

**LOYALTY PROGRAM REWARD SCHEME
CALTEX TERMS AND CONDITIONS**

Effective 1 February 2017 – 31 January 2020

1. Introduction

1.1 These Terms and Conditions:

- (a) apply to and govern the contractual relationship between the Program Partner and each Member with respect to the Reward Scheme made available by the Program Partner as a participant in the Qantas Business Rewards Program;
- (b) are effective as at the date specified above until the Program Partner exits the Qantas Business Rewards Program on 31 January 2020 (**'Term'**);
- (c) may be amended from time to time without notice; and
- (d) operate in conjunction with the Qantas Business Rewards Program Terms and Conditions (available at www.qantasbusinessrewards.com) and in the event of any inconsistency or conflict the Qantas Business Rewards Program Terms and Conditions prevail.

1.2 The current Reward Scheme Terms and Conditions are available at www.caltex.com.au/qantas. It is the Member's responsibility to read and understand them. Any queries regarding these Terms and Conditions should be directed to the Program Partner.

2. Definitions

2.1 Unless the context otherwise requires:

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

Eligible Products means the following items purchased with a Caltex StarCard or equivalent during the Term:

- 1. Premium Fuels;
- 2. Regular Fuels;
- 3. Other items purchased in Caltex branded fuel retailing outlets in Australia where Caltex StarCards are accepted, excluding the products set out in clause 6.3 of These Terms and Conditions; and
- 4. Vehicle servicing; including the purchase of car parts as part of the servicing.

Program Partner means Caltex Australia Petroleum Pty Ltd.

Reward Scheme means, for the purposes of these Terms and Conditions, the Caltex StarCard Rewards Program which is operated by the Program Partner.

Term means 1 February 2017 – 31 January 2020

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

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

- (a) the singular includes the plural and vice versa; and
- (b) a reference to 'include' or 'including' means 'including but not limited to'.

3. Application of Reward Scheme Terms and Conditions

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

4. Changes to Reward Scheme

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

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

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

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

5. Termination or suspension of the Reward Scheme

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

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

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

in which case Qantas Points in Qantas Business Rewards may be cancelled without notice

6. Earning Qantas Business Rewards Benefits

6.1 Subject to the exclusions, limitations and other conditions specified in this clause 6, the Program Partner will award Qantas Business Rewards Benefits to Members at the applicable rate specified in the Program Partner Earn Table, or in any special offer, for Eligible Products paid for by the Member during the Term for the Member's business related purposes.

6.2 No Qantas Business Rewards Benefits will be awarded if the Eligible Product is cancelled, refunded or returned, or if it was purchased after the Term ends.

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

Purchases of the following good and services at Caltex retailing outlets: accommodation; AdBlue; amusement machines; bus/freight tickets; cigarettes & tobacco (Including all related items); deposit/insurance services; dry cleaning; fax/photocopy; handset kits; hire services; laundry services; loadable/preloaded StarCash; lotteries; LPG; Lubricants; magazines & newspapers; maps; phone accessories; postage stamps; prepaid/postpaid internet; prepaid/postpaid starter kits; recharge cards; showers; telco accessories; tolls; and any other new products that are added from time to time by Program Partner.

- 6.4 To earn Qantas Business Rewards Benefits in relation to an Eligible Product, the Member must quote its ABN and at the time of purchasing an Eligible Product and must comply with any other requirements or procedures advised by the Program Partner prior to the purchase.
- 6.5 It is the responsibility of the Member to check whether a product or other activity is eligible to earn Qantas Business Rewards Benefits, and if so how many Qantas Points or which other Qantas Business Rewards Benefits will be earned, before making a purchase or undertaking the relevant activity.
- 6.6 Members must provide the Program Partner on request with documented verification of the purchase of an Eligible Product. The Program Partner reserves the right to deny or revoke the crediting of Qantas Points in Qantas Business Rewards at any time if the Program Partner determines that Qantas Points were improperly obtained or erroneously credited to a Member's Membership Account.
- 6.7 Unless otherwise determined by the Program Partner, Members are not eligible to earn Qantas Points in the Reward Scheme if they:
- (a) have their principal place of business outside Australia; or
 - (b) have negotiated pricing on their StarCard account (check with the Program Partner if unsure);
- 6.8 The Program Partner may offer additional opportunities to earn Qantas Points in Qantas Business Rewards under a special promotion from time to time, in which case the terms and conditions referred to in the promotion will apply.

7. Crediting Qantas Points in Qantas Business Rewards

- 7.1 The Program Partner will endeavour to instruct Qantas Business Rewards to credit the applicable number of Qantas Points to the Membership Account within 60 days of the purchase of an Eligible Product as long as the Member's Caltex StarCard account has been paid in full. It is the responsibility of the Member to check that the correct number of Qantas Points has accumulated in the Membership Account.
- 7.2 Claims for the crediting of Qantas Points in Qantas Business Rewards retrospectively must be made by the Member to the Program Partner within 90 days after the purchase of an Eligible Product and before expiry of the Term. Unless otherwise specified by Qantas Business Rewards, claims for the crediting of Qantas Points cannot be made after the Term has ended, if the Membership is not current or if the Membership Account was not active at the time the Eligible Product was purchased.

8. Suspension or termination of a Member or Qantas Points in Qantas Business Rewards

- 8.1 The Program Partner reserves the right to terminate a Member's participation in the Reward Scheme or withhold or cancel Qantas Points claimed under the Reward Scheme if a Member or any of the Member's representatives has attempted to claim Qantas Points under the Reward Scheme to which they were not entitled.

- 8.2 The Program Partner and Qantas Business Rewards will not be liable for any loss or damage whatsoever suffered by any person as a result of such withholding or cancellation and the Member is responsible for ensuring that its nominated Qantas Points Recipients are notified of this.

9. Personal Information

The Privacy Policy found at Caltex.com.au will apply with respect to any personal information which is collected in relation to the Reward Scheme.

10. Taxation Implications

- 10.1 The Program Partner recommends that Members and their nominated Qantas Points Recipients consult their accountant or tax adviser to ensure that they understand possible tax (including fringe benefits tax) implications, if any, related to their earning and use of Qantas Points under the Reward Scheme. The Program Partner will not be liable for any tax that may arise as a consequence of their participation in the Reward Scheme.

CALTEX AUSTRALIA PETROLEUM PTY LTD ABN 17 000 032 178 of 2 Market Street, Sydney NSW 2000

Qantas Business Rewards Program Partner Earn Table

This table may vary from time to time in accordance with the [Reward Scheme Terms and Conditions](#). It is the responsibility of the Member to check whether a proposed purchase is eligible to earn Qantas Points in Qantas Business Rewards, and if so how many Qantas Points will be earned, before making a purchase.

Program Partner	
Eligible Products	<ol style="list-style-type: none"> 1. Premium Fuels; 2. Regular Fuels; 3. Other items purchased in a Caltex Outlet, excluding Excluded Products; 4. Vehicle Servicing; including the purchase of car parts as part of the servicing; and 5. Any other offers as agreed by the parties from time to time.
Qantas Business Rewards Benefit Earn Rate	<ol style="list-style-type: none"> 1. 1 Qantas Point per litre on Premium Fuel; 2. 1 Qantas Point per 2 litres on Regular Fuel; and 3. 1 Qantas Point per dollar paid on Eligible Products sold in a Caltex outlet (including GST); and 4. 1 Qantas Point per dollar paid for servicing (inc GST)