

# **AMERICAN EXPRESS® TRAVEL ONLINE TERMS AND CONDITIONS**

Please Read These Online Terms And Conditions ("Terms And Conditions") Carefully As They Are The Basis Upon Which Online Travel Bookings Through This Website ("Online Travel Booking") Are Accepted By American Express International, Inc. Trading As American Express Travel Service ("American Express").

## **1. Legal Contract**

When you (the person using this website) click to make a booking with us, legal obligations arise and your right to refund of monies charged to your Credit Card or Charge Card issued by American Express Australia Limited ("American Express Card") or paid in any other way agreed by us, are limited by our terms and conditions and by the conditions of the particular travel supplier. You must not make any Online Travel Booking through this website ("Site") unless you understand and agree with all our Online Terms and Conditions ("Terms and Conditions").

## **2. Changes to Terms & Conditions**

American Express reserves the right to amend or change all or any part of these Terms and Conditions at any time. This includes amendments or changes to Section 24 Policies on Additional Fees and Refunds.

## **3. Liability**

3.1. By using American Express' online travel service Site you agree that, subject to certain rights and remedies you have under the Competition and Consumer Act 2010 (Cth) and similar State and Territory laws in Australia which cannot be excluded, restricted or modified, neither American Express nor any American Express subsidiary or related company or representative shall be liable for any loss, injury or damage to you or your belongings or otherwise arising in any way out of the provisions of travel services to you and American Express excludes all other conditions and warranties implied by custom, law or statute.

You also agree that:

- (a) all information and other content on this website is provided "as is" and without warranties of any kind, either express or implied; and
- (b) American Express (and its suppliers and licensors) expressly disclaim all warranties of any kind including but not limited to implied warranties of merchantability and fitness for a particular purpose; and
- (c) American Express does not warrant that any of the functions contained on this website or your access to this website will be uninterrupted or error-free, that any defects will be corrected or that this website or the server on which this website is stored are free of viruses or any other harmful components; and
- (d) American Express does not warrant or make any representation regarding your access to, or the results of your access to, this website (including any related or linked websites) or any information on this website in respect of correctness, accuracy, timeliness, completeness, reliability or otherwise, and you (and not American Express), assume the entire cost of any necessary verification, maintenance, repair and/or correction of any relevant information or other content.

3.2. Under no circumstances (including but not limited to any act or omission on the part of American Express) will American Express or any of its affiliates, suppliers or licensors be liable for any loss of profits or any indirect, incidental, special and/or consequential damages whatsoever

which result from any use of or access to, or any inability to use or access, the website or anything contained on, or missing, from the website.

3.3. To the fullest extent permitted by law, the liability of American Express for breach of any implied warranty or condition which by law cannot be excluded is limited at the option of American Express to the following:

(a) in the case of services supplied or offered by American Express:

- (i) the supply of the services again, or
- (ii) the payment of the cost of having the services supplied again; and

(b) in the case of goods supplied or offered by American Express:

- (i) the replacement of the goods or the supply of equivalent goods, or
- (ii) the payment of the cost of replacing the goods or of acquiring equivalent goods.

#### **4. Law and Jurisdiction**

These Terms and Conditions and your use of the American Express website will be governed by and construed in accordance with the laws of New South Wales, Australia and you hereby submit to the jurisdiction of the courts in that place.

#### **5. Unlicensed Entity Disclaimer**

If you request American Express to arrange for the provision of products or services by a person or company which is not licenced in accordance with any applicable law, American Express accepts no liability (whether in contract, for negligence or otherwise) for any loss or damage suffered by you or any third party as a result.

#### **6. Licence Information**

American Express International, Inc. (ABN 15 000 618 208) trading as American Express Travel Service, incorporated with limited liability in Delaware, USA.

#### **7. Responsibility**

Products and services are sold by American Express as an agent for airlines, hotels, car hire companies, tour companies, travel insurance companies, cruise operators and any other suppliers providing travel related services via this website.

American Express is not a provider of such travel related services and has no responsibility for such services provided or not provided by any party. Accordingly, by using these services in your Online Travel Booking, you agree to seek remedies directly with the supplier and, subject to applicable law, not to hold American Express nor its related companies, employees or representatives liable in contract or tort (actionable wrong) for any loss, costs, expense, injury, accident or damage to person or property caused directly or indirectly from either:

(a) the acts or omissions of such suppliers or

(b) any event beyond American Express' control including, but not limited to, war, civil disturbance, fire, flood, acts of God or Government or other authorities, accident to machinery or failure of machinery or equipment, or industrial action.

All tickets, coupons, exchange orders, vouchers and receipts are issued subject to the appropriate tariffs and terms and conditions of sale of suppliers and these terms. American Express act as an agent and have no responsibility, and extend no guarantees for discontinued promotions, airfares or specific holiday products or other travel related services.

## **8. Supplier's Conditions**

All coupons, receipts and tickets are issued subject to the terms and conditions specified by the suppliers. By accepting the coupons and tickets and utilising our services or confirming your Online Travel Booking, you agree that, apart from certain rights you have under the Competition and Consumer Act 2010 (Cth) that we cannot alter, neither American Express nor any subsidiary or related company or representative shall be liable for any loss, injury or damage to you or your belongings or otherwise arising in any way out of our services to you.

## **9. Special Conditions for Airfares**

There are numerous rules and regulations affecting air fares and particularly discounted airfares, which involve substantial cancellation or amendment fees, and in some instances there are no refunds whatsoever on cancelled air tickets should you need to amend or cancel your travel plans. If you have any queries regarding these fees please do not hesitate to contact our office. You must read the rules and check the conditions applicable to every airfare and ensure that you accept those rules and conditions before you make an Online Travel Booking. If the rules and conditions are not displayed you should contact our office. Once you confirm an Online Travel Booking and make payment you are bound by the rules and conditions applicable stated by the relevant supplier(s).

## **10. Special Conditions for other Travel Services**

These Terms and Conditions apply generally to all the products sold by American Express through an Online Travel Booking. Some travel related services also have special conditions applying to them, including the Cruise and Cruise Package Conditions outlined below in Schedule 1. Airlines, hotels, car hire, tour operators, cruise lines and other travel suppliers have various other terms and conditions relating to the purchase of these goods and services, some of which may involve substantial cancellation or amendment fees, and in some instances there may be no refunds whatsoever on cancelled travel related services should you need to amend or cancel your travel plans. Some of those terms will be displayed in the rules applicable to a particular product, but not all. For example, travel suppliers often limit or exclude liability in respect of death, personal injury, delay and loss or damage to baggage, however we do not have those conditions to display. It is your responsibility to check those terms and conditions before making an Online Travel Booking through American Express.

## **11. Frequent Flyer or Travel Supplier Loyalty Program Customers**

Please note:

i) If you are a frequent flyer member, please retain your air ticket & boarding pass or any other documentation as evidence of point eligibility. American Express is not able to obtain copies of

your air ticket & does not accept liability for points accrual or missing points. It is your responsibility to be familiar with the loyalty program of each airline with which you are an enrolled member.

ii) If you are a hotel loyalty program member, when booking hotels through American Express Travel Online, your hotel loyalty program benefits may not apply. It is your responsibility to check with the hotel first if you will receive benefits when booking through a wholesaler and not direct with the hotel. American Express is not able to assist in adding loyalty program benefits should your online booking not be eligible.

## **12. Online Travel Booking Details, Dates and Reservations**

The details and timings for all sectors and other items shown on your itinerary and or ticket are subject to change. Therefore American Express recommends that you reconfirm all reservations with the applicable airline or travel supplier at least 72 hours before departure or redemption. American Express does not accept responsibility for amended flight timings or flight numbers, or any other amendment made, or delay by any travel supplier. American Express Travel Online booking lead time restriction may apply and vary between 24-72 hours.

## **13. Travel Documentation and Arrangements**

You are responsible for determining and obtaining proper documentation such as passport, visa and health requirements and all other relevant documentation and arrangements. The final responsibility for ensuring all documentation is correct and complete and all other requirements are satisfied rests with the individual traveller.

## **14. Destination Enquiries**

You should enquire about local issues and conditions at overseas destinations prior to travel. American Express Travel Services makes no representations as to the safety, conditions or other issues that may exist at any destination. Travel advice can be obtained from various sources, including local governments, local consular offices and the website of the Australian Department of Foreign Affairs & Trade at <http://www.smarttraveller.gov.au/>

## **15. Photo Identification**

All airlines require the production of photo identification when checking in with an e-ticket. Your identification must match with the name of the passenger on the ticket or travel documentation. Presentation of photo identification may also be required for car hire, accommodation and other travel related services.

## **16. Passport**

All individuals departing from Australia must be in possession of a valid passport. If your passport is due to expire within six months of your return arrival back in Australia then under normal circumstances you should obtain a new passport. Should you be travelling on a travel document other than an Australian Passport you may require a visa or permit to re-enter Australia.

## **17. Visa Requirements**

Certain countries require a visa for entry prior to arrival. Please ensure you are fully informed of the requirements before you make a reservation as visas can take some time to obtain. The consulate or representative office of the relevant country will be able to advise requirements.

## **18. Health Precautions and Vaccinations**

Vaccinations are strongly recommended for certain destinations. We recommend that you contact your doctor or other health professional for travel health advice and vaccinations. Ideally, health requirements should be attended to at least two months prior to departure. If travelling with medication, you must carry a letter from your doctor explaining your medical condition and the required medication.

## **19. Rates and Price Variations**

American Express reserves the right to vary published rates in the event of changes in exchange rates or price rises made by wholesalers or other suppliers. If the cost of any service increases due to exchange rate fluctuations, price increases, tax changes or any other reason, you must pay the increase when notified. American Express is not liable in any way if any increase occurs. All prices are subject to availability and can be withdrawn or varied without notice.

## **20. Price Inclusions and Exclusions**

(a) Airfares: All taxes and charges required to be paid to purchase the ticket have been included in the total price. However, there may be other charges or taxes payable at the destination which you will be required to pay in local currency.

(b) Airlines and Other Travel Services:

i) Items included in the prices or rates of the products are specified in each section. Prices do not include: meals other than as stated in itineraries, any air fares unless stated, Government departure taxes, passport and visa charges, vaccination fees, airport taxes, airport transfer fees, any items of a personal nature such as telephone calls, beverages, laundry, excess baggage charges and gratuities, travel insurance, excess or other insurance waivers or other items not specified or expressly included in your Online Travel Booking.

ii) Travel service suppliers may require an imprint of credit card details, pre-authorisation or other form of bond prior to your use of the travel related service.

## **21. Service Availability**

The services sold through American Express are subject to availability and can be withdrawn without notice. Access to this website and any website normally linked to this website is not guaranteed and is subject to availability of communication links and access rights. American Express reserves the right to deny password login on this website to any person or password holder.

## **22. Online Travel Booking Acknowledgement**

Acknowledgment of your Online Travel Booking will be made via email and will include your Online Travel Booking reference ("Booking Reference"). Please check your email regularly to ensure prompt receipt of any relevant communications. The fares shown on this website can be purchased only in conjunction with the website. American Express does not accept any responsibility for any loss incurred as a result of any failure of email delivery (irrespective of the reason for such failure).

### **23. Passenger Name**

It is essential that you enter details of each traveller correctly and according to passport or other travel identification. Some suppliers will deny carriage if the traveller's name varies and your booking may be cancelled automatically if the traveller's name is amended. American Express accept no responsibility for any loss or damage arising from incorrect entry of traveller's name and any inability to travel as a result of carrier's policies. Each individual airline has their own policy regarding name changes and applicable fees.

### **24. Policies on Additional Fees and Refunds**

American Express does not charge additional fees in the event of a flight booking amendment or cancellation. Any applicable refunds will be credited to your American Express Card. Refunds can take up to eight weeks to process. No Membership Rewards points or Travel Credit will be refunded. No cash refunds will be given. We may, in our absolute discretion, nominate another refund method and notify this to you.

However, note that the Terms and conditions of some airlines, hotels, Car hire, tour operators and other travel suppliers may involve substantial cancellation or amendment fees, and in some instances there may be no refunds whatsoever on cancelled travel related services should you need to amend or cancel your travel plans.

Refer above to Section 8 Supplier's Conditions and Section 10 Special Conditions for Other Travel Services.

### **25. Fictitious or Duplicate Reservations**

American Express does not permit fictitious or duplicate reservations. If American Express establishes or has reason to suspect that an individual user has submitted and confirmed multiple identical bookings, we reserve the right to cancel one or all of the reservations immediately and without reference to the customer.

### **26. Illustrations**

Photographs and illustrations and other promotional material are for promotional purposes only. They do not represent any benefit that will be included in any arrangements made by you.

### **27. Travel Insurance**

It is up to the traveller to determine whether they need travel insurance or to assess the adequacy of any existing insurance(s). You may wish to obtain professional advice from your insurance company or insurance broker.

## **28. Currency**

Unless specified otherwise, all rates and prices are quoted in Australian dollars.

## **29. Extraordinary Costs**

In the unlikely event American Express is unable to meet your requirements through our normal booking process; we will let you know within 48 hours. If you wish us to continue with the Online Travel Booking, any additional costs as notified to you, such as telephone and other communication expenses, courier charges, any associated bank costs for urgent remittance of funds, etc. will be payable by you, the customer.

## **30. Goods and Services Tax**

All prices quoted for travel wholly within Australia include Australian GST.

## **31. Payment Method**

31.1 Payment for Online Travel Bookings may ONLY be made using an American Express Card. Option to pay with Membership Rewards points will be available for eligible Card Members at the check-out page. Available only for pre-paid products where the name on the American Express Card used for the payment of any Online Travel Booking transaction does not correspond to the name of one of the passengers for which the booking is made, the American Express Card Member ("Card Member") must complete an 'Authorisation to Charge' form and return it to American Express. Full payment is required at the time of making the Online Travel Booking.

31.2 Eligible Card Members receive one Travel Credit each anniversary year. Additional or Supplementary Card Members do not receive a Travel Credit. You may use the Travel Credit for one travel booking each anniversary year on flights, hotels and car hire online at [americanexpress.com.au/travel](http://americanexpress.com.au/travel). For Qantas American Express Ultimate Card Members, The Qantas Travel Credit can be redeemed on a single eligible travel booking for Qantas Flights (i.e. a QF flight number on your ticket) by selecting the Qantas Travel Credit when you check out. All Qantas Flight travel is subject to Qantas Conditions of Carriage. Cruises and selected other bookings as notified from time to time are excluded. Your booking will be charged in full to your eligible Card and American Express will then credit the value of the Travel Credit to your Card Account within 3 business days but may take up to 30 days. Your Travel Credit will expire if you do not use it during the relevant anniversary year. The travel booking must charge the value of the Travel Credit (or more) to the eligible Primary Card for the Travel Credit to be redeemed. You may only use one Travel Credit per booking, even if you hold multiple American Express® Cards with a travel credit benefit. You will not be able to use your Travel Credit if your account is overdue or if you have not paid your annual fee (or the minimum payment due after your annual fee was charged).

If your booking is cancelled, and your Travel Credit has already been used and associated statement credit applied to your account, you will forfeit your annual Travel Credit benefit and American Express may reverse the statement credits issued. The Travel Credit must be used in good faith and cannot be sold or otherwise transferred for value. The Travel Credit may be forfeited if we reasonably determine that you are seeking payment, compensation or other value for your Travel Credit.

31.3 Fine Hotels and Resort Program, Centurion Fine Hotels & Resorts and The Hotel Collection Bookings made under the American Express Fine Hotels and Resort Program, Centurion Fine Hotels and Resorts and The Hotel Collection are confirmed online. You have the option to Pay Now during the booking process or pay the hotel directly upon check-out. Please note the option to Pay Now is not available for all rooms at all hotels.

#### 31.4 Points for Travel

When redeeming Points For Travel for Online Travel Bookings, a single amount will be debited from the Card Member's Membership Rewards account per booking. The Card Member can keep track of the Membership Rewards points debited by checking the Membership Rewards section in Online Services.

31.5 Additional terms for Points for Travel and Points + Pay, , Travel Credit + Pay, Travel Credit + Points + Pay, Travel Credit + Points:

- (a) Redemptions using Membership Rewards points and/or Travel Credit are subject to the Terms and Conditions of the Membership Rewards program and/or Travel Credit.
- (b) A minimum limit of 1000 Membership Rewards Points per transaction applies for Card Member's paying for an Online Travel Booking using Membership Rewards points.
- (c) American Express Card Members may redeem Membership Rewards points and/or Travel Credit for any person, provided the Card Member's American Express Card account and all other accounts with us are kept in good standing and are not overdue.
- (d) Membership Rewards points and/or Travel Credit redeemed for Online Travel Bookings will, subject to these Terms and Conditions and any supplier terms and conditions, entitle you and any other persons named in your online booking, to pre-paid travel in accordance with your Online Travel Booking.
- (e) The number of Membership Rewards points required for any particular itinerary is determined by us, as notified to you at the time of making and confirming your Online Travel Booking. Such values may change from time to time, without any additional notice to you.
- (f) Once Membership Rewards points are redeemed for travel, they may not be converted back to Membership Rewards points and the booking is non-transferable and non-refundable.
- (g) Membership Rewards points cannot be redeemed via this Online Travel Booking tool for cash (including foreign currency) or traveller's cheques, or for travel for resale or promotional purposes.
- (h) If redeeming with Points + Pay, Travel Credit + Pay, Travel Credit + Points + Pay, your booking will be charged in full to your eligible Card and American Express will then credit the value of the Travel Credit or Points to your Card Account within 3 business days but may take up to 30 days. When using a Travel Credit with Membership Rewards® points to pay for a booking, the total value of the Travel Credit combined with the Membership Rewards points cannot exceed the total cost of the booking.
- (i) Upon redeeming a Membership Rewards Points for Travel or Points + Pay, Travel Credit + Points + Pay, Travel Credit + Points for Online Travel Bookings, you agree to release American Express and its subsidiaries and affiliates from any and all liability in respect of the redemption or use of the Membership Rewards points.

## 32. Commissions

You acknowledge that American Express may receive commissions from travel service suppliers Online Travel Bookings made through this website.



### **33. Disputes**

Any dispute concerning services received with respect to any Online Travel Booking shall be settled between you and the merchant and/or travel services supplier. American Express bears no responsibility for resolving such disputes, or for the dispute itself.

### **34. Analysis Policy**

American Express reserves the right to perform statistical analyses of user behaviour and characteristics in order to measure interest in, and use of, the various areas of the website and to inform advertisers and or suppliers of such information as well as the number of users that have been exposed to or clicked on their advertising banners. Such analysis and any associated data from these analyses used by American Express or provided to third parties will be in aggregated form only. American Express will not provide any individual or personally identifiable information.

### **35. Privacy**

Authority to American Express International, Inc. under the Privacy Act 1988 (Cth) ("Privacy Act"): To provide you with online travel services, American Express International, Inc. needs to: collect personal information about you, and obtain your agreement in relation to handling this personal information. If you do not provide the information requested or give your agreement below, American Express International, Inc. may not be able to provide you with the online travel service. The American Express Privacy Policy Statement sets out policies on management of personal information. In accordance with the Privacy Act, you can access personal information about you held by American Express International, Inc., 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 to enquire generally about privacy matters, write to - The Privacy Officer, American Express International, Inc., GPO Box 1582, Sydney NSW 2001. In this section 'personal information' means information about you, including your financial circumstances and the use of the Online Travel Booking service.

You agree that, subject to the Privacy Act, American Express and its agents may do the following:

- Exchange personal information with airlines, hotels, and any other suppliers providing travel related services on this website ("Suppliers") including airlines, computer reservation systems (CRS), hotels, car hire companies, tour companies, travel insurance companies, cruise operators and other travel related service providers, in booking and selling transport, accommodation and other travel related services.
- Use your 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, e-mail or telephone or having our related companies do so directly. You understand that American Express will remove your name from such lists if you ask us to. You understand that you can call 1300 362 991 if you want to remove your name from our marketing lists.
- Transfer personal information confidentially to American Express' related companies and other organisations which issue or service American Express, subject to appropriate conditions of confidentiality. This includes transferring personal information to the United States or other countries for data processing and servicing.
- Monitor and record your telephone conversations with American Express from time to time in order to train our staff and control our service quality.

You also agree that where you have provided American Express with information about another individual, you will make sure that such individual is aware of:

- your supplying that individual's information to American Express and the purposes for which that information has been collected;
- their ability to access that information in accordance with the Privacy Act (and to advise American Express if they think the information is inaccurate, incomplete or out-of-date); and
- the contact details of the American Express Privacy Officer as noted above.

The Transportation Security Administration ("TSA") requires American Express to collect information from you for purposes of watch list matching, under the authority of 49 U.S.C. section 114, and the Intelligence Reform and Terrorism Prevention Act of 2004. Providing this information is voluntary; however, if it is not provided, you may be subject to additional screening or denied transport or authorisation to enter a sterile area. TSA may share information provided by you with law enforcement or intelligence agencies or others under its published system of records notice. For more information on TSA Privacy policies or to view the system of records notice and the privacy impact assessment, please see TSA's web site at [www.tsa.gov](http://www.tsa.gov).

### **36. Cookies and Information Collected Automatically**

In addition to the information collected by us when you browse the Online Travel Booking Site, as noted in our Privacy Statement, the Site permits third party advertising cookies to be served to your computer for the purpose of serving interest-based advertising. These cookies are used by our third party advertising providers (such as DoubleClick) to track your browsing activity across the Online Travel Booking Site as well as across other websites that have partnered with those advertising providers. They use this information to display ads on the Online Travel Booking Site and those other websites that they believe to be more relevant to your specific interests and therefore more useful to you. You have the right to choose whether or not to accept cookies.

You can exercise this right by amending or setting the controls on your browser to reflect your cookie preferences. However, please note that if you choose to refuse cookies you may not be able to use the full functionality of the Online Travel Booking Site. The "help" portion of the toolbar on most Internet browsers will tell you how to change your browser cookie settings, including how to have the browser notify you when you receive a new cookie, and how to disable cookies altogether

®Registered Trademark of American Express Company