our Liability to You

- 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. Where we supply goods or services to you as a consumer as defined in the Competition and Consumers Act 2010 Trade Practices Act 1974 (‘the Act’), then nothing in this clause excludes, restricts or modifies any liability, right or remedy imposed or conferred by the Act. However, to the extent permitted by the Act, our liability is limited (at our option) to supplying the goods or services again or paying the equivalent cost of supplying the goods or services again.

### 12. Changes to These Terms

- 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.
- 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.
- 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.
- 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.
- 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.
- We may make other material changes to these terms and conditions by giving you at least 30 days notice.

### 13. Privacy and Personal Information

- 13.1 The American Express Privacy Policy Statement sets out policies on management of personal information. 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, 12 Shelley Street, GPO Box 240, Sydney NSW 2001.
- 13.2 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, we and our agents may do the following:
- 13.3 Partners. Provide personal information to 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.
- 13.4 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.
- 13.5 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.
- 13.6 Call monitoring. Monitor and record telephone conversations from time to time, including for the purposes of service quality and coaching.

### 14. General

- 14.1. Fraud and abuse relating to the earning of points in the program or redemption of rewards, including transfer of points to participating reward partners, may result in forfeiture of points as well as cancellation of the program account.
- 14.2. 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.
- 14.3. 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.
- 14.4. The program account is not transferable.
- 14.5. Our failure to enforce a particular term or condition does not constitute a waiver of that term or condition by us.
- 14.6. 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.
- 14.7. As a Corporate Cardmember, this agreement is governed by the laws of New South Wales, Australia.
- 14.8. 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.

### 15. Schedule of Fees (AUD inclusive of GST)

Program Account – Annual Fee	
Membership Rewards <i>Choices</i>	\$55 or 8,250 points per year <sup>A</sup>
Points Reinstatement Fee	
By telephone or written request	\$25
Online	\$20

<sup>A</sup>Cardmembers can only use points to pay their annual enrolment fee after Year 1.

### CORPORATE *CHOICES* MEMBERSHIP REWARDS

## TERMS AND CONDITIONS

Effective 5 September 2012, these Terms and Conditions supersede any previous Membership Rewards Terms and Conditions.



MEMBERSHIP  
rewards

American Express Australia Limited

Membership Rewards, GPO Box 240, Sydney NSW 2001

General enquiries 1300 363 276 (8am to 6pm Monday to Friday, 9am to 5pm Saturday and Sunday, AEST)

ABN 92 108 952 085. Australian Credit Licence No. 291313.

© Registered Trademark of American Express Company

[membershiprewards.com.au](http://membershiprewards.com.au)