

LOYALTY PROGRAM REWARD SCHEME TERMS AND CONDITIONS

Effective November 2020

1. Introduction

1.1 These Terms and Conditions:

- (a) apply to and govern the contractual relationship between the Program Partner and each Member with respect to the Reward Scheme made available by the Program Partner as a participant in the Qantas Business Rewards Program;
- (b) are effective as at the date specified above and may be amended from time to time; and
- (c) operate in conjunction with the Qantas Business Rewards Program Terms and Conditions (available at www.qantasbusinessrewards.com) and in the event of any inconsistency or conflict the Qantas Business Rewards Program Terms and Conditions prevail.

1.2 It is the Member's responsibility to read and understand these Terms and Conditions and the Qantas Business Rewards Program Terms and Conditions. Any queries regarding these Terms and Conditions should be directed to the Program Partner and any queries regarding the Qantas Business Rewards program Terms and Conditions should be directed to Qantas.

2. Definitions

2.1 Unless the context otherwise requires:

- (a) terms used in the Qantas Business Rewards Program Terms and Conditions and the QFF Program Terms have the same meaning in these Terms and Conditions; and
- (b) the following terms have these meanings in these Terms and Conditions.

Eligible Products means a B2B payment service made using either credit cards or debit through Payment Logic or Yak Pay portals (refer to the table in Schedule 1 of these Terms and Conditions).

Program Partner means Yak Pay International Pty Ltd (Yak Pay) or Payment Logic Pty Ltd (Payment Logic) as applicable.

Program Partner Terms and Conditions means the terms and conditions from time to time of the Program Partner for the use of its services as set out on the Program Partner's website.

Reward Scheme means the rewards scheme offered by Yak Pay or Payment Logic, as applicable, as set out in the table in Schedule 1 and otherwise in accordance with these Terms and Conditions.

Terms and Conditions means these Loyalty Program Reward Scheme Terms and Conditions which are administered by the Program Partner as amended from time to time and as available in their current form on the websites of Yak Pay or Payment Logic and the Program Partner Terms and Conditions.

2.2 In these Terms and Conditions, unless the contrary intention appears:

- (a) the singular includes the plural and vice versa; and

(b) a reference to 'include' or 'including' means 'including but not limited to'.

3. Application of Reward Scheme Terms and Conditions

By claiming any Qantas Business Rewards Benefit under the Reward Scheme, a Member agrees to be bound by these Terms and Conditions in addition to the Qantas Business Rewards Program Terms and Conditions.

4. Changes to Reward Scheme

4.1 Subject to clause 4.2 the Program Partner may implement any changes (whether material or otherwise) to these Terms and Conditions and the Qantas Points offered in relation to Eligible Products, including changes to:

- (a) the ways in which Qantas Points are earned under the Reward Scheme;
- (b) Eligible Products; and
- (c) restrictions, conditions and eligibility to earn Qantas Points under the Reward Scheme.

4.2 The Program Partner will inform Members of material changes to these Terms and Conditions and where such changes will reduce the number of Qantas Points offered to Members under the Reward Scheme, when possible, give Members at least 30 days' notice.

4.3 Without limiting clause 4.1 in any way, Members will be taken to have received the notice referred to in clause 4.2 if the Program Partner or Qantas Business Rewards Program notifies Members of the change by sending an email to the email address in the Membership Account.

5. Termination or suspension of the Reward Scheme

5.1 The Program Partner gives no undertaking as to the continuing availability of the Reward Scheme. The Program Partner may terminate or suspend the Reward Scheme at any time, and will give at least 60 days' notice to Members of such termination or suspension, except if the Qantas Business Rewards Program ceases to operate, in which case the Reward Scheme will cease immediately.

5.2 If the Program Partner terminates or suspends the Reward Scheme, subject to the Qantas Business Rewards Program Terms and Conditions, Members will be able to earn Qantas Points during the notice period, except where:

- (a) Qantas is ceasing to operate an airline business and/or has gone into liquidation, receivership or other form of administration; and/or
- (b) the Program Partner ceases to operate its business and/or has gone into liquidation, receivership or other form of administration,

in which case Members will not be entitled to earn further Qantas Points in Qantas Business Rewards may be cancelled without notice

6. Earning Qantas Business Rewards Benefits

6.1 Subject to the exclusions, limitations and other conditions specified in this clause 6, or these Terms and Conditions, the Program Partner will acquire and subsequently assign the Qantas Business Rewards Benefits to Members at the applicable rate specified in the Reward Scheme.

6.2 No Qantas Business Rewards Benefits will be awarded if the Eligible Product is cancelled, refunded or returned.

6.3 Members are not entitled to claim Qantas Business Rewards Benefits under the Reward Scheme for:

- (a) Payments not approved, authorised or processed by the Program Partner
 - (b) Promotions not approved and authorised by the Program Partner
 - (c) Any payments that do not comply with Australian Law
 - (c) Any overseas payments
- 6.4 To earn Qantas Business Rewards Benefits in relation to an Eligible Product, the Member must quote its ABN and at the time of purchasing an Eligible Product and must comply with any other requirements or procedures advised by the Program Partner prior to the purchase.
- 6.5 It is the responsibility of the Member to check whether a product or other activity is eligible to earn Qantas Business Rewards Benefits, and if so how many Qantas Points or which other Qantas Business Rewards Benefits will be earned, before making a purchase or undertaking the relevant activity.
- 6.6 Members must provide the Program Partner on request with documented verification of the purchase of an Eligible Product. The Program Partner reserves the right to deny or revoke the crediting of Qantas Points in Qantas Business Rewards at any time if the Program Partner determines that Qantas Points were improperly obtained or erroneously credited to a Member's Membership Account.
- 6.7 Unless otherwise determined by the Program Partner, Members are not eligible to earn Qantas Points in the Reward Scheme if they:
- (a) Are not an Australian business with a registered ABN
 - (b) Have acted in an illegal or fraudulent way to try to become eligible for Qantas Points
- 6.8 The Program Partner may offer additional opportunities to earn Qantas Points in Qantas Business Rewards under a special promotion from time to time, in which case the terms and conditions referred to in the promotion will apply.
- 7. Crediting Qantas Points in Qantas Business Rewards**
- 7.1 The Program Partner will endeavour to instruct Qantas Business Rewards to credit the applicable number of Qantas Points to the Membership Account within 14 days after the purchase of an Eligible Product. It is the responsibility of the Member to check that the correct number of Qantas Points has accumulated in the Membership Account.
- 7.2 Claims for the crediting of Qantas Points in Qantas Business Rewards retrospectively must be made by the Member to the Program Partner within 90 days after the purchase of an Eligible Product. Unless otherwise specified by Qantas Business Rewards, claims for the crediting of Qantas Points cannot be made if the Membership is not current or if the Membership Account was not active at the time the Eligible Product was purchased.
- 8. Suspension or termination of a Member or Qantas Points in Qantas Business Rewards**
- 8.1 The Program Partner reserves the right to terminate a Member's participation in the Reward Scheme or withhold or cancel Qantas Points claimed under the Reward Scheme if a Member or any of the Member's representatives has attempted to claim Qantas Points under the Reward Scheme to which they were not entitled.
- 8.2 The Program Partner and Qantas Business Rewards will not be liable for any loss or damage whatsoever suffered by any person as a result of such withholding or cancellation and the Member is responsible for ensuring that its nominated Qantas Points Recipients are notified of this.

9. Personal Information

Yak Pay's privacy policy is available at <https://www.yakpay.com/policy> and Payment Logic's privacy policy is available at <https://www.paymentlogic.com.au/policy>.

10. Taxation Implications

10.1 The Program Partner recommends that Members and their nominated Qantas Points Recipients consult their accountant or tax adviser to ensure that they understand possible tax (including fringe benefits tax) implications, if any, related to their earning and use of Qantas Points under the Reward Scheme.

10.2 Each Member acknowledges and agrees that the Program Partner and Qantas will not be responsible and shall not have any liability for any tax or fringe benefits tax or other tax arising from a Member's participation in the Qantas Business Rewards Program or receipt of Qantas Business Rewards Benefits.

Yak Pay International (ACN: 634 056 367)

Payment Logic Pty Ltd (ACN: 158 935 810)

Schedule 1

Program Partner	
Eligible Products	<p>Yak Pay and Payment Logic Credit Offer</p> <p>A member will be eligible to receive Qantas Points when a payment is processed on credit card on Yak Pay or Payment Logic. A Qantas Business Rewards account must be linked before the payment is made to receive the points.</p> <p>Yak Pay and Payment Logic Bank Transfer Offer</p> <p>A member will be eligible to receive Qantas Points when a payment is made by Bank Transfer on Yak Pay or Payment Logic. A Qantas Business Rewards account must be linked before the payment is made to receive the points.</p>
Qantas Business Rewards Benefit Earn Rate	<p>Yak Pay and Payment Logic Credit Offer</p> <p>1 Qantas Point for every \$7 paid to the ATO with a credit card. 1 Qantas Point for every \$10 for any other invoice paid with a credit card.</p> <p>Yak Pay and Payment Logic Bank Transfer Offer</p> <p>1 Qantas Point for every \$3 processed via Yak Pay Bank Transfer.</p>

Short form disclaimer:

A business must be a Qantas Business Rewards Member to earn Qantas Points for business. A one-off join fee of \$89.50 including GST normally applies, however this will be waived for Yak Pay and Payment Logic customers. Membership and Qantas Points are subject to [Qantas Business Rewards Terms and Conditions](#). Qantas Points for business are offered under the [Yak Pay Terms and Conditions](#). Yak Pay and [Payment Logic](#) customers who have linked their Qantas Business Rewards account will earn 1 Qantas Point for every \$3 processed via Yak Pay Bank Transfer, 1 Qantas Point for every \$10 spent on credit card payments, and 1 Qantas Point for every \$7 paid to the ATO with a credit card. Any claims in relation to Qantas Points under this offer must be made directly to Yak Pay or Payment Logic as applicable.