

Skywards Miles Program Terms and Conditions

Effective 1 May 2020



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For all Emirates Citibank Credit Cardholders

Introduction

Pursuant to these Terms and Conditions, an Emirates Citibank Credit Cardholder can earn Skywards Miles in the Skywards Frequent Flyer Programme, provided that he/she is the primary Cardholder and is a member of the Skywards Frequent Flyer Programme.

1. Definitions

Account means your Citibank unsecured credit facility.

Account Terms and Conditions are the terms and conditions that relate to your Account.

Accrual Rate means the rate at which you earn Skywards Miles on Eligible Transactions.

Citi/Citibank/us/our/we means Citigroup Pty Limited (ABN 88 004 325 080).

Claims means any actions, suits, arbitrations, demands, verdicts, judgments, dues, costs and claims.

Citi PayAll Payment means any Eligible Transaction:

- made with a merchant who tells us they are located within Australia; or
- a Citi PayAll Payment.

Domestic Spend means any Eligible Transaction:

- made with a merchant who tells us they are located within Australia; or
- a Citi PayAll Payment.

Eligible Transaction means:

- any purchase excluding (but not limited to) Cash Advances, Balance Transfers, Special Promotions, BPAY payments, purchases of foreign currency and travellers cheques, transactions made in operating a business, payments to other Citi accounts, bank fees and charges such as interest, and ATM charges and government related transactions. Government related transactions include transactions with government or semi-government entities, or relating to services provided by or in connection with government (for example but not limited to transactions made at Australia Post, payments to the Australian Taxation Office, council rates, motor registries, tolls, parking stations and meters, fares on public transport, fines and court related costs)

Please note that whether or not a transaction is an Eligible Transaction will be determined based on information provided either by the merchant or the relevant financial institution (including information about the type of business conducted by the merchant). This means that, for example, spend with certain merchants may be

characterised as spend with a government related entity and therefore not an Eligible Transaction, even if that merchant is not in fact a government related entity; or

- any Citi PayAll Payments,

but excludes any transaction that you are not permitted to make under your Account Terms and Conditions.

Emirates means Emirates ABN 81 073 569 696, its successors and assigns.

Emirates Spend means airline tickets purchased via emirates.com.

International Spend means any Eligible Transaction made with a merchant who tells us they are located in a country outside Australia. It does not include a Citi PayAll Payment.

Skywards Account means the Skywards Frequent Flyer Programme account opened in the name of the primary Cardholder to which Skywards Miles will be transferred by Citibank to Emirates.

Skywards Miles means the miles awarded to the members in the Skywards Frequent Flyer Programme and subject to the terms and conditions of the Skywards Frequent Flyer Programme.

Skywards Miles Program means the benefits program offered by Citibank to Emirates Citibank Credit Cardholders as described in these Terms and Conditions and in promotional material as amended from time to time.

Skywards Frequent Flyer Programme means the frequent flyer program operated by or for Emirates under that name. Skywards is a registered trademark of Emirates.

Special Feature means any feature or promotional offer related to the Emirates Citibank Credit Card we identify as a Special Feature.

Unless otherwise required by the context:

- all other capitalised terms have the same meanings as in your Account Terms and Conditions;
- the words “includes”, “including” or “such as” do not limit the word to which it relates; and
- a singular word includes the plural and vice versa.

For an additional copy of your Account Terms and Conditions, please contact Citiphone Customer Service on 1800-460-743 or visit us online at www.citibank.com.au.

2. Participation

2.1 You are eligible to participate in the Skywards Miles Program unless your Account does not entitle you to participate, or you are a corporation, firm, partnership or any other such legal entity.

2.2 By participating in the Skywards Miles Program, you authorise us to share with Emirates, any information necessary to facilitate the transfer of Skywards Miles

and to request the reversal of the same in the case of returned goods and services, billing disputes and fraudulent transactions.

- 2.3 When you use your Account for the first time, you agree to be bound by these Terms and Conditions.

3. Accumulation of Miles

- 3.1 Skywards Miles are awarded in respect of Eligible Transactions. The number of Skywards Miles awarded is calculated by reference to the Australian dollar amount of the Eligible Transaction. Skywards Miles accrue at the following rate for each whole Australian Dollar.

| Card type | Domestic Spend earn rate | International Spend earn rate | Emirates Spend earn rate |
|------------------------------|---|-------------------------------|-----------------------------|
| Emirates Citibank World Card | 1 Skywards Mile for the first \$3,000 spent each Statement Period and 0.5 Skywards Miles for spend from \$3,001 to \$10,000 | 1.25 Skywards Miles (no cap) | 1.5 Skywards Miles (no cap) |

- 3.2 Adjustments will be made to your Skywards Miles if there are any credits (not including payments) posted to your Account including those arising from returned goods or services, billing disputes and fraudulent transactions.
- 3.3 Skywards Miles have no monetary value, are not transferable (to a third party or to another rewards program offered by Citibank) and cannot be redeemed for cash.
- 3.4 Your monthly statement will show your current Skywards Miles balance. If you are in breach of your Account Terms and Conditions or your Account is suspended, your Skywards Miles balance will be a zero balance.
- 3.5 If your Account is returned to good standing, we will notify you that your Account is no longer suspended and your Skywards Miles balance will be reinstated unless we reasonably believe that the Miles were not properly earned.
- 3.6 Disputes about missing Skywards Miles for Eligible Transactions (including where the dispute concerns your participation in the Skywards Miles Program) will only be accepted up to 6 months after the date of the relevant transaction or such time as is reasonable within the circumstances. Documentary evidence may be required.

4. Duration and Loss of Miles

- 4.1 From the date your Account is closed or cancelled, you will no longer earn Skywards Miles.

- 4.2 Citibank reserves the right to suspend or exclude you from participation or continuing to participate in the Skywards Miles Program if
- (a) in its reasonable opinion, you have materially breached your Account Terms and Conditions;
 - (b) no Transactions have been conducted on your Emirates Citibank Credit Card for an extended period and we have given reasonable notice of our intention to cancel; or
 - (c) we reasonably believe that the Skywards Miles were not properly earned (including that a transaction processed as a Citi PayAll Payment was not to pay the payee for goods or services).
- 4.3 If you elect not to, or to no longer, participate in the Skywards Miles Program, after we receive your notification, you will no longer earn Skywards Miles.

5. **Miles Transfer**

- 5.1 Skywards Miles can only be transferred and redeemed by the primary Cardholder. Skywards Miles will not be transferred to any Skywards Account in the name of an Additional Cardholder, even if the Skywards Miles being transferred were earned from an Additional Cardholder's Eligible Transactions.
- 5.2 At the end of the primary Cardholder's Statement Period, the Skywards Miles earned during that period will be automatically transferred.

Please allow up to 15 days after the end of your Statement Period for Skywards Miles to appear in your Skywards Account. Requests for Skywards Miles transfers outside of your normal Statement Period cannot be accepted.

6 **Additional Conditions for the Skywards Frequent Flyer Programme**

- 6.1 You cannot participate in the Skywards Miles Program unless you are a member of the Skywards Frequent Flyer Programme and you notify us of your Skywards number. You must apply separately to Emirates for this membership. If you become a member of the Skywards Frequent Flyer Programme, you will be subject to the Skywards Frequent Flyer Programme Terms and Conditions.
- 6.2 If you do not provide us with your Skywards Account number within six months of our approval of your Account you may forfeit any Skywards Miles you have accrued and you will not earn Skywards Miles until such time as you provide us with your Skywards Account number.

7. **Disclaimer**

- 7.1 Any Claims arising from your participation in the Skywards Frequent Flyer Programme, your use of Skywards Miles and

any Special Features are solely against Emirates and the third parties that provide these services.

7.2 Citibank does not accept any liability for promotional materials published, or produced by Emirates.

8. **Government Taxes, Duties and Charges**

8.1 Citibank accepts no liability in respect of any government taxes (including Goods and Services Tax), duties or charges arising from the redemption of Skywards Miles.

8.2 Citibank gives no warranty and accepts no responsibility as to the ultimate taxation treatment of Skywards Miles. You will need to check with your tax advisor whether participation in the Skywards Miles program affects your tax situation.

8.3 Any government tax (including Goods and Services Tax), duty or other charges imposed by law in any country in respect of participation in the Skywards Miles Program whether arising out of the accrual or redemption of Skywards Miles or in relation to the annual fee or otherwise shall be your sole responsibility.

9. **General**

9.1 We may vary these Skywards Miles Program Terms and Conditions from time to time. For example we may:

- change the way Skywards Miles are earned;
- change the way Skywards Miles are redeemed;
- introduce or change program features, fees and specific rewards conditions; and/or
- make changes as a result of changes made by our suppliers or partners.

We will provide at least 30 days prior notice of changes, unless we reasonably consider the change to be non-material in nature. For any changes we consider to be non-material, you will be notified on our website at the time you redeem your Reward. Where the change is as a result of an increase in third party costs or the continued availability of a Reward, we will give you as much notice as is reasonably practicable.

9.2 You consent to Citibank or any agent seeking, collecting, using or supplying any third party with such personal and other information as is reasonably required in connection with the Skywards Miles Program.

10. **Special Features of Your Emirates Citibank Credit Card**

10.1 Your Emirates Citibank Credit Card is available with a variety of Special Features. These features will be identified as Special Features and will be subject to these Terms and Conditions, together with the terms and conditions of the Special Features. To learn more about the Special Features and to view the terms and conditions, please go to citibank.com.au/emirates.

For more information on the Skywards Miles Program,
please call

1800 460 743

If you are calling from overseas,
please call

61 2 8225 0615

For information on the Skywards Frequent Flyer
Programme, please contact the Skywards Service Centre
on

1300 555 551

For general correspondence related to the
Skywards Miles Program, please write to:

Citibank
GPO Box 40
Sydney NSW 2001

