Terms and Conditions

Membership Rewards® Terms and Conditions for American Express® Cards.

Effective January 2015, this agreement replaces the previous Membership Rewards Terms and Conditions. If you have not already accepted this agreement, you now accept it by using your Card or your Account.

1. Definitions

'our, we, us' – American Express International (NZ), Inc.

'Card and account' – the Card and account for any of the New Zealand dollar personal, business, corporate, charge or credit Cards we issue to you.

'Card Member' – the person in whose name an account is opened and who is responsible for all transactions on the account.

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

'Corporate Card Member' – a Card Member who holds and is authorised to use a Corporate Card.

'Corporate account' – the account for an individual Corporate Card issued as part of a Corporate programme where the company or other organisation has permitted its employees to participate in the programme.

'Corporate programme' – an agreement between American Express and a company or other organisation for the issuance of Corporate Cards.

'earn rate' – means each earn rate for points applicable to a Card that participates in the programme.

'enrolment date' – the date we open the programme account.

'enrolment year' – If your enrolment date was before 1 January 2008, the 12 month period commencing on 1 January each year, otherwise the 12 month period commencing on the enrolment date and each successive 12 month period thereafter.

'linked accounts' – all eligible accounts you hold which are enrolled in the programme and linked to the primary account for the purpose of accruing points. Only accounts billed in the same currency may be linked. Corporate Cards are only eligible to be linked if they are the American Express Corporate Card, and if the primary account and the Corporate account are enrolled in the programme.

'Rapid*Rewards*®' – all rewards provided through the programme other than transfer partner rewards and redeeming points for travel. Rapid*Rewards* include Gift Cards, vouchers, Points for Credit and such other rewards that may be added from time to time.

'points' – the American Express Membership Rewards points.

'primary account' – the account designated by us which is billed any applicable annual fee and in respect of which monthly statements are issued which detail the combined points for all linked accounts (except in the case of a Corporate Card where the programme's annual fee is billed to the Corporate account).

'programme' – the American Express Membership Rewards programme.

'programme account' – the Membership Rewards account(s) opened for a Card Member by American Express for the purpose of accruing points.

'supplementary Card Member' – a person who holds and is authorised to use a supplementary Card (being a Card issued on a Card Member's account).

'transfer partner programme' – the various rewards programmes and/or frequent guest programmes operated by participating airlines and hotels.

'transfer partner rewards' – rewards offered by transfer partner programmes.

'travel agent programme partner' – a travel agent that American Express agrees may provide point of purchase redemption capability to redeem points for travel.

'you, your' – means the Card Member.

2. Eligibility and Enrolment

2.1 All Card Members may participate in the programme subject to our approval.

2.2 Points earned by any supplementary Card Members will automatically accrue to your programme account only. Supplementary Cards cannot be enrolled in the programme separately from your programme account.

2.3 The following are not eligible to participate in the programme: (i) business travel accounts (corporate central billing account used for air

and related expenses), including non-plastic corporate accounts which are billed and paid centrally; (ii) corporate purchasing Card accounts; (iii) corporate meeting Card accounts and (iv) Corporate Card Members whose company or other organisation have not permitted their employees to enrol in the programme.

2.4 Only accounts kept in good standing and which are not overdue are eligible for enrolment and participation in the programme.

2.5 Only individual Card Members, not companies, may participate in the programme. You cannot pool or combine points with points accrued by another Card Member or points earned in other American Express Membership Rewards Accounts.

3. Fees

3.1 The relevant annual fee for your programme, as specified in the schedule of fees, will be automatically billed to your primary account at the beginning of each enrolment year. The fees are non-refundable on cancellation of your participation in the programme or cancellation of your account.

3.2 The current schedule of fees is available at americanexpress.co.nz/termsandconditions

3.3 Corporate Card Members who have selected the debit points fee option agree to the automatic billing of the relevant annual fee for the programme, as specified in the schedule of fees, to the corporate account if there are insufficient points accumulated in the programme account.

4. Points Accrual

4.1 Except for promotional offers, you will accrue your earn rate for every one New Zealand 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

5.1 You will not accrue points for:

(a) charges processed, billed or prepaid prior to the enrolment date;

(b) cash advances, corporate cash, express cash or any other cash services or transactions;

(c) American Express Travellers Cheque and gift cheque purchases;

(d) charges for dishonoured payments;

(e) interest charges – including line of credit charges and American Express Credit Card account finance charges;

(f) fees and charges, including joining fees, annual Card fees and Membership Rewards programme fees;

(g) late payment charges;

(h) charges for the pay portion of a Points + Pay Rapid*Rewards* redemption;

(i) charges in relation to promotional offers which we exclude from points accrual;

(j) amount billed for purchase of points to top-up your points balance;

(k) charges for which we do not receive payment in full for any reason; or

(l) balances transferred from other credit card accounts.

5.2 Adjustments will be made to the points accrued in a programme account if there are any credits posted to a Card account or linked account including those arising from returned goods or services or from billing disputes.

5.3 We reserve the right to change these exclusions at any time, for example – we may offer points on balance transfer amounts as part of specific promotions and subject to any conditions we think fit.

5.4 Points accrued in your programme account have no monetary value.

5.5 Points accrued in your programme account for any given year will only be carried forward on the anniversary of your enrolment date if conditions set out in this agreement have been met.

6. Points Expiration/Transfer from Accounts Administered Overseas

6.1 There is no expiry date for points earned while in the programme so long as you are a Card Member, you are enrolled in the programme and all your accounts with us are kept in good standing and are not overdue.

6.2 Subject to this agreement and provided your primary account is open and current, if you cancel your enrolment in the programme, you may redeem any unused points for up to 30 days after the date of cancellation.

6.3 If you hold a programme account administered by a company related to us in another country, we may impose a conversion rate to transfer points to a programme account administered by us in New Zealand. 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 programme account, including points accrued from any linked accounts, in your monthly primary account statement.

8. Redeeming Rapid*Rewards*

8.1 Points may be redeemed for Rapid*Rewards* provided all your accounts with us are kept in good standing and are not overdue.

8.2 Points may be redeemed for Rapid*Rewards* by any supplementary Card Member and/or other third parties only when we have received prior written authorisation from you.

8.3 You can purchase points for the redemption of any Rapid*Rewards*. 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. Points that are purchased cannot be transferred to a transfer partner programme. Points may only be purchased at the time you redeem a Rapid*Reward* provided the number of points purchased does not exceed 20 per cent of the points required for the redemption.

8.4 All rewards are subject to availability and restrictions may apply.

8.5 The 'Pay' Component of a Rapid*Rewards* redemption will be automatically billed to your American Express Card account and will appear on the first billing statement following redemption.

8.6 Any dispute concerning goods or services received as a reward under the programme shall be settled between you and the merchant and/or supplier of the goods or services. We will bear no responsibility for resolving such disputes, or for the dispute itself.

8.7 We are not responsible for any lost or stolen Gift Cards or vouchers, reward certificates or tickets.

8.8 Gift Cards and voucher Rewards redeemed under the programme cannot be exchanged for other rewards and are not refundable, replaceable or transferable for cash or credit. Gift Card or voucher rewards are valid for a minimum period of 3 months from the date of issue, unless otherwise stated.

8.9 We reserve the right in our sole discretion to cancel, change, suspend or substitute Rapid*Rewards* and/or the conditions relating to such rewards at any time with or without notice. Any provider or supplier of Rapid*Rewards* is subject to change without notice.

9. Redeeming Points for Travel

9.1 You may redeem points for prepaid travel of a nominated value booked through any travel agent programme partner with point of purchase redemption capability or through the Membership Rewards Travel team, provided all your accounts are kept in good standing and are not overdue.

9.2 The travel you redeem using points may be booked for any person.

9.3 Supplementary Card Members and/or other third parties may only redeem points for travel when we have received prior written authorisation from you.

9.4 The number of points required to redeem any particular travel booking is determined by us, is available on request and may change from time to time with or without notice.

9.5 Once points are redeemed for a travel booking, the booking may not be converted back to points and the booking is non-transferable and nonrefundable.

9.6 Points cannot be redeemed for commercial travel bookings, New Zealand currency or travel for resale or promotional purposes.

9.7 When using the Points Plus Payment option you must redeem a minimum of 10,000 points or your total points balance, whichever is lower.

9.8 You are solely responsible for any (i) insurances; (ii) airport transfer fees; (iii) airport taxes; (iv) fuel surcharges, levies; and (v) other service fees and charges relating to any Membership Rewards travel booking through any of our travel agent programme partners. Such fees will be advised at the time of booking. In addition, you may be requested to pay airport taxes on departure.

9.9 All travel bookings made by redeeming points are subject to availability and the terms of this agreement. This agreement prevails over the terms and conditions of any airline, hotel or tour operator connected with any travel bookings.

9.10 Changes may be permitted on travel bookings made by redeeming points, subject to this agreement and the terms and conditions of the applicable travel booked. Changes are subject to the travel agent programme partners' applicable fees and any additional amendment fee as required and advised at time of change by American Express or the travel agent programme partner.

9.11 Travel bookings made by redeeming points may not be eligible for airline rewards partner points, depending on the airline carrier.

9.12 Upon redeeming points for a travel booking, 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 programme.

9.13 Any dispute concerning services received by redeeming points for travel shall be settled between you and the merchant and/or supplier of the services. We will bear no responsibility for resolving such disputes, or for the dispute itself.

9.14 Any travel agent programme partner's participation in points for travel redemptions is subject to change or termination without notice.

10. Redeeming Points for Credit on the Card

You may redeem points for a credit on your account. We may decline a Points for Credit request at our discretion including when any one of your accounts is not in good standing or overdue. The redemption of Points for Credit will be administered solely by us within 3 business days and cannot be reversed. There may be tax implications associated with your participation in the Membership Rewards program. You are advised to check with your accountant or tax advisor for further information. Points for credit is not available for redemption by Corporate accounts and is not redeemable for cash via credit balance refund.

11. Use Points for Your Charges

11.1 American Express will select and display each eligible charge for Use Points for Your Charges ("Eligible Charge") and the points rate required to pay for the Eligible Charge. Each Eligible Charge must:

(a) appear within the first 150 transactions on the Online Statement of the Summary of Accounts page;
(b) be redeemed within 2 months of the charge appearing on your Card Account;
(c) not currently or have previously been disputed; and
(d) not be a fee.

11.2 Subject to these terms and conditions, for each successful transaction with Use Points for Your Charges, Points will be debited from your Membership Rewards account and a credit placed on your Card in relation to the points chosen to be used for the Eligible Charge.

11.3 A minimum of 1,000 Membership Rewards points is required for any Use Points for Your Charges transaction. Any credit to your Card Account cannot exceed the amount of the relevant Eligible Charges. A credit will appear on your statement identified as "Membership Rewards Credit". Points will be debited immediately and the credit will take up to 72 hours to appear online. Credits processed after the Card Account's statement closing date will appear in the following statement. You are still responsible for payment of the amount due on your Card Account by the due date.

11.4 In the case of a credit card, a credit to your Card Account as a result of using Points for your Charges does not constitute a payment to your Card Account and does not satisfy the requirement to pay the minimum payment due. You must still make a separate payment of at least the minimum payment due in accordance with the Card Member Agreement and billing statement.

11.5 Eligible Charges, including the points rate required to pay for the Eligible Charge, may be changed at any time without notice. Use Points for Your Charges transactions can only be completed online and Eligible Charges are displayed in date order. Promotional offers, when available, will be displayed at the top of the page, with all other Eligible Charges in date order thereafter. The ability to Use Points for Your Charges is available only to Basic Card Members enrolled in the New Zealand Membership Rewards programme and is subject to the full Membership Rewards Terms and Conditions. Allied Liquor American Express Gold Business Card Members, Tasman Liquor American Express Gold Business Card Members, Corporate Card Members, Authorised agents, authorised account managers, additional Card Members and Authorised Additional Card Members are not eligible. All Linked Card Accounts must be in good standing.

12. Redeeming Transfer Partner Rewards

12.1 You may redeem points for transfer partner rewards provided all your accounts with us are kept in good standing and not overdue. You may only redeem points into a participating transfer partner programme(s) in your name. Points transferred to a transfer partner programme account in any other name will be returned to your programme account. Once points are redeemed for transfer partner rewards, they may not be converted back to points.

12.2 To redeem points to any transfer partner programme you must be a member of the applicable programme. Enrolment in such programmes is solely your responsibility and fees may apply.

12.3 A minimum number of points must be transferred to a transfer partner programme. Points must be transferred in multiples which enable a whole number of the selected transfer partner programme points to be received. The conversion rate applicable for redeeming points into points in transfer partner programmes varies among those programmes.

A table showing the participating transfer partner programmes, conversion rates and the minimum points transfer for these partners is available at americanexpress.co.nz/rewards

12.4 The transfer of points will be administered solely by us and will be processed as soon as practicable.

12.5 Points transferred to transfer partner programmes are subject to, and Card Members must comply with the terms and conditions of those programmes.

12.6 We assume no responsibility for points redeemed from a programme account into a transfer partner programme or for the actions of any airline and/or hotel in connection with its transfer partner programme or otherwise.

12.7 Any airline's or hotel's participation in the programme is subject to change or termination with or without notice.

12.8 Card travel insurance and benefits do not apply to flights taken or tickets issued using a transfer partner programme unless (i) you have enrolled in a Card travel insurance and benefit programme expressly offering an option for frequent flyer ticket coverage; (ii) all fees relating to the particular programme have been paid; and (iii) you have otherwise complied with the terms and conditions of the particular travel insurance and benefit programme. For Platinum Card members, overseas travel insurance may apply to transfer partner rewards, subject to conditions. Call Platinum Services for details.

12.9 We reserve the right in our sole discretion to change, suspend or substitute transfer partner rewards or their conditions at any time with or without notice.

13. Programme Account

13.1 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 – 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 programme may be cancelled.

Additionally, Corporate Card Members may have their enrolment in the programme cancelled by an authorised representative of the company or organisation in whose name the Corporate Card is opened.

13.2 We reserve the right to withdraw all Card benefits from you and any supplementary Card Member due to the failure of you or the supplementary Card Member to adhere to the conditions applicable to any Card.

13.3 If you cancel your primary account with us or if, for any reason, we cancel the primary account or any linked account, any points accrued in the programme account will be forfeited and will not be capable of transfer, conversion or redemption.

13.4 If you hold more than one account and voluntarily cancel any such account and at least one account remains, any points accrued in the programme in relation to the cancelled Card may be transferred to any remaining programme account in your name.

13.5 Provided the account and programme account have not been cancelled, you may request we reinstate forfeited points. We may refuse or approve such a request, at our discretion. If we approve such a request, a reinstatement fee as set out in the schedule of fees is 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.

14. Privacy and Personal Information

In accordance with the Privacy Act 1993, 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 or enquire generally about privacy matters, write to – The Privacy Officer, American Express International (NZ), Inc., 600 Great South Road, Greenlane, PO Box 4005, Auckland 1140, New Zealand.

In this section 'personal information' means information about you including your financial circumstances and the use and administration of the programme. You agree that, subject to the Privacy Act 1993, we and our agents may do the following:

Partners. Provide personal information to transfer partner reward suppliers, Rapid*Rewards* suppliers, travel agent programme partners, our agents, affiliates and related companies for the purposes of marketing, planning, product development and administration of the programme and seek from and exchange with such organisations personal information about you.

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 0800 656 660 if you wish to have your name removed from our marketing lists.

Our service providers. Transfer personal information confidentially to our related companies and other organisations which issue or service the programme, subject to appropriate conditions of confidentiality. This includes transferring personal information to the United States or other countries for data processing and servicing.

Call monitoring. Monitor and record telephone conversations from time to time, including for the purposes of service quality and coaching.

15. General

15.1 We assume no responsibility for any loss of whatever nature resulting from the redemption of any rewards including transfer partner rewards, points for travel or Rapid*Rewards*.

15.2 We reserve the right to suspend or terminate the programme at any time we deem appropriate. In such a case, we shall give advance written notice to you.

15.3 We reserve the right to change this agreement at any time with or without notice including, but not limited to (i) fees; (ii) points accrual, conversion and redemption rates; (iii) providers or suppliers of any points, transfer partner rewards, Rapid*Rewards* or any product or service obtained through the transfer, conversion or redemption of points.

15.4 Fraud and/or abuse relating to the earning of points in the programme or redemption of rewards, including transfer of points to participating transfer partner programmes, may result in forfeiture of points as well as cancellation of the programme account.

15.5 You are solely responsible for any government tax, duty or other charge imposed by law in any country in respect of the programme, your participation in the programme, any points acquired or redeemed or any other transaction within the programme.

15.6 For business spend on the Card there may be tax implications for you as a result of participating in the programme. You are advised to consult your accountant or tax adviser.

15.7 All questions or disputes regarding eligibility for the programme, the eligibility of points for accrual or redemption of points or rewards including transfer of points to a participating transfer partner

programme, will be resolved by us at our sole discretion. Any such questions or disputes must be brought to our attention and resolved within 12 months. Additionally, any points disputes must be raised and resolved within 12 months from when the points are first credited to or deducted from the programme account.

15.8 The programme account is not transferable.

15.9 Our failure to enforce a particular term or condition does not constitute a waiver of that term or condition by us.

15.10 We may assign our rights under this agreement at any time without your consent.

15.11 This agreement is governed by the laws of New Zealand.

15.12 Points accrued in your programme account are not your property and cannot be transferred to any other person, entity or programme account, whether by operation of law or otherwise.

For Correspondence:

American Express Membership Rewards

PO Box 4005, Auckland 1140

General enquiries: 0800 44 22 08 (8am to 6pm Monday to Friday)

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MR T&C 01/15