



## Terms and Conditions of the American Express® Membership Rewards® Program

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### 1. Definitions

- 1.1. “BDO” means BDO Unibank, Inc.
- 1.2. There are two Program Option categories in the American Express Membership Rewards® Program (“Program”):
  - a. “Frequent Traveler Option (FTO)” permits the conversion of Membership Rewards® Points into any one or more participating airline’s or hotel’s frequent or preferred customer programs and such other rewards that may be added from time to time. The participating airlines and hotels are known as “Transfer Partners”.
  - b. “Non-Frequent Traveler Option (NFTO)” involves all other regular rewards provided by the Program and such other rewards that may be added from time to time.
- 1.3. “American Express Card” (“Card”) is any American Express Card (Platinum Card®, American Express® Gold Card, American Express® Green Card, American Express® Platinum Credit Card, American Express® Explorer™ Credit Card, Blue from American Express®, American Express® Gold Corporate Card or American Express® Corporate Card) issued by BDO.
- 1.4. “Card Account” means the account that relates to such Card.
- 1.5. “Basic Cardmember” means the person in whose name a Card Account is opened.
- 1.6. “Cardmember(s)”, unless otherwise specified means the holder(s) of American Express Card(s) issued by BDO.
- 1.7. “Main Agreement” means the agreement between BDO and the Cardmember, the terms of which are contained in the Terms and Conditions governing the issuance and use of American Express Cards.
- 1.8. “Points” means Membership Rewards® Points.
- 1.9. “Program” means the American Express Membership Rewards® Program Account opened for a Cardmember.
- 1.10. “Program Enrollment Date” is the day on which the Basic Cardmember is enrolled in the program for FTO and will remain the same in the event of a transfer from one category to the other.
- 1.11. “Enrollment Year” is defined as any twelve-month period commencing on the Program Enrollment Date.

Terms defined in the Main Agreement shall bear the same meaning when used in these Terms and Conditions unless the context requires otherwise.

### 2. Eligibility & Points Accumulation

- 2.1. A Cardmember who holds an American Express Basic Card issued by BDO can participate in the Program.
- 2.2. Platinum Card and American Express Platinum Credit Cardmembers are automatically enrolled to earn Points and participate into the Program—FTO and NFTO.
- 2.3. American Express Explorer Credit Cardmembers are automatically enrolled to earn Points and participate into the Program—FTO but is not eligible to participate into the Program—NFTO.
- 2.4. American Express Gold Card, American Express Green Card, and Blue from American Express Cardmembers are automatically enrolled to earn Points and participate into the Program—NFTO. They can also participate in the Program—FTO, subject to enrollment.
- 2.5. A Cardmember who holds an American Express Gold Corporate Card or American Express Corporate Card is required to enroll in the Program to earn Points and participate in the Program—NFTO and FTO, subject to the approval of the Corporate Cardmember’s company and BDO.

### 3. Participating in the Program

- 3.1. A Cardmember who is enrolled in the Program—NFTO can only redeem rewards under the Program—NFTO category.
- 3.2. A Cardmember can enroll into the Program—FTO at the time of application of the Card or any day thereafter by calling the American Express Customer Service/BDO Customer Contact Center\*, as long as the Card Account is active and in good credit standing at the time of enrollment and upon agreement to being billed the FTO Annual Fee.
- 3.3. Platinum Card, American Express Platinum Credit Card, and American Express Explorer Credit Cardmembers are automatically enrolled into the Program—FTO category at the point of approval of the Card.
- 3.4. American Express Gold Card, American Express Green Card, Blue from American Express,

American Express Gold Corporate Card and American Express Corporate Cardmembers have the option to enroll into the Program—FTO.

- \* (02) 8840-7800 for Platinum Card;
- (02) 8631-8000 for American Express Platinum Credit Card, American Express Gold Card, American Express Green Card, American Express Explorer Credit Card, and Blue from American Express;
- (02) 8840-7400 for American Express Corporate Cards

#### 4. Fees

- 4.1. There are no fees charged for participating in the Program—NFTO category, except for American Express Gold Corporate and American Express Corporate Cardmembers. The enrollment of the Corporate Cardmembers in the Programs, FTO and NFTO, is subject to the approval of its company and BDO. BDO reserves the right, by giving the Cardmember prior written notice, to impose fees to process certain transactions related to the maintenance of a Cardmember’s Program. Below is the table that shows the Annual Fees:

Card Types	Membership Rewards Enrollment Fee
Platinum Card American Express Platinum Credit Card American Express Gold Card American Express Green Card Blue from American Express	N/A
American Express Gold Corporate Card	PHP2,500 (for PHP currency card/ USD50 (for USD currency card)
American Express Corporate Card	PHP2,500 (for PHP currency card/ USD50 (for USD currency card)

- 4.2. An annual fee is charged for enrollment and participation in the Program—FTO category (“Frequent Traveler Option Annual Fee”). BDO reserves the right, by giving the Cardmember prior written notice, to revise the fee from time to time. The Program—FTO Annual Fee will be charged automatically to the Cardmember’s Card Account each year on the Program Enrollment date and is not refundable. If a Cardmember does not pay the Fee by the payment due date of the statement on which the fee is billed, the enrollment may be cancelled by BDO without prior notice. Below is the table that shows the Frequent Traveler Option Annual Fees:

Card Types	Frequent Traveler Option Annual Fees
Platinum Card American Express Platinum Credit Card American Express Explorer Credit Card	Complimentary
American Express Gold Card American Express Green Card	USD20
Blue from American Express	PHP800

- 4.3. The Frequent Traveler Option Annual Fee is waived each year for the Platinum Card, American Express Platinum Credit Card, and American Express Explorer Credit Cardmembers.

#### 5. Points Earned in the Program

- 5.1. Every American Express Cardmember enrolled in the Program will earn one Point in the Program Account.

Card Types	Spend to Earn 1 Point
Platinum Card American Express Gold Card American Express Green Card	USD1
American Express Gold Corporate Card (USD Currency) American Corporate Card (USD Currency)	USD1
American Express Platinum Credit Card	PHP45/USD1 (enrolled to the Dollar currency feature)

Blue from American Express	PHP45
American Express Explorer Credit Card	PHP40
American Express Gold Corporate Card (PHP Currency) American Express Corporate Card (PHP Currency)	PHP45

To illustrate, please see the following examples of calculation of Points:

- a. Points are calculated on the basis of each eligible charge rather than the sum of charges billed in the Monthly Billing Statement (“Statement”).
  - b. A Charge that results in a point calculation will be rounded down.
  - c. For American Express Charge Cards (Platinum Card, American Express Gold Card and American Express Green Card), non-US Dollar Charges earn Points based on the equivalent US Dollar amount billed and reflected on the Monthly Billing Statement.
  - d. For American Express Credit Cards (American Express Platinum Credit Card\*, American Express Explorer Credit Card, and Blue from American Express), foreign currency charges earn Points based on the equivalent Philippine Peso amount billed in the Statement.
- \* American Express Platinum Credit Cardmembers with Dual Currency feature will earn 1 Membership Rewards® Point for every USD1 charged to his/her Card.*
- 5.2. The following Charges are eligible for earning Points:
    - a. Goods and Services Charges – retail transactions, mail order/telephone order transactions, BUY NOW, PAY LATER/installment transactions and service merchant transactions (gas stations, drugstores and supermarkets).
    - b. Annual Card Fee (applicable to Platinum Card, American Express Gold Card and American Express Green Cardmembers only)
  - 5.3. The basis for the computation of earned Membership Rewards® Points on installment transactions shall be the monthly amortization already posted into the Card Account. Outstanding installment transactions not yet posted into the Card Account are therefore not considered as having earned Membership Rewards® Points.
  - 5.4. For Purchase and Balance Convert transactions, the Membership Rewards® Points earned from its initial straight transaction/s shall be deducted from the Cardmember’s Membership Rewards® Points balance. Said deducted Membership Rewards® Points can be earned back through its corresponding monthly amortizations.
  - 5.5. The following charges are not eligible for accruing Points:
    - a. Express Cash and other Services – Express Cash, American Express Travelers Check purchases, Emergency Check Cashing, any kind of Express Cash
    - b. Marketing Promotion – Rewards Express Claim, acquisition/activation cash credit, item delivery charge, online shopping rebate, and promotion Item Cost
    - c. Balance and Cash Installment – Balance Transfer, Cash-It-Easy and Insurance Installment
    - d. Auto Charge and Charge on Demand Bills Payment transactions
    - e. Casino, Betting or Gambling transactions
    - f. Cryptocurrency
    - g. Remittance or money transfer
    - h. Cash in or wallet top up/eWallet loading
    - i. Fees and Charges – finance charges, late payment charges, interest charges and collection charges, cash advance, cash advance fees, card replacement fees, sales slip retrieval fees, annual and monthly membership fees (except for Platinum Card, American Express Gold Card, and American Express Green Card), purchase of traveler’s check, returned check fee, Installment Processing Fee, Installment Availment Fee, refund installment pre-payment fee, refund fee, check cancel replacement fee, and all other fees and charges similar or analogous to the foregoing enumeration as determined by BDO
  - 5.6. BDO may, from time to time, add to the above list of transactions that will or will not earn Points and will be announced through any of the following channels; Statement of Account, email, SMS blast or website posting. BDO’s decision as to what transactions are included for the purpose of earning Points shall be final and conclusive.
  - 5.7. Points earned by Supplementary Cards will accrue automatically to the Basic Card Account upon which the Supplementary Cards are issued.
  - 5.8. Points earned in any Program Account do not constitute property of the Cardmember and are not transferable by operation of law or otherwise to any other person or entity and, save as this is expressly provided otherwise, by these Terms and Conditions, cannot be transferred to or combined with any other Program.
  - 5.9. Points earned can only be redeemed in the Philippines into Membership Rewards® offered in the Philippines and are not transferable to any other Membership Rewards® program. Cross market redemption is strictly prohibited.

- 5.10. Every American Express Card Account will earn points separately. Points earned on separate Card Accounts, all are in the same Basic Cardmember's name, may not be consolidated for the purpose of redemption. On a case to case basis, BDO may permit consolidation of Points with other Basic Card Account (same currency), subject always to conditions as BDO may impose in its sole discretion.
- 5.11. Adjustments will be made to the Points in the Cardmember's Program Account if there are any credit(s), including those arising from returned goods or services or from billing disputes, or debit(s) erroneously posted to a Cardmember's Account. Points earned on the Program Account have no cash or monetary value.

## **6. Expiry of Points**

- 6.1. There is no expiry date for Points earned by a Cardmember while participating in the Program as long as the Basic Cardmember's Card Account is kept in good standing. However, BDO reserves the right to institute an expiry date for Points whether Points have already been earned or earned thereafter.
- 6.2. If any Card Account is not in good standing, the Points earned in the Program Account may be forfeited. The Program Account may also be cancelled or Points earned may be forfeited due to the Cardmember's failure to adhere to the Terms and Conditions governing the Card Account.
- 6.3. If a Cardmember who has more than one Basic Card Account voluntarily cancels any such Card Account, the Cardmember shall not be entitled to transfer unused Points to another American Express Basic Card Account. On a case by case basis, BDO may permit the transfer of unused Points to another Basic Card Account in the Cardmember's name, subject always to such conditions as BDO may impose in its sole discretion, including (without limitation) adjustment to the number of points to reflect differences between the programs concerned.
- 6.4. Subject to these Terms and Conditions, if a Cardmember voluntarily cancels his/her Card, the unused Points in the Program Account may be redeemed up to 60 days from the date of voluntary cancellation. Only rewards items under the Program—NFTO category can be redeemed. Conversion of points to air miles and/or hotel loyalty points is not allowed.
- 6.5. Subject to these Terms and Conditions, if a Cardmember's Card is involuntarily cancelled/cancelled by BDO, the unused Points in the Program Account will be forfeited at the same time and cannot be reinstated.

## **7. Notice of Accumulated Points**

- 7.1. BDO will notify the Basic Cardmember on the Monthly Billing Statement ("Statement") of the number of Points earned under the Program.
- 7.2. An eligible charge by a Cardmember that coincide with the cycle cut-off may not be reflected as earning Points on that Statement, and will then be reflected on the Statement for the following billing period.

## **8. Redeeming Points**

- 8.1. Only a Basic Cardmember, whose Card Account(s) is active and in good credit standing at the time of redemption can redeem Points.
- 8.2. To redeem Points, the Cardmember should call the Customer Service Hotline and inform the Customer Service Officer of the reward(s) selected. The Customer Service Officer will guide the Cardmember through the redemption process.
- 8.3. Upon accumulating the required number of Points for the selected reward item(s), a Cardmember can redeem the reward item(s).
- 8.4. Upon redeeming of a reward, the Cardmember releases BDO, its subsidiaries and affiliates from any and all liability in respect of the redemption or use of such reward or other participation in the Program.
- 8.5. Points in a Cardmember's Program that have been redeemed for any reward in the Program including a transfer of Points to participating Transfer Partner's program, cannot be cancelled nor transferred back into the Cardmember's Card Account once redemption is accepted by BDO.
- 8.6. Information supplied on the redemption of certain rewards may be used by BDO or the merchants that provide the rewards for administrative purposes without obtaining further consent from the Cardmember.

## **9. Redeeming Frequent Traveler Option Rewards**

- 9.1. Only Basic Cardmembers enrolled under the Program—FTO category and have paid the Program Transfer and Program—Frequent Traveler Option Annual Fee (where applicable), as charged, can redeem Frequent Traveler Rewards.
- 9.2. The Basic Cardmember may transfer Points from the Program—FTO into any one or more participating programs offered by a Transfer Partner(s) in his/her name only (and not in anyone else's name) and thereafter, cannot transfer Points back into the Program Account. Participating Transfer Partner(s) may change at anytime without any need for a prior notice to Cardmembers.

- 9.3. To convert earned Points into any participating Transfer Partner's Program, the Cardmember must first join or be a member of the applicable Transfer Partner's program. Enrollment in such programs, including any fees charged by Transfer Partner(s), is the Cardmember's responsibility.
- 9.4. The minimum Points requirements to transfer, conversion rates to Partner Rewards Programs and maximum number of Points that can be transferred in a year, vary among participating Transfer Partners. Details are communicated on a regular basis. In any event, Cardmembers should obtain an update on such details by calling the Customer Service Hotline.
- 9.5. Cardmembers are subject to and must comply with the terms and conditions applying to participating Transfer Partner's Programs in which they are enrolled.
- 9.6. The equivalent Transfer Program Miles or Points of the redeemed Membership Rewards® Points will be credited to the nominated Transfer Partner Program's Account within twenty-one (21) banking days from the date of redemption.
- 9.7. BDO assumes no responsibility for Points resulting from conversion to a participating Transfer Partner's Program or for the actions of any Transfer Partner in connection with its program or otherwise.
- 9.8. American Express Card travel insurance and benefits, including but not limited to those listed below, will not apply to flights taken with frequent flyer tickets, including frequent flyer tickets obtained by using points converted from a Program Account:
  - a. Travel Accident Insurance
  - b. Travel Inconvenience Insurance
  - c. Cardmember insurance and travel benefit program expressly offering an option for frequent flyer ticket coverage are an exception to the foregoing, but only if the Cardmember has enrolled in such and has paid the fee for, and otherwise complied with the terms and conditions of the particular program.

#### **10. Redeeming Non-Frequent Traveler Option Rewards**

- 10.1. All Rewards Items are subject to availability and supplier's or manufacturer's restrictions. BDO has the right to change the Rewards Items, if unavailable, with Rewards Items, with similar specifications and Points but only upon confirmation of the affected Cardmembers.
- 10.2. All description of Rewards Items in the Membership Rewards® Catalogue are based on the information provided by the supplier.
- 10.3. Rewards Items photographed in the Membership Rewards® Catalogue may differ slightly in color, perceived size, or texture from the actual items to be delivered to the Basic Cardmembers. Any additional arrangements made in connection with any reward will be the sole responsibility of the Cardmember.
- 10.4. The value of the Rewards Item redeemed cannot be converted to cash.
- 10.5. Redeeming Traditional or Physical Rewards Items:
  - a. The validity for use of gift voucher(s) will be based on the validity period indicated in the gift voucher(s). The validity period may vary per merchant partner.
  - b. The Cardmember shall be responsible for the cost of goods and services purchased in excess of the value noted on the gift voucher(s).
  - c. Shopping, dining and other rewards in the form of gift voucher(s) must be redeemed in the Philippines, unless otherwise stated.
  - d. Issuance of a travel, dining, or hotel gift voucher(s) does not constitute a reservation. The gift voucher(s) holder is responsible for making all reservations and notifying the participating merchant of the reward(s) that they will redeem.
  - e. Hotel rewards include the cost of a standard room, unless otherwise stated. Prior booking is essential and subject to room availability. Some blackout dates may apply.
  - f. All Rewards Items shall be dispatched by courier to the last known billing address or alternate address of the Basic Cardmember within twenty-one (21) banking days from the date of redemption. For delivery of Rewards Items (including gift vouchers) at the Basic Cardmember's given residential address, the Basic Cardmember understands and agrees that anyone living/staying in that address is authorized to receive the Rewards Items in his/her behalf. Unless otherwise instructed by the Basic Cardmember, only the redeeming Basic Cardmember, or in his absence, his/her authorized representative will be allowed to receive the Rewards Item.
  - g. Whenever a Basic Cardmember instructs delivery to himself or herself only, the delivery should be made to the redeeming Basic Cardmember. Should the Basic Cardmember not be around to receive the Rewards Item, he/she must prepare the following documents to be presented/submitted to the courier service provider:
    - i. Letter of Authorization in favor of the authorized representative duly signed by the Basic Cardmember authorizing the former to receive/accept delivery of Rewards Item on behalf of the Basic Cardmember; and
    - ii. Presentation of the Basic Cardmember's and authorized representative's proof of

identification (should be acceptable to BDO) with photocopy thereof to be submitted to the delivery/courier service provider.

- h. A Cardmember is given twenty-four (24) hours from the date of receipt of the Rewards Item(s) to report damaged/defective Rewards Item. If reporting of the damaged/defective Rewards Item exceeds the 24-hour limit, the warranty of the supplier within the warranty period remains valid. Without prejudice to the warranties from the supplier, the 24-hour period is on top of the applicable warranty of the Items. Certain products are covered by applicable product warranties. As such, a Cardmember is then responsible to bring the damaged/defective Rewards Item to the accredited Service Center.
- i. In the event that BDO's supplier determines that the Rewards Item is valid for replacement, the replacement for the damaged/defective Rewards Items will be delivered to the Cardmember's billing address within twenty-one (21) banking days from the date of pull-out of the damaged/defective Rewards Item.
- j. In the event that BDO's supplier determines that there is no cause for replacing the Rewards Item, it will be returned to where it was picked up within twenty-one (21) banking days from date of pick-up of the Rewards Item. Pull-out/Pick-up and re-delivery cost is for the account of the Cardmember.
- k. If a Cardmember requests for re-delivery of the returned/undelivered Rewards Item(s), which exhausted the three (3) delivery attempts, the re-delivery cost shall be shouldered by the Cardmember.
- l. All returned/undelivered Rewards Items after three (3) unsuccessful delivery attempts under the Program—NFTO shall be forfeited if unclaimed by the Cardmember within sixty (60) days from the date of redemption. The Points redeemed will automatically be forfeited and cannot be credited back into the Cardmember's Account.

#### 10.6. Redeeming Digital Rewards Items:

- a. Digital Rewards Items or eVoucher(s) will be processed and sent as 1Pass Instaperx code(s).
- b. The 1Pass Instaperx code(s) will be sent via SMS to the Basic Cardmember's registered mobile number with SMS sender "BDO" within fourteen (14) banking days from the date of redemption.
- c. The Basic Cardmember must present the SMS with the 1Pass Instaperx code(s) along with his/her valid ID at any participating redemption outlet. The 1Pass Instaperx code(s) will either be exchanged for the equivalent paper voucher or use directly as payment for purchase (Refer to the Incentivo Catalogue for the specification of each eVoucher).
- d. The 1Pass code(s) are valid for use within one (1) year from Basic Cardmember's receipt via SMS and shall be forfeited if unused by the Cardmember.
- e. The Points redeemed are considered used and cannot be credited back into the Cardmember's Program Account.
- f. Unless otherwise instructed by the Basic Cardmember, only the redeeming Basic Cardmember, or in his/her absence, his/her authorized representative will be allowed to redeem the Digital Rewards Item. Should the Basic Cardmember not be able to redeem the Rewards Item, he/she must prepare the following documents to be presented/submitted to the store:
  - i. Letter of Authorization in favor of the authorized representative duly signed by the Basic Cardmember authorizing the former to redeem the Rewards Item on behalf of the Basic Cardmember; and
  - ii. Presentation of the Basic Cardmember's and authorized representative's proof of identification (should be acceptable to BDO) with photocopy thereof to be presented/submitted to the store.
  - iii. Screenshot of the SMS from BDO with the 1Pass/Instaperx code

#### 11. Taxation

The Basic Cardmembers are ultimately responsible for the tax treatment/tax implication, if any, whether it be for a final tax or tax on income, of rewards redeemed. BDO gives no warranty and accepts no responsibility as to the ultimate tax treatment or any potential tax implication on redemption. In the event any item redeemed should result to an income tax or other tax liability to a Basic Cardmember, said income tax or other tax liability, if any, shall be shouldered by the Basic Cardmember.

#### 12. General

- 12.1. BDO is not responsible for lost or stolen rewards, reward vouchers, certificates or tickets once delivered or released to the Cardmember.
- 12.2. Redeemed rewards, reward vouchers, certificates or tickets are not exchangeable for other rewards, nor refundable, replaceable or transferable for cash or credit under any circumstances.
- 12.3. BDO shall be entitled to have a contractor or supplier to carry out any, all or part of the

American Express Membership Rewards® Program on its behalf. To this end, Basic Cardmember consents and hereby authorizes BDO to supply any such contractor or supplier with such information as may be necessary or required for them to perform their duties.

- 12.4. Fraud and abuse relating to the earning of Points in the Program or redemption of rewards including transfer of Points to participating Transfer Partner's Program, may result in forfeiture of earned Points as well as cancellation of a Cardmember's Account Program.
- 12.5. The Program Account and Points earned are not transferable.
- 12.6. BDO's failure to enforce a particular Term or Condition does not constitute a waiver of that Terms and Conditions by BDO.
- 12.7. These Membership Rewards® Terms and Conditions supplement the Main Agreement. In the event that any provisions in these Membership Rewards® Terms and Conditions are inconsistent with the Main Agreement, the provisions in these Membership Rewards® Terms and Conditions shall prevail for the purpose of your participation in the Program.
- 12.8. The Terms and Conditions in redeeming rewards items as stated in items 9 and 10 are subject to change by BDO at anytime without any need for a prior notice to Cardmembers.
- 12.9. The Membership Rewards® Program may be changed or withdrawn by BDO at anytime with prior notice to Cardmembers.
- 12.10. These Terms and Conditions shall be governed and construed in accordance with the Philippine laws.
- 12.11. By participating in The American Express Membership Rewards® Program, the Basic Cardmember agrees to be bound by these Terms and Conditions.

American Express is a registered trademark of American Express.

These Cards are issued by BDO pursuant to a license from American Express.

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BDO Customer Contact Center: (+632) 8631-8000

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