

# BusinessChoice Rewards Card.

**Qantas Business Rewards  
Terms & Conditions.**

Effective Date: 1 June 2018.

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200 years proudly supporting Australia



Please take some time to read through these Terms and Conditions, as they contain important information regarding the way you can earn Qantas Points on your BusinessChoice Rewards Facility. If you are unsure about any of the information contained within, please contact us on 1300 791 188 (8am–8pm, Monday to Friday).

**Cardholder Enquiries.**

1300 791 188 (from Australia)  
8am – 8pm, Monday to Friday  
+61 2 9155 7718 (from overseas)

**Lost or Stolen Cards Service.**

1300 651 089 (from Australia)  
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, govern the use of all cards and card accounts issued under your Facility to earn Qantas Points in the Qantas Business Rewards program.
- 1.2 You (and any cardholders) are bound by these terms and conditions when either:
  - (a) you (or any cardholder) first use a card or card account after we have approved your application for a new BusinessChoice Rewards Facility; or
  - (b) we process your request to switch your BusinessChoice Rewards Facility linked from the Qantas Frequent Flyer program to the Qantas Business Rewards program.
- 1.3 You agree that these terms and conditions apply to any Qantas Points you earn by the use of any card or card account issued under your Facility on an eligible transaction.
- 1.4 When you switch your Facility from the Qantas Frequent Flyer Rewards program to the Qantas Business Rewards program, the terms and conditions of BusinessChoice Rewards (for accounts opened prior 1 May 2014) and of the Qantas Frequent Flyer program will continue to apply to the Qantas Points earned by the use of any card or card account issued under your Facility.
- 1.5 You are unable to switch your Facility from Qantas Business Rewards program to Qantas Frequent Flyer program once a switch to Qantas Business Rewards program has been processed.

## **2. How do you earn Qantas Points?**

- 2.1 To earn Qantas Points on your Facility, you must provide your ABN as part of your Facility application. To redeem Qantas Points, your Business must be a member of the Qantas Business Rewards program. Membership of the Qantas Business Rewards program is subject to the Qantas Business Rewards program Terms and Conditions available at [qantas.com/business](http://qantas.com/business). A joining fee may apply.  
All references to earning Qantas Points in these terms and conditions are subject to the above requirements.
- 2.2 Provided you inform us of your ABN within four months of our approving your Facility, subject to these terms and conditions, the Facility will earn Qantas Points from the first use of a card or card account issued under your Facility.  
If you do not inform us of your ABN within four months of our approving your Facility, you will only earn Qantas Points on card and card account purchases from the date you inform us of your ABN.
- 2.3 Please note we may not allow you to open your Facility without providing your ABN.

- 2.4 (a) You are eligible to earn Qantas Points whenever goods or services are purchased using a card or card account issued under your Facility.
- (b) Qantas 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 a card.
- (c) Earn 0.75 Qantas Points for each \$1.50 spent on eligible purchases on a card or card account. However only whole numbers of Qantas Points accrued at the card account level at the end of each statement cycle are awarded at the Facility level. Fractions of Qantas Points are not credited until the whole Qantas Points are reached.
- (d) Earn 0.5 Qantas Points for each \$1.50 spent on government payments on a card or card account. However only whole numbers of Qantas Points accrued at the card account level at the end of each statement cycle are awarded at the Facility level. Fractions of Qantas Points are not credited until the whole Qantas Points are reached.
- 2.5 Qantas Points are credited to the Business' Qantas Business Rewards account in accordance with the conditions set out in these terms and conditions, including this clause 2.
- 2.6 Qantas Points cannot be sold, transferred or exchanged other than in accordance with the Qantas Business Rewards program terms and conditions.

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

The use of your Qantas Points, including the life of your Qantas Points, will be governed by the Qantas Business Rewards program terms and conditions.

### **4. Bonus Qantas Points.**

You may receive additional Bonus Qantas Points in connection with special promotions offered from time to time by Westpac or Qantas. Eligibility criteria and special promotion terms and conditions will be provided at the time that any such offer is made.

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

- 5.1 Qantas Points are not earned in respect of the following amounts that may be charged to a card account issued under your Facility:
- (a) Government charges (other than GST payable in connection with the purchase of goods or services on which you earn Qantas Points);
- (b) Interest and other bank fees and charges (including any GST payable on any of these);
- (c) Cash Advances;
- (d) Balance transfers; and

- (e) BPAY® payments; i.e. bill payments and other payments made through the BPAY Electronic Payments Scheme.
- 5.2 You do not earn Qantas Points if the Billing Account is in arrears or over limit on the posting date of a transaction.
  - 5.3 You do not earn Qantas Points on use of a card or card account where for that statement period, a Billing Account or card account is in arrears or over limit at the end of that statement period. Any Qantas Points earned in that relevant statement period will be forfeited.
  - 5.4 You do not earn Qantas 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 Qantas Points if the card has been reported lost or stolen or if there is a breach of the BusinessChoice Cards Terms and Conditions.
  - 5.6 You will cease to earn Qantas Points on a card and if the card or card account is terminated for any reason. We may also exercise our discretion to discontinue the earning of Qantas Points on goods or services at any time. Qantas 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 Qantas 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 Qantas Points total for that statement cycle by deducting any Qantas 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 Qantas 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 Qantas Points total in that statement cycle by deducting any Qantas Points which were earned in connection with the original transaction;
    - (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 Qantas Points earned from the transaction from your Qantas membership account.

5.9 Where purchase transactions are made from the Billing Account no Qantas 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 ABN, the Facility will not earn Qantas Points.

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

6.1 Westpac does not issue separate statements to you in relation to your Qantas Points balance. To view your Activity statement online, visit [qantas.com/business](https://qantas.com/business) and login to your Qantas membership account. If you have any questions in relation to Qantas Business Rewards program statements or Qantas Points, please contact the Qantas Business Rewards program Service Centre on 13 74 78.

6.2 New Qantas Points earned during a statement cycle are added to your Qantas Points balance on a monthly basis usually within 14 days after your Billing Account statement has been issued. If you think you are entitled to more Qantas Points, you must contact us with copies of the relevant sale receipts or the Billing Account statement showing the transactions for which you believe you are entitled to additional Qantas Points no later than ninety (90) days 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 Qantas Points are governed by and are subject to the Qantas Business Rewards program Terms and Conditions. Westpac is not responsible for Qantas Business Rewards program Terms and Conditions in any way. If the Qantas Business Rewards program is discontinued, or changed, Westpac will not be responsible for the impact this may have on Qantas Points earned through use of your Facility.

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 Qantas Points.

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



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

7.1 We may make changes relating to the earning of Qantas Points to your Facility 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 Qantas Points from time to time, including by introducing new ways or changing existing ways of earning Qantas Points;
- (ii) the number of Qantas Points you can earn on your Facility;
- (iii) the number of Qantas Points you earn on your Facility from Bonus Partners, as set out in clause 4;
- (iv) imposing any Qantas Points capping or tiering; or
- (v) levying any fees relating to the rewards program or service.

7.2 We will notify you of material changes to these terms and conditions including where such changes will reduce the number of Qantas Points you can earn with at least thirty (30) days' notice in writing, electronically or through an advertisement in a major newspaper.

## **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 Facility. 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 conditions, the view of the Commissioner of Taxation in relation to the circumstances when rewards provided under a loyalty program may be subject to income tax or fringe benefits tax. As each customer's circumstances may vary, we recommend you seek independent advice regarding the tax treatment, if any, resulting from the use of your Facility.

8.2 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 Qantas Points.

## **9. Definitions.**

In these terms and conditions:

**ABN** means an Australian Business Number being an identifying number of an entity registered on the 'Australian Business Register'.

**ABN Holder** or **Business** means the entity identified as the Business on the Application Form for the BusinessChoice Rewards Cards and is entitled by law to hold an ABN.

**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 Qantas Points** means additional Qantas Points credited to your Qantas Business Rewards program from time to time in connection with a promotional offer from Westpac or Qantas.

**BPAY** 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 or 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 Platinum Visa Credit Card or any other card we tell you is linked to a Facility.

**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:

- draws cash from the Billing Account or card account using an automatic teller machine or at a financial institution; or
- receives 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.

**government payments** means any transaction treated by us as a government payment to any Australian federal, state or local government agency, service or department or any Australian court or tribunal, including where you use the card or card account to:

- make payments to the Australian Taxation Office;
- pay vehicle licensing and registration;
- pay fines issued by any government, agency, service or department;
- pay bail and bond payments;
- pay council rates or fees; and
- pay court costs including alimony and child support.

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 or card account as a government payment, 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 government payments, even though such transactions do not fall within any of the above transaction categories.

Government payments do not include government charges in clause 5.1 (a).

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

**Points and Qantas Points** means points in the Qantas Business Rewards program.

**Principal** means one or more persons who is/are responsible for all transactions on a card account held in the name of the cardholder 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 Qantas points and from card and billing accounts that are not in order because of arrears or non-payments, being over limit or have some fraudulent activity on them.

**statement cycle** means the period from one statement date to the next statement date.

**Qantas** means Qantas Airways Limited.

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

**you** means the Principal(s) and ABN Holder who jointly hold the BusinessChoice Rewards Facility.



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