



## Qantas Business Rewards and Mint Payments TERMS AND CONDITIONS

Effective November 2021

### 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](http://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 Mint Payments products that are listed as a part of the program, have plans with a Qantas Points earn rate and included in your agreement with Mint as eligible to earn;

- a) Virtual Terminal/ Hosted Payments Page
- b) eCommerce Payments Plug In
- c) mPOS M10
- d) mPOS WisePad 3
- e) MintEFT

**Personal Data** means information or an opinion about an identified individual, or an individual who is reasonably identifiable, whether the information or opinion is true or not, and whether the information or opinion is recorded in material form or not;

**Program Partner** means Mint Payments;

# Mint

**Reward Scheme** means, for the purposes of these Terms and Conditions, the Qantas Business Rewards program which is operated by the Program Partner.

**Terms and Conditions** means these Reward Scheme Terms and Conditions which are administered by the Program Partner.

**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 and the Reward Scheme Terms and Conditions, 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 30 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 transfer 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 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, the Program Partner will award Qantas Business Rewards Benefits to Members at the applicable rate specified in the Program Partner Earn Table, or in any special offer, for Eligible Products paid for by the Member for the Member's business related purposes.

**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) receivables transactions conducted through the MintEFT Portal.

**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 signing up for an Eligible Product and must comply with any other requirements or procedures advised by the Program Partner prior to sign up.

This includes, but is not limited to, submitting a completed application form to the Program Partner including relevant business or personal information and documentation required to process the application for the product(s). As a part of this process, the business must be approved and onboarding completed.

**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 signing up for the product or undertaking the relevant activity.

**6.6** Members must provide the Program Partner on request with documented verification of the application and approval for 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) are a part of the Program Partner's proprietary reward program Mint Rewards;
- (c) are on a customised pricing structure that is not part of the listed Qantas Business Rewards plans; or
- (d) do not have rewards included in their agreement with the Program Partner.

**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 60 Days of billing for the 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 billing 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 used to earn points.

## **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**

- 9.1 You agree and consent to the Program Partner collecting, using, disclosing and processing your Personal Data for the purposes of the Rewards Scheme.
- 9.2 For the purposes of these terms and conditions, "Personal Data" means information about you, from which you are identifiable, directly or indirectly, including but not limited to your name, identification card number, birth certificate number, passport number, nationality, address, telephone number, credit or debit card details, race, gender, date of birth, email address, any information about you which you have provided to the Program Partner by any means and/or any information about you that has been or may be collected, stored, used and processed by the Program Partner.
- 9.3 The provision of your Personal Data is voluntary. However, if you do not provide the Program Partner your Personal Data, your request for membership may be incomplete and may cause the Program Partner to be unable to allow you to use or participate in the Rewards Scheme.
- 9.4 The Program Partner may collect, use, disclose and process your Personal Data for business and activities of the Program Partner which shall include, without limitation, to perform Program Partner's obligations in respect of the Rewards Scheme, to provide you with any services set out herein, to process, manage or verify your application for Eligible Products and the Rewards Scheme, for Mint to comply with its obligations under any applicable laws, regulations or notices or guidelines issued by any government or regulatory authority, to respond to questions, comments and feedback from you, for marketing purposes in connection with Eligible Products or the Rewards Scheme, and in accordance with any applicable laws permitting the use, collection, disclosure and processing of Personal Data.

## 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.

### Mint Payments

ACN: 122 043 029

### Qantas Business Reward Benefit Earn Rates:

For Virtual Terminal, Hosted Payments Page, eCommerce, mPOS M10, mPOS WisePad 3:

	Mastercard / Visa		American Express	
	RATE MSF (incl GST)	EARN RATE Earn rate \$/point	RATE MSF (incl GST)	EARN RATE Earn rate \$/point
Platinum	1.75%	\$5	2.50%	\$10
Gold	1.50%	\$10	2.40%	\$20
Silver	1.30%	\$25	2.30%	\$50

*\*All rates apply to domestic cards only*

For MintEFT:

	MintEFT	
	RATE MSF (Payables) (incl GST)	EARN RATE Earn rate points/ Payable
Platinum	\$ 0	20pt
Gold	\$ 0	15pt
Silver	\$ 0	10pt

*\*Standard rate for MintEFT is 10 points per Payable. Gold and Silver plans are available to customers on the corresponding plan for an acquiring product only. Points are only earned on MintEFT Payables (i.e. payments made by a Member through the MintEFT Portal), not Receivables (i.e. payments received by a Member through the MintEFT Portal).*