



Ascenda



ASCENDA TERMS AND CONDITIONS

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These terms and conditions (the “**Terms**”) shall apply to your use of the Virgin Money Australia Rewards Hub (the “**Rewards Hub**”) in relation to bookings for any of the following products or services (hereinafter collectively referred to as “**Bookings**”):

- Travel Bookings
- Gift Cards

The Terms consist of the following sections:

- (a) Section 1 – Booking Terms and Conditions (“**Booking Terms**”); and
- (b) Section 2 – Travel Booking Terms and Conditions (“**Travel Terms**”); and
- (c) Section 3 – Gift Card Terms and Conditions (“**Gift Card Terms**”); and
- (d) Section 4 – Points Transfer Terms (“**Transfer Terms**”).

When you read these Terms of Use, “**User**”, “**you**”, “**your**”, or “**yours**” mean an end user of the Rewards Hub and the words “**Ascenda**”, “**we**”, “**our**” and “**us**” collectively refer to Ascenda Australia Pty Ltd (ACN: 639 682 063), a company incorporated in Australia, and Ascenda Loyalty Pte Ltd (UEN: 201412402H), a company incorporated in Singapore, and their successors, assigns, and affiliates.

By making a Booking on the Rewards Hub, you acknowledge that you have read and understood, and agree to be bound by, these Terms with Ascenda. If you do not agree to these Terms, kindly do not make any Bookings. Ascenda may at any time change these Terms and any Bookings shall be conditioned upon acceptance of the updated Terms.

The Terms incorporate and must be read in conjunction with Ascenda’s privacy policy, which may be accessed [here](#)

SECTION 1 – BOOKING TERMS

1 General

- 1.1 By making any Bookings on the Rewards Hub or contacting Ascenda's call centre to facilitate a Booking, you agree that the Terms, including these Booking Terms, shall apply. If you do not agree to the Terms, please do not make any Bookings.
- 1.2 When you make a Booking, you warrant and undertake that:
 - (a) you possess the legal authority to create a binding legal obligation;
 - (b) you will only make legitimate Bookings for you or for another person for whom you are legally authorised to act;
 - (c) you will inform such other persons about these Terms, including all rules and restrictions applicable thereto; and
 - (d) all information supplied by you when making a Booking on the Rewards Hub is true, accurate, current and complete.
- 1.3 If any Bookings or activities made under your account show signs of fraud, abuse, or suspicious activity, Ascenda may cancel any Bookings associated with your name, email address, or account. If you have conducted any fraudulent activity, or are suspected of having engaged in such activity in relation to any Bookings, Ascenda shall have the right to each take any necessary legal action as they may respectively see fit, and you may be liable for Losses to Ascenda.

2 Bookings Directly with Ascenda and Partners

- 2.2 You agree and acknowledge that Bookings are made available to you by Ascenda and are subject to these Terms and any additional terms and conditions displayed during the booking journey. Further, additional terms and conditions of third-party suppliers and Partners may apply to your Bookings.
- 2.3 Additional terms and conditions of Partners may apply to your Bookings, as displayed in the Rewards Hub. Please read these additional terms and conditions carefully. You agree to abide by the terms and conditions of purchase imposed by any Partner with whom you elect to deal, including but not limited to, payment of all amounts when due, and compliance with the Partner's rules and restrictions regarding availability and use of fares, products or services, including the signing of their liability waiver and/or any amendment or cancellation policies or regulations prior to participating in the service and/or activity they offer. You understand that any violation of any such Partner's rules and restrictions may result in cancellation of your Booking(s), in your being denied access to the applicable travel product or services, in your forfeiting any monies paid for such reservation(s), and/or in the debiting or deduction of your Virgin Money points ("**Virgin Money Points**") for any costs incurred (whether by Ascenda, Virgin Money or otherwise) as a result of such violation.

3 Bookings and Customer Contracts

- 3.1 You acknowledge and accept that except as otherwise indicated, all product and/or services offered in relation to Bookings are sold/issued by Ascenda or the relevant Partner as indicated in the specific product listing, description or terms on the Rewards Hub as the merchant on record.

- 3.2 Upon placing a Booking, your Booking will be processed by Ascenda, but shall only be deemed as accepted upon Ascenda's confirmation (which shall be communicated to you via such channels or mediums as Ascenda may determine). Upon submitting your Booking request, you authorise Ascenda to facilitate the fulfilment of your Booking, including making payment arrangements with relevant Partners.
- 3.3 You acknowledge that you shall be responsible for ensuring the accuracy of all Bookings made by you and that each Booking shall be deemed to be irrevocable and non-cancellable (except as may be permitted under the respective cancellation policies of the Booking displayed on the Rewards Hub) upon submission, and Ascenda shall be entitled to process such Booking(s) without any further reference or notice to you.
- 3.4 Upon your Booking being accepted as communicated to you (whether by automated means or otherwise) by Ascenda and/or the relevant Partner, a contract ("**Customer Contract**") is formed between you and Ascenda and/or the Partner (as the case may be) in respect of your relevant Booking. You agree that Ascenda and/or the relevant Partner(s) shall have the right to terminate a Customer Contract with immediate effect in the event that the relevant product and/or service has been mispriced on the Rewards Hub or for any other reason as determined by Ascenda and/or the relevant Partner(s) in their absolute discretion. In the case of a Customer Contract for the sale of products, Ascenda and/or the relevant Partner(s) shall have such right to terminate a Customer Contract whether or not the relevant product has been dispatched or is in transit and whether or not payment has been made.

- 3.5 You agree that Ascenda and/or the relevant Partner(s) shall have the right to terminate a Customer Contract with immediate effect in the event that the relevant product and/or service has been mispriced on the Rewards Hub or for any other reason as determined by Ascenda and/or the relevant Partner(s) in their absolute discretion. In the case of a Customer Contract for the sale of products, Ascenda and/or the relevant Partner(s) shall have such right to terminate a Customer Contract whether or not the relevant product has been dispatched or is in transit and whether or not payment has been made.
- 3.6 You acknowledge and warrant that you have not relied on (a) any term, condition, warranty, undertaking, inducement or representation made by or on behalf of Ascenda, and/or any Partner(s) which has not been stated expressly in a Customer Contract, or (b) upon any descriptions or illustrations or specifications contained in the Rewards Hub, and/or any document including any catalogues or publicity material produced by Virgin Money, Ascenda, and/or any Partner(s). You also acknowledge and agree that to the extent applicable under any laws, the exclusion of warranties, exclusion of liability and exclusion of remedies in these Terms and Customer Contracts allocate risks between the parties and permit Ascenda and/or the relevant Partners to provide their products and/or services at lower fees or prices than they could have otherwise provided, and you agree that such exclusions of liability are reasonable.

4 Rates, Payments and Redemptions

- 4.1 All payments are made to and processed by Ascenda (whether by itself or through a third-party payment processor). You acknowledge that when you make a Booking, you authorise Ascenda to collect payment for the total price displayed from you on behalf of Ascenda and/or other Partner(s), if applicable. Hence, you acknowledge and agree that unless otherwise stated, your credit card, debit card or Virgin Money Points will be charged by Ascenda, and/or the relevant Partner with which your Booking is made (as applicable) for the total price (including without limitation the Booking's rate displayed on the Rewards Hub, plus tax recovery charges, taxes (where applicable), and service fees).
- 4.2 In calculating the amount payable, Ascenda shall have the right to round up a nominal amount (such as 1 cent) for each line item to account for variances in the way Ascenda and the Partners handle currency conversions. The currency rates used for any currency conversions on the Rewards Hub are based on various publicly available sources and should be used as guidelines only. Rates are not verified as accurate, and actual rates may vary.
- 4.3 Booking related data provided on the Rewards Hub may include rounding. Any prices and rates posted are subject to change without prior notice and at our absolute discretion or that of the relevant Partner(s). Ascenda assumes no responsibility for errors (including factual or other inaccuracies or typographical errors) or omissions (if any) present in the Rewards Hub.

5 Prohibited Activities

5.1 The content and information available in relation to the options to make a Booking (including, but not limited to, price and availability of travel services), as well as the infrastructure used to provide such content and information, is proprietary to Ascenda (for example, the software to facilitate Bookings), and/or its respective suppliers and providers. While you may make limited copies of your booking confirmations (and related documents), you agree not to otherwise modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell or re-sell any information, software, products, or services obtained from making a Booking.

5.2 Ascenda retains the right at its sole discretion to report any activity it suspects to be in violation of any applicable law, statute or regulation to the appropriate authorities and to co-operate with such authorities, and in any such event, you agree that no claims shall lie against Ascenda in connection therewith.

6 Disclaimers

6.1 The Rewards Hub will display, publish or make available content that is provided or published by Ascenda and its partners (hereinafter "Partners") in relation to Bookings or the booking journey (including for example, content provided by third party content aggregation services or information providers). You agree and acknowledge that:

- (a) any use by you of any content submitted by any third party or which is made available through the Rewards Hub shall be entirely at your own risk. Ascenda and/or the Partners shall not be liable for any errors or for any actions taken in reliance thereon; and

- (b) Ascenda assumes no responsibility or liability for any Losses arising from or in connection with any content provided by third parties. Any hyperlink to any other website or webpage (including any websites or webpages owned, operated and maintained by third party providers) is for informational purposes only and for your convenience only and is not an endorsement or verification of such website or webpage and should only be accessed at your own risk.

6.2 You agree and acknowledge that the option to make Bookings on the Rewards Hub is provided "as is" and "as available". No warranty of any kind, implied, express or statutory, including but not limited to any warranties of title, non-infringement of third party rights, merchantability, satisfactory quality, fitness for a particular purpose and freedom from computer virus or other malicious, destructive or corrupting code, agent, program or macros, is given by Ascenda in conjunction with any Bookings or any information and materials provided through the booking journey on the Rewards Hub.

6.3 Without prejudice to the generality of the foregoing, Ascenda does not warrant:

- (a) the accuracy, timeliness, correctness, currency, reliability, availability, security, adequacy or completeness of any Booking related information (including, without limitation, pricing, product descriptions, etc.);
- (b) the performance of any Partner and their respective products and/or services (including as to the availability or the timely delivery of goods and/or services provided directly to you by Partners); or
- (c) that the products, services, materials and information in relation to a Booking or the booking journey on the Rewards Hub are appropriate or available for use

You acknowledge and agree that Ascenda does not warrant the security of any information transmitted by or to you when making a Booking and you hereby accept the risk that any information transmitted or received when making a Booking may be accessed by unauthorised third parties and/or disclosed by Ascenda. You will not hold Ascenda, or any of its officers, employees or agents responsible or liable, in contract, tort (including negligence or breach of statutory duty), equity or otherwise, for any such disclosure or for Losses (whether direct or indirect, or whether foreseeable or not) suffered or incurred by you as a result of any such disclosure.

7 Exclusion of Liability and Indemnity

- 7.1 You hereby acknowledge and agree that you will be solely liable and responsible for any activities and Bookings made under, or purported to be made under, your account (including without limitation, where such activities and/or Bookings are unauthorised or erroneous). Hence, Ascenda shall be entitled (but not obliged) to act upon, rely on and/or hold you solely responsible and liable for any instructions issued, and/or activities or Bookings made, under your account, as if the same were made by you.
- 7.2 You agree that you will not hold Ascenda responsible or liable, in any way whatsoever, for any losses, damages, settlement sums, costs (including legal fees and expenses on a solicitor client basis), charges, expenses, actions, proceedings, claims, demands and other liabilities, whether foreseeable or not (collectively, "Losses") suffered or incurred by you or any third party in relation to any unauthorised Bookings under your account.

- 7.3 Notwithstanding anything in these Terms, to the maximum extent permitted by law, Ascenda shall not in any event be liable for any Losses including without limitation, direct, indirect, special, or consequential damage, inconvenience, moral stress, cost and expense or economic loss of any nature (including, without limitation for any act, omission, neglect or wilful default on the part of their respective agents, contractors, correspondents and/or their respective officers and employees), arising from or in connection with:
- (a) any Bookings, or the inability to make a Booking, or any reliance on any content, products, services and/or any information relating to a Booking;
 - (b) any Partner's conduct, performance or non-performance of its obligations to you, or any damage or loss arising from any delays or inability of the Partners to provide you with goods and/or services, or the acts, errors, omissions, representations, warranties, breaches or negligence of any such Partners, or for any personal injuries, death, property damage, or other damages or expenses resulting there from;
 - (c) any system, server or connection failure, error, omission, interruption, delay in transmission, undeliverable messages, problem with your computer (or such other electronic device including but not limited to cellular telephones, smart phones and personal digital assistants), computer virus or other malicious, destructive or corrupting code, agent program or macros;
 - (d) any use of or access to any other website or webpage provided through the booking journey;
 - (e) any services, products, information, data, software or other material obtained or downloaded in relation to a Booking or the booking journey or any reliance on the contents thereof;

- (f) the unauthorised access by third parties to any of your information that is stored by Ascenda and/or provided by you in the course of making a Booking;
- (g) malfunctions and/or errors in the application programming interfaces, computer programmes and/or electronic data interchange interfaces made available to Ascenda by a third party; and/or
- (h) problems caused by any remedial or preventative measure which may be taken by Ascenda in the event of any occurrence of the foregoing.

7.4 In no event shall Ascenda be liable to you, or any other party for:

- (a) any amounts due from any Partner and/or any other third party;
- (b) any Losses suffered by you as a result of any delay in the processing of any Bookings and/or transactions made or requested by you;
- (c) damages arising in connection with a Booking, by you or other third party;
- (d) any indirect, special, economic or consequential damage or Loss under these Terms;
- (e) any dispute (or the responsibility to resolve any dispute) relating to the goods and/or services provided to you by any Partner, and you shall hereby fully release and discharge Ascenda (and its officers, directors, employees and agents) from any and all Losses suffered by you in connection with any act or omission of any Partner or the products and/or services provided by them,

whether or not Ascenda has been informed of such possibilities.

- 7.5 The exclusions herein are several and distinct, and shall take effect to the fullest extent permitted by law. If, notwithstanding the exclusions and/or limitations contained in these Terms or any Customer Contract (as defined above), Ascenda or its respective Partners are found liable for any Loss or damage which arises out of or in any way connected with any of the occurrences described above, then the liability of Ascenda and/or its respective suppliers will in no event exceed, in the aggregate, the greater of (a) the service fees you paid to the Ascenda in connection with such Booking (s), or (b) One-Hundred Australian Dollars (\$100.00).
- 7.6 Ascenda neither endorses nor assumes any responsibility or liability arising in connection with any Bookings, or the products and/or services in respect of which a Booking is carried out. Transfer of risk and property in Bookings, and any matters regarding to delivery, product and/or service warranties (including the conditions and remedies for such warranties), support, refunds, promotions, discounts, cancellations, returns, replacements, exchanges, postponements, booking amendments, and any other ancillary products or services in relation to any Bookings, shall be governed by and subject to these Booking Terms, and such other terms and conditions as may be prescribed by Ascenda and/or the relevant Partner, which may be indicated on the specific listing, the specific booking information and terms, or elsewhere as part of the booking journey.
- 7.7 You shall indemnify and hold harmless and keep Ascenda indemnified in full against all and any claims, actions, proceedings, and Losses of whatsoever nature and howsoever arising which may be brought against or suffered or incurred by Ascenda arising from or which is directly or indirectly related to:

- (a) any Bookings made through the Rewards Hub; or
- (b) any breach or non-observance of any of these Terms by you or by any other person or entity where such person or entity was able to make a Booking using your account.

8 Severing invalid terms

If any provision or part-provision of these Terms is or becomes invalid or unenforceable under any applicable laws, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If that is not possible, the respective provision or part-provision will be removed, and the remaining provisions of these Terms will not be affected.

SECTION 2 – TRAVEL TERMS

1 Travel Bookings

In addition to the Booking Terms, the terms in this section apply to bookings made for hotel stays ("**Travel Bookings**").

2 Consent Requirement

If you are below 18 years old, you must obtain consent from your parent(s) or legal guardian(s), their acceptance of these Terms and their agreement to take responsibility for: (i) your actions; and (ii) your acceptance and compliance with these Terms. If you do not have consent from your parent(s) or legal guardian(s), you must not make any Travel Bookings.

3 Taxes

The tax recovery charges on Travel Bookings are a recovery of the estimated taxes (e.g. sales and use, occupancy, room tax, airport tax, excise tax, value added tax, etc.) that Ascenda pays to the relevant Partner (e.g. a hotel, airline or travel supplier) in connection with your Travel Bookings. The Partners charge Ascenda for such tax amounts. The Partners are responsible for remitting these amounts to the applicable taxing jurisdictions. Taxability and the appropriate tax rate may vary greatly by location. The actual amounts paid by Ascenda to the Partners in connection with taxes may vary from the tax recovery charge, depending upon the rates, taxability, etc. in effect at the time of your actual use of the Travel Booking. In certain jurisdictions, VAT, GST or other similar taxes may be imposed on the booking price or the compensation Ascenda retains for their services. The actual tax amounts on Ascenda's services, if any, may vary depending on the rates in effect at the time of your hotel stay or flight.

4 Travel Destinations

You agree and acknowledge that, in respect of any travel destination displayed or made available on the Rewards Hub:

- (a) you are responsible for ensuring that you meet foreign entry requirements and that your travel documents, such as passports and visas are in order and any other foreign entry requirements are met. Ascenda has no special knowledge regarding foreign entry requirements or travel documents. Ascenda urges customers to review travel prohibitions, warnings, announcements, and advisories issued by the relevant governments prior to booking travel to international destinations;
- (b) you must consult the relevant embassy or consulate for passport and/or visa information. Requirements in relation thereto may change, and you should check for up-to-date information in good time before booking and departure. Ascenda shall not be liable if you are refused entry onto any flight or into any country due to failure on your part to carry the correct passport, visa or other documents required by any airline, authority or country, including countries you may just be transiting through. This includes all stops made by the aircraft even if you do not leave the aircraft or airport; and
- (c) it is your responsibility to ensure that you obtain the recommended inoculations, take all recommended medication, and follow all medical advice in relation to your trip.

Ascenda does not represent or warrant that travel to travel destinations offered on the Rewards Hub, whether by Ascenda or any Partner, is advisable or without risk and Ascenda shall not be liable for any losses that may result from travel to such destinations.

5 Cancellation and Change of Travel Bookings

You agree and acknowledge that the following applies in respect of any cancellations or changes to Travel Bookings made on the Rewards Hub:

- (a) When you cancel or change your prepaid Travel Booking, you will be charged the cancellation or change fee indicated in the rules and restrictions applicable for your Travel Booking. If you do not cancel or change your Travel Booking before the cancellation or amendment policy period applicable to the relevant Travel Booking, which varies by hotel and by airline, prior to your date of departure or date of arrival, whichever is applicable, you will be subject to a charge equal to applicable rates, tax recovery charges and service fees. You agree to pay any cancellation or change fees that you incur. In limited cases, some Partners may not permit changes to, or cancellations of, Travel Bookings after they are made, as indicated in the rules and restrictions of the Travel Booking. You agree to abide by the terms and conditions imposed with respect to your Travel Bookings.
- (b) You may cancel or change your prepaid Travel Booking subject to the administrative fees stated below, which will apply in addition to any charges set out in 5.(a) above:
 - Flight booking: AUD \$50.00 per booking
 - Hotel booking: N/A

6 Expedia

Certain hotel bookings made on the Rewards Hub are facilitated by Expedia Affiliate Network, subject to the [EAN Affiliate Program Agreement](#).

SECTION 3 – GIFT CARD TERMS

1 **Gift Card Bookings**

In addition to the Booking Terms, the terms in this section apply to the purchase of electronic gift cards ("**Gift Card Bookings**").

2 **Specific Terms by Gift Card**

Specific separate terms and conditions are made available to you at the time of requesting a Gift Card Booking. By requesting to redeem your Virgin Money Points for a Gift Card Booking, you acknowledge and accept the terms and conditions outlined therein.

3 **Requesting a Gift Card Booking**

All Gift Card Bookings are final and cannot be reversed, refunded or exchanged for any other payment and redemptions options.

SECTION 4 – TRANSFER TERMS

1 **Points Transfer**

The terms in this section apply to the transfer of Virgin Money Points into other loyalty programs ("Points Transfers"). Active membership in the receiving Partner loyalty program ("Travel Loyalty Program") is required in order to complete a transfer.

2 **Data Sharing**

By requesting a Points Transfer, you are authorising Virgin Money Australia and Ascenda to send certain details to the Travel Loyalty Program you have selected, including your name, your Travel Loyalty Program account number, and the amount of the transfer.

3 **Requesting a Points Transfer**

Transferred Virgin Money Points will be deducted from your rewards balance immediately. Receipt or availability of transferred rewards points will vary by Travel Loyalty Program. Transfers are usually completed within 1-5 days, but may take up to 15 days to be reflected in your Travel Loyalty Program account.

All Points Transfers are final and cannot be reversed or refunded.