### Important Travel Notices Terms & Conditions - Premier American Express® Card

### <u>Air</u>

Air booking tool is provided by Altour. Lowest available fare refers to the lowest published airfare at time of booking (based upon search criteria) among full content participating carriers in the Global Distribution System. Quoted airfares are not guaranteed until ticketed. Online booking fee of \$5 applies for all flights. Individual offers are brought to you by participating merchants and are subject to the merchant's terms, conditions, and restrictions, which vary per offer and are subject to change. Cancellation policies, payment policies, and all other booking conditions will be advised at the time of booking. Blackout dates may apply. All reservations and offers are based on availability and are subject to taxes and assessments. Offer expiration dates vary. To qualify, purchase must be booked by calling 855-562-9283 or online at www.amexconnect.com/mycardbenefits, and must be made on a valid Premier Card. CONNECT searches include all major carriers, but results may vary depending on destination and/or itinerary requested. Offer cannot be combined with other offers, promotions, discounts or programs, and may not be redeemed for cash. The CONNECT program may be terminated at any time. Neither American Express, its subsidiaries and affiliates, nor the issuer of the Premier Card are responsible for the products or services offered by participating merchants and service providers and shall not be liable for the products or services provided in connection with any offer. Altour's California State Seller of Travel Registration Number is: 2033020-10. Altour's Iowa State Seller of Travel Registration Number is: 1139.

### **Premium International Airline Savings**

This offer is subject to availability, for select International routes on Air France, American, Alitalia, British Airways, Delta, Lufthansa, and United flights with at least 7 days advance purchase, and is limited to a maximum of 2 passengers per booking. Blackout dates may apply. Participating airlines are subject to change. Airfares must be booked through www.amexconnect.com/mycardbenefits or your Concierge at 855-562-9283 using your Premier Card. Once you purchase your airline ticket(s) through the program, the flight itinerary will be reviewed for savings. If the itinerary qualifies for savings, you will be notified by a Travel Specialist to update the itinerary.

### **Hotel Privileges**

Hotel booking tool is provided by Altour. Lowest available non-restricted rate refers to the best available rate bookable across distribution channels and must be available in the Global Distribution System during the booking date for the same booking being requested through CONNECT. Complimentary amenity upon check-in may be available. Examples of complimentary amenity include high speed internet access, breakfast, parking, airport transportation, bonus loyalty program points, food and beverage discount or ironing service. If applicable, savings of up to 20% will be applied to base room rate. Individual offers are brought to you by participating merchants and are subject to the merchant's terms, conditions, and restrictions, which vary per offer and are subject to change. Cancellation policies,

payment policies, and all other booking conditions will be advised at the time of booking. Blackout dates may apply. All reservations and offers are based on hotel availability and are subject to taxes and assessments. To qualify, purchase must be booked by calling 855-562-9283 or online at www.amexconnect.com/mycardbenefits, and must be made on a valid Premier Card. CONNECT searches include all major hotels, but results may vary depending on destination and/or itinerary requested. Offer cannot be combined with other offers, promotions, discounts or programs, and may not be redeemed for cash. CONNECT program may be terminated at any time. Neither American Express, its subsidiaries and affiliates, nor the issuer of the Premier Card are responsible for the products or services offered by participating merchants and service providers and shall not be liable for the products or services provided in connection with any offer.

Altour's California State Seller of Travel Registration Number is: 2033020-10. Altour's Iowa State Seller of Travel Registration Number is: 1139.

## **Luxury Hotel Program**

Luxury Hotel Program is provided by ALTOUR. Lowest available non-restricted rate refers to rates available across booking channels and must be available in the Global Distribution System during the booking date for the same booking being requested through CONNECT. Inquire upon arrival for where to redeem complimentary daily continental or full breakfast for up to 2 persons each morning of the stay. The exact nature and maximum value of the complimentary breakfast will be determined by each individual hotel and may not include room service, alcoholic beverages, taxes or gratuity. Room upgrade is based upon availability at time of arrival for next room category over category purchased and may not be available when booking a suite. If no room in the next category is available, the hotel is under no obligation to offer an upgrade. Examples of complimentary welcome amenity include bottle of wine, snacks, in-room high speed internet access, parking, airport transportation, bonus loyalty points, food and beverage credit or ironing services. Where applicable, savings of up to 20% will be applied to base room rate. Individual offers are brought to you by participating merchants and are subject to the merchant's terms, conditions, and restrictions, which vary per offer and are subject to change. Cancellation policies, payment policies, and all other booking conditions will be advised at the time of booking. Blackout dates may apply. All reservations and offers are based on availability and are subject to taxes and assessments. Offer expiration dates vary. To qualify, purchase must be booked through your Premium Concierge by calling 855-562-9283 purchase must be made on a valid Premier Card. CONNECT searches include all major hotels, but results may vary depending on destination and/or itinerary requested. Offer cannot be combined with other offers, promotions, discounts or programs, and may not be redeemed for cash. CONNECT program may be terminated at any time. Neither American Express, its subsidiaries and affiliates, nor the issuer of the Premier Card are responsible for the products or services offered by participating merchants and service providers, and shall not be liable for the products or services provided in connection with any offer.

ALTOUR's California State Seller of Travel Registration Number is: 2033020-10. ALTOUR's Iowa State Seller of Travel Registration Number is: 1139.

### Car

Car booking tool is provided by Altour. Lowest available rate refers to the lowest rate available across booking channels and must be available in the Global Distribution System during the booking date for the same booking being requested through CONNECT. Discount may apply on select rentals and varies by rental date, location and vehicle type. Individual offers are brought to you by participating merchants and are subject to the merchant's terms, conditions, and restrictions, which vary per offer and are subject to change. Cancellation policies, payment policies, and all other booking conditions will be advised at the time of booking. Blackout dates may apply. All reservations and offers are based on availability and are subject to taxes and assessments. Offer expiration dates vary. To qualify, purchase must be booked by calling 855-562-9283 or online at www.amexconnect.com/mycardbenefits, and must be made on a valid Premier Card. CONNECT searches will include all major car rental companies, but results may vary depending on destination and/or itinerary requested. Offer cannot be combined with other offers, promotions, discounts or programs, and may not be redeemed for cash. The CONNECT program may be terminated at any time. Neither American Express, its subsidiaries and affiliates, nor the issuer of the Premier Card are responsible for the products or services offered by participating merchants and service providers, and shall not be liable for the products or services provided in connection with any offer.

Altour's California State Seller of Travel Registration Number is: 2033020-10. Altour's Iowa State Seller of Travel Registration Number is: 1139.

### **National Car Rental**

To receive the upgrade, Cardmember must enroll in the Emerald Club program by calling concierge or visiting <a href="www.nationalcar.com/AMEXPremier">www.nationalcar.com/AMEXPremier</a>. The offer is valid for one year starting from enrollment, and must be redeemed with your Premier Card. The Emerald Club Aisle is available at select locations only and is subject to the Emerald Club membership terms and conditions. The Emerald Club and its services require a signed Master Rental Agreement on file. National, the "flag", and Emerald Club are trademarks of Vanguard Trademark Holdings USA LLC. © 2017 National Car Rental. All rights reserved.

To receive up to 25% off, book through concierge or <a href="www.nationalcar.com/AMEXPremier">www.nationalcar.com/AMEXPremier</a> and enter Contract ID 5030795. Discount varies by rental date, location and vehicle type. Renter must meet standard age, driver and credit requirements. 24-hour advance reservation required. Availability is limited. Blackout dates may apply. Void where prohibited.

Rent a compact through full-size car for a minimum of 3 days, which must include a Saturday overnight, at any participating National location in the United States or Canada, use Coupon Code ND2454ZDN and receive \$15 off. Offer valid through 12/31/18.

## **Cruise**

Cruise program is provided by Cruise Planners. Complimentary amenities available on select sailings and will be confirmed at time of booking. Individual offers are brought to you by participating merchants and are subject to the merchant's terms, conditions, and restrictions, which vary per offer and are subject to change. Cancellation policies, payment policies, and all other booking conditions will be advised at the

time of booking. Blackout dates may apply. All reservations and offers are based on availability and are subject to taxes and assessments. Offer expiration dates vary. To qualify, purchase must be booked by calling 855-562-9283 or online at www.amexconnect.com/mycardbenefits, and must be made on a valid Premier Card. CONNECT searches include all major cruise lines, but results may vary depending on destination and/or itinerary requested. Offer cannot be combined with other offers, promotions, discounts or programs, and may not be redeemed for cash. The CONNECT program may be terminated at any time. Neither American Express, its subsidiaries and affiliates, nor the issuer of the Premier Card are responsible for the products or services offered by participating merchants and service providers and shall not be liable for the products or services provided in connection with any offer.

#### Vacations

Cardmembers must book a stay of 5 nights or longer with a minimum spend of \$2000 to receive the \$100 credit. The \$100 credit does not apply to bookings in Las Vegas, Nevada or Orlando, Florida. Prices are subject to increase prior to the time the Cardmember makes full payment for the air inclusive tour. Prices are not subject to increase after the Cardmember makes full payment, except for charges resulting from increased government-imposed taxes or fees. This offer does not apply to air-only Bookings.

#### AIRLINE INFORMATION

### CARDMEMBERS SHOULD ALWAYS CONTACT AIRLINES FOR CURRENT INFORMATION.

Airline seat assignments are subject to change due to airline changes within their network. Airline seat assignments are subject to change due to airline changes within their network. All services covered by this itinerary are subject to the terms and conditions specified by the suppliers. The Cardmember agrees to the terms and conditions set forth on any brochures or advertisements describing any tour, cruise, accommodations, transportation or other services, and to any and all conditions contained in documents for any such services including, without limitation, all cancellation and change fees. Tours operated by Travel Impressions, Ltd. No employee of Travel Impressions, Ltd. and its parent, affiliates, subsidiary companies or representatives has authority to vary the terms and conditions.

Cardmembers should be advised that certain mandatory hotel-imposed charges, including, but not limited to, daily resort or facility fees, may be applicable to the stay and payable to the hotel operator at check-out from the property. Cardmembers may wish to inquire with the hotel before their trip regarding the existence and amount of such charge. Air Transportation: Important airline ticket terms and conditions and other important notices apply to air transportation. Cardmembers should visit travimp.com/airlinetickettc.html for more information. Liability Statement: Travel Impressions, Ltd. and its parent, subsidiaries, affiliates and representatives (collectively, "TI") act as an agent for travel suppliers and the Cardmember understands and agrees that TI shall not be liable for any loss, injury, expense or damage to persons or property resulting, directly or indirectly, from (1) the acts of omissions of travel suppliers, including but not limited to delays, overbookings, cancellation of services, cessation of operations, accidents or failures of equipment, or changes in fares, itineraries or schedules; or (2) acts of God, fires, earthquakes, floods, climatic aberrations, acts of governmental authorities, civil unrest,

strikes, riots, theft, disease, accidents or failures related to the public internet, telecommunications lines or facilities, or third party technology systems, or any other cause beyond the control of TI. Under no circumstances shall TI be liable for any special, incidental or consequential damages arising from the foregoing. Intermediary Disclosure: TI assists in finding travel suppliers and making arrangements that meet a Cardmember's individual needs. TI considers various factors in identifying travel suppliers and recommending specific itineraries. In this role, TI is acting as an independent third party and not as a fiduciary. TI acts solely as sales agent for travel suppliers and is not responsible for the actions or inactions of such suppliers. TI wants Cardmembers to be aware that certain suppliers pay TI commissions as well as incentives for reaching sales targets or other goals, and from time to time may also provide incentives to TI travel counselors. Certain suppliers may also provide compensation to TI for various marketing and administrative services that TI performs for them, such as granting them access to TI marketing channels, participating in marketing programs and supporting technology initiatives. From time to time TI may enter into other business relationships with suppliers and these arrangements, including 6 levels and types of compensation and incentives TI receives, are subject to change. In identifying suppliers and recommending itineraries, TI may consider a number of factors, including supplier availability and the Cardmember's preferences. The relationships TI has with suppliers may also influence the suppliers TI identifies and the itineraries TI recommends.

FOR CARDMEMBERS PURCHASING TRAVEL IN THE STATE OF CALIFORNIA: TI

California State Seller of Travel Registration number is 2029006-20. TI is not a participant in the California Travel Consumer Restitution Fund but is a member of the United States Tour Operators Association ("USTOA"). California law requires certain sellers of travel to have a trust account or bond. TI has an account with the USTOA in the amount of \$1,000,000.00 (US). TI, as an Active Member of USTOA, is required to post \$1 Million with USTOA to be used to reimburse, in accordance with the terms and conditions of the USTOA Travelers Assistance Program, the advance payments of Operator's customers in the unlikely event of Operator's bankruptcy, insolvency or cessation of business. Further, Cardmembers should understand that the \$1 Million posted by TI may be sufficient to provide only a partial recovery of the advance payments received by Operator. Complete details of the USTOA Travelers Assistance Program may be obtained by writing to USTOA at 275 Madison Avenue, Suite 2014, New York, New York 10016, or by email to information@ustoa.com or by visiting their website at USTOA.com.

FOR CARDMEMBERS PURCHASING TRAVEL IN THE STATE OF WASHINGTON: Operator Washington State Seller of Travel Registration Number is: UBI#602 425 801. If transportation or other services are cancelled by the seller of travel, all sums paid to the seller of travel for services not performed in accordance with the contract between the seller of travel and the purchaser will be refunded within thirty days of receiving the funds from the vendor with whom the services were arranged, or if the funds were not sent to the vendor, the funds shall be returned within fourteen days after cancellation by the seller of travel to the purchaser unless the purchaser requests the seller of travel to apply the money to another travel product and/or date.

FOR CARDMEMBERS PURCHASING TRAVEL IN THE STATE OF NEVADA: Operator Nevada State Seller of Travel Registration Number is: #2004-0029.

RECOVERY FUND FOR CONSUMERS DAMAGED BY SELLERS OF TRAVEL: Cardmembers may be eligible for payment from the Recovery Fund if they have paid money to a seller of travel registered in Nevada for the purchase of travel services or a vacation certificate and have suffered certain financial damages as a result of the transaction. To obtain information relating to Cardmembers' rights under the Recovery

Fund and the filing of a claim for recovery from the Recovery Fund, Cardmembers may contact the Consumer Affairs Division of the Department of Business and Industry at the following locations: SOUTHERN NEVADA: 1850 East Sahara Avenue, Suite 101, Las Vegas, Nevada 89104, Phone: 1.702.486.7355, Fax: 1.702.486.7371, email:ncad@fyiconsumer.org. NORTHERN NEVADA: 4600 Kietzke Lane, Building B, Suite 113, Reno, Nevada 89502, Phone: 1.775.688.1800, Fax: 1.775.688.1803, email: ncad@fyiconsumer.org.

FOR CARDMEMBERS PURCHASING TRAVEL IN THE STATE OF IOWA: Operator Iowa Seller of Travel Registration Number is: #758.

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# **Global Entry**

You can receive one Global Entry (\$100) statement credit statement credit every 5 years for an application fee charged to your Elan Financial Premier American Express Card. If approved for Global Entry, spend less time waiting at select airports. For international travel, Global Entry can reduce wait time at US Customs when you return to the US at select airports.

If approved for Global Entry, you also receive TSA Preè benefits at no additional charge.

### Terms

The benefit is available to Elan Financial Premier American Express Cardmembers only. To receive the statement credit, Cardmembers must complete a Global Entry application, and charge the application fee to an eligible Premier Card. Cardmembers are eligible to receive one (1) statement credit (\$100 for Global Entry) when the application fee for either program is charged to an eligible Card account, provided an application fee credit has not been provided on the account for either program in the previous five (5) years. Eligible Cardmembers will receive a statement credit for Global Entry when they apply and pay the fee with their eligible Card regardless of whether they are approved for Global Entry. Elan Financial and American Express have no control over the application and/or approval process for Global Entry and do not have access to any information provided to the government by the Cardmember or by the government to the Cardmember. Elan Financial and American Express have no liability regarding the Global Entry Program. U.S. Customs and Border Protection (CBP) charge an application fee to process each respective application regardless of whether the Cardmember's application is approved. Elan Financial will provide a statement credit for the application fee regardless of the decision made by CBP (for Global Entry) but will not provide a statement credit for subsequent application fees charged to the same Card account within five (5) years, even if the original application is rejected.

Global Entry members can enjoy TSA Preè benefits when traveling by entering their Global Entry membership number (PASS ID) in the "Known Traveler Number" field each time a flight reservation is made on a participating airline. Alternatively, Cardmembers can add their Global Entry PASS ID to their frequent flyer profile(s) with the participating airline(s) and then ensure that their frequent flyer number is entered for each flight booking.

If approved, membership into the Global Entry program is valid for 5 years without additional charges and subject to the terms and conditions of each program. Membership for Global Entry is per person, and a separate application must be completed for each individual.

For additional information on the Global Entry program, including information regarding the application and/or approval process and for a list of participating airlines and airports, as well as the full terms and conditions of the programs, please go to <a href="http://www.globalentry.gov">http://www.globalentry.gov</a>. The Global Entry program is subject to change, and Elan Financial and American Express have no control over those changes.

The statement credit benefit applies to the Global Entry program only. Other program applications including, but not limited to, NEXUS, SENTRI, and Privium are not eligible for the statement credit benefit.

Please allow 6-8 weeks after the qualifying Global Entry transaction is charged to the eligible Card account for the statement credit to be posted to the Card account. Cardmembers can call the number on the back of the Card if the statement credit has not posted within eight (8) weeks from the date of the qualifying charge. Cardmembers are responsible for payment of all application charges until the statement credit posts to the Card account. To be eligible for this benefit, Card account(s) must be active and not in default at the time of statement credit fulfillment.

# **DiamondAir International Airport Concierge Services**

The below terms and conditions are applicable to Airport Concierge, Airport by Invitation services, and any other services provided by DiamondAir International for American Express Cardmembers.

**Changes to terms and conditions:** DiamondAir International reserves the right to modify these Terms and Conditions at any time, without notice, at its discretion within reason.

Statutory rights: These Terms and Conditions do not affect your statutory rights.

**Law and jurisdictions:** These Terms and Conditions shall be construed and governed by the laws of England and Wales.

**Complimentary services and payment:** If a payment is required, the Cardmember will provide the Card account details at the time of booking.

**Cancellations and amendments to service:** All service cancellations and amendments to services including flight details and date of service must be communicated in writing. Charges may apply.

**Late booking request**: Service cannot be guaranteed without sufficient advanced notice. Notice requirements vary, based on destination. Late booking fees may apply.

**Public holidays and out of hours:** Service restrictions may be applicable at certain destinations on public holidays and specified hours of the day outside of standard working hours. A surcharge may apply for services to be executed on public holidays. Any surcharges are to be advised by DiamondAir International at the time of booking.

Security restrictions: All Airport Representatives at all destinations must adhere to strict security protocols as advised by the airport or rail station authorities. The dynamic nature of airport operation and strict security systems at airports may intermittently result in restricted access for Airport Representatives. On rare occasion, this may result in a restricted or no service being offered by DiamondAir International at a specific destination. Such implications to service will be communicated by DiamondAir International immediately to the client. There may, however, be rare instances where notice cannot be provided in good time. Such instances will be dealt with on a case by case basis.

An airside service may not be available at all airport destinations serviced by DiamondAir International. Any restrictions will be communicated at the time of service booking.

**Customer service contact:** If you are unable to find your DiamondAir International representative, you are requested to call our 24 hour customer service number on +44 (0)7767 368600 or +44 (0)208 897 9183.

**Client requirements:** A telephone contact number for the client travelling, their driver (preferred), or another representative travelling with the passengers must be provided in reasonable time before the time of service for the service. DiamondAir does not take responsibility for services which cannot be fulfilled as a result of contact information not provided.

**Liability:** DiamondAir International's total liability for any loss shall not exceed the total sum charged for a booking. We will not be held liable or responsible for any direct or indirect loss or damages to your business or that of any third party nor for any loss of profits, opportunity or data.

To the maximum extent permitted by law, we accept no responsibility for any damage, loss, accident, sickness, injury or death that you or anyone else may suffer or incur arising out of DiamondAir International Ltd and/or in connection with these terms and conditions.

Nothing in these terms shall exclude or limit our liability for fraud or death or personal injury caused by our negligence or any other matter which it would be illegal for us to (or attempt to) exclude or limit.

We accept no liability for the consequences of any delay or for any loss, cost or expense incurred by you as a result of the actions of any third party including without limitation the Customs or Immigration Authorities at any airport. You accept that you alone are responsible for compliance with all governmental regulations upon entry into and exit from all Airports and for ensuring that all required documents are in order and that any conditions to which such documents are subject are complied

with.

You agree to indemnify us in respect of all claims, damages, losses, costs and expenses (including legal expenses) which are awarded against or incurred by us as a direct result of your acts or omissions or the acts or omissions of any person covered by your booking in the course of using the DiamondAir International Ltd.

DiamondAir International Ltd employees and/or representatives are not permitted to hold infants or accept any responsibility for infants and children, including handling pushchairs and prams.

DiamondAir International Ltd employees and/or representatives are not trained or insured to handle any baggage (cabin or checked in) please request a baggage porter at the time of booking if this is required.

**Products and services provided by third parties:** DiamondAir International may provide services through a third party service provider (for example, porter or chauffeur cars) and issue a confirmation relating to any such products and services. In such circumstances, DiamondAir International will act on an agency basis. We do not guarantee that products and services provided by third parties will always conform to their exact description. DiamondAir International does not accept any liability for any products and services provided by a third party company. All third party companies contracted to provide services on behalf of DiamondAir International must comply with all DiamondAir International protocol and are subject to a stringent selection process.

**Service information:** All infants under 12 months will not be charged. Infants between 12 - 36 months will be charged at 50%. All persons above the age of 3 years will be classified as adult.

**Privacy Policy:** DiamondAir International is committed to ensuring that your privacy is protected. All information requested will only be used in accordance with this privacy statement.

We may collect the following information;

- Full name
- Passport details
- Visa details
- Contact information including a telephone number and email address
- Travel details including flight, ground transport and accommodation information

### What we do with the information collected:

All information collected by DiamondAir International will only be used to understand your needs and

requirements, to successfully deliver the service requested, and to provide you with a continuously improved and more market orientated service.

All information will be collected and stored securely.

We do not in any way sell, distribute or lease your personal information to third parties unless we have permission or are required by law to do so. We may use your personal information to send you promotional information regarding DiamondAir International products and services, only if you tell us that you wish this to happen.

DiamondAir International Limited complies with the 'Data Protection Act 1998' (UK).

### **Carey Limo Detail Page**

For full terms and conditions, please click <a href="https://www.carey.com/eCarey/A4">https://www.carey.com/eCarey/A4</a> <a href="https://www.carey.com/eCarey/A4">CareyServiceTermsandConditions.html</a>).

### **Private Jet**

Provided by Altour Air. Cardmembers have access to the Private Jet benefit. ALL AIRCRAFT ARE SUBJECT TO AVAILABILITY at the time of booking. ALL BOOKINGS ARE SUBJECT TO OWNER APPROVAL. All purchases must be made on a Premier Card. Discount is taken off total flight charge, prior to taxes and any fees. All passengers over 18 are required by TSA to present government issued photo identification prior to boarding. All passengers are responsible for obtaining proper documentation when traveling internationally. ALTOUR AIR is not a direct or indirect air carrier. ALTOUR AIR is an agent to procure aircraft on behalf of the Cardmember. All flights are operated by FAR Part 135 or 121 air carriers or the foreign equivalent. The condition of the aircraft, including onboard features and amenities, is the sole responsibility of the Carrier. Carrier's certificate number and safety ratings are available upon request. Additional terms and conditions may apply. Cardmembers should review Altour Air's charter agreement in detail.