



Symple Qantas Frequent Flyer Terms

Last Updated: 1 June 2021

1. Introduction

1.1 By submitting an *application*, you agree to accept our offer on the terms and conditions set out in these Symple Qantas Frequent Flyer Terms (*Terms*).

1.2 The following defined terms have the corresponding meaning:

application means the online application form to apply for the *Qantas Points offer* in connection with a *personal loan*.

drawn amount means the amount you have initially drawn down under a *personal loan* but does not include any amounts that you may have prepaid that you redraw and does not include any fees that are added to the loan.

existing customer means a person who has a *loan contract* with *Symple* and the outstanding amount under that *loan contract* is not fully paid.

letter of offer means the letter of offer (or similarly described document) setting out certain terms and conditions applicable to your approved *personal loan*.

loan contract means the contract you enter into with *Symple* in relation to an approved *personal loan* including your *letter of offer* and the [Symple Loans Standard Terms and Conditions](#).

new customer means any person who is not an *existing customer*.

personal loan means an unsecured personal loan offered by *Symple* to consumers in Australia.

Symple means Symple Loans Pty Ltd ABN 65 624 150 849.

top-up amount means the amount you have further drawn down under a *personal loan* but does not include the initial *drawn amount* or any amounts that you may have prepaid that you redraw and does not include any fees that are added to the loan.

Qantas means Qantas Airways Limited ABN 16 009 661 901.

Qantas Points means Qantas Frequent Flyer Points that are administered by *Qantas* under the *QFF program*.

Qantas Points offer means an offer of *Qantas Points* by *Symple* in connection with a *personal loan*.

QFF program means the Qantas Frequent Flyer program operated by *Qantas*.

1.3 These *Terms* are effective on and from the date specified on the first page.

2. Eligibility

2.1 You are eligible to participate in the *Qantas Points offer* if:

- (a) you apply for a *personal loan* from *Symple* after the effective date of these *Terms*;
- (b) you are approved by *Symple* for a *personal loan* and draw your *personal loan* down within 60 days of such approval; and
- (c) you provide your *QFF program* membership number to *Symple* within 60 days of drawing down your *personal loan*.

- 2.2 You must provide your *QFF program* membership number to *Symple* via the online application form or other online form provided by *Symple*. You must ensure you provide accurate details to *Symple* so that *Qantas Points* may be credited to you.
- 2.3 If you do not maintain your *QFF program* membership for 60 days from your draw down date, or do not become a *QFF program* member within 60 days of your draw down date, then *Symple* will not be able to credit *Qantas Points* to you.

3. Qantas waiver of joining fee

If you do not have a *QFF program* membership, you can apply for a membership from *Qantas* through the following dedicated weblink available by clicking [here](#). If you apply through that weblink, *Qantas* will waive the \$99.50 joining fee for any person who joins the *QFF program* in connection with the *Qantas Points offer*. If you apply through any other method, *Qantas* will not be able to waive the joining fee or refund any joining fee you may have already paid.

4. Earning and crediting Qantas Points

- 4.1 If you are a *new customer*, you will earn 1 *Qantas Point* for every \$1.00 of the *drawn amount*. For example, if you are approved for a *personal loan* of \$15,000 and you draw down that amount, you will earn 15,000 *Qantas Points*.
- 4.2 If you are an *existing customer*, you will earn 1 *Qantas Point* for every \$1.00 of the *top-up amount*. For example, if you are approved to top-up your existing *personal loan* by \$5,000 and you draw down that amount, you will earn 5,000 *Qantas Points* but you will not be awarded *Qantas Points* for the already *drawn amount* under the existing *personal loan*.
- 4.3 *Symple* will request that *Qantas* credit the *Qantas Points* you have earned under these *Terms* within 30 days of your draw down date. This means that you will generally see *Qantas Points* credited to your account within 30 days of draw down.
- 4.4 If you do not see *Qantas Points* credited to your *QFF program* account within that time period, please contact *Symple* by calling 1300 330 295 or emailing customerservice@sympleloans.com.au. It is important you check your *QFF program* account regularly as you will forfeit any missing *Qantas Points* if you do not contact *Symple* within 6 months of your draw down date.

5. Bonus point offers

Symple may make offers of bonus *Qantas Points* from time to time. Except for clauses 4.1 and 4.2, these *Terms* will apply to such offers in addition to other eligibility criteria and conditions that are so specified by *Symple*. Please ensure you read and understand any such additional eligibility criteria and conditions before accepting the bonus offer.

6. Use, redemption and transfer of points

- 6.1 The use and redemption of *Qantas Points* is governed by the [Qantas Frequent Flyer Terms and Conditions](#). Please contact *Qantas* in relation to the use or redemption of *Qantas Points*.
- 6.2 *Qantas Points* are not transferrable to another person except in accordance with the [Qantas Frequent Flyer Terms and Conditions](#). Please contact *Qantas* if you have any questions relating to transferring your *Qantas Points*.

7. Non-compliance

- 7.1 *Symple* is not obliged to award *Qantas Points* to you under these *Terms* if:
- (a) you do not comply with these *Terms* or the terms of your *loan contract* (including failing to make payments in full and on time);
 - (b) *Symple* reasonably suspects you have applied or will apply for a *personal loan* for an illegitimate or non-genuine purpose (such as repeatedly obtaining and repaying *personal loans* in short succession with no apparent justification); or
 - (c) *Symple* reasonably suspects that your conduct with respect to the *Qantas Points offer* or any other conduct with *Symple* may be fraudulent, illegal or otherwise involve illicit behaviour.
- 7.2 In addition, *Symple* may reject your application for a *personal loan* or rescind an offer for a *personal loan* if any of the above mentioned circumstances exist.
- 7.3 *Symple* may request that you provide proof that you are eligible to receive *Qantas Points* under the *Qantas Points offer* including any offer for bonus *Qantas Points*. For example, if you applied for a *personal loan* on a particular date and you received a personalised bonus points offer via email, you must retain that email and provide a copy of it to *Symple*.

8. Privacy

- 8.1 *Symple* and *Qantas* may collect and use personal information about you in connection with the *Qantas Points offer* and for related purposes, including
- (a) the management, administration and product development relating to the *QFF program* and *personal loans*; and
 - (b) for the promotion and marketing of *Symple* and *Qantas* products and services to you.
- Symple* and *Qantas* will need to disclose and exchange your personal information with each other for these purposes.
- 8.2 You can access a copy of *Symple*'s privacy policy from www.sympleloans.com.au and a copy of *Qantas*' privacy policy from www.qantas.com to find out more about how your personal information will be collected, used and disclosed.
- 8.3 You consent to the above collection, use and disclosure of personal information, by *Symple* and *Qantas*, and authorise them to collect, use and disclose that information between themselves for the above purposes.

9. Variations and withdrawal of the offer

- 9.1 *Symple* may terminate or withdraw the *Qantas Points offer* including any offer for bonus points, at any time and without notice.
- 9.2 If the termination or withdrawal of the *Qantas Points offer* is for a reason that is in the reasonable control of *Symple*, the termination or withdrawal of the *Qantas Points offer* will not become effective:
- (a) if you have received a *letter of offer* on or before the date the *Qantas Points offer* was withdrawn or terminated, the expiry of the acceptance period of the *letter of offer* or 60 days after the date of the *letter of offer* (whichever occurs first);
 - (b) if you have submitted an *application* but have not received a *letter of offer* on or before the date the *Qantas Points offer* was withdrawn or terminated, 60 days after the *application* was submitted; and
 - (c) in any other case, immediately or such later time as *Symple* may determine the termination or withdrawal will become effective.

The insolvency of *Qantas*, the withdrawal of the *QFF program* by *Qantas* or the termination or non-renewal of the agreement between *Symple* and *Qantas* by *Qantas* are all examples of matters that are not within the reasonable control of *Symple*.

- 9.3 *Symple* may vary these *Terms* from time to time in the same way variations are permitted under the [Symple Loans Standard Terms and Conditions](#) or as otherwise permitted by law.

10. General matters

- 10.1 These *Terms* are separate to your *loan contract* and do not form part of the *loan contract* for your *personal loan*. However, to the extent of any inconsistency between these *Terms* and your *loan contract*, your *loan contract* prevails.
- 10.2 There may be some statutes (i.e. laws passed by parliament) or other law (usually called common law) intended to limit our rights. None of those statutes or laws will operate to limit our rights under these *Terms* unless by law those rights cannot be negated. In particular, we do not need to give you any notice before exercising any right, power or remedy under these *Terms* unless required by law. If the law does require notice, we only need to give one day's notice or the shortest notice required by that law.
- 10.3 If any of the provisions of these *Terms* are illegal or become illegal at any time, the affected provisions will cease to have effect, but the balance of these *Terms* will remain in full force and continue to apply.
- 10.4 We may assign, novate or otherwise deal with our rights and obligations under these *Terms* and any document or agreement entered into or provided under or in connection with these *Terms* in any way we wish. We may disclose personal and credit information about you in connection with any such dealing. You must sign anything and do anything we reasonably require to enable any dealing with these *Terms* and any document or agreement entered into or provided under or in connection with these *Terms*. Of course, any dealing with our rights does not change your obligations under these *Terms* in any way. You cannot assign or otherwise deal with your rights or obligations under these *Terms* and any document or agreement entered into or provided under or in connection with these *Terms* without our consent.

- 10.5 Any communications, originating process, court document or other document to be given or served under or in connection with these *Terms* may be given to you in the same way permitted under the [Symple Loans Standard Terms and Conditions](#) or as otherwise permitted by law.
- 10.6 These *Terms* are governed by and interpreted in the same way as your *loan contract*, but if no *loan contract* has been agreed, in accordance with the law for the time being in force in the place of your usual residential address in Australia.