

SmartFLY Application Form

1. Company Details

Company name (as per ASIC registration):

ABN / ACN:

Company Website:

Industry:

SmartFLY Contract Start Date (first day of the following month):

Registered Business Address (as per ASIC registration)

Street Address:

City / Town:

State:

Postcode:

2. Annual Flight Expenditure

Total Domestic & Trans-Tasman Air Travel Expenditure per Year (All Carriers):

North America Air Travel Expenditure per Year (All Carriers):

Europe Air Travel Expenditure per Year (All Carriers):

Asia Air Travel Expenditure per Year (All Carriers):

Middle East Air Travel Expenditure per Year (All Carriers):

Africa Air Travel Expenditure per Year (All Carriers):

3. Key Company Contact

First Name:

Surname:

Position / Title:

Email Address:

Phone:

Fax:

4. Velocity Pilot Gold Benefit

First Nominee

Second Nominee

Salutation:

Salutation

First Name:

First Name:

Surname:

Surname:

Position / Title:

Position / Title:

Email Address:

Email Address:

Velocity Number:

Velocity Number:

SmartFLY Application Form

5. Terms and Conditions

- I confirm I am authorised to enter into this Agreement for and on behalf of the Company
- By submitting this application form to Flight Centre Travel Group Limited, I confirm I have read and agree the SmartFLY terms and conditions and its schedules, including the Accelerate terms and conditions
- I acknowledge that upon becoming a member of SmartFLY I also become a member of Virgin Australia's 'Accelerate' program (if not one already)

Accelerate member no: _____ (if applicable)

Authorised Representative Name:

Position:

Date:

SmartFLY Application Form

SmartFLY terms and conditions

By applying to become a member of SmartFLY, You agree to be subject to and comply with the following terms and conditions.

SmartFLY is only available with Us

SmartFLY is a corporate benefits program offered exclusively by Us as agent for Virgin Australia. Virgin Australia is Our exclusive airline partner for SmartFLY.

How to become a SmartFLY member

You may become a SmartFLY member and remain a SmartFLY member if::

- a. You complete the application form;
- b. You are an ASIC registered Australian company;
- c. You hold an active Australian Business Number;
- d. You are an Accelerate member;
- e. You are not a company that provides travel services or is in the travel industry;
- f. You are not insolvent; and
- g. Your total air travel expenditure is at least AUD20,000 and less than AUD350,000 (GST exclusive).

If We accept Your SmartFLY membership application, You will be allocated a Booking Code and a Rebate Account Code by Virgin Australia in accordance with the below Terms and Conditions.

How You will receive the Benefits

To receive the Benefits as a SmartFLY member:

- a. Your total annual Eligible Expenditure must satisfy the Eligibility Criteria; and
- b. Virgin Australia will give Us Your Booking Code and Rebate Account Code to book and pay for Domestic Air Travel Services (and International Air Travel Services) with an Approved Booking Entity in accordance with the relevant Booking Terms and Conditions.

You will be entitled to receive the Discount and the Additional Benefits in accordance with Schedule 1.

Subject to the above, Your Rebate will be deposited into Your Rebate Account after the end of each 12 month period which commences on the SmartFLY contract start date or the Virgin Australia 'Accelerate' contract start date, whichever occurs first.

Any portion of Your Rebate which has not been booked and flown within 12 months after the date it was deposited will automatically expire and will not be carried over.

You acknowledge that a Rebate Account:

- a. is only available for use on published fares in relation to VA coded air travel services;
- b. constitutes a voucher for GST purposes; and
- c. excludes GST, Ticket Taxes and any other existing or future taxes.

You authorise us to use Your Rebate for VA coded air travel services which You ask Us to purchase on Your behalf.

If We use Your Rebate and You have notified Us in writing in accordance with this Agreement to not use Your Rebate, We will reimburse You accordingly.

An adjustment note will be issued to You on or about the date You receive a Rebate. If You use Your Rebate to book VA coded air travel services, You will receive a tax invoice.

Restrictions on Rebate

To receive the Rebate, Your Eligible Expenditure must meet the Eligibility Criteria in Schedule 1.

You acknowledge that We are not responsible for payment of the rebate under Accelerate. To the extent applicable, You agree to comply with the Accelerate terms and conditions in Schedule 2.

The Rebate is not redeemable for cash.

You may not assign or transfer Your Rebate (including Your Rebate Account)

or any other Benefit to any other person, company or entity.

Domestic Air Travel Services are subject to the conditions of carriage found on Virgin Australia's website. International Air Travel Services are subject to each operating carrier's conditions of carriage. If You change Your confirmed flights, You will incur the relevant change fees per guest as per the fare rules of the ticket type booked. Fare rules can be found on Virgin Australia's website.

We strongly recommend that you take out travel insurance against these risks.

It is the traveller's personal responsibility to ensure that they have valid documentation, including but not limited to a valid passport and visa, which meet the requirements of immigration and other government authorities at every destination. Any fines, penalties, payments or expenditures incurred as a result of such documents not meeting the requirements of those authorities will be the sole responsibility of the traveller.

It should be noted by all travellers that documents issued to a traveller are non-transferable. Such documents may include but are not limited to, airline tickets, hotel vouchers, tour vouchers or any other document used to confirm an arrangement with a Service Provider.

Such documents may also be subject to conditions such as, but not limited to, being non-refundable, non-date-changeable and subject to cancellation or amendment fees.

Use of Your Booking Code

You authorise Us (via our Approved Booking Entities) to use Your Booking Code to book Domestic Air Travel Services or International Air Travel Services on Your behalf in accordance with these SmartFLY terms and conditions.

Use of Your Rebate Account Code

You authorise Us (via our Approved Booking Entities) to use Your Rebate Account Code to book Domestic Air Travel Services or International Air Travel Services

SmartFLY Application Form

on Your behalf using Your Rebate in accordance with these SmartFLY terms and conditions.

Your obligations

By entering into the Agreement, You agree to:

- a. appoint Us as an approved supplier as part of Your travel policy (if any);
- b. actively encourage the use of SmartFLY with your employees, directors and officers;
- c. assist with open communications between Us and Your related bodies corporate; and
- d. receive Our marketing updates and monthly updates.
- e. You will use reasonable endeavours to ensure that:
- f. You instruct Us to use all of Your Rebate; and
- g. all information You give Us or an Approved Booking Entity is accurate for the purposes of this Agreement.

Payment for air travel services

You agree to pay Us for any International Air Travel Services or Domestic Air Travel Services booked with Your Booking Code by paying Us the total amount payable in respect of each booking by way of Your agreed payment method (e.g. credit card).

If You do not pay Us the full amount by Your agreed payment method immediately upon making the booking, or payment is subsequently reversed due to a charge-back which is not a bona fide charge-back or due to the issuing bank otherwise reversing the charge, You must pay Us the relevant amounts within 7 days of receiving an invoice from Us.

If You default in Your payment obligations to Us, We may cease booking Domestic Air Travel Services or International Air Travel Services for You.

You warrant that all information given to Us to form this Agreement is correct, and You undertake to notify Us in writing within 5 business days of any errors in or changes to

the information.

You agree that We do not need to include an 'unsubscribe' facility in any updates we send You.

How we report to You

We will give you an annual performance report outlining the Benefits provided to You and Your Eligible Expenditure after 12 months of trading with SmartFLY.

You acknowledge that We may track Your expenditure and calculate payment of any applicable Benefit.

We may, from time to time and at any time, send You an update of Your Eligible Expenditure.

Ending the Agreement

This Agreement may be ended:

- a. immediately by Us if You breach any material provision of this Agreement;
- b. immediately by either party giving written notice if the other party is insolvent;
- c. immediately by Us giving You written notice if You cease to be an Accelerate member; or
- d. by either party at any time and for the party's convenience by giving the other party 60 days' prior written notice.

If this Agreement is terminated for any reason other than for a party's convenience:

- a. We will be entitled to claim as a debt due and payable any amounts We have paid You under or in connection with the Agreement;
- b. We will not be liable to pay You any amount or provide any Benefit which You would have otherwise been entitled to; and
- c. You agree to release and waive Us from any liability arising under or in connection with the Agreement.

Upon ending the Agreement, You must complete Our client exit checklist within 5 business days of the delivery of the written notice.

Upon ending the Agreement, You will also

forfeit the Additional Benefits under this Agreement. However, You may be eligible for benefits under the Accelerate terms and conditions in Schedule 2.

Privacy

We agree to comply with Privacy Laws in respect of any Personal Information Processed by Us in connection with this Agreement.

By signing this Agreement:

- a. You confirm that You are aware of and have read Our Privacy Documents; and
- b. You consent to Us using Your Personal Information for the purposes of this Agreement and in accordance with Our Privacy Documents, including disclosure by Us of passenger information, flight itinerary and travel status to Virgin Australia.

We will provide the following collection statement to You before making any booking for Domestic Air Travel Services or International Air Travel Services or as soon as practicable after making such a booking:

*"The personal information you provide will be disclosed to Virgin Australia Airlines Pty Limited (**Virgin Australia**) so that Virgin Australia can process and make arrangements for your flight booking and fulfil all of its obligations under the SmartFLY program and Accelerate program. Virgin Australia's Privacy Statement (Flight Bookings) contains details as to how Virgin Australia will handle your personal information. Virgin Australia's Privacy Statements and full Privacy Policy are available at www.virginaustralia.com.au/privacy."*

Tax

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

If a party ('Supplier') makes a taxable supply under or in connection with this Agreement, the recipient of the supply ('Recipient') must pay the Supplier an

SmartFLY Application Form

additional amount equal to the GST payable on that supply at the same time as the GST exclusive consideration is paid.

The Recipient need not make a payment for a taxable supply made under or in connection with this Agreement until the Supplier has given the Recipient a tax invoice for the supply to which the payment relates.

You will be issued with an adjustment note in relation to the Rebate within 28 days of crediting the Rebate Account in accordance with this Agreement. For the avoidance of doubt and notwithstanding any other provision of this Agreement, the adjustment to GST reflected in the adjustment note will not be paid to You in cash. This adjustment to GST is reflected in the amount credited to the Rebate Account.

The Rebate 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 Rebate Account Code.

Amounts credited to or redeemed from Your Rebate 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.

You acknowledge that You will be required to pay any taxes and other airport related charges (including any applicable GST on those taxes and charges) which may be due on receipt or use of the Rebate.

You acknowledge that You are responsible for obtaining Your own independent financial advice to ensure You understand possible tax implications in relation to any tax liability and/or reportable fringe benefits before becoming a member of SmartFLY.

You acknowledge that neither We nor Virgin Australia accept any responsibility for and make no representations about any tax liability as a result of

You participating in SmartFLY or from receiving or using any of the Rebate.

Words or expressions used in this clause which are defined in the A New Tax System (Goods and Services Tax) Act 1999 (Cth) have the same meaning in this clause.

General

Neither party may use the other 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 websites without obtaining the other party's prior written consent.

Neither party may disclose the terms of this Agreement to any person unless required by law to do so or with the other party's prior written consent.

You acknowledge and agree that:

- a. We will occasionally perform maintenance and upgrades to Our websites (including Our Approved Booking Entities);
- b. maintenance and upgrades may cause outages and downtime; and
- c. We may not be able to prevent loss or damage caused by any outages or downtime.

Notices under this Agreement must be provided to the following addresses:

- d. Us:
Flight Centre Travel Group Limited
Attention: Legal services
Level 12, 275 Grey Street
SOUTH BRISBANE QLD 4101
AUSTRALIA
Fax: 61 7 3170 7656
- e. You:
The address or fax number listed in the SmartFLY application form.

We may amend any part of the Agreement by giving You 30 days' written notice.

The laws of Queensland govern the Agreement and the parties submit to the exclusive jurisdiction of the courts of Queensland to resolve any dispute.

Definitions

In the Agreement:

Accelerate means Virgin Australia's benefits program for corporate customers, the terms and conditions for which are outlined in Schedule 2 of this Agreement;

Additional Benefits has the meaning given in Schedule 1;

Agreement means this agreement between You and Us which includes the Contract Documents;

Approved Booking Entity means any of Our divisions as follows:

- a. Corporate Traveller;
- b. FCM Travel Solutions;
- c. Stage and Screen Travel Services; and
- d. Campus Travel,

and any other entities which We notify by any means from time to time;

Benefits means the Rebate, Discount and Additional Benefits offered under this Agreement;

Booking Code means the unique identification number which Virgin Australia will provide to Us which identifies Your booking;

Booking Terms and Conditions means the booking terms and conditions of an Approved Booking Entity which are available on the entity's website;

Contract Documents means in order of precedence:

- a. these terms and conditions;
- b. Schedule 1 – SmartFLY Benefits;
- c. Schedule 2 – Accelerate terms and conditions;
- d. the relevant Booking Terms and Conditions;
- e. the SmartFLY application form; and
- f. any other document which is expressly incorporated by reference into the Agreement.

Discount has the meaning given in Schedule 1;

SmartFLY Application Form

Domestic Air Travel Services means VA coded domestic air travel services within Australia;

Domestic Structural Fares means all fares within Australia offered by Virgin Australia including Getaway T class, excluding group fares and promotional and tactical fares offered from time to time;

Eligibility Criteria has the meaning given in Schedule 1;

Eligible Expenditure means expenditure which meets the Eligibility Criteria;

GST means any form of goods and services, consumption or value added tax;

International Air Travel Services means air travel services sold with the "VA" designator to or from anywhere outside of Australia which are supplied by Virgin Australia, Etihad Airways, Delta Air Lines or Virgin Atlantic

Personal Information has the meaning given to it in the Privacy Act;

Privacy Act means the Privacy Act 1988 (Cth), including the Australian Privacy Principles, as amended from time to time;

Privacy Documents means Our privacy policy and privacy statements, as published on Our websites (including Our Approved Booking Entities) from time to time;

Privacy Laws means the Privacy Act and all other applicable laws, statutes, regulations, registered privacy codes (including an APP Code) that apply to how a party Processes Personal Information;

Process includes collect, record, organise, store, adapt, alter, retrieve, consult, use, disclose, make available, combine, block, erase or destroy;

Rebate means the rebate provided under this Agreement which You will be entitled to if Your Eligible Expenditure satisfies the Eligibility Criteria;

Rebate Account means the account which will be created for You by Virgin Australia into which Your Rebate will be deposited;

Rebate Account Code means the code for Your Rebate Account which Virgin Australia will provide to Us;

SmartFLY means Our benefits program for corporate customers;

Ticket Taxes means any Government and airport related taxes, fees, levies, service

fees, charges and surcharges (including 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;

Virgin Australia means the group of companies comprised by the following:

- a. Virgin Australia Airlines Pty Ltd ABN 36 090 670 965;
- b. Virgin Australia Airlines (NZ) Ltd ABN 26 313 149 900;
- c. Virgin Australia Airlines (SE Asia) Pty Ltd ABN 79 097 892 389;
- d. Virgin Samoa Ltd ABN 90 116 233 517;
- e. Virgin Australia International Airlines Pty Ltd ABN 63 125 580 823;
- f. Virgin Australia Regional Airlines Pty Ltd ABN 76 008 997 662; and
- g. any other Virgin Australia company which provides air travel services as notified to You;

We, Us, or Our means Flight Centre Travel Group Limited of Southpoint, 275 Grey Street, South Brisbane, Queensland 4101 and includes Our wholly owned subsidiary Australian OpCo Pty Ltd; and

You means the registered Australian company which agrees to enter into the Agreement with Us.

Last updated 12 November 2018.

SmartFLY Application Form

Schedule 1 – SmartFLY Benefits

Subject to this Agreement, We will make the following Benefits available to You:

Discount

If You book and pay for Domestic Structural Fares via an Approved Booking Entity, you will receive 5% off the base fare on Domestic Economy Freedom fares, Elevate fares, and T class on Getaway fares. (S and M Class are excluded). 10% off domestic Business Class fares booked in D class. Also receive 5% off the base fare with International economy Freedom fares, 10% off for Premium Economy booked in O class, 10% off for international Business booked in I and D Class. International fares must be operated by VA, or the following partner airlines: DL, EY, VS and must be booked with the VA flight number for the discount to apply. Receive 10% off Trans-Tasman Business in J, C and D class and economy Freedom fares. Receive 5% off Trans-Tasman Elevate fares and Getaway fares booked in T class. Also, receive 5% off Trans-Tasman Business Saver fares booked in I class.

Discount

You will be:

- a. given two Velocity Pilot Gold memberships for two of Your nominated employees who are also members of Virgin Australia's 'Velocity Frequent Flyer' and in accordance with Virgin Australia's Velocity Frequent Flyer terms and conditions; and
- b. offered reduced Virgin Australia lounge membership of \$230 joining fee and \$325 annual fee (GST inclusive) at Virgin Australia domestic airport lounges and in accordance with the Virgin Australia lounge terms and conditions.

Rebate

If You comply with the terms and conditions of this Agreement, Your Flown Expenditure reaches the minimum targets outlined in the below table and Your Eligible Expenditure meet the Eligibility Criteria (below), Your Rebate will be calculated by multiplying the tier of Your total annual Flown Expenditure by the applicable rebate percentage in accordance with the following table:

Tiers	Annual eligible expenditure (AUD)	Total SmartFLY Domestic & Trans-Tasman Rebate	Total SmartFLY International Rebate
Tier 1	\$20,000+	4%	2%
Tier 2	\$50,000+	5%	3%
Tier 3	\$100,000+	5.50%	3.50%
Tier 4	\$150,000+	6%	4%
Tier 5	\$200,000+	6.5%	4.5%
Tier 6	\$250,000+	7%	5%

SmartFLY Application Form

Total annual Flown Expenditure

Your total annual Flown Expenditure determines the benefit tier in the above table.

- a. Flown Expenditure means all Base Fare revenue which is booked and paid for with an Approved Booking Entity attributed to the month or reporting period that You fly on VA coded and operated flights by Virgin Australia, Delta Air Lines, Etihad Airways or Virgin Atlantic but does not include bookings:
- b. made via the Virgin Australia Group conference & group travel area or for unpublished fares;
- c. that are not made with Your Booking Code during the term of this Agreement; or
- d. paid for through Your Rebate Account.

Eligibility Criteria for calculation of Eligible Expenditure

Eligible Expenditure means all Base Fare expenditure which is booked and paid for with an Approved Booking Entity except for bookings:

- a. for Getaway fares in T-class and S & M class promotional fares;
- b. made via the Virgin Australia Group conference & group travel area or for unpublished fares;
- c. that are not made with Your Booking Code during the term of this Agreement; or
- d. paid for through your Rebate Account.

Payment of Rebate on Eligible Expenditure

For the avoidance of doubt, the maximum Rebate percentage that is available to You under this Agreement based on Eligible Expenditure of Domestic Air Travel Services is 7% (i.e. 5% rebate offered under Accelerate for Flown Expenditure and 2% additional rebate offered under SmartFLY for Flown Expenditure on Domestic Air Travel Services).

In this schedule:

Base Fare means Virgin Australia's base fare for Domestic Air Travel Services and International Air Travel Services exclusive of baggage surcharges and any other taxes including Ticket Taxes which are imposed on air travel or any charge on the method of payment;

Eligible Domestic & Trans-Tasman Expenditure means Your Eligible Expenditure on Domestic Air Travel Services for which You will be entitled to receive payment of the Rebate under SmartFLY; and

Eligible International Expenditure means Your Eligible Expenditure on International Air Travel Services for which Virgin Australia will provide to You a rebate amount under Accelerate.