

# The David Jones Storecard

CREDIT ACCOUNT AGREEMENT

DAVID  
JONES



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# DAVID JONES CREDIT ACCOUNT AGREEMENT

## 1. Introduction

The credit provider under the David Jones Credit Account Agreement is American Express Australia Limited ABN 92 108 952 085.

This agreement, together with the Key Terms document accompanying this agreement sets out the terms of your David Jones Credit Account and the precontractual information we are required to give you. **You should read these documents carefully and retain them for future reference.** If you have any questions concerning any of the information contained in these documents, please contact us on 1300 36 89 89.

## 2. Meaning of words

In this agreement:

- **account** means your David Jones Credit Account established under clause 3
- **annual percentage rate** means the rate shown on the Key Terms document accompanying this agreement, as varied under this agreement
- **Card** means any Card issued by us to you or to a Supplementary Cardholder for the purpose of accessing credit from your account
- **Cardholder** means you and any Supplementary Cardholder
- **contract documents** means this agreement and the Key Terms document accompanying this agreement
- **credit option** means the standard credit option and any instalment credit options (see clauses 12-15)
- **daily chargeable balance** has the meaning set out in clauses 11 and 13
- **daily percentage rate** means the current annual percentage rate divided by 365 days
- **date of purchase** means the day we charge a purchase to your account
- **David Jones** means David Jones Limited ABN 75 000 074 573

- **purchase** means that portion of the price of purchases or services which is charged to your account
- **statement date** means the last day of a statement period
- **Supplementary Cardholder** means any person you nominate to receive a Card to access credit from your account
- **we, our, us** means American Express Australia Limited ABN 92 108 952 085
- **you** means the applicant for the account.

## 3. Account and Card

When we approve your request for credit, we will open and maintain an account in your name. Issuing an account number constitutes an approval of your application for a David Jones Credit Account. We will issue to you and any Supplementary Cardholder a Card. However, all Cards will remain our property. Once you or any Cardholder first use the account you are bound by the contract documents.

## 4. Supplementary Cardholder

If a Supplementary Cardholder uses the account, you are responsible for that person's use of the account as if you had used it. You authorise us to give a Supplementary Cardholder information about the account for the purpose of his or her use of the account. A Supplementary Cardholder must be at least 16 years old.

## 5. Card validity

A Cardholder may use a Card only if:

- it has been signed by the Cardholder;
- use of the Card has not been cancelled or suspended; and
- it is used strictly in accordance with this agreement.

## 6. Cancellation and suspension of use of Card

We may cancel or suspend the use of a Card at any time, without first giving any Cardholder notice. If we decide to cancel or suspend use of a Card, we will notify you as soon as it is practical to do so. You must return all Cards to us promptly when we ask you to do so or when your account is closed.

If any Card is cancelled or suspended or your account is closed:

- you must continue to make the payments provided for in clause 10; and
- you will continue to be charged interest and must pay any other amounts payable under this agreement until you have repaid the full balance of your account.

## 7. Obtaining credit

You or any Supplementary Cardholder may access your account by using a Card to obtain goods or services at any David Jones store or by such other means as we may notify you. We will charge the price of such goods and services to your account when we or others supply them to you.

## 8. Credit limit

You and any Supplementary Cardholder may access your account to make a purchase only if the amount of the purchase, together with the total balance of the account, does not exceed your credit limit.

We may reduce your credit limit at any time without prior notice but will give you written notice as soon as practicable after making such a decision.

You can ask us to increase the credit limit at any time although we are not required to agree to any such request.

You must not exceed the credit limit unless we have consented in writing or we otherwise authorise the transaction which results in your outstanding balance exceeding the credit limit. By authorising a transaction which results in your outstanding balance exceeding the credit limit, we are not increasing your credit limit. Whether we have authorised the transaction or not, if you exceed your credit limit, you must pay the amount by which the outstanding balance exceeds the credit limit immediately.

Your initial credit limit is stated in the Key Terms document accompanying this agreement.

## 9. Statements of account

We will send you a statement of account once a month. A statement is for the period specified on the

statement (**statement period**). We will send you a statement for a statement period if:

- there is some activity (for example, charges, returns or payments) in the statement period; or
- there is a balance on the account on the statement date.

The statement will provide information on transactions for the statement period. In addition, it will show:

**annual percentage rate:** the annual percentage rate applicable at the end of the statement period.

**opening balance:** the amount you owe at the beginning of the statement period.

**closing balance:** the amount you owe at the end of the statement period.

**minimum payment due:** the minimum amount in respect of a statement period you must pay by the due date.

**due date:** the due date shown on your statement, being 25 days after the statement date.

**credit options:** the credit options chosen for particular purchases and the activity and opening and closing balances for each credit option.

**amount payable to minimise further interest charges:** the sum of the minimum payment due and the amount in addition that you must pay to minimise interest in future statement periods.

**interest charges:** the amount of interest you have incurred for the statement period. We calculate the closing balance of your account by taking the opening balance, adding purchases, interest, fees and any other debits shown on the statement, and deducting payments, returns relating to purchases and any other credits shown on the statement.

## 10. Repayment

For each statement period, by the due date you must pay us an amount not less than the minimum payment due for your account.

The minimum payment due for your account for a statement period is the total of the minimum payments due for each credit option (see clauses 13 to 15).

In any month where your credit limit has been exceeded, the minimum payment will be the amount as calculated above, plus the amount by which your account exceeds the stipulated credit limit.

### **11. Interest charges**

Each month, at the end of the statement date, we debit to your account interest for the statement period. We do not include the interest charge in the daily chargeable balance for the statement date.

The interest charge for a statement period is the total of the interest charges for each credit option. If the closing balance for the account is \$5 or less, we will not impose an interest charge for that statement period.

### **12. Credit options**

From time to time, David Jones may offer Cardholders an instalment credit option or a deferred payment promotion.

Each time a Cardholder makes a purchase, the Cardholder may choose which credit option or promotion, of those available for the purchase, will apply to that purchase. If no choice is made, the standard credit option will apply with no deferred payment period.

When David Jones offers an instalment credit option or deferred payment promotion they will specify by notice in their stores or otherwise:

- the relevant features of the credit option or promotion (for example, the number of months of the deferred payment period); and
- any conditions (such as a deposit requirement or a limit on the items eligible for the credit option or promotion).

### **13. Standard credit options**

This clause 13 and clause 14;

- apply to purchases charged using the standard credit option; and
- describe how we calculate interest charges and the minimum payment for the standard credit option.

When we refer to you “paying” an amount under this credit option, we mean the portion of your payment which is applied to this credit option (see clause 18).

The standard credit option is always available for purchases.

### **Minimum payment**

The minimum payment for this credit option is the greater of:

- \$10; or
- 2.1% of your adjusted closing balance for this credit option, plus any unpaid minimum payments from earlier statement periods.

However, the minimum payment will never exceed your adjusted closing balance.

Your adjusted closing balance is your closing balance less purchases then subject to a deferred payment period – see clause 14.

### **Interest charge**

If you pay at least the adjusted closing balance for this credit option by its due date, we do not charge interest for the statement period. Otherwise, interest is charged on all purchases, fees and charges from the date that they are recorded on your account until they are paid in full.

The interest charged for a statement period is the total of the amounts obtained by applying the daily percentage rate to your daily chargeable balance under this credit option for each day in the statement period. The daily chargeable balance is that portion of the balance of your account that is subject to the credit option at the end of each day other than purchases then under a deferred payment period.

This means that you have an interest-free period on purchases which could be as long as 56 days (being up to 31 days from the date of purchase to the end of the statement period, plus up to 25 days to the due date). This period is extended by any deferred payment period which applies.

### **14. Deferred payment promotions**

From time to time, David Jones may offer a Pay Later or Christmas season deferred payment promotion for purchases.

When they offer a Pay Later promotion, they will specify the number of months of the deferred payment period (for example, a 12 or 18-month period).

A Pay Later deferred payment period begins on the date of purchase. It ends on the corresponding date in the calendar month which is the number of specified months after the date of purchase. If there is no corresponding date in that month, it ends on the last day of the month.

When David Jones offers a Christmas season promotion, they will designate the beginning and ending dates for purchases for this promotion. They will also specify the first month (the payment month) in which a payment will be due for such purchases (for example, February or March following the Christmas season).

A Christmas season deferred payment period begins on the date of purchase and ends on the last statement date before your due date in the payment month.

When you make a purchase using a deferred payment promotion, the purchase is treated for interest charge and minimum payment purposes as a new purchase made on the last day of the deferred payment period.

Accordingly, until the last day of the deferred payment period:

- we do not charge interest on the purchase; and
- the purchase is excluded from the minimum payment calculation.

### **15. Instalment credit options**

From time to time, David Jones may offer an instalment credit option. They will specify the number of months that applies to the option (for example, a 12, 18 or 24-month credit option).

This clause:

- applies to purchases using an instalment credit option; and
- describes how we calculate interest charges and the minimum payment for such a credit option.

#### **Minimum payment**

For each purchase under an instalment credit option, we divide the purchase (less any amounts applied to the purchase prior to the first statement date, for example, any deposit paid) into a number of equal monthly instalments. The number of instalments is equal to the number of months specified for the credit

option. Any amount applied to the purchase prior to the first statement date will be applied as a purchase on the standard credit option on your account. In each of the months specified for the credit option, we add an instalment to your minimum payment.

We include the first instalment in your statement of account for the period which includes the date of purchase.

The minimum payment in relation to a statement period for an instalment credit option is the sum of:

- the monthly instalments for that statement period as described above; and
- any unpaid minimum payments from earlier statement periods.

To calculate the monthly instalment each month, we apply to the purchase a percentage that is rounded up to the third decimal point (e.g. 8.334% for a 12-month credit option). The last monthly instalment is the unpaid balance of the purchase.

#### **Interest charge**

If you pay at least the minimum payment by the due date then you will not be charged interest. Otherwise, interest is charged on the outstanding balance from the beginning of the statement period (or date of purchase in the case of non-payment of the first instalment due) until at least the minimum payment has been made.

### **16. Fees and charges**

You must pay us the fees and charges set out in the contract documents and any other fees and charges we specify by notice to you. We debit fees and charges to your standard credit option (even if they relate to another credit option).

### **17. Commission**

A commission for the introduction of credit business is to be paid by us to David Jones where any David Jones representative may have assisted you, or processed your David Jones Credit Account application. The amount of that commission is up to \$25.

## 18. Payments

### How to make payments

You may make payments by post to the address shown on the monthly statement, in person at any David Jones or other store designated by us or BPAY® using a method of payment acceptable to us. Returns relating to purchases are not regarded as a form of payment.

All payments must be in Australian dollars. We will credit your account with payments from the date we process the payment.

### Fee payable if a cheque is dishonoured

A fee will be charged if any cheque you present to us is dishonoured. We may either debit the fee to your account or require you to pay us the fee upon demand. The amount of that fee is set out in the Key Terms document or as otherwise we specify by notice to you.

### How we apply payments

If you pay an amount greater than or equal to the minimum payment due for the account, we apply that payment as follows:

- first, to pay the minimum payment due for the account, and the corresponding minimum payments for each credit option;
- secondly, to pay the amount payable to minimise further interest charges for the standard credit option; and
- thirdly, to pay remaining balances under the account in such order as we choose.

If you pay less than the minimum payment due for the account, we will apply the payment first to reduce the minimum payment for the standard credit option and secondly to reduce the minimum payment for the remaining credit options.

Whenever we apply a payment to an instalment credit option, we apply it first to interest charges (if any) and then to purchases in the order you made each purchase.

## 19. Changing the terms of your account

We may change any of the terms governing your account without your consent, including the annual

percentage rate, credit fees and charges, how we calculate interest charges, how we calculate your minimum payment and the frequency of payment under this agreement.

However, we may not increase your credit limit unless you ask us to do so or you give your written consent. We will notify you of changes as follows:

- increase in annual percentage rate – in writing or by newspaper advertisement not later than the day on which the change takes effect;
- change in minimum payment calculation – in writing at least 20 days before the change;
- changing or adding a fee or charge – in writing or by newspaper advertisement at least 30 days before the change;
- other changes – in writing at least 30 days before the change.

However, if a change reduces your obligations, or extends the time for payment, we need only notify you before or when we send you your next statement of account after the change.

If we advertise a change, we will confirm it in writing before or when we send you your next statement of account after the change.

## 20. Breach

You are in breach of this agreement if you:

- do not comply with a term of this agreement or any other agreement you have with us;
- give us false information in order to obtain credit; or
- a petition for your bankruptcy is issued.

If you are in breach of this agreement:

- we may require you to pay the full balance of the account immediately (after we have complied with any procedures required by law); and
- enforcement expenses may be payable. You agree that we may debit to your account any enforcement expenses we reasonably incur in exercising our rights under this agreement.

We debit any expenses to your standard credit option (even if they relate to another credit option).

## 21. Loss or theft of Card

If a Card is lost or stolen, notify us immediately on 1300 36 89 89.

You are liable for any charges made to your account, including charges resulting from any unauthorised use of a Card. However, you are not liable for charges resulting from any unauthorised use of a Card after you notify us of the loss or theft.

## 22. Privacy

The collection, use and disclosure of your information by us and David Jones is regulated by the Privacy Act 1988. The American Express and David Jones Joint Privacy Policy sets out policies on the management of your personal information. In particular, it sets out policies dealing with:

- the collection, use and disclosure of your credit information by American Express;
- the collection, use and disclosure of personal information by David Jones and American Express;
- how you can access your personal information;
- how David Jones and American Express deal with a Supplementary Cardholders' personal information; and
- how you can opt-out from American Express' or David Jones' marketing lists.

A full copy of the American Express and David Jones Joint Privacy Policy is provided at the end of this agreement and is available at [www.davidjones.com.au](http://www.davidjones.com.au)

## 23. Complaints

**What you should do.** If you have a complaint or any problem with your monthly statement, please contact us at once and we will do our best to resolve your problem. If you are aware of any unauthorised or fraudulent transaction you must tell us as soon as you discover the transaction.

**Call us on 1300 36 89 89.** If the problem cannot be resolved immediately to your and our satisfaction we will advise you in writing of our procedures for investigation and resolution of the complaint.

**Investigating complaints.** Unless we advise you in writing of any exceptional circumstances, our

investigation of a complaint should be completed within 45 days of receiving details from you. We will advise you of the outcome of the investigation and the reasons for the outcome. If the outcome is that there has been an incorrect debit or credit to the account, we will adjust the account accordingly (including any interest charges) and advise you of the adjustment.

**Our responsibility.** Subject to applicable law and the Electronic Funds Transfer Code of Conduct (which we warrant we will comply with), you agree that if we fail to carry out any of our obligations in connection with your account or your use of the Card and, as a direct result, you suffer loss or costs, we will be liable to you for that loss or cost only but not otherwise.

In particular, we will not be liable for consequential loss or any other loss or damage not directly and naturally resulting from the failure including damages which may flow from special circumstances. In any event, we will not be responsible for losses or costs caused by any third party including (for example only) resulting from mechanical or systems failure affecting such third parties.

## 24. Consumer Credit Code

To the extent that the Consumer Credit Code would make a provision of the contract documents void, illegal or unenforceable, or a provision of the contract documents would breach the Code, the contract documents are to be read as if that provision were varied to the extent necessary to comply with the Code or, if necessary, omitted.

## 25. Governing Law

The contract documents are governed by the laws of New South Wales.

Enclosed is your Credit Account Agreement and your Key Terms documents. Together, these govern the use and operation of your David Jones Credit Account.

# THINGS YOU SHOULD KNOW ABOUT YOUR PROPOSED CREDIT CONTRACT

This statement tells you about some of the rights and obligations of yourself and your credit provider. It does not state the terms and conditions of your contract.

If you have any concerns about your contract, contact your credit provider and, if you still have concerns, your Government Consumer Agency or get legal advice.

## THE CONTRACT

### 1. How can I get details of my proposed credit contract?

Your credit provider must give you a precontractual statement containing certain information about your contract.

The precontractual statement, and this document, must be given to you before:

- your contract is entered into; or
- you make an offer to enter into the contract; whichever happens first.

### 2. How can I get a copy of the final contract?

If the contract document is to be signed by you and returned to your credit provider, you must be given a copy to keep.

Also, the credit provider must give you a copy of the final contract within 14 days after it is made. This rule does not, however, apply if the credit provider has previously given you a copy of the contract document to keep.

If you want another copy of your contract write to your credit provider and ask for one. Your credit provider may charge you a fee. Your credit provider has to give you a copy:

- within 14 days of your written request if the original contract came into existence one year or less before your request; or
- otherwise within 30 days of your written request.

### 3. Can I terminate the contract?

Yes. You can terminate the contract by writing to the credit provider so long as:

- you have not obtained any credit under the contract; or
- a Card or other means of obtaining credit to you by your credit provider has not been used to acquire goods or services for which credit is to be provided under the contract.

However, you will still have to pay any fees or charges incurred before you terminated the contract.

### 4. Can I pay my credit contract out early?

Yes. Pay your credit provider the amount required to pay out your credit contract on the day you wish to end your contract.

### 5. How can I find out the pay out figure?

You can write to your credit provider at any time and ask for a statement of the pay out figure as at any date you specify. You can also ask for details of how the amount is made up.

Your credit provider must give you the statement within 7 days after you give your request to the credit provider. You may be charged a fee for the statement.

### 6. Will I pay less interest if I pay out my contract early?

Yes. The interest you can be charged depends on the actual time money is owing. However, you may have to pay an early termination charge (if your contract permits your credit provider to charge one) and other fees.

### 7. Can my contract be changed by my credit provider?

Yes, but only if your contract says so.

### 8. Will I be told in advance if my credit provider is going to make a change in the contract?

That depends on the type of change. For example:

- you get at least same day notice for a change to an annual percentage rate. That notice may be a written notice to you or a notice published in a newspaper;

- you get 20 days advance written notice for:
  - a change in the way in which interest is calculated; or
  - a change in credit fees and charges; or
  - any other changes by your credit provider;

except where the change reduces what you have to pay or the change happens automatically under the contract.

### **9. Is there anything I can do if I think that my contract is unjust?**

Yes. You should first talk to your credit provider. Discuss the matter and see if you can come to some arrangement.

If that is not successful you could apply to the court. Contact your Government Consumer Agency or get legal advice on how to go about this.

## **INSURANCE**

### **10. Do I have to take out insurance?**

Your credit provider can insist you take out or pay the cost of types of insurance specifically allowed by law.

These are compulsory third party personal injury insurance, mortgage indemnity insurance or insurance over property covered by any mortgage. Otherwise, you can decide if you want to take out insurance or not.

### **11. Will I get details of my insurance cover?**

Yes, if you have taken out insurance over mortgaged property or consumer credit insurance and the premium is financed by your credit provider. In that case the insurer must give you a copy of the policy within 14 days after the insurer has accepted the insurance proposal.

Also, if you acquire an interest in any such insurance policy which is taken out by your credit provider, then, within 14 days of that happening, your credit provider must ensure you have written notice of the particulars of that insurance.

You can always ask the insurer for details of your insurance contract. If you ask in writing your insurer must give you a statement containing all the provisions of the contract.

### **12. If the insurer does not accept my proposal, will I be told?**

Yes, if the insurance was to be financed by the credit contract. The insurer will inform you if the proposal is rejected.

### **13. In that case, what happens to the premiums?**

Your credit provider must give you a refund or credit unless the insurance is to be arranged with another insurer.

## **GENERAL**

### **14. What do I do if I cannot make a repayment?**

Get in touch with your credit provider immediately. Discuss the matter and see if you can come to some arrangement.

You can ask your credit provider to change your contract in a number of ways, for example:

- to extend the term of the contract and either reduce the amount of each payment accordingly or defer payments for a specified period; or
- to simply defer payment for a specified period.

### **15. What if my credit provider and I cannot agree on a suitable arrangement?**

If you have been unemployed, sick or there is another good reason why you are having problems with your contract, then your contract may be able to be changed to meet your situation.

You may be able to apply to the court. Contact your Government Consumer Agency or get legal advice on how to go about this.

There are other people, such as financial counsellors, who may be able to help.

### **16. Can my credit provider take action against me?**

Yes, if you are in default under your contract, but the law says that you cannot be unduly harassed or threatened for repayments.

If you think you are being harassed or threatened, contact your Government Consumer Agency or the Australian Competition and Consumer Commission, or get legal advice.

17. Do I have any other rights and obligations?  
Yes. The law will give you other rights and obligations.  
You should also **READ YOUR CONTRACT** carefully.

**IF YOU HAVE ANY DOUBTS, OR WANT MORE INFORMATION, CONTACT YOUR GOVERNMENT CONSUMER AGENCY OR GET LEGAL ADVICE. PLEASE KEEP THIS INFORMATION STATEMENT. YOU MAY WANT SOME INFORMATION FROM IT AT A LATER DATE.**

## AMERICAN EXPRESS AND DAVID JONES JOINT PRIVACY POLICY

American Express provides credit to approved applicants for David Jones Storecard, Instant Credit and Credit Reserve accounts under an arrangement with David Jones. This privacy notice is provided by David Jones and American Express.

**By completing an application for credit you acknowledge, agree and consent to the matters set out in this notice.**

**Please note:** If you do not provide the information requested in the application or do not agree to the matters set out in this notice, we will be unable to provide certain benefits associated with the credit account and American Express may decline your application. Our collection, use and disclosure of information is subject to the Privacy Act 1988.

In this notice, **David Jones** means David Jones Limited ABN 75 000 074 573 and its related companies.

**American Express** means American Express Australia Limited ABN 92 108 952 085. The words we and us are used when personal information may be collected, used and disclosed for the same purposes by David Jones and American Express.

### **Collection, use and disclosure of credit information by American Express**

American Express may obtain credit reports about you from a credit reporting agency to assess your application, to collect overdue payments from you, or for any other use in connection with your credit account as permitted under the Privacy Act 1988, and obtain personal information about you from a business which provides credit worthiness information.

American Express may disclose information about you to credit reporting agencies before, during or after credit is provided to you. This includes:

- the fact that you have applied for a Card and the credit limit, and that American Express is a credit provider to you;
- advice about Card payments that are at least 60 days overdue and in collection (and advice that payments are no longer overdue);
- advice that cheque(s) drawn by you, or Direct Debit requests to your financial institution account which you have authorised American Express to make, which are more than \$100 have been dishonoured more than once;
- American Express' opinion that you do not intend to meet your credit obligations or that you have committed some other serious credit infringement; and
- that credit provided to you has been paid or otherwise discharged.

American Express may exchange information about you with credit providers named in your application or in a credit report issued by a credit reporting agency. Among other things, this is to:

- assess your credit worthiness as to this and future applications by you for credit;
- notify other credit providers of a default by you;
- exchange information about your credit account when you are in default with other credit providers;
- complete any approval process as to any transactions you wish to make on your credit account; and
- administer your account.

### **Collection, use and disclosure of personal information by David Jones and American Express**

We collect personal information about you in a number of ways, including from:

- you, including in your credit application and when you use your credit account (e.g. when you make a purchase using your credit account) or one of our websites;
- people named in your credit application (e.g. your employer);

- service providers which service your credit account or provide services to us (e.g. marketing agencies, mail houses and collection agents); and
- each other.

Your personal information is collected, used and disclosed for purposes that include:

- assessing your application and administering and managing your credit account;
- providing you with special offers or benefits and marketing our products and services;
- assessing applications for any consumer credit insurance we may offer, and establishing and administering the policies;
- planning, product development and research;
- modelling and assessing risks and preventing or investigating fraud and other crime; and
- complying with legislative and regulatory requirements, including for identity verification purposes.

American Express may also monitor and record your telephone conversations with us for staff training and service quality control purposes.

For the purposes set out in this notice, we may share your personal information with each other and with:

- persons (e.g. Supplementary Cardholders) you authorise to use or access your credit account;
- persons named in your application (e.g. to confirm employment and income details);
- service providers who provide services related to your credit account (e.g. card manufacturers, collection agents and mail houses); and
- other organisations, including government and regulatory bodies, as required or authorised by law.

In addition to the disclosures referred to above, American Express may also share your personal information with:

- David Jones in relation to its role as service provider to American Express and to allow David Jones to manage the contractual relationships between us;
- its related companies for the purposes set out in this notice; and
- the provider of any payment service you use to make payments to American Express.

American Express may transfer your personal information to the United States or other countries for data processing and servicing.

### **How we store your personal information**

We store personal information in a combination of secure computer storage facilities and paper based files and other records. We have taken a number of steps to protect the personal information we hold from misuse, loss and unauthorised access, modification or disclosure. We use generally accepted technology and security so that we are satisfied that your information is transmitted safely to us through the internet or other electronic means. We will take reasonable steps to securely destroy or permanently de-identify personal information when we no longer need it.

### **Further Information**

For more information about our privacy policies, to arrange access to your personal information, to advise us if you think your personal information is inaccurate, incomplete or out of date or to enquire generally about privacy matters, contact:

#### **David Jones**

The Corporate Privacy Office  
David Jones Limited  
GPO Box 503  
Sydney NSW 2001

Phone: 1800 720 025

Fax: 02 9006 1862

Email: [privacy@davidjones.com.au](mailto:privacy@davidjones.com.au)

#### **American Express**

The Privacy Officer  
American Express Australia Limited  
GPO Box 1582  
Sydney NSW 2001

Phone: 1300 132 639

### **Information about Supplementary Cardholders and other persons**

If you nominate a Supplementary Cardholder or provide personal information about someone else to us, you must make sure that the individual has seen, understood and agreed to their personal information being collected, used and disclosed in accordance with this notice.

### **Your invitation (or your opt-out)**

You invite us, our agents and our preferred alliance organisations (including insurance companies) to use your personal information to inform you of and offer products or services from American Express or a related company, David Jones, or any third party providing products marketed jointly with either of us. We may contact you by phone, mail or electronically to do this. If you wish to withdraw this invitation and remove your name from the American Express or the David Jones marketing lists, call us on 1300 36 89 89.