

David Jones Storecard and David Jones American Express Reward Points Terms and Conditions

Effective August 2016, these Terms and Conditions supersede any previous reward Terms and Conditions for the David Jones Storecard, David Jones American Express Card, or the David Jones American Express Platinum Card. If you have not already accepted this agreement, you now accept it by using your Card or your account.

DAVID JONES



David Jones Storecard Members

Reward Points earned by David Jones Storecard Members will be converted automatically into either:

- Gift Card points (for redemption through David Jones Gift Card Rewards); or
- Qantas Points (for redemption through the Qantas Frequent Flyer program),

as described below.

David Jones American Express Card Members and David Jones American Express Platinum Card Members

Reward Points earned by David Jones American Express Card Members and David Jones American Express Platinum Card Members will be converted automatically into either:

- Membership Rewards points (for redemption through the Membership Rewards program); or
- Qantas Points (for redemption through the Qantas Frequent Flyer program),

as described below.

1. Definitions

'our, we, us' – American Express Australia Limited (ABN 92 108 952 085).

'Card' and 'account' – the David Jones American Express Card or the David Jones American Express Platinum Card or the David Jones Storecard and account we issue to you.

'Card Member' – the person in whose name the account is opened and who is responsible for all transactions on the account.

'David Jones Gift Card Rewards program' – means the Gift Cards Rewards program for David Jones Storecard Members.

'David Jones' – means David Jones Pty Limited (ABN 75 000 074 573).

'frequent traveller program' – the various rewards programs and/or frequent guest programs operated by participating airlines and hotels in the Membership Rewards program (but does not include Qantas Frequent Flyer).

'frequent traveller rewards' – rewards offered by frequent traveller programs in the Membership Rewards program.

'Gift Card points' – points awarded under David Jones Gift Card Rewards.

'Membership Rewards points' – loyalty points awarded under the Membership Rewards program.

'Membership Rewards program' – means the American Express Membership Rewards program for David Jones American Express Card Members and David Jones American Express Platinum Card Members.

'non-frequent traveller rewards' – all rewards provided through the Membership Rewards program other than frequent traveller rewards including merchandise, foreign currency, vouchers, gift cards, e-gift cards, points for credit, points for travel and such other rewards that may be added from time to time.

'Program' – means the way Card Members may earn and redeem Reward Points under this agreement.

'Qantas Frequent Flyer account' – a membership account in the Qantas Frequent Flyer program.

'Qantas Points' – points issued under the Qantas Frequent Flyer program.

'Qantas Frequent Flyer program' – the loyalty program of that name operated by or on behalf of Qantas Airways Limited.

'Rewards Account' – means the account(s) opened for a Card Member by American Express for the purpose of accruing Rewards Points under this agreement.

'Reward Points' – the reward points you earn in this Program.

'Supplementary Card holder' – a person who holds and is authorised to use a Supplementary Card (being a Card issued on a Card Member's account).

'travel agent program partner' – a travel agent that American Express

agrees may provide non-frequent traveller rewards under the Membership Rewards program.

'you, your' – means the Card Member.

2. Eligibility and Enrolment

- 2.1 If you have a David Jones Storecard you must opt in to be enrolled in the Program (which is available on the application or registration form).
- 2.2 David Jones American Express Card Members and David Jones American Express Platinum Card Members are automatically enrolled in the Program.
- 2.3 Only accounts kept in good standing and which are not overdue are eligible to participate in the Program.

3. Earning Reward Points

- 3.1 Except for promotional offers and the categories listed in clause 3.5 below, you will accrue a designated number of Reward Points (earn rate), as outlined in the following table or as notified to you from time to time, for every one Australian dollar spent on goods and services, charged and billed on your account. Subject to these Terms and Conditions, Reward Points are calculated on each purchase of goods or services charged to your Card. Each purchase is rounded down to the nearest dollar then multiplied separately by the applicable earn rate to determine the number of Reward Points awarded. However, only whole Reward Points will be earned. We will disregard and not accumulate a fraction of a Reward Point.

Reward Points Earned	David Jones Storecard	David Jones American Express Card	David Jones American Express Platinum Card
Reward Points per dollar spent at major supermarkets and petrol stations	n/a	3	3
Reward Points per dollar spent at David Jones	1	2	4
Reward Points per dollar spent everywhere else	n/a	1	1

"Major supermarkets" are Bi-Lo, Coles, Fishers, Food For Less, Fresh Provisions, Harris Farm Markets, IGA, Macro Wholefoods' Safeway, Supabarn, Thomas Dux and Woolworths. Applies to transactions in Australia only.

"Major petrol stations" are Ampol, BP, Caltex Woolworths, Gull, Metro, Mobil, Peak, Safeway Petrol, Shell, United, Woolworths Petrol and 7 Eleven. Applies to transactions in Australia only.

Exceptions may apply if individual retailers do not accept American Express as a form of payment.

- 3.2 You cannot pool or combine your Reward Points with points accrued by another Card Member.
- 3.3 Reward Points earned by any Supplementary Card holders will automatically accrue to your Rewards Account only. Supplementary Cards cannot be enrolled separately from your Rewards Account.
- 3.4 If we approve, and you have kept your David Jones Storecard in addition to your David Jones American Express Card, eligible spend on your David Jones Storecard will automatically accrue Reward Points to your Rewards Account at the same rate as your David Jones American Express Card. Note that this does not apply if you hold a David Jones American Express Platinum Card.

- 3.5 No Reward Points will accrue in respect of:
- Cash Advances and other cash services;
 - American Express Travellers Cheque purchases;
 - Interest charges;
 - Fees and charges, including annual Card fees;
 - Charges for the pay portion of a Points + Pay Membership Rewards redemption;
 - Charges in relation to promotional offers which we exclude from Reward Points accrual;
 - Charges for which we do not receive payment in full for any reason; and
 - Balance Transfers from other credit Card Accounts and the David Jones Storecard. However, we reserve the right to offer Reward Points on Balance Transfers as part of specific promotions and subject to any conditions we think fit.
- 3.6 Adjustments will be made to your Reward Points balance if there are any credits posted to your account including those arising from returned goods or services or from billing disputes.
- 3.7 Reward Points accrued in your Rewards Account have no monetary value.

4. Notice of Accumulated Reward Points

We will notify you of the balance of Reward Points accrued in your reward account in your monthly account statement.

5. Your Rewards Programs

- 5.1 If you hold a David Jones Storecard only, you can choose to select as your rewards program either:
- (a) David Jones Gift Card Rewards program – your Reward Points will automatically convert to Gift Card points in accordance with clause 6 below; or
 - (b) the Qantas Frequent Flyer program – your Reward Points will automatically convert to Qantas Points in accordance with clause 8 below.
- 5.2 If you hold a David Jones American Express Card or David Jones American Express Platinum Card, you can choose to select as your rewards program either:
- (a) the Membership Rewards program – your Reward Points will automatically convert to Membership Rewards points in accordance with clause 7 below; or
 - (b) the Qantas Frequent Flyer program – your Reward Points will automatically convert to Qantas Points in accordance with clause 8 below.
- 5.3 You may opt to switch from the Membership Rewards program or David Jones Gift Card Rewards program (as applicable) to the Qantas Frequent Flyer program or vice versa no more than once each year.
- 5.4 Membership Rewards points and Gift Card points are not convertible to Qantas Points. If you choose to change your rewards option from the Membership Rewards program or the David Jones Gift Card Rewards program to the Qantas Frequent Flyer program you cannot convert your existing Membership Rewards points or Gift Card points balance to Qantas Points and you must redeem your Membership Rewards points and Gift Card points within 30 days of notification of the change or otherwise they will be forfeited.
- 5.5 Qantas Points are not convertible to Membership Rewards points, Gift Card points or Reward Points. If you choose to change your rewards option from the Qantas Frequent Flyer program to the Membership Rewards program or David Jones Gift Card Rewards you cannot convert your existing Qantas Points balance to Membership Rewards points or Gift Card points. Your Qantas Points remain subject to the Terms and Conditions of the Qantas Frequent Flyer program available at qantas.com/terms

6. Selecting the David Jones Gift Card Rewards program (David Jones Storecard Only)

- 6.1 If you select David Jones Gift Card Rewards, your Reward Points will convert to Gift Card points as follows:

1 Reward Point = 1 Gift Card point

- 6.2 Gift Card points can only be redeemed for David Jones Gift Cards.
- 6.3 The number of Gift Card points required for any particular David Jones Gift Card is determined by us, and is available on request and may change from time to time.
- 6.4 David Jones Gift Cards are subject to availability and the terms and conditions listed on the back of the David Jones Gift Card.
- 6.5 Any dispute concerning goods or services received from a David Jones Gift Card must be settled between you and David Jones. We will bear no responsibility for resolving such disputes, or for the dispute itself.
- 6.6 Once delivered to you, we are not responsible for lost or stolen David Jones Gift Cards.
- 6.7 Redeemed David Jones Gift Cards are not exchangeable and are not refundable, replaceable or transferable for cash or a credit on your Card. David Jones Gift Cards are valid for a minimum period of 3 months from the date of issue, unless otherwise stated.
- 6.8 Gift Card points have no monetary value.
- 6.9 We may suspend the David Jones Gift Card Rewards program on giving you reasonable notice unless required to do so by law or to protect our systems in which case we shall not be required to give you notice.

7. Selecting the Membership Rewards program (David Jones American Express Card or David Jones American Express Platinum Card)

- 7.1 If you select the Membership Rewards program, your Reward Points will convert to Membership Rewards points as follows:

1 Reward Point = 1 Membership Rewards point

- 7.2 Membership Rewards points can be redeemed for David Jones Gift Cards, Frequent Traveller Rewards, Non-Frequent Traveller Rewards, Points for Travel, to Shop with Points, or Points + Pay online at David Jones, and Credit on the Card, provided your account and all your other accounts with us are kept in good standing and not overdue.
- 7.3 Membership Rewards points have no monetary value.
- 7.4 Membership Rewards points accrued through Reward Points cannot be combined with Membership Rewards points earned on any other American Express Card Account.

8. Selecting the Qantas Frequent Flyer program

- 8.1 If you select the Qantas Frequent Flyer program, your Reward Points will automatically convert to Qantas Points on a monthly basis (after we receive your correct Qantas Frequent Flyer membership number) as follows:

**David Jones Storecard
1 Reward Point = 0.5 Qantas Points**

**David Jones American Express Card and
David Jones American Express Platinum Card
1 Reward Point = 0.75 Qantas Points**

- 8.2 Only whole numbers of Qantas Points will be credited to your Qantas Frequent Flyer account.
- 8.3 Qantas Points can be redeemed for a broad range of Award flights, vouchers and merchandise. To see what Qantas Points can be redeemed for, visit qantas.com/usingpoints
- 8.4 The redemption of Qantas Points is subject to the Terms and Conditions of the Qantas Frequent Flyer program, available at qantas.com/terms

- 8.5 The number of seats available for award flight bookings through the Qantas Frequent Flyer program is limited and some flights may not have any award seats available.
- 8.6 The Qantas Frequent Flyer program can be changed, suspended or terminated by Qantas in accordance with the Qantas Frequent Flyer program Terms and Conditions.
- 8.7 Reward Points can only be converted to Qantas Points and credited to a Qantas Frequent Flyer account in the same name as the Card Member.
- 8.8 All Qantas Points are subject to the Terms and Conditions of the Qantas Frequent Flyer program, available at qantas.com/terms
- 8.9 To earn and redeem Qantas Points you must be a member of the Qantas Frequent Flyer program first. Enrolment in the Qantas Frequent Flyer program is solely your responsibility. A joining fee usually applies, however American Express has arranged for this to be waived for Card Members who select the Qantas Frequent Flyer program as their reward program linked to the Card and who are not already Qantas Frequent Flyer members – join by visiting qantas.com/joinffdavidjones
- 8.10 You must advise us of your Qantas Frequent Flyer program membership number. If we have not been notified of your Qantas Frequent Flyer program membership number, your Reward Points will continue to accrue but we will not be able to convert them to Qantas Points and credit them into your Qantas Frequent Flyer account until we have received your Qantas Frequent Flyer program membership number.
- 8.11 Once Rewards Points have been converted to Qantas Points in the Qantas Frequent Flyer program, they may not be converted back to Membership Rewards points or Gift Card points.
- 8.12 We may suspend this reward program option on giving you reasonable notice unless required to do so by law or to protect our systems in which case we shall not be required to give you notice.

Clauses 9 – 14 only apply where you have selected your rewards program as the Membership Rewards program

9. Redeeming Membership Rewards points through the Membership Rewards program

- 9.1 Membership Rewards points can be redeemed for David Jones Gift Cards, Frequent Traveller Rewards, Non-Frequent Traveller Rewards, Points for Travel, to Shop with Points, or Points + Pay online at David Jones, and Credit on the Card, provided your account and all your other accounts with us are kept in good standing and not overdue.
- 9.2 Membership Rewards points have no monetary value.
- 9.3 Membership Rewards points accrued through Reward Points cannot be combined with Membership Rewards points earned on any other American Express Card Account.

10. Non-Frequent Traveller Rewards

- 10.1 Membership Rewards points may be redeemed for non-frequent traveller rewards by any Supplementary Card holder and/or other third parties only when we have received prior written authorisation from you.
- 10.2 You can purchase Membership Rewards points for the redemption of any reward but any Membership Rewards points purchased must be redeemed for rewards at the time of purchase. Membership Rewards points can only be purchased in multiples of 1,000 for the relevant fee displayed at the time of purchase and the cost will be billed to your account.
- 10.3 All rewards are subject to availability and restrictions may apply.
- 10.4 Once delivered we are not responsible for any lost or stolen rewards, reward certificates, vouchers or tickets. Claims for undelivered gift card or voucher rewards must be raised within 28 days post redemption, after this time no claims will be accepted.
- 10.5 The number of Membership Rewards points required for any particular David Jones Gift Card is determined by us, and is available on request and may change from time to time.

- 10.6 David Jones Gift Cards redeemed under the Membership Rewards program are subject to the conditions in clauses 6.4 to 6.7.
- 10.7 Gift cards, e-gift cards or voucher rewards redeemed under the Membership Rewards program cannot be exchanged for other rewards and are not refundable, replaceable or transferable for cash or a credit on your Card. Gift card or voucher rewards are valid for a minimum period of 3 months from the date of issue, unless otherwise stated.
- 10.8 Should your non-frequent traveller reward not be available within the timeframe confirmed at time of redemption we may communicate to you an alternate delivery timeframe and/or (at our reasonable discretion) supply an alternative reward of equal or greater value to that which was redeemed by you.

11. Frequent Traveller Rewards

- 11.1 You may only redeem Membership Rewards points into a participating frequent traveller program(s) in your name. Membership Rewards points transferred to a frequent traveller program account in any other name will be returned to your reward account. Once Membership Rewards points are redeemed for frequent traveller rewards, they may not be converted back to Membership Rewards points.
- 11.2 To redeem Membership Rewards points for any frequent traveller program you must be a member of the applicable program. Enrolment in such programs is solely your responsibility and fees may apply.
- 11.3 You can purchase points for the redemption of any reward but any points purchased must be redeemed for rewards at the time of purchase. Points can only be purchased in multiples of 1,000 for the relevant fee set out in the schedule of fees and the cost will be billed to your primary account.
- 11.4 A minimum number of Membership Rewards points must be transferred to a frequent traveller program, as outlined in the following table:

Frequent Traveller program	Minimum Membership Rewards Points Transfer
Singapore Airlines KrisFlyer Cathay Pacific Asia Miles™ Thai Airways International Royal Orchid Plus	5,000 Membership Rewards points
Velocity Frequent Flyer Virgin Atlantic Flying Club Air New Zealand Airpoints™ Emirates Skywards And any other participating frequent flyer program not specifically listed here	2,000 Membership Rewards points
Etihad Guest Hilton HHonors Starwood Preferred Guest	1,000 Membership Rewards points
Malaysia Airlines Enrich	500 Membership Rewards points

- 11.5 Membership Rewards points must be transferred in multiples which enable a whole number of the selected frequent traveller program points to be received.
- 11.6 Membership Rewards points transferred to frequent traveller programs are subject to, and Card Members must comply with, the terms and conditions of those programs.
- 11.7 The conversion rate applicable for redeeming Membership Rewards points into points in frequent traveller programs varies among those programs.
- 11.8 Whilst we will endeavour to process requests to transfer Membership Rewards points to frequent traveller rewards promptly, we have no control over and assume no responsibility for the speed at which frequent traveller rewards are credited on the systems of the relevant frequent traveller program.

- 11.9 Card travel insurance and benefits do not apply to flights taken or tickets issued using a frequent traveller program unless (i) you have enrolled in a Card travel insurance and benefit program expressly offering an option for airline rewards program partner ticket coverage; (ii) all fees relating to the particular program have been paid; and (iii) you have otherwise complied with the terms and conditions of the particular travel insurance and benefit program. For David Jones American Express Platinum Card Members, overseas travel insurance may apply to frequent traveller rewards, subject to conditions. Call 1300 36 89 89 for details.

12. Points for Travel

- 12.1 You may redeem Membership Rewards points for prepaid travel of a nominated value booked through any travel agent Membership Rewards program partner with Membership Rewards point-of-purchase redemption capability or through American Express Membership Travel Services.
- 12.2 Subject to the standard booking terms and conditions of the travel partner the travel you redeem using Membership Rewards points may be booked for any person.
- 12.3 Supplementary Card holders and/or other third parties may only redeem Membership Rewards points for travel when we have received prior written authorisation from you.
- 12.4 Once Membership Rewards points are redeemed for a travel booking, the booking may not be converted back to Membership Rewards points and the booking is non-transferable and non-refundable.
- 12.5 Membership Rewards points cannot be redeemed for commercial travel bookings, Australian currency or travel for resale or promotional purposes.
- 12.6 You are solely responsible for any (i) insurances; (ii) airport transfer fees; (iii) airport taxes; (iv) fuel surcharges, levies; and (v) other service fees and charges relating to any Membership Rewards travel booking through any of our travel agent Membership Rewards program partners. Such fees will be advised at the time of booking. In addition, you may be requested to pay airport taxes on departure.
- 12.7 All travel bookings made by redeeming Membership Rewards points are subject to availability and the terms of this agreement. This agreement prevails over the terms and conditions of any airline, hotel or tour operator connected with any travel bookings.
- 12.8 Changes are only permitted on travel bookings made by redeeming Membership Rewards points, in accordance with this agreement and the standard terms of the applicable travel agent Membership Rewards partner program. Changes may be subject to the travel agent program partners' applicable fees and any additional amendment fee as required and advised at time of change by American Express Membership Travel Services or the travel agent Membership Rewards program partner.
- 12.9 Travel bookings made by redeeming Membership Rewards points may not be eligible for airline reward partner points, depending on the airline carrier.

13. Shop with Points

You can redeem Membership Rewards points when you shop online at davidjones.com.au. You can choose to pay with Membership Rewards points or a combination of Points + Pay.

- 13.1 Your David Jones American Express Card or David Jones American Express Platinum Card must be enrolled in Membership Rewards in order to use this service. Terms and Conditions apply to all Membership Rewards redemption options and redemption is subject to availability. Subject to your account being kept in good standing and not overdue. The amount of Membership Rewards points required for redemption are subject to change at any time. A minimum of 3,000 points must be redeemed at any one time.
- 13.2 If redeeming with Points + Pay, the 'pay' component of your purchase will be automatically billed to your David Jones American Express Card Account and will appear on the first billing statement following redemption. You will earn Membership Rewards points on the 'pay' component of your purchase only. David Jones American Express and David Jones American Express Platinum Card Members are also eligible to receive Card Member benefits when purchasing items online, including those made using

Membership Rewards points, provided they indicate by checking the relevant box that they will be paying with their David Jones American Express Card when prompted during the checkout journey. David Jones American Express Card Members are eligible to receive these benefits regardless of the portion of their payment that is made with Reward Points.

14. Credit on the Card

The redemption of Membership Rewards points for credit will be administered by us within 3 business days and cannot be reversed. Membership Rewards points for credit will be credited to the standard plan on your account. Membership Rewards points for credit is not redeemable for cash via credit balance refund.

15. Changes to the Membership Rewards program

- 15.1 We may add reward partners and reward benefits and make non-material changes to these terms at any time without giving prior notice to you.
- 15.2 We may vary the number of Membership Rewards points required to purchase a specific reward at any time without giving you prior notice. However, we will give you at least 60 days notice if we choose to significantly increase the number of Membership Rewards points required to redeem rewards as a whole unless this increase is as a result of an increase in the cost to us in providing such rewards.
- 15.3 We may remove rewards which we believe are not material to the Membership Rewards program without prior notice. This may include the removal of certain rewards partners and/or the removal of certain reward products supplied by those partners. For rewards and reward partners which we do consider material to the Membership Rewards program we may remove such rewards on giving you no less 90 days prior notice provided that we shall not be obliged to give you notice if the removal was required by law.
- 15.4 We may suspend the Membership Rewards program on giving you reasonable notice unless required to do so by law or to protect our systems in which case we shall not be required to give you notice. We may terminate the Membership Rewards program at any time provided we give you 90 days prior notice unless we are required by law to terminate the Membership Rewards program in which case we shall not be required to give you prior notice.

16. Reward Account

- 16.1 If any of your accounts with us are not in good standing, are overdue (we do not receive payment within 40 days of the account statement date) or if you are in breach of any conditions applicable to any Card, then any Reward Points (or any Membership Rewards points or Gift Card points as applicable) accrued by you relating to the overdue amount will be forfeited, your privilege to earn Reward Points may be removed, and if you have selected the Membership Rewards program or David Jones Gift Card Rewards program, your privilege to redeem Membership Rewards points or Gift Card points as applicable may be removed.
- 16.2 We reserve the right to withdraw all Card benefits from you and any Supplementary Card holder due to the failure of you or the Supplementary Card holder to adhere to the conditions applicable to any Card.
- 16.3 If you cancel your Card or if, for any reason, we cancel your account, any Reward Points accrued in your Rewards Account (and any accrued Membership Rewards points and Gift Card points as applicable) will be forfeited and will not be capable of transfer, conversion or redemption.
- 16.4 Provided the Card Account and Rewards Account have not been cancelled and such request is made within 3 months of your Card Account statement date to which your accrued Reward Points relate and you bring your account back into good standing, you may request we reinstate forfeited Reward Points, Membership Rewards points or Gift Card points as the case may be. If you so request, a reinstatement fee as advised to you will be payable. Generally, your account will be cancelled by us if we do not receive payment within 3 months of your Card Account statement date. Once your account is cancelled or 3 months has elapsed since the original statement date to which your accrued Reward Points relate, then, any such forfeited Reward Points, Membership Rewards points or Gift Card points as the case may be cannot be reinstated.

17. Our Liability to you

- 17.1 To the fullest extent of the law we make no warranties or representations, either expressed or implied, and expressly disclaim any and all liabilities (including for consequential damages) with respect to type, quality, standard, fitness or suitability for any purpose of rewards provided under the Program. Warranty claims should be directed to the manufacturer or service provider in accordance with their warranty information (if applicable) and we will provide you with such proof of purchase information as reasonably available to allow you to pursue such claims. Where we supply goods or services to you as a consumer as defined in the Competition and Consumer Act 2010 ('the Act'), then nothing in this clause excludes, restricts or modifies any liability, right or remedy imposed or conferred by the Act. However, to the extent permitted by the Act, our liability is limited (at our option) to supplying the goods or services again or paying the equivalent cost of supplying the goods or services again.
- 17.2 Where Membership Rewards points are redeemed via the Membership Rewards program and used for travel bookings with an American Express partner you acknowledge that such travel bookings are supplied by third parties and not American Express. Upon redeeming Membership Rewards points for a travel booking with an American Express travel partner, you agree to release us, our subsidiaries and affiliates from any and all liability in respect of the redemption or use of such reward or other participation in the Membership Rewards program. We will bear no responsibility for resolving any dispute between you and the travel partner.
- 17.3 Where Membership Rewards points are redeemed via the Membership Rewards program and used for travel bookings with American Express Member Travel Services we act as agent for the supplier or service provider (such as an airline) in booking or arranging all transport, sightseeing, hotel accommodation and other travel-related services for you. We do not own, manage, control or operate any supplier of services, and all coupons, receipts and tickets that you 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, you agree that we shall not be liable for any loss, injury or damages to you or your belongings or in connection with any accommodation, transport or other services or resulting directly or indirectly from occurrences beyond our control, including breakdown in equipment, strikes, theft, delay or cancellation or change in itinerary or schedule, etc. Also remember that travel documents, if necessary, and compliance with customs regulations, if applicable, are your responsibility.
- 17.4 Once we have transferred Membership Rewards points following your instructions we assume no responsibility for the Membership Rewards points redeemed into a frequent traveller program or for the actions of any airline and/or hotel in connection with its frequent traveller program or otherwise.
- 17.5 We assume no responsibility for any loss or damage incurred in the connection with the Qantas Frequent Flyer program or redeeming your Qantas Points within the Qantas Frequent Flyer program.

18. Changes to these Terms

- 18.1 We may suspend the Program, the Membership Rewards program and/or the David Jones Gift Card Rewards program on giving you reasonable notice unless required to do so by law or to protect our systems in which case we shall not be required to give you notice. We may terminate the Program, the Membership Rewards program and/or the David Jones Gift Card Rewards program at any time provided we give you 90 days prior notice unless we are required by law to terminate in which case we shall not be required to give you prior notice.
- 18.2 We may change the standard Reward Points accrual rates applicable to the Card on giving you 90 days prior written notice.
- 18.3 We may change the standard conversion rate for Reward Points to Membership Rewards points, Gift Card points or Qantas Points on giving you 90 days prior written notice.
- 18.4 We may make other material changes to these terms and conditions by giving you at least 30 days notice.

19. Privacy and Personal Information

The American Express and David Jones Joint Privacy Policy sets out our policies on management of personal information. In accordance with the Privacy Act, you can access personal information about you held by us, 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 enquire generally about privacy matters, write to – The Privacy Officer, American Express Australia Limited, GPO Box 1582, Sydney NSW 2001.

In this section 'personal information' means information about you including your financial circumstances and the use and administration of the Program. You agree that, subject to the Privacy Act, we and our agents may do the following:

Partners

If you select the Membership Rewards program, we may provide personal information to: frequent traveller reward suppliers, non-frequent traveller reward suppliers, our agents, affiliates and related companies for the purposes of marketing, planning, product development and administration of the Program or the Membership Rewards program and seek from and exchange with such organisations personal information about you.

If you select the Qantas Frequent Flyer program, we may provide personal information to: Qantas Airways Limited (and any related body corporate of Qantas) and any company, organisation or person which operates, or supplies goods or services to, the Qantas Frequent Flyer program, and our agents, affiliates and related companies for the purposes of marketing, planning, product development and administration of or under the Program or the Qantas Frequent Flyer program and seek from and exchange with such organisations personal information about you.

Marketing lists

We may 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, email or telephone or having our related companies do so directly. Please call us on 1300 368 989 if you wish to have your name removed from our marketing lists.

Transfer of your personal information overseas

American Express and David Jones are global organisations and we may use international entities to help our business functions. As a result American Express and/or David Jones may need to share your information outside of Australia. It is impracticable to list out each and every country that American Express and/or David Jones may share your information to, but such countries include the United States of America, New Zealand, Malaysia, India and the United Kingdom. David Jones may also transfer your information to South Africa. In each case the party sharing the information will ensure that any transfer of your personal information and credit information is subject to appropriate conditions of confidentiality and security to ensure your information is handled in a manner consistent with the Australian Privacy Principles.

Call monitoring

We may monitor and record telephone conversations with you from time to time, including for the purposes of service quality and coaching.

20. General

- 20.1 Fraud and/or abuse relating to the earning of Reward Points, the conversion of Reward Points either into Membership Rewards points, Gift Card points or Qantas Points, or the redemption of Membership Rewards points through the Membership Rewards program or the redemption of Gift Card points through David Jones Gift Card Rewards, may result in forfeiture of Reward Points, Membership Rewards points, Gift Card points or Qantas Points as well as cancellation of the reward account.
- 20.2 You are 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.

- 20.3 All questions or disputes regarding eligibility for the Program, Reward Points accrual, or conversion of Reward Points to either Membership Rewards points in the Membership Rewards program, Gift Card points in the David Jones Gift Card Rewards program or Qantas Points in the Qantas Frequent Flyer program, will be resolved by us at our sole discretion. Any such questions or disputes must be brought to our attention and resolved within 11 months.
- 20.4 The Rewards Account and Reward Points are not transferable.
- 20.5 Our failure to enforce a particular term or condition does not constitute a waiver of that term or condition by us.
- 20.6 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. Your rights under this agreement are personal to you and may not be assigned without our written consent.
- 20.7 This agreement is governed by the State or Territory of Australia as stated on your billing address or if your billing address is overseas, as stated on your last known Australian billing address.
- 20.8 Reward Points accrued in your reward account, Membership Rewards points, and Gift Card points are not your property. Except with our prior consent, Reward Points, Membership Rewards points and Gift Card points cannot be transferred to any other person, entity or reward account, whether by operation of law or otherwise.