

M E M B E R S H I P R E W A R D S

TERMS AND CONDITIONS

Terms and Conditions for the Membership Rewards Program
for American Express Consumer Cards

Effective 15 November 2018, this agreement replaces
any previous Membership Rewards Terms and Conditions.
If you have not already accepted this agreement, you accept
it by using your Card or your account.

1. Definitions

'our, we, us' – American Express Australia Limited (ABN 92 108 952 085).

'Card and account' – the Card and account for any of the Australian dollar personal, business, 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.

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

'enrolment year' – the 12-month period commencing on the enrolment date and each successive 12-month period thereafter.

'frequent traveller program' – the various rewards programs and/or frequent guest programs operated by participating airlines and hotels.

'frequent traveller rewards' – rewards offered by frequent traveller programs.

'linked accounts' – all eligible accounts you hold which are enrolled in the program and linked to the primary account for the purpose of accruing points. Only accounts billed in the same currency may be linked.

'non-frequent traveller rewards' – all rewards provided through the program other than frequent traveller rewards including vouchers, gift cards, e-gift cards, Pay with Points, Points for Credit, Select & Pay with points, Points for travel and such other rewards that may be added from time to time.

'points' – the American Express Membership Rewards points you earn.

'primary account' – the account designated by us to which any applicable annual fee is billed and in respect of which monthly statements are issued which detail the combined points for all linked accounts.

'program' – means the American Express Membership Rewards program.

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

'Qantas Direct' – the American Express Qantas Direct program (only available to eligible Card Members).

'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).

'this agreement' – these terms and conditions for the Membership Rewards program for American Express Cards.

'travel agent program partner' – a travel agent that American Express agrees may provide non-frequent traveller rewards.

'you, your' – means the Card Member.

2. Eligibility and Enrolment

- 2.1 All Card Members may participate in the program subject to our approval. Each account can only be linked to and participate in one program account at any one time.
- 2.2 Points cannot be transferred to Qantas Direct.
- 2.3 Points earned by any Supplementary Card Members will automatically accrue to your program account only. Supplementary Cards cannot be enrolled in the program separately from your program account.
- 2.4 You cannot pool or combine your points with points accrued in another program account.
- 2.5 Only accounts kept in good standing and which are not overdue are eligible for enrolment and participation in the program.

3. Fees

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

4. Points Accrual

- 4.1 Subject to these terms, you will accrue a designated number of points (earn rate) (as notified to you from time to time) for every one Australian dollar purchase of goods and services, charged and billed on your account.
- 4.2 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 on each purchase.
- 4.3 We will notify you of the balance of points accrued in your program account, including points accrued from any linked accounts, in your monthly primary account statement.

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 or any other cash services or transactions;
 - (c) interest charges;
 - (d) fees and charges;
 - (e) charges for the pay portion of a Points + Pay Membership Rewards redemption;
 - (f) charges in relation to promotional offers which we exclude from points accrual;
 - (g) charges for which we do not receive payment in full for any reason;
 - (h) balances transferred from other credit card accounts;
 - (i) charges at a merchant that you or any supplementary Card Member to your account or any third party related to you have any ownership interest in, excluding shares quotes on a recognised stock exchange; or
 - (j) any credits that are posted to your primary account or any linked accounts – including those arising from returned goods or services or from billing disputes. Any points accrued in your program account will be reduced to reflect the amount credited.
- 5.2 Points accrued in your program account have no monetary value.

6. Points Expiration

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

7. Points Redemption Generally

- 7.1 Points may only be redeemed provided all your accounts with us are kept in good standing and are not overdue.
- 7.2 For card specific redemption options and redemption rates including any minimum redemption values please login to your account.
- 7.3 Points may be redeemed for rewards by any Supplementary Card Member and/or other third parties only when we have received prior written authorisation from you, except for Select & Pay with points.
- 7.4 Once points have been redeemed, they may not be converted back into points, cash or a credit and are not refundable, replaceable or transferable.
- 7.5 You can purchase points for the redemption of any reward, excluding Points for Travel, Points for Credit and Select & Pay with points rewards, but any points purchased must be redeemed at the time of purchase. 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.
- 7.6 All rewards are subject to availability and restrictions may apply.

8. Redeeming Non-Frequent Traveller Rewards

- 8.1 Once delivered we are not responsible for any lost or stolen rewards, reward certificates, vouchers or tickets. Claims for undelivered Gift Card, e-Gift Cards or voucher rewards must be raised as soon as possible.
- 8.2 Should your non-frequent traveller reward not be available within the timeframe confirmed at time of redemption we may communicate to you an alternate delivery timeframe and/or (at our reasonable discretion) supply an alternative reward of equal or greater value to that which you redeemed.

9. Redeeming Points for Travel

- 9.1 You may redeem points for prepaid travel of a nominated value booked through any travel agent program partner with point-of-purchase redemption capability or through American Express Travel Online.
- 9.2 Points cannot be redeemed for commercial travel bookings, Australian currency or travel for resale or promotional purposes.
- 9.3 You are solely responsible for any (i) insurances; (ii) airport transfer fees; (iii) airport taxes; (iv) fuel surcharges and levies; and (v) other service fees and charges relating to any Membership Rewards travel booking through any of our travel agent program partners. Such fees will be advised at the time of booking. In addition, you may be requested to pay airport taxes on departure.
- 9.4 All travel bookings made by redeeming points are subject to availability and the terms of this agreement. The availability of redeeming points for travel will also depend on whether those particular rewards are included in the program selected by you. This agreement prevails over the terms and conditions of any airline, hotel or tour operator connected with any travel bookings.
- 9.5 Changes are only permitted on travel bookings made by redeeming points in accordance with this agreement and the standard terms of the applicable travel agent partner program. Changes may be subject to the travel agent program partner's applicable fees and any additional amendment fee as required and advised at time of change by American Express Travel Online or the travel agent program partner.
- 9.6 Travel bookings made by redeeming points may not be eligible for airline rewards partner points, depending on the airline carrier.

10. Redeeming Points for Credit

The redemption of Points for Credit will be administered by us within three business days and cannot be reversed.

11. Redeeming Select & Pay with points

- 11.1 American Express will select and display each eligible charge for Select & Pay with points ("Eligible Charge") and the points rate required to pay for the Eligible Charge. Each Eligible Charge must: (a) appear within 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 Select & Pay with points, 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 Select & Pay with point's 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 Eligible Charges, including the Points rate required to pay for the Eligible Charge, may be changed at any time without notice. Select & Pay with points transactions can only be completed online.

12. Redeeming Pay with Points

You may use points to make purchases at certain retailers listed on our website. You need to indicate at the time of purchase that you wish to Pay with Points. Individual retailers provide specific delivery and refund policies. Refund policies for Pay with Points retail partners are subject to the terms and conditions of the retail partner. The retailers' conditions and refund policies may be amended by the retailers from time to time.

13. Redeeming Frequent Traveller Rewards

- 13.1 To redeem points to any frequent traveller program you must be a member of the applicable program. Enrolment in such programs is solely your responsibility and fees may apply.
- 13.2 You may only redeem points into a participating frequent traveller program(s) in your name. Points transferred to a frequent traveler program account in any other name will be returned to your program account.
- 13.3 Points transferred to frequent traveller programs are subject to, and Card Members must comply with, the Terms and Conditions of those programs.
- 13.4 Whilst we will endeavour to process requests to transfer points to frequent traveller rewards promptly, we have no control over and assume no responsibility for the speed at which frequent traveller rewards are credited on the systems of the relevant frequent traveller program.
- 13.5 Card travel insurance and benefits do not apply to flights taken or tickets issued using a frequent traveller program unless (i) you have enrolled in a Card travel insurance and benefit program expressly offering an option for frequent flyer ticket coverage; (ii) all fees relating to the particular program have been paid; and (iii) you have otherwise complied with the terms and conditions of the particular travel insurance and benefit program. For Platinum Card members, overseas travel insurance may apply to frequent traveller rewards, subject to conditions. Call Platinum Services for details.

14. Program Account

- 14.1 You may end this agreement at any time by requesting the cancellation of your program. Subject to this agreement and provided your primary account is open and current, if you cancel your enrolment in the program, you may redeem any unused points for up to one month after the date of cancellation.
- 14.2 If any of your accounts are not in good standing, are 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 program may be cancelled.
- 14.3 Unless clause 14.4 applies, 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 program account will be forfeited and will not be capable of transfer, conversion or redemption.
- 14.4 If you hold more than one account and voluntarily cancel any such account and at least one account remains open, we may allow points accrued to be linked to the open account.
- 14.5 If we have forfeited points under clause 14.2, provided your linked accounts and program account have not been cancelled and such request is made within three months of your Card account statement date to which the overdue payment relates and you bring your relevant account into good standing, you may request we reinstate forfeited points. If you so request, a reinstatement fee as set out in the schedule of fees shall be payable. Once your account is cancelled or three months has elapsed since the original

statement date to which your accrued points relate, then any such forfeited points cannot be reinstated.

- 14.6 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.
- 14.7 If you hold an American Express Membership Rewards account administered by a company related to us in another country, we may impose a conversion rate to transfer points to a program account administered by us in Australia. This conversion rate will be advised to you at the time of your transfer request.

15. Our Liability to you

- 15.1 To the fullest extent of the law we make no warranties or representations, either expressed or implied, and expressly disclaim any and all liabilities (including for consequential damages) with respect to type, quality, standard, fitness or suitability for any purpose of rewards provided under the program. Warranty claims should be directed to the manufacturer or service provider in accordance with their warranty information (if applicable) and we will provide you with such proof of purchase information as reasonably available to allow you to pursue such claims. Where we supply goods or services to you as a consumer as defined in the Competition and Consumer Act 2010 ('the Act'), then nothing in this clause excludes, restricts or modifies any liability, right or remedy imposed or conferred by the Act. However, to the extent permitted by the Act, our liability is limited (at our option) to supplying the goods or services again or paying the equivalent cost of supplying the goods or services again.
- 15.2 Where points are used for travel bookings with an American Express partner you acknowledge that such travel bookings are supplied by third parties and not American Express. Upon redeeming points for a travel booking with an American Express travel partner, 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 program. We will bear no responsibility for resolving any dispute between you and the travel partner.
- 15.3 Where points are used for travel bookings with American Express Travel & Lifestyle Services we act as agent for the supplier or service provider (such as an airline) in booking or arranging all transport, sightseeing, hotel accommodation and other travel-related services for you. We do not own, manage, control or operate any supplier of services, and all coupons, receipts and tickets that you are issued with will be subject to the terms and conditions specified by the supplier of that coupon, receipt or ticket. By accepting the coupons and tickets and utilising the services, you agree that we shall not be liable for any loss, injury or damages to you or your belongings or in connection with any accommodation, transport or other services or resulting directly or indirectly from occurrences beyond our control, including breakdown in equipment, strikes, theft, delay or cancellation or change in itinerary or schedule, etc. Also remember that travel documents, if necessary, and compliance with customs regulations, if applicable, are your responsibility.
- 15.4 Once we have transferred points following your instructions we assume no responsibility for points redeemed from a program account into a frequent traveller program or for the actions of any airline and/or hotel in connection with its frequent traveller program or otherwise.

16. Changes to these Terms

- 16.1 We may add reward partners and reward benefits and make non-material changes to these terms at any time without giving prior notice to you.
- 16.2 We may vary the number of points required to purchase a specific reward at any time without giving you prior notice. However, we will give you at least 60 days' notice if we choose to significantly increase the number of points required to redeem rewards as a whole unless this increase is as a result of an increase in the cost to us in providing such rewards.

- 16.3 We may remove rewards which we believe are not material to the program without prior notice. This may include the removal of certain rewards partners and/or the removal of certain reward products supplied by those partners. For rewards and reward partners which we do consider material to the program we may remove such rewards on giving you no less 90 days prior notice provided that we shall not be obliged to give you notice if the removal was required by law.
- 16.4 We may suspend the program on giving you reasonable notice unless required to do so by law or to protect our systems in which case we shall not be required to give you notice. We may terminate the program at any time provided we give you 90 days prior notice unless we are required by law to terminate the program in which case we shall not be required to give you prior notice.
- 16.5 We may change the fees payable under the program or the standard point's accrual rates applicable to the Card on giving you 90 days prior written notice.
- 16.6 We may make other material changes to these terms and conditions by giving you at least 30 days' notice.

17. Privacy and Personal Information

The American Express Privacy Policy Statement sets out policies on management of personal information and can be found at amex.com.au. In accordance with the *Privacy Act*, 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, 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 your financial circumstances and the use and administration of the program. You agree that, subject to the *Privacy Act 1988*(Cth), we and our agents may do the following:

Partners. Provide personal information to frequent traveller reward suppliers, nonfrequent traveller reward suppliers, our agents, affiliates and related companies for the purposes of marketing, planning, product development and administration of the program 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 1300 132 639 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 program, 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.

18. General

- 18.1 Fraud, abuse or gaming relating to the earning of points in the program or redemption of rewards, including transfer of points to participating frequent traveller programs, may result in forfeiture of points as well as cancellation of the program account or Card.
- 18.2 You are solely responsible for any government tax, duty or other charge imposed by law in any country in respect of the program, your participation in the program, any points acquired or redeemed or any other transaction within the program.
- 18.3 Our failure to enforce a particular term or condition does not constitute a waiver of that term or condition by us.

18.4 Assignment

(a) Transfer by us.

We may assign any of our rights under this agreement. We may also transfer our obligations under this agreement to any third party provided we are reasonably satisfied that there will be no detriment to you in the transfer. You agree that we may disclose any information or documents we consider necessary to help us 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.

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

18.6 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.

Schedule of Fees (AUD inclusive of GST)
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Program Account – Annual Fee	
Membership Rewards	\$80 per year unless notified otherwise by us
Other Fees	
Fee for purchasing points	\$25 per 1,000 points
Points Reinstatement Fee	
Reinstatement by telephone or by written request	\$25
Reinstatement online	\$20

American Express Australia Limited

Membership Rewards, GPO Box 240, Sydney NSW 2001

General enquiries 1300 363 276 (8am to 6pm Monday to Friday, 9am to 5pm Saturday and Sunday, AEST)

Credit provided by American Express Australia Limited (ABN 92 108 952 085)

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