

# **Amplify Travel Terms and Conditions**

#### 1. Introduction

These terms and conditions relate to the Amplify Travel component of the Amplify Rewards ("Rewards Program"). These terms and conditions are in addition to the Rewards Program terms and conditions set out in the Amplify Terms and Conditions.

Westpac Banking Corporation ABN 33 007 457 141, AFSL and Australian credit license 233714 ("Westpac" or "We") has engaged, through a third party, a number of providers (each a "Program Provider") to provide certain elements of the Amplify Travel website and travel related rewards ("Amplify Travel Program"). Amplify Travel is operated by Pinpoint Travel Group Pty Limited (ABN 49 002 693 656) ("Mastercard Loyalty Solutions" or "MLS"). MLS is one of the Program Providers.

The Amplify Travel Program is available, as part of the Rewards Program, to the primary cardholder ("Cardholder" or "You") of an Amplify Rewards Credit Card ("Applicable Credit Card") issued by Westpac. The Amplify Travel Program is provided solely to assist Cardholders in gathering travel information, determining the availability of travel-related products and services, making legitimate reservations or otherwise transacting business with third-party travel suppliers ("Travel Suppliers") of travel and travel-related products and services ("Travel Services") such as flights, hotel accommodation and car hire.

Westpac and the Program Providers, together with their respective parent companies, subsidiaries, affiliates and suppliers, and their respective officers, directors, employees, representatives, agents and licensors, shall be referred to as a "Covered Party" or collectively as the "Covered Parties". By accessing and using the Amplify Travel Program, You accept and agree to the following terms and conditions ("Terms and Conditions").

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#### 2. Amplify Travel Program Terms & Conditions

These Terms and Conditions govern Your use of the Amplify Travel Program and Your agreement to:

- 1. use the Amplify Travel Program in accordance with these Terms and Conditions.
- 2. use the Amplify Travel Program to make legitimate Travel Service reservations for You or for another person for whom You are legally authorised to act.





- 3. inform such other persons about the Terms and Conditions that apply to the reservations You have made on their behalf, including all rules and restrictions applicable.
- 4. provide true, accurate, current and complete information in relation to the Amplify Travel Program
- 5. acknowledge and consent to Your personal information provided or used in connection with the Amplify
- 6. Travel Program being collected, held, used and disclosed in accordance with the MLS Privacy Policy and the privacy policy of any relevant Travel Supplier.
- 7. acknowledge and agree that Your use of the Amplify Travel Program website is governed by the Amplify Rewards Website Terms of Use.

The booking of vouchers or tickets shall be deemed to be Your consent to these Terms and Conditions.

We retain the right at our sole discretion, to deny You access to the Amplify Travel Program for any violation of these Terms and Conditions, such denial will not invalidate issued travelers tickets.

These Terms and Conditions (including fees, charges and other financial amounts) are subject to change.

If you would like any further copies of these Terms and Conditions, or have any queries regarding Amplify Rewards including the Amplify Travel Program please contact us on <u>1300 489 586</u>.

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# 2.1 What are the Booking Conditions?

We reserve the right not to accept any booking request (including the right to cancel a confirmed booking) at our sole discretion without the need to provide any reason. In the event that a booking is rejected or cancelled by a Covered Party and payment has already been received, the cash component of the booking will be refunded to You without any further liability on any Covered Party. Amplify Points cannot be amended or cancelled according to the Amplify Terms and Conditions (PDF) and the Amplify Business Rewards Terms and Conditions (PDF). However, for Amplify Travel, the Amplify Points will be held on file as a credit ("Credit"). A Credit will be held for 12 months, from the date of cancellation, may only be used for one new Travel Service booking during that 12 month period, and is otherwise strictly non-refundable and non-extendable. Unless otherwise stated, all bookings made are also non-transferable to another traveler who is not stated in the booking. Please refer to the section titled Amendments & Cancellations for further details.

As we rely on the Travel Services provided by Travel Suppliers, we reserve the right to amend or cancel a booking at any time (i) if an error is made by the Travel Supplier, or (ii) in circumstances beyond our control (such as notification from the Travel Supplier that they are unable to provide the Travel Services, price variations, or discontinuation of and/or changes to promotions, airfares or specific travel products and/or services). In such circumstances, we may (i) vary Your itinerary (such as substituting with alternative accommodation of a comparable or superior standard as the hotel booked, if necessary), with additional costs (if any) being borne by You, or (ii) cancel Your booking or the relevant element of Your booking.





## 2.2 Your responsibilities

You agree to be responsible for the following:

- 1) for any error in the accuracy of information that You provide in connection with the Amplify Travel Program and any travel booking; and
- 2) for all charges, fees, duties, taxes, and assessments arising out of the use of the Amplify Travel Program. Charges from Your use of the Amplify Travel Program will appear in points redeemed and/or charges on the monthly credit card statements for Your Applicable Credit Card associated with the Amplify Travel Program, including:
  - a) Rates for flights include all taxes and service charges. A Travel Concierge Fee will be added at time of payment (prior to final confirmation) for bookings made via the Amplify Rewards Centre only, please view section 2.8 for payment details. Airfare prices are not guaranteed until flights are ticketed. Additional charges, taxes, and fees may apply at the time of check-in and will be billed at that time directly to Cardholders. See c) below.
  - b) Rates for hotels quoted before the checkout page include all taxes and service charges. A Travel Concierge Fee will be added at time of payment (prior to final confirmation) for bookings made via the Amplify Rewards Centre only, please view section 2.8 for payment details. Additional charges, taxes, and fees may apply at the time of check-in and will be billed at that time directly to Cardholders. See c) below.
  - c) Fees that may apply after the initial ticket purchase including, but not limited to, (i) fees for itinerary changes or cancellations, (ii) after-purchase upgrades, including preferred or priority seat assignments, (iii) checked baggage fees, or (iv) in-flight food and beverage are not included in the advertised rates and will be the responsibility of the Cardholder. Post-booking fees, charges, amendments and cancellations vary and are determined by the Travel Supplier, and Program Providers. These charges may be in addition to the Travel Suppliers' charges as outlined in section 2.9 Amendments and Cancellations.
- 3) Bookings and transactions require the use of an Applicable Credit Card.
- 4) Travel Service prices shown are in Amplify Points and Australian Dollars (AUD\$) based on rates in effect at the time of booking and are subject to change without notice.
- 5) Travel benefits (such as bonuses or discounts) may not be combined with a Travel Supplier's other offers.
- 6) By purchasing Travel Services through the Amplify Travel Program You agree to abide by the terms and conditions imposed by any Travel Supplier or Covered Parties from whom You purchase Travel Services. Failure to do so may result in cancellation of the reservation(s) and being denied access to any Travel Service and/or required to cover any costs incurred by a Covered Party as a result of such violation. Westpac and the other Covered Parties are not responsible for any such action by a Travel Supplier due to Your failure to abide by such terms and conditions.





7) Airline Tickets & Policies: All airline tickets are subject to the published contract of carriage and rules of the airline carrier on which You will travel which is the responsibility of the Travel Supplier to make available to you before booking. The contract of carriage shall be between the applicable airline and the traveler only. The Covered Parties assume no responsibility in the determination and application of the terms and conditions applicable to the contract of carriage.

The circumvention of an air carrier's rules, including practices such as back-to-back ticketing (booking two or more tickets with overlapping travel dates in order to circumvent minimum stay requirements) and hidden-city ticketing (booking tickets including segments which the booker does not intend to use in order to circumvent an air carrier's pricing structure), is prohibited by many air carriers. The use of prohibited ticketing practices may result in the air carrier taking actions including the cancellation of the ticket, denied boarding, revocation of frequent flier miles and other benefits, additional charges to the booker's credit card, additional charges collected at the airport, or future invoicing.

All flight details should be confirmed with the applicable airline carrier including, without limitation, the schedule of Your flight, airline policies, checked baggage charges, checked and carry-on baggage size limitations or restrictions, and any other additional post-booking fees or charges that must be paid directly to the applicable airline. Airline schedules change frequently. Please reconfirm all flight dates and times with the appropriate airline 72 hours prior to departure. Airlines reserve the right to change aircraft equipment without notice.

Westpac and the other Covered Parties maintain no control over the personnel, equipment or operations of any airline or other Travel Supplier. Westpac and the other Covered Parties do not guarantee or insure any Travel Supplier or Travel Services and will not be responsible or liable for any act, error, omission, injury, loss, accident, damage, delay, non-performance, inconvenience, overbooking, irregularity or any consequences, which may arise in connection with any action or inaction by any Travel Supplier.

Neither Westpac, the Program Providers nor the other Covered Parties, make any promises or guarantees as to the accuracy, completeness, or adequacy of any delay or other air traffic management information on the Amplify Travel Program website or otherwise in connection with the Amplify Travel Program.

We recommend that You take out appropriate travel insurance in relation to Your booking at the time You make a booking through the Amplify Travel Program.

Electronic documents such as e-confirmations and e-documents will be provided to the email address given by You at the time of booking. Westpac and the other Covered Parties are not responsible for any change in the contact information provided by You at the time of booking.

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## 2.3 Amplify Rewards Centre

The Amplify Rewards Centre will operate between Monday – Friday 8am to 8pm AEST (excluding National public holidays). Cardholders may make amendments, changes & cancellations to their existing travel bookings via the Amplify Rewards Centre. Please call 1300 489 586 within Australia or +61 2 9352 3557 from overseas.





#### 2.4 Additional Travel Information and Terms

It is Your responsibility to obtain proper travel identification and satisfy all other requirements for travel to Your destination. Traveler identification must match the name on the airline reservation or ticket(s).

The Covered Parties have no special knowledge regarding the suitability of a particular Travel Service or travel itinerary for disabled persons. The Covered Parties also have no special knowledge regarding unsafe conditions, health hazards, weather hazards, or climate extremes at locations to or through which You may travel.

- BANKRUPTCY OR FLIGHT CHANGES, DELAYS OR CANCELLATIONS: Westpac and each other Covered
  Party shall have no liability if a Travel Supplier is not able to honor a Travel Service purchased through the
  Amplify Travel Program for any reason, including, without limitation, bankruptcy proceedings, strikes, labor
  shortages or flight delays, overbooking, cancellations or termination of service. You may be entitled to
  refunds from the relevant Travel Supplier depending on the terms of the contract of carriage and other
  applicable rules of the Travel Supplier.
- TRAVELER NAME AND IDENTIFICATION: All Travel Services purchased under the Amplify Travel Program
  must be purchased in the exact name of the person consuming the Travel Service which, must be identical
  to the name that appears on the person's passport or other government-issued identification card. Airline
  travelers must present a government-issued form of identification at the airport on the day of travel. Once
  purchased, tickets are not transferable.
- INTERNATIONAL TRAVEL RESTRICTIONS. Due to ticketing restrictions, booking tickets under the Amplify Travel Program for travel to or from Syria, Sudan, Iran, Crimea region, Cuba or North Korea and anywhere else on MasterCard's prohibited list, is not permitted, which list may be updated from time to time. Further, there are certain limitations for travel to Cuba for U.S. citizens.
- INTERNATIONAL TRAVEL REQUIREMENTS: International travel generally requires the traveler to possess
  a valid passport with at least 6 months validity. Visa policies vary by country and any necessary visas and
  associated visa conditions are the sole responsibility of the traveler and must be obtained prior to departure.
  Travelers are responsible for complying with all government travel requirements, and presenting exit, entry
  and other required documents such as passports and visas.
- REQUIREMENTS FOR CHILDREN: Children under the age of 18 traveling internationally without one or both of their natural parents may carry a notarised letter of permission from the absent parent or parents (this will vary according to the specific Travel Supplier and will be detailed in the relevant Travel Supplier's policy). Other document requirements may apply depending on the airline and are the sole responsibility of the traveler. You cannot book a ticket online for an unaccompanied child who will be under the age of 18 at the time of travel. An unaccompanied child ticket may however be booked via the Amplify Rewards Centre.

The information and descriptions given about the Travel Suppliers and their Travel Services are believed to be accurate, but the Covered Parties make no warranty or representation regarding the information and descriptions. In the event of any inconsistency between these Terms and Conditions, and any Travel Supplier's terms and conditions, the Travel Supplier's terms and conditions prevail.

The traveler's/s' ticket(s), when issued, shall constitute the sole contract between the Travel Supplier and the traveler. The Covered Parties shall have no responsibility for any credit or voucher issued by any Travel Supplier, and any questions or issues You may have with respect to such credit or voucher must be addressed directly with the Travel Supplier.





Special requests made to a Travel Supplier are on a request only basis and cannot be guaranteed. Fees, taxes and charges may apply, depending on the service request.

Upgrades are not permitted on certain itineraries. Please check with the Travel Supplier directly.

Travel Supplier policies are subject to change at any time without notice.

The Covered Parties are not responsible for any lost or damaged luggage before, during or after travel.

Certain rate types do not permit credit for airline frequent flyer programs or car or hotel loyalty programs.

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## 2.5 Frequent Flyers

The Amplify Travel Program is not a frequent flyer program. Travelers may, however, earn frequent flyer points from an airline on eligible flights if the traveler/s is/are a member of the relevant frequent flyer program. Please advise the relevant frequent flyer membership number for the affiliated airline with which the traveler/s is/are travelling with and it/they will be recorded against Your reservation. Not all airfares earn frequent flyer points.

If You are a frequent flyer member please check Your account after travel to ensure points have been processed by the airline. Traveler/s should retain their air ticket/s and boarding pass/s, as the Covered Parties cannot be held responsible for obtaining copies of the traveler's/s' air ticket/s at any future date, in case the airline has not processed the relevant points.

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## 2.6 Baggage Fees

Baggage policies and fees vary by Travel Supplier and may or may not be included in the rates advertised on the Amplify Travel Program website. Please check with the Travel Supplier for baggage charges, size limitations, weight and other restrictions.

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#### 2.7 Destination Taxes

Government imposed departure or entry taxes may not be included in ticket taxes. Travelers should be prepared to pay these taxes on location.





Hotel Taxes and Service Fees: The amount paid or payable to the hotel in connection with Your reservation for taxes may vary from the amount estimated and included in the amount charged to You. The amount paid or payable to the hotel at the time of booking does not include any extra person charges, incidentals, gratuities, or other charges incurred during the traveler's/s' stay. Travelers will be fully responsible for any excess charges or fees incurred by them during their stay and related taxes. There will be no refund for unused services or early check-out.

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## 2.8 Payment

Amplify Travel Program: To make a new reservation, full payment using (i) Amplify Points only, or (ii) combination of Amplify Points and Cash (in Australian Dollars), is required, in each case plus a mandatory Travel Concierge Fee payable in Australian Dollars (AUD\$) for bookings made via the Amplify Rewards Centre only.

Payment is due in full at the time of confirmation and will be facilitated through the Amplify Travel Program website. A minimum redemption 3,000 Amplify Points when using the points + pay component is required on a new reservation. Accordingly, if the Cardholder's Amplify Points balance is lower than that minimum redemption threshold, the transaction and new reservation cannot be completed. All cash components of payment must be made using an Applicable Credit Card.

Should an error occur in processing the relevant payment, Westpac or its Program Providers reserve the right to resubmit the charge to the Cardholder. Westpac or its Program Providers also reserve the right to re-invoice Your reservation should an error be made in computing Your reservation price. Rates are subject to change, including, but not limited to, as a result of increases in or establishment of surcharges, applicable taxes or government fees, and changes in Travel Suppliers' prices. Only new reservations shall be permitted through the Amplify Travel Program website. Amendments, changes & cancellations of existing travel reservations must be made through the Amplify Rewards Centre.

• Amplify Rewards Centre: New bookings, amendments, changes & cancellations of existing travel reservations are permitted through the Amplify Rewards Centre. New bookings made via the Amplify Reward Centre incur a Concierge Fee of AUD\$21.95 per booking for domestic bookings, AUD\$19.95 per booking for trans-tasman bookings, and AUD\$39.90 per traveler for international bookings. Additional change fees incurred in connection with an amendment, change or cancellation must be paid using an Applicable Credit Card. Redemption of Amplify Points is not permitted for amendments / changes and cancellations. Payment is due in full at the time of confirmation and will be facilitated through the Amplify Rewards Centre.





#### 2.9 Amendments & Cancellations

Unless otherwise stated in the Travel Supplier's policies/fare rules:

- i. an "Amendment" is any change made to the name of any traveler once the booking has been made, the substitution of one traveler in place of another, a reduction in the number of booked travelers, a change in the duration of an individual Travel Service component, a change to the departure or return date, or a change to the routing, departure point or destination point;
- ii. a "Cancellation" is the cancellation of any individual Travel Service component of a booking on a per traveler basis;
- iii. any other change to a booking is an "Amendment".

Amendments and Cancellations cannot be made through the Amplify Travel Program website and therefore such Cancellation and Amendment requests must be made through the Amplify Rewards Centre. Amendment and Cancellation Fees: Amendments and Cancellations are subject to the Terms and Conditions set out in this clause 2.9 and as disclosed at the time of booking in respect of the Travel Suppliers' Amendment and Cancellation fees. In certain circumstances, Amendments and Cancellations may not be possible. If Amendments and Cancellations are possible, one or more of the following fees components will apply:

- Travel Suppliers' Amendment and Cancellation Fees applicable as part of the Amendment or Cancellation;
- Additional Amplify Travel Program service fees and charges: All such charges will be in addition to any Travel Supplier charges and are subject to change at any time.

Amplify Travel Program Amendment Fees for bookings:

- AUD\$33 per traveler for domestic bookings;
- AUD\$30 per traveler for trans-tasman bookings;
- AUD\$75 per traveler for international bookings.
- Amplify Travel Program Refund Processing Charge in the event of Cancellation or Amendment:
- AUD\$55 per traveler for domestic bookings;
- AUD\$50 per traveler for trans-tasman bookings; and
- AUD\$300 per traveler for international bookings,

In the event of an Amendment or Cancellation requested by the Cardholder, the Amplify Points collected in the original booking will be used to first offset any Travel Suppliers' Amendment and Cancellation Fees. If the Amplify Points are insufficient, the Australian Dollar (AUD\$) component of the original booking will be used to offset the excess Travel Suppliers' Amendment and Cancellation Fees. The remaining Amplify Points or Australian Dollar (AUD\$) component of the original booking can then be used to offset the Amplify Travel Program Amendment and Cancellation Fees plus any additional program service fees and charges, using the Amplify Rewards current points conversion ratio.





Refund: In the event that a full or partial refund is due to the Cardholder on a Cancellation or Amendment requested by the Cardholder, the Amplify Points that were used for the booking will be held on the Cardholder's file as a Credit and cannot be refunded. A Credit will be held for 12 months, from the date of cancellation, may only be used for one new Travel Service booking during that 12 month period, and is otherwise strictly non-refundable and non- extendable. Terms and Conditions for Credits may vary by booking and will be further disclosed during the Amendment and Cancellation process undertaken via the Amplify Rewards Centre. The cash component will be refunded to the Credit Card that was used for the booking, less any applicable Amendment and Cancellation Fees.

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# 2.10 Responsibilities and Liability

You are responsible for examining and verifying all information provided by or to You in connection with a Travel Service enquiry or booking, and for ensuring that You understand all of the policies, fees and requirements to which Your enquiry or booking is subject. You are responsible for confirming and adhering to any recommended pre-departure check in timing and presentation at gate timing. Failure to comply with these conditions may result in the loss of Your Travel Service. Your rights and remedies in these Terms and Conditions are in addition to any other rights and remedies under applicable law, but if a refund is available and You accept it, You waive all other remedies. Unless You file any claim You may have with us within six months from the relevant return date, all Covered Parties are released from further liability. Except as set forth below, the Covered Parties accept no responsibility for: (i) any damage and/or delay due to any Travel Supplier cancellations, shortages, sickness, pilferage, labor disputes, bankruptcy, machinery breakdown, quarantine, government restraints, weather, terrorism, acts of God or causes beyond the Covered Parties' control; (ii) any additional expense, omissions, delays, re-routing or acts of any governmental authority; (iii) any Travel Supplier's breach of any warranty including, but not limited to, implied warranties of fitness for a particular purpose or of merchantability; (iv) any other wrongdoing of a Travel Supplier (including any liability in tort), as to any Travel Services. (v) any Travel Supplier's failure to comply with these Terms and Conditions; (vi) any Travel Supplier's failure to comply with applicable law; (vii) any liability for personal injury or property damage arising out of or caused by any negligent act or omission on the part of any Travel Supplier or any other person involved in the Travel Services; (viii) any changes made by scheduled air carriers which are beyond our control (this includes, but is not limited to, routing changes, aircraft equipment changes, flight cancellations or any changes to flight schedule); (iv) any credit or voucher issued by any Travel Supplier, and any questions or issues You may have with respect to such credit or voucher must be addressed directly with the Travel Supplier.

If, notwithstanding the above, a Covered Party is found liable for any costs, expenses, losses or damages arising out of, relating to or in any way connected with the Amplify Travel Program, these Terms and Conditions, the purchase of, or redemption of any points for, Travel Services, You agree that, to the extent permitted by law, the liability of any such party shall in no event exceed the amount of AUD\$100 per booking. In no event shall any Covered Party be liable for consequential damages. Nothing in these Terms and Conditions seeks to exclude or limit liability which may not be excluded or limited under applicable law.





You agree to indemnify, defend and hold the Covered Parties harmless from any liability, loss, claim and expense, including reasonable legal fees and expenses, related to Your breach of these Terms and Conditions. This indemnity extends to any breach of these Terms and Conditions by any person on behalf of whom You made, or sought to make, Your booking.

## **Important Notice:**

- 1. None of the Covered Parties owns, controls or operates any Travel Service business in their own right
- 2. The Program Providers act only as an agent for the Cardholder in regards to Travel Services
- 3. The Travel Suppliers providing the Travel Services are independent contractors.

Special deals may be withdrawn at any time. Rates are based on availability. We reserve the right to substitute hotel accommodations, if necessary, due to circumstances beyond our control.

Westpac and the Program Providers reserve the right to make minor adjustments in the traveller's/travel itinerary and to cancel any trip prior to departure. In the event of trip cancellation, a full refund will constitute a full settlement of all liability.

All rates published are based on exchange rates and tariffs and are subject to change. All taxes, gratuities and porterage charges are subject to deletions, additions or changes without notice. These items are not under the control of Westpac or the Program Providers.

The information published on this Amplify Travel Program website may include inaccuracies or typographical errors. The Covered Parties do not guarantee the accuracy of, or relating to, the information and descriptions on this Amplify Travel Program website, including but not limited to information and descriptions of the hotel, air, cruise, car and other travel services displayed (including, without limitation, photographs, list of hotel amenities, general product descriptions, etc). This information includes, among other things, information provided by the Travel Suppliers. The Covered Parties hereby disclaim liability for any such inaccuracies.

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#### 2.11 Miscellaneous

These Terms and Conditions constitute the entire agreement and understanding between You and the Covered Parties with respect to the subject matter hereof and supersede all prior agreements and understandings with respect to the same subject matter, whether such be written or oral.

The invalidity, illegality or unenforceability of any provision of these Terms and Conditions shall not affect the validity, legality and enforceability of any other provisions of these Terms and Conditions. The failure or delay by a Covered Party to enforce any of our rights or any provision of these Terms and Conditions at any time shall not be deemed to be a waiver of such right or of any other similar or dissimilar provision.





You may not assign or transfer any of Your rights or obligations under these Terms and Conditions without our prior written consent.

These Terms and Conditions shall be governed by and construed in accordance with the laws of New South Wales, Australia and You agree to submit to the exclusive jurisdiction of the courts of New South Wales, Australia.

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# **Westpac Banking Corporation**

ABN 33 007 457 141, AFSL and Australian credit license 233714.

Amplify Travel is operated by Mastercard Travel Solutions Australia Pty Ltd ABN 70 003 745 999, ATAS A10708.

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