ANZ QANTAS BUSINESS REWARDS TERMS AND CONDITIONS



1 DEFINITIONS

'ANZ', 'we', 'us', or 'our' means Australia and New Zealand Banking Group Limited ABN 11 005 357 522.

'ANZ Qantas Business Rewards Terms and Conditions' or 'these terms and conditions' means the terms and conditions set out in this document.

'Account' means an ANZ Qantas Business Rewards credit card account held by the Principal governed in accordance with the ANZ Commercial Card (ANZ Business One) Terms and Conditions.

'AFT' means an Account Funding Transaction initiated by a Visa Direct enabled merchant or other person to debit an ANZ Credit Card to transfer funds to a further nominated account or digital wallet.

'Bonus Partner' means Qantas and any other person or business who ANZ advises has agreed to provide Bonus Points to Principals from time to time.

'Bonus Points' means the extra Points that are earned in respect of spend on qualifying goods and services from any Bonus Partners in addition to the standard Points earned for spend on your Account.

'BPAY' means BPAY Pty Ltd (ABN 69 079 137 518).

'Card' means an ANZ Qantas Business Rewards Card, or any other card as may be notified to the Principal as being a card for the purposes of these terms and conditions.

'Cardholder' means a person to whom an ANZ Qantas Business Rewards Card is issued in accordance with the ANZ Commercial Card (ANZ Business One) Terms and Conditions.

'Cash Equivalent Transaction' means transfers of funds to or from other financial institutions, foreign exchange transactions, travellers cheque purchases, gambling transactions, utility bills paid in person at a bank or Australia Post or any bills paid using the Card in conjunction with the BPAY scheme (if the billing merchant does not accept credit card payment using the BPAY scheme) and any other transaction that is treated as a cash advance.

'Government Charge(s)' means payment for goods, services, charges and/or levies made to a local, state, or federal government or statutory authorities or related agencies (and includes Australian and overseas governments) but excludes any kind of fines and penalties, bail and bond payments.

'Point' means a Qantas Point added to or subtracted from a Points Record in accordance with these terms and conditions.

'Points Record' means a record established by ANZ in the name of a Principal for the purpose of calculating the Principal's Points entitlements.

'Points Summary' means a report issued to a Principal either as part of their regular credit card statement of account or separately, detailing the Points Record for a given period, in accordance with these terms and conditions.

'Principal' means the entity who has been offered an ANZ Qantas Business Rewards Account and in whose name the Account is opened and to whom the Points will be allocated.

'Qantas' means Qantas Airways Limited (ABN 16 009 661 901) or any of its agents or contractors from time to time.

'Qantas Business Rewards Program' means the loyalty program offered by Qantas operated by or on behalf of Qantas.

'Qantas Business Rewards Terms and Conditions' means Qantas's terms and conditions which apply to the Qantas Business Rewards Program.

'Qantas Point' means the points earned pursuant to the Qantas Business Rewards Program on eligible purchases in accordance with clause 4 and includes Bonus Qantas Points.

'**Refund'** means a refund or reimbursement for purchases previously charged to an Account, including but not limited to adjustments to the Account balance arising from returned goods.

'Taxation Payments' means payments made to the Australian Taxation Office or other taxation payments or duties (including overseas taxation payments).

'You' means the Principal and "Your" has a corresponding meaning.

Other expressions used in these terms and conditions which are not defined here have the same meaning as in the ANZ Commercial Card (ANZ Business One) Terms and Conditions which are provided to the Principal on opening a Card account. The ANZ Commercial Card (ANZ Business One) Terms and Conditions are available on <u>anz.com</u>.

2 TERMS AND CONDITIONS

- 2.1 These terms and conditions set out how Points can be earnt using an ANZ Qantas Business Rewards Card and apply to the Principal and all Cardholders.
- 2.2 Use of the Cards and the Account is governed by the ANZ Commercial Card (ANZ Business One) Terms and Conditions.
- 2.3 You (and any Cardholders) will be bound by these terms and conditions and any terms and conditions set out on <u>anz.com</u> when you accept your credit card contract.
- 2.4 Membership of the Qantas Business Rewards Program and the use of Points is subject to the terms and conditions of the Qantas Business Rewards Program. You should read the Qantas Business Rewards Terms and Conditions along with these terms and conditions.
- 2.5 You may request further details about the Qantas Business Rewards Program by calling 137478 or refer to <u>qantas.com/qbr/terms</u>.

3 GETTING STARTED

- 3.1 You must be an active member of the Qantas Business Rewards Program to earn and redeem Points. If you are not already a member of the Qantas Business Rewards Program, you must separately apply for membership. ANZ is only able to allocate Points where the name of the Principal and ABN matches the name and ABN in which the Qantas Business Rewards membership is held. A one-off joining fee usually applies, however this will be waived for any business that takes out an ANZ Qantas Business Rewards Card and joins the Qantas Business Rewards Program via the card application process or via <u>qantas.com/anzqbr</u>.
- 3.2 You will need to ensure that ANZ has your Qantas Business Rewards membership number (your ABN) so that Points can be credited to your Qantas Business Rewards membership.

4 EARNING POINTS

- 4.1 ANZ will notify you of the number of Points you could earn per dollar spent on eligible purchases, and any earn rate bands applicable to Your Account, at the time of opening Your Account.
- 4.2 Points are earned at the applicable earn rate for each dollar spent on eligible purchases using a Card attached to Your Account. Points may be earnt at a different rate in respect of Government Charges and Taxation Payments. Refer to anz.com for the current earn rate bands and number of Points you currently earn per dollar spent on eligible purchases.
- 4.3 The ANZ Qantas Business Rewards Card has banded Points earn rates. This means that different earn rates may apply depending on the cumulative dollar value of purchases made during the current statement period. For example, the earn rate available on purchases made once your total purchases during a statement period exceed \$15,001 may be different from the earn rate available on the first \$15,001 of purchases made during a statement period. The cumulative dollar value of purchases will reset at the start of each statement period. Refer to anz.com for details.
- 4.4 ANZ reserves the right to amend the number of Points you could earn per dollar spent or amend any earn rate bands which apply to your Account in accordance with these terms and conditions.
- 4.5 ANZ and Qantas may establish additional means of earning and accruing Points.
- 4.6 Points may also be earned in relation to promotions and incentives offered by Qantas, ANZ or any other Bonus Partners from time to time.
- 4.7 Points earned on transactions carried out in a currency other than Australian dollars will be calculated on the Australian dollar value of that transaction.
- 4.8 All Points earned on eligible Card spend will be awarded to the Principal. Points will not be awarded to individual Cardholders.
- 4.9 Neither Cards nor Points may be sold or transferred in any way.

5 CREDITING POINTS TO YOUR QANTAS BUSINESS REWARDS MEMBERSHIP

- 5.1 Points earned by using a Card are credited to your Qantas Business Rewards membership after each statement period. Only whole Points are credited. Portions of Points are carried over until they can be credited as whole Points.
- 5.2 Points will accrue approximately monthly based on the Account statement period.
- 5.3 The number of Points earned in a given period appears on a Principal's Points Record for that period and may include Points that have not been credited to a Qantas Business Rewards membership.
- 5.4 Requests for missing Points must be notified to ANZ within 90 days after the relevant transaction has appeared on the Principal's statement of account. Your request will be investigated by ANZ. ANZ will notify you of the outcome of its investigation.
- 5.5 Points that are available to be redeemed appear in a Principal's Qantas Business Rewards membership.
- 5.6 Neither Qantas nor ANZ will be responsible for correspondence lost or delayed in the mail. Any Points Summary or notice will be deemed to have been given to the Principal if posted to the Principal's mailing address.

6 REDEEMING POINTS IN THE QANTAS BUSINESS REWARDS PROGRAM

- 6.1 Points can be redeemed for various rewards available under the Qantas Business Rewards Terms and Conditions. For further information, please see the Qantas Business Rewards Term and Conditions or please visit <u>gantas.com/qbr/terms</u>.
- 6.2 ANZ makes no representation regarding the merits of redeeming Points in the Qantas Business Rewards Program and is not liable if, once you redeem the Points, you are unable to use the relevant Points as you expected. ANZ is not responsible for resolving any dispute with Qantas regarding the use of Points under the Qantas Business Rewards Program.

7 BONUS POINTS

- 7.1 You will earn Bonus Points as a result of a Card being used to purchase qualifying goods or services from a Bonus Partner.
- 7.2 You will earn Bonus Points for every dollar charged to a Card when a Card is used to purchase the following selected Qantas products and services directly from Qantas: Qantas Passenger flights (with a QF flight number), Qantas Business Rewards and Qantas Club membership joining and annual fees. Bonus Points are not earned on expenditure relating to Qantas Freight, Qantas Holidays Limited, Qantas Business Travel PTY Limited, Qantas Staff Travel, Jetset Travelworld, the Jetstar Group of Companies or goods and services supplied by Qantas Business Rewards Program partners unless otherwise notified.
- 7.3 Bonus Partners may change from time to time. ANZ is not responsible for the acts or omissions of any Bonus Partners or their ongoing participation in the Qantas Business Rewards Program. This includes any decision by Bonus Partners to change the goods or services which are qualifying goods or services or the number of Bonus Points that you will receive as a result of acquiring those goods or services.
- 7.4 Details of Bonus Partners and the earn rate associated with Bonus Points is as set out on <u>anz.com</u>.

8 WHEN YOU WILL NOT EARN POINTS

- 8.1 Points will not be earnt on some transactions as they are not considered to be eligible purchases. These transactions are:
 - (a) any transactions made using BPAY.
 - (b) cash advances (as defined in the ANZ Commercial Card (ANZ Business One) Terms and Conditions), Cash Equivalent Transactions and AFTs.
 - (c) bank fees, bank charges and interest charges.
 - (d) fines and penalties levied by local, state, or federal government or statutory authorities or related agencies (and includes Australian and overseas governments), bail and bond payments.

- (e) Account adjustments resulting from disputed transactions or otherwise.
- (f) any transactions made while the Account or a Card is suspended, or the Account is in arrears or default.
- (g) any unauthorised purchases for which you are not liable, and any transactions made fraudulently.
- (h) transactions which are identified to ANZ by the relevant merchant or any intermediary financial institution as falling into one of the above categories.
- 8.2 Pursuant to the ANZ Commercial Card (ANZ Business One) Terms and Conditions ANZ can suspend or cancel any Card on your Account or block or close the Account itself in certain circumstances including, for example, if ANZ suspects on reasonable grounds that a Card or the Account has been operated fraudulently or if an event of default has occurred. If ANZ suspends or cancels a Card, Points will not be earned in respect of transactions on that Card. If ANZ blocks or closes the Account, then Points cannot be earned on transactions made with any Card linked to that Account.
- 8.3 ANZ is only able to determine whether a transaction is eligible to earn Points, or the number of Points a transaction may attract, based on information (including the type of business conducted by the merchant) provided by the merchant and the relevant intermediary financial institution (i.e., the financial institution with which the merchant has entered into an agreement, enabling the merchant to accept payment for goods and services by credit card). Accordingly, certain transactions made with certain merchants may be treated as ineligible to earn Points under these Qantas Business Rewards Terms and Conditions, or as eligible for a higher or lower number of Points per dollar spent, even though such transactions do not fall within the advised categories of transactions. The most common types of merchant outlet where this may occur are newsagencies and merchants that sell lottery tickets or other gambling/ gaming products. This may also occur where a merchant otherwise identifies a transaction as a cash advance

9 WHEN POINTS WILL NOT BE CREDITED, OR YOUR POINTS RECORD WILL BE ADJUSTED

- 9.1 ANZ reserves the right not to credit Points to a Points Record and to cancel Points in a Points Record if:
 - (a) You die or the Principal is, or is likely to be, insolvent.
 - (b) You or the Principal were never eligible for the Qantas Business Rewards Program.
 - (c) Pursuant to the ANZ Commercial Card (ANZ Business One) Terms and Conditions ANZ blocks or closes the Account (which may occur, for example, if ANZ suspects on reasonable grounds that a Card or the Account has been operated fraudulently or if an event of default has occurred). If ANZ blocks or closes the Account, then Points will not be credited and may be cancelled in respect of transactions made with any Card linked to that Account.
- 9.2 We will adjust the Points in a Points Record in the following circumstances:
 - (a) When the Principal obtains a Refund, or a chargeback is made to the Account.
 - (b) There have been unauthorised purchases for which you are not liable, and any transactions made fraudulently.
 - (c) If any Points were incorrectly allocated to your Points Record. When this happens, the Points Record will be reduced by the Points value of the credit amount or adjustment. If there are insufficient Points available, then the Points Record will be adjusted progressively by not crediting Points earned in subsequent periods until the value of the Points that should not have been credited to the Qantas Business Rewards membership have been recouped. The Points value will be calculated by reference to the rate at which Points were being earned at the time the adjustment is processed by ANZ.
- 9.3 There will be no compensation for Points which are cancelled.

10 CHANGES TO THESE TERMS AND CONDITIONS.

10.1 ANZ may change these terms and conditions as follows:

Type of Change	Notice we will give you
Change in the way you earn Points, including a change to existing ways or the introduction of new ways of earning Points	At any time without prior notice if the change is not unfavourable to You. We will make current information about the way to earn Points using the ANZ Qantas Business Rewards Card available on anz.com.
	If the change is unfavourable to You, we will give you at least 30 days' notice in writing.
Change in the Points earn rate per dollar spent or earn rate bands	At any time without prior notice if the change is not unfavourable to You. We will make current information about the way to earn Points using the ANZ Qantas Business Rewards Card available on anz.com.
	lf the change is unfavourable to You, we will give you at least 30 days' notice in writing.
Other changes to these ANZ Qantas Business Rewards Terms and Conditions	We will give you at least 30 days' notice in writing.

- 10.2 We will send you any notices or information required under these terms and conditions in the ways as set out in the ANZ Commercial Card (ANZ Business One) Terms and Conditions.
- 10.3 Please note that Qantas may make changes to the Qantas Business Rewards Program in accordance with the Qantas Business Rewards Terms and Conditions.

11 TERMINATION

- 11.1 ANZ may terminate these ANZ Qantas Business Rewards Terms and conditions at any time. If this occurs, Points will continue to be awarded in accordance with these terms and conditions in relation to transactions occurring and posted to Your Account prior to the date of termination, provided that ANZ receives notice of the transaction and the Principal's Qantas Business Rewards membership number within 90 days after the date of closure. No Points will be awarded in relation to transactions notified to ANZ after that date.
- 11.2 If ANZ or the Principal closes the Account, Points will continue to be awarded under these terms and conditions in relation to transactions that occur and are posted to Your Account prior to the date of closure, provided that ANZ receives notice of the transaction and the Principal's Qantas Business Rewards membership number within 30 days after the date of closure. No Points will be awarded in relation to transactions notified to ANZ after that date. If ANZ does not receive the Principal's Qantas Business Rewards membership number within 60 days after the date of closure, the Points in the Points Record as at that date will be cancelled and may not be credited to the Principal's Qantas Business Rewards membership.

12 DISPUTE RESOLUTION

- 12.1 We will seek to resolve all questions or disputes including any questions regarding eligibility for Points.
- 12.2 Your request will be investigated by ANZ. ANZ will notify you of the outcome of its investigation.
- 12.3 All enquiries regarding Points Records must be made within 90 days of the date of the statement of account. Otherwise, any questions or disputes must be brought to our attention within 12 months of the incident first giving rise to the question or dispute.
- 12.4 If you are not satisfied with our response to your question or dispute, you may access our complaints handling procedure, which is set out in the ANZ Commercial Card (ANZ Business One) Terms and Conditions.

13 TAX INFORMATION

- 13.1 Any tax liability (including, but not limited to, Australian income tax, fringe benefits tax, goods and services tax, payroll tax and stamp duty), other duties, other government charge or reporting requirement in connection with these ANZ Qantas Business Rewards Terms and Conditions or on any benefit derived by You or the Principal from the use of an Account or Card or the receipt of Points is the responsibility of You or the Principal. We recommend that You seek independent tax advice about the tax consequences (including any fringe benefits tax, goods and services tax, income tax or reporting requirement) arising from the use of this Account or Card, or from participating in the Qantas Business Rewards Program.
- 13.2 The Australian Securities and Investments Commission have granted relief from certain provisions of the Corporations Act 2001 relating to managed investments and non-cash payment facilities. The relief granted means that ANZ Qantas Business Rewards is not required to be registered as a managed investment scheme or treated as a non-cash payment facility and the licensing, financial services disclosure and product disclosure provisions do not apply to ANZ Qantas Business Rewards.

14 PRIVACY AND PERSONAL INFORMATION

- 14.1 ANZ Commercial Card (ANZ Business One) Terms and Conditions and ANZ's Privacy Policy contain information about the information that ANZ collects about You (personal information) during the course of Your relationship with ANZ. Qantas and ANZ may also collect information about:
 - (a) transactions or events resulting in Points being credited or debited in your Points Record.
 - (b) the number of Points being credited or debited.
 - (c) the number of Points accumulated by You; and
 - (d) any information relating to the Card(s), Account, transactions on the Card account or related terms and conditions that You disclose to Qantas or ANZ.

- 14.2 Qantas and ANZ collect this information for the following purposes:
 - (a) to administer the Card(s), Account and these terms and conditions.
 - (b) to provide, perform or arrange for the provision or performance of services relating to the Card(s), Account and these terms and conditions including enabling you to access loyalty partner products or services; and
 - (c) to plan, research and for the promotion and marketing (whether targeted, direct, or indirect) of goods, services and products of Qantas and ANZ and any other Bonus Partner.

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