

**AMERICAN
EXPRESS**

**Qantas
American Express Cards
Qantas Points Terms & Conditions**

EFFECTIVE: 15 AUGUST 2019

**AME
EXI**

The American Express logo, featuring a stylized globe with the words "AMERICAN EXPRESS" written across it.

DON'T *live life* **WITHOUT IT™**



YOUR FIRST USE OF THE CARD OR CARD ACCOUNT WILL INDICATE YOUR AGREEMENT TO THESE QANTAS POINTS TERMS AND CONDITIONS.

1. Definitions

Accrued Points – Qantas Points accrued as a result of transactions on the Card and an Additional Card that have not been transferred to the Basic Card Member's Qantas Frequent Flyer account.

Additional Card – a Qantas American Express Card issued to another person at the request of the Basic Card Member and on the Basic Card Member's Card Account and may previously have been referred to as a Supplementary Card Member.

Additional Card Member – a holder of an Additional Card who is authorised to transact on the Card Account.

American Express – American Express Australia Limited (ABN 92 108 952 085) Australian Credit Licence No. 291313.

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

Basic Card Member – 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.

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

Card – means a Qantas American Express Card offered, issued and administered by American Express, but does not include Qantas American Express business or corporate cards.

Card Account – means the account associated with your credit Card.

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

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

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

Qantas Points – Qantas Frequent Flyer points.

you and **your** – the Basic Card Member.

we and **our** – American Express.

2. Eligibility

- 2.1 The Basic Card Member must be a member of Qantas Frequent Flyer to earn and redeem Qantas Points. Basic Card Members who are not currently members of Qantas Frequent Flyer must enrol in Qantas Frequent Flyer if they wish to earn Qantas Points. A joining fee may apply. Membership and the earning and redemption of Qantas Points are subject to the Qantas Frequent Flyer Terms and Conditions. Please refer to qantas.com/terms or call the Qantas Frequent Flyer Service Centre on 13 11 31 for a copy.
- 2.2 The Basic Card Member must advise American Express of his or her Qantas Frequent Flyer membership number. If American Express has not been notified of the Basic Card Member's Qantas Frequent Flyer membership number, American Express is unable to transfer Qantas Points to your Qantas Frequent Flyer account.

3. Earning Qantas Points

- 3.1 Except for promotional offers and the categories listed in clause 3.2 below, you will accrue a designated number of Qantas 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, Qantas Points are calculated on each purchase of goods or services charged to your Card. Only whole Qantas Points are credited. Accrued Points shall be rounded to the nearest whole Qantas Point in accordance with the generally accepted principles in respect of rounding rules. For details on the number of Qantas Points awarded for each transaction type, please contact American Express using the telephone number printed on the back of your Card.

3.2 Exemptions

No Qantas Points accrue in respect of:

- (a) charges prepaid prior to the first billing statement for that Card Account following the Enrolment Date;
- (b) Cash advance and other cash services or cash equivalents;
- (c) American Express Travellers Cheque and gift cheque purchases;
- (d) charges for dishonoured payments;
- (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 and amount transferred from other card accounts are not eligible for Qantas Points. American Express reserves the right to change this provision at any time and may offer Qantas Points on balance transfers as part of specific promotions and subject to any conditions it thinks fit.
- 3.4 When the Basic Card Member or an Additional Card Member obtains a refund or reimbursement for items purchased on the Card or an Additional 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.
- 3.5 The Basic Card Member will accrue Bonus Points for every one Australian dollar charged and billed on the Card Account when the Basic Card Member or an Additional Card Member makes a purchase with a Bonus Partner. Bonus Partners may change from time to time. Details are available from American Express.
- 3.6 Spend on Additional Cards will accrue Points for the Basic Card Member.
- 3.7 Accrued Points are not the property of the Basic Card Member or an Additional Card Member and are not transferable to any other person or entity or any other Card Account, whether by operation of law or otherwise.
- 3.8 Accrued Points have no monetary value.
- 3.9 If any Card Account is not in good standing, the Basic Card Member's privilege to earn Qantas Points may be cancelled or Accrued Points may be forfeited. American Express reserves the right to withdraw all Card benefits from the Basic Card Member and an Additional Card Member due to the Basic Card Member's or an Additional Card Member's failure to adhere to the American Express Credit Card Conditions.
- 3.10 If a Basic Card Member 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 Qantas Frequent Flyer 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 Qantas Frequent

Flyer account. The total Qantas 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. Any Qantas Points for transactions on your Card Account made after the transfer date will appear on your next month's Qantas Frequent Flyer statement.

4. General

- 4.1 Once transferred, American Express assumes no responsibility for Points transferred to Qantas Frequent Flyer or for the actions of Qantas in connection with Qantas Frequent Flyer or otherwise.
- 4.2 American Express assumes no responsibility for any loss of whatever nature resulting from the redemption of Qantas Points from Qantas Frequent Flyer.
- 4.3 Qantas can suspend or terminate Qantas Frequent Flyer at any time it deems appropriate in accordance with the terms of the Qantas Frequent Flyer terms and conditions, available at qantas.com/terms. In such a case, American Express shall give such advance written notice to Basic Card Members as is reasonably practicable.
- 4.4 American Express and Qantas reserve the right to change these Qantas Points Terms and Conditions at any time including, but not limited to, Qantas Points conversion rates provided that American Express will provide you with:
 - (a) no prior notice for changes that are not material or which add Qantas Points, rewards or Bonus Points;
 - (b) 90 days prior notice for any change to the Qantas Points earn or conversion rates;
 - (c) 90 days prior notice of any termination of the Qantas American Express Card program including the offering of Qantas Points for Cards, unless termination is required by law in which case no prior notice will be required.
 - (d) Reasonable notice of any suspension of the Qantas American Express Card program, including the offering of Qantas Points for Cards, 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 Card Members of changes to these Qantas Points Terms and Conditions and Basic Card Members and Additional Card Members 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 Card Member is solely responsible for any government tax, duty or other charge imposed by law in any country in respect of the Basic Card Member's and the Additional Card Member's use of the Card and any Qantas Points earned.
- 4.7 American Express' failure to enforce a particular term or condition does not constitute a waiver of that term or condition by American Express.
- 4.8 Use of the Card and any Additional Cards and the Card Account is subject to the American Express Credit Card Conditions.
- 4.9 Qantas Points are governed by and subject to the Qantas Frequent Flyer terms and conditions, available at qantas.com/terms.
- 4.10 Assignment
 - (a) Transfer by us American Express may assign any of its rights

under these Qantas Points terms and conditions.

American Express may also transfer its obligations under these terms and conditions to any third party provided it is reasonably satisfied that there will be no detriment to you.

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 these terms and conditions are personal to you and may not be assigned without our written consent.

- 4.11 These Qantas Points 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. 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 our business partners including Qantas, their agents, affiliates and related companies for the purposes of our marketing, planning, product development and administration of the Card and seek from and exchange with such organisations personal information about you.
- (ii) **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.
- (iii) **Our service providers** – transfer personal information confidentially to our related companies and other organisations which issue or service the Qantas American Express Card, subject to appropriate conditions of confidentiality. This includes transferring personal information to the USA or other countries for data processing and servicing.
- (iv) **Call monitoring** – monitor and record your telephone conversations from time to time including for the purposes of service quality and coaching.

For correspondence:

American Express Australia Limited
Qantas American Express Card Program
GPO Box 240, Sydney NSW 2001



American Express is the credit provider and credit licensee under the national consumer credit laws.
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