

Diners Club Rewards, Diners Club International in the UK and Ireland Terms and Conditions

1. Eligibility

In these Terms and Conditions Diners Club (“We”) operate the Club Rewards programme (“Club Rewards”) for selected Diners Club Cardholders (“You”).

2. Participation

2.1 Unless otherwise specified, all Diners Club International cardholders are eligible to participate in the Club Rewards programme from Diners Club.

2.2 You will automatically be enrolled in Club Rewards when you open a Diners Club Personal Card Account. By redeeming Club Rewards points for a Reward, You automatically accept these terms and conditions.

2.3 Club Rewards points earned on all Diners Club Accounts will remain valid for 60 months from the date they first appear on Your statement. On expiry of this period Club Rewards points will no longer be redeemable and will be deducted from your points balance.

2.4 Rewards orders are only available to UK cardholders and will only be delivered at an address in the UK and Europe. P.O. Boxes addresses are not accepted for delivery.

3. Accumulation of Reward Points

3.1 Club Rewards points accrue at the rate of 1 Club Rewards point for each £5.00 of “Qualifying expenditure” as defined below, charged and billed to your monthly statement less any refunds shown on that statement. At Our discretion, We determine the rate of accrual for selected Eligible Transactions.

3.2 “Qualifying expenditure” includes charges for the purchase of goods and services, but excludes the following:

- all types of cash transaction, including ATM’s, over the counter cash, foreign currency and travellers cheques,
- enrolment and subscription fees,
- balance transfers,
- all service and other charges.

3.3 Adjustments will be made to Your Club Rewards points balance if there are any credits (not including payments) posted to Your Account including those arising from returned goods or services or from billing disputes.

3.4 If a refund is credited to Your Account the appropriate number of points will be deducted from your balance.

3.5 Except where these Terms and Conditions or a Reward expressly permits, Club Rewards points have no monetary value, are not transferable and cannot be redeemed for cash.

3.6 A periodic Club Rewards points balance will appear on Your statement unless You are in breach under Your Account Terms and Conditions or Your Account is suspended, cancelled, or terminated.

3.7 Disputes for missing Rewards points for Eligible Transactions will only be accepted up to six months after the date of the relevant Transaction. Documentary evidence may be required.

3.8 We may at Our absolute discretion choose to limit the maximum number of Rewards points that may be awarded to each Cardholder in any period of 12 months beginning from the day Your Account annual fee (even if waived) is chargeable.

4. Duration and Loss of Rewards Points

4.1 Upon cancellation of Your Account, You will cease to participate in the Club Rewards programme and will no longer be able to redeem Club Rewards points. Club Rewards points cannot be transferred or assigned to another person or Account for any reason including death.

4.2 We reserve the right to suspend or exclude You from participation or continuing in the Club Rewards programme if:

- (a) in Our opinion You or a Supplementary Cardholder has in any way breached these Terms and Conditions or the Account terms and conditions
- (b) no transactions have been conducted on Your Account; or
- (c) Your Account is suspended, cancelled or terminated.

4.3 We may at Our discretion cancel all Club Rewards points that have accrued to You if Your right to participate in the Rewards Programme is suspended or excluded.

5. Rewards Redemption

5.1 We may, at any time, and without notice alter the number of Club Rewards points required to redeem a Reward and may impose additional restrictions on a Reward or conditions for obtaining it.

5.2 We are not liable to You if a voucher or service becomes unavailable.

5.3 We reserve the right to vary Rewards items or vouchers from time to time.

5.4 You may redeem a Reward in accordance with the Rewards order form.

5.5 Club Rewards can only be redeemed by the principal cardholder.

5.6 Once a Reward has been redeemed, the Rewards order request cannot be reversed.

5.7 For the exchange of Club Rewards points to airline/hotel member programmes, You are required to quote the member number of the Frequent Flyer / Mileage or Frequent Stayer scheme in which You are enrolled. Exchanges of points into these schemes will take up to 8 weeks from receipt of the order at Diners Club. However, the majority should be transferred within 4 weeks.

5.8 All Rewards items will be dispatched to Your primary contact address, unless otherwise specified at the time of the order. Normally please allow 14 days for processing and delivery of all Rewards items and Rewards vouchers. Rewards items and Rewards vouchers require a daytime delivery address where a person will be present to sign for the delivery if required.

We are unable to confirm a delivery time or day of week for any Rewards.

5.9 Should a Reward arrive damaged or faulty, please notify Diners Club International customer services, within 7 business days of receipt, by calling 0845 862 2935.

5.10 If Your Reward has not arrived after 14 business days, please notify Diners Club International customer services within 30 business days by calling 0845 862 2935.

5.11 Rewards items and Rewards vouchers remain valid in accordance with the date and conditions specified by the supplier of the Reward item or Rewards voucher.

5.12 Rewards items and Rewards vouchers cannot be replaced if lost, stolen or destroyed.

Any Reward items and rewards voucher may be judged void if it does not pass validation or if reported stolen, illegible, mutilated, altered, misprinted, incomplete, or if the Rewards items and Rewards voucher is defective in any manner. The voucher provider may have conditions per individual voucher. Diners Club takes no responsibility to these conditions per the voucher provider.

6. Additional Conditions for Airline/Hotel Member Programmes

6.1 In order to convert your Club Rewards points into miles or hotel points you need to be a member of the airline's Frequent Flyer Programme or the hotel's Frequent Stayer Programme. We assume no responsibility for any loss of whatever nature resulting from the redemption of either Frequent Flyer / Mileage or Frequent Stayer schemes.

6.2 Terms and Conditions of the Airline/Hotel Member Programmes apply when redeeming your free flights or hotel services.

6.3 American Airlines and AAdvantage are marks of American Airlines, Inc. American Airlines reserves the right to change the AAdvantage program at any time without notice. American Airlines is not responsible for products or services offered by other participating companies. American Airlines, including its AAdvantage program, is not a financial service provider.

6.4 The complimentary Diners Club Travellercare Insurance is not valid on the free flights booked using Frequent Flyer miles.

7. Disclaimer

7.1 We do not accept any liability relating to information provided by third parties. All descriptions of Rewards in promotional material are based on information provided by third party suppliers.

7.2 The rights, which You may have in connection with a Reward, are solely against the third party suppliers of the Reward. We do not accept liability whatsoever (including negligence) with respect to:

a) Reward supplier;

b) Any death or injury or consequential loss or damage arising from the supply of a Reward

c) The loss, theft or destruction of a Reward, Rewards item or Rewards voucher; or

d) Any supplier's refusal to accept a Rewards item or Rewards voucher.

8. General

8.1 We may at any time at Our discretion suspend or terminate Our Club Rewards programme by giving reasonable notice to You. At the end of the notice period all Club Rewards points will be null and void. No Club Rewards point's entitlements will accrue in respect of any use of a Card made after termination of Our Club Rewards programme or during any period of suspension of Our Club Rewards programme.

8.2 You consent to Us or one of Our agents seeking, collecting, using or supplying any Third

party with such personal and other information as is required in connection with the Club Rewards programme.

8.3 We reserve the right to engage third party service providers in administering the Club Rewards programme.

8.4 Diners Club failure to enforce a particular term or condition does not constitute a waiver of that term or condition by Diners Club.

9. Governing Law

These Terms and Conditions are governed by the Laws of England and Wales.

Use of Information

Information about Accounts may be transferred confidentially within Diners Club International, Diners Club Europe, Affiniture Cards LTD, Affiniture Investments LTD, Account Processing and Servicing Solutions and their affiliates. This may require Diners Club to export your data to the USA and other countries (where necessary) which are outside the EEA and do not maintain the same Data Protection laws as EEA countries.

Diners Club value your privacy and have a policy to hold in confidence information about You and Your Account. We may also disclose such details to organisations within Our Group or other third parties where it is reasonably necessary to do so for processing Your dealings with them or Us or to enable them to provide services to You.

Definitions

In these Terms and Conditions:

Commencing **3rd September 2012**, these Terms and Conditions supersede the previous Club Rewards programme Terms and Conditions.

'Account' means an account maintained by Diners Club for You.

'Card' means any "Diners Club International" card issued to You or any Supplementary Cardholder by Diners Club.

'Diners Club', 'We', 'Us' or 'Our' means Diners Club International Limited and its successors and assigns and includes any person acting on their behalf.

'EEA' means the European Economic Area

'Eligible Transaction' means any credit purchase, which is made by the use of a Card, and billed to your monthly statement less refunds shown on that statement; or any other means authorised by Us, excluding (but not limited to):

- all types of cash transaction, including ATM's, over the counter cash, foreign currency and travellers' cheques;
- enrolment and subscription fees;
- balance transfers;
- all service charges.

'Rewards' means the items, vouchers, or services described in the current promotional material or otherwise offered by the Club Rewards programme from time to time and includes as applicable Rewards vouchers.

'Rewards Points' means as part of the Club Rewards programme from Diners Club you are eligible to earn 1 Rewards point for each £5.00 spent.

'Rewards Programme' means the Club Rewards programme from Diners Club offered by Us as described in these Terms and Conditions and in promotional material as amended from time to time.

'Supplementary Cardholder' means any person You requested Diners Club to issue a Card so that they can use your account.

'Travellercare Insurance' means the Travellercare Insurance as described in the Travellercare Insurance terms and conditions and in promotional material as amended from time to time.

'You' and 'Your' means the person who is identified on the Card issued by Diners Club.

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