

- 4.8 American Express's failure to enforce a particular term or condition does not constitute a waiver of that term or condition by American Express.
- 4.9 Use of the Card and any Supplementary Cards and Card Account is subject to the American Express Credit Card Conditions of Use or American Express Business Card Conditions of Use.
- 4.10 Points are governed by and subject to the terms and conditions of the Velocity Frequent Flyer program.
- 4.11 Assignment
- (a) Transfer by us: American Express may assign any of its rights under these Points Terms and Conditions at any time without the Basic Cardmember's or the Supplementary Cardmember's consent. 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.
- 4.12 If you are a Business Cardmember, this agreement is governed by the laws of New South Wales, Australia. If you are not a Business Cardmember, 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about you held by American Express Australia Limited, and advise if you think it is inaccurate, incomplete or out of date.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 Card. You agree that, subject to the *Privacy Act 1988* (Cth), we and our agents may do the following:

- (i) (Partners) – provide personal information to Velocity, Virgin Australia Airlines Pty Ltd, Virgin Australia International Airlines Pty Ltd, Virgin Australia Airlines (NZ) Ltd, Virgin Australia Airlines (SE Asia) Pty Ltd, Virgin Samoa Limited, its agents, affiliates and related companies for the purposes of our marketing, planning, product development and administration of the American Express Velocity Card and seek from and exchange with such organisations personal information about you, and in the case of Velocity, provide personal information for the purpose of maintaining your Velocity Account;
- (ii) (Our service providers) – transfer personal information confidentially to our related companies and other organisations which issue or service the American Express Velocity Card, subject to appropriate conditions of confidentiality. This includes transferring personal information to the USA or other countries for data processing and servicing; and
- (iii) (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
 American Express Velocity Card program
 GPO Box 240
 Sydney NSW 2001



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 Australian Credit Licence No. 291313

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American Express Velocity Cards

Velocity Points Terms and Conditions

Effective from 02 April 2013

If you have not already accepted these Velocity Points Terms and Conditions, your first use of the Card or Card Account will indicate your agreement to these Points Terms and Conditions.

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1. Definitions

Accrued Points – Points accrued as a result of transactions on the Card and Supplementary Card that have not been transferred to the Basic Cardmember's Velocity Frequent Flyer membership Account.

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

American Express 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.

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

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

Bonus Partner – merchants who enter into an agreement with American Express in relation to the provision of Bonus Points to Basic Cardmembers.

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

Card – means one of:

American Express Velocity Escape Card

American Express Velocity Gold Card

American Express Velocity Platinum Card

American Express Velocity Business Card

offered, issued, and administered by American Express Australia Limited.

Card Account – the account for each of the American Express Velocity Cards outlined above.

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

Points – Velocity Points.

Supplementary Card – an American Express Velocity Card issued to another person at the request of the Basic Cardmember and on the Basic Cardmember's Card Account.

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

Velocity – Velocity Rewards Pty Ltd (ABN 98 116 089 448).

Velocity Frequent Flyer – the frequent flyer program of Virgin Australia operated by Velocity Rewards Pty Ltd on behalf of the Loyalty Trust.

you and your – the Basic Cardmember.

we and our – American Express.

2. Eligibility

- 2.1 The Basic Cardmember must be a member of the Velocity Frequent Flyer program to earn and redeem Points. If you are not already a Velocity member, American Express will request Velocity to create a new membership for you and link this membership to your new American Express Velocity Card Account. Velocity membership and Points are subject to the Terms and Conditions of the Velocity Frequent Flyer program. Please refer to virginaustralia.com/velocity or call the Velocity Membership Contact Centre on 131 875 for a copy. The Terms and Conditions of the Velocity Frequent Flyer program may be amended from time to time.

- 2.2 The Basic Cardmember must advise American Express of his or her Velocity membership number. If American Express has not been notified of the Velocity membership number, Velocity will advise American Express of your existing membership number, or create a new Velocity Account for you in accordance with section 2.1.

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.
- 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) charges for dishonoured cheques;
 - (e) interest charges;
 - (f) annual Card fees;
 - (g) late payment charges; and
 - (h) 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 Basic Cardmember or Supplementary Cardmember obtains a refund or reimbursement for items purchased on the Card or Supplementary 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. In cases where the Points have already been transferred to Velocity, the relevant number of Points will be deducted from future transactions.
- 3.5 Unless otherwise specified, the Basic Cardmember will accrue Bonus Points for every one Australian dollar charged and billed on the Card Account when the Basic Cardmember or Supplementary Cardmember makes a purchase with a Bonus Partner. Bonus Partners may change from time to time. Details of the Bonus Partner offers and the terms and conditions of the offers are available from American Express.
- 3.6 Spend on Supplementary Cards will accrue Points for the Basic Cardmember
- 3.7 Accrued Points are not the property of the Basic Cardmember or Supplementary 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 Basic Cardmember's privilege to earn Points through the use of the Card may be cancelled or Accrued Points may be forfeited. American Express reserves the right to withdraw all Card benefits from the Basic Cardmember and Supplementary Cardmember due to the Basic Cardmember's or the Supplementary Cardmember's failure to adhere to the American Express Credit Card Conditions of Use, or the American Express Business Card Conditions of Use.

- 3.10 If a Basic 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 Velocity 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 your Velocity Account. The total Points earned during your monthly Card statement cycle may not all appear on your Velocity statement for the next month as the transfer occurs approximately six 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 statement.

4. General

- 4.1 Once transferred, American Express assumes no responsibility for Points transferred to your Velocity Frequent Flyer account or for the actions of Velocity in connection with its Velocity 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 Velocity.
- 4.3 Velocity can suspend or terminate the Velocity Frequent Flyer program at any time it deems appropriate in accordance with the terms of the Velocity Frequent Flyer program. In such a case, American Express shall give such advance written notice to Basic Cardmembers as is reasonably practicable.
- 4.4 American Express and Velocity 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 American Express Velocity 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 American Express Velocity 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 Basic Cardmembers of changes to the Points Terms and Conditions and Basic Cardmembers and Supplementary 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 Basic Cardmember is solely responsible for any government tax, duty or other charge imposed by law in any country in respect of the Basic Cardmember's and the Supplementary Cardmember's use of the Card.
- 4.7 All questions or disputes regarding eligibility for Accrued Points or the transfer of Accrued Points to the Velocity Frequent Flyer program will be resolved by American Express at its sole discretion. (Any such question or dispute must be brought to the attention of American Express and be resolved within 12 months. Additionally, any Points dispute must be raised and resolved within 12 months from when the Points are first credited to or deducted from the Velocity Account.)