

Effective date - 25 May 2022

1. GENERAL

1.1. These terms and conditions (**Terms**):

- (a) apply to the VA Business Flyer program, and govern our relationship with you (**Member**) with respect to the VA Business Flyer program;
- (b) are effective as at the date outlined above, and, to the fullest extent permitted by law, may be changed from time to time by us. We'll (i) act reasonably in making any changes, (ii) where possible, provide you with at least 30 days' notice, and (iii) publish any changes to the Terms on our website. It's important the Member understands that the Benefits and other features of VA Business Flyer may change over time;
- (c) operate in addition to, and should be read in conjunction with, the Velocity Business Program Terms, Velocity Frequent Flyer Program Terms, and any other terms that may apply from time to time in relation to the Benefits (**Associated Terms**). Certain Benefits are governed under different terms, for example, if you're flying with us, our Conditions of Carriage apply, or, if you're accessing our lounges, our Lounge Terms and Conditions apply.

1.2. It is the Member's responsibility to ensure that its Benefit Users have read, understood and comply with these Terms.

1.3. You agree and acknowledge that we are a party to these Terms in our personal capacity as Virgin Australia, and as agent for Velocity Frequent Flyer Pty Ltd (**Velocity Frequent Flyer**) to the extent that any rights or obligations under these Terms are to the benefit, or are the responsibility, of Velocity Frequent Flyer.

2. APPLICATION, ELIGIBILITY AND BOOKING PORTAL

2.1. To become a Member, you must complete the application form on our website by providing all requested information.

2.2. By applying for a Membership or using the Booking Portal, the applicant:

- (a) warrants that it has due authority to bind the proposed Member;
- (b) agrees that it will become a Member and be bound by these Terms; and
- (c) agrees that it has read the VA Privacy Documents.

2.3. Membership is only open for Members who hold a valid ABN, have an Australian business address, have a total annual Flown Air Travel Expenditure of less than AUD\$300,000 and do not currently already have a VA Business Flyer account. Please note that Superannuation Funds, travel agents, travel management companies, travel wholesalers, air travel consolidators, or anyone re-selling air travel are not eligible to join the VA Business Flyer program.

2.4. We reserve the right to accept or reject any Membership application in our sole discretion.

2.5. A Member:

- (a) must nominate, and have for the duration of the Membership, one Key Contact;
- (b) must nominate at least one Account Administrator (who must be aged 18 or older

and who has authority to bind the business); and

(c) can only hold one Membership.

- 2.6. If you have a total annual Flown Air Travel Expenditure of greater than AUD\$300,000, we may terminate or suspend your Membership and offer to transfer your Membership to a Virgin Australia corporate account. In these circumstances, we will contact you to discuss your transfer to a corporate account and the benefits associated with our corporate account options.
- 2.7. Members will be provided with access to the Booking Portal and will be provided with login credentials. Members may provide or create login credentials for the Booking Portal for Benefit Users. It is the Member's responsibility to ensure that all login credentials are kept confidential and safe.
- 2.8. If you notify us of unauthorised use of your account or we think your account may have been compromised, we may require you to create a new account or change your account details (or both). We may decide not to investigate unauthorised use or transactions until your new account has been created or your details are changed. If a new account is created, any points and unused Benefits from your previous account will be transferred but you'll be responsible for linking your new account to relevant partner accounts.

3. SUSPENSION OR TERMINATION

- 3.1. We may terminate or suspend your VA Business Flyer account (including any Benefits) at any time without notice, if we reasonably determine that you may have breached these Terms or the Velocity Business Program Terms. Where possible, we will provide at least 30 days' written notice of such termination or suspension.
- 3.2. Without limiting our rights under clause 3.1, if a Member has breached these Terms, we may, in our sole discretion, on reasonable notice and without liability:
- (a) suspend access to the Booking Portal;
 - (b) cancel or refuse to honour Benefits (in which case the Benefits may be forfeited by the Member); and
 - (c) suspend or terminate the Membership.
- 3.3. If the Member's ABN changes, we may require the Member to submit a new VA Business Flyer application.
- 3.4. We may require a Member to wait a minimum period from the time their Membership is terminated prior to submitting a new application to join VA Business Flyer.
- 3.5. A Member may terminate its Membership without cause by contacting us. Please note that we will terminate your Membership promptly on receipt of your request to do so. Unless otherwise agreed by us (at our discretion), all Benefits accrued or provided prior termination will immediately cease on termination, and you will not be provided with a refund of any pre-paid amounts for any Benefits (for instance the access to our lounges).

4. GENERAL OBLIGATIONS

- 4.1. Members must, and must ensure that Benefit Users:
- (a) comply with these Terms;
 - (b) not misuse the Benefits provided under these Terms;

- (c) not engage in misleading, dishonest or fraudulent behaviour in any ways connected with the Membership and associated Benefits or rewards; and
- (d) comply with Laws.

4.2. Members:

- (a) must promptly notify us in the event their details associated with their Membership (including their ABN status) changes. Changes can be made through the Booking Portal or by contacting us. Please note that not all changes can be made through the Booking Portal;
- (b) will ensure that they raise positive awareness of VA Business Flyer within its respective organisations;
- (c) must ensure to include the relevant ABN to all Bookings to ensure that we can provide the Benefits under these Terms to you;
- (d) warrant that all information given us in connection with VA Business Flyer and in the Booking Portal is correct, and undertake to promptly notify us of any changes to the information;
- (e) prior to or at the time of booking, provide the Travellers and, if applicable, its TMC with a copy of or link to our Conditions of Carriage, which will be taken to be agreed to upon travelling with us; and
- (f) prior to or at the time of providing or creating login credentials for the Booking Portal for Benefit Users or making a Booking, comply with the privacy obligations in clauses 8.3 and 8.4.

5. BOOKINGS

- 5.1. Members may book Air Travel Services with us from time to time either via us, our nominated platforms, or via their TMC.
- 5.2. Members may nominate a TMC from time to time to make Bookings. If a TMC is nominated by a Member, the Member remains responsible for ensuring that the TMC provides the relevant terms and conditions to Travellers (including a copy of, or link to, the Conditions of Carriage, which will be taken to be agreed to upon travelling with us, and a copy of, or link to, the VA Privacy Documents which will be taken to have been read upon travelling with us) and that the Member's ABN is included in Bookings to ensure that all Benefits can be provided in accordance with these Terms.
- 5.3. For Members that use TMC services and have exceeded the Expenditure Threshold, by agreeing to these Terms, you agree that you authorise the transfer of the total travel expenditure data related to your VA Business Flyer account from your nominated TMC to PRISM Group, Inc. (**PRISM Group**) for analytical or insight purposes on the following terms:
 - (a) Your nominated TMC may provide (retroactively to 1 August 2018), your ticket-level detailed transactional data, on a monthly basis, no later than the 15th of the month, in an electronic format, to PRISM Group.
 - (b) The travel data to be reported to PRISM Group will include the total (by segment) Virgin Australia air ticket revenue and segments produced by you and the total (by segment) air ticket revenue and segments produced for all travel by you with Virgin Australia.
 - (c) You must ensure that your nominated TMC must not include personal information

such as passenger names or credit card numbers in the data sent to PRISM Group.

- (d) The data will also include ticketed transactions on other airlines, although such information must be masked, aggregated or otherwise de-identified by PRISM Group before being released to Virgin Australia through our software licensed from PRISM Group.
- (e) You must ensure your nominated TMC is not to conduct any masking of the data. Your nominated TMC is to provide data for all points of sale for which the TMC issues tickets. The travel data should be exclusively from the TMC's ticketing sources.

5.4. Members must provide us with at least 30 days' prior written notice before changing the TMC (as this may affect the Benefits provided under these Terms).

6. BENEFITS

6.1. Provided that Members comply with their obligations under these Terms, we will provide you with the Benefits in accordance with these Terms.

6.2. Benefits in VA Business Flyer:

- (a) may be offered under separate applicable Associated Terms. It is the Member's responsibility to ensure that it has, and its Benefit Users have, read and understood the Associated Terms;
- (b) may be provided by Related Bodies Corporate of Virgin Australia (including Velocity Frequent Flyer) or other third parties;
- (c) can only be used or provided to Benefit Users.

6.3. When a Member successfully applies for a Membership, the Member will automatically be enrolled into the loyalty program for VA Business Flyer Members operated by Velocity Frequent Flyer in accordance with the Velocity Business Program Terms.

6.4. The Member consents to (or will procure the consent of) its Benefit Users receiving Benefits.

6.5. The Benefit Users may further become a member of the Velocity Frequent Flyer Program which is provided under the Velocity Frequent Flyer Program Terms.

6.6. We may require the Key Contact and other representatives of the Member become a member in the Velocity Frequent Flyer Program as a condition of being a VA Business Flyer Member.

7. TAX AND LIABILITY

7.1. We are not responsible for, and we make no representations about, any tax liability in connection with a Member participating in VA Business Flyer. Members should seek advice from a professional accountant or tax adviser to ensure they understand any possible taxes in relation to your participation in VA Business Flyer.

7.2. Any consideration to be paid or provided for a supply made under or in connection with these Terms, unless specifically described in these Terms as 'GST inclusive', does not include an amount on account of GST.

7.3. If a party ('Supplier') makes a taxable supply under or in connection with these Terms, the recipient of the supply ('Recipient') must pay the Supplier an additional amount equal to

the GST payable on that supply at the same time as the GST exclusive consideration is paid.

- 7.4. If an amount is calculated by reference to or as a specified percentage of another amount or revenue stream, that first amount will be calculated by reference to or as a specified percentage of the other amount or revenue stream exclusive of GST and Ticket Taxes.
- 7.5. If any consideration is expressly stated to be inclusive of GST and if an applicable law increases or decreases the rate of GST, then the consideration (inclusive of GST) will be increased or decreased to take into account the increase or decrease in the rate of GST.
- 7.6. Subject to a Member's rights under the Australian Consumer Law and to the fullest extent permitted by law, we and our Related Bodies Corporate, including Velocity Frequent Flyer and Velocity Rewards Pty Ltd, and including our officers, employees and agents, exclude liability to you for any indirect or consequential loss, or any economic loss, loss of profits and loss of opportunity (whether direct or indirect), damage, claim or expense, you may suffer in connection with these Terms or the VA Business Flyer program generally
- 7.7. You shall pay and shall indemnify, defend, hold harmless from and against and reimburse Virgin Australia for the amount of any Tax (including Ticket Taxes) levied, imposed, collected, withheld, assessed or charged in respect of the Agreement, the payment(s) made under the Agreement, and the entering into and undertaking of the transaction(s) contemplated or attributable to this Agreement. All payments by you shall be free and clear of all withholdings or deductions of any nature whatsoever except to the extent otherwise required by law. If you are required to make a deduction or withholding for or in respect of any Taxes from any payment to be made to Virgin Australia, you must pay to Virgin Australia by way of supplemental payment an additional amount such that after the deduction of all amounts required to be withheld or deducted from the payment and the supplemental payment, the net amount actually received by Virgin Australia will equal the amount that Virgin Australia would have received if such deduction or withholding had not been required.

8. PRIVACY AND MARKETING

- 8.1. In the course of operating VA Business Flyer and providing the Benefits and features of the VA Business Flyer program, we will collect and handle personal information. You can read more about how we collect and handle personal information in connection with VA Business Flyer, including sharing with others, in the VA Privacy Documents. By accepting these Terms, the Member acknowledges that it has read the VA Privacy Documents and understands that we will collect and handle personal information in accordance with those documents.
- 8.2. In connection with VA Business Flyer, the Member may provide personal information to us about Benefit Users, including:
 - (a) when the Member nominates a Key Contact or Account Administrator;
 - (b) when the Member (or a Benefit User) provides, creates, or updates login credentials for the Booking Portal for a Benefit User; or
 - (c) when the Member (or a Benefit User or a TMC) makes a Booking for Air Travel Services for a Benefit User via one of our nominated platforms.
- 8.3. The Member must, and must ensure that its Benefit Users, only provide business contact details when providing, creating, or updating login credentials for a Benefit User.
- 8.4. Before providing personal information to us about a Benefit User, the Member must, and must ensure that its Benefit Users:

- (a) make the nominated Benefit User aware (i) of the disclosure of their personal information to us for the purpose of operating VA Business Flyer, (ii) of the disclosure of their personal information to Velocity Frequent Flyer for the purpose of operating the Velocity Business Program, (iii) of the VA Privacy Documents, including that in certain circumstances we may disclose information about the Benefit User to the Member and the Member's nominated TMC, and (iv) that, from time to time, we may use the contact details provided to us to contact the nominated Benefit User, including as set out in clauses 8.5 and 8.6; and
 - (b) procure the nominated Benefit User's consent (in the form required by applicable Laws) (i) for us to send direct marketing as set out in clause 8.5, and (ii) for us to collect and handle relevant sensitive information about the Benefit User (if any), such as dietary requirements or special assistance requirements, to allow us to provide the Air Travel Services to them and as otherwise specified in the VA Privacy Documents, including in certain circumstances to disclose their sensitive information to the Member or the Member's nominated TMC. The Member must promptly provide us evidence of the Benefit User's consent, if requested by us.
- 8.5. During a Membership, it is our goal to keep our Members (and their Benefit Users) informed about the Benefits associated with VA Business Flyer and the Velocity Business Program and seek valuable feedback from our Members (and their Benefit Users). Unless the Member or the relevant Benefit User has opted out, the Member consents to, and agrees to procure the consent of its Benefit Users for, us, our Related Bodies Corporate and third parties associated with VA Business Flyer, to send or display to, the Member and its Benefit Users, direct marketing promoting brands, goods and services (including third party offers) and surveys in relation to or in connection with VA Business Flyer and the Velocity Business Program, via various channels and media (including by email, SMS text message, mail, phone call, push notifications on a mobile device (if these are enabled on the device), targeted online advertising on other websites, including through digital platforms (such as Google and Facebook) and personalised advertising on our websites and mobile apps).
- 8.6. A Member or any of its Benefit Users may opt out of direct marketing at any time. Note that, after opting out important service-based messages will still be sent by us and our Related Entities about VA Business Flyer and the Velocity Business Program, and, if the opt-out applies only to some channels, direct marketing may still be sent or displayed by us, our Related Bodies Corporate or partners via alternative channels (e.g., opting out of only email marketing will not block SMS text message marketing or targeted online advertising).
- 8.7. The Member and its Benefit Users can read more about our marketing practices in the VA Privacy Policy and the Velocity Frequent Flyer Privacy Policy, including how to manage marketing communications preferences.

9. OTHER TERMS AND DEFINITIONS

- 9.1. Each party must obtain the other party's prior written consent to the use of that party's name, logo or any other intellectual property in any promotional or advertising material whatsoever, including any promotions, links or information which may appear or be displayed on that party's website.
- 9.2. We have the right to assign, novate or transfer these Terms to any third party without a Member's consent. Members will not assign, novate, or otherwise dispose of their rights, interests or responsibilities under these Terms without our prior written consent.
- 9.3. Members agree to receive notices under these Terms via email to the address nominated in the Booking Portal.
- 9.4. These Terms are governed by the laws of Queensland, Australia. Each party must comply

with all Laws relevant to that party's obligations under these Terms.

9.5. Unless otherwise stated in these Terms, the items have the following meaning:

- (a) **ABN** means Australian Business Number or Australian Company Number.
- (b) **Account Administrator** means the individual who has been provided with access to the Booking Portal and who is granted the right to administer the Membership.
- (c) **Air Travel Services** means the transportation of persons by air and includes services related to this service, including but not limited to airport check-in, guest lounges, baggage services and baggage collection.
- (d) **Airlines** means Virgin Australia, Virgin Australia International Airlines Pty Ltd, Virgin Australia Regional Airlines Pty Ltd and Virgin Australia (SE Asia) (as the case may be).
- (e) **Associated Terms** has the meaning provided to it in clause 1.1(c) .
- (f) **Australian Consumer Law** means schedule 2 of the *Competition and Consumer Act 2010*.
- (g) **Base Fare** means a fare exclusive of Ticket Taxes and GST.
- (h) **Benefit Users** means the Key Contact, Account Administrators, Travel Bookers, Travellers, Guest Travellers, and any other individual directly employed or contracted by the Member who have been validly nominated by the Member to receive or use the Benefits provided in VA Business Flyer.
- (i) **Benefits** means the benefits provided by us, our Related Bodies Corporate or any third parties from time to time, and, as at the date of these Terms, those outlined on our website: <https://virginaustralia.com/businessflyer>.
- (j) **Booking** or **Bookings** means a booking made by or on behalf of the Member for Air Travel Services provided by the Airlines or Virgin Australia's codeshare partners.
- (k) **Booking Portal** means the digital platform provided to Members as part of VA Business Flyer which includes a Booking facility for Members.
- (l) **Conditions of Carriage** means the conditions of carriage of Virgin Australia, as displayed on the Virgin Australia Website from time to time.
- (m) **Expenditure Threshold** means (i) a Member's actual Flown Air Travel Expenditure of AU\$50,000 or more in any consecutive 12-month period, or (ii) where a Member has indicated that it will, or will likely, incur Flown Air Travel Expenditure of AU\$50,000 or more in any consecutive 12-month period.
- (n) **Flown Air Travel Expenditure** means all Base Fare revenue attributed to the month or reporting period the Member's Traveller flies where Virgin Australia is the marketing carrier and the flights are operated by the Airlines or operated under certain codeshare arrangements (as determined by us from time to time), as measured by our revenue accounting system. Flights purchased in full or in part with points, credits or vouchers are excluded.
- (o) **GST** has the meaning provided to that term in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
- (p) **GST Act** means the *A New Tax System (Goods and Services tax) Act 1999* (Cth).

- (q) **Guest Travellers** means individuals who do not have login credentials for the Booking Portal but are associated with the Member and for whom Bookings can be made by other Benefit Users.
- (r) **Key Contact** means the authorised person with authority to act on the Member's behalf and with whom we will interact in relation to the Membership.
- (s) **Laws** means any and all applicable rules of law, statutes, statutory instruments, directives, regulations, orders and other instruments having the force of law, including but not limited to the Privacy Act and the GST Act.
- (t) **Lounge Terms and Conditions** means the conditions of entry to the Virgin Australia Lounge, which are located at <https://www.virginaustralia.com/au/en/travel-info/at-the-airport/lounge/>, and any other terms and conditions we may impose on access to an airport lounge or other private area that we operate, from time to time.
- (u) **Member** has the meaning provided to it in clause 1.1(a).
- (v) **Membership** means the Member's membership in the VA Business Flyer program.
- (w) **Privacy Act** means the *Privacy Act 1988* (Cth).
- (x) **Privacy Statement for Bookings** means the Virgin Australia privacy statement for bookings here: <https://www.virginaustralia.com/au/en/about-us/policies/privacy/>.
- (y) **Privacy Statement for Business Flyer and Loyalty** means the joint privacy statement for VA Business Flyer and the Velocity Business Program here: <https://www.virginaustralia.com/au/en/about-us/policies/privacy/>.
- (z) **Related Bodies Corporate** has the meaning provided to that term in the *Corporations Act 2001* (Cth).
- (aa) **Terms** has the meaning provided to it in clause 1.1.
- (bb) **Ticket Taxes** means any government and airport related taxes, fees, levies, service fees, charges and surcharges (including without limitation insurance surcharges, fuel surcharges, fare surcharges, YQ/YR charges) and any other taxes, fees, levies, charges and surcharges imposed on air travel or the method of payment.
- (cc) **TMC** means the company which has been nominated by the Member to make Bookings with us on the Member's behalf, provided that such TMC has a valid arrangement in place with us.
- (dd) **Travel Booker** means the individual who can book flights for and on behalf of the Member.
- (ee) **Travellers** means individuals who are employed, contracted or otherwise associated with the Member who can make Bookings with us for themselves only.
- (ff) **VA Business Flyer** means the program of Virgin Australia provided under the Virgin Australia Business Flyer brand by which Virgin Australia provides flight benefits and flight related benefits to Members.
- (gg) **VA Privacy Documents** means the VA Privacy Policy, the Privacy Statement for Business Flyer and Loyalty, the Privacy Statement for Bookings, and any other relevant privacy statements of Virgin Australia, as published on the official website of Virgin Australia from time to time.

- (hh) **VA Privacy Policy** means the Virgin Australia privacy policy here: <https://www.virginaustralia.com/au/en/about-us/policies/privacy/>.
- (ii) **Velocity Business Program** means the business loyalty program operated by Velocity Frequent Flyer and subject to the Velocity Business Program Terms.
- (jj) **Velocity Business Program Terms** means the terms and conditions of the Velocity Business Program terms here: <https://virginaustralia.com/businessflyer>.
- (kk) **Velocity Frequent Flyer** has the meaning provided to it in clause 1.3.
- (ll) **Velocity Frequent Flyer Privacy Policy** means the Velocity Frequent Flyer privacy policy here: <https://www.virginaustralia.com/au/en/about-us/policies/privacy/>.
- (mm) **Velocity Frequent Flyer Program** means the frequent flyer program for individuals operated by Velocity Rewards Pty Ltd.
- (nn) **Velocity Frequent Flyer Program Terms** means the terms and conditions for the Velocity Frequent Flyer Program as published from time to time on velocityfrequentflyer.com.
- (oo) **Virgin Australia** means Virgin Australia Airlines Pty Ltd ABN 36 090 670 965.
- (pp) **We** or **us** means Virgin Australia.
- (qq) **You** and **your** means the Member.

Schedule 1 – Benefits

The following Benefits will be provided to Members as part of VA Business Flyer:

1. LOYALTY BENEFITS

- 1.1. Loyalty Benefits for VA Business Flyer will be provided by Velocity Frequent Flyer Pty Ltd ABN 60 601 408 824 in accordance with the terms as outlined in Schedule 2 (as updated from time to time in accordance with those terms).

2. VELOCITY PILOT GOLD

- 2.1. If a Member spends at least AU\$2,000 of Flown Air Travel Expenditure within three months of becoming a Member, we will procure Velocity Pilot Gold Memberships for two of a Member's employees as nominated by the Member.
- 2.2. In order for Benefit Users to receive Velocity Pilot Gold:
 - (a) the Benefit User must be a current member in the Velocity Frequent Flyer Program, and must provide their Velocity Frequent Flyer membership number in each Booking;
 - (b) the Benefit User must agree and comply with the Velocity Frequent Flyer Program Terms (including the relevant Pilot Gold provisions included therein) as amended from time to time.

3. FARE ADVANTAGE DISCOUNT

We will provide Members with Fare Advantage Discounts on the following terms:

- 3.1. The availability of Fare Advantage Discounts is limited and do not apply to all fare classes. The Fare Advantage Discount levels applicable are the discount levels published on our website: <https://virginaustralia.com/businessflyer> at the time a booking is made and are subject to change.
- 3.2. Fare Advantage Discounts can only be booked through the Booking Portal, our Guest Contact Centre, or the TMC.
- 3.3. Fare Advantage Discounts cannot be used in conjunction with any other offer or discount, other than as expressly provided in these Terms.
- 3.4. Fare Advantage discounts do not apply to any Bookings made via the Virgin Australia conference and group travel area and cannot be combined with any other Unpublished Fares and Promotional Fares.
- 3.5. Advantage Discounts are not available through the Virgin Australia public website and may not be available through all TMCs or corporate travel agents. If your TMC is not registered to process Fare Advantage Discounts, please instruct your TMC to contact us.
- 3.6. Published Fare Advantage Discount levels may change without notice. Please check our website for current discount levels.
- 3.7. Fare Advantage Discount do not apply to bookings for children and infants.
- 3.8. In this section:
 - (a) **Fare Advantage Discounts** means a Base Fare discount that is provided to the Member on selected fare classes and cabins on the Booking or via eligible registered TMCs.

- (b) **Private Fares** means a fare that is not generally made available to the public that has been offered by us directly to a corporate or TMC.
- (c) **Promotional Fares** means a fare that is available for a limited period only and which is not part of the standard fare which are publicly visible.
- (d) **Unpublished Fare** means a fare not generally made available to the public. This includes Private Fares, Promotional Fares and fares that have been combined with another service, e.g. hotel accommodation as part of a package.

4. TRAVEL CREDIT ACCOUNT

- 4.1. We will use reasonable endeavours to provide your Travel Credit accrued up to 30 June 2021 (if any) into your Travel Credit Account within 60 days of 30 June 2021.
- 4.2. Travel Credit funds expire 12 months after the date of issuance (**Expiry Date**). Refunds to the Travel Credit Account will expire on their original expiry date (i.e., the expiry date when the Travel Credit was initially issued).
- 4.3. Any portion of the Travel Credit Account Code which has not been booked and flown prior to the Expiry Date will automatically expire, and will not be carried over. Tickets are non-redeemable for cash.
- 4.4. Your Travel Credit Account can only be used to redeem published fares in relation to flights marketed and operated by an Airline (including taxes) and are not redeemable for cash.
- 4.5. Your Travel Credit Account can be used to book any class of fare, and the relevant fare rules will apply. Changes to confirmed flights will incur the relevant change fees per guest as per the fare rules of the ticket type booked. Fare rules can be located on the Virgin Australia Website.
- 4.6. Your Travel Credit Account cannot be transferred to another company, person or entity. The Travel Credit Account constitutes a voucher for GST purposes. We will issue a Tax Invoice for each booking made by you within 28 days of you making a flight booking using your Travel Credit Account.
- 4.7. Amounts credited to or redeemed from your Travel Credit Account may be subject to, or give rise to liabilities for taxes (including GST, income tax and fringe benefits tax), duties, levies, charges or other liabilities. This may be particularly relevant if your Travel Credit Account is utilised by employees for private use travel and as such we recommend you seek independent taxation advice. You accept sole responsibility for informing yourself of the taxation obligations which may arise for you under this program, and for the payment of any such taxes, duties, levies, charges and other liabilities
- 4.8. Words or expressions used in this section B of Schedule 2 which are defined in the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* or the *Goods and Services Tax Act 1985 (NZ)* have the same meaning in this section.

5. VIRGIN AUSTRALIA LOUNGE BENEFITS

- 5.1. Members are provided with access to Virgin Australia domestic lounges for its Key Contact, Account Administrators, Travel Bookers and Travellers for the following discounted membership rates (GST inclusive):

Joining Fee (including GST)	Annual Membership / Renewal (including GST)
NIL	AUD\$379 per membership

- 5.2. Members agree and acknowledge that access to Virgin Australia lounge by any individual is subject to the Lounge Terms and Conditions.
- 5.3. Please note that we may change this Benefit (including any fees payable) at our sole discretion without notice.
- 5.4. Upon activation of your online account, you agree:
- (a) the elected nominee has the authority to make decisions and payments on your behalf;
 - (b) the elected nominee is responsible for relaying and agreeing to the Lounge Terms and Conditions on an employee's behalf when the Virgin Australia Lounge membership has been purchased or arranged by you;
 - (c) it is the nominee's responsibility to ensure that the contact information given is correct and up to date; and
 - (d) you are responsible for advising us of any changes relating to your contact information.

Schedule 2 – Velocity Business Program Terms

1. WHAT YOU NEED TO KNOW ABOUT YOUR VELOCITY BUSINESS MEMBERSHIP

1.1. Overview

Velocity Frequent Flyer Pty Ltd ABN 60 601 408 824 (referred to as **we, us, our** or **Velocity**) provides business rewards and program benefits (**Program Benefits**) to Members of the VA Business Flyer Program (**Velocity Business Program**) in accordance with these terms and conditions (**Terms**). When Members join VA Business Flyer, they will, subject to these Terms and the VA Business Flyer terms, automatically qualify for the Velocity Business Program.

The Velocity Business Program is a separate program to the Velocity Frequent Flyer Program which is offered to individual members.

Unless otherwise defined in these Terms, capitalised items in these Terms have the meaning provided to them in the VA Business Flyer terms. These Terms are effective as at 5 April 2022 and are governed by the laws of Queensland, Australia.

You agree and acknowledge that we are a party to these Terms in our personal capacity as Velocity, and as agent for Virgin Australia Airlines Pty Ltd (**Virgin Australia**) to the extent that any rights or obligations under these Terms are to the benefit, or are the responsibility, of Virgin Australia.

1.2. Important things to know about participating in the Velocity Business Program

We may update these Terms from time to time in accordance with clauses 1.6 and 1.7, so Members should regularly check these Terms, including before using any Program Benefits.

1.3. Points and Program Benefits

- To earn or redeem Points, you may need to enter into separate terms and conditions with a partner or the business supplying the good or service. In these circumstances, those separate terms and conditions will govern the arrangement between you and the partner or business supplying the good or service – we're not a party to those terms and conditions. You can read more about this in clause 3 (Earning Points).
- Some Program Benefits have limited availability – you can read more about this in clause 4 (Redeeming Points) and clause 5 (Program Benefits).
- Sometimes we agree with our partners to offer some or all of our Members bonus Points or special offers. These are usually only available for a limited time and usually involve certain eligibility requirements. Offers are sometimes personalised or tailored for a group of Members, which means that sometimes not all offers are made to all Members. Offers may also be sent directly to you. You should carefully review the terms and any eligibility requirements before accepting bonus Points or special offers.
- It's your responsibility to check that you've received eligible Points and other Program Benefits. You'll need to make enquiries about eligible Points earn transactions within the timeframes set out in these Terms or otherwise notified to you by us. We may not be able to help you with your enquiry (i.e. you may miss out on earning Points and Program Benefits) if it isn't made within the relevant timeframe.
- Points expire 24 months after the date you last earned or redeemed Points.

- If you don't comply with these Terms or the VA Business Flyer terms, we may cancel your membership and take any other action we think is reasonably appropriate. You can read more about this, including what we expect from you, in clause 2 (Velocity Business Program).

1.4. Privacy and Marketing

Privacy: In the course of operating the Velocity Business Program and providing the Benefits and features of the Velocity Business Program, we will collect and handle personal information. You can read more about how we collect and handle personal information in connection with the Velocity Business Program, including sharing with others, in the Velocity Privacy Documents. By accepting these Terms, you acknowledge that you have read the Velocity Privacy Documents and understand that we will collect and handle personal information in accordance with those documents.

To enable Velocity to:

- operate the Velocity Business Program;
- promote the benefits of the Velocity Business Program; and
- assist Virgin Australia operate the VA Business Flyer Program,

certain personal information collected as part of the VA Business Flyer Program will be replicated in your Velocity Business Program account accessible via the Velocity website.

In connection with the Velocity Business Program, the Account Administrator may, on your behalf, also provide other personal information about Benefit Users to us, including:

- when the Account Administrator makes a retrospective earn claim on an Eligible Transaction connected with VA Business Flyer; or
- when the Account Administrator transfers Points to Velocity Frequent Flyer Program points.

Before providing personal information about a Benefit User to us or Virgin Australia, you must, and must ensure that your Account Administrator does:

- make the Benefit User aware (i) of the disclosure of their personal information to us for the purpose of operating the Velocity Business Program, (ii) of the Velocity Privacy Documents, including that in certain circumstances we may disclose information about the Benefit User to you and your nominated TMC, and (iii) that, from time to time, we may use the contact details provided for a Benefit User to contact the Benefit User, including as set out in the 'Marketing communications' section below; and
- procure the Benefit User's consent (in the form required by applicable Laws) for us to send direct marketing as set out in the 'Marketing communications' section below. You must promptly provide us evidence of the Benefit User's consent, if requested by us.

Marketing communications: During a Membership, it is also our goal to keep our Members (and their Benefit Users) informed about Benefits associated with the Velocity Business Program and the VA Business Flyer Program and seek valuable feedback from our Members (and their Benefit Users). Unless you or the relevant Benefit User has opted out, you consent to, and agree to procure the consent of your Benefit Users for, us, our Related Bodies Corporate and third parties associated with the Velocity Business Program, to send or display to, you and your Benefit Users, direct marketing promoting brands, products and services (including third party offers) and surveys in relation to or in connection with the Velocity Business Program and the VA Business Flyer Program, via various channels and media (including by email, SMS text message, mail, phone call, push

notifications on a mobile device (if these are enabled on the device), targeted online advertising on other websites, including through digital platforms (such as Google and Facebook) and personalised advertising on our websites and mobile apps).

You or any of your Benefit Users may opt out of marketing at any time. Note that, after opting-out important service-based messages will still be sent by us and our Related Entities about the Velocity Business Program and VA Business Flyer, and, if the opt-out applies only to some channels, then direct marketing may still be sent or displayed by us, our Related Bodies Corporate or partners via alternative channels (e.g., opting out of only email marketing will not block SMS marketing or targeted online advertising).

You can read more about our marketing practices in the Velocity Privacy Policy and the Virgin Australia Privacy Policy, including how to manage marketing communications preferences.

1.5. Liability

Subject to your rights under the Australian Consumer Law (see clause [1.10](#)) and to the fullest extent allowed by law, we and our related companies, including Virgin Australia, Velocity Rewards Pty Ltd and their officers, employees, agents, exclude liability to you for any indirect or consequential loss, or any economic loss, loss of profits and loss of opportunity (whether direct or indirect), damage, claim or expense, you may suffer in connection with these Terms or the Velocity Business Program generally.

1.6. Changes to these Terms and the Velocity Business Program

To the fullest extent permitted by law, we may change these Terms from time to time. We'll act reasonably in making any changes, and publish any changes to the Terms on our website. It's important you understand that Program Benefits and features of the Velocity Business Program may change over time. This includes, but isn't limited to changes to:

- the ways you can earn and redeem Points – i.e. the Velocity Business Program partners (referred to as **partners**) you can earn from and redeem with;
- Points earn rates for eligible Points earn transactions – i.e. the number of Points you earn on an eligible transaction;
- the Program Benefits you may be eligible to receive from time to time;
- Points redemption rates – i.e. how many Points it will take to redeem a Business Reward; and
- partners, and the earn and redemption rates set by partners.

We can't guarantee that certain partners will continue to be part of the Velocity Business Program, or that any Program Benefits or features of the Velocity Business Program will continue to be available.

1.7. When we'll give you notice of changes

If we make a change that is within our control, we'll give you reasonable notice before that change starts applying. If we:

- make a significant change, e.g. a popular partner leaves, we increase the cost to you of redeeming Points for rewards or we significantly change the Program Benefits, we'll give you at least 30 days' notice through the email address recorded in your account and on our website: These changes will apply to you from the date we advise they'll start applying; and

- make changes that aren't significant, e.g. a change to a partnership that you haven't earned or redeemed with recently, you may not receive any prior notice before those changes start applying.

Sometimes we can't control a change or the timing of a change (e.g. where our partners require us to make a change that affects members). If this happens, we'll try to provide reasonable notice of these changes on the Velocity website before they start applying.

If you don't want to agree to any changes we make to these Terms, you may choose to terminate your membership under the Velocity Business Program in accordance with clause 2.6 of these Terms. Please note that termination of your Velocity Business Program membership will automatically terminate your VA Business Flyer membership.

1.8. How we deal with each other and how to contact us

You must act fairly and reasonably when you deal with us and our partners. We'll act fairly and reasonably when we deal with you as a Member. If you have any questions about these Terms, or would like to make a complaint, you can contact the contact centre.

1.9. We can't guarantee that the Velocity Business Program will continue forever

If we choose to shut down the Velocity Business Program including these Terms, we'll do our best to give you at least 3 months' notice of this by an announcement on the Velocity website and by notice to the email address (or postal address if no valid email address is held) recorded in your account.

We'll act reasonably when considering what action is appropriate and reasonable in the event the Velocity Business Program is shut down, however we cannot guarantee that any similar, alternative rewards or benefits will be provided.

1.10. Your rights as a consumer under the Australian Consumer Law

Where applicable under the Australian Consumer Law, when you buy products and services they may come with automatic guarantees known as *consumer guarantees*. We've included some examples below in circumstances where the Australian Consumer Law applies. Nothing in these Terms overrides or limits any rights you may have under the Australian Consumer Law.

Any *products* you have been supplied must:

- be of acceptable quality (i.e. safe, lasting, with no faults and they do all the things someone would normally expect them to do);
- be reasonably fit for any purpose that the supplying business told you they'd be fit for and for any purpose you made known to the supplying business before they're supplied;
- match descriptions made by the supplying business;
- not carry any hidden debts or extra charges; and
- meet any extra promises made about performance, condition and quality.

Any *services* you have been supplied must:

- be carried out with due care and skill;
- be fit for the purpose or that you and the supplying business had agreed to; and

- be supplied within a reasonable time.

It's your right to ask for a repair, replacement or refund if the product or service you buy doesn't meet a consumer guarantee. Your remedy will depend on whether the issue is major or minor. Consumer guarantees may not apply in certain situations (e.g. you got what you asked for but changed your mind or misused a product or service in any way that caused the problem).

This is only a short summary of some of your rights under the Australian Consumer Law. It's not comprehensive and isn't legal advice. The Australian Consumer Law does not apply to all contracts for goods or services.

You can learn more about your rights by visiting the Australian Competition and Consumer Commission (ACCC) website. The ACCC website has plenty of resources including guides in relation to your rights when buying products and services (e.g. consumer guarantees), unfair contract terms and unfair business practices.

2. VELOCITY BUSINESS PROGRAM MEMBERSHIP

In order to obtain the Program Benefits, you must hold a VA Business Flyer membership. You can access the terms and information on how to apply for a VA Business Program membership <https://virginaustralia.com/businessflyer>, which includes eligibility and Account Administrator requirements.

2.1. Our promises to each other

In order to receive the Program Benefits, you and your Account Administrator(s) agree to:

- comply with these Terms and the VA Business Flyer terms and not breach any of your obligations under them;
- comply with the obligations and procure the consents referred to in the privacy and marketing section above at clause 1.4;
- act fairly and reasonably when you deal with us and our partners;
- not engage in misleading, dishonest or fraudulent behaviour in any way connected with your Velocity Business Program or VA Business Flyer membership;
- not engage in unreasonable or unruly behaviour in any way connected with your Velocity Business Program or VA Business Flyer membership (e.g. when travelling on partner flights, using partner lounges or dealing with any of our or our partners' staff or agents);
- provide us with accurate and up-to-date information throughout your membership and all information and documents we reasonably require, including keeping us updated of any changes to the details of your Account Administrator(s) and, if you replace an Account Administrator; and
- keep your password and app PIN (if any) secure and confidential and let us know as soon as you become aware of or are concerned about any unauthorised use.

In consideration of you entering the Velocity Business Program, we'll act fairly and reasonably when we deal with you in relation to this Velocity Business Program, and we will comply with our obligations under and Velocity Business Program Terms.

2.2. Your account and Program Benefits

Your account contains details of your membership and activity. When you log in to your

account, you'll find your Points, annual flight revenue spent, Tier Level, Program Benefits, membership number, company and personal details (e.g. Account Administrator), offers and other details.

Please check your account regularly to confirm that Points and Program Benefits have been properly credited. There are specific timeframes within which you can ask whether you've earned Points on eligible earn transactions and these differ between airline and partners. You can access this information on our website <https://virginaustralia.com/businessflyer>. You can login and access your account through the Velocity website, using your membership number and password.

You can also access your account by calling the contact centre. We'll ask you security questions about your account and you'll need to answer them correctly before you can access your account. You need to keep your account details (e.g. password, company and personal details etc.) secure and confidential and not provide them to anyone. We're not responsible for any dealings with your account or membership if you give out any of these details.

You can update the company and Account Administrator details by logging into your account or by calling the contact centre.

Check out our website for further details on Program Benefits. You can't sell, transfer or otherwise deal with your or someone else's Points or other Program Benefits in a way not permitted by these Terms. Your membership isn't transferable.

2.3. Unauthorised use of your account

If you notify us of unauthorised use of your account or we think your account may have been compromised, we may require you to create a new account or change your account details (or both). We may decide not to investigate unauthorised use or transactions until your new account has been created or your details are changed. If a new account is created, Points and the Tier Level (including unused Program Benefits) from your previous account will be transferred but you'll be responsible for linking your new account to relevant partner accounts.

2.4. When we can suspend or end your membership

If we reasonably determine that you may have breached these Terms, we may:

- end or suspend your membership;
- reverse or cancel Points or Program Benefits;
- cancel or refuse to honour any Program Benefits that you've redeemed or have been provided with;
- reverse any transfer of Points to or from any eligible airline Velocity Business Programs; or
- make any other decision or take any other action that we think is reasonably necessary in the circumstances.

If your membership under the VA Business Flyer program terminates, your membership under the Velocity Business Program will also be terminated. All accrued Points and Program Benefits not redeemed at the time of closure will be forfeited upon termination of your membership.

If we intend to terminate your Velocity Business Program membership, we'll give you at least 14 days' prior notice requesting that you remedy any breach (if it can be

remedied) and asking you to explain why we should not end your membership. We'll take your explanation into account in making our decision.

Circumstances in which we may consider it reasonable to immediately suspend your Velocity Business Program membership without notice include if we:

- identify or suspect potentially fraudulent or dishonest activity in connection with your account; or
- suspect you've dealt with or attempted to deal with Program Benefits other than in accordance with these Terms (e.g. you've attempted to sell, transfer or otherwise deal with your or someone else's Points, or other Program Benefits in a way not permitted by these Terms).

In the event of a suspension, you will not be able to redeem Points or access any other Program Benefits until the account is reactivated.

2.5. Exceeding the spend requirement

If you exceed the annual AUD\$300,000 spend with VA and/or any codeshare flights, we may cancel your membership and offer to transfer your account to a VA corporate account. In these circumstances, we will contact you to discuss your transfer to a corporate account and the benefits associated with our corporate account options.

All Points accrued in excess of the limit and all unused Points will remain in your account and expire after 24 months from the date of accrual.

2.6. How you can end your membership

Only the Key Contact of the Member can end a Velocity Business Program membership. We may request reasonable evidence confirming that the person contacting us is the Key Contact of the Member.

You can end your membership at any time by giving notice to us by phone or email. If you end your membership, we'll close your account and you'll forfeit all your Program Benefits, including Points earned and not redeemed at the time of closure. If you terminate your Velocity Business Program membership, your VA Business Flyer Program membership will also be terminated.

3. EARNING POINTS

3.1. The basics

Points under the Velocity Business Program are a Program Benefit that Members can earn when they buy eligible products or services from our partners – we refer to this as making an 'eligible Points earn transaction' (**Eligible Transaction**). Points don't have a cash value and can't be converted to cash (and they aren't property or currency). Points under the Velocity Business Program are different to points accrued under any individual loyalty program we operate (such as the Velocity Frequent Flyer Program). Please see clause 3.2 for how individuals flying with Virgin Australia or a partner airline may also earn Velocity Frequent Flyer Program points, and clause 4 for how Account Administrators can transfer Points to Velocity Frequent Flyer Program points.

As a member, you will have the opportunity to earn Points in many ways. Once you've earned enough Points, you can redeem them for rewards (subject to availability and your compliance with these Terms).

You can earn Points for eligible Virgin Australia flights and any eligible airline partner flights travelled from your join date, or up to 30 days before your join date if you submit a

retrospective earn claim. You can only earn Points on eligible transactions with non-airline partners from your join date.

Eligible Transactions and the terms on which you can earn Points differ between partners and may vary depending on your Tier Level. You should check partners' Points earn rates and applicable terms and conditions before entering into an Eligible Transaction with them.

For details of current partners and Points earn rates and applicable terms and conditions, check out the partner pages on our website here: <https://virginaustralia.com/businessflyer>

Points earning rates based on the relevant Tier Level can be found here: <https://virginaustralia.com/businessflyer>. The earning rates and information contained on this page are incorporated into these Terms which may be subject to change (see clause 1.6). Changes to these rates will be notified to you in accordance with clause 1.7.

3.2. Earn in the sky with Virgin Australia

You can earn Points for eligible travel with Virgin Australia.

You can earn up to 1,000,000 Points from Virgin Australia flights only, per annum, based on the rolling 12 month period from the date you joined the Velocity Business Program. Points aren't earned on certain fees, taxes or charges.

Other important things you should know

- You can add your membership number to your booking to make it easier to automatically earn Points.
- Points earn is based on the fare you book. This means you'll earn Points based on the fare class originally purchased, even if you travel on an upgraded fare (unless you paid the full fare difference for the upgraded fare).
- You won't earn Points for any flight that isn't flown or that is refunded.
- You can earn Points for others flying with you, as long as you've paid for their ticket, and your membership number is included in their booking.
- You won't earn Points on Reward Seat tickets (including reward tickets issued by our airline partners), complimentary tickets, tickets purchased as part of a packaged holiday, or tickets which are subject to conditions that exclude Points earn. On some airline partner flights, you may not earn any Points at all due to the terms of our commercial arrangements with partners.

3.3. Earn on the ground with other program partners

We may make available to you further ways to earn Points in the Velocity Business Program. Further information about this can be found on our website.

Some other important things you need to know about earning Points:

- You may not earn Points on Eligible Transactions if you don't provide your number at the time of transaction.
- We do our best to allocate Points earned from eligible Virgin Australia marketed and operated flights within 2-3 days of completed travel but timing may vary, based on the terms and conditions for specific offers or the partner the transaction is made with. Points earned with partners may take longer to show in your Velocity account.
- We'll only credit Points to the account of the Member who enters into the Eligible

Transaction. We won't allocate Points, and we can reverse any Points allocation, for any transaction which has been cancelled, refunded or where products or services are returned or aren't supplied. We can also reverse any allocation of Points if they have been allocated in error.

- If you're also a member of a partner's loyalty program (other than a Velocity Frequent Flyer Program member), then you can only earn *either* Points or the reward points/miles in the partner's loyalty program for an Eligible Points Transaction. We aren't responsible for the operation of partner programs and any benefits under partner programs are subject to the terms and conditions of those programs.
- If the individual flying with Virgin Australia or a partner airline is also a Velocity Frequent Flyer Program member, they may also earn Velocity Frequent Flyer Program points in accordance with the relevant Velocity Frequent Flyer Program Terms.

3.4. What to do if you think you're missing Points

If you have an enquiry about an Eligible Transaction (e.g. you think the Points you've earned are wrong or you haven't received Points) or you want to make a retrospective earn claim (if available), you must:

- **For non-airline partner transactions:** Contact the non-airline partner no later than 3 months from the date of the Points activity you're asking about.
- **For Virgin Australia and airline partner transactions:** Access the missing points claim tool on the rewards portal no later than 6 months from the date of the Points activity you're asking about.

We may not be able to help you with your enquiry (i.e. you may miss out on earning Points) if it isn't made within the above timeframes.

4. REDEEMING POINTS

Account Administrators can transfer Points to Velocity Frequent Flyer Program points, provided that:

- at least 3,000 Points are transferred per transfer; and
- Points are only transferred to an individual directly employed or contracted by the Member.

5. PROGRAM BENEFITS

The Velocity Business Program has multiple Tier Levels. Your Tier Level determines the types of Program Benefits you're entitled to access. Certain Program Benefits may only be provided to a specific Tier Level.

Please see our website <https://virginaustralia.com/businessflyer> for information on the Program Benefits. The Program Benefits are incorporated into these Terms.

6. EARNING TIER LEVEL

6.1. The basics

The Velocity Business Program has multiple Tier Levels. Your Tier Level determines the types of Program Benefits you're entitled to access. Below are some important concepts to understand:

- You can only be in one Tier Level at a time. Your Tier Level is calculated on the amount

spent in the rolling 12 month period based on your joining date. At the end of each 12 month period, your flight revenue based on Eligible Flights (see below) resets to \$nil but you will maintain the Tier Level achieved at that date. At the end of each 12-month anniversary, we reserve the right to review the Tier Level based on the spend in the previous 12 month period.

- When you join the Velocity Business Program, you'll be assigned Tier Level 1. Each Tier Level has different Program Benefits, which you can read more about here <https://virginaustralia.com/businessflyer>.
- Your Tier Level is assessed daily based on your Eligible Flights balances to determine if you're eligible to upgrade to the next Tier Level.
- If you meet the eligibility criteria for a Tier Level, you'll be automatically upgraded to that Tier Level.
- We may upgrade, downgrade or maintain your Tier Level in accordance with these Terms.

Eligible Flights:

Fare Type	Credited Class Code for Fare Class
Business	J, C, D
Economy - Flex	Y, B, W, H, K, L, A
Economy - Choice	R, E, O, N, V, P, Q, T, I, S, F
Future Flight Credit	U
Lite	M

Not eligible:

Fare type	Credited Class Code for Fare class
Groups / Charter	G
Redemption fares	X, Z

7. OTHER IMPORTANT STUFF

7.1. You and the nominated Velocity Frequent Flyer Program points recipient are responsible for any tax liabilities

To the fullest extent permitted by law, we are not responsible for and make no representations about, any tax liability in connection with you participating in Velocity Frequent Flyer Program or using any rewards, benefits or other features of the Velocity Frequent Flyer Program. You and the nominated Velocity Frequent Flyer Program points recipient are solely responsible for all taxes, GST, duties, levies, fees, charges or other liabilities (**Taxes**) in connection with participation in the Velocity Business Program, Points earned and the use of Program Benefits and otherwise. You and the nominated Velocity Frequent Flyer Program points recipient should seek advice from a professional accountant or tax adviser to ensure you understand any possible Taxes related to your participation in the Velocity Frequent Flyer Program.

In addition to the Points required for a Reward, the redemption of Points and the supply of rewards may be subject to Taxes. You or the nominated Velocity Frequent Flyer Program points recipient are responsible for paying all Taxes. Where the amount of Taxes is known to us and directly related to a Reward, it will be displayed on the Velocity Frequent Flyer Program website or made available by contacting the contact centre. This applies to all rewards whether these are provided or sourced by us, Virgin Australia or a partner. However, display of any Taxes will not relieve you or the nominated Velocity Frequent Flyer Program points recipient of responsibility to inform yourself of applicable tax implications related to participation in the Velocity Frequent Flyer Program. This clause survives termination or expiry of these Terms and the suspension or cancellation of your Velocity Business Program membership.

7.2. Subcontracting, assignment and severing invalid terms

We may choose to appoint other parties from time to time to provide services in relation to the operation and management of the Velocity Business Program. Even if we do this, these Terms remain a contract between you and us only. We can also assign, transfer or novate some or all of our rights or obligations under these Terms at any time without needing your consent.

If a provision of these Terms is invalid or unenforceable under law, that provision will be read down as far as possible to give it a valid operation. If that isn't possible, the provision will be removed, and the remaining provisions of these Terms won't be affected, as far as possible.

8. DEFINED TERMS

- (a) **Eligible Flights** has the meaning provided to it in clause 6.1.
- (b) **Eligible Transaction** has the meaning provided to it in clause 3.1.
- (c) **Points** has the meaning provided to it in clause 3.1.
- (d) **Program Benefits** means the business rewards, program benefits and any other business or program benefits that we offer through the Velocity Business Program from time to time.
- (e) **Privacy Statement for Business Flyer and Loyalty** means the joint privacy statement for the VA Business Flyer Program and the Velocity Business Program here: <https://www.virginaustralia.com/au/en/about-us/policies/privacy/>.
- (f) **Reward Seat** means a discounted seat with limited availability, on Virgin Australia and selected Velocity airline partner flights that can only be paid for with Points.
- (g) **Terms** has the meaning provided to it in clause 1.1.
- (h) **Tier Level** has the meanings prescribed on our website <https://virginaustralia.com/businessflyer>.
- (i) **Velocity Business Program** has the meaning provided to it in clause 1.1.
- (j) **Velocity Privacy Documents** means the Velocity Privacy Policy, the Privacy Statement for Business Flyer and Loyalty, and any other relevant privacy statements of Velocity, as published on the official website of Velocity or Virgin Australia from time to time.
- (k) **Velocity Privacy Policy** means the Velocity privacy policy here: <https://www.virginaustralia.com/au/en/about-us/policies/privacy/>.

- (l) **Virgin Australia Privacy Policy** means the Virgin Australia privacy policy here: <https://www.virginaustralia.com/au/en/about-us/policies/privacy/>.