

Program Terms and Conditions

American Express® Corporate Membership Rewards Program Terms and Conditions (“Agreement”)

These Corporate Membership Rewards program Terms and Conditions are an extension of the American Express Global Corporate Payment Agreement entered into by and between you, the Client and us, American Express. You may participate in the Corporate Membership Rewards program only after being approved by American Express. This Agreement sets out the terms and conditions under which American Express Australia Limited will provide a Corporate Membership Rewards program for corporate entities in Australia.

AGREED TERMS

1. Definitions

“**American Express**”, “**we**”, “**our**” and “**us**” means American Express Australia Limited, a Company registered in Australia (ABN 92 108 952 085) with its registered office at 12 Shelley Street, Sydney NSW, 2000.

“**American Express Cardmember**” or “**Cardmember**” means the individual named on the Card.

“**American Express Global Corporate Payments Agreement**” means the agreement entered into between American Express and the Company for the Company to use American Express Corporate Cards.

“**Anniversary Date**” means the anniversary date of enrolment of the Company.

“**Authorised Third Party**” means the individual named on the Program Authorisation Form and is nominated by the appointed Corporate Membership Rewards Program Administrator acting on behalf of the Company to carry out certain duties on the Program Account as determined by American Express.

“**Card(s)**” means the American Express Corporate Platinum, Gold and Green Card(s) issued under the Agreement.

“**Card Account**” means an account established by us for a Cardmember for the purpose of recording charges and operating a Card.

“**Company**”, “**you**” or “**your**” means the Company, firm or business entity that is party to the Agreement and has completed an application for participation in the Corporate Membership Rewards Program.

“**Company Account**” means the ledger established by us to record the Company’s and our respective payment obligations to each other under the Corporate Card Service terms and conditions, including without limitation, obligations of the Company to pay charges on Card Accounts and obligations of Company to pay us for fees, costs and other amounts due to us pursuant to our provision of the Corporate Card Service. Company Account is distinct from Card Accounts and cannot be used for the execution of Card transactions.

“**Corporate Membership Rewards Card Fee**” or “**Program Fee**” is the annual fee charged per card for participation in Corporate Membership Rewards.

“**Corporate Membership Rewards Program Administrator**” is an employee, who is a current Cardmember that the Company has designated to be solely responsible for the management of the Program Account.

“**Corporate Membership Rewards Program Administrator Card**” is the Card held by the Corporate Membership Rewards Program Administrator.

“**Corporate Membership Rewards Program**”, “**Corporate Membership Rewards**” or “**program**” means the program as set out in this Agreement under which the company earns points at the company level for the company’s use based on the spend of enrolled Cardmembers.

“**Enrolment Date**” means the date the Company first enrolls in the Corporate Membership Rewards Program.

“**Individual Membership Rewards Program**” means the American Express Membership Rewards Program under which Cardmembers earn points for their personal use based on their spend.

“**Insolvency Event**” means that the entity concerned is bankrupt, insolvent or unable to pay its debts or becomes involved in any action or process (including a voluntary process) normally associated with insolvency, including, without limitation, receivership, liquidation or voluntary administration, or if it ceases, or threatened to cease to carry on business in Australia.

“**Program Account**” is the account held by Company with us for participation in the Corporate Membership Rewards Program and against which points are recorded.

“**Qualified Travel Purchase**” means a purchase made using any Card enrolled in the Program at an airline, hotel, car rental company, cruise line, travel agency, tour operator or online travel website submitted by a merchant or recognised by American Express systems under an appropriate industry code or identifier for the above-listed categories and includes related taxes, booking fees, airport fees and travel insurance premiums charged to any Card enrolled in the Program.

2. Eligibility and Enrolment

2.1 You may participate in the Program and open a Program Account only after being approved by us. Cardmembers may only participate in the Program if their Company chooses to enrol their Card Account in the Program, subject to our approval. Eligibility requirements will be determined at our sole discretion and may change at any time.

2.2 A Program Account cannot be linked to any other Program Account. Points cannot be moved between Program Accounts irrespective of whether they are operated by the same entity or entities within a corporate group.

2.3 A Program Account cannot be linked to an Individual Membership Rewards Program Account. A Card Account can only be enrolled in either the Corporate Membership Rewards Program or the Individual Membership Rewards Program, but not both. A Company that enrolls a Card Account in the Corporate Membership Rewards Program, shall not approve the enrolment of that Card Account in the Individual Membership Rewards Program, and vice versa.

2.4 Each Program Account will be limited to a single Company and must be within a single country and in a single currency.

2.5 Only the following Card products are eligible for participation in the Program: American Express Corporate Platinum Card, American Express Corporate Gold Card, and American Express Corporate Green Card. No other products are eligible for participation in the Program, including, without limitation, Business Travel Account, Corporate Purchasing Card, and Corporate Meeting Card. A Company must enrol the Card(s) it wishes to earn points under the Corporate Membership Rewards Program. Enrolment in the Program is not automatic and the Company shall notify us and complete all the necessary paperwork for enrolment.

2.6 Only Card Accounts kept in good standing (i.e., not overdue or in collection) are eligible for participation in the Program. We reserve the right not to allocate points with regard to a Card Account which is overdue or where the terms and conditions applicable to such Card Account have been materially breached by you or the Cardmember.

2.7 At any time, you must have at least one (1) eligible Card linked to your Program Account in order to maintain it. In the event that you no longer have any eligible Cards linked to your Program Account, your account will terminate with immediate effect.

2.9 When enrolling a Card Account into the Corporate Membership Rewards Program that was previously enrolled in an Individual Membership Rewards Program, any points already accrued under the Individual Membership Rewards Program cannot be transferred to the Program Account and must be redeemed by the Cardmember prior to enrolment in the Program or they will be forfeited. However, if a Cardmember has more than one American Express Card Account enrolled and linked in the Individual Membership Rewards Program, any points accrued in the Individual Membership Rewards Program Account will remain valid and linked to the other American Express Card Accounts enrolled. You are responsible for informing the Cardmember of the cancellation of their participation in Individual Membership Rewards and that the Cardmember has thirty (30) days from the date of cancellation to redeem, if necessary, their Individual Membership Rewards Program points.

2.10 When transferring a Card Account to a Corporate Membership Rewards Program from another Corporate Membership Rewards Program within the same Company, any points already accrued under the original Program cannot be transferred to the new Program.

3. Fees

3.1 The annual fee for participation in the Program for the eligible Cards is outlined in the table below.

Card/Product Name	Additional Cost to enrol per Card (Including GST)
American Express Corporate Card – Green	\$89
American Express Corporate Card – Gold	\$89
American Express Corporate Card – Platinum	None

3.2 You are required to assign one (1) Card, the Corporate Membership Rewards Program Administrator Card, to which all applicable Program Fees will be applied.

3.3 The Corporate Membership Rewards Card Fee for each Card will be charged at the time of enrolment for that Card. The Corporate Membership Rewards Card Fees will be billed each year on the Anniversary Date.

Setting Up and Using your Program Account

4. The Corporate Membership Rewards Program Administrator

4.1 To set up a new Corporate Membership Rewards Account, your Company will first authorise one Corporate Membership Rewards Program Administrator (CMRPA) whose Card will be the primary Card tied to your Corporate Membership Rewards program Account. Any Card that can enrol in Corporate Membership Rewards can be designated as this Corporate Membership Rewards Program Administrator Card.

4.2 The Corporate Membership Rewards Program Administrator is responsible for managing your Company’s Corporate Membership Rewards program, including enrolling/un-enrolling Cards, using points for rewards and more.

4.3 Your Company is completely responsible for any actions the Corporate Membership Rewards Program Administrator takes when managing your account, and you release American Express and its parent, subsidiaries and affiliates from any and all liability related to how the Corporate Membership Rewards Program Administrator uses your Corporate Membership Rewards Account.

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4.4 To permit management of the Program, only the Corporate Membership Rewards Program Administrator will be given the right to perform redemptions on behalf of the Company. The Company warrants that the Corporate Membership Rewards Program Administrator or nominated Authorised Third Party notified by it to American Express is authorised to carry out activities in connection with the Program on behalf of the Company.

4.5 It is the Company's responsibility to inform American Express of a change in Corporate Membership Rewards Program Administrator and follow procedures set by American Express to do so, such as completing the appropriate form. If the Company does not have a designated Corporate Membership Rewards Program Administrator, it will not be allowed to redeem points.

4.6 Only the Corporate Membership Rewards Program Administrator is authorised and able to access Program Account information either via the online system or telephone servicing. The Corporate Membership Rewards Program Administrator will be able to view the balance of points accrued in your Program Account by enrolling the Corporate Membership Rewards Program Administrator Card in "My Account" (or "MYCA") and logging into your Program Account online. The Corporate Membership Rewards Program Administrator may also call customer services to obtain your balance.

5. Points Accrual

5.1 Your Corporate Membership Rewards account will earn 1 point for every \$1 spent except for purchases made at the industries where you will earn 0.5 points per dollar spent on eligible Card purchases. These Industries are Utilities which are gas, water and electricity providers, Insurance offered by companies other than American Express and Government bodies including the Australian Taxation Office, Australia Post, federal/state and local government bodies.

5.2 Points will carry over in your program account each year as long as all other Terms and Conditions have been met.

5.3 The following transactions are not eligible purchases and you won't earn points for them:

- Cash Advances, Express Cash or Corporate Cash, Foreign Exchange or any other cash services or transactions
- Purchases of American Express Travelers Cheques
- Finance charges
- Purchases paid with points
- Card account fees and charges, including without limitation, joining fees, Card Fees, late payment fees, dishonoured payment fees, Card account annual fees or foreign exchange fees
- Corporate Membership Rewards program fees and charges (such as annual program fees)
- Charges processed, billed or prepaid prior to the Enrolment date
- Charges in relation to promotional offers that are excluded from points accrual
- Charges for which we do not receive payment in full and for any reason
- Balances transferred from other Card Accounts
- Any credits that are posted to a Card Account, 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, and will be deducted from future issued points if there are insufficient points in the Program Account to cover the credit

5.4 At all times, points accrued in your Program Account remain our property and do not constitute property of the Company. Points are not transferable by operation of law or otherwise to any person or entity. Each Corporate Membership Rewards point has no cash redemption value, or other cash or monetary value except that which American Express may, in its sole discretion allow the Company to redeem points for certain rewards.

5.5 Points cannot be transferred to any other Corporate Membership Rewards Program or Individual Membership Rewards Program Account.

5.6 From time to time we may offer the opportunity to accrue extra points for charges made at particular merchants or during a specific period of time. Such offers will be subject to this Agreement as well as additional terms and conditions specific to the offer.

6. Program Account

6.1 If any of the Card Accounts in the Program are not in good standing or are overdue or are in breach of any terms or conditions applicable to any Card Account, the Company may not earn any further points in regard to such Card Accounts and any points accrued by Company relating to the amount which is overdue may be forfeited. A Company's privilege to earn points may be removed, and the enrolment in the Program, or the enrolment in the Program of a particular Card Account, may be cancelled by us at our discretion.

6.2 If a Company cancels the Program Account, the Company will have thirty (30) days from the day of cancellation to redeem any points accrued in the Account. Any points accrued in the Program Account that are not redeemed within thirty (30) days will be forfeited and will not be capable of transfer, conversion or redemption.

6.3 If a Company cancels the Program Account and also leaves the American Express franchise, or if American Express cancels the Program Account for any reason, any points accrued in the Program Account will be forfeited immediately and will not be capable of transfer, conversion or redemption.

6.4 If a Company cancels any Card(s) that earn points for the Program Account and the Program Account remains open then those points earned by the cancelled Card prior to its cancellation will not be forfeited.

6.5 If a Company ceases all or substantially all of its operations for any reason or if Company or its parent entity undergoes an Insolvency Event, the Company's Program Account will terminate immediately and the points will instantly be forfeited.

6.6 If a Company Account is no longer in good standing or is under review by American Express for any reason, the Company will be prevented from redeeming any points in its Program Account. The Company will, however, still be eligible to earn points. If the Company is brought back into good standing, it will be allowed to redeem its points. However, if the Company is not brought back into good standing, the Program Account will be terminated and the points forfeited.

6.7 If you, your Corporate Membership Rewards Program Administrator, Authorised Third Party or employee of yours attempt to use or earn points in a fraudulent way, we may take away all points in your program account, cancel your program account or cancel any of your American Express Cards.

Using Points

7. Redeeming Rewards

7.1 Redeemed rewards, whether authorised or unauthorised, are not refundable, exchangeable, replaceable, redeemable or transferable for cash, credit, other rewards or points under any circumstances, unless specifically permitted under this Agreement.

7.2 Points may only be redeemed via the Corporate Membership Rewards Program and in accordance with instructions provided by us from time to time. Certain restrictions apply to some rewards.

7.3 All rewards are subject to availability and restrictions may apply. Certain rewards are available only during limited time periods. In the case of merchandise rewards that American Express provides and that are not available, we reserve the right to substitute merchandise that we determine is of equal or greater value or credit Company's Account at our sole option and discretion.

7.4 We are not responsible or liable for any lost or stolen rewards, reward certificates, vouchers or tickets.

7.5 Claims for undelivered merchandise, gift card or voucher rewards must be raised within thirty (30) days post redemption; after this time no claims will be accepted. This does not affect your statutory rights.

8. Redeeming Points for TripFlex™

8.1 Subject to this Agreement, and by participating in the program, the Company is eligible to redeem points for a credit to a Card of your choice which is enrolled in the Program for Qualified Travel Purchases under the TripFlex rewards option ("TripFlex").

8.2 Subject to these Terms and Conditions, the redemption of points will be awarded to the Company in the form of a credit to the Card of your choice which is enrolled in the Program, provided that the Qualified Travel Purchase was originally charged to that Card.

8.3 Company must redeem a minimum of 1,000 points at one time.

8.4 American Express reserves the right to require that any credit to the Card of your choice, which is enrolled in the Program, does not exceed the amount of the Qualified Travel Purchase.

8.5 Points can only be redeemed for credit in respect of a Qualified Travel Purchase subject to standard payment terms and once it has been posted to that Card Account and must be redeemed within twelve (12) months after it has been posted.

8.6 American Express reserves the right to further restrict the time frame in which Qualified Travel Purchases are eligible for reimbursement through certain redemption channels.

8.7 American Express reserves the right to restrict credits if the Card Account has or will have a credit balance or in any other circumstances that American Express determines at its sole option and discretion.

8.8 The Card Account may not be credited until a subsequent billing period after the original Qualified Travel Purchase was charged to that Card Account. A Company may not withhold any payment due on that Card Account based upon the Company's expectation of receiving a future billing statement credit. Qualified Travel Purchases are subject to the applicable terms, conditions, exclusions, limitations and fees established by the suppliers of the Qualified Travel Purchases.

8.9 Points cannot be redeemed for an amount of credit that is greater than the outstanding statement balance.

9. Redeeming Points for Credit

9.1 Subject to this agreement, and by participating in the Corporate Membership Rewards Program, the Company may redeem points for credit on the Company Account. All credits for which you redeem points will be posted onto a Card of your choice which is enrolled in the Program. Credits cannot be applied onto any other Card Account.

9.2 Points cannot be redeemed for an amount of credit that is greater than the outstanding statement balance.

10. Redeeming Points for Gift Cards, Certificates and Vouchers

10.1 Corporate Membership Rewards gift cards, certificates and vouchers (collectively, "Certificates") may not be combined with any other promotional offers from American Express or participating merchants. Unless stated otherwise on the Certificate, only one Certificate may be used per purchase.

10.2 Certificates are valid at participating merchants only, until the expiration date printed on the Certificate.

10.3 Certificates must be used in accordance with the merchant's terms and conditions.

10.4 Certificates must be surrendered at redemption, and no photocopies of Certificates will be honoured.

10.5 Fulfillment of the Certificates is the sole responsibility of the participating merchant, not American Express.

10.6 Certificates are not valid toward previous purchases, and cannot be used as payment on existing account balances with either the participating merchant or American Express.

10.7 Certificates are transferable only where specifically stated. The Company must check Certificate terms and conditions as applicable.

11. Limitation of Liability

11.1 To the fullest extent of the law, American Express makes no warranties or representations, either express or implied and expressly disclaims any and all liabilities with respect to type, quality, standard, fitness or suitability for any purpose of rewards provided under the Program. Warranty claims should be directed to either the supplier or service provider of the reward product or service in accordance with their warranty information (if applicable). American Express will provide Company with such proof of purchase information as reasonably available to allow Company to pursue such claims.

11.2 Under this Agreement, American Express expressly disclaims any and all liabilities for any indirect or consequential damages or losses, including loss of profit and loss of data where such damages or losses are determined to be an indirect or consequential damage or loss.

11.3 American Express' liability is limited (at our option) to supplying the goods or services again or in paying the equivalent cost of supplying the goods or services again.

11.4 Nothing in this Agreement shall exclude or seek to exclude any liability to the extent that such exclusion would contravene applicable law.

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11.5 By redeeming rewards, the Company releases American Express and its parent, subsidiaries and affiliates from any and all liability regarding the redemption or use of rewards, or other participation in the Program.

11.6 Where points are used for travel bookings or arranging transport, American Express does not own, manage, control or operate any supplier of services, and all coupons, receipts and tickets that the Company 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, the Company agrees that American Express shall not be liable for any loss, injury or damages to the Company or its belongings or in connection with any accommodation, transport or other services or resulting directly or indirectly from occurrences beyond our control, including but not limited to breakdown in equipment, strikes, theft, delay or cancellation or change in itinerary or schedule. Travel documents, if necessary, and compliance with customs regulations, if applicable, are the sole responsibility of the Company.

11.7 Once American Express has transferred points following the Company's instructions, we assume no responsibility for points redeemed from a Program Account or for the actions of any airline and/or hotel in connection with their frequent traveller program or otherwise.

11.8 All discrepancies or disputes (which may include, but are not limited to, enrolment of a Company into the Program, enrolment of a Cardmember in the Program, points balance, points for accrual or redemption of points for rewards, (including transfer of points) under this Agreement shall be resolved by us at our discretion. In any event, such discrepancies must be raised and brought to our attention within twelve (12) months of the discrepancy or disputed point. If the Company or Corporate Membership Rewards Program Administrator fails to address any discrepancies or disputes within such time period, American Express has no obligation to rectify any such discrepancy or dispute in relation to this program.

12. Communications and Changes to These Terms

12.1 Statements, notices (which include changes to this Agreement), disclosures and other communications (together called "Communications") will be sent to the Program Administrator via post, electronically, via SMS or made available online. You must maintain a valid phone number and mailing and email addresses in our records for your Program Account.

12.2 American Express may rely on Communications from the Corporate Membership Rewards Program Administrator or Authorised Third Party as Communications from the Company and may act on such Communications accordingly. The Company agrees that Communications from American Express to the Corporate Membership Rewards Program Administrator or Authorised Third Party will be considered Communications to the Company.

12.3 You agree that we may communicate to you by electronic means any Communications for our products and services and all such Communications will be considered to have been provided in writing. All electronic Communications that we provide will be deemed to be received on the day that we send the notification email and/or post the electronic communication online even if you do not access the electronic Communication for any reason.

12.4 You agree that we may send the Communications (including any changes to this Agreement) by any lawfully permitted electronic manner, including email, posting them on an American Express website, through links provided on a Communication, or by verbal Communication through representatives working on behalf of American Express or any combination of these or other means and you agree that it is your responsibility to access all such Communications.

12.5 You must inform us immediately if you change the address or other contact information (such as postal or email address) you have given us. If we have been unable to deliver any Communications or these have been returned, we will consider you in breach of this Agreement and we may stop attempting to communicate with you until we receive accurate contact information. We are not responsible for any failure to receive any Communication if we send it to the address or in accordance with other contact information for your Program Account appearing in our records or if we do not send the Communication because previous Communications have been undeliverable.

12.6 You must also inform us of any changes to other information previously provided to us such as information you provided when you applied for your Program Account. You also agree to give us any additional information and support documentation that we request or as required by law.

12.7 American Express reserves the right to terminate the Program at any time. American Express also reserves the right to change Program terms and conditions at any time.

12.8 American Express will inform you at least thirty (30) days in advance of any material changes to these terms or of termination of the Program. You will be deemed to have accepted the changes unless you notify us in writing prior to the date on which the changes will take effect that you do not accept the changes. If you do not accept any changes to this Agreement, you can end this Agreement immediately before the date on which the changes will take effect by cancelling your Program Account.

12.9 American Express reserves the right to modify or cancel any reward at any time. Any additional travel or accommodation arrangements made in connection with any reward will be the sole responsibility of the Company.

13. Privacy and Personal Information

13.1 We will use personal information collected through the Program for the purpose of providing the American Express Corporate Membership Rewards service (for example, awarding Corporate Membership Rewards points, Corporate Membership Rewards points redemptions reporting, marketing, to verify your identity and to authorise Corporate Membership Rewards transactions) and as otherwise set out in the American Express Global Corporate Payments Agreement.

13.2 Our collection and use of personal information in relation to the Program is governed by and subject to your American Express Global Corporate Payments Agreement which provides full details about how American Express collects and uses personal information of both you and your Cardmembers.

13.3 You agree that we may collect, use and transfer personal information about Corporate Cardmembers in accordance with the authorisation set out in our Cardmember Application Form under 'Authority under the Privacy Act'.

13.4 You agree that we may conduct customer research, and monitor and record telephone conversations with you or your staff from time to time for training, quality control or verification purposes.

13.5 You also agree that where you have provided us with information about individuals in this Account request form, you will make sure that those individuals are aware of:

- You supplying their information to us in connection with this Account request;
- Their ability to access that information in accordance with the Privacy Act; and
- The contact details of our Privacy Officer (The Privacy Officer, American Express Australia Limited, 12 Shelley Street, GPO BOX 1582, Sydney NSW 2001).

13.6 As per the American Express Global Corporate Payments Agreement, you must get the consent of the Corporate Membership Rewards Program Administrator, Authorised Third Party and all Cardmembers for use of any of their Personal Information in relation to the program.

14. General

14.1 Should there be a conflict between our terms and conditions in this Agreement and a merchant's terms and conditions or the terms and conditions of any other supplier or service provider associated with the program, the terms and conditions of this Agreement shall prevail.

14.2 Fraud and abuse relating to the earning of points in the Program or redemption of rewards may result in forfeiture of points as well as cancellation of the Program Account. The Company is solely responsible for any fraud or abuse relating to the accrual of points in the program or redemption of rewards by employees or any third parties contracted by the Company whether authorised or unauthorised.

14.3 The Company is 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.

14.4 The Company is advised to consult their accountant or tax advisor to understand any tax implications as a result of participating in the Program.

14.5 The Program Account is not transferable.

14.6 The failure of American Express to enforce a particular term or condition does not constitute a waiver of that term or condition by us.

14.7 In the event that a participating merchant intends to terminate its participation in the Program, American Express may limit the number of points convertible into rewards offered by that merchant prior to termination.

14.8 Assignment

14.8.1 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.

14.8.2 Transfer by Company: Company rights under this Agreement may not be assigned without our prior written consent.

15. Applicable Law and Jurisdiction

15.1 The validity, construction and performance of this Agreement shall be governed by and construed in accordance with the laws of New South Wales. Any dispute under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of New South Wales to which the parties to this Agreement hereby submit.

15.2 Nothing in this Agreement shall prevent American Express from applying to the courts of any other country for injunctive or other interim relief.

