



Trip



## Program Terms and Conditions

Updated: 26 June 2017

### Contents

#### 1. Introduction

1.1 These Terms and Condition form the basis of the Trip Dollar\$ program. QH It is the Registered Consultants' responsibility to read and understand them.

1.2 These Terms and Conditions are effective from 01 July 2015 and may be amended by QH from time to time. Registered Consultants should refer to [www.triponline.com.au](http://www.triponline.com.au) or the current Terms and Conditions.

1.3 Every Registered Consultant is subject to these Terms and Conditions.

1.5 Trip is managed by Qantas Holidays Limited.

1.6 All terms and conditions relating to uploads are governed by the Edge Loyalty terms and conditions, refer to <http://www.giftcardplanet.com.au/eftpos-cardholder-terms> for full terms and conditions.

#### 2. Definitions

In these terms and conditions unless the context otherwise requires:

“Associated Brands” means , Viva! Holidays, Rail Tickets, The Cruise Team, Insider Journeys, Sunlover Holidays, Territory Discoveries, Seven Oceans Cruising and ReadyRooms For Agents.

“Edge Loyalty” means Edge Loyalty Systems Pty Ltd (ABN 96 138 299 288) and is the administrator of the Eftpos Gift Card.

“Effective Date” means 1 July 2015.

“Eftpos Gift Card” means the eftpos gift card provided to Registered Consultant’s and used to credit Trip dollar\$.

“Eligible Consultant”: has the meaning given to it in clause 5.1

“Eligible Product” means Land Product (excluding GST) supplied by Participating Suppliers eligible for calculation of the Trip Earn Rate excluding air, air taxes, cruise taxes or gratuities, Insider Journeys group bookings and GST or any surcharges or service fees on payments made by credit card, charge card, or other forms of non-cash payment, unless otherwise specified in these Terms and Conditions.

“Emerchants Payment Solutions” means Emerchants Payment Solutions Limited ABN 30 131 436 532, AFSL 404131 and is the issuer of the Eftpos Gift Card.

“E-tailer Business” means online businesses operated by or on behalf of a hotel or group of hotels and any other online travel businesses with which the customer deals directly in respect of bookings and payment.

“Group Booking” means a single booking consisting of ten or more individuals or such other booking, of whatever number, that is handled through the QH and Associated Brands group booking departments.

“GST” means any good and service tax, value added tax or sales tax imposed on the sale or supply of goods, services and rights including but not limited to a tax imposed by the A New Tax System (Goods and Services Tax) Act 1999 (Cth) and the related imposition act of the commonwealth.

“Land Product” means hotels, car hire, coaches, cruises, rail and other non-airline products which are provided wholly within Australia (Domestic Land Product) and wholly outside Australia (International Land Product).

“Nett Departed Land Revenue” means nett revenue generated by the sale of Eligible Product departing from the Effective Date and are tracked and captured by SALSA on Participating Supplier bookings including Land Product revenue but excluding:

- a. any surcharges or service fees on payments made by credit card, charge card, or other forms of non-cash payment;
- b. GST;
- c. cruise taxes and gratuities;
- d. Insider Journeys group bookings

“Participating Supplier” means suppliers as specified by QH from time to time.

“QH” means Qantas Holidays Limited ABN 24 003 836 459.

“Registered Consultant” means an Eligible Consultant who successfully registers with Trip in accordance with clause 6.2

“SALSA”: means the sales analyser system of QH or such other system that replaces that system from time to time, which is used to track and automatically capture Nett Departed Land Revenue.

“Terms and Conditions” means these Trip Dollar\$ Terms and Conditions, as amended from time to time.

“Tier Level” means a Registered Consultant’s tier level being Starter, Explorer, Jetsetter and High Flyer which determines their Trip Earn Rate.

“Trip” means the travel rewards and incentive program operated by QH for Registered Consultants in accordance with these Terms and Conditions.

“Trip Consultant Number” means the unique 5 digit number issued to travel consultants registered with Trip Operations and which is a prerequisite for registration for Trip.

“Trip Dollar\$” means funds uploaded to an Eftpos Gift Card awarded to Registered Consultants pursuant to their Trip Earn Rate and these Terms and Conditions.

“Trip Earn Rate” has the meaning given to it in clause 7.1.

“Trip Operations” means the department of Trip which administers sales operational matters.

### **3. Changes to Trip:**

3.1 QH reserves the right at all times, subject to applicable laws, to make any changes (whether material or otherwise) to the Terms and Conditions. QH will use best efforts to advise Registered Consultants of material changes to these Terms and Conditions. Where possible QH will provide at least 30 days’ notice of any material changes.

3.2 Subject to applicable laws, QH will not be liable for any loss or damage whatsoever suffered by any Registered Consultant as a result of or in connection with QH making changes in accordance with clause 3.1.

3.3 Without limiting this clause 3 in any way, Registered Consultants will be taken to have received notice of any changes to these Terms and Conditions if QH notifies the Registered Consultant of the change by any method including providing notice at an address provided to QH by the Registered Consultant, by advising the Registered Consultant by e-mail or by posting details of the changes via <http://www.triponline.com.au>

### **4. Termination or Suspension of Trip**

4.1 QH gives no warranty as to the continuing availability of Trip and QH may terminate or suspend Trip at any time. QH will give at least three months’ notice to Registered Consultants of such termination or suspension.

4.2 If QH terminates or suspends Trip, Registered Consultants will be able to utilise their Trip Dollar\$ during the notice period in accordance with these terms and conditions.

### **5. Membership Eligibility**

5.1 Subject to clause 5.2, participation in Trip is only open to:

- a. individual, Australian residents aged 18 years and over, employed as a travel consultants in an Australian travel agency, holds a valid Trip Consultant Number, and has access to a current e-mail address; and
- b. has their employers’ consent to participate in Trip

(“Eligible Consultants”)

5.2 Participation is not open to:

- a. employees of any travel wholesaler; or
- b. employees of any E-tailer business; or
- c. directors, management, employees (and their immediate families) of QH and its related bodies corporate (excluding travel consultants working in a helloworld company owned store)

### **6. Registration**

6.1 To participate in Trip, Eligible Consultants must obtain a valid Trip Consultant Number by applying via e-mail or phone to: Agency Support  
Email: [support@triponline.com.au](mailto:support@triponline.com.au)  
Phone: 1300 277 550

6.2 Once an Eligible Consultant has received their Trip Consultant Number, they must register for Trip

Dollar\$ at <http://www.triponline.com.au> and complete a "Register for Trip Dollars" application ("Registered Consultants"). QH may accept or reject any application. QH accepts no responsibility for a failure of a Registered Consultant's server to deliver online registration or application forms.

6.3 Eftpos Gift Cards are distributed via Australia Post by Edge Loyalty upon acceptance of registration by QH. At which time Eligible Consultants must complete the "Activate My Card" application form to acknowledge receipt of Eftpos Gift Card to commence earning Trip Dollar\$.

6.4 Eligible Consultants must nominate their own security password upon completing the "Activate My Card" application form. Password must contain at least one letter, one number and be at least eight characters long.

6.5 Eligible Consultants must activate their Trip Eftpos Gift Card within 6 months of registration with the program. If an eligible consultant does not activate the Trip Eftpos Gift Card your membership will be cancelled and any funds due to be loaded your Trip Eftpost Card will be forfeited.

6.6 The security password along with the Trip Consultant Number will be used for security and tracking purposes, including Eftpos Gift Card uploads. It is the responsibility of each Registered Consultant to ensure that their security password and other security information are kept secure at all times. All changes relating to personal information needs to be updated on the Trip website in the "My Account" section within 30 days.

6.7 Registered consultants working in more than one travel agency must register as a Registered Consultant as per clauses 6.1 to 6.4 and obtain a separate Trip Consultant Number in respect of each agency in which they work. Trip Dollar\$ accrued under each separate Trip Consultant Number held by a single Registered Consultant cannot be pooled into one account.

6.8 A Registered Consultant's mailing address and e-mail address may be used to determine their eligibility for promotions and other offerings.

6.9 Registration for Trip is deemed to be acceptance of these Terms and Conditions.

6.10 Registration is non-transferable and Trip Dollar\$ cannot be pooled between consultants.

6.11 Registered Consultants will receive e-mail communication, outlining important information about Trip. E-mail communication may include, without limitation:

- a. Special offers available with Participating Suppliers;
- b. Important Participating Suppliers company information; and
- c. Relevant information about Trip

6.12 Registered Consultants may unsubscribe from e-mail communication at any time by emailing [support@triponline.com.au](mailto:support@triponline.com.au) and in doing so will also be deregistered from Trip.

6.13 It is the Registered Consultant's responsibility to maintain details of their Trip registration. When a Registered Consultant changes travel agencies, he/she must continue to use the same Trip Consultant Number to ensure their departed bookings/sales of Eligible Product are correctly taken into account.

6.14 In the event that a Registered Consultant is no longer employed as a travel consultant, it is the Registered Consultant's responsibility to advise Trip Operations within 30 days of departure from the travel industry to utilise their Eftpos Gift Card balance (as per clause 8.6). QH will immediately terminate Trip membership and cease future Eftpos Gift Card uploads.

6.15 There is no applicable fee to register with Trip, unless otherwise specified by QH in these Terms and Conditions.

## 7. Earning TRIP Dollar\$

7.1 Registered Consultants can receive Trip Dollar\$ on an Eftpos Gift Card for every A\$1 (One dollar) of Nett Departed Land Revenue booked with Qantas Holidays, Viva! Holidays, The Cruise Team, Rail Tickets, Insider Journeys, Sunlover Holidays, Territory Discoveries Seven Oceans Cruising and ReadyRooms.

The amount of Trip Dollar\$ paid is determined by the Registered Consultant's Trip Earn Rate as set out in the table below.

Tier Levels	Combined Departed nett land Revenue over a 12 month period	TRIP Earn Rate
Starter	\$0.00 - \$25,000	0.00%
Explorer	\$25,001 - \$150,000	0.50%
Jetsetter	\$150,001 - \$250,000	0.75%
High Flyer	Above \$250,001	1.0%

A Registered Consultant's Tier Level is determined by combining the Nett Departed Land Revenue derived from QH and Associated Brands in the 12 month period, prior to the Registered Consultant's Trip join date.

7.2 For the avoidance of doubt, other than as set out in specific promotional offers, Trip Dollar\$ are not earned for the sale of air tickets whether issued as part of an air and land package or otherwise.

7.3 Nett Departed Land Revenue will be tracked and automatically captured by QH and its' Associated Brands using SALSA, under the Registered Consultant's Trip Consultant Number.

7.4 Trip Dollar\$ for departed bookings will be uploaded to your Trip Eftpos Gift Card within 60days of your booking departing.

7.5 Registered Consultants combined Nett Departed Land Revenue will be monitored during each rolling 12 month period. When a Registered Consultant's revenue increases to a higher tier level they will be notified via email. The new Tier Level and Trip Earn Rate will take effect in the month following notification.

7.6 Registered Consultants combined departed Nett Departed Land Revenue will be monitored at the end of each financial year. All Tier Levels have an anniversary date of 01 July each year. If a

Registered Consultant's revenue reduces, then the Tier Level will be reset on 1 July of each year to reflect any revised Tier Level and Trip Earn Rate.

7.7 Registered Consultants will have access to their Eftpos Gift Card balance via [www.triponline.com.au/myaccount](http://www.triponline.com.au/myaccount)

7.8 Registered Consultants cannot earn Trip Dollar\$ for any sales booked and departed prior to their date of registration unless such an award of Trip Dollars is authorised by QH in writing, such authorisation to be in the sole and absolute discretion of QH.

7.9 Registered Consultants can earn Trip Dollar\$ for any sales booked that depart after their date of registration.

7.10 If the sale of any Eligible Product is subsequently cancelled, refunded or returned then QH may, in its sole discretion, cancel or deduct any Trip Dollar\$ that were awarded in relation to such sale.

7.11 QH may, from time to time, make promotional offers to Registered Consultants whereby additional Trip Dollar\$ may be earned in accordance with the terms of such offer(s). For the avoidance of doubt, such promotional offers will not apply to Group Bookings.

## 8. TRIP Dollar\$ Validity

8.1 Trip Dollar\$ may only be redeemed by a Registered Consultant. In the event that any party ceases to be a Registered Consultant for any reason, all future Trip Dollar\$ uploads to an Eftpos Gift Card of such party shall be cancelled.

8.2 Subject to clauses 6.13 and 12.3, Trip Dollar\$ do not expire.

8.3 An Eftpos Gift Card expire and are replaced every 3 years at a cost of \$10 which will be deducted from the card holders balance.

QH is not liable in any way for lost or stolen Eftpos Gift Cards. If your card is lost or stolen, a card replacement fee of A\$15 applies and is the responsibility of the Registered Consultant.

8.4 In the event that an Eftpos Gift Card is inactive for a period of 180 consecutive days, a monthly charge of A\$7.50 per month will be charged against the card holder's account until the card is active again or the card balance reaches A\$0.

8.5 QH reserves the right to cancel any Trip Dollar\$ incorrectly credited to an Eftpos Gift Card, at any time, without liability.

8.6 The Registered Consultant may utilise the balance of the Eftpos Gift Card until such time the card reaches A\$0 balance, upon their departure from the travel industry as notified in accordance with clause 6.13. Upon Registered Consultant's departure, QH will immediately terminate the Registered Consultant's Trip membership and cease future Eftpos Gift Card uploads.

## 9. Eftpos Cardholder Terms

9.1 Eftpos Cardholder terms issued by Emerchants Payment Solutions Limited. Refer to <http://www.giftcardplanet.com.au/eftpos-cardholder-terms>

9.2 The Trip Earn Rate for Trip Dollar\$ may increase or decrease without any prior notice to Registered Consultants.

9.3 In the event that an Eftpos Gift Card is lost, stolen or not received by the intended recipient, the Registered Consultant must complete and provide a statutory declaration. Upon receipt of a duly executed statutory declaration, Edge Loyalty will provide the Registered Consultant with a replacement gift voucher for a fee of A\$15.

## 10. Registered Consultant Obligations and Responsibilities

10.1 Registered Consultants must comply with these Terms and Conditions at all times.

10.2 Registered Consultants must not:

- a. abuse or misuse Trip, any Eftpos Gift Cards provided to the Registered Consultant as a result of or in connection with participation in Trip;
- b. act in any way which is likely to be detrimental to the interests of QH or Trip;
- c. supply or attempt to supply any false or misleading information, or make any misrepresentation to QH;
- d. sell, assign, transfer or acquire, or offer to sell, assign, transfer or acquire any Trip Dollar\$ other than in accordance with these Terms and Conditions; or
- e. act in any way which in QH's reasonable opinion breaches or is likely to breach these Terms and Conditions or is inconsistent with the intent of these Terms and Conditions.

10.3 Each Registered Consultant is responsible for ensuring that Trip Dollar\$ are properly credited to their Eftpos Gift Card. QH reserves the right to require proof of earning from the Registered Consultant, including but not limited to copies of invoices issued in respect of sales of Eligible Product.

10.4 Each Registered Consultant must immediately notify QH of any discrepancies in relation to their Trip account.

10.5 Registered Consultants must not mislead customers in relation to Eligible Products and must provide such information on all available products as is reasonably necessary to allow the customer to make their selection of all products.

## **11. Taxation**

11.1 Trip Dollars may be subject to personal income or other tax assessment. Registered Consultants and other recipients of Trip Dollar\$ are advised to check with their accountant or tax adviser and seek their own independent taxation advice.

## **12. Suspension or Termination of Trip Membership**

12.1 If in QH's reasonable opinion a Registered Consultant has committed a material breach of any of the Terms and Conditions, whether intentionally or otherwise, then QH may, at its sole discretion and without any liability, do any one or more of the following:

- a. terminate the Registered Consultant's participation in Trip; and/or
- b. Instruct Edge Loyalty to cancel or refuse to honour any Trip Dollar\$ claimed by the Registered Consultant.

12.2 In the event of termination of a Registered Consultant's participation in Trip or cancellation of any Eftpos Gift Card under clause 12.1, subject to applicable laws.

12.3 A Registered Consultant's membership status will cease in the event of death and any funds will be forfeited

12.4 A Registered Consultant may utilise the balance of the Eftpos Gift Card until such time the card reaches A\$0 balance, upon their departure from the travel industry as notified in accordance with clause 6.13. Upon Registered Consultant's departure, QH will immediately terminate the Registered Consultant's Trip membership and cease future Eftpos Gift Card uploads.

## **13. Personal Information**

13.1 It is a condition of registration for Trip that each Registered Consultant consents and authorises QH to collect and use the information on their electronic registration form and any other information relating to the Registered Consultant, and to disclose that information to any third party (including a related body corporate and contractors, including Edge Loyalty and Reward suppliers) and allow those third parties to use that information, for the purpose of:

- a. providing the benefits of the Trip program to Registered Consultants, including the awarding of Trip Dollar\$;
- b. QH improving QH customer service, including by means of research, marketing, product development and planning; and
- c. QH marketing its products or services or the products or services of its partners.

13.2 This information may be transferred to or from Australia for these purposes. If all or any part of the requested information is not provided by the Registered Consultant, the services provided to that Registered Consultant by QH may be affected.

## **14. General**

14.1 Nothing in these Terms and Conditions affects any rights Registered Consultants may have and which by law cannot be excluded, including under the Consumer and Competition Act 2010 (Cth).

14.2 Any failure by QH to enforce any right under these Terms and Conditions does not constitute a waiver of such right or any other right.

14.3 Governing Law: These Terms and Conditions and Trip are governed by and will be construed in accordance with the laws of the State of New South Wales, Australia. In any action or other legal process with respect to any matter or thing in connection with these Terms and Conditions and/or Trip, each Registered Consultant submits to the non-exclusive jurisdiction of the State of New South Wales.

14.4 Independent Advice: QH recommends that Registered Consultants and other recipients of Trip Dollar\$ consult their accountant or tax adviser to ensure that they understand possible tax (including fringe benefits tax) implications, if any, related to participation in Trip.

**Contact Information:**

Agency Support

Phone: 1300 277 550

Email: [support@triponline.com.au](mailto:support@triponline.com.au)

For mail enquiries:

c/o QH

Trip Loyalty Program

Level 7, 197-201 Coward Street

Mascot, NSW 2020