



**American Express®
Westpac Altitude Cards Points
Terms & Conditions**

Effective 29 January 2018

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the
potential™

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ALTITUDE POINTS TERMS AND CONDITIONS

If you have not already accepted these Altitude Points Terms and Conditions (“**Terms and Conditions**”), your first use of the Card will indicate your agreement to these Terms and Conditions.

These Terms and Conditions only govern how Altitude Points are earned. How Altitude Points may be redeemed is governed by the Westpac Altitude Rewards Terms and Conditions (as amended by Westpac from time to time). A copy of the Westpac Altitude Rewards Terms and Conditions can be found at altituderewards.com.au. Any reference to Westpac includes its affiliates, third party suppliers and subcontractors.

1. Definitions

Altitude Points or **Points** means rewards points in the Altitude Rewards program.

Altitude Rewards means the rewards program governed by the Altitude Rewards Terms and Conditions, operated by Altitude Rewards Pty Limited (CAN 099 127 376) a wholly owned subsidiary of Westpac.

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

Card means one of:

- American Express® Westpac Altitude Platinum Card, or
- American Express® Westpac Altitude Black Card.

The Card is offered, issued, and administered by American Express and includes any supplementary Card(s) issued on the Card Account.

Card Account means the account for the Card.

Card Conditions of Use means the terms and conditions issued by American Express from time to time in relation to the use of a Card.

Card Member or You/Your means the person in whose name a Card account is opened and who is responsible for repayment of all transactions on the Card account.

Westpac means Westpac Banking Corporation (ABN 33 007 457 141).

2. Eligibility

You must have an Altitude Rewards account to earn and redeem Points. An Altitude Rewards account will be automatically set up after you choose to earn Altitude Points on your Card.

3. Earning Points

- 3.1 Subject to these Terms and Conditions, You will earn a designated number of Points for every one Australian dollar (AUD) spent on goods and services on a Card. For clarity, Points earned on a supplementary Card will be credited to the Card Account for use by the Card Member only.
- 3.2 American Express will notify You of the designated number of Points earned on each category of goods and services from time to time.
- 3.3 Only whole Points are earned. Part Points will be rounded up or down to the nearest whole Point.
- 3.4 You will not earn Points for:
 - (a) cash type purchases on a Card, for example foreign exchange or travellers cheques; or
 - (b) any interest, fees or other charges (including for late payment or dishonoured payments) charged to the Card Account.

- 3.5 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.
- 3.6 When a refund or reimbursement for goods and services purchased on the Card is processed, American Express will reduce the Points earned to reflect the refund or reimbursement.

4. Transfer of Points to Altitude Rewards

- 4.1 Accrued Points will be automatically credited to your Altitude Rewards account on a monthly basis. You should allow 5-10 business days for points to be credited to your Altitude Rewards account following the transfer by American Express.
- 4.2 The Points earned during your monthly Card statement cycle may not all appear on your Altitude Rewards statement for the next month as the transfer occurs approximately 6 days prior to the end of your Card statement cycle. Points for transactions made after the transfer date will appear on your next month's Altitude Rewards statement.

5. General

- 5.1 Once transferred, American Express has no responsibility for Points transferred to the Altitude Rewards program, for the actions of Westpac, or for any loss of whatever nature resulting from the redemption of Points from the Altitude Rewards program.
- 5.2 American Express may change these Terms and Conditions at any time and will provide you with:
 - (a) no prior notice for changes that are not, in American Express' view, material or which add rewards or Bonus Points;
 - (b) 90 days prior notice for any change to the Points earn rates;
 - (c) 90 days prior notice of any suspension or termination of the relationship between American Express and Westpac in relation to your ability to earn Points using your Card, unless required by law in which case no prior notice will be required; or
 - (d) 30 days prior notice of any other change.
- 5.3 If You are in breach of the Card Conditions of Use, Your right to earn Points may be suspended and/or Points not yet transferred may be forfeited at the discretion of American Express.
- 5.4 Fraud and/or abuse relating to Points may, in American Express' discretion, result in forfeiture of the Points not yet transferred.
- 5.5 American Express may at its discretion inform Westpac to suspend or forfeit any Points previously earned from your Card if your Card Account is closed, not in good standing or if You breach the Card Conditions of Use.
- 5.6 Accrued Points have no monetary value, are not Your property and are not transferable, whether by operation of law or otherwise, either to any other person or entity.
- 5.7 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, in American Express' sole determination, 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.
- 5.8 Your rights under this agreement are personal to You and may not be assigned without our written consent.

5.9 You are solely responsible for any government tax, duty or other charge imposed by law in any country in respect of the Altitude Rewards Program. You are advised to consult your accountant or tax advisor to determine if there are any implications from your participation in the program.

5.10. The American Express Privacy Policy Statement sets out policies on management of personal information, including how we share Your or any supplementary card member's personal information. For a copy of the American Express Privacy Policy Statement, please visit our website at <https://www.americanexpress.com/australia>.

5.11 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.

American Express is the credit provider and credit licensee under the national consumer credit laws. Credit provided by American Express Australia Limited (ABN 92 108 952 085) Australian Credit Licence No. 291313. ® Registered Trademark of American Express Company.

QANTAS POINTS TERMS AND CONDITIONS

If you have not already accepted these Qantas Points Terms and Conditions ("**Terms and Conditions**"), your first use of the Card will indicate your agreement to these Terms and Conditions.

These Terms and Conditions only govern how Qantas Points are earned. How Qantas Points may be redeemed is governed by the terms and conditions of the Qantas Frequent Flyer program (as amended from time to time). A copy of the Qantas Frequent Flyer program terms and conditions can be found at qantas.com/terms or call the Qantas Frequent Flyer Service Centre on 13 11 31 for a copy. Any reference to Qantas includes its affiliates, third party suppliers and subcontractors.

1. Definitions

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

Card means one of:

- American Express® Westpac Altitude Platinum Card, or
- American Express® Westpac Altitude Black Card.

The Card is offered, issued, and administered by American Express and includes any supplementary card issued on the Card Account.

Card Account means the account for the Card.

Card Conditions of Use means the terms and conditions issued by American Express from time to time in relation to the use of a Card.

Card Member or You/Your means the person in whose name a Card account is opened and who is responsible for repayment of all transactions on the Card account.

Points or Qantas Points means rewards points in the Qantas Frequent Flyer program.

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

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

Westpac means Westpac Banking Corporation (ABN 33 007 457 141).

2. Eligibility

- 2.1 You must be a member of the Qantas Frequent Flyer program to earn and redeem Qantas Points. Card Members who are not currently members of the Qantas Frequent Flyer program must join the Qantas Frequent Flyer program if they wish to earn Qantas Points. A joining fee may apply. Membership and Qantas 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 You must advise American Express of Your Qantas Frequent Flyer membership number. If American Express has not been notified of Your Qantas Frequent Flyer membership number, American Express is unable to transfer Qantas Points to the Qantas Frequent Flyer account.

3. Earning Points

- 3.1 Subject to these Terms and Conditions, You will earn a designated number of Points for every one Australian dollar (AUD) spent on goods and services on a Card. For clarity, Points earned on a supplementary Card will be credited to the Card Account for use by the Card Member only.
- 3.2 American Express will notify You of the designated number of Points earned on each category of goods and services from time to time.
- 3.3 Only whole Points are earned. Part Points will be rounded up or down to the nearest whole Point.

- 3.4 You will not earn Points for:
- (a) cash type purchases on a Card, for example foreign exchange or travellers cheques; or
 - (b) any interest, fees or other charges (including for late payment or dishonoured payments) charged to the Card Account.
- 3.5 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.
- 3.6 When a refund or reimbursement for goods and services purchased on the Card is processed, American Express will reduce the Points earned to reflect the refund or reimbursement.

4. Transfer of Points to Qantas Frequent Flyer

- 4.1 Accrued Points will be automatically credited to your Qantas Frequent Flyer account on a monthly basis.
- 4.2 The Points earned during your monthly Card statement cycle may not all appear on your Qantas Frequent Flyer statement for the next month as the transfer occurs approximately 6 days prior to the end of your Card statement cycle. Points for transactions made after the transfer date will appear on your next month's Qantas Frequent Flyer statement.

5. General

- 5.1 Once transferred, American Express has no responsibility for Points credited to the Qantas Frequent Flyer program, for the actions of Qantas, or for any loss of whatever nature resulting from the redemption of Points from the Qantas Frequent Flyer program.
- 5.2 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 You as is reasonably practicable.
- 5.3 American Express may change these Terms and Conditions at any time and will provide you with:
- (a) no prior notice for changes that are not, in American Express' view, material or which add rewards or Bonus Points;
 - (b) 90 days prior notice for any change to the Points earn rates;
 - (c) 90 days prior notice of any suspension or termination of the relationship between American Express and Westpac in relation to your ability to earn Points using your Card unless required by law in which case no prior notice will be required.
 - (d) 90 days prior notice of any suspension or termination of the relationship between American Express and Qantas in relation to your ability to earn Points using your Card
 - (e) 30 days prior notice of any other change.
- 5.4 If You are in breach of the Card Conditions of Use, Your right to earn Points may be suspended and/or Points not yet transferred may be forfeited at the discretion of American Express.
- 5.5 Fraud and/or abuse relating to Points may, in American Express' discretion, result in forfeiture of the Points not yet transferred.
- 5.6 Accrued Points have no monetary value, are not Your property and are not transferable, whether by operation of law or otherwise, either to any other person or entity.
- 5.7 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, in American Express' sole determination, 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.

- 5.8 Your rights under this agreement are personal to You and may not be assigned without our written consent.
- 5.9 You are solely responsible for any government tax, duty or other charge imposed by law in any country in respect of the Qantas Frequent Flyer program. You are advised to consult your accountant or tax advisor to determine if there are any implications from your participation in the program.
- 5.10 The American Express Privacy Policy Statement sets out policies on management of personal information, including how we share Your or any supplementary card member's personal information. For a copy of the American Express Privacy Policy Statement, please visit our website at <https://www.americanexpress.com/australia>.
- 5.11 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.

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