

American Express® Card Benefits

Membership Rewards® Terms and Conditions

Please note that this is an English translation of the Dutch version of the Membership Rewards® Terms and Conditions for information purposes only. In the event of any conflict between the terms of this English translation Cardmember Agreement and the Dutch language Cardmember Agreement, the Dutch language Cardmember Agreement shall prevail.

Introduction

What is this document?

These Terms and Conditions govern the Membership Rewards programme (**Programme**) associated with your card account (**Card Account**).

Enrollment and Fees

Enrollment and Fees

Programme participation is included in your annual cardmembership fee, unless you have enrolled separately for Essentials, Classic or Accelerator where you will be charged an annual fee of EUR 15, EUR 25 or EUR 40 (including VAT) respectively. This annual fee will be applied to your card account the day after you enroll in the Programme and on or shortly after the anniversary of that date each year."

You may exit the Programme, and the agreement governed by these Terms and Conditions, at any time. Please see the *What happens if you end your Card Account?* section below in relation to what happens to your points when you exit the Programme.

About earning Points

How you earn Points

You earn a set amount of **Points** for each Euro of eligible spend on your Card Account. The number of Points per Euro is referred to as your **Earn Rate** and will be shown on your Card Account statement. From time to time, we may tell you about promotional Earn Rates or permit you to earn more Points per Euro for certain purchases or other forms of promotion relating to the earning of Points. We may contact you about this to ensure that you can benefit from the Programme (as explained in the 'About additional benefits and other products' section of the agreement for your Card Account).

We will maintain a **Points Account** for you. Points are earned on every full Euro spent on each purchase and will be added to your Points Account. We will tell you the balance in your Points Account on your Card Account statement.

The value of each purchase will be rounded off to the nearest Euro.

Supplementary Cards issued on your Card Account will also earn Points. However, you remain the owner of those Points.

Linked Cards

If you have more than one Card (as the main Cardholder) enrolled in the Programme, you can ask that they are 'linked' in order that Points earned on all your Cards will go into the same Points Account (**Linked Cards**) provided that they have the same Earn Rate, are billed in the same currency and are all enrolled in the Programme.

We reserve the right to de-link your Cards at any time and we will tell you before we do.

Which Card Account balances do not earn Points?

No Points will be earned on:

- interest, fees (including default fees), cash advances (including transactions treated as cash), loading of pre-paid cards, American Express Travellers Cheque purchases or foreign exchange transactions; and
- any amounts that are subsequently credited to your Card Account by way of refunds or other types of credits.

About redeeming Points

How do you redeem Points?

The rewards and ways to use your Points are subject to change. Those available to you at any time will be shown on our website at membershiprewards.nl. We may contact you with other offers from time to time.

You can also call Customer Services on 020-504 80 00. Supplementary Cardholders will not be able to redeem Points on your behalf.

Below we set out the different types of ways that you can generally redeem your Points.

In order to redeem Points, please visit our website or call Customer Services.

You will be unable to redeem Points for goods, gift cards, gift certificates, E-Codes and donations to charities for as long as you are late in making payment on your Card Account. Once your Card Account is up to date and provided it has not been cancelled, you will be able to redeem Points again.

Points are not redeemable for cash or a credit to your Card Account, except as set out in these Terms and Conditions.

There may be some addresses abroad to which certain rewards may not be able to be shipped.

Redeeming Points for goods, gift cards, gift certificates, E-Codes and donations to charities

You can redeem Points for goods, gift cards, gift certificates, E-Codes (codes to redeem for goods or services online), including for car rentals and hotels, and contributions to charities.

You should check the Terms and Conditions that are given to you with these rewards for important conditions such as expiry dates and any refund policies.

Transferring Points to Point Transfer Programmes

You can opt for some or all of your Points to be added to a separate account with an airline or hotel loyalty programme (called a **Point Transfer Programme**). You can ask us to transfer Points to your Point Transfer Programme on our website or by contacting Customer Services.

Visit our website at membershiprewards.nl for more information on transferring Points to Point Transfer Programmes.

To be able to do this, you must first link your Points Account to the Point Transfer Programme account in your name. We will tell you how to do this when you contact us.

Redeeming Points for credit

You can redeem Points for a credit to your Card Account. A Points conversion rate will apply which we will tell you when you contact us to arrange the redemption or you can find it on our website.

You cannot redeem Points for credit if you already have a credit balance on your Card Account.

The credit will appear on your Card Account approximately three days after you have asked us to redeem the Points.

If you redeem Points for credit, you must still pay the amount due on your statement.

TripFlex rewards

The TripFlex rewards option allows you to redeem Points towards **Qualified Travel Purchases** you have made on your Card Account if your Card allows this service.

You can redeem Points against the amount on your Card Account, including related taxes, booking fees, airport fees and insurance premiums.

A Qualified Travel Purchase is a purchase made with a travel retailer we have designated as a qualifying retailer (such as certain airlines, hotels, car rental companies, cruise lines, travel agencies, tour operators or online travel websites). You can find more details of the TripFlex rewards programme and additional Terms and Conditions which apply on our website.

You can redeem a minimum of 2500 Points against some or all of a Qualified Travel Purchase up to three months after making the purchase. Depending on when you redeem the Points, the credit may be applied to your Card Account in a statement period after you made the Qualified Travel Purchase.

Travel bookings

You can redeem Points for travel booked through American Express Travel Services, if your Card allows this service.

Please note, the travel insurance benefits that you may have as part of your card benefits may not cover the travel booked with Points. Please see the Terms and Conditions of any card travel insurance benefits for full details.

If you redeem Points for travel, you are responsible for taxes, booking fees, airport fees, insurance premiums, and any other service fees and charges relating to a travel booking.

Concierge bookings	You can redeem Points for concierge services through American Express Concierge if your Card allows this service. All concierge bookings are subject to availability.	
Pay with Points	You may be able to use your Points to make purchases at certain retailers listed on our website. You need to indicate at the time of purchase that you wish to pay with Points. The purchase may initially be charged to your Card Account as a normal purchase. If so, we will then debit the Points from your Points Account and credit your Card Account with the corresponding amount.	Credits to your Card Account may not be made and appear in the same statement period as the original purchase. If the Points redeemed do not cover the entire amount of the purchase, the balance of the purchase price will remain on your Card Account. Any refunds for purchases made using Pay with Points will be subject to the retailer's own refund policies.

When you might lose Points you have earned

What happens if you are late on your payments?	You cannot redeem Points when your account is in default. If you miss a monthly payment on your Card Account, you will not be able to redeem the Points that you have earned in the previous month other than for credit to your Card Account.	
What happens if you end your Card Account?	If you end your Cardmember Agreement and there are no other Linked Cards on your Points Account, or if you end these Terms and Conditions, you will have 30 days from the date you request this to redeem your Points. You can also transfer them to another Points Account. If you do not transfer or redeem your Points within 30 days, they will be forfeited. If you end your Card Account and leave at least one other Linked Card in the Programme open, you will continue to earn Points in your Points Account with those Linked Cards	
What happens if we cancel or end your Card Account?	If we cancel or end your Card Account in accordance with the Cardmember Agreement, you will lose the Points that you have earned but not yet redeemed, unless you have another Linked Card in the Programme.	

Other important information

Changes to these Terms and Conditions	We may change these Terms and Conditions, including the Earn Rate, provided that we reasonably believe the overall benefits associated with your Card Account still represent good value and are competitively priced. We will give you at least 30 days' notice. If the change is not to your disadvantage, we will still tell you about it but may make the change sooner. We will give you notice by statement message, post, email or other form of electronic communication.	
Ending these Terms and Conditions	We may end the agreement governed by these Terms and Conditions if we cancel or end your Card Account in accordance with the Cardmember Agreement. We may also end the agreement governed by these Terms and Conditions by giving you at least 30 days' notice without any explanation being required, provided that we reasonably believe the overall benefits associated with your Card Account still represent good value and are competitively priced. This could include changing your Card Account to a different product in accordance with the Cardmember Agreement or replacing these Terms and Conditions with a new set of Terms and Conditions that cover different benefits.	
Fraud and Abuse of the Programme	If we have reasonable grounds to believe that you have engaged in any fraud or material abuse related to the Programme, such as seeking to obtain an advantage through unfair or deceptive means, we may take actions which we reasonably consider appropriate in the circumstances, and this may include cancelling your Points Account and forfeiting your Points.	
Claims against rewards providers	We are not liable for claims regarding any failure or breach with respect to goods and services provided as rewards by third parties. Third party rewards may also be subject to separate Terms and Conditions.	
Language and governing law	These Terms and Conditions and all communications between us concerning these Terms and Conditions shall be in Dutch. These Terms and Conditions are governed by the laws of the Netherlands and the courts of Amsterdam, the Netherlands, shall have non-exclusive jurisdiction.	
Taxes, duties and exchange control	You must pay any government tax, duty or other amount in respect of these Terms and Conditions and any rewards you benefit from. VAT (and any other sales tax) will be taken into account by us when determining the number of Points which are required for redemption for a reward.	