

**For further information call
Diners Club Customer Service
24 hours a day on 1300 360 060**

dinersclub.com.au

Diners Club Personal Card Terms and Conditions



Important

Please read these terms and conditions carefully before using your Diners Club Personal 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 360 060.

Acceptance of these terms and conditions

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

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Diners Club Personal Card Terms and Conditions

1 Definitions

In these Diners Club Personal Card Terms and Conditions, unless the context otherwise requires:

Account means the Diners Club Personal Card Account, being a charge card Account, that is linked to the Main Cardholder's Diners Club Personal Card.

Additional Card means an additional or add-on Diners Club Personal Card issued at the request of the Main Cardholder to a third party which is linked to the Account, and includes any replacement or reissued cards provided to the Additional Cardholder.

Additional Cardholder means the person to whom an Additional Card is issued.

Australian Dollars means the lawful currency of the Commonwealth of Australia.

Business Day means a weekday that is not a public holiday or bank holiday in Melbourne.

Cash Advance means any debit to the Account which results in, or relates to:

- (a) you obtaining actual cash (whether at an electronic terminal or by other means);
- (b) you obtaining quasi-cash items such as traveller's cheques or gaming chips;
- (c) payment by you of a bill where that biller charges the amount as a cash advance;
- (d) the transfer of funds to another account held by you or another person with a financial institution.

Diners Club means Diners Club Pty Limited ABN 35 004 343 051.

Diners Club Personal Card means the Diners Club Personal Card issued to the Main Cardholder and any Additional Card and includes any replacement or reissued cards. May also be referred to as Diners Club Card and/or your Card.

Diners Club Electronic Access Conditions of Use means the Club Cash Conditions of Use as amended or replaced from time to time.

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 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 6 in respect of your payment default.

Main Cardholder means the person in whose name an Account is opened.

Member Establishment means a person who has agreed with Diners Club to accept a Diners Club Personal Card or the use of an Account for the purchase of goods or services.

These terms and conditions include:

- (a) these Diners Club Personal Card Terms and Conditions;
- (b) the application form submitted by the Main Cardholder, or any Additional Cardholder and the Main Cardholder, to become a Diners Club Personal Cardholder;
- (c) the Diners Club Electronic Access Conditions of Use; and
- (d) if the Main Cardholder is enrolled as a member in the Diners Club Rewards program, the Diners Club Rewards Terms and Conditions.

you means any or all of the Main Cardholder and any Additional Cardholder (and your has a corresponding meaning).

2 Using your Diners Club Personal Card

2.1 Signing your Diners Club Personal Card

For security reasons, you must sign your Diners Club Personal Card as soon as you receive it.

2.2 Where you can use your Diners Club Personal Card

- (a) You can only use your Diners Club Personal Card or the Account in accordance with these terms and conditions.
- (b) Diners Club is not responsible for, or liable for, any failure by any person to accept your Diners Club Personal Card or the Account.
- (c) Diners Club does not make any warranty or representation regarding any goods or services purchased by you using your Diners Club Personal Card or the Account.

2.3 Restrictions on the use of your Diners Club Personal Card

- (a) You must not use your Diners Club Personal Card or the Account, or allow either to be used, for any unlawful purpose or illegal activity.
- (b) You must not allow any other person to use your Diners Club Personal Card or your Account, unless that person is an Additional Cardholder and that use is in accordance with these terms and conditions.
- (c) You must not use your Diners Club Personal Card or the Account for the purpose of purchasing goods or services for resale or resupply or to provide working capital for your business.
- (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 your Diners Club Personal Card, you agree that the refund is to be provided to you by way of a credit to the Account and that you will not seek or accept the refund in cash.

2.4 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 2pm (EST) on a Business Day or at any time on a day that is not a Business Day will be treated as if made on the following Business Day.

2.5 Initiating charges to the Account

You can only make a charge to the Account by:

- (a) presenting your Diners Club Card to purchase goods or services from a Member Establishment and authorising the transaction by:
 - (1) signing an approved charge form; or
 - (2) in accordance with the Diners Club Electronic Access Conditions of Use.
- (b) providing details of your Diners Club Personal 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);
- (c) obtaining a Cash Advance in accordance with the Diners Club Electronic Access Conditions of Use; or
- (d) using any other method authorised by Diners Club from time to time.

2.6 Using your Diners Club Personal Card overseas

If you incur charges using your Diners Club Personal 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 Diners Club or Diners Club International or its settlement agency on the date that it received the charge for processing 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 so Diners Club will notify you of that change.

3 Liability for amounts charged

- (a) Subject to clause 3(b), and the application of clauses 7 and 10, the Main Cardholder is solely liable for all amounts charged to the Account (including Fees or Liquidated Damages).
- (b) Where the Main Cardholder has authorised the issue of an Additional Card, the Main Cardholder and the Additional Cardholder in whose name the Additional Card is issued will be jointly and severally liable for all charges made using that Additional Card or related to that Additional Card (including any Fees or Liquidated Damages).
- (c) 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 Personal Card or Account referred to in that form, except where the Diners Club Personal Card has been reported lost or stolen, or where the Diners Club Personal Card or Account has been reported as fraudulently used, in accordance with clause 7.
- (d) 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.

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

4 Statements

- (a) Diners Club will give a statement of account to the Main Cardholder monthly unless:
 - (i) there have been no transactions during the statement period and there is a zero balance on the Account, in which case no statement of account will be given; or
 - (ii) where, after three (3) consecutive statement periods there has been a credit balance on the Account during which time there have no transactions, in which case no further statement of account will be sent until there is a further transaction.

If you require statements more regularly, or if you require a particular statement, you must call Diners Club on 1300 360 060. Fees and charges may apply to this request as set out in the Fee Schedule.

- (b) You should check all entries on each statement of account and report possible errors or unauthorised transactions to Diners Club as soon as possible.
- (c) Where you need to make a report in relation to an EFT transaction, you must do so in accordance with clause 13 of the Diners Club Electronic Access Conditions of Use, attached to these terms and conditions.
- (d) Where you need to make a report in relation to any other any other type of transaction you must do so in accordance with clause 10 of these terms and conditions.

5 Payment for charges incurred

- (a) You must pay Diners Club an amount equal to the sum of all charges (including Fees and Liquidated Damages) appearing on each statement of account immediately upon receipt of that statement by the Main Cardholder.

- (b) For the purposes of clause 5(a), the Main Cardholder and any Additional Cardholder is deemed to have received a statement of account on the date of actual receipt by the Main Cardholder or 5 days after Diners Club gives the statement of account to the Main Cardholder, whichever occurs first.
- (c) Notwithstanding anything in clause 5(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.

6 Liquidated Damages

- (a) If any amount owing to Diners Club is not received by Diners Club by the 14th day ('Default Date') after the issue date of the 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.
- (b) Liquidated Damages will be charged:
 - (1) on the Default Date; and
 - (2) on the date that is 14 days after the issue date of each statement of account which is issued on or after the Default Date, until the earlier of:
 - (3) the date payment of the overdue amount is received by Diners Club in full; and
 - (4) the date Diners Club cancels the Main Cardholder's Diners Club Personal Card or revokes the Main Cardholder's right to use the Account.
- (c) The amount of Liquidated Damages that will be charged by Diners Club on each of the dates referred to in clauses 6(b)(1) and (2) will be the greater of:
 - (1) \$30.00; and
 - (2) 3% of the overdue amount (or any part thereof) that remains unpaid on that date.

- (d) Any reference in this clause to the overdue amount includes any Liquidated Damages that have previously accrued, are due and remain unpaid.
- (e) Diners Club's right to recover Liquidated Damages under clause 6(a) is separate from Diners Club's right to cancel your Diners Club Personal Card and revoke your right to use the Account.

7 Lost, stolen or fraudulently misused

- (a) You must immediately notify Diners Club if your Diners Club Personal Card is lost or stolen, if a Replacement Card has not been received by you, or if you suspect that someone has fraudulently used your Diners Club Personal Card, an Additional Card or the Account.
- (b) Subject to any provisions in the Diners Club Electronic Access Terms and Conditions, you are liable for charges incurred by the use of a lost or stolen Diners Club Personal Card, or an Account that has been accessed fraudulently, to a limit of \$150.00 provided that you were not in any way involved in, or did not in any way benefit from, the theft or misuse. You are not liable for unauthorised charges incurred after you have notified us that your Diners Club Personal Card is lost or stolen.

8 Enforcement expense

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.

9 Payments

9.1 Allocation of payments

A payment made to the Account will, unless Diners Club decides otherwise, be applied towards amounts owing by you to Diners Club in the following order:

- (a) outstanding charges payable by you (in accordance with clause 5) 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 6);
- (d) enforcement costs and expenses payable by you (in accordance with clause 8); and
- (e) charges made to the Account which have not yet appeared on a statement of account.

9.2 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, Diners Club will convert that payment into Australian Dollars at a rate determined by Diners Club 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 2.6 of these terms and conditions, then the foreign transaction fee set out in the fee schedule will apply.

10 Dispute resolution

- (a) If you disagree with any amount charged to, or shown as being paid into, the Account, you must contact Diners Club as soon as possible on 1300 360 060. 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) In the event 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.
- (d) 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.

11 Fees and taxes

- (a) Diners Club is irrevocably authorised to charge your Account for any Fee that is due and payable. The Fees that may be charged to your Account by Diners Club are detailed in the Fee Schedule attached to these terms and conditions. These Fees may be amended in accordance with clause 18.
- (b) The Main Cardholder is liable 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 Main Cardholder's Diners Club Personal Card, the supply to, or use by, the Main Cardholder of the Account or any other transaction involving the Main Cardholder or a payment to the Account.
- (c) The Additional Cardholder and the Main Cardholder are jointly and severally liable 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 Additional Cardholder's Diners Club Personal Card, the use of the Account by the Additional Cardholder or any other transaction involving the Additional Cardholder (other than payments to the Account).

12 Cash Advances

You can obtain Cash Advances in accordance with the Diners Club Electronic Access Conditions of Use or as otherwise authorised by Diners Club.

13 Cancellation

13.1 Cancellation by Diners Club

Diners Club may cancel your Diners Club Personal Card and revoke your right to use the Account with or without cause or notice. Upon becoming aware of the cancellation or revocation, you must immediately stop using your Diners Club Personal Card and the Account and must immediately return to Diners Club your Diners Club Personal Card and any Additional Card(s). If we reinstate your Diners Club Personal Card at any time after cancellation without issuing a new Diners Club Personal Card to you, these terms and conditions will continue to apply to the use of your Diners Club Personal Card or any Additional Card(s), and the use of the Account by you or any Additional Cardholder.

13.2 Cancellation by you

- (a) You may cancel your Diners Club Personal Card at any time. The Main Cardholder can also cancel any Additional Card. Any such cancellation will not be effective until Diners Club have received a request asking Diners Club to cancel a Diners Club Personal Card which you have authority to cancel as well as the relevant Diners Club Personal Card, cut diagonally in half.
- (b) Where a request is made by the Main Cardholder to cancel the Main Cardholder's Diners Club Personal Card, the Main Cardholder is deemed to request the cancellation of that card as well as all Additional Cards.

14 Suspension

Diners Club can suspend your right to use your Diners Club Personal 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; or
- (c) to prevent loss to either you and/or Diners Club.

If Diners Club does this, you must not use your Diners Club Personal Card or the Account until such time as we advise you that your Diners Club Personal Card has been reactivated or reinstated. The suspension of your Diners Club Personal Card and/or the Account does not affect your obligations under these terms and conditions.

15 Our liability

- (a) Except as required by law or under the Diners Club Electronic Access Conditions of Use, Diners Club is not responsible or liable for:
 - (1) goods or services purchased using a Diners Club Personal Card or the Account;
 - (2) the failure by a Member Establishment to accept a Diners Club Personal Card;
 - (3) any dispute between you and a Member Establishment in relation to the supply, use or quality of goods or services; or
 - (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.
- (b) Except as required by law or under the Diners Club Electronic Access Conditions of Use, 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 to you under these terms and conditions.

16 Privacy

16.1 Privacy at Citi Australia

Keeping customer information secure is a top priority at the family of companies that form Citi Australia, who conduct business under names that include Citibank, Diners Club or other Citi company. This clause 16 will help you understand how Citi Australia handles the information about you that Diners Club collects. This clause 16 also tells you how to control the disclosure of information about you.

Citi Australia companies may share personal information with other Citi Australia companies to make it easier for customers to apply for accounts or services from these companies.

In addition, sharing information can help you receive timely notice about products, services or other special offers that may be of interest and benefit to you from Citi Australia companies or from third parties.

While information is the cornerstone of our ability to provide superior service, our most important asset is our customers' trust.

Keeping customer information secure, and using it only as our customers would want us to, is a top priority for all of us at Citi Australia.

Citi Australia is subject to the National Privacy Principles under the Privacy Act. You can rely on similarly high standards wherever in the world you deal with a Citi company, due to Citi's Privacy Policies for Consumers followed by all members of the Citi Australia companies. Note that where there are differences between Citi's Privacy Policies and Australia's Privacy Act, the stronger protection always applies.

16.2 National Privacy Principle 1.3 Statement

National Privacy Principle 1.3 requires Diners Club to make you aware of the following:

(a) Access rights

You are entitled under the Privacy Act to access the information an organisation holds about you. Diners Club wants to make this as simple as possible. You can obtain a form from the Citi Privacy Officer for this purpose, though you can make the request by letter, by e-mail or by telephone as you prefer.

Mail: Citi Privacy Officer
PO Box 204, Sydney, NSW 2001
Phone: 1300 360 060

(b) Purposes of collection

The personal information Diners Club collects from you on application forms or which Diners Club acquires from you or other people during the course of managing the product/service is required to process your application, to maintain the Account, and to deliver the benefits of the product to you and to Diners Club. Diners Club stores information about you in databases which may be maintained outside Australia. With your consent, Diners Club may share information with other Citi Australia companies so that they can advise you of other products, services and special offers that may be of interest or benefit to you.

(c) Organisations to whom information may be disclosed

Diners Club may provide your personal and credit information to related companies in or outside Australia or on a confidential basis to unrelated organisations (which may be outside Australia) for the purposes set out below.

TO	FOR
Mailhouses	Statement production and other mail related services
Plastic card services	Card embossing
Clerical services	Data entry
Market research	Product development and planning
Administration services (including Call Centres)	Account management, data processing, loyalty scheme administration and providing reporting services to the Organisation
Data modelling services	Risk assessment
Professional advisors	Assistance with administration of account
Organisations wishing to acquire an interest in any part of Diners Club business	Assessment of any proposed acquisition

(d) Any law that requires the particular information to be collected

Diners Club is required by law to collect certain information in order to open accounts. This information is associated with the detection of fraud and money laundering practices and is regulated by AUSTRAC under the Anti-Money Laundering and Counter-Terrorism Financing Act.

(e) Main consequences of not providing the information

If Diners Club is unable to collect all the information requested in the account opening process, or requested during the subsequent operation of the Account, Diners Club may be unable to provide, or to continue to provide, the Account.

(f) Diners Club Rewards program

If you are enrolled as a member in the Diners Club Rewards program, Diners Club may provide personal information about you to Qantas or its agents or contractors for the purpose of Qantas, its agents or contractors marketing and administering the Qantas Frequent Flyer program. Qantas' agents or contractors to whom Diners Club or Qantas would usually disclose personal information provided by you to Diners Club for the purposes of the Diners Club Rewards program include Qantas related companies, Qantas Frequent Flyer program partners and organisations which provide services to Qantas. In accordance with the Privacy Act 1988, you may be entitled to access personal information that Qantas or its agents or contractors hold about you in relation to the Qantas Frequent Flyer program: contact Qantas on 13 11 31. Diners Club may also collect personal information about you from Qantas, which may be used or disclosed in any of the ways outlined in these terms and conditions.

(g) Third party personal information

If you provide any personal information about a third party that is an individual, you must explain to them that:

- (1) Diners Club is collecting their information for purposes including assessing your application for credit, and for any other purposes described where you provide that individual's information, and that Diners Club may not be able to do these things without their information;
- (2) Diners Club may disclose their information to the types of organisations to which Diners Club may disclose your personal information (as outlined above); and
- (3) if they wish to access the personal information that Diners Club holds about them, they may contact Diners Club by calling 1300 360 060.

In addition the Telecommunications Act requires Citi to make you aware of the following: telephone conversations between a customer and a Diners Club representative may be monitored and/or recorded for quality and training purposes.

We will continuously assess ourselves to ensure that customer privacy is respected. We will conduct our business in a manner that fulfils our Privacy Policies in the many nations in which we do business.

16.3 Privacy Preferences

If you have not indicated a wish to opt out of marketing communications, you authorise Diners Club to share information about you (including dealings with Diners Club) for marketing purposes with other Citi Australia companies. The nature of the products, services and offers which Citi companies may inform you about include:

- (a) credit cards, personal loans, home loans, specialist banking services;
- (b) insurance and investment products, including deposits, life insurance, superannuation and investment funds;
- (c) charge card services; and
- (d) investment services, including share purchases, margin lending, financial planning.

If you choose to opt out, we will continue to mail you information relating to your Account or product such as newsletters, statements or offers to upgrade the services provided.

You may use the following methods to inform Diners Club if you wish to be taken off the mailing and/or telephone list.

Mail: Citi Privacy Officer
PO Box 204, Sydney, NSW 2001

Phone: 1300 360 060

Alternatively, you may use the consumer preference facilities offered by the Australian Direct Marketing Association (ADMA). Note this should stop you receiving unsolicited direct marketing from participating ADMA members.

Mail: Reply Paid 38,
PO Box 464 Kings Cross, NSW 1340

Do Not Mail/Call:
adma.com.au/consumer/callRegistration.asp

Do Not Email: e-mps.org/en/ind_static.html
Registering your personal telephone numbers with Australian Communications and Media Authority (ACMA) on their Do Not Call Register.*

Mail: Do Not Call Register Australian
Communications and Media Authority
PO Box 42, North Melbourne, VIC 3051

Phone: 1300 785 749

Email: from www.acma.gov.au or to
www.donotcalltaskforce@acma.gov.au

*Important note: If you have indicated to us that you would like to receive communications by phone, you may be contacted even if you have registered your phone number on any governmental do not call register.

17 Inconsistency

If there is an inconsistency between the Diners Club Electronic Access Conditions of Use and these terms and conditions, the Diners Club Electronic Access Conditions of Use prevail to the extent of that inconsistency.

18 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:

- (a) if the Diners Club Electronic Access Conditions of Use apply to the amendment, giving you 30 days written notice of the amendment in accordance with the Diners Club Electronic Access Conditions of Use; or
- (b) otherwise, 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.

19 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 notice to you 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, whichever occurs first; and
 - (2) if it is sent to your last known address according to Diners Club's records.
- (c) The Additional Cardholder agrees that, except where separate notices are required to be given by law, notice given by Diners Club to the Main Cardholder in accordance with these terms and conditions constitutes notice to the Additional Cardholder.

20 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.

21 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 absolute discretion.

22 Diners Club Rewards

If you are enrolled as a member in the Diners Club Rewards program, the Diners Club Rewards Terms and Conditions form part of these terms and conditions. In the event of an inconsistency between these terms and conditions and the Diners Club Rewards Terms and Conditions these terms prevail to the extent of the inconsistency.

23 General

- (a) Diners Club Personal Cards are the property of Diners Club and are not transferable.
- (b) You must notify Diners Club immediately of any change of your 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 governed by the laws of Victoria. You agree to submit to the non-exclusive jurisdiction of the courts of Victoria.

Fee Schedule Personal Cards

Annual Membership Fee

- Main Card \$135
- Additional Card \$50

Copy Document Fees

- Copy of Statement of Account \$4
- Copy of Charge (other than International Charges) \$4
- Copy of International Charge \$15
- Administration fee for disputed charges (Local Charge) \$10[^]
- Administration fee for disputed charges (International Charge) \$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
- Foreign transaction fee (included in the exchange rate) 3%

Dishonoured Payments

- Dishonoured cheque payment \$35
- Dishonoured Club Direct payment \$35
- Dishonoured Club Connect payment \$35

Diners Club Rewards Program

- Diners Club Rewards Membership \$77
Fee made up of the Rewards Program fee of \$55 and the Rewards Operation fee of \$22

Other Fees

- Fraud charges (Refer to clause 7(b) for details of when this is charged) \$150

If applicable, you may also be liable for Liquidated Damages, the amount of which are set out in clause 6 of these terms and conditions.

All fees payable pursuant to this Fee Schedule are non-refundable.

All amounts stated are inclusive of GST.

[^] If you believe a charge is not valid, and after investigation it is found to be valid, an administration fee will apply.

* 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 2.6 of the Personal Card Terms and Conditions.

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Diners Club Rewards Program Terms and Conditions

1 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 Cardmember 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 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 charge 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 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 these Terms and Conditions.

Diners Club Tailored Rewards means the service that allows members to redeem their points for items sourced by Diners Club pursuant to clause 15 of the Diners Club Rewards 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.

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, firm, partnership, joint venture, association, governmental agency, sole trader or other business entity that has requested the issue of the Card to the Cardholder.

Person includes a natural person, company, partnership, firm, joint venture, association, 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 11.

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 means a Reward Donation or a reward, gift, voucher, or other benefit, including a Reward Certificate, the allocation of Qantas Frequent

Flyer Points or other Frequent Customer Program Points and any other goods and services described in the Rewards Catalogue, that may be obtained by redeeming Reward Points.

Reward Certificate means a personalised certificate forwarded to the Member or designated person when a Reward claim is made by the Member or any person authorised by the Member to make the claim and usable at the merchant outlet and for the dollar value as nominated in the certificate.

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 the 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 Conditions when you first apply to redeem 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 any GST, included on the Eligible Transaction) indicated in your Account statement at the following rates:
- (1) if the Account is a Card Account, Reward Points accrue at the rate of one Reward Point for each dollar; and
 - (2) if the Account is a Diners Club Branded Product, Reward Points accrue at the rate notified to you by Diners Club 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.
- (b) Subject to the Terms and Conditions, Reward Points which have accrued will only be allocated to your Reward Points Record on the condition that at the time of allocation

you 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.
- (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 for 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 your 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 Rewards Points statement showing your Reward Points balance as at the statement date, 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.
- (e) Diners Club reserves the right to suspend or exclude you from participation in 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.

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 1300 360 060.
- (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 and will expire and be forfeited 12 months after the date of such termination, election or cancellation unless you re-enrol as a Member during that 12 month period.
- (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 Diners 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.
- (b) A Reward Certificate is valid for the duration specified on the Reward Certificate or, where no duration is specified, for six 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 your 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 1300 360 060 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 Travel Cash Rewards

- (a) In order to be eligible to redeem Reward points for Travel Cash Rewards, you must have made a travel purchase on your Diners Card within 30 days immediately before the date of your request to redeem for Travel Cash Rewards (referred to from this point as the “Travel Purchase”).
- (b) The maximum amount in Travel Cash Rewards that you may redeem Reward points for is an amount equivalent to the dollar value of the Travel Purchase.
- (c) For a Travel Cash Rewards claim, you must redeem a minimum of 5,000 Reward points.
- (d) You should allow up to 14 days for Travel Cash Rewards to be processed. The amount of any Travel Cash Rewards credited to your Account is set off against the outstanding balance of your Account on your next Statement due date.
- (e) Reward points are not earned on any Travel Cash amount credited to your Account.

11 Diners Club Tailored Rewards

- (a) Diners Club Tailored Rewards is available only to Cardholders with a total Diners Club Reward Points balance equal to or greater than 100,000 Reward Points, subject to the qualifications set out in these Terms and Conditions.
- (b) Diners Club will use its best endeavours to source any item reasonably requested as a Diners Club Tailored Reward, but cannot guarantee success. All Diners Club Tailored Rewards are subject to availability.
- (c) When a Diners Club Tailored Reward is requested, the Diners Club Rewards service centre will request a full description from the Cardholder of his/her requirements. A Diners Club Rewards consultant will attempt to make contact by telephone concerning the availability of the requested Diners Club Tailored Reward, or else notify the Cardholder by mail at his/her normal mailing address.

- (d) Diners Club Tailored Rewards is unable to be used to book travel services (e.g. flights, accommodation and tours).
- (e) If Diners Club is able to fulfill a request for a Diners Club Tailored Reward from a supplier which Diners Club will in its sole discretion determine, Diners Club's response will identify:
 - (1) its one recommended source of supply;
 - (2) the cost (in Reward Points and/or Points Plus Charge combination); and
 - (3) the supplier's estimated time for delivery of the Reward.
- (f) Any Points Plus Charge contribution must be paid using the Cardholder's Diners Club Card.
- (g) Diners Club may in its absolute discretion not source any request for a Reward which:
 - (1) in its view is not consistent with Diners Club's corporate standards;
 - (2) in its view is not appropriate as a Reward;
 - (3) in its view cannot be properly ordered without personal knowledge of any individual's taste (such as some custom made items); or
 - (4) cannot be fulfilled due to unavailability.
- (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.

12 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.
- (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 Points are satisfied. However, 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.

13 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.

14 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.

15 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.
- (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 1300 360 060. 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.

16 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.

Diners Club Electronic Access Conditions of Use

These terms and conditions form part of the contract relating to the use of your Diners Club Personal Card and the Account.

They apply when you make a funds transfer to or from the Account, but only where:

- the transfer is initiated through electronic equipment;
- you use a code, PIN, password, your Diners Club Personal Card or card details to make the funds transfer; and
- your signature is not used to authorise your transaction.

Please note that a funds transfer includes a range of transactions such as a purchase, payment or cash advance.

1 Definitions

Words and phrases defined in your Diners Club Personal Card Terms and Conditions will have the same meaning when used in these Conditions of Use (unless also defined below) and the following definitions will also apply, unless the context requires otherwise.

Access Method means a method which we authorise you to use to give us instructions to charge the Account and which requires you to use one or more of your Diners Club Personal Card, Diner Club Card details, a PIN or other Code. It does not include any method where you authorise the transaction by signing a voucher or other document.

ATM means an automatic teller machine.

Club Cash means the service through which we allow you to give us instructions through an ATM, by using your Diners Club Personal Card and PIN, to withdraw funds from the Account.

Code means any information which is intended to be known only by you and us, we require you to keep secret and which is used to access the Account using Electronic Equipment It includes your PIN.

Conditions of Use means the Diners Club Electronic Access Conditions of Use.

EFT Code of Conduct means the Electronic Funds Transfer Code of Conduct published by the Australian Securities and Investments Commission on 1 April 2001.

EFT institution's equipment means any electronic equipment and any electronic system, communications system or software controlled by or on behalf of an institution that subscribes to the EFT Code of Conduct to facilitate EFT transactions.

EFT transaction means an electronic funds transfer initiated by you by giving us an instruction (directly or indirectly), through electronic equipment (such as an ATM or POS, computers, television and telephone), to debit the Account.

Electronic Equipment includes electronic terminals (such as ATMs), computers, television and telephone.

Electronic funds transfer means a transfer of value to or from the Account (regardless of whether the Account has a debit or credit balance before or after the transfer of value).

PIN means personal identification number used in conjunction with your Diners Club Card:

- (a) at an ATM if you have Club Cash Access; or
- (b) at a POS.

POS means an electronic point of sale terminal.

2 Diners Club warranty

We warrant to you that we will comply with the requirements of the EFT Code of Conduct, where those requirements are relevant to our dealings with you.

3 Using your Diners Club Personal Card or Account electronically

- (a) You can charge amounts to the Account (for example, making a purchase, obtaining a cash advance or paying a bill) electronically using:
- (1) your Diners Club Card and your PIN at
 - (i) an ATM (but only if you have Club Cash access); or
 - (ii) at a POS.
 - (2) your Diners Club Personal Card details (which may include your card number and expiry date) on-line or over the phone with Member Establishments who allow you to do on-line or over the phone card transactions; or
 - (3) any other method authorised or approved by us.
- (b) You can pay amounts to the Account (for example, by making a repayment) electronically using:
- (1) BPAY®; or
 - (2) Club Connect Pay By Phone.

4 Transaction Limits

- (a) We may impose, or change, transaction limits that apply to your use of your Diners Club Personal Card or the Account. We will tell you of any change to the limits we impose in the manner set out in condition 6 below.
- (b) The transaction limits applicable to Club Cash are set out in clause 5.
- (c) Member Establishments and other financial institutions may also impose additional restrictions or transaction limits.

5 Club Cash®

5.1 Club Cash Access

- (a) You can make withdrawals (that is, obtain a cash advance) from the Account using your Diners Club Personal Card and PIN at ATMs that accept Diners Club Personal Cards if you have Club Cash access. To obtain Club

Cash access you must apply to us, and be allocated a PIN. These terms and conditions form part of the contract relating to the use of your Diners Club Personal Card and the Account. They apply when you make a funds transfer to or from the Account, but only where:

- the transfer is initiated through electronic equipment;
- you use a code, PIN, password, your Diners Club Personal Card or card details to make the funds transfer; and
- your signature is not used to authorise your transaction.

Please note that a funds transfer includes a range of transactions such as a purchase, payment or cash advance.

- (b) You authorise us to act on the instructions you give us using Club Cash.
- (c) If you make a cash withdrawal from an account using Club Cash 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 360 060.
- (d) You accept that:
- (1) the use of Club Cash 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 visible or available for you to collect.

5.2 Transaction limits

We limit the amount of cash advances which you can make from an ATM in the following manner:

- (a) a daily limit of AU\$400 applies for a continuous 24 hour period from the time of the initial transaction; and

- (b) a weekly limit of AU\$1,000 applies for a continuous seven day period from the date of the initial transaction; and
- (c) a monthly limit of AU\$2,000 applies for a continuous 30 day period from the date of the initial transaction.

5.3 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 branded ATM, the ATM owner may charge you directly for the use of their ATM.

6 Changes to these Conditions of Use

- (a) Diners Club may change these Conditions of Use at any time.
- (b) Diners Club will give you at least 30 days (or any longer period required by legislation) prior written notice of any change that:
 - (1) imposes or increases a charge you have to pay for using an Access Method or issuing an additional or replacement Access Method;
 - (2) increases your liability for losses relating to an EFT transaction; or
 - (3) imposes, removes or adjusts the daily or other transaction limits applicable to the use of an Access Method, an account or Electronic Equipment.
- (c) Diners Club will give you advance notice (sufficient to satisfy applicable legislative requirements) of any other change by:
 - (1) notice on or with your statement of account;
 - (2) other notice in writing;
 - (3) press advertisement;
 - (4) notice on or adjacent to ATMs; or
 - (5) any other method permitted or required by law.

- (d) Diners Club does not have to give you advance notice where an immediate change to these Conditions of Use is necessary to restore or maintain the security of our system or the account.

7 Records of EFT transactions

7.1 Receipts

- (a) If an EFT transaction is conducted by voice communication (for example, over the phone), you will (subject to clause 7.1(d)) receive a verbal receipt at the time of the EFT transaction.
- (b) If an EFT transaction is conducted otherwise than by voice communication (for example, through an ATM or a POS), you will (subject to clause 7.1(d)) receive a receipt for that EFT transaction at the time of the transaction, unless you specifically choose not to receive a receipt.
- (c) Each receipt will contain all information required to be given to you under the EFT Code of Conduct.
- (d) Where an EFT transaction is made using equipment that is not an EFT institution's equipment and which does not communicate with us, we cannot ensure that you receive a receipt, however, we will use our best endeavours to ensure that you do.
- (e) We recommend that you keep all receipts and receipt information for your records and check it against information in your statements of account.

7.2 Statement of Accounts

- (a) We will send statements of account in accordance with clause 4 of your Diners Club Personal Card Terms and Conditions. If you require statements more regularly, or if you require a particular statement, please call us on 1300 360 060. Fees and charges may apply to this request. Please see the Diners Club Fee Schedule set out at the end of your Diners Club Personal Card Terms and Conditions.

- (b) We recommend that you check all entries on each statement of account and report possible errors or unauthorised transactions to us as soon as possible. Please see clause 13 for how to make a report.

8 Diners Club Personal Card and Code Security Guidelines

The Security of your Diners Club Personal Card and your PIN is very important.

This clause outlines your basic obligations concerning Diners Club Personal Card and PIN Security and contains some suggestions to help you meet these obligations.

If you do not keep your Diners Club Personal Card and PIN secure, you may be liable for transactions on the Account that were not made by you. Your liability will be determined under the EFT Code of Conduct, which is reflected in clause 10 and not under this clause 8.

- (a) It is your responsibility:
- (1) not to allow anyone else to use your Diners Club Personal Card or details of your Diners Club Personal Card;
 - (2) not to disclose your PIN to any other person;
 - (3) not to record your PIN on your Diners Club Personal Card;
 - (4) not to record your PIN on any article carried with your Diners Club Personal Card or any article which is liable to loss or theft at the same time as loss or theft of your Diners Club Personal Card (unless your PIN is reasonably disguised); and
 - (5) not to allow any other person to see you entering your PIN when using an ATM or a POS.
- (b) If you cannot memorise your PIN, you may record it, as long as the recorded PIN is reasonably disguised. As a guide, we do not consider the following examples provide a reasonable disguise:
- (1) reversing the number sequence of your PIN;

- (2) disguising your PIN as a telephone number and recording the disguised number conspicuously away from other telephone numbers;
- (3) disguising your PIN using alphabetical letters, eg. A=1, B=2, C=3 etc;
- (4) disguising your PIN 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 PIN on your Diners Club Personal Card; and
- (6) describing your disguised PIN as a 'code record', 'code', 'PIN', 'password', 'username' or other similar terms.

There may be other ways to disguise your PIN that are not reasonable disguises. Please remember that if you disguise or record your PIN, 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 PIN.

- (c) You must not store your PIN in any electronic device (such as a personal computer or electronic organiser) which another person may easily access.

9 Things you must tell Diners Club

- (a) If you know or suspect that your:
- (1) Diners Club Personal Card has been lost, stolen or used in an unauthorised way;
 - (2) your Diners Club Personal Card number has been used in an unauthorised way; or
 - (3) PIN has become known to someone else, you must tell us immediately by contacting Customer Service, 24 hours a day on 1300 360 060 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 by faxing your report to 1300 550 203 or posting it to Fraud Security Team, PO Box A70, Sydney South, New South Wales 1234.
- (c) If our notification (including telephone) facilities are not available during a particular period, any losses occurring during that period that are a result of us not receiving notification that your Diners Club Personal Card (or card number) has been lost, stolen or used in an unauthorised way or your PIN has become known to someone else are deemed to be our liability, provided notification is made to us within a reasonable time of the notification facility again becoming available.

10 Liability for unauthorised transactions

10.1 Application of this clause

Warning: If the security of your Diners Club Personal Card or PIN is compromised, for example, if you lose your Diners Club Personal Card and PIN, someone else may be able to draw against your available credit or authorise a transaction against your Account.

This clause 10 applies in relation to any EFT transaction that is charged to the Account and has not been authorised by you. We call these unauthorised transactions. They do not include any transactions carried out by you or by anyone performing a transaction with your knowledge and consent.

10.2 Where you are not liable

- (a) You will not be liable for losses that:
 - (1) are caused by the fraudulent or negligent conduct of our employees or agents or those of companies involved in networking arrangements or of Member Establishments or their agents or employees;
 - (2) relate to any part of an access method (such as an ATM, Diners Club Personal Card or PIN) that is forged, faulty, expired or cancelled;
 - (3) occur before you have received your Diners Club Personal Card or PIN;
 - (4) result from a transaction being incorrectly debited more than once to the Account; or
 - (5) result from an unauthorised transaction that occurs after you have notified us that your Diners Club Personal Card has been misused, lost or stolen or that the security of your PIN has been breached.
- (b) You will also not be liable for losses resulting from an unauthorised transaction where it is clear that you have not contributed to the loss.

10.3 When you will be liable

- (a) If we can prove on the balance of probability that you contributed to the loss arising from the unauthorised transaction:
 - (1) through your fraud;
 - (2) by voluntarily disclosing your PIN to anyone, including a family member or friend;
 - (3) by keeping a record of your PIN on your Diners Club Personal Card (without making any reasonable attempt to protect your record of your PIN) or with any article(s) carried with your Diners Club Personal Card or which are liable to loss or theft at the same time as loss or theft of your Diners Club Personal Card;

- (4) where the transaction is made using an Access Method that does not require the use of your Diners Club Personal Card, you keep a record of all PINs (without making any reasonable attempt to protect the Security of the PINs) on the one article, or on several articles that are liable to be lost or stolen at the same time;
 - (5) by using your birth date or an alphabetic code which is a recognisable part of your name, as your PIN, and you have been warned by us from doing so; or
 - (6) by acting with extreme carelessness in failing to protect the security of your PIN, you will be liable for the actual losses which occur before we are notified that your Diners Club Personal Card has been misused, lost or stolen or that security of your PIN had been breached, except for:
 - (A) that part of the losses incurred on any one day which is more than the applicable daily transaction limit(s);
 - (B) that part of the losses incurred in a period that exceeds any other periodic transaction limit(s) applicable to that period;
 - (C) that portion of the total losses incurred on the Account which exceeds the balance of the Account including any pre-arranged credit limit;
 - (D) losses incurred on any accounts which we and the account holder had not agreed could be accessed using the Access Method; or
 - (E) losses incurred as a result of conduct that we expressly authorised you to engage in.
- (b) If there is a loss caused by an unauthorised transaction and you have contributed to that loss by unreasonably delaying notification of:
- (1) the misuse, loss or theft of your Diners Club Personal Card; or
 - (2) the fact that the security of your PIN has been compromised, you will be liable to us for the actual losses incurred which occur between:
 - (3) the time you first became aware that the security of your PIN had been compromised or the time you should reasonably have become aware of the loss or theft of your Diners Club Personal Card; and
 - (4) the time at which we are actually notified of the relevant event, except for:
 - (A) that part of the losses incurred on any one day which are more than the applicable daily transaction limits);
 - (B) that part of the losses incurred in a period that exceeds any other periodic transaction limit(s) applicable to that period; and
 - (C) that portion of the total losses incurred on the Account which exceeds the balance of the Account;
 - (5) all losses incurred on any Accounts that the account holder and we had not agreed could be accessed using the Access Method.

10.4 When you may be liable

Where it is unclear whether or not you have contributed to losses caused by an unauthorised transaction, the account holder's liability for losses arising from the unauthorised transaction will be limited to the lesser of:

- (a) AU\$150;
- (b) the balance of the Account, including any prearranged credit; and
- (c) the actual loss at the time we are notified of the loss, theft or unauthorised use of your Diners Club Personal Card or that the security of your PIN has been compromised (but not that portion of the loss incurred on any one day which exceeds the daily or other periodic transaction limit).

10.5 Additional holders

Where you are an Additional Cardholder, you are not liable under this clause 10 for any losses arising as a result of an unauthorised transaction using the Main Cardholder's Diners Club Personal Card or card details.

11 We are not liable

We are not liable for the refusal of any Member Establishment to accept your Diners Club Personal Card or Account and, to the extent permitted by law, are not responsible for the goods and services supplied by a Member Establishment. Any complaints concerning the goods and services must be resolved with the Member Establishment.

12 Failure of Diners Club's system or equipment

- (a) Subject to condition 12(b), we are responsible to you for any loss caused by a failure of an EFT institution's equipment to complete a transaction accepted by that equipment in accordance with your instructions.
- (b) If you were aware, or should have been aware, that the EFT institution's equipment was unavailable for use or malfunctioning, then our responsibility may be limited to correcting errors in the Account and refunding any charges or fees imposed on you as a result.

13 Complaint investigation and resolution procedures

To the extent that a dispute or complaint relates to an EFT transaction, this clause 13 applies, and clause 10(b) of your Personal Card Terms and Conditions does not apply.

- (a) You should contact us **immediately** if you think that there may be an error on the Account (including an account statement) or if you have experienced any other problem concerning use of your Diners Club Personal Card or the Account. It is essential that you give us all the information that you have to

help us resolve your concern. You agree that, when you contact us, you will provide us with all relevant information that we require.

- (b) We may require you to confirm in writing the information you have provided.
- (c) We will promptly look into the matter and decide what course of action should be followed, if your complaint is not immediately settled to the satisfaction of both you and us, we will tell you of the steps you must take so that an investigation may proceed unless we determine within 7 business days of receipt of the complaint that you are either not liable for the amount disputed or that you are liable under clause 10.3(a). We will advise you in writing of our procedures for the investigation and resolution of the complaint.
- (d) Within 21 days of receiving relevant details of your complaint we will either:
 - (1) complete our investigation and tell you in writing of the outcome; or
 - (2) tell you in writing that we need more time to complete our investigation.Unless there are exceptional circumstances, we should complete our investigation within 45 days of you giving us the relevant details of the complaint.
- (e) If there are exceptional circumstances where we do not complete the investigation within 45 days, we will:
 - (1) inform you of the reasons for the delay;
 - (2) give you monthly updates on the progress of your complaint; and
 - (3) specify when a decision can reasonably be expected, unless we are waiting for a response from you and you have been advised that such a response is required.
- (f) We may seek to resolve your complaint by exercising our rights under the rules of the card scheme. If we do this, the time limits described above will change. We will tell you, in writing, of the revised time limits and when a decision can reasonably be expected and will suspend your obligation to pay any amount which is the subject of

the complaint (and any credit and other charges that relate to that amount) until the complaint is resolved. In this case, unless there are exceptional circumstances, we should complete our investigation within 60 days of you giving it the relevant details of the complaint. If we are unable to do so, we will inform you of the reasons for the delay, give you updates every two months on the progress of your complaint and tell you when a decision can reasonably be expected, unless we are waiting for a response from you and we have advised you that such a response is required.

- (g) Once we have completed our investigation of the complaint, we will promptly tell you in writing of the outcome of our investigation and give you reasons for that outcome (including references to the relevant provisions of the EFT Code of Conduct) and, if relevant, what other action you can take.
- (h) Where, as a result of our investigation, we discover that the Account has been incorrectly credited or debited, we will, where appropriate, promptly adjust the Account (including appropriate adjustments for interest and charges or both) and tell you in writing of the amount with which the Account has been debited or credited as a result.
- (i) Where we conclude from our investigations that the Account has not been incorrectly debited or credited or, in the case of unauthorised transactions, that you have contributed to at least part of the loss brought about by the unauthorised use, we will generally give you copies of the documents or other evidence on which we based our findings generally. We will also investigate our system to establish whether there was any system malfunction at the time of the transaction and advise you in writing of the outcome of our enquiry.

- (j) Where we or our agents or employees do not observe the appropriate allocation of liability or complaint investigation and resolution procedures that are set out in these Conditions of Use or fail to communicate the reasons for our determination of the allocation of liability by reference to relevant aspects of the EFT Code of Conduct, and this contributed to a decision we make against you or results in delay in the resolution of your complaint, we may determine that we are liable for full or part of the amount of the transaction that is the subject of your complaint.

14 Changing your details

If you change your name or address, you must notify Diners Club as soon as possible by:

- (a) contacting Customer Service on 1300 360 060, 24 hours a day seven days a week; or
- (b) sending us a written notice by faxing it to 03 8643 2255 or posting it to Customer Service Team, GPO Box 5088, Melbourne VIC 8060.

15 Agreeing to these Conditions of Use

Unless you have previously agreed to these Conditions of Use, the first time you use your Diners Club Personal Card or the Account, you accept and agree to comply with these Conditions of Use.