

American Express Airpoints Card Benefits Terms and Conditions

Effective 3 October 2017



AMERICAN EXPRESS

The American Express Airpoints Card

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American Express Airpoints Card – Benefits Terms and Conditions

Effective 3 October 2017

If you have not already accepted these American Express Airpoints Card Terms and Conditions, your first use of the Card or Card account will indicate your agreement to these American Express Airpoints Card Terms and Conditions

1. Definitions

Accrued Airpoints Dollars™ – Airpoints Dollars accrued as a result of transactions on the Card and Supplementary Card that have not been transferred to the Basic Card Member's Airpoints Programme account.

Air New Zealand – Air New Zealand Limited of Air New Zealand House, 185 Fanshawe Street, Auckland 1010.

Air New Zealand Airpoints™ Programme – The Airpoints loyalty programme operated by or on behalf of Air New Zealand.

Airpoints Dollars – The currency of the Air New Zealand Airpoints Programme.

Airpoints Programme – The Air New Zealand Airpoints Programme.

Airpoints Terms and Conditions – The Air New Zealand Airpoints Programme Terms and Conditions.

American Express Airpoints Card Card Member Agreement – The terms and conditions issued by American Express from time to time in relation to the use of a Card.

American Express – American Express International (NZ) Inc., Incorporated in Delaware, USA.

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

Bonus Airpoints Dollars – The additional Airpoints Dollars accrued in respect of a purchase made from a Bonus Partner with a Card or Supplementary Card in addition to the standard Airpoints Dollars accrued for that transaction.

Bonus Partner – Merchants who enter into an agreement with American Express in relation to the provision of Bonus Airpoints Dollars to Basic Card Members.

Card – The American Express Airpoints Card offered, issued, and administered by American Express International (NZ), Inc.

Card account – The account for the American Express Airpoints Card.

Eligible Charges – Has the meaning set out in Section 5 of these Terms.

Enrolment Date – The date on which American Express opens the Card account.

Supplementary Card – An American Express Airpoints Card issued to another person at the request of the Basic Card Member and on the Basic Card Member's Card account.

Supplementary Card Member – A holder of a Supplementary Card who is authorised to transact on the Card account.

You and your – The Basic Card Member.

We and our – American Express.

2. Eligibility

- 2.1 The Basic Card Member must be a Member of the Airpoints Programme to earn and redeem Airpoints Dollars. Basic Card Members who apply for the Card and are not currently Members of the Airpoints Programme will have a new Airpoints Programme account opened on their behalf in order to earn Airpoints Dollars. Membership of the Airpoints Programme and the earning and redemption of Airpoints Dollars are subject to the Airpoints Programme Terms and Conditions. Please refer to www.airnewzealand.co.nz/airpoints or call the Air New Zealand contact centre on 0800 737 000 for a copy.
- 2.2 The Basic Card Member must advise American Express if his or her Airpoints Programme membership number has been captured incorrectly on receipt of their Card. If American Express has not been notified of the correct Airpoints Programme membership number, Airpoints Dollars may not be able to be transferred to the Airpoints Programme account.
- 2.3 The Basic Card Member shall be able to access their Airpoints Programme account statements online only and shall not receive paper Airpoints Programme statements. Airpoints Programme statements can be viewed by logging into myairnz.co.nz

3. Earning Airpoints Dollars

- 3.1 Every Basic Card member will earn one Airpoints Dollar for every one hundred New Zealand dollars (NZD100) of Eligible Charges billed to the Basic account (including spend by supplementary Card Members).
- 3.2 Each eligible charge will be calculated on the basis that 0.01 Airpoints Dollars will be earned for every one New Zealand dollar (NZD1) of Eligible Charges. If in a given monthly cycle the total Eligible Charges do not equal one New Zealand Dollar (NZD1) or a multiple of one New Zealand Dollar (NZD1), accrued Airpoints Dollars shall be rounded up or down to the nearest whole Airpoints Dollar.
- 3.3 The Basic Card Member may from time to time accrue Bonus Airpoints Dollars when the Basic Card Member or Supplementary Card Member makes a purchase from a Bonus Partner. Bonus Partners may change from time to time. Details are available from American Express.

4. Eligible Charges

- 4.1 For the purpose of earning Airpoints Dollars, "Eligible Charges" means charges made to the Basic Card Member's account in respect of goods and services.

Eligible Charges exclude:

- (a) charges prepaid prior to the first billing statement for that account following the Enrolment Date;

- (b) cash advances and other cash services;
 - (c) American Express Travellers Cheque and gift cheque purchases;
 - (d) charges for dishonoured cheques;
 - (e) interest charges;
 - (f) late payment charges; and
 - (g) all other fees and charges applied to the Card account.
- 4.2 Balance transfers from other card accounts are not eligible to earn Airpoints Dollars on the amounts transferred. American Express reserves the right to change this provision at any time and may offer Airpoints Dollars on balance transfers as part of specific promotions and subject to any conditions it thinks fit.
- 4.3 When the Basic Card Member or Supplementary Card Member obtains a refund or reimbursement for items purchased on the Card or Supplementary Card as applicable, a credit is posted to the Card account in the amount of the refund or reimbursement. This credit will reduce the Accrued Airpoints Dollars to reflect the refund or reimbursement.

5. Airpoints Programme Fees

- 5.1 Airpoints Programme Joining Fee and Annual Account Fee – The Airpoints Programme joining fee and annual account fee in respect of the Basic Card Member's Airpoints Programme account will be waived for the duration that the Card account remains open and in good standing. If the Card account is closed or cancelled at any time for any reason, the Airpoints Programme annual account fee may become immediately applicable.

6. General

- 6.1 Spend on Supplementary Cards will accrue Airpoints Dollars for the Basic Card Member
- 6.2. Accrued Airpoints Dollars are not the property of the Basic Card Member or Supplementary Card Member and are not transferable to another Card account, or an Airpoints membership account which is not under the Basic Card Member's name whether by operation of law or otherwise, either to any other person or entity.
- 6.3 Accrued Airpoints Dollars have no monetary value.
- 6.4 If any Card Account is not in good standing, the Basic Card Member's privilege to earn Airpoints Dollars may be cancelled and/or Accrued Airpoints Dollars forfeited. American Express reserves the right to withdraw all Card benefits from the Basic Card Member and Supplementary Card Member due to the Basic Card Member's or the Supplementary Card Member's failure to adhere to the American Express Airpoints Card Conditions of Use.

- 6.5 If a Basic Card Member cancels the Card account, or if for any reason American Express cancels the Card account, any Accrued Airpoints Dollars that have not been transferred to the Airpoints Programme will be forfeited.
- 6.6 Accrued Airpoints Dollars will be automatically transferred to your Airpoints Programme account on a monthly basis. The monthly Card account statement will specify the number of Accrued Airpoints Dollars accumulated during that month to be transferred to the Airpoints Programme account. The total Airpoints Dollars earned during your monthly Card statement cycle may not all appear on your Airpoints Programme statement for the next month as the transfer occurs **approximately six days prior** to the end of your Card statement cycle. Any Airpoints Dollars for transactions on your Card account made after the transfer date will appear on your next month's Airpoints Programme statement.
- 6.7 American Express assumes no responsibility for Airpoints Dollars transferred to the Airpoints Programme or for the actions of Air New Zealand in connection with its Airpoints Programme or otherwise.
- 6.8 American Express assumes no responsibility for any loss of whatever nature resulting from the redemption of Airpoints Dollars from the Airpoints Programme.
- 6.9 Air New Zealand can suspend or terminate the Airpoints Programme at any time it deems appropriate. In such a case, American Express shall give advance written notice to Basic Card Members.
- 6.10 American Express reserves the right to change these American Express Airpoints Card Benefit Terms and Conditions at any time including, but not limited to, Airpoints Dollar earn rates. American Express will notify Basic Card Members of changes to these terms and Basic Card Members and Supplementary Card Members will be bound by those changes.
- 6.11 Fraud and abuse relating to the accrual of Airpoints Dollars may result in forfeiture of Airpoints Dollars as well as cancellation of the Card account.
- 6.12 The Basic Card Member is solely responsible for any government tax, duty or other charge imposed by law in any country in respect of the Basic Card Member's and the Supplementary Card Member's use of the Card.
- 6.13 All questions or disputes regarding eligibility for Airpoints Dollars or the transfer of Accrued Airpoints Dollars to the Airpoints Programme will be resolved by American Express at its sole discretion. (Any such questions or disputes must be brought to the attention of American Express and resolved within 12 months. Additionally, any Airpoints disputes must be raised and resolved within 12 months from when the Airpoints Dollars are first credited to or deducted from the Airpoints Programme account.)

- 6.14 American Express's failure to enforce a particular term or condition does not constitute a waiver of that term or condition by American Express.
- 6.15 American Express may assign its rights under these Terms and Conditions at any time without the Basic Card Member's or the Supplementary Card Member's consent.
- 6.16 Use of the Card and any Supplementary Cards and Card account is subject to the American Express Airpoints Card Card Member Agreement and Privacy policy.
- 6.17 Airpoints Dollars are governed by, and subject to, the Airpoints Programme Terms and Conditions.
- 6.18 These terms and conditions are governed by the laws of New Zealand.

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