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AME
EXP

American Express®
Elevate Credit Cards Points
Terms and Conditions

Effective 1 February 2021

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QANTAS POINTS TERMS AND CONDITIONS FOR AMERICAN EXPRESS® ELEVATE CREDIT CARDS

If you have not already accepted these Qantas Points Terms and Conditions for American Express® Elevate Credit Cards ("**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® Elevate Credit Card, or
- American Express® Elevate Premium Credit Card.

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

Card Account means the account for the Card.

Card Conditions of Use means the American Express Credit Card Conditions, Privacy Statement, Credit Guide and Financial Services Guide 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.

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.

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

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 Your 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 eligible purchases using your Card. For clarity, Points earned on an additional Card will be credited to the Card Account for use by the Primary Card Member only.

- 3.2 American Express will notify You of the designated number of Points earned on each category of eligible purchases 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 transferred to your Qantas Frequent Flyer account on a monthly basis, approximately 6 days prior to the end of your Card statement cycle.
- 4.2 The Points earned during your monthly Card statement cycle may not all appear on your Qantas Frequent Flyer statement for the following 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 following 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 and Conditions of the Qantas Frequent Flyer program, available at [qantas.com/terms](https://www.qantas.com/terms). In such a case, American Express shall give 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 Qantas in relation to your ability to earn Points using your Card.
 - (d) 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 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.
- 5.11 The American Express Privacy Policy Statement sets out policies on management of personal information, including how we share Your or any additional Card Member's personal information. For a copy of the American Express Privacy Policy Statement, please visit our website at **americanexpress.com/au/about-us/disclosures/card-member-privacy-statement/**

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VELOCITY POINTS TERMS AND CONDITIONS FOR AMERICAN EXPRESS® ELEVATE CREDIT CARDS

If you have not already accepted these Velocity Points Terms and Conditions for American Express® Elevate Credit Cards ("**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 Velocity Points are earned.

How Velocity Points may be redeemed is governed by the Velocity Frequent Flyer membership terms and conditions (as amended from time to time). A copy of the Velocity Frequent Flyer membership terms and conditions can be found at **velocityfrequentflyer.com** or you can call the Velocity Frequent Flyer Contact Centre on 13 18 75 for a copy. Any reference to Velocity Rewards includes its affiliates, third-party suppliers and subcontractors where the context requires.

1. Definitions

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

Card means one of:

- American Express® Elevate Credit Card, or
- American Express® Elevate Premium Credit Card.

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

Card Account means the account for the Card.

Card Conditions of Use means the American Express Credit Card Conditions, Privacy Statement, Credit Guide and Financial Services Guide 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 Velocity Points means rewards points in the Velocity Frequent Flyer program which may be earned by a Card Member in accordance with these Terms and Conditions and redeemed in accordance with the Velocity Frequent Flyer membership terms and conditions.

Velocity Frequent Flyer means the frequent flyer loyalty program of Virgin Australia (as amended from time to time) operated by Velocity Rewards Pty Ltd on behalf of the Loyalty Trust. Velocity Rewards means Velocity Rewards Pty Ltd (ABN 98 116 089 448).

Virgin Australia means Virgin Australia Airlines Pty Ltd (ABN 36 090 670 965).

2. Eligibility

- 2.1 You must be a member of Velocity Frequent Flyer to earn and redeem Velocity Points. Card Members who are not currently members of Velocity Frequent Flyer must join Velocity Frequent Flyer if they wish to earn Velocity Points. Velocity Frequent Flyer membership and Velocity Points are subject to the Velocity Frequent Flyer membership terms and conditions. Please refer to **velocityfrequentflyer.com** or call the Velocity Frequent Flyer Contact Centre on 13 18 75 for a copy. The Velocity Frequent Flyer membership terms and conditions may be amended from time to time at the discretion of Velocity Rewards.
- 2.2 You must advise American Express of your Velocity Frequent Flyer membership number. If American Express has not been notified of your Velocity Frequent Flyer membership number, American Express is unable to transfer Velocity Points to your Velocity 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, charged on a Card. For clarity, Points earned on an additional Card will be credited to the Card Account for use by the Primary Card Member only.
- 3.2 American Express will notify you of the designated Points earn rate on each category of goods and services from time to time.
- 3.3 Only whole Points are earned on a transaction. Part Points will be rounded up or down to the nearest whole Point in accordance with generally accepted rounding principles.
- 3.4 You will not earn Points for:
 - (a) cash type purchases on a Card, for example, cash advances, foreign exchange or travellers cheques; or
 - (b) any and all 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 to earn Points on the amounts transferred. American Express reserves the right to change this provision at any time and may offer Points earn 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 on a Card to reflect the refund or reimbursement. In cases where the Points have already been transferred to your Velocity Frequent Flyer account, American Express reserves the right to deduct the relevant number of Points from future transactions on the Card Account.

4. Transfer of Points to Velocity Frequent Flyer

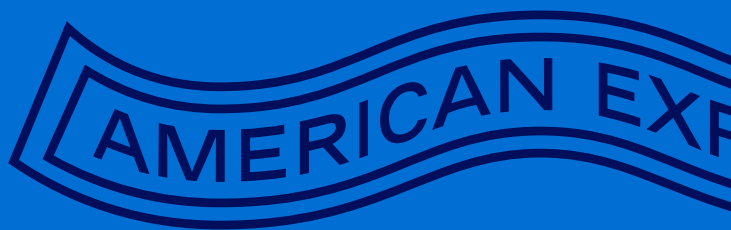
- 4.1 Accrued Points will be automatically credited to your Velocity Frequent Flyer account on a monthly basis.
- 4.2 The Points earned during your monthly Card statement cycle may not all appear on your Velocity Frequent Flyer statement for the following month as the transfer occurs approximately 6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

5. General

- 5.1 Once transferred, American Express has no responsibility for Points credited to your Velocity Frequent Flyer account, for the actions of Velocity Rewards in connection with Velocity Frequent Flyer, or for any loss of whatever nature resulting from the redemption of Points in connection with Velocity Frequent Flyer.
- 5.2 Velocity Rewards can suspend or terminate Velocity Frequent Flyer at any time it deems appropriate in accordance with the Velocity Frequent Flyer membership terms and conditions, available at velocityfrequentflyer.com. In such a case, American Express shall give 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 Velocity Rewards in relation to your ability to earn Points using your Card; or
 - (d) 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 these Terms and Conditions. American Express may also transfer its obligations under these Terms and Conditions 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 these Terms and Conditions are personal to you and may not be assigned without written consent from American Express.
- 5.9 You are solely responsible for any government tax, duty or other charge imposed by law in any country in respect of the Velocity Frequent Flyer program. You are advised to consult your accountant or tax advisor to determine if there are any implications from your participation in Velocity Frequent Flyer.
- 5.10 These Terms and Conditions are 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.
- 5.11 The American Express Privacy Policy Statement sets out policies on management of personal information, including how American Express share your or any additional Card member's personal information. For a copy of the American Express Privacy Policy Statement, please visit our website at **americanexpress.com/au/about-us/disclosures/card-member-privacy-statement/**

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All information correct as at February 2021

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