

**BusinessChoice Rewards Card**

**Rewards**

**Terms and**

**Conditions**

Effective 13 October 2008

**Westpac**  
Business

Your future is our future

We would ask you to take some time to read through these Terms and Conditions, as they contain important information regarding the way you can earn Qantas Frequent Flyer points using your BusinessChoice Rewards Card. If you are unsure about any of the information contained within, please contact us on 1300 650 107 (8am-8pm, Monday to Friday).

### **Cardholder Enquiries**

Within Australia

1300 650 107 (8am-8pm, Monday to Friday)

Overseas

+61 2 9374 7082 any time

### **Lost or Stolen Cards service**

Available 24 hours a day, 7 days a week.

If you are calling about a lost or stolen card from overseas, call the International Operator to book a reverse charge call to +61 3 6345 1058. Please note that calls made from mobile phones or hotel rooms may attract additional charges, not covered by the reverse charge service.

### **Postal address**

Westpac Banking Corporation

Card Business Solutions

GPO Box 18

Sydney NSW 2001

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## 1. Introduction

- 1.1 These terms and conditions, together with the BusinessChoice Cards Terms and Conditions provided with your card, govern the use of your card or card account to earn reward points in the Qantas Frequent Flyer program.
- 1.2 These terms and conditions apply to all transactions involving the use of your card or card account as defined in the BusinessChoice Cards Terms and Conditions.
- 1.3 When you provide Westpac with your valid Qantas Frequent Flyer membership number, you agree:
  - (a) to be bound by these terms and conditions
  - (b) that these terms and conditions apply to any points you earn using your card or your card account
  - (c) if there is any inconsistency between these terms and conditions and any other Westpac terms and conditions, these terms and conditions will prevail
  - (d) any use and operation of your card or card account is also subject to the BusinessChoice Card Terms and Conditions; and
  - (e) before you can use your card or card account, it must have been activated by the Principal of the BusinessChoice Rewards Facility under which your card and card account have been issued.
- 1.4 To provide us with your Qantas Frequent Flyer membership number:
  - call us on 1300 650 107; or
  - complete a BusinessChoice Rewards- Registration of Qantas Frequent Flyer Membership Number form obtainable from any Westpac branch or on [www.westpac.com.au](http://www.westpac.com.au) and return it to us.
- 1.5 If you do not understand something in these terms and conditions please contact us on 1300 650 107.

## 2. How do you earn Points?

- 2.1 To earn points, you must be a member of the Qantas Frequent Flyer program and advise us of your valid Qantas Frequent Flyer program membership number. Membership of the Qantas Frequent Flyer program is subject to the terms and conditions of the Qantas Frequent Flyer program. A joining fee applies. Please refer to [qantas.com/](http://qantas.com/)

frequentflyer or call the Qantas Frequent Flyer Service Centre on 13 11 31 for more information. All references to earning points in these terms and conditions are subject to the above requirements.

Business customers may be able to reclaim the Australian GST relating to the Qantas Frequent Flyer membership fee. Cardholders who require an invoice or more details can contact the Qantas Frequent Flyer Service Centre by emailing frequent\_flyer@qantas.com.au or by faxing +61 1300 305 747

2.2 Provided you inform us of your Qantas Frequent Flyer program membership number within four months of our approving your card, subject to these terms and conditions, the card account will earn points from the first use of your card or the card account.

If you do not inform us of your Qantas Frequent Flyer program membership number within four months of our approving your card, you will only earn points for goods or services purchased on your card or the card account from the date you inform us of your Qantas Frequent Flyer program membership number.

- 2.3 (a) You are eligible to earn points whenever goods or services are purchased using your card or the card account.
- (b) Points are calculated on the number of Australian dollars charged to the card account in connection with purchases of goods or services (including any GST payable in respect of the goods or services) from merchants accepting your card.
- (c) Every \$1.50 spent on your card or card account earns you 1 Qantas Frequent Flyer point. However, only whole numbers of point are awarded. Fractions of points are not credited.

2.4 All eligible purchases earn points only at the cardholder level. Points are credited to the cardholder's Qantas Frequent Flyer program membership account in accordance with the conditions set out in these terms and conditions, including this clause 2.

2.5 Points cannot be sold, transferred or exchanged other than in accordance with the Qantas Frequent Flyer program terms and conditions.

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## **3. How long do you have to use your Points?**

The use of your points, including the life of your points, will be governed by the terms and conditions of the Qantas Frequent Flyer program.

## **4. How do you earn Bonus Points?**

You may receive Bonus Points from time to time for using your card at Bonus Partners to acquire goods or services. You may also receive additional Bonus Points in connection with special promotions offered from time to time by a Bonus Partner or Qantas.

A Bonus Partner may cease to be a Bonus Partner and may change from time to time. We may also change the points earning rate of particular Bonus Partners at any time.

## **5. When don't you earn Points?**

- 5.1 Points are not earned in respect of the following amounts that may be charged to the Card Account:
- (a) government charges (other than GST payable in connection with the purchase of goods or services on which you earn Points);
  - (b) interest and other bank fees and charges (including any GST payable on any of these);
  - (c) Cash Advances;
  - (d) Balance transfers;
  - (e) BPAY payments; i.e. bill payments and other payments made through the BPAY Electronic Payments Scheme.
- 5.2 You do not earn points if the card account or Billing Account is in arrears or over limit on the posting date of a transaction.

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- 5.3 You do not earn points on use of your card or card account where for that statement period, the Billing Account or card account is in arrears or over limit at the end of that statement period. Any points earned in that relevant statement period will be forfeited.
- 5.4 You do not earn points if the card account or Billing Account is reasonably suspected by Westpac to have been operated or being operated in any specific statement period fraudulently.
- 5.5 You also do not earn any points if the card has been reported lost or stolen or if there is a breach to the BusinessChoice Cards Terms and Conditions.
- 5.6 You will cease to earn points if we cancel your card or the card account is terminated for any reason. We may also exercise our discretion to discontinue the earning of points on goods or services at any time. Points that were earned during the statement cycle when we cancel the card or the card account or the Billing Account is terminated or we discontinue the earning of points, will be forfeited.
- 5.7 Where any cardholder returns any goods or services purchased with the card, or the card account is credited in connection with a disputed transaction, and:
- (a) This occurs within the statement cycle in which the purchase was made, we will adjust your points total for that statement cycle by deducting any points which were earned in connection with the original or disputed transaction;
  - (b) This occurs after the statement cycle in which the purchase was made, we will suspend your earning of points on future purchases of goods or services equivalent to the value of the original or disputed transaction.
- 5.8 Where the card account is credited in connection with a fraudulent transaction, and:
- (a) Westpac identifies the fraudulent transaction within the statement cycle in which the transaction was made. Westpac will adjust your points total in that statement cycle by deducting any points which were earned in connection with the original transaction;

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- (b) Westpac identifies the fraudulent transaction after the statement cycle in which the transaction was made. Westpac will request Qantas to deduct the equivalent amount of points earned from the transaction from your Qantas Frequent Flyer program membership account.

- 5.9 Where purchase transactions are made from the Billing Account no points will be earned as the Billing Account is not a Cardholder.
- 5.10 Except as provided in clause 2.2, if you do not inform us of your Qantas Frequent Flyer membership, the card account will not earn points.

## **6. How do you keep track of your Points?**

- 6.1 Westpac does not issue separate statements to you in relation to your points balance. To view your Activity statement online, visit [qantas.com/frequentflyer](https://qantas.com/frequentflyer) and login to your Qantas Frequent Flyer program account. If you have any questions in relation to Qantas Frequent Flyer program statements or points, please contact the Qantas Frequent Flyer Service Centre on 13 11 31.
- 6.2 New points earned during a statement cycle are added to your points balance on a monthly basis usually within 14 days after your card statement has been issued. If you think you are entitled to more points, you must contact us with copies of the relevant sale receipts or the card account statement showing the transactions for which you believe you are entitled to additional points no later than six months after the relevant transaction. We investigate all queries and make a final decision in the event of any dispute. Note this process will follow the process listed in Clause 6.2 of the BusinessChoice Cards Terms and Conditions.
- 6.3 Points are governed by and are subject to the terms and conditions of the Qantas Frequent Flyer program. Westpac is not responsible for the Qantas Frequent Flyer program in any way. If the Qantas Frequent Flyer program is discontinued, or changed, Westpac will not be responsible for the impact this may have on points earned through use of your card or card account.
- 6.4 You are responsible to pay or reimburse us for any tax liability (including any GST that may be payable), stamp duty or other duty or government charges or airport charges incurred in connection with the receipt of points.

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- 6.5 We make no express or implied warranty or representation in connection with points and are not liable for any loss you suffer arising in connection with points, including loss suffered due to Qantas ceasing its operations.

## **7. Variations relating to Points**

We may make changes relating to the earning of points on any card or card account at any time. You agree to be bound by any such change after we notify you of the change.

Changes may include a change to:

- (i) the way you can earn Points from time to time, including by introducing new ways or changing existing ways of earning points;
- (ii) the number of points you can earn from using your card;
- (iii) the number of points you earn from Bonus Partners and Bonus Partners, as set out in clause 4;
- (iv) imposing any points capping or tiering;
- (v) levying any fees relating to the rewards program or service.

We will notify you of variations relating to points as set out in clause 24 of the BusinessChoice Cards Terms and Conditions.

## **8. Tax matters**

- 8.1 Westpac is not aware of each individual's particular circumstances and therefore cannot provide any taxation advice in relation to any card or card account. No clause in this document should be construed as a statement as to the taxation consequences or taxation treatment of any aspect of the card. In addition, Westpac draws your attention to Practice Statement PS LA 2004/4, which outlines as at the date of these terms and condition, the view of the Commissioner of Taxation in relation to the circumstances when rewards provided under a consumer loyalty program may be subject to income tax or fringe benefits tax. As each customer's circumstances may vary, we recommend you (and your Principal) seek independent advice regarding the tax treatment, if any, resulting from your use of your card or card account or from your participation in points earning or receipt of points.

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- 8.2 Points derived in connection with, or in relation to, any card or card account, or any Qantas Frequent Flyer membership fee(s), must not form part of any employment contract, or any consideration for any service between you and your Principal.
- 8.3 You are responsible to pay or reimburse us for any tax liability (if any) including any GST that may be payable, stamp duty or other duty or government charges or airport charges incurred in connection with the receipt of points.

## 9. Definitions

In these terms and conditions:

**account** means your

**Account holder** means you and does not include your Principal.

**Billing Account** means the account responsible for all transactions on the account. In relation to the card account, the Billing Account is the Primary Account.

**Bonus Partner** means a merchant who agrees with Westpac to offer cardholders Bonus Points or additional Bonus Points in connection with card purchases.

**Bonus Points** means points earned in connection with card purchases made at Bonus Partners.

**BPAY<sup>®</sup>** means a bill payment service which is governed by separate terms and conditions, a copy of which can be found at [westpac.com.au](http://westpac.com.au) or by dropping into one of our branches

**BusinessChoice Rewards Facility** means the facility of that name issued to a Principal in accordance with the BusinessChoice Cards terms and conditions.

**card** or **credit card** means a BusinessChoice Rewards Visa Credit Card or a BusinessChoice Rewards MasterCard Credit Card.

**card account** means the account opened by Westpac used to record transactions relating to a specific card issued to a cardholder in accordance with the BusinessChoice Cards Terms and Conditions.

**cardholder** means any person who from time to time is issued with a card for use on the card account.

**Cash Advance** means any transaction treated by us as a cash advance, including transactions where the business or cardholder:

- draw cash from the Billing Account or card account using an automatic teller machine or at a financial institution; or
- receive from a Merchant a cash substitute (including, but not limited to, using the Billing Account or card account to purchase gambling chips or tokens, traveller's cheques or money orders, or to load value to a stored card or facility); or
- use the card account to pay bills through a third party where the merchant does not accept credit card payments; or
- use the card account to pay bills over the counter at a financial institution, or
- transfer, or arrange for the transfer of, funds from the card account to another account.

Merchants enter into an agreement with their chosen financial institution, enabling the merchant to accept payment for goods and services by credit card. Westpac, as the issuer of your card, is only able to determine whether to treat a transaction you make with a merchant on your card account as a purchase or a cash advance, based on information (including the type of business conducted by the merchant) provided by that financial institution in the course of processing the transaction. Accordingly, credit card transactions made with certain merchants may be treated as cash advances, even though such transactions do not fall within any of the above transaction categories. The most common types of merchant outlet where this may occur are newsagencies and merchants that sell lottery tickets or other gambling/gaming products.

**card** means any Business Choice Rewards credit card issued by us to you, for use on the card account.

**merchant** means a provider of goods or services who accepts payment by card.

**points** and **Qantas Frequent Flyer points** means points in the Qantas Frequent Flyer program.

**Principal** means one or more persons who is/are responsible for all transactions on a card account kept in your name that is linked to their Billing Account in accordance with the BusinessChoice Cards Terms and Conditions.

**Purchases** or **Eligible Purchases** means transactions that are eligible to earn points and from card and billing accounts that are not in order because arrears or non payments, being over limit or have some fraudulent activity on them.

**Qantas** means Qantas Airways Limited.

**Qantas Frequent Flyer membership** means the number of cardholder's membership of the Qantas Frequent Flyer program.

**Qantas Frequent Flyer program** means the promotional program which is known as such.

**Westpac, our, we, us** means Westpac Banking Corporation (ABN 33 007 457 141).

**you** means the person in whose name a card account is kept in relation to which the Principal is responsible for all transactions.

The logo features the word "Westpac" in a bold, sans-serif font, with a stylized "W" composed of three vertical bars. Below it, the word "Business" is written in a smaller, lighter sans-serif font.

**Westpac**  
Business