



**CONSULTANT REWARDPASS INCENTIVE PROGRAM
("CONSULTANT REWARD PROGRAM")
TERMS & CONDITIONS**



1. CHANGES TO TERMS AND CONDITIONS

These terms and conditions may be **changed at any time** by Flight Centre (NZ) Limited (**Flight Centre**) in its absolute discretion and **without your consent**.

2. MEMBERSHIP

The Consultant Reward Program is the only incentive program authorised by Flight Centre. As a Consultant, it is a condition of your employment with Flight Centre that you participate only in incentive programs authorised by Flight Centre. Your initial registration on the Rewardpass Site means that you have agreed to the Terms and Conditions of the programme as set out in this document.

2.1 Membership at Flight Centre's discretion

Membership of the Flight Centre consultant reward program (the **Consultant Reward Program**) is offered at Flight Centre's discretion to retail sales consultants employed by Flight Centre or Flight Centre's related bodies corporate (a **Consultant**). Membership will be automatic on the commencement of your employment (or the continuation of your employment after the commencement of the Consultant Reward Program) unless otherwise specified by Flight Centre from time to time. Flight Centre may accept or reject any Consultant for membership and impose conditions on membership from time to time.

2.2 Effect of membership

- (a) These terms and conditions (as amended from time to time) are binding on you for the duration of your membership of the Consultant Reward Program.
- (b) Compliance with these terms and conditions is required under the contract of employment between you and Flight Centre or its related bodies corporate and operates as a lawful direction to you.
- (c) Breach of these terms and conditions by you or termination of your membership under clause 3.2 may result in disciplinary action being taken against you, including, but not limited to, the termination of your employment.

3. TERMINATION OF MEMBERSHIP

3.1 You can terminate your membership at any time



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You may terminate your membership of the Consultant Reward Program at any time by giving notice as directed by Flight Centre from time to time.

3.2 Flight Centre can terminate your membership in certain circumstances

If Flight Centre considers that you have:

- (a) breached these terms and conditions in a material respect;
- (b) acted fraudulently or misrepresented any information provided by you; or
- (c) otherwise acted inconsistently with the spirit of the Consultant Reward Program,

then Flight Centre may terminate your membership of the Consultant Reward Program.

3.3 Automatic termination of membership

Your membership will automatically terminate if:

- (a) your employment with Flight Centre or its related bodies corporate ends for any reason;
- (b) you permanently cease to be a Consultant, even if you remain an employee of Flight Centre or its related bodies corporate; or
- (c) you do not earn or redeem any Incentive Points for a period of 3 years.

For the avoidance of doubt, you do not cease to be a Consultant merely by taking approved maternity leave, long service leave or leave without pay.

3.4 Effect of termination

- (a) On termination of your membership of the Consultant Reward Program, any accrued Incentive Points are cancelled. You have 14 days after leaving Flight Centre to redeem your balance in your account.
- (b) If your membership is terminated under clause 3.2, Flight Centre may require you to return Rewards or compensate Flight Centre for Rewards you have obtained.

3.5 Suspension of your membership

Your membership is suspended if you temporarily cease to be a Consultant, but remain employed by Flight Centre or its related bodies corporate in some other capacity in the expectation that you will return to your role as a Consultant. However, any accrued Incentive Points must be redeemed within 12 months after you temporarily cease to be a Consultant. Incentive Points not redeemed within this time will expire if you have not returned to your role as a Consultant.



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4. TERMINATION OF CONSULTANT REWARD PROGRAM

Flight Centre may terminate the Consultant Reward Program at any time by giving you notice of such termination. All Incentive Points must be redeemed within 3 months after the date of notification of termination in accordance with this clause 4. Incentive Points not redeemed within this time will be cancelled.

5. INCENTIVE POINTS

5.1 Accrual of Incentive Points

- (a) Only members of the Consultant Reward Program can accrue points (**Incentive Points**).
- (b) You may accrue Incentive Points on certain transactions, in the manner and on the transactions specified by Flight Centre from time to time. For more information, go to the Consultant RewardPass intranet site.
- (c) Flight Centre may establish additional means of accruing Incentive Points, delete any of the means recognised from time to time or include or exclude specific types of transactions from the accrual of Incentive Points in its absolute discretion.

5.2 What happens if you do not use your account

Subject to clause 12, all Incentive Points in your account are cancelled if you fail to either redeem your Incentive Points or earn further Incentive Points within three years from the date of your last earning or redemption of Incentive Points (**Transaction**).

5.3 Adjustment of Incentive Points

- (a) Flight Centre may adjust the number of Incentive Points in your account retrospectively if it believes there has been an error in the accrual or redemption of Incentive Points.
 - (b) If you do not have a sufficient number of Incentive Points in your account to make the adjustment, your points balance may be reduced to a negative balance.
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5.4 Cancellation or suspension of Incentive Points, return of Rewards and compensation

- (a) Without limiting clause 3.2, Flight Centre may:
 - (i) cancel or suspend some or all of your Incentive Points; or
 - (ii) require you to return Rewards or compensate Flight Centre for Rewards obtained,

if Flight Centre determines that you have been involved in any act or omission that would otherwise give Flight Centre the right to terminate your membership.

- (b) Flight Centre may suspend some or all of your Incentive Points if it suspects you have been involved in any conduct described in clause 3.2 pending a determination under that clause.

5.5 General

- (a) Incentive Points are not redeemable for cash.
- (b) Except as provided under clause 5.3(a), you may never have negative Incentive Points.
- (c) Incentive Points cannot be transferred between members or any other person, and cannot be transferred to any other loyalty program.

6. REWARDS

6.1 Receiving Rewards

- (a) You may redeem your Incentive Points for any good, service or other benefit made available by Flight Centre under the Consultant Reward Scheme from time to time (each a **Reward**). To claim a Reward you must follow the directions advised by Flight Centre from time to time. A Consultant must not process the redemption of his or her own Incentive Points.
- (b) You redeem Incentive Points for an amount to be applied to a Reward based on the redemption rate specified by Flight Centre for that Reward (the **Redemption Rate**). The Redemption Rate will be nominated by Flight Centre from time to time.
- (c) Incentive Points redeemed for Rewards will be deducted from your account at the time of redemption.

6.2 Excluding Rewards

Flight Centre may, from time to time, specify that certain goods, services or other benefits which would otherwise be available as Rewards, are not available as Rewards.



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6.3 Claiming a reward with Incentive Points and other payment method

You may acquire a Reward with a combination of Incentive Points and any other payment method approved by Flight Centre.

6.4 Rewards subject to availability

All Rewards are subject to:

- (a) availability and may be offered on a restricted basis. Special conditions may apply in relation to Rewards; and
- (b) the terms upon which a third party makes the relevant product, service or other benefit available. Seating and accommodation will be limited and subject to availability.

6.5 Responsibility of member

Any additional outgoings, fees or charges payable in respect of a Reward are your responsibility. By way of example, the payment of an excess on an insurance policy purchased with Incentive Points is your responsibility, and cannot be funded with Incentive Points.

6.6 Change to Rewards or required Incentive Points

Flight Centre may withdraw, limit, modify, cancel or increase the continued availability of a Reward or the Redemption Rate to be applied when you acquire a particular Reward.

6.7 Delay or inability to provide Rewards

Flight Centre is not liable for any disruption to the Consultant Reward Program or any delay to or inability to provide any Reward caused by circumstances beyond its control, including any failure of a third party, such as an airline carrier, to provide a Reward.

6.8 Refund of Reward Prizes

Refunds of reward prizes may be available within five business days of redemption date, subject to supplier terms and conditions, unless required by law.



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7. PRIVACY

Flight Centre may seek access to, collect, use or disclose your personal information for:

- (a) administering the Consultant Reward Program and the provision or performance of services relating to the Consultant Reward Program;
- (b) planning, research, and the promotion and marketing (whether targeted, direct or indirect) of goods, services or products of Flight Centre or any organisation associated with the Consultant Reward Program, and you specifically authorise Flight Centre and any of its agents or contractors to seek access to, collect, use or disclose that information between themselves, for those purposes.

For more information regarding Flight Centre's privacy policy, go to www.flightcentre.co.nz

8. PROVISION OF INFORMATION TO YOU

Flight Centre (or its contractors or agents) will, from time to time, transmit statements, notices and other material relevant to the Consultant Reward Program. Any such material will be deemed to have been given by Flight Centre if sent to the email address last notified by you to Flight Centre. You must advise Flight Centre of any change to your contact details.

9. NO WARRANTIES OR REPRESENTATIONS

Flight Centre makes no warranties or representations either express or implied and expressly disclaims all liabilities (including for consequential damages) with respect to type, quality, standard, fitness or suitability for any purpose of Rewards. Warranty claims should be directed to the manufacturer or service provider in accordance with their warranty information (if applicable). Where Flight Centre supplies goods or services to you as a consumer, as defined in the Consumers Guarantees Act 1993 (the **Act**), then nothing in this clause excludes, restricts or modifies any liability, right or remedy imposed or conferred by the Act. However, to the extent permitted by the Act, any such liability of Flight Centre is limited to the cost of supplying the goods or services again.

10. NO LIABILITY

Flight Centre does not accept any liability with respect to death, injury or any consequential loss arising from the supply of a Reward.

11. ACCURACY OF INFORMATION

Flight Centre accepts no responsibility for any inaccuracy or misdescription contained in any information provided in any communication in relation to the Consultant Reward Program.

12. TAX LIABILITY

- (a) Subject to this clause 12, it is your responsibility to pay any tax liability or any other government charge or meet any reporting requirement in connection with the receipt of any Incentive Points or Reward.
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- (b) Flight Centre acknowledges it is responsible for any fringe benefits tax resulting from you redeeming Incentive Points for Rewards. You acknowledge that Flight Centre's exposure to fringe benefits tax will affect the Redemption Rate applicable for certain Rewards and that you will, if requested by Flight Centre, complete all documentation and declarations as may be required by it to properly calculate and account for its liability for fringe benefits tax.
- (c) You warrant that any information you provide to Flight Centre in connection with the redemption of Incentive Points for Rewards is correct.

13. RESOLUTION OF DISPUTES

All disputes which arise in connection with your participation in the Consultant Reward Program will be resolved in accordance with Flight Centre's dispute resolution process for employee disputes, as revised from time to time in Flight Centre's discretion.

14. GOVERNING LAW

The laws of New Zealand govern these terms and conditions. You submit to the jurisdiction of the New Zealand courts for any action in relation to the Consultant Reward Program.

15. RESERVATIONS

Flight Centre reserves the right to:

- (a) refuse membership to a person who resides in a particular country or region; and
 - (b) cancel Incentive Points or refuse redemption of Incentive Points, if it determines, in its absolute discretion, that the earning of the Incentive Points or their redemption is an abuse of the Incentive Program.
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