

Diners Club Business/Corporate Card Terms and Conditions

Effective 9 November 2023

Important

These terms and conditions apply to the Diners Club Business Card and the Diners Club Corporate Card.

Please read these terms and conditions carefully before using your Diners Club Card.

We recommend that you keep this booklet for future reference. If you misplace this booklet or do not understand any part of it, please contact Diners Club Customer Service on 1300 360 180.

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Diners Club Business/Corporate Card Terms and Conditions

1A How we may exercise our rights and discretions and when we may be liable

We'll exercise any rights or discretions that we have under these terms and conditions in a fair and reasonable manner. That includes whenever we are:

- (a) forming an opinion about a matter, including where we must be satisfied that something has or has not occurred;
- (b) considering any request you make;
- (c) deciding whether to give our consent or to exercise a right, discretion or remedy (for example, including when we may change fees or make changes to the terms of these terms and conditions under clause 20 (changes to these Terms and Conditions), or for incurring costs to which you may be liable);
- (d) exercising our rights to vary terms and conditions, to change benefits or to close rewards programs (if relevant); or
- (e) setting any conditions for doing any of those things.

Some of the factors that we may take into account when exercising our rights and discretions include:

- (f) our obligations under any law, industry code or payment scheme rules that are relevant to the provision of banking services to you (including any changes that make it unlawful for us to continue providing any banking services to you);
- (g) the requirements of any regulator or any guidance given by such a regulator;
- (h) whether we consider on reasonable grounds that your conduct or use of our banking services (or any person you authorise to use our banking service) could reasonably be expected to:
 - (i) involve a breach of law of any place (or a risk of a breach of such a law) by any person, including you or us;
 - (ii) be inconsistent with community expectations or our public commitments

or statements, including those relating to protecting vulnerable persons, the environment or sustainability; or

- (iii) impact on our reputation;
- (i) whether the use of our banking facilities is consistent with how those facilities are intended to be used or how you have told us you will use them;
- (j) the security of our banking systems and the protection of personal information that we hold about any person;
- (k) the protection of our staff, customers and other persons (such as recipients of payments) from:
 - (i) profane, derogatory, discriminatory or harassing comments;
 - (ii) threatening or abusive language; or
 - (iii) physical or psychological harm;
- (l) any material misrepresentations (including by omission) you have made when applying for or operating the banking services or whether you have provided us with satisfactory responses to provide additional information when we have requested you to do so; or
- (m) whether we need to take any action to:
 - (i) fraud or a scam; or
 - (ii) manage any other risk to you or us, including sanctions risk.

If we impose any conditions or requirements to any consents we give, or agree to any request that you make subject to conditions, then you'll need to comply with those conditions or requirements.

If we do not make a decision or do something straightaway, we may still do so later on. This includes where we delay or defer doing so, or we temporarily waive a requirement.

Our rights and remedies under these terms and conditions are in addition to other rights and remedies given by law independently of these terms and conditions.

Our rights and remedies may be carried out by any of our officers or employees, or any person we authorise.

Where we make changes under a rewards program, or bring a rewards program to a close, we will take reasonable steps to ensure you are treated fairly (for example, by making an adjustment to your points value under the program or offering you participation in another program or both).

We are not liable for any loss or damage:

- (n) caused by exercising or attempting to exercise, or failure or delay in exercising, a right or remedy where:
 - (i) there's no breach of a legal duty of care owed to you by us, or by any of our employees or agents;
 - (ii) if there is a breach of such a duty, such loss or damage could not have been reasonably foreseen as a result of any such breach; or
 - (iii) we reasonably exercise the discretion, including because of one or more of the factors set out in this clause 1A; or
- (o) that results from a breach by you of any term of these terms and conditions,

except to the extent such loss or damage is caused by our fraud, negligence or misconduct.

[This does not include liability that would otherwise exist because of Diners Club or Diners Club's employees or agents' fraud, negligence or misconduct.]

1 Definitions

In these Diners Club Business/Corporate Card Terms and Conditions, unless the context otherwise requires:

Account means the Cardholder's charge card Account that is linked to the Organisation's Account. The Account is a sub-account of the Organisation's Account.

Applicable Laws means the laws of Australia and any other jurisdiction to which Diners Club or a related entity of Diners Club is subject.

Application Form means the Business Card or Corporate Card application forms submitted to Diners Club, either directly or through a third party, under which the Organisation and the Cardholder

request that a Diners Club Card be issued to the Cardholder.

ATM means an automatic teller machine.

Australian Dollars means the lawful currency of the Commonwealth of Australia.

Authorised Person means any director or company secretary of the Organisation or any person nominated by the Organisation to act as Authorised Person in the Application Form or by written notice to Diners Club from time to time.

Business Card Account means:

- (a) if the Organisation's application for a Diners Club charge card Account is made using a Diners Club Business Card Application Form; or
- (b) may also be referred to as Diners Club Card or Your Card.

Business Day means a weekday that is not a public holiday or bank holiday in Sydney.

Cardholder means the person who is shown on the Application Form as the person to whom the Diners Club Card is to be issued.

Cash Advance means any debit to the Account which results in, or relates to:

- (a) obtaining actual cash (whether at an electronic terminal or by other means);
- (b) obtaining quasi-cash items such as traveller's cheques;
- (c) payment of a bill where that biller charges the amount as a cash advance; or
- (d) the transfer of funds to another account held by the Cardholder or another person with a financial institution.

Code means any information which we require you to keep secret and which is used to access the Account using an ATM or POS. It includes your PIN.

Contactless Transaction means a transaction made by holding a Card (which is capable of making such transactions) against a contactless enabled terminal without inserting or swiping the Card.

Control Limit means a control limit placed on a Diners Club Card at the request of the Organisation in accordance with clause 3.8.

Corporate Card/Corporate Travel System

Agreement means the agreement signed between your Organisation and Diners Club.

Corporate Card Account means:

- (a) if the Organisation's application for a Diners Club charge card Account is made using a Corporate Card Application Form; or
- (b) may also be referred to as Diners Club Card or Your Card.

Corporate Card Term Sheet means the term sheet signed between your Organisation and Diners Club.

Diners Club means Diners Club Pty Limited ABN 35 004 343 051.

Diners Club Branded Card means a charge card issued to the Account and branded on the front with the Diners Club logo or a VCN.

Diners Club Card means a charge card issued to the Account and includes any Diners Club Branded Card or Mastercard Card or a VCN or any replacement or reissued cards used to access Business Card Accounts or Corporate Card Accounts.

Diners Club Rewards Terms and Conditions means the terms and conditions which set out your and our rights and obligations if you are enrolled as a member of the Diners Club Rewards program. The Diners Club Rewards Terms and Conditions are in these terms and conditions.

Fees means the fees and charges detailed in the Diners Club Fee Schedule set out in these terms and conditions (unless otherwise agreed) as amended from time to time.

Fee Schedule means the fee schedule set out in these terms and conditions (unless otherwise agreed) as amended from time to time.

Liquidated Damages means amounts by way of liquidated damages which Diners Club is entitled to recover under clause 7 in respect of your payment default.

Mastercard Card means a Mastercard branded card issued to an Account.

Member Establishment means:

- (a) a person who has agreed with Diners Club to accept a Diners Club Branded Card or the use

of an Account for the purchase of goods or services; or

- (b) in the case of transactions made using a Mastercard Card, a person that accepts Mastercard branded cards for the purchase of goods and services.

Merchant Type Blocking means restricting the ability of the Cardholder to use the Diners Club Card at selected type(s) of Member Establishment in accordance with clause 3.7.

Organisation means the body corporate, governmental agency, sole trader or other business entity that requests the issue of the Diners Club Card, subject to these terms and conditions, to the Cardholder.

Organisation's Account means the Business Card Account or the Corporate Card Account that is provided by Diners Club to the Organisation.

PIN means personal identification number used in conjunction with your Diners Club Card;

- (a) at an ATM, if your Account has Cash Advance enabled; or
- (b) at a POS.

Points Pooling has the same meaning as in the Diners Club Rewards Terms and Conditions.

These terms and conditions include:

- (a) these Business/Corporate Card Terms and Conditions;
- (b) the application form submitted by Organisation and the Cardholder requesting that a Diners Club Card be issued to the Cardholder; and
- (c) if the Cardholder is enrolled as a member in the Diners Club Rewards Program, the Diners Club Rewards Terms and Conditions.

POS means an electronic point of sale terminal.

you means the Cardholder and the Organisation, jointly and severally (and **your** has a corresponding meaning) unless the context requires otherwise.

VCN means a virtual card number or a token issued by Diners Club and linked to an Account.

2 Accepting these Terms and Conditions

Unless you have previously agreed to these terms and conditions, the first time you use the Diners Club Card or the Account, you accept and agree to these Terms and Conditions.

3 Using the Diners Club Card

3.1 Signing Diners Club Card

For security reasons, the Cardholder must sign Diners Club Card (other than a VCN) as soon as it is received.

3.2 Where the Cardholder can use Diners Club Card

- (a) Unless Merchant Type Blocking has been selected, the Cardholder can use the Diners Club Card or the Account at any Member Establishment in accordance with these terms and conditions. If Merchant Type Blocking is selected, the Cardholder may only be able to use the Diners Club Card at Member Establishments that are not subject to Merchant Type Blocking.
- (b) Diners Club is not responsible for, or liable for, any failure by any person to accept the Diners Club Card. This does not include liability that would otherwise exist because of the fraud, negligence, or misconduct of Diners Club or its employees or agents.
- (c) Diners Club does not make any warranty or representation regarding any goods or services purchased by the Cardholder using the Diners Club Card or the Account.

3.3 Restrictions on the use of Diners Club Card

- (a) You must not use the Diners Club Card or the Account, or allow either to be used, for any unlawful purpose.
- (b) You must not allow any person other than the Cardholder to use the Diners Club Card or the Account.
- (c) You must not use the Diners Club Card or the Account for the purpose of purchasing goods

or services for resale or resupply or to provide working capital.

- (d) If you return any goods or are otherwise entitled to a refund in relation to any goods or services purchased with the Diners Club Card, you agree that the refund will be provided by way of a credit to the Account and that you will not seek or accept the refund in cash.
- (e) You acknowledge and agree that, if Merchant Type Blocking is selected:
- (1) use of the Diners Club Card at a Member Establishment that is subject to Merchant Type Blocking may be declined; and
 - (2) the Cardholder must not use the Diners Club Card at a Member Establishment that is subject to Merchant Type Blocking.
- (f) You acknowledge and agree that, if a Control Limit applies to the Cardholder's Diners Club Card:
- (1) the Cardholder must not exceed the Control Limit placed on that Diners Club Card; and
 - (2) use of that Diners Club Card may be declined if the Control Limit has been or will be exceeded.
- (g) Without limiting any other rights or discretion which Diners Club may have, you agree that Diners Club may:
- delay, block, freeze or refuse to make or receive or credit any payment or payments (or any other transactions) using the services detailed in these terms and conditions (this includes any electronic payments or payments at an agency, and any payments to or from your Account instructed by a Cardholder or any other person authorised by you); and/or
 - suspend or end access to or use of your Account, including any linked cards, PINS, password, or device, or through any service provided for in these terms and conditions,
- where taking action under either or both of the above points is reasonably necessary to prevent a breach or an anticipated breach of the law of Australia or of any other country, to

prevent potentially fraudulent activity or a scam, to manage any risk, to prevent an anticipated material loss to you or to Diners Club arising from the misuse or unauthorised use of the Account or Diners Club's transactional or financial services, or the funds the subject of that transaction will be used to make a payment under another credit facility you have. Diners Club may exercise its rights under either or both of the above points separately or concurrently and for as long as is reasonably necessary to manage any risks. Subject to section 1A, Diners Club will incur no liability to you. Diners Club cannot detect and prevent all such transactions. Diners Club may not give you advance notice (for example if it is reasonably necessary for Diners Club to act quickly to manage a risk), and sometimes Diners Club is not able to explain all of the circumstances to you. If Diners Club don't give you advance notice and where it is reasonable to do so, Diners Club will advise you within a reasonable time of exercising its discretion under this section.

- (h) You declare and undertake to Diners Club that you do not have any reason to suspect that any payment Diners Club makes in accordance with any instructions you give to it using the services detailed in these terms and conditions will breach any law in Australia or any other country.
- (i) You agree that you will provide any information that Diners Club reasonably request connected with the Account and any relevant transactions. Diners Club may continue any action under this section until it receives a satisfactory response. You acknowledge that if Diners Club is not satisfied with your response or you fail to respond in a timely manner, then Diners Club may take this into account when deciding whether or not to close an Account in accordance with these terms and conditions.
- (j) You agree that Diners Club may return funds or deal with funds without notice to manage any risk (subject to section 1A).

- (k) Some purchases or other transactions may require Diners Club approval before they can be completed, or require a Cardholder to enter a security code. If Diners Club do not approve or process, or Diners Club reasonably delay, any transaction Diners Club will not be liable to you or any other person for any loss or damage that you or the other person may suffer as a result except for loss arising as a result of the fraud, negligence or misconduct of Diners Club or its employees or agents.

3.4 Making payments to the Account

- (a) You can make payments to the Account:
 - (1) using any payment option detailed on your statement of account; or
 - (2) using any other method authorised by Diners Club from time to time.
- (b) Payments made after 4pm (AEST) on a Business Day or at any time on a day that is not a Business Day will, unless another time is specified at the point of the transaction, be treated as if made on the following Business Day.

3.5 Initiating charges to the Account

The Cardholder can only make a charge to the Account by:

- (a) presenting the Diners Club Card to purchase goods or services from a Member Establishment and authorising the transaction;
 - (i) by signing an approved charge form; or
 - (ii) by entering your PIN at the POS; or
 - (iii) arranging for a VCN to be sent directly to a Member Establishment.
- (b) providing details of the Diners Club Card or the Account to a Member Establishment or any other person to make payment for goods or services in any manner acceptable to Diners Club (for example, by telephone, over the Internet or by authorising a third person to debit the Account by way of direct debit); or
- (c) using any other method authorised by Diners Club from time to time, for example Contactless Transactions.

3.6 Using Diners Club Card overseas

If you incur charges using your Diners Club Card or the Account in a currency other than Australian Dollars, the amount of the charge will be converted to Australian Dollars at the rate of exchange determined by:

- (1) Diners Club or Diners Club International or its settlement agency, on the date that it received the charge for processing for transactions on a Diners Club Branded Card; or
- (2) Mastercard or its settlement agency on the date that it received the charge for processing for transactions on a Mastercard Card,

and your Account will be charged with a foreign transaction fee as set out in the Fee Schedule or as notified to you from time to time.

3.7 Merchant Type Blocking

- (a) Merchant Type Blocking is available to both Business Card Accounts and Corporate Card Accounts at Diners Club's discretion.
- (b) The Organisation may select Merchant Type Blocking by making a request to Diners Club by calling 1300 360 180 and identifying the type or types of Member Establishment (for example, hotels) to which Merchant Type Blocking is to apply. Merchant Type Blocking will apply from the date on which Diners Club processes the selection.
- (c) The Organisation must notify the Cardholder of the Member Establishment or the types of Member Establishment that are subject to Merchant Type Blocking.
- (d) Although Merchant Type Blocking can be selected to apply to transactions at Member Establishments on both Diners Club Branded Cards and/or Mastercard Cards, certain member establishments may categorise differently depending on whether the transaction is made using a Diners Club Branded Card or a Mastercard Card. Consequently there may be circumstances where a particular Member Establishment has Merchant Blocking applied for one type of Diners Club Card but not for another.

- (e) The Organisation may cancel Merchant Type Blocking or change the type(s) of Member Establishment to which Merchant Type Blocking is to apply at any time by sending a written request (signed by the Authorised Person) to Diners Club. The cancellation of, or changes to, Merchant Type Blocking will apply from the date on which Diners Club processes the cancellation or change.

3.8 Control Limits

- (a) The Organisation may elect to place a Control Limit on the Account. This election can be made by making a request to Diners Club and identifying the Cardholder and Control Limit which is to apply. The Control Limit will apply from the date on which Diners Club processes the election. Please note that Control Limits can only be executed on separate statements and not consolidated statements.
- (b) If the Organisation elects to place a Control Limit on the Account, the Organisation must notify the Cardholder that a Control Limit is to be placed on the Cardholder's Account and of the amount of the Control Limit which is to apply and must ensure that the Cardholder is aware of the restrictions described in this clause 3.8.
- (c) You acknowledge that if a Control Limit is placed on the Cardholder's Account, the Cardholder's use of the Diners Club Card or the Account will be restricted. This means that Diners Club has the right to refuse authorisation of a charge which results in the Control Limit being exceeded.
- (d) You acknowledge that the monitoring and enforcement of each Control Limit relies on technology and other services provided by third parties to Diners Club and may not be effective in all circumstances. If a charge is incurred by the use of the Diners Club Card or the Account by the Cardholder which results in that Cardholder's Control Limit being exceeded, the person(s) liable for charges to the Account under clause 4 is liable for that charge.

- (e) Any Control Limit placed on the Account is not a credit limit on the use of the Diners Club Card approved by Diners Club. Control Limits are designed to operate to assist the Organisation in managing expenditure on the Account.
- (f) The Organisation may cancel or change the Control Limit which applies to the Cardholder at any time by sending a written request (signed by the Authorised Person) to Diners Club. The cancellation of, or change to, the Cardholder's Control Limit will apply from the date on which Diners Club processes the cancellation or change.
- (g) For the purpose of this clause 3.8, you will not be liable for losses that are caused by the fraud, negligence or misconduct of:
 - (i) Diners Club or its employees or agents; or
 - (ii) those companies involved in networking arrangements; or
 - (iii) Member Establishments.

4 Liability for amounts charged

- (a) (1) If you apply for a Diners Club Card using a 'Joint and Several Liability' Application Form, the Organisation and the Cardholder are jointly and severally liable for all charges to the Account (including any taxes, duties, Fees, enforcement expenses or Liquidated Damages).
- (2) If you apply for a Diners Club Card using a 'Company Liability' Application Form, the Organisation is solely liable for all charges to the Account (including any taxes, duties, Fees, enforcement expenses or Liquidated Damages).
- (3) If you apply for a Diners Club Card using an 'Individual Liability' Application Form, the Cardholder is solely liable for all charges to the Account (including any taxes, duties, Fees, enforcement expenses or Liquidated Damages).
- (4) For the avoidance of doubt, each Application Form will clearly state whether it is a 'Joint and Several Liability', 'Company Liability' or 'Individual Liability' Application Form.

- (b) If a charge form is received by Diners Club for payment, Diners Club may rely on that charge form to debit the Account on the basis that the charge described in the charge form was properly incurred at the Member Establishment in the amount, by the person and by the use of Diners Club Card or Account referred to in that form. However, where the Diners Club Card has been reported lost or stolen, or where the Diners Club Card or Account has been reported as fraudulently used, in accordance with clause 8, we may reverse the charge as though it had never applied to the Account.
- (c) A dispute between you or Diners Club and a Member Establishment concerning a charge does not relieve you of your payment obligations in respect of that charge, except where the Diners Club Card or Mastercard Card has been reported lost, stolen, or compromised, or where the Diners Club Card, Mastercard Card or Account has been reported as being subject to unauthorised or fraudulent use, in accordance with clause 8.
- (d) Except to the extent prohibited by law, Diners Club or a third party at the request of the Organisation, may disclose information to the Organisation (or to a third party at the request of the Organisation) about the Cardholder's Diners Club Card or charges incurred using that Diners Club Card subject to our confidentiality obligations under these terms and conditions or to any third party. This may include detailed transaction information such as itemised and categorised purchase information.
- (e) We may continue to debit the Account, and you must pay us for any charges to the Account incurred after the Diners Club Card is cancelled or your right to use the Account is revoked. However, you will not be liable as required by law, and where a charge is a result of fraud not involving you.

5 Statements

- (a) Subject to clause 5(b), Diners Club will issue a paper or electronic version of the statement of account, monthly to:
 - (1) either the Cardholder or the Organisation or nominated third party, depending on which option is selected by the Organisation and notified to Diners Club from time to time.
 - (2) the Organisation or any person nominated by the Organisation, if Points Pooling is accepted by Diners Club under clause 10 of the Rewards Terms and Conditions as applying in relation to the Organisation's Account; or
 - (3) if no option is notified to Diners Club, the Cardholder.
- (b) Diners Club will not issue a statement of account if there have been no transactions during the statement period and there is a zero balance on the Account, in which case no statement of account will be given.
- (c) If Diners Club issues a statement of account to the Organisation for all charges on the Organisation's Account (including all charges on the Account), the Organisation must make the Cardholder aware of the Cardholder's charges payable under that statement of account.
- (d) If Diners Club issues a separate statement of account for the Account to the Organisation, the Organisation must provide a copy of the statement of account to the Cardholder.
- (e) The Cardholder is deemed to have received notice of all charges payable by the Cardholder under a statement of account at the time the Organisation is deemed (under clause 21) to have received that statement of account.
- (f) Despite clause 5(e) and anything else in these terms and conditions, Diners Club undertakes not to take enforcement action under these terms and conditions unless:
 - (1) in the case clause 4(a)(3) applies, the Cardholder has been provided with each relevant statement of account; and

- (2) in the case clause 4(a)(1) applies, the Cardholder has been provided with each relevant statement of account and the payment liability has not been discharged in full by either of the Cardholder or the Organisation.

6 Payments

- (a) The person(s) liable to Diners Club under clause 4 must pay Diners Club an amount equal to the sum of all charges (including any taxes, duties, Fees, enforcement expenses or Liquidated Damages) by the due date specified on that statement of account promptly upon receipt of that statement by either of you.
- (b) For the purposes of clause 6(a), where you receive an electronic paper version of a statement of account, you are deemed to have received a statement at the time when the statement of account is available to be viewed.
- (c) Notwithstanding anything in clause 6(a), if Diners Club reasonably believes that you cannot pay a given charge or charges, Diners Club may, at any time, demand prompt payment of any charge to the Account, by sending written demand to you. If Diners Club does this, the amount demanded is immediately due and payable.

7 Liquidated Damages

- (a) If the Account is a Business Card Account:
- (1) if any amount owing to Diners Club is not received by Diners Club by the 21st day (**'Business Card Default Date'**) after the issue date of a statement of account setting out that amount, you are in default and Diners Club is entitled to charge and recover Liquidated Damages on the overdue amount; and
- (2) Liquidated Damages will be charged at the greater of \$30.00 or 3% on the overdue amount (or any part thereof) that remains unpaid on the Business Card Default Date and the date that is 21 days after the issue date of each statement of account which is

issued on or after the Business Card Default Date from the Business Card Default Date until the earlier of:

- (A) the date payment of the overdue amount is received by Diners Club in full; and
- (B) the date Diners Club cancels the Cardholder's Diners Club Card or revokes the Cardholder's right to use the Account.

(b) If the Account is a Corporate Card Account:

- (1) If any amount owing to Diners Club is not received by Diners Club by the 21st day, or the date specified in your Corporate Card Term Sheet or Corporate Card/Corporate Travel System Agreement (**'Corporate Card Default Date'**) after the issue date of a statement of account setting out that amount, you are in default and Diners Club is entitled to charge and recover Liquidated Damages on the overdue amount; and
- (2) Liquidated Damages will be charged at the greater of \$30.00 or 3% on the overdue amount (or any part thereof) that remains unpaid on the Corporate Card Default Date until the earlier of:
 - (A) the date payment of the overdue amount is received by Diners Club in full; and
 - (B) the date Diners Club cancels the Cardholder's Diners Club Card or revokes the Cardholder's right to use the Account.

(c) Any reference in this clause 7 to the overdue amount includes any Liquidated Damages that have previously accrued due and remain unpaid.

(d) Diners Club's right to recover Liquidated Damages under clause 7 is separate from Diners Club's right to cancel the Diners Club Card and revoke the Cardholder's right to use the Account.

(e) For the avoidance of doubt:

- (1) if you have signed an Individual Liability form under clause 4(a)(3) then only

- the Cardholder will be in default for the purposes of this clause;
- (2) if you have signed a Company Liability form under clause 4(a)(2) then only the Organisation will be in default for the purposes of this clause; and
 - (3) if you have signed a 'Joint and Several Liability' form under clause 4(a)(1), then the Organisation and the Cardholder will be in default for the purpose of this clause.

8 Lost, stolen or fraudulently misused

- (a) You must immediately notify Diners Club if the Diners Club Card is lost or stolen, if a replacement Diners Club Card has not been received by you, or if you suspect that someone has fraudulently used the Diners Club Card or the Account.
- (b) You are not liable for loss arising from an unauthorised transaction where it is clear that you have not contributed to the loss.
- (c) Where a PIN was required to perform an unauthorised transaction, and (b) does not apply your liability for losses arising from the unauthorised transaction will be limited to the lesser of:
 - (i) AU\$150;
 - (ii) the balance of the Account, including any prearranged credit; and
 - (iii) the actual loss at the time we are notified of the loss, theft or unauthorised use of your Diners Club Card or Account or that the security of your PIN has been compromised (but not that portion of the loss incurred on any one day which exceeds the daily or other periodic transaction limit).
- (d) You are not liable for loss arising from an unauthorised transaction if the cause of the loss is any of the following:
 - (i) unauthorised charges incurred after you have notified us that your Diners Club Card is misused lost, stolen or compromised;

- (ii) fraud or negligence by Diners Club or its employee or agent, a third party involved in networking arrangements, or a merchant or their employee or agent;
- (ii) your Diners Club Card or PIN is forged, faulty, expired or cancelled;
- (iv) a transaction requiring the use of your Diners Club Card and/or PIN that occurred before you received your Diners Club Card and/or PIN (including a reissued Diners Club Card and/or PIN)
- (v) a transaction being incorrectly debited more than once to the same Account.

If you believe that the security of your Card, PIN or Account is compromised in any way, or if you require further assistance, please contact our Customer Service Team available 24 hours, 7 days a week on **1300 360 180**.

Please note, you must notify Diners Club immediately if your Diners Club Card, PIN or Account is lost, stolen or compromised. Any delay in reporting this could result in you being held liable for any transactions that occur on your Account.

9 Enforcement expenses

You agree to pay Diners Club, and authorise Diners Club to charge to the Account, all costs or expenses reasonably incurred by Diners Club or its contractors or agents (including all legal costs and collection agency fees) in enforcing or collecting payment of any amount due under these terms and conditions.

10 Payments

10.1 Allocation of payments

A payment made to the Account will, unless Diners Club decides otherwise, be applied towards amounts owed or owing to Diners Club in the following order:

- (a) outstanding charges payable by you (in accordance with clause 6) other than those amounts listed in paragraphs (b) to (e) below;
- (b) amounts payable in respect of Liquidated Damages (in accordance with clause 7);

- (c) Fees which have become due and payable;
- (d) enforcement costs and expenses payable by you (in accordance with clause 9); and
- (e) charges made to the Account which have not yet appeared on a statement of account.

10.2 Payment currency

All payments required under these terms and conditions must be made in Australian Dollars. If Diners Club allows a payment to be made in a currency other than Australian Dollars, the amount of the payment will be converted to Australian Dollars at a rate of exchange determined by Diners Club or Diners Club International or its settlement agency on the date of processing that payment to the Account. For the avoidance of doubt, if this involves a foreign transaction as set out in clause 3.6 of the terms and conditions, then the foreign transaction fee set out in the fee schedule will apply.

11 Dispute resolution

- (a) If you disagree with any amount charged to, or shown as being paid into, the Account, please contact Diners Club as soon as possible on 1300 360 180. You must provide Diners Club with written confirmation of your claim and any supporting evidence upon request.
- (b) Where Diners Club determines, on reasonable grounds, that your claim is a legitimate claim against the Member Establishment, Diners Club will assist you pursue that claim provided that you notify Diners Club of your claim within 2 months of the date of the statement of account on which the disputed amount appears. Where, in Diners Club's reasonable opinion, the claim is against the Member Establishment (for example, a legitimate claim in relation to the supply, use or quality of goods or services purchased using your Diners Club Card) you are not entitled to withhold payment of the disputed amount.
- (c) Disputes against Member Establishments shall be handled differently depending on whether the transaction to which the dispute related was made using a Diners Club Branded Card or a Mastercard Card.

- (i) Disputes related on Diners Club Branded Card transaction:
 - (1) In the event that Diners Club determines that your claim is a legitimate claim, Diners Club may temporarily credit your Account until such time as the charge back claim against the Member Establishment is proven to be valid. Should the charge back claim prove to be valid then Diners Club will reverse the charge to the Member Establishment and convert the temporary credit in your account, if provided, to a permanent credit.
 - (2) Where Diners Club proves, on reasonable grounds, that the charge back claim is not a valid claim, Diners Club will accordingly charge the Main Cardholder's Account and any temporary credit, if provided, will be immediately cancelled.
- (ii) Disputes related to Mastercard Card Transactions. Disputed transactions will generally be resolved in accordance with the Mastercard rules. Diners Club may:
 - (1) resolve a dispute under the Mastercard rules. If we try to resolve a dispute in this way we and you are bound by the Mastercard rules and the result will be governed by the limits imposed by those rules. If you don't tell us about your dispute within 60 days from the date of the transaction it may affect our ability to resolve your claim;
 - (2) claim a right to return the transaction to a Member Establishment for resolution after it is disputed ("Chargeback") where one exists;
 - (3) claim a Chargeback for the most appropriate reason;
 - (4) reject any refusal of a Chargeback by a Member Establishment's financial institution that is inconsistent with the relevant operating rules; and

- (5) at its discretion apply a temporary credit to your Account for the value of the relevant transaction pending resolution of the dispute.

You must comply with any reasonable request Diners Club makes for further information in any form (including a statutory declaration).

12 Fees and taxes

- (a) Diners Club is irrevocably authorised to charge the Account for any Fee that is due and payable. The Fees that may be charged to the Account by Diners Club are detailed in the Diners Club Fee Schedule at the end of this booklet. These Fees may be amended in accordance with clause 21.
- (b) You are liable (in accordance with clause 4) for any tax, duty or other charge imposed by law in Australia (including stamp duty or goods and services tax or other charge in Australia reasonably incurred, unless otherwise stated to be included in the price) incurred by Diners Club, or for which Diners Club is liable to reimburse another person, in respect of the supply or use of the Diners Club Card, the supply to, or use by, the Cardholder of the Account or any other transaction involving the Cardholder or a payment to the Account.

13 Cash Advance

13.1 Access

- (a) You can make withdrawals (that is, obtain a Cash Advance) from the Account using your Diners Club Card and PIN at ATMs that accept Diners Club Cards if your Account has Cash Advance enabled. To obtain Cash Advance you must apply to us, and be allocated a PIN.
- (b) You authorise us to act on the instructions you give us using Cash Advance.
- (c) If you make a cash withdrawal and there is a difference between the amount of cash dispensed by the ATM and the amount shown on the receipt, you must report this to us as soon as possible. You can make your report to us by calling Customer Service on 1300 360 180.

- (d) You accept that:
- (1) the use of Cash Advance may be subject to other limitations imposed by a Member Establishment or Diners Club, including restrictions on the type of EFT transactions that can be carried out at its ATM;
 - (2) not all ATMs will have money available; and
 - (3) any money dispensed to you at an ATM is at your risk once it becomes available for you to collect.

13.2 Transaction limits

We may limit the amount of Cash Advances which you can make from an ATM in the following manner or as selected by the organisation:

- (a) a daily limit of AUD\$400 applies for a continuous 24 hour period from the time of the initial transaction; and
- (b) a weekly limit of AUD\$1,000 applies for a continuous 7 day period from the date of the initial transaction; and
- (c) a monthly limit of AUD\$2,000 applies for a continuous 30 day period from the date of the initial transaction.

You acknowledge that the monitoring and enforcement of each Cash Advance relies on technology and may not be effective in all circumstances. If a Cash Advance is made which results in the Cash Advance limit being exceeded, the person(s) liable for charges to the Account under Clause 4 is liable for that Cash Advance, except where the relevant Cash Advance is incurred due to the fraud, negligence or misconduct actions of Diners Club or its employees or agents

13.3 Fees and Charges

- (a) Each Cash Advance which you make incurs the fees and charges set out in the Diners Club Fee Schedule. This is charged to the Account.
- (b) When using a domestic or an overseas terminal you may be levied an additional surcharge from the ATM owner.

14 Account Security Guidelines

14.1 Diners Club Card and Code Security Guidelines

The security of your Diners Club Card and Codes (such as your PIN) is very important.

This clause outlines your basic obligations concerning Diners Club Card and Code security and contains some suggestions to help you meet these obligations.

If you do not keep your Diners Club Card and Codes secure, you may be liable for transactions on the Account that were not made by you.

- (a) It is your responsibility:
 - (1) not to allow anyone else to use your Diners Club Card or details of your Diners Club Card;
 - (2) not to disclose your Code to any other person;
 - (3) not to record your Code on your Diners Club Card;
 - (4) not to record your Code on any article carried with your Diners Club Card or any article which is liable to loss or theft at the same time as loss or theft of your Diners Club Card (unless your Code is reasonably disguised); and
 - (5) not to allow any other person to see you entering your Code when using an ATM or POS.
- (b) If you cannot memorise your Code, you may record it, as long as the recorded Code is reasonably disguised. As a guide, we do not consider the following examples a reasonable disguise:
 - (1) reversing the number sequence of your Code;
 - (2) disguising your Code as a telephone number and recording the disguised number conspicuously away from other telephone numbers;
 - (3) disguising your Code using alphabetical letters, e.g. A=1, B=2, C=3 etc;

- (4) disguising your Code using the following combinations:
 - (A) a birth date;
 - (B) a car registration number; or
 - (C) your name or the name of a friend or family member;
 - (5) recording the disguised Code on your Diners Club Card; and
 - (6) describing your disguised Code as a 'code record', 'code', 'PIN', 'password', 'username' or other similar terms.
- (c) There may be other ways to disguise your Code that are not reasonable disguises. Please remember that if you disguise or record your Code, and that disguise is not a reasonable one, whether or not that disguise is mentioned above, you may be liable for any unauthorised transactions on the Account that result from the fact that someone else knows your Code.
- (d) You must not store your Code in any electronic device (such as a personal computer or mobile phone) which another person may easily access.

14.2 Things you must tell Diners Club

- (a) If you know or suspect that your:
- (1) Diners Club Card has been lost, stolen or used in an unauthorised way;
 - (2) your Diners Club Card number has been used in an unauthorised way; or
 - (3) Code has become known to someone else, you must tell us immediately by contacting Customer Service, 24 hours a day on 1300 360 180 if calling within Australia or reverse charges on 61 3 8643 2210 if calling outside Australia.
- (b) At the time of your report, you will be given a notification number (or other form of acknowledgment) which you should write down and keep as evidence of the date and time of your report.

15 Cancellation

15.1 Cancellation by Diners Club

Diners Club may, acting reasonably, cancel the Cardholder's Diners Club Card and revoke the Cardholder's right to use the Account with 30 days' prior notice.

We may also cancel the Cardholder's Diners Club Card and revoke the Cardholder's right to use the Account at any time at our discretion. For example, we may do this where:

- the Cardholder's Account has not been used or remained in zero or credit for a reasonable period;
- if Diners Club do not have all the identification information Diners Club needs, or Diners Club have not received a satisfactory response to information it has reasonably requested;
- Diners Club reasonably believe that by allowing the Account to remain open it may adversely impact on Diners Club's reputation;
- Diners Club reasonably believe that by allowing the account or payment facility to remain open, it may cause you or Diners Club loss, or to breach any law or code of conduct or any terms of these terms and conditions;
- a card, security code, identifier or a process intended to prevent unauthorised transactions has been compromised and where Diners Club believe taking such action is reasonably required to manage any risk; or
- if there is more than one Cardholder and a Cardholder asks Diners Club to change the Account authority so that all of you have to approve any withdrawals from the account.

Where Diners Club cancel the Cardholder's Diners Club Card for example because the Account is in default because of overdue payments, or has a credit balance for a prolonged period, Diners Club will usually give you notice before we do so.

Upon becoming aware of the cancellation or revocation, the Cardholder must immediately stop using the Diners Club Card and the Account and you

must destroy the Diners Club Card. We may provide you with notice but are not obliged to do so.

Any outstanding balance must be paid upon cancellation of the Account. If we reinstate the Cardholder's Diners Club Card at any time after cancellation with or without issuing a new Diners Club Card to the Cardholder, these terms and conditions will continue to apply to the use by the Cardholder of the Cardholder's Diners Club Card or the Account.

15.2 Cancellation by the Cardholder

- (a) The Cardholder may cancel the Diners Club Card and/or the Account at any time. Any such cancellation will not be effective until Diners Club has received a request from the Cardholder asking Diners Club to cancel the Diners Club Card and/or the Account.
- (b) The Cardholder must advise Diners Club promptly on the Cardholder ceasing to be employed by the Organisation for whatever reason.
- (c) Any outstanding balance must be paid upon cancellation of the Account.

15.3 Cancellation by the Organisation

- (a) The Cardholder acknowledges that the Diners Club Card and/or the Account is issued at the direction of the Organisation and may be cancelled by the Organisation at any time.
- (b) The Organisation may cancel the Diners Club Card and/or the Account by sending a written request to Diners Club. Any such cancellation will usually be effective from the Business Day after Diners Club receives the request.
- (c) The Cardholder acknowledges and agrees that the Diners Club Card and the Account will be cancelled if the Cardholder ceases employment with the Organisation.
- (d) If the Diners Club Card and/or the Account is cancelled under clause 15.3(b) or (c), the Cardholder must promptly destroy the Diners Club Card, and must not make any further charges to the Account.
- (e) Any outstanding balance must be paid upon cancellation of the Account.

15.4 Credit balances

If the Account has a credit balance, you agree that Diners Club may pay either the Organisation or the Cardholder (at Diners Club's discretion) the amount equal to the credit balance of the Account (unless Diners Club is required to remit those funds as unclaimed money in accordance with the law). If a Cardholder requests funds to be remitted to him or her then we will consider such a request in good faith.

16 Suspension

Diners Club can suspend the Cardholder's right to use the Diners Club Card, the Account and/or ATM access at any time, when it has reasonable cause to do so, without notice:

- (a) if you are in default under these terms and conditions;
- (b) if Diners Club suspects that your Card or the Account has been used fraudulently by you or a third party;
- (c) to prevent loss to either you and/or Diners Club; or
- (d) if by allowing you to continue using your Diners Club Card or the Account, we believe you or we or our related bodies corporate may breach any Applicable Laws.

However, we will notify you promptly afterwards.

If Diners Club does this, the Cardholder must not use your Diners Club Card or the Account until such time as we advise you that your Diners Club Card has been reactivated or reinstated. The suspension of your Diners Club Card and/or the Account does not affect your obligations under these terms and conditions.

17 Our liability

- (a) Subject to paragraph (c), Diners Club is not responsible or liable for:
 - (1) goods or services purchased using a Diners Club Card or the Account. You may, however, have the right to claim a chargeback of transactions in certain circumstances. You should contact Diners Club for further details;

- (2) the failure by a Member Establishment to accept a Diners Club Card;
 - (3) any dispute between you and a Member Establishment in relation to the supply, use or quality of goods or services. You may, however, have the rights against the Member Establishment under the Australian Consumer Law or Fair Trading Acts or other consumer protection laws;
 - (4) any loss, costs or expenses incurred by you as a result of the action or inaction of any third party or as a result of any matter where such action or inaction is outside Diners Club's reasonable control;
 - (5) any loss, costs or expenses incurred by you as a result of the acceptance of the Diners Club Card by a Member Establishment that is subject to Merchant Type Blocking;
 - (6) any loss, costs or expenses incurred by you as a result of use of a Diners Club Card where the Cardholder exceeds their Control Limit or Cash Advance/ATM limits; or
 - (7) any loss, costs or expenses incurred by you as a result of any payment made by Diners Club in accordance with clause 15.4.
- (b) Subject to paragraph (c), Diners Club will not be liable for any indirect or consequential loss, costs or expenses that you may suffer or incur as a result of Diners Club failing to carry out its obligations under these terms and conditions. This does not include liability that would otherwise exist because the fraud, negligence or misconduct of Diners Club or its employees or agents.
- (c) Regardless of the above, Diners Club has minimum requirements imposed on Diners Club including by laws like the Competition and Consumer Act 2010 (Cth) and/or the Australian Securities Investments and Commission Act 2001 (Cth). For example, these may imply warranties into a contract to protect you, such as a promise that the services are fit for their intended purposes. These laws may

allow Diners Club to exclude liability if you acquire services as part of a business. To the extent permitted by law, Diners Club excludes warranties and limits liability under implied statutory conditions and warranties, or limit its liability under such warranties and conditions to supplying the services again or paying the cost of that resupply.

18 Privacy

Purposes for which we collect, use and disclose your personal information

We may collect, use and disclose your personal information (which may include your credit information):

- to assess any applications for credit, and to provide and administer your credit facilities and related services;
- to conduct reviews of your facility;
- to comply with applicable laws both in Australia and overseas, including:
 - (a) the Anti-Money Laundering and Counter-Terrorism Financing Act (AML Act);
 - (b) State and Territory property legislation and other property-related laws (for example, to register and search for security interests); and
- for other purposes as listed in our Privacy Policy and our Credit Reporting Policy.

If you do not provide us with the information we ask for or the information provided is incorrect or incomplete, we may not be able to provide or administer the products or services that you are seeking.

We usually collect your personal information directly from you. However, we may need to collect personal information about you from third parties. This may include, for example, where we need information from a third party to assist us to process your application (such as to verify information you have provided), or to locate or communicate with you.

Where you provide information about another person, it is important in order to protect their privacy, that you let them know you are sharing their

information with us, and ensure they are aware of what is in this notice.

We do not normally collect sensitive information from you about other people, but you may want to give us this type of information in certain situations (for example, you might tell us about medical or health issues of people in your family when you ask us for financial hardship assistance). It is important that you only give us their sensitive information if the person has agreed to you sharing it with us.

Your telephone calls and conversations with a Diners Club representative may be recorded and monitored for quality, training and verification purposes.

Disclosures of your personal information

We may disclose to, and obtain from, the following organisations personal information about you (as well as otherwise permitted by the Privacy Act):

- our affiliates, sales agents and organisations that carry out functions on our behalf including card schemes, mailing houses, printers, data processors, researchers, administration or business management services, consultants, auditors, marketing service providers, data and document management providers and collection agents;
- reward providers including Airline partners and their service providers;
- other credit providers;
- any signatory or guarantor to the facility for which you are applying;
- any broker, introducer, financial, legal or other adviser acting in connection with your facility or application;
- regulatory and tax authorities in Australia and overseas;
- credit reporting bodies (see 'Exchange of information with credit reporting bodies' below);
- any external dispute resolution body;
- any insurer relating to your facility;
- organisations wishing to acquire an interest in any part of our business; and
- as further set out in our Privacy Policy and Credit Reporting Policy.

Identifying you for the purposes of the AML Act

We may provide your name, residential address and date of birth to a credit reporting body for the purpose of verifying your identity in accordance with the requirements of the AML Act. As part of providing that information to the credit reporting body, we may request the credit reporting body to provide an assessment of whether the personal information matches (in whole or part) personal information held by the credit reporting body.

The credit reporting body may prepare and provide an assessment to us and may use the names, residential addresses and dates of birth held by the credit reporting body, for the purpose of preparing such an assessment. Although you have agreed to us making this request and disclosure of your personal information for this purpose, if you don't wish for us to use this method to verify your identity, you may go to your local Australia Post Bank@Post outlet with appropriate forms of identification in order for your identity to be verified in person.

Disclosures to overseas recipients

Some of the recipients to whom we disclose your personal information may be based overseas. It is not practicable to list every country in which such recipients are located. For a complete list of countries where such recipients are located, refer to our Privacy Policy at dinersclub.com.au/privacy.htm.

Exchange of information with credit reporting bodies and other information services

If you have made an application for consumer or commercial credit, or have obtained consumer or commercial credit from us, you agree that we can obtain credit reporting information about you from a credit reporting body (CRB) for the purposes of assessing any application for consumer or commercial credit and collecting payments that are overdue in relation to consumer or commercial credit. You also agree that we can obtain, from any business providing information about commercial credit worthiness, commercial credit reports about you for the purposes of assessing applications for consumer or commercial credit.

We may disclose personal information about you (including credit information, such as details about the credit that we provide to you, your repayment history and any repayment defaults) to, and obtain credit reporting information about you from, CRBs. CRBs may include that information in reports provided to Us and other credit providers to assess your credit worthiness. Our Credit Reporting Policy contains information about credit reporting, including the CRBs with which we may share your personal information, their contact details, the type of credit reporting information we share, and your rights in relation to them.

Our policies (including how to access and correct information, and make a complaint)

You can view our Privacy Policy or Credit Reporting Policy on our website at dinersclub.com.au/privacy.htm or obtain copies by calling us on 1300 360 180. These policies include information as to how you can access and/or seek correction of the personal information we hold about you.

Our Privacy Policy and Credit Reporting Policy also contain information as to how you can complain about a breach by us of the Privacy Act (including the credit reporting provisions in Part IIIA and the Credit Reporting Code) and how we will deal with such a complaint. It also sets out details of the CRBs to whom we disclose your personal information and how to contact them and seek copies of their policies for handling your personal information.

There is no charge for making an access request but an administration fee may apply for providing access in accordance with your request. Your request will usually receive a response within 30 days.

Your marketing communications preferences

Diners Club and their partners may use your personal information to keep you informed about offers relating to this product and other products, services and offers which may be of interest to you. They may do this by phone, mail, email and SMS or other electronic messages. These consents operate indefinitely and shall remain in effect unless and until you notify us that you do not want to receive such communications. If you do not wish to receive

these communications please utilise the unsubscribe facility in the communication received or otherwise notify us in writing or by calling us on 1300 360 180. Note: If you have not told us that you do not wish to receive these communications by phone, you may be contacted even if you have registered your phone number on the national Do Not Call Register.

Contacting us

If you wish to find out more information, or raise any specific or general concerns about us and our Privacy Policies, the contact details are as follows:

Diners Club

GPO Box 204

Sydney NSW 2001

Telephone: 1300 360 180

Email: privacy.officer@citi.com

19 Additional obligations of the Organisation

- (a) The Organisation must use its best endeavours to ensure that the Cardholder complies with his or her obligations under these terms and conditions and any other terms that apply to the use of the Diners Club Card or the Account.
- (b) The Organisation must advise Diners Club promptly on the Cardholder ceasing to be employed by the Organisation for whatever reason and request Diners Club to cancel the Diners Club Card.
- (c) If the Diners Club Card is cancelled under clause 15.1 or 15.3:
 - (1) the Organisation must take all reasonable steps to promptly recover the Diners Club Card; and
 - (2) Diners Club may convert the Diners Club Card to another Diners Club product of the relevant Cardholder's choice. The Organisation and the Cardholder consents to Diners Club communicating directly with the Cardholder for the purpose of converting that Cardholder's Diners Club Card.
- (d) The Organisation must not, without the prior written consent of Diners Club, use for any purpose, the Diners Club name or any trademarks, tradenames, logos, copyright or

other intellectual property which Diners Club owns or is authorised to use.

- (e) Unless the Organisation is a listed company, the Organisation must provide Diners Club with details of any proposed change in ownership or control of the Organisation prior to that change taking effect.
- (f) Diners Club may request that the Organisation provide Diners Club with information relating to the financial condition of the Organisation (including, but not limited to, financial statements, balance sheets or profit and loss statements). The Organisation must provide the requested information to Diners Club within 30 Business Days following the receipt of such a request.

20 Changes to these Terms and Conditions

Diners Club may change the terms and conditions applicable to your Account, including changes any condition, fees and charges. We may tell you about a change by writing to your last known address, by advertisement in a newspaper in or in other ways allowed by applicable laws.

The following notice periods apply:

As soon as reasonably possible which may be after the change is made	Changes that we reasonably consider are not adverse to you such as reducing your obligations (e.g. fees) or extending the time for payment
No notice if the government publishes the change	Changes to government charges
At least 30 days	Any other change we make (including increase in fees) other than those changes that we expressly agree with you

21 Notice

- (a) The parties can give notice to each other under these terms and conditions by post or in any manner permitted by law.
- (b) Where Diners Club gives you notice by post, you agree that, unless otherwise stated in these terms and conditions, the notice is deemed to have been given to you:
 - (1) on the date of actual receipt of the notice or on the date it would have been delivered in the ordinary course of post,
 - (2) if it is sent to your last known address according to Diners Club's records.
- (c) You agree that, except where separate notices are required to be given by law, notice given by Diners Club to one of you in accordance with these terms and conditions constitutes notice to the other.

22 Waiver

No failure or delay by Diners Club in exercising its rights under these terms and conditions constitutes a waiver of those rights. Any waiver by Diners Club must be in writing and signed by an officer of Diners Club.

23 Assignment

Diners Club may assign its rights under these terms and conditions at any time without your consent. You cannot assign your rights under these terms and conditions without Diners Club's consent which can be withheld at Diners Club's discretion.

24 Diners Club Rewards

If the Cardholder is enrolled as a member in the Diners Club Rewards program, the Diners Club Rewards Terms and Conditions form part of these terms and conditions as they apply to the Cardholder.

25 General

- (a) Diners Club Cards are the property of Diners Club Pty Limited and are not transferable.
- (b) The Organisation and the Cardholder must notify Diners Club immediately of any change to

the Organisation's or the Cardholder's name or address.

- (c) Except where clause 25(d) applies, Diners Club may give you a written statement or certificate about a matter or about an amount payable in connection with these terms and conditions. To the extent permitted by law, the written statement or certificate is able to be relied on by you or Diners Club as evidence of the matter or amount payable, unless, and until, it is proved to be incorrect. You should tell Diners Club as soon as you can if you do not agree with anything in the written statement or certificate.
- (d) If the consumer credit legislation applies or this is a small business contract, then Diners Club may provide you with a statement about a matter or the amount owing. You can dispute the statement in good faith but you should do so as soon as you can. Diners Club will not unreasonably rely on a statement as a basis for commencing enforcement action under this agreement when it would be unfair to do so.
- (e) Diners Club may acting reasonably rely on certificates provided by any other person with a security interest as to the amount that is owed to them, but will not do so where there is manifest error or actual knowledge of deficiency. Diners Club may also issue certificates or statements to those parties as a basis on which they may rely, but this does not prevent you from disputing in good faith an amount in a certificate that is given by Diners Club.
- (f) These terms and conditions are construed according to and are governed by the laws of Victoria. You agree to submit to the non-exclusive jurisdiction of the courts of Victoria (including, but not limited to, in relation to any disputes arising under these terms and conditions).

Diners Club Fee Schedule Business/Corporate Cards

Annual Membership Fee per Cardholder

Business Cards (Diners Club Branded Card only)

- 1st card \$95
- Additional Cards \$80 each

Business Cards (Diners Club Branded Card plus Mastercard Card)

- 1st card \$249
(includes Rewards Program fee)
- Additional Cards \$79 each

Corporate Cards (Diners Club Branded Card only)

- Diners Club Card As agreed
- Mastercard Card As agreed

Copy Document Fees

- Copy of Charges \$10
(other than International Charges)
- Copy of International Charges \$15

Cash Advance Fees

ATM/Over the counter Cash Advance

- Within Australia

- less than \$100 advanced \$4
- \$100 or more advanced 4% of the amount advanced

ATM/Over the counter Cash Advance

- International

- less than \$100 advanced \$4*
- \$100 or more advanced 4% of the amount advanced*

Transaction Fees

- BPAY® \$0.75
- Australia Post - pay over counter \$1.55
(per cash or cheque payment)
- Club Direct Nil
(Direct debit on nominated date)

Business Accounts

- Foreign transaction fee for Diners Club Branded Card transactions (included in the exchange rate) 3%

- Foreign transaction fee for Mastercard Card transactions (included in the exchange rate) 3.4%

Corporate Accounts

- Foreign transaction fee for Diners Club Branded Card transactions (included in the exchange rate) 3%
- Foreign transaction fee for Mastercard Card transactions (included in the exchange rate) 1%

Dishonoured Payments

- Dishonoured cheque payment \$35
- Dishonoured Club Direct payment \$35

Diners Club Rewards Program (Business Cards)

- Diners Club Rewards Membership Fee (Not applicable for Mastercard Cardholders) \$77

Diners Club Rewards Program (Corporate Cards)

- Diners Club Rewards Program As agreed

Other Fees

- Paper Statement Fee \$2
(Fee charged each month we issue you with a paper statement, this is debited to your account in the following statement period. This fee may be waived in limited circumstances)
- Fraud charges (Refer to clause 8(b) for details of when this is charged) \$150
- Dispute fee (only payable if the disputed charge is found to be a valid charge) \$10
- MIS Negotiable
- Global Vision (GVi) Negotiable

All amounts stated are inclusive of GST.

*Cash Advance Fees are calculated based on the Australian Dollar equivalent of the amount withdrawn. For cash advances in a currency other than Australian Dollars, the amount advanced will be converted into Australian Dollars in accordance with clause 3.6 of the Business/Corporate Card Terms and Conditions.

® Registered to BPAY Pty Ltd ABN 69 079137518

Diners Club Rewards Program Terms and Conditions

1 Definitions

In the Terms and Conditions, unless the context otherwise requires:

Account means, in respect of a Member:

- (a) Business Card Account in respect of which the Member has been issued a Card;
- (b) Corporate Card Account in respect of which the Member has been issued a Card;
- (c) any other Diners Club Branded Product issued to, or held or purchased by, the Member.

Additional Card member means an individual to whom an additional or add-on Card is issued, at the request of the Member and who is authorised by the Member and Diners Club to transact on an Account.

Application Form means the application form submitted to Diners Club, either directly or through a third party, under which the Organisation and the Cardholder requests that a Card be issued to the Cardholder.

Authorised Person means any director or company secretary of the Organisation or any person nominated by the Organisation to act as an 'Authorised Person' in the Application Form or by written notice to Diners Club from time to time.

Bonus Partner means any person who agrees to provide Bonus Reward Points and/or provide Rewards. Details of current Bonus Partners can be found at dinersclub.com.au.

Bonus Reward Points means the Reward Points that are earned, in addition to Reward Points awarded for Eligible Transactions on an Account, upon the acquisition of goods or services from Bonus Partners, by transacting on an Account, or as a result of any special promotional or incentive program offered by Diners Club or a Bonus Partner from time to time.

Business Card Account if applicable means if the Organisation's application for a Diners Club charge card Account is made using a Diners Club Business Card Application Form.

Card means a valid Diners Club Branded Card or Mastercard Card.

Card Account means a Business Card Account or Corporate Card Account.

Cardholder means the person who is shown on the Application Form as the person to whom the Card is to be issued.

Corporate Card Account if applicable means if the Organisation's application for a Diners Club charge card Account is made using a Corporate Card Application Form.

Designated Person means a person who is advertised by Diners Club as being permitted to receive a Reward Donation.

Diners Club means Diners Club Pty Limited ABN 35 004 343 051.

Diners Club Branded Card means a charge card issued to the Account and branded on the front with the Diners Club logo or a VCN.

Diners Club Branded Product means an Account or other financial product offered, marketed or sold under the Diners Club brand and held in the name of an individual.

Diners Club Rewards means the rewards program offered by Diners Club as described in the Terms and Conditions.

Eligible Transaction means:

- (a) in the case of a Card Account:
 - (1) any purchase transaction made by the use of a Card and/or the Account;
 - (2) any cash advance;
 - (3) other transaction types Diners Club notifies you of from time to time; or
- (b) in the case of a Diners Club Branded Product any transaction type Diners Club notifies you of from time to time;
- (c) but in all cases excluding debits to an Account to pay:
 - (1) annual, joining and other Account fees;
 - (2) liquidated damages;
 - (3) late payment charges;
 - (4) the Rewards Membership Fee;

- (5) government charges or duties (other than any GST included in an Eligible Transaction);
- (6) other amounts nominated by Diners Club from time to time; and
- (7) taxes (including any GST) payable in connection with any of the above amounts in this paragraph (c).

Frequent Customer Program means a loyalty program (for example, the Qantas Frequent Flyer Program) operated by a supplier or Bonus Partner.

Frequent Customer Program Points means points earned or capable of redemption under a Frequent Customer Program.

GST means any tax on goods or services imposed or assessed under legislation by the Commonwealth of Australia including but not limited to a tax imposed under A New Tax System (Goods and Services Tax) Act 1999 and the related imposition Acts of the Commonwealth.

Mastercard Card means a Mastercard branded charge card issued to an Account.

Member or **you** means an individual who has enrolled in Diners Club Rewards and in whose name a Reward Points Record has been established by Diners Club.

Non-Frequent Customer Program Reward means a Reward other than Frequent Customer Program Points.

Nominated Member means the Member nominated from time to time by the Organisation for the purposes of Points Pooling.

Organisation means the body corporate, governmental agency, sole trader or other business entity that has requested the issue of the Card to the Cardholder.

Person includes a natural person, company, corporation or other body corporate, fund and any governmental agency.

Points Plus Charge Award means an award redeemed via the Points Plus Charge process.

Points Plus Charge describes a process by which a Cardholder utilises cash in conjunction with a nominated number of reward points for the

redemption of a 'Points Plus Charge award' as identified by Diners Club.

Points Pooling means the transfer and allocation of Reward Points earned on Eligible Transactions on an Account to the Nominated Member's Reward Points Record in accordance with clause 10.

Qantas means Qantas Airways Limited ABN 16 009 661 901.

Qantas Frequent Flyer Points means points earned or capable of redemption under the Qantas Frequent Flyer Program.

Qantas Frequent Flyer Program means the frequent flyer program operated by Qantas.

Reward Donation means a cash donation to be made by Diners Club on behalf of a Member who elects to redeem Reward Points to make that donation to a Designated Person.

Reward Points means points, including Bonus Reward Points, added or subtracted from a Reward Points Record in accordance with the Terms and Conditions.

Reward Points Record means the record Diners Club maintains in the Member's name detailing the number of Reward Points the Member has been allocated in accordance with the Terms and Conditions.

Rewards Catalogue means the full online catalogue available at dinersclub.com.au that includes details of:

- (a) Rewards that may be claimed by the Member and the Reward Points required to claim such Rewards;
- (b) how to claim Rewards; and
- (c) Bonus Reward Points that may be received from Bonus Partners, and includes any variations or supplements to any such catalogue.

Rewards Membership Fee means the annual non-refundable Rewards Program Fee and the annual non-refundable Rewards Operations Fee charged by Diners Club for membership of Diners Club Rewards Program as set out in the Rewards Catalogue or the terms and conditions of your Account from time to time.

Rewards Program Fee means a fee relating to the awards options available in Diners Club Rewards.

Rewards Operations Fee means a fee relating to the Diners Club Rewards IT operating platform.

Terms and Conditions includes:

- (a) these terms and conditions;
- (b) any application form for enrolment as a member in Diners Club Rewards; and
- (c) the Rewards Catalogue.

VCN means a virtual card number or a token issued by Diners Club and linked to an Account.

2 Interpretation

- (a) Clause 1A of the Account terms and conditions applies to these rewards Terms and Conditions as if incorporated in full.

3 Participation

- (a) To be eligible to be enrolled as a Member, a person must be:
 - (1) in the case of a Business Card Account, an individual who has been issued a Card on that Business Card Account and be authorised by the Organisation to be a Member; and
 - (2) in the case of a Corporate Card Account, an individual who has been issued a Card on that Corporate Card Account and be authorised by the Organisation to be a Member; and
 - (3) in the case of a Diners Club Branded Product, the individual in whose name the Diners Club Branded Product has been opened or purchased.
- (b) If you apply to open an Account, you may enrol in Diners Club Rewards. You can do this by opting to enrol as part of your application to open an Account or submitting an enrolment form. If you have not already accepted the Terms and Conditions, you accept the Terms and Conditions when you first apply to redeem Reward Points for a Reward.
- (c) Unless waived by Diners Club or Points Pooling has been selected on your Account and you are not the Nominated Member, the Rewards Membership Fee:
 - (1) is payable annually;

- (2) will first be charged to one of your Accounts on the date Diners Club establishes your Reward Points Record; and
- (3) will thereafter be charged to any of your Accounts and appear in the statement of account for that Account issued in the month preceding each anniversary of that date.

4 Accumulation of Reward Points

- (a) You will accrue Reward Points in respect of any Card Account, on Eligible Transactions which occur on and from the date you are enrolled as a member. You will not be able to redeem any Reward Points that have accrued until those Reward Points are allocated to your Reward Points Record. The number of Reward Points (excluding Bonus Reward Points) awarded is calculated by reference to the Australian Dollar value of the Eligible Transactions (inclusive of any taxes, including GST, included on the Eligible Transaction) indicated in your Account statement at the rates as advised to you from time to time. Diners Club may, by prior notice to you, increase or decrease these rates from time to time for selected Eligible Transactions or otherwise as part of special promotions.
- (b) Subject to the Terms and Conditions, Reward Points (other than Bonus Reward Points) which have accrued will only be allocated to your Reward Points Record on the condition that at the time of allocation you or the Account holder are not in default or in arrears under your Account terms and conditions. If at the time of allocation you or the Account holder are in default or in arrears under your Account terms and conditions, Diners Club will not allocate Reward Points to your Reward Points Record and any points that may have been accrued but not allocated will be forfeited.
- (c) Bonus points promotions may be offered from time to time. This may include the allocation of Bonus Reward Points for purchasing qualifying goods or services from a Bonus Partner by transacting on an Account. The terms of any

such promotional or incentive program will be advertised or notified to participants of the promotional or incentive program. Normally Bonus Points will not be earned on transactions made using a Mastercard Card.

- (d) Bonus Reward Points will accrue when you satisfy the conditions that apply to the accrual of those points. Accrued Bonus Reward Points will be allocated to your Reward Points Record once Diners Club receives all necessary information relating to the accrual of those points from the relevant Bonus Partner and you have satisfied your payment obligations of your Account. Generally, Bonus Reward Points will be available for redemption within 45 days after you satisfy the conditions that apply to the accrual of those points. However, if at the time of allocation you or the Account holder are in default or in arrears under your Account terms and conditions, Diners Club will not allocate Reward Points to your Reward Points Record and any points that may have been accrued but not allocated will be forfeited.
- (e) For Bonus Points to accrue and be allocated, an Eligible Transaction must be made with the Bonus Partner.
- (f) Your Reward Points Record will be adjusted to reflect refunds or reimbursements or other circumstances that result in a payment reversal being issued to an Account (for example, because of a dishonoured cheque or direct debit reversal).
- (g) Unless Points Pooling has been selected, Reward Points accrue in the name of the Member only. Reward Points earned by an Additional Cardmember are allocated to the Member's Reward Points Record.
- (h) Unless Points Pooling has been selected, Reward Points are not transferable to any other person or to any other Reward Points Record.
- (i) Your Account statement will show the total number of Reward Points accrued on that Account as at the Account statement date.

- (j) Where you believe Reward Points in respect of an Eligible Transaction have not been correctly allocated to your Reward Points Record, you must notify Diners Club within three months of the issue of the first Reward Points statement issued after the Eligible Transaction occurred.

5 Duration and Loss of Reward Points

- (a) Subject to the Terms and Conditions, Reward Points may be redeemed at anytime.
- (b) You can elect not to participate in, or to cancel, your membership of Diners Club Rewards by calling Diners Club on 1300 360 180.
- (c) If all your Accounts are terminated by Diners Club, you become ineligible to participate in Diners Club Rewards. All Reward Points recorded in your Reward Points Record will not be redeemable, and will be cancelled and forfeited as at the date of cancellation.
- (d) If you lawfully terminate or cancel all of your Accounts or elect not to participate in, or cancel your membership of, Diners Club Rewards, Reward Points recorded in your Reward Points Record will not be redeemable from the time of cancellation or termination and will expire and be forfeited at point of closure of account.
- (e) Diners Club reserves the right to, acting reasonably, suspend or exclude you from participation in Diners Club Rewards, or to, acting reasonably, cancel your membership in Diners Club Rewards, if Diners Club reasonably believes that:
 - (1) you have, or an Additional Cardmember has, breached the Terms and Conditions or the Terms and Conditions of an Account (including if you fail to pay Diners Club for charges (for example, the Rewards Membership Fee) on a statement of account); or
 - (2) any person has engaged or may engage in fraudulent conduct, or conduct is suspected to be fraudulent, in relation to an Account, your Reward Points Record or a claim for redemption of Reward Points allocated to you.

Diners Club may in its reasonable discretion cancel all or any Reward Points that have accrued to you if your right to participate in Diners Club Rewards is suspended or excluded, or if your membership of Diners Club Rewards is terminated.

- (f) In the case of a Business Card Account the Business Card Account holder may at any time elect, by giving prior written notice to Diners Club, to cancel, with effect from the date nominated in the notice, the entitlement of a member who has been issued a Card linked to that Business Card Account to accrue and be allocated Reward Points in respect to any Eligible Transaction made after the nominated date.
- (g) In the case of a Corporate Card Account, the Corporate Card Account holder may at any time elect, by giving prior written notice to Diners Club, to cancel, with effect from the date nominated in the notice, the entitlement of a member who has been issued a Card linked to that Corporate Card Account to accrue and be allocated Reward Points in respect to any Eligible Transaction made after the nominated date.

6 Reward Redemption

- (a) Rewards may only be redeemed, in respect of Reward Points allocated to your Reward Points Record, in accordance with the Rewards Catalogue current at the time you claim a Reward.
- (b) Diners Club may, at any time, reissue, vary or add to the current Rewards Catalogue to withdraw, limit, modify, cancel or increase the availability of any Reward, to alter the number of Reward Points required to claim a Reward, or to impose restrictions or conditions upon obtaining any Reward. Diners Club will ensure that the Rewards Catalogue remains valid for a period of at least 30 days post its publication.
- (c) Reward Points used to claim a Reward will be deducted from the Member's Reward Points Record at the time Diners Club receives the claim and the adjustment will be reflected in the next Diners Club Rewards statement.

- (d) Selected Rewards may be redeemed by the use of a “Points Plus Charge” contribution in conjunction with the nominated number of Reward Points as specified in the Rewards Catalogue. The Points Plus Charge contribution will be billed directly to your Account and will appear on your next statement of account. The Reward will not be available until the Points Plus Charge contribution has been authorised by Diners Club. The payment in relation to the Points Plus Charge contribution will be an Eligible Transaction for the purposes of earning further Reward Points.
- (e) All Rewards are subject to availability and restrictions may apply.
- (f) Unless otherwise stated, installation and/or service of Reward items are not included when a Reward is redeemed.
- (g) Rewards include only those features described in the Rewards Catalogue.
- (h) No Reward can be obtained or claimed where you have failed to make any payment required in accordance with the terms and conditions of any of your Accounts.
- (i) Rewards cannot be claimed jointly or by pooling Reward Points with another Member unless Points Pooling has been requested by the Organisation. Subject to clause 5(m), only the Nominated Member is eligible to redeem pooled Reward Points if Points Pooling has been selected.
- (j) Where you have accumulated the required number of Reward Points you may claim a Reward in accordance with the Terms and Conditions.
- (k) A request or claim for Reward redemption cannot be altered or revoked.
- (l) Any person other than the Member is eligible to redeem Reward Points accrued on the Member’s Reward Points Record on behalf of the Member if the Member has signed an authorisation acceptable to Diners Club. Authorisation can only be changed by the Member in writing to Diners Club. Any such person so authorised

by the Member cannot incur freight or make a Points Plus Charge Contribution on behalf of the Member.

- (m) Upon redeeming a Reward, the Member releases Diners Club from any liability in respect of the redemption or use of such Reward.
- (n) Redeemed Rewards are not exchangeable for other Rewards, refundable, replaceable or transferable for cash or credit.
- (o) Reward Points can be redeemed for, or converted to, cash only if you irrevocably direct Diners Club to pay, on your behalf, a Reward Donation. Redemptions for Cashback will be credited to the outstanding balance of your Diners Club Card Account. Cashback will take up to 14 days to process and will appear on the Cardholder's forthcoming Account Statement. Cashback is only applicable to the Primary Diner's Club Card Account and is not transferable to other Accounts. Otherwise, Reward Points cannot be redeemed for, or converted to, cash. Reward Points are not property and have no cash or monetary value.

7 Reward Certificates

- (a) Diners Club may issue you with a Reward Certificate when you claim certain Rewards. Upon Diners Club approving a claim for such a Reward, Diners Club will issue you or your nominee with a certificate that will entitle you or your nominee to receive the Reward from the relevant supplier. You must abide by any terms and conditions that govern the Reward Certificate.
- (b) A Reward Certificate is valid for the duration specified on the Reward Certificate or as advised by the supplier of the Rewards Certificate. A Reward Certificate cannot be used after it expires.
- (c) Diners Club will issue any Reward Certificate you claim by sending the Reward Certificate by mail to your last known postal address, unless you otherwise request at the time of the claim.
- (d) The issue of a Reward Certificate does not constitute a reservation in respect of any Reward

requiring a reservation with the participating supplier. You are responsible for making all reservations with the participating supplier and you are solely liable for any cancellation fee payable in respect to a reservation.

- (e) Diners Club is not liable in connection with the refusal by any supplier to accept a Reward Certificate, however if a supplier refuses to accept a Reward Certificate, Diners Club will, upon return of the Reward Certificate to Diners Club, recredit you with the same number of Rewards Points redeemed to claim the Reward.
- (f) A Reward Certificate cannot be replaced if lost, stolen or destroyed. A Reward Certificate is void if reported lost or stolen or altered.
- (g) The original Reward Certificate issued by Diners Club must be presented to the relevant Reward supplier when claiming the Reward. Photocopies, facsimiles or any other reproduction of the Reward Certificate will not be accepted.

8 Delivery of Rewards and Reward Certificates

- (a) Processing and delivery of Rewards and Reward Certificates may take up to 28 days. Delivery may be subject to proof of receipt conditions. Diners Club is unable to confirm delivery times or dates for Rewards or Reward Certificates.
- (b) If a Reward arrives in a damaged or faulty form you must notify Diners Club on 1300 360 180 within seven days of receipt providing full details of the defect including the name of the carrier. Diners Club may require you to confirm in writing, with supporting or other evidence, the details of any error you believe has occurred.

9 Redeeming Qantas Frequent Flyer Program Rewards

- (a) The following additional terms and conditions apply if the Reward you request to redeem is an allocation of Qantas Frequent Flyer Points:
 - (1) You are not eligible for this Reward unless you are a member of the Qantas Frequent

Flyer Program. Membership of Diners Club Rewards does not entitle you to membership of the Qantas Frequent Flyer Program. You must apply separately for membership of the Qantas Frequent Flyer Program. A membership fee applies. Membership of the Qantas Frequent Flyer Program is subject to the Qantas Frequent Flyer Program Rules and Terms and Conditions.

- (2) The minimum number of Reward Points that can be redeemed for Qantas Frequent Flyer Points at any time is 10,000.
 - (3) Reward Points may only be redeemed for Qantas Frequent Flyer Points by a Member and credited to their Qantas Frequent Flyer account. Qantas Frequent Flyer Points allocated as a result of redeeming Reward Points cannot be allocated to the Qantas Frequent Flyer account of any person other than the Member, including any Additional Cardmember, even where the Reward Points being redeemed were earned through Eligible Transactions conducted by Additional Card members.
 - (4) Your Request to redeem under this clause 8 will not be successful unless your member name, membership number and member address are identical to those details appearing in your Frequent Flyer Program points record.
 - (5) The allocation of Qantas Frequent Flyer Points as a result of the redemption of Reward Points cannot be cancelled or reversed.
 - (6) All Qantas Frequent Flyer Points allocated as a result of the redemption of Reward Points will be governed by the Qantas Frequent Flyer Program Rules and Terms and Conditions.
- (b) The following additional terms and conditions apply if the Reward you request to redeem is membership to the Qantas Frequent Flyer Program or the Qantas Club.

- (1) Qantas Frequent Flyer Program membership and Qantas Club membership are subject to approval by Qantas. Membership in Diners Club Rewards does not provide automatic membership in the Qantas Frequent Flyer Program or the Qantas Club. There are membership fees for both the Qantas Frequent Flyer Program and the Qantas Club.
 - (2) Membership of the Qantas Frequent Flyer Program is subject to the Qantas Frequent Flyer Program Rules and Terms and Conditions. Membership to the Qantas Club is subject to the Qantas Club Terms and Conditions.
- (c) This clause 8 prevails to the extent of any inconsistency between this clause 8 and any other provision of the Terms and Conditions.

10 Redeeming Reward Points for Rewards provided under other Frequent Customer Programs

- (a) The following additional terms and conditions apply if the Reward you request to redeem is an allocation of Frequent Customer Program Points under a Frequent Customer Program other than the Qantas Frequent Flyer Program:
- (1) You are not eligible for this Reward unless you are a member of the relevant Frequent Customer Program. Membership of Diners Club Rewards does not entitle you to membership of any Frequent Customer Program. You must apply separately to the relevant supplier for membership of the Frequent Customer Program offered by that supplier. A membership fee may apply.
 - (2) Redemption rates and the minimum number of Reward Points that can be redeemed for Frequent Customer Program Points may differ between Frequent Customer Programs. The Rewards Catalogue contains information about specific Frequent Customer Programs.
 - (3) Reward Points may only be redeemed for Frequent Customer Program Points by a

Member and credited to their Frequent Customer Program account. Frequent Customer Program Points allocated as a result of redeeming Reward Points cannot be allocated to the Frequent Customer Program account of any person other than the Member, including any Additional Cardmember, even where the Reward Points being redeemed were earned through Eligible Transactions conducted by Additional Cardmembers.

- (4) The allocation of Frequent Customer Program Points as a result of the redemption of Reward Points cannot be cancelled or reversed.
 - (5) All Frequent Customer Program Points allocated as a result of the redemption of Reward Points will be governed by the terms and conditions of the relevant Frequent Customer Program.
 - (6) Diners Club will use its best endeavours to transfer points to Frequent Customer Programs within 28 days, however where it does not control the Frequent Customer Program it is not able to ensure that the transfer will be processed promptly. If the Frequent Customer Program does not credit you with the Transferred Points, Diners Club will endeavour to obtain a refund of the value that it provides to the Frequent Customer Program, and if it obtains a refund, will recredit any Reward Points in accordance with these Terms and Conditions.
- (b) The following additional terms and conditions apply if the Reward you request to redeem is membership to a Frequent Customer Program:
- (1) Frequent Customer Program membership is subject to approval by the relevant supplier or Bonus Partner. Membership in Diners Club Rewards does not provide automatic membership in any Frequent Customer Program. There may be membership fees for a Frequent Customer Program.

- (2) Membership of a Frequent Customer Program is subject to the terms and conditions of that program.

11 Points Pooling

- (a) Points Pooling is available in relation to Business Card Accounts at Diners Club's discretion. The Account holder may select Points Pooling by sending Diners Club a completed Points Pooling form (signed by the Authorised Person) identifying the Nominated Member to which Points Pooling will apply.
- (b) Points Pooling will apply from the Points Pooling start date. The Points Pooling start date is the date on which Diners Club processes the selection. Points Pooling is available upon request to Diners Club.
- (c) Reward Points that have accrued on Eligible Transactions made prior to the Points Pooling start date which have not yet been allocated to a Member's Reward Points Record will be allocated to the Nominated Member's Reward Points Record when the requirements for the allocation of Rewards Points in the Terms and Conditions are satisfied.
- (d) Subject to clause 10(i), the Points Pooling start date, Reward Points will accrue in the name of the Nominated Member on Eligible Transactions made by each Cardholder on the Business Card Account until the date on which Points Pooling is cancelled in accordance with the Terms and Conditions.
- (e) Only one person may be nominated as the Nominated Member in relation to a Business Card Account at any one time. The Nominated Member may be a Member who has not been issued a Card or other Diners Club Branded Products in respect of that Business Card Account.
- (f) The Organisation must notify all Cardholders that Points Pooling has been selected and that a Cardholder will not earn, accrue or be allocated Reward Points in relation to Eligible Transactions on his or her Account linked to the Business

Card Account unless he or she has been selected as the Nominated Member.

- (g) Reward Points earned on a Business Card Account to which Points Pooling applies are allocated to the Nominated Member's Reward Points Record when the conditions which apply to the accrual of those Reward if you or the Organisation partially satisfies the payment obligations for an Account, Diners Club may choose not to allocate Reward Points to the Nominated Member's Reward Points Record until those payment obligations are satisfied in full.
- (h) The Organisation may cancel Points Pooling or change or replace the Nominated Member at any time by sending a written request (signed by an Authorised Person) to Diners Club. The cancellation of, or changes to, Points Pooling or the replacement of the Nominated Member will apply from the date on which Diners Club processes the cancellation or change.
- (i) If the Nominated Member's Card or the Nominated Member's membership of the Diners Club Rewards program is suspended or cancelled:
 - (1) Rewards Points will cease to be allocated to the Nominated Member's Reward Points Record; and
 - (2) Reward Points will not be allocated to other Cardholders (other than the replacement Nominated Member, if any) or the Organisation.
- (j) If a replacement Nominated Member is selected by the Organisation in accordance with clause 10(h), any Reward Points accrued on Eligible Transactions that have not been allocated to the Nominated Member's Reward Points Record before the replacement of the Nominated Member or the suspension or cancellation of the Nominated Member's Card or the Nominated Member's membership of the Diners Club Rewards program, will be allocated to the replacement Nominated Member's Reward Points Record when the requirements for the

allocation of Reward Points in the Terms and Conditions are satisfied.

12 Limitation of Liability

- (a) All descriptions of Rewards in the Rewards Catalogue are based on information provided by Bonus Partners and other suppliers and Diners Club expressly disclaims any responsibility and liability for any inaccuracy or misdescription contained in it.
- (b) Except as provided in any law which cannot lawfully be excluded or modified by agreement, Diners Club does not accept any liability whatsoever, including for negligent acts and omissions, with respect to:
 - (1) the breach of any of the Terms and Conditions or any term implied by law (including statute) by any person other than Diners Club;
 - (2) any death or injury or consequential loss or damage arising from the supply of a Reward;
 - (3) the loss, theft or destruction of a Reward or Reward Certificate;
 - (4) any supplier's refusal to supply a Reward or to accept a Reward Certificate; and
 - (5) any failure, delay or inability to provide any Reward to a Member caused by circumstances beyond its control, including strikes or industrial disputes, acts of God, flood, weather, war or civil disturbance.

This does not include liability that would otherwise exist because of the fraud, negligence or misconduct of Diners Club or its employees or agents.

13 Warranties

- (a) Except as provided in any law which cannot lawfully be excluded or modified by agreement (including the Australian Consumer Law), Diners Club gives no warranty (whether express or implied) whatsoever with respect to any Reward. In particular, Diners Club gives no warranty with respect to the merchantability or quality of Rewards or their suitability for any purpose.

- (b) You must direct any inquiry requiring the use, repair or servicing of a Reward to the supplier or manufacturer of the Reward.

14 Taxation

- (a) Diners Club accepts no liability in respect of any income taxation liability arising from the redemption of Rewards.
- (b) Diners Club gives no warranty as to, and accepts no responsibility for, the ultimate taxation treatment of Rewards.
- (c) Diners Club Reward Points reflect the impact of GST (where applicable) on the purchase price of Rewards paid by Diners Club. Therefore no further GST will apply on redemption of Reward Points by you.
- (d) Any liability for tax (for example, any fringe benefits tax), stamp or other duty or other government charge or reporting requirement that applies in connection with the redemption of Reward Points or any Reward (including in connection with the redemption of Frequent Customer Program Points for rewards under a Frequent Customer Program (for example, taxes (including GST), levies and charges associated with airline tickets) or other benefit derived by the Member, any Additional Cardmember or a nominee as a result of the Member's participation in Diners Club Rewards is that person's sole responsibility.

15 General

- (a) Diners Club may at any time, acting reasonably, suspend or terminate Diners Club Rewards by giving you 30 days prior written notice of the suspension or termination. If suspension or termination is caused by changes imposed by third parties, Diners Club may not be able to give you 30 days prior notice but will use reasonable endeavours to give you reasonable notice of the suspension or termination. If Diners Club terminates or suspends Diners Club Rewards, you are entitled to exit the Rewards program without penalty. Any Reward Points accrued on the Member's Reward Points Record will be forfeited and void from the

date of termination. A pro rata rebate of your membership fees will apply. No entitlement will accrue in respect to any Eligible Transaction made after termination of Diners Club Rewards or during any period of suspension of Diners Club Rewards.

- (b) Diners Club reserves the right to vary these Terms and Conditions from time to time. For example we may:
- change the way Points are earned;
 - change the way Points are redeemed;
 - introduce or change program features, fees and specific rewards conditions; and/or
 - make changes as a result of changes made by our suppliers or partners.

We will provide at least 30 days prior notice of changes, unless we reasonably consider the change to be non-material in nature. For any changes we consider to be non-material, you will be notified on our website at the time you redeem your Reward. Where the change is as a result of an increase in third party costs or the continued availability of a Reward, we will give you as much notice as is reasonably practicable.

- (c) Diners Club shall be entitled to appoint an agent or contractor to operate all or part of Diners Club Rewards on its behalf. You consent to Diners Club supplying any agent or contractor with such information as is required for them to perform their duties.
- (d) If you believe that an error has occurred in relation to any claim you make for a Reward or the accrual or allocation of Reward Points, you should contact Diners Club on 1300 360 180. Diners Club may require you to confirm in writing, with supporting sales receipts or other evidence, the details of any error you believe has occurred.
- (e) If you have any complaints or queries in relation to the Reward (including in relation to the quality, fitness for purpose or loss or damage arising from use of the Reward) you should contact the supplier of the Reward.

For further information call
Diners Club Customer Service
24 hours a day on 1300 360 180
dinersclub.com.au



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