

Diners Club Business/
Corporate Card
Terms and Conditions

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.

Acceptance of these terms and conditions – Unless you have previously agreed to these terms and conditions, the first time you use your Diners Club Card or the Account, you accept and agree to comply with these terms and conditions.

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Diners Club Business/ Corporate Card Terms and Conditions

I 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) if Diners Club converts a Corporate Card Account to a Business Card Account pursuant to clause 18, the Diners Club charge card business Account that is provided by Diners Club to the Organisation. A Business Card Account is designed for small to medium size businesses; or
- (c) 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.

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) if Diners Club converts a Business Card Account to a Corporate Card Account pursuant to clause 18, the Diners Club charge card corporate Account that is provided by Diners Club to the Organisation;
or
- (c) may also be referred to as Diners Club Card or Your 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.

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.

Diners Club Card means a charge card issued to the Account and includes any Diners Club Branded Card or MasterCard Card or any replacement or reissued cards.

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 can be viewed at dinersclub.com.au.

Fees means the fees and charges detailed in the Diners Club Fee Schedule set out at the end of this booklet (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 charge card issued by Citigroup Pty Limited on Diners Club's behalf and linked 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).

2 Accepting these Terms and Conditions

Unless you have previously agreed to these Cardholder uses 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 the Diners Club Card 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 can only 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.
- (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) You acknowledge that Diners Club has the right to refuse authorisation for any charge at any time, when it has reasonable cause to do so and without giving you prior notice.
- (e) 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.
- (f) 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.
- (g) 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.

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 (EST) 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.
- (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, including applicable conversion fees, 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 World MasterCard Card,

and your Account will be charged with a foreign transaction fee as set out in the Fee Schedule. The foreign transaction fee may change from time to time. If it does Diners Club will notify you of that change.

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 sending Diners Club a completed Merchant Type Blocking form (signed by the Authorised Person) 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 (this will usually be completed within 3 Business Days of receipt of the Merchant Type Blocking form by Diners Club). You can obtain a Merchant Type Blocking form by calling 1300 360 180.
- (c) The Organisation must notify the Cardholder of the Member Establishment or Member Establishments or type or 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 (this will usually be completed within 3 Business Days of receipt of the request by Diners Club).

3.8 Control Limits

- (a) The Organisation may elect to place a Control Limit on the Account. This election can be made by

contacting Customer Service on 1 300 360 180 and identifying the Cardholder and Control Limit which is to apply. The Control Limit will apply immediately. 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 refuse authorisation of a charge which Diners Club processes the cancellation or change (this will usually be completed within 3 Business Days of receipt of the request by Diners Club).

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) A charge form received by Diners Club for payment shall be conclusive proof that the charge recorded thereon was properly incurred at the Member Establishment in the amount, by the person and by the use of the Diners Club Card or Account referred to in that form, except 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.
- (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.
- (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. This may include detailed transaction information such as itemised and categorised purchase information.

- (e) Except as required by law you are liable for any charges to the Account incurred before or after the Diners Club Card is cancelled or your right to use the Account is revoked.

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 where no charges or other debits have been made to the Account since the previous statement of account to the Organisation.
- (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.

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) appearing on each statement of account immediately upon receipt of that statement by either of you.
- (b) For the purposes of clause 6(a), where you receive a paper version of a statement of account, you are deemed to have received a statement of account on the date of actual receipt of it by one of you or 5 days after Diners Club gives the statement of account to one of you, whichever occurs first.
- (c) For the purposes of clause 6(a), where you receive an electronic paper version of a statement of account, including on CD, you are deemed to have received a statement that the statement of account is available to be viewed.
- (d) 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 immediate 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 (**'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 and the date that is 21 days after the issue date of each statement of account which is issued on or after the Corporate Card Default Date from 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 A Diners Club's right to cancel the Diners Club Card and revoke the Cardholder's right to use the Account.

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 liable (in accordance with clause 4) for charges incurred by the use of a lost or stolen Diners Club Card, or the Account that has been accessed

fraudulently, to a limit of \$50.00 provided that you were not in fraud, theft or misuse. You are not liable for unauthorised charges incurred after you Club Card is lost or stolen.

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

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) Fees which have become due and payable;
- (c) amounts payable in respect of Liquidated Damages (in accordance with clause 7);
- (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 1 300 360 1 80. 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, 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 transactions
 - (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 20.
- (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, 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:

- (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 being exceeded, the person(s) liable for charges to the Account under Clause 4 is liable for that Cash Advance.

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.
- (c) Please note that if you use an ATM in Australia that is not a Citibank or Westpac Group ATM, the ATM owner may charge you directly for the use of their ATM.

13.4 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 provide 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, eg. 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 a computer or electronic organiser) which another person may easily access.

13.5 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 1 300 360 180 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. You must confirm your report in writing to Diners Club as soon as possible. Please refer to the back cover of this booklet for contact details.

14 Cancellation

14.1 Cancellation by Diners Club

Diners Club may cancel the Cardholder's Diners Club Card and revoke the Cardholder's right to use the Account with or without cause or notice. Upon becoming aware of the cancellation or revocation, the Cardholder must immediately stop using the Diners Club Card and the Account and you must immediately return the Diners Club Card to Diners Club.

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.

14.2 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 as well as the Diners Club Card, cut diagonally in half.
- (b) The Cardholder must advise Diners Club immediately 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.

14.3 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 14.3(b) or (c), the Cardholder must immediately return the Diners Club Card, cut diagonally in half and must not make any further charges to the Account.
- (e) Any outstanding balance must be paid upon cancellation of the Account.

14.4 Credit balances

If the Account has a credit balance when the Account is cancelled, you agree that Diners Club will pay either the Organisation or the Cardholder (at Diners Club's absolute discretion) the amount equal to the credit balance of the Account at the time of cancellation (unless Diners Club is required to remit those funds as unclaimed money in accordance with the law).

15 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.

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.

16 Our liability

- (a) Except as required by law, Diners Club is not responsible or liable for:
- (1) goods or services purchased using a Diners Club Card or the Account;
 - (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;
 - (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 which 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 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 14.4.
- (b) Except as required by law, 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.

17 Privacy

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

In this section "you" means any Cardholder.

We collect, use and disclose your personal information:

- to assess any application for credit and to provide and administer your credit facilities and related services;

- to conduct reviews of your facility from time to time at our sole discretion;
- to comply with applicable laws both in Australia and overseas. The Australian legislation requiring us to collect your personal information includes (b) the Anti-Money Laundering and Counter-Terrorism Financing Act (for example, to comply with identity verification requirements); the Personal Property Securities Act, State and Territory real 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, sometimes we may need to collect personal information about you from third parties for the purposes described above. The circumstances in which we may need to do this 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 assess your circumstances) or to assist us to locate or communicate with you.

Disclosures of your personal information

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

- our affiliates and sales agents;
- other credit providers;
- any signatory or guarantor to the facility for which you are applying;
- any broker, financial, legal or other adviser acting in connection with your facility or application;
- regulatory and tax authorities in Australia and overseas;
- a credit reporting body or other business or other organisation that provides personal credit or commercial credit information (see 'Exchange of information with credit reporting bodies' below);

- entities and organisations involved in any rewards program;
- any insurer relating to your facility including consumer credit insurance to arrange and administer consumer credit insurance or any trade insurer for any purpose relating to an application for commercial credit;
- any person in connection with funding financial accommodation by securitisation;
- organisations wishing to acquire an interest in any part of Diners Club's business for assessing or implementing any such acquisition;
- organisations that carry out functions on our behalf including mailing houses, data processors, researchers and collection agents; and
- to other organisations as further set out in our Privacy Policy and Credit Reporting Policy.

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 but it is likely that such countries will include the United States of America, India, the Philippines and Singapore. Such overseas recipients may not be bound by the Privacy Act.

You acknowledge that by consenting to us disclosing your personal information to overseas recipients, Australian Privacy Principle 8.1 will not apply to the disclosure (which means that we will not be obliged under the Privacy Act to take reasonable steps to ensure that an overseas recipient does not breach the Australian Privacy Principles and we may not be liable under the Privacy Act if the recipient does not act consistently with the Australian Privacy Principles).

By using Diners Club products and services you consent to disclosures to overseas recipients.

Exchange of information with credit reporting bodies and other information services

We obtain credit reporting information and other credit-related information about you from CRBs, commercial credit information services and other information

providers in circumstances permitted by the Privacy Act including the purposes for which we collect personal information described above.

If you have made an application for commercial credit, or have obtained commercial credit from us, you agree that we can obtain credit reporting information about you from a CRB for the purposes of assessing any application for commercial credit and collecting payments that are overdue in relation to 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 credit reporting bodies (CRBs). Our Credit Reporting Policy (available on our website at dinersclub.com.au/privacy.htm) contains information about credit reporting, including the CRBs with which we may share your personal information.

We may use your personal credit and commercial credit information as set out in our Credit Reporting Policy.

We have the right to conduct reviews of your facility from time to time and at our sole discretion. You acknowledge that we will provide personal information to a credit reporting agency as permitted by the Privacy Act for each review and that a credit report may be obtained from a credit reporting agency for the purpose of any such review.

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

You can view the Diners Club Privacy Policy or Credit Reporting Policy on our website at dinersclub.com.au/privacy.htm or obtain a copy by calling us on 1 300 360 060. These policies include information as to how you can access and/or seek correction of the personal information we hold about you. A charge may apply for providing you with access to your personal information. 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) or the Credit Reporting Code and how we will deal with such a complaint.

Your Marketing Communications Preferences

Diners Club, Citigroup affiliate companies and their partners may use your personal information (including your telephone number, regardless of whether it is listed on the Do Not Call Register, and your email or other electronic addresses) to keep you informed about 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 (without an unsubscribe facility). Citigroup operates in several different lines of business including banking, credit cards, consumer finance, securities and insurance. 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 notify us in writing or by phone on 1 300 360 060. 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.

Call recording

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

18 Account conversion

- (a) If Diners Club determines that an requirements for either a Business Card Account or Corporate Card Account (as appropriate), Diners Club may elect to convert:
 - (1) an existing Corporate Card Account to a Business Card Account (and the Cardholder's Account is also converted and linked to the new Business Card Account); or
 - (2) an existing Business Card Account to a Corporate Card Account (and the Cardholder's Account is also converted and linked to the new Corporate Card Account) if Diners Club determines such conversion is appropriate in its absolute discretion, (as appropriate) after providing 5 days prior notice to the Organisation.
- (b) The Organisation agrees that if the Organisation's Account is converted by Diners Club:

- (1) Points Pooling (if selected) will be cancelled as from the date of conversion unless otherwise agreed by Diners Club; and
 - (2) Merchant Type Blocking, Control Limits and any other additional feature of the Account selected by the Organisation will continue to apply to the converted Diners Club.
- (c) Cardholders may continue to use their existing Diners Club Cards on a converted Account until those Diners Club Cards are replaced or renewed.

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 immediately 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 14.1 or 14.3:
- (1) the Organisation must take all reasonable steps to promptly recover the Diners Club Card and return it to Diners Club; 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 it in the trust deed prior to that change taking effect.

- (f) Diners Club may request that the Organisation provide Diners Club with of the Organisation (including, but not Organisation must provide the requested information to Diners Club within 30 days following the receipt of such a request or Club in the request.

20 Changes to these Terms and Conditions

Diners Club may amend these terms and conditions (including the introduction of or amendments to fees) at any time by giving you prior written notice of the amendment. Such notice may be given to you by post, or press advertisement in a newspaper circulating in your State or Territory.

21 Notice

- (a) The parties can give notice to each other under these terms and conditions by post, facsimile 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) You agree that a certificate signed by an officer of Diners Club stating the amount owing by you to Diners Club is, subject to manifest error, sufficient evidence of the amount owing.
- (d) These terms and conditions are construed according to and are governed by the laws of Victoria. You agree to submit to the nonexclusive 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).

- 1 card \$95
- 2-4 cards \$70
- 5-19 cards \$60
- 20-49 cards \$55
- 50-149 cards \$50
- 150-299 cards \$35
- 300-500 cards \$25
- 501-999 cards \$20
- Over 1,000 cards Negotiable

Annual Fees for MasterCard Cards shall be as advised from time to time.

Copy Document Fees

- Copy of Statement of Account \$4
- 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 plus cost of call
- Australia Post – pay over counter (per cash or cheque payment) \$1.55
- Club Direct (Direct debit on nominated date) Nil
- Club Connect (Authorised payment from nominated account by phone) Nil

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
- Dishonoured Club Connect payment \$35

Diners Club Rewards Program

- Diners Club Rewards Membership Fee \$77 (made up of Rewards Program fee of \$55 and the Rewards Operation fee of \$22. Not applicable for MasterCard Cardholders)

Other Fees

- Fraud charges (Refer to clause 8(b) for details of when this is charged) \$50
- 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.

Diners Club Rewards Program

Terms and Conditions

I Definitions

In the Terms and Conditions, unless the context otherwise requires

Account means, in respect of a Member:

- (a) a Business Card Account in respect of which the Member has been issued a Card;
- (b) a Corporate Card Account in respect of which the Member has been issued a Card;
- (c) a Personal Card Account held by the Member; or
- (d) 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 a Personal Card 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 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:

- (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) if Diners Club converts a Corporate Card Account to a Business Card Account pursuant to clause 18 of the Diners Club Business/Corporate Card Terms and Conditions, the Diners Club charge card business Account that is provided by Diners Club to the Organisation. A Business Card Account is designed for businesses which have or will have no more than 10 Cardholder's Accounts linked to the Organisation's Account.

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

Card Account means a Business Card Account, Corporate Card Account or a Personal 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:

- (a) if the Organisation's application for a Diners Club charge card Account is made using a Corporate Card Application Form; or
- (b) if Diners Club converts a Business Card Account to a Corporate Card Account pursuant to clause 18 of the Diners Club Business/Corporate Card Terms and Conditions, the Diners Club charge card corporate Account that is provided by Diners Club to the Organisation.

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.

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 (d).

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.

Launch Date means 12 November 2001.

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 requests the issue of the Card to the Cardholder.

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

Personal Card Account means a Diners Club charge card Account held in the name of an individual.

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 implemented in September 2005.

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.

2 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 Personal Card Account, the individual in whose name the Personal Card Account has been opened; and

- (4) 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 on or after the Launch Date, 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 Reward Points for a Reward.
- (c) If you apply to open an Account linked to a Business Card Account on or after 8 June 2003 you will be automatically enrolled as a Member and are subject to the Terms and Conditions (including the Rewards Membership Fee) for as long as you have an Account which is linked to that Business Card Account.
- (d) 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.

3 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 any of your Account terms and conditions. If you or the Account holder only partially satisfy the payment obligations for an Account, Diners Club may choose not to allocate Reward Points to your Reward Points Record until those payment obligations are satisfied in full.
- (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 you or the Account holder only partially satisfy the payment obligations for an Account, Diners Club will not allocate Bonus Reward Points to your Reward Points Record until those payment obligations are satisfied in full.
- (e) For Bonus Points to accrue and be allocated, an Eligible Transaction must be made with the Bonus Partner and at one of its outlets situated within Australia.

- (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) Diners Club will use its best endeavours to supply you with a quarterly periodic Reward Points statement showing your current Reward Points balance, however it assumes no liability for failure to do so.
- (j) Your Account statement will show the total number of Reward Points accrued on that Account as at the Account statement date.
- (k) 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.

4 Duration and Loss of Reward Points

- (a) Subject to the Terms and Conditions, Reward Points may be redeemed at any time.
- (b) You can elect not to participate in, or to cancel, your membership of Diners Club Rewards by calling Diners Club on 1 300 360 180.
- (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 suspend or exclude you from participation in the Diners Club Rewards, or to terminate your membership of the 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 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.

- (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.

5 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. Reward Points are deducted in order of oldest to newest accumulated Reward Points.
- (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) When claiming a Non-Frequent Customer Program Reward, you may request Diners Club to provide that directly to a person nominated in writing by you. Once such a nomination is made it cannot be altered or revoked.
- (l) A request or claim for Reward redemption cannot be altered or revoked.
- (m) 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.
- (n) Upon redeeming a Reward, the Member releases Diners Club from any liability in respect of the redemption or use of such Reward.
- (o) Redeemed Rewards are not exchangeable for other Rewards, refundable, replaceable or transferable for cash or credit.
- p) 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.

- (q) If you make a request to redeem Points by using our call centre, you will require an additional number of Points, which will be advised at the time the request is made.

6 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.
A Reward Certificate is valid for the duration specified on the Reward Certificate or, where no duration is specified, for 6 months from the date of issue of the Reward 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, altered, incomplete or defective in any way.
- (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.

7 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 1 300 360 180 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.

8 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) One Reward Point may be redeemed for one Qantas Frequent Flyer Point. The minimum number of Reward Points that can be redeemed for Qantas Frequent Flyer Points at any time is 10,000. Reward Points may only be redeemed in exact block multiples of 10,000 for Qantas Frequent Flyer Points.
 - (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 Cardmembers.

- (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.
 - (7) Commencing 1 April 2009, to redeem for Qantas Frequent Flyer Points you must hold:
 - (a) A Personal Card Account that is jointly linked to the same Diners Club Rewards Account as a Business Card Account.
 - (b) A Business Card or Corporate Card Account that is linked to a Rewards Account.
- (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.

9 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 it assumes no liability should the transfer be unsuccessful or delayed.
- (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.

10 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 (this will usually be completed within 3 Business Days of receipt of the Points Pooling form by Diners Club). You can obtain a Points Pooling form by calling 1300 360 180.
- (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 (this will usually be completed within 3 Business Days of receipt of the request by Diners Club).
- (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.

11 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.

12 Warranties

- (a) Except as provided in any law which cannot lawfully be excluded or modified by agreement, 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.

13 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.

14 General

- (a) Diners Club may at any time in its discretion, suspend or terminate Diners Club Rewards by giving you 30 days prior written notice. 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 the Terms and Conditions (including to introduce or vary a fee or charge) from time to time in its sole discretion by giving you 30 days prior written notice. Any such variation will come into effect on the date set out in the notice of variation.
- (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 1 300 360 180. 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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