

**Diners Club®  
Club Rewards®  
Terms And Conditions**

**Definitions**

1. Capitalized words used in the terms and conditions of the Program are defined as follows:

**“Account”** means an account for any type of Card;

**“Authorized User”** means in respect of a Professional Card or a Personal Card, an individual who (a) is an individual identified as an authorized user in an application for a Professional Card or a Personal Card, or (b) is an individual who has been added as an authorized user on the Account in accordance with the terms of the applicable Diners Club Credit Card Cardmember Agreement or Diners Club Professional Card Cardmember Agreement;

**“Card”** means a Corporate Card, Professional Card or Personal Card, as the case may be, and all renewals, and replacements of such credit card or charge card;

**“Cash Advance”** means an advance of cash that is charged to the Account;

**“Catalogue”** means the Club Rewards catalogue which is available at [www.clubrewardsus.com](http://www.clubrewardsus.com);

**“Central Bill Corporate Card”** means a Diners Club or Carte Blanche® Card issued in the U.S. pursuant to a Diners Club Corporate Agreement for which the Employer has chosen the central bill option;

**“Charges”** means all amounts charged to the Account including Purchases, Cash Advances, interest, service fees and other charges;

**“Corporate Collect Card”** means a Central Bill Corporate Card program in which all Cards issued under that program generate points for the exclusive use of the Employer.

**“Corporate Card”** means a Central Bill Corporate Card, an Individual Bill Corporate Card or a Corporate Collect Card;

**“Customer Center”** means the Club Rewards Customer Contact Center, which can be reached at the number and during the times set out in section 49;

**“Employer”** means the business, association or government agency that authorized us to issue a Corporate Card to you;

**“Frequent Traveler Reward”** has the meaning ascribed to it in section 18(b);

**“Good Standing”** means that there are no past due balances on the Account, all fees have been paid and you are in compliance with the terms and conditions of the Program;

**“Individual Bill Corporate Card”** means a Diners Club or Carte Blanche Card issued in the U.S. pursuant to a Diners Club Corporate Agreement for which the Employer has chosen the individual bill option;

**“Open”** means the Account has not been suspended or closed;

**“Personal Card”** means a Diners Club Card Premier or a Diners Club Card Elite credit card issued in the U.S.;

**“Personalized Reward”** means anything that is outside of the Catalogue which someone with at least 50,000 Points may request that we provide to them as a Program reward and for which we will advise that person of the number of Points required;

**“Point”** means a Club Rewards point;

**“Points Plus Charge”** means that a combination of Points and a Charge to your Card are used to obtain a Self Serve Travel Reward;

**“Primary Cardmember”** means the individual identified as the primary cardmember on the application for a Professional Card or a Personal Card;

**“Professional Card”** means either a Professional Charge Card or Professional Credit Card issued in the U.S.;

**“Professional Charge Card”** means a Diners Club Professional Charge Card or a Diners Club Carte Blanche Professional Charge Card issued in the U.S.;

**“Professional Credit Card”** means a Diners Club Professional Credit Card issued in the U.S.;

**“Program”** means the Diners Club Club Rewards program in the U.S.;

**“Purchase”** means a purchase of goods or services (or both) that is charged to the Account;

**“Self Serve Travel Reward”** has the meaning ascribed to it in section 18(a);

**“Statement”** means your monthly Account statement;

**“Tailored Travel Reward”** has the meaning ascribed to it in section 18(d);

**“Travel Certificate”** has the meaning ascribed to it in section 20(a);

**“Vacation Package Reward”** has the meaning ascribed to it in section 18(c);

**“we”, “us” and “our”** mean BMO Harris Bank N.A.; and

**“you” or “your”** means: in the case of a Professional Card or a Personal Card, the Primary Cardmember; in the case of a Corporate Card (other than a Corporate Collect Card), the individual authorized by the Employer to be named on the Corporate Card; and, in the case of a Corporate Collect Card, the Employer.

## **Enrollment**

2. The Program is based on a point system. Your Account must be enrolled in the Program, Open, and in Good Standing in order to earn or redeem Points.

3. (a) If you have a Professional Card or a Personal Card your Account is automatically enrolled in the Program.

(b) If you have a Corporate Card you may be enrolled in the Program only if your Employer is eligible to participate in the Program and has elected to do so; if you are authorized by your Employer, and; upon payment of an annual Club Rewards fee. Please contact your program administrator to see if you are eligible to enroll in the Program.

## **Club Rewards**

### **General**

4. Accounts will earn points as follows:

(a) Open and Enrolled Professional Charge Card Accounts, Personal Card Accounts except Diners Club Card Elite, Individual Bill Corporate Card Accounts, and Corporate Collect Card Accounts (subject to sections 5(b) and 5(c) below) in Good Standing will receive one Point for every eligible dollar charged to an Account;

(b) Open and Enrolled Diners Club Card Elite Personal Card Accounts in Good Standing will receive one Point for every eligible dollar charged to an Account or three Points for every eligible dollar charged to merchants having the following merchant category codes: 5411 (grocery stores/supermarket); 5912 (drug store/pharmacy); 5541 (automobile service stations); and 5542 (fuel dispenser, automated);

(c) Open and Enrolled Professional Credit Card Accounts in Good Standing will receive one Point for every \$2 eligible dollars charged to an Account; and

(d) Central Bill Corporate Card Accounts must check with your program administrator for terms that apply to your Corporate Card Account.

(e) For any period that an Account is not enrolled in, or has been removed from, the Program, Points will not be earned in respect of any eligible charges.

5. Each of the following are applicable to Points:

(a) Subject to sections 5(b) and 5(c) below, Points are earned on a per transaction basis and are based on the dollar value of the transaction rounded to the nearest whole dollar. Sections 5(b) and 5(c) apply to Corporate Collect Card Accounts, and Section 5(c) also applies to Diners Club One Cards that are not issued in connection with a Corporate Collect Card Account (in which case the individual authorized by the Employer to be named on the Corporate Card collects the Points):

(b) Subject to section 5(c) below, Corporate Collect Card Accounts earn Points for all eligible Charges made on each Card issued on that Account.

(c) Maximum Points Earned per Eligible Charge and Point Reduction Calculations on Returns:

- i. Points are earned on the first \$7,000 of each eligible Charge (any portion of an eligible Charge in excess of \$7,000 will not earn Points).
- ii. In the event that an eligible Charge is in excess of \$7,000 and you receive a credit with respect to that eligible Charge, you will have your Points reduced for each dollar of the credit that you receive (even though you did not receive Points for each dollar spent), up to a maximum of \$7,000 worth of Points in a single credit transaction.
- iii. Purchase and Refund Example: In this example, you earn 1 Point for every \$1 spent and purchase the following items in a single Charge: Item A (\$3,000), Item B (\$2,000), and Item C (\$5,000). The \$10,000 eligible Charge earns you 7,000 Points. You then decide to return one or more items from that eligible Charge. The following would occur:
  1. If, in a single return transaction, you return Item A, then you will have 3,000 Points deducted from your Points balance.

2. If, in a single return transaction, you return Item A and Item C, you will have the maximum 7,000 Points deducted from your Points balance.
3. If, in three return transactions that occur at different times, you first return Item A, then Item B, then Item C, you will have 10,000 Points deducted from your Points balance, even though you only earned 7,000 Points on the eligible Charge.

(d) Points that you accrue are not your property and cannot be transferred to any other Account, person, or entity.

(e) Points accrued in the Program have no cash or monetary value other than in accordance with section 41. Points can only be redeemed against rewards illustrated in the current Catalogue and in brochures or other materials that we may supply in the future (subject to any additional terms and conditions set out in those brochures or materials), and may not be used in connection with any other discount or coupon offer.

6. Points issued for eligible Charges made to a Professional Card or a Personal Card held by an Authorized User are credited to the Primary Cardholder's Account.

7. For Corporate Card Accounts (i) that were converted from Company Card (as defined in the agreements pursuant to which such Company Cards were issued) accounts, only the authorizing officer may request redemption of Points; and (ii) that are Corporate Collect Card Accounts, only the person designated by the Employer in writing may request redemption of Points.

8. If you have both a Corporate Card (other than a Corporate Collect Card) and a Professional Card or a Personal Card or you have more than one Professional Card or Personal Card, each of which earn Points, you can, subject to the following terms and conditions, redeem Points from both Accounts for a reward:

(a) When one of the Cards is a Corporate Card, your ability to pool Points is

subject to your Employer's approval and any pre-existing arrangement between your Employer and us.

(b) If Points that are pooled between a linked Corporate Card and a Professional Card or a Personal Card accrue to your benefit. You will only have access to the Points accrued on the Corporate Card while you are authorized to use it. Once you no longer have access to the Corporate Card or that Corporate Card Account is suspended or closed, you will, subject to section 17, only have access to the Points accrued on the Professional Card or Personal Card.

(c) Points are removed from linked Accounts on a "first in first out" basis.

(d) In order for you to pool Points between two Cards, you must be the named cardholder (in the case of a Corporate Card) or Primary Cardmember (in the case of a Professional Card or a Personal Card) on each Card; pooling Points between two or more individuals, whether or not they are related, is not permitted.

## **Eligible Charges**

9. Eligible Charges appearing on your Statements during your participation in the Program will earn Points. Not all Charges are eligible to earn Points.

10. Subject to sections 4, 11, 13 and 15, Charges that are eligible for Points are as follows: airline, restaurant, hotel, car rental, service station, mail and online orders and retail Purchases.

11. Charges that are not eligible for Points include, but are not limited to, the following: Card fees of any kind including but not limited to interest, late charges and delinquency fees, cash advances, foreign conversion charges, insurance charges, unauthorized charges, handling fees, excluded purchases referred to below, and Club Rewards fees. For all accounts other than Corporate Collect Accounts, you may only accumulate Points for Charges related to your own travel or that of your immediate family or household members; you will not receive any Points for tickets purchased for any other traveler.

12. Charges or transactions may be added to, or removed from, the above lists of eligible charges and transactions from time to time at our sole discretion without notice. Any question as to what constitutes an eligible charge shall be resolved at our sole discretion.

13. If you receive a credit in respect of a Charge in which you received Points, the Points you received in respect of that Charge will be reduced to the extent of the credit at the same rate at which those Points were earned

### **What Happened to Points If Payments Are Not Made on Time?**

14. You must make the minimum payment due on time as shown on each Statement in order to keep your Account in Good Standing and to receive the full benefits of the Program. At any time that you do not keep your Account in Good Standing, the following will occur:

**(a) First Statement (for Professional Card, Personal Card, and Corporate Card Accounts):** If you fail to make the minimum payment by the due date shown in a Statement that you receive in any given month, despite your delinquency, you will earn Points for eligible Charges on that first Statement and you will continue to be able to redeem Points.

**(b) Second Statement:**

**(i) For Professional Card and Personal Card Accounts:** If you failed to make the minimum payment by the due date shown in the first Statement and in the next month you fail to make the minimum payment by the due date shown in the second Statement, you will continue to be able to redeem Points earned up to, and including, the last day of the billing cycle for the first Statement; however, the following will occur: (i) you will not receive Points for eligible Charges billed on the second Statement and (ii) your participation in the Program will be suspended. Should this occur, you will be required to bring your Account into Good Standing in order to restore your participation in the Program. You will commence earning Points on the day that your Account is brought back into Good Standing; however, Points that would have been earned for eligible Charges billed on the second Statement are permanently forfeited.



(ii) **For Corporate Card Accounts:** If you failed to make the minimum payment by the due date shown in the first Statement and in the next month you fail to make the minimum payment by the due date shown in the second Statement, despite your delinquency, you will earn Points for eligible Charges on the second Statement and you will continue to be able to redeem Points.

(c) **Third Statement:**

(i) **For Professional Card and Personal Card Accounts:** If you failed to make the minimum payment by the due date shown in each of the first Statement and the second Statement, and in the next month you fail to make the minimum payment by the due date shown in the third Statement, the following will occur: (i) you will not receive Points for eligible Charges billed on the third Statement, (ii) your participation in the Program will be suspended and (iii) you will no longer be able to redeem any Points. Should this occur, if your Account has not been closed, you will be required to bring your Account into Good Standing in order to restore your participation in the Program. You will commence earning Points on the day that your Account is brought back into Good Standing and if your Account is brought back into Good Standing before it is closed, you will have access to the Points earned up to the first Statement.

(ii) **For Corporate Card Accounts:** If you failed to make the minimum payment by the due date shown in each of the first Statement and the second Statement, and in the next month you fail to make the minimum payment by the due date shown in the third Statement, you will earn Points for eligible Charges on the third Statement but you will no longer be able to redeem any Points until you bring your Account into Good Standing.

d. **Fourth Statement** (for Corporate Card Accounts only): If you failed to make the minimum payment due by the due date shown in each of the first, second and third Statements, and in the next month you fail to make the minimum payment by the due date shown in the fourth Statement, each of the following will occur: (i) you will not receive Points for eligible Charges billed on the fourth Statement, (ii) your participation in the Program will be suspended, and (iii) you will no longer be able to redeem any Points. Should this occur, if your Account has not been closed, you will be required to bring

your Account into Good Standing in order to restore your participation in the Program. You will commence earning Points on the day that your Account is brought back into Good Standing and if your Account is brought back into Good Standing before it is closed, you will have access to the Points earned up to the third Statement; however, Points that would have been earned for eligible Charges billed on the fourth Statement are permanently forfeited.

### **Fraud or Abuse May Result in the Forfeiture of Points**

15. Fraud or abuse relating to the accrual or redemption of Points and/or use of the Account in violation of its terms may result in any or all of the following: forfeiture of accrued Points, cancellation of the Account, or your removal from the Program.

16. Excepting Corporate Collect Card Accounts, Club Rewards is intended to be a service provided to an individual cardmember, not to the Employer. It is, therefore, considered fraudulent and abusive for anyone to direct, encourage, or allow a Corporate Card cardmember or other individuals to use a Corporate Card Account for the purpose of accumulating Points for the Employer's use or for personal use in a manner that is not specifically permitted under the Program's terms and conditions.

### **What Happens to Points When an Account is Closed?**

17. (a) All Accounts other than Corporate Collect: If your Account is closed, all Points on your Account are permanently forfeited; provided however that if the Account was in Good Standing when it was closed you may redeem your Points for 60 days following the cancellation of your Account, after which time the Points will be forfeited.

(b) For Corporate Collect Card Accounts subject to paragraphs 14, 15 and 16 of this Agreement and the Corporate Agreement between the Employer and us, Points earned on a Corporate Collect Card that is cancelled are not forfeited and remain available to the Employer; if you are not in Good Standing when your Corporate Agreement is terminated all points are forfeited; if you are in Good Standing when your Corporate Agreement is terminated you have 60 days

from the date your Corporate Agreement is terminated to redeem your Points, after which time the Points will be forfeited.

## **Travel Rewards**

### **General**

18. The Program provides you with the following travel reward related options:

(a) booking a travel reward (other than those rewards discussed in sections 18(b), (c) and (d) below) through the Club Rewards online booking tool or through the Customer Center (a "Self Serve Travel Reward"), discussed in greater detail in sections 21 through 31;

(b) converting Points into a frequent flyer or frequent guest reward program through the Club Rewards online booking tool (a "Frequent Traveler Reward"), discussed in greater detail in sections 32 through 35;

(c) redeeming for a travel or hotel package through the Customer Center or Club Rewards website (a "Vacation Package Reward"), discussed in greater detail in section 36; and

(d) booking a travel or hotel accommodation directly with your travel agent or online travel or accommodation service provider and subsequently converting Points to a credit that is applied to your Card (a "Tailored Travel Reward"), discussed in greater detail in sections 37 through 39.

19. Points earned on certain Central Bill Corporate Card Accounts and Corporate Card Accounts converted from Company Card accounts may not be redeemed for Frequent Traveler Rewards. Please check with your program administrator for terms that apply to your Account.

20. The following terms and conditions apply to each of the options identified in sections 18(a) to 18(c):

(a) All travel rewards are subject to availability, specific terms and conditions, and may have restrictions, blackout dates and exclusions. Travel reward certificates, vouchers or gift cards (each a "Travel Certificate") have no value, except when used in accordance with the terms and conditions accompanying them. We may amend the terms and conditions of any travel offer at any time. Travel rewards: (i) do not include transportation, unless stated; (ii) are not exchangeable, refundable or changeable under any circumstances; and (iii) Travel Certificates are not replaceable in the event of loss or destruction. To obtain information regarding additional terms and conditions prior to ordering or in order to redeem Points for a travel reward, please call the Customer Center.

(b) Additional fees may apply including, but not limited to, golf carts; surcharges for premium golf courses; gas, tax and insurance on rental cars; weekend surcharges; fuel surcharges; foreign currency exchange rates; national park entrance fees; and airport facility charges. Any additional fees will be confirmed at the time you book the travel reward.

(c) A charge may be made to your Corporate Card Account if and only if such practice is acceptable to your Employer (please refer to your Employer's policy regarding the use of your Corporate Card to ensure compliance).

(d) Delivery of Travel Certificates will be made by courier whenever possible and will ordinarily be sent within 4 to 6 weeks from the time you place your order. Charges for shipping outside of the U.S. will be confirmed at the time you book the travel reward.

### **Self Serve Travel Rewards**

21. Points may be redeemed for an airline ticket on any domestic or international airline carrier that is a member of the Airlines Reporting Corporation (please call the Customer Center to verify the participation of any particular airline). You will not be able to use the Self Serve Travel Reward online booking tool to book tickets that are sold by: (i) charters, wholesalers or consolidators; and (ii) any Internet service provider where the fares are not published or available for ticketing through a certified travel agency. If you are

interested in booking travel with a carrier that is not offered through the Self Serve Travel Reward online booking tool, please book your travel as a Tailored Travel Reward.

22. The Points Plus Charge option can only be used for Self Serve Travel Rewards, may be subject to credit approval, and is not available for frequent flyer or frequent guest rewards. Please visit [www.clubrewardsus.com](http://www.clubrewardsus.com) or call the Customer Center for further details.

23. The charge portion of a Points Plus Charge redemption can only be made as follows: (i) to a Professional Card or Personal Card Account; or (ii) to a Corporate Card Account in accordance with the terms of the applicable Cardmember Agreement (or to the authorizing officer's Corporate Card Account for accounts converted from a Company Card), if and only if such practice is acceptable to your Employer (please refer to your Employer's policy regarding the use of your Corporate Card to ensure compliance).

24. Only you or someone you designate may redeem Points, but tickets may be issued in the name of another person that you designate.

25. All airline tickets are sent to the billing address on the Account via first class mail, postage prepaid; provided however that you can, at your expense, request expedited delivery.

26. Changes to existing reservations may, if permitted by the reward supplier, be requested at your expense up to 5 days prior to your travel date. Changes may require additional costs such as airline penalty fees, increased fares, and service fees. Please be aware that most airlines do not allow changes or corrections to passenger names. Our ability to honor itinerary change requests is ultimately governed by airline rules and restrictions.

27. You should confirm flight reservations at least 72 hours prior to departure. You are responsible for obtaining the appropriate international travel document, such as a passport or visa. You must have valid photo identification upon check-in.

28. Electronic tickets will be issued, whenever possible, unless you request a paper ticket. If electronic tickets are available from the airline, paper tickets will only be available for an additional fee. For travel within 14 days of booking that requires the issuance of a paper ticket, your paper ticket will be shipped via standard overnight delivery (next day delivery by 5 p.m. Central Time), and the cost of such overnight delivery will be billed to you. Priority, Saturday and deliveries outside of the continental United States may be subject to additional shipping charges that will be billed to you.

29. You are guaranteed the lowest available published price through the Customer Center at the time of ticketing. This guarantee is valid for specific departure and arrival dates and times at the time of purchase through TSYS Loyalty's computer reservations system.

30. A booking fee is charged for each Self Serve Travel Reward.

31. We and our travel service providers are not responsible for airline performance. All reservations are subject to the conditions of carriage, supply or business of the airline service provider, which include exclusions and limitations of liability.

### **Frequent Traveler Rewards**

32. The airlines and hotels participating in the Program are subject to change without notice. All frequent flyer and frequent guest reward redemptions are final and non-refundable and are made under the rules and regulations of the frequent flyer or frequent guest program for which your Points are redeemed.

33. All Point conversions made for frequent flyer rewards must be made to U.S. frequent flyer accounts and Points must be redeemed in designated increments, which start at 1,000 Points.

34. The airlines and hotels participating in the Program reserve the right to change their frequent traveler programs at any time without notice.

Participating airlines and hotels may also impose restrictions that will affect the redemption of your Points, including but not limited to transferring Points into only the Primary Cardmember's frequent flyer or frequent guest account.

35. The Points you convert to a frequent traveler program will be credited to your frequent flyer or frequent guest account (as the case may be) within 2 to 4 weeks of redemption; provided however that for a fee you may expedite the process for certain frequent traveler programs, in which case Points will be posted within three to five business days.

### **Vacation Package Rewards**

36. There are two types of Vacation Package Rewards. The first is a reward that does not have a dollar value and constitutes a reservation. This first type of reward can only be redeemed via the Customer Center at which time you will receive confirmation of the reservation. The second type is a Travel Certificate that consists of a gift card for travel or accommodation, in which case the Travel Certificate does not constitute a reservation and you should note the following:

- (a) You are responsible for making all reservations with the participating establishment (a Travel Certificate may be required prior to making advance reservations with the participating establishment).
- (b) We do not guarantee availability of specific locations for specific dates.
- (c) Travel Certificates will not be honored retroactively in connection with any prior Purchases at a participating establishment.
- (d) Blackout dates and other restrictions may apply to Travel Certificates.
- (e) The number of Points required to obtain a Travel Certificate denominated in a currency other than the U.S. dollar may fluctuate with the relevant exchange rate.

Please call the Customer Center should you have any question regarding the type of Vacation Package Reward you received.

### **Tailored Travel Rewards**

37. You can arrange for your Tailored Travel Reward in the following ways:

(a) Directly, by charging the entire travel Purchase to your Card (provided that in the case of a Corporate Card, it has personal expense charging privileges); provided that if you do so, you must call the Customer Center once the Charge is posted to your Account so as to arrange for the desired number of Points to be redeemed in order to provide you with a credit to your Account (please allow 7 to 10 business days for a credit in respect of a Tailored Travel Reward to post to your Account).

(b) By using the third party links to travel and accommodation providers which are at [www.clubrewardsus.com](http://www.clubrewardsus.com).

38. Any type of travel, including airline tickets, hotels, car rentals, cruises and travel packages may be booked as a Tailored Travel Reward. Airline ticket redemptions may be for economy, business or executive class, first class, one-ways, roundtrips, open jaws, stopovers and multi-leg flights. All applicable taxes, services charges and booking fees are your responsibility and may also be paid for with Points. Travel insurance may not be purchased with Points.

39. If a paper ticket is requested, any additional costs associated with providing a paper ticket, including the cost of shipment, are your responsibility and may either be paid for by redeeming Points or by charging the cost to your Card.

### **Experience Rewards**

40. Purchase of an experience rewards voucher does not guarantee you entry to a specific event or activity. Depending on your selection and the amount of advance notice given, it is possible that some dates may no longer be available. You are responsible for checking the availability of your preferred event or activity before making your final plans.

### **Club Rewards Points-To-Cash**

41. You may redeem Points for cash that will be paid only in the form of a credit to your Account. Redemptions must be made in 15,000 Point increments, or any other Point increments we may designate from time to



time at our sole discretion. We may refuse to complete any redemption under this section if doing so would create a credit balance in your Account.

## **Merchandise and Gift Certificates**

42. Delivery of in-stock merchandise and gift certificates shown in the Catalogue will be made by courier whenever possible and will ordinarily be delivered within 4 to 6 weeks. Shipments cannot be made to a post office box. Shipments outside of the continental U.S. may require additional shipping and handling fees. Delivery of alcoholic beverages to certain states is prohibited by state law. Recipients of alcoholic beverages must be over 21 years of age.

43. Gift certificates:

- (a) will not be honored retroactively in connection with any prior Purchases;
- (b) will be subject to the gift certificate suppliers' terms and conditions and will have no value except when used in accordance with those terms and conditions; and
- (c) gift certificates will be shipped according to value: those valued under \$200 will be sent by U.S. postal service and those valued at \$200 or more will be shipped by courier.

44. Your receipt of a gift certificate does not constitute a reservation. Please note the following:

- (a) You are responsible for making all reservations with the participating establishment (a gift certificate may be required prior to making advance reservations with the participating establishment).
- (b) We do not guarantee availability of specific locations for specific dates.
- (c) Certain gift certificate providers charge fees for inactivity. Accordingly, we can only guarantee that gift certificates will be redeemable at full face value (i.e. no deductions for inactivity) for six (6) months from the date of your order.

45. Most merchandise items available through the Program are backed by a manufacturer's warranty with proof of purchase. To receive a replacement copy of a warranty or proof of purchase, please contact the Customer Center.

## **Return Policy**

46. Merchandise shown in the Catalogue carries a 100% satisfaction guarantee against workmanship defect or shipping damage for 30 days from the date of your order. This does not apply to perishable items. Do not attempt to return an item or shipment without contacting the Customer Center first.

47. Items returned must be unused, undamaged and in their original shipping containers. MP3 players and electronic games must be un-opened with the factory seal intact for a return to be approved. Please refer to sections 20(a) and 32 for additional terms and conditions pertaining to certificates.

48. We reserve the right to refuse to exchange merchandise or refund Points, if an item is returned without adhering to this return policy.

## **Customer Center Contact Information and How to Order**

49. For questions relating to the Program or rewards or to place orders, you can contact our Customer Center. Call toll free 1-800-234-4034. The Customer Center is open Monday through and Sunday from 9:00 a.m. to 9:00 p.m. eastern time (the Customer Center is closed on all U.S. banking holidays).

50. There are two ways to order:

(a) **Online** — Orders can be placed through the Catalogue available at [www.clubrewardsus.com](http://www.clubrewardsus.com).

(b) **By Phone** — Ordering through the Customer Center is a faster way to receive your Club Rewards goods or services.

## **General Program Terms**

51. If you do not want to participate in the Program, please call the Customer Center.

52. Certain Corporate Card Accounts are not eligible to participate in the Program. If you have a Corporate Card, you must contact your program administrator to see if you are eligible to be enrolled in Program, and if you

are, you may be billed an annual Club Rewards fee.

53. We reserve the right to revoke your participation in the Program at any time.

54. All dollar references in these terms and conditions are to U.S. dollars.

55. All fees, charges and Point-conversion rates and the current Terms and Conditions of the Program are disclosed on the website ([www.clubrewardsus.com](http://www.clubrewardsus.com)) and are subject to change from time to time without notice.

56. Should events beyond our control, such as, but not limited to, computer equipment or electronic data transmission failure, breach of security, strikes, acts of God, civil disturbance, terrorism or war, materially affect our suppliers or otherwise affect the ability to offer Program services, the Program may be suspended or terminated.

### **Program Changes and Termination**

57. We reserve the sole right to do each of the following without prior notice: (a) change any of the terms or conditions of the Program; (b) change the pricing or Point conversions in respect of any reward; and (c) cancel, change or substitute items available through the Program. We will not provide you with any cash or credit allowance as a result of any such changes.

58. We reserve the right to terminate the Club Rewards Program upon 6 months' notice at any time.

### **Disclaimers**

59. Administrative Point management, redemption and reward fulfillment services are provided by TSYS Loyalty, which assumes all responsibility and liability for the provision of such services. TSYS Loyalty operates as an independent contractor and is not affiliated with us or Diners Club International Ltd. Neither we nor TSYS Loyalty shall be liable for (i) any lost, stolen, or damaged correspondence, documents or tickets; and (ii) any bodily harm,

property damage or loss that may result from participation in the Program or a service provider's lack of provision or failure to provide services, for any reason.

60. Every effort has been made to ensure that the information in the Catalogue and in any mail that you receive is accurate. We are not responsible for any misprints, errors or omissions.

61. All services, merchandise and travel rewards are supplied by third-party vendors who are solely responsible for the services and merchandise supplied. By redeeming your Points, you release us and our parents, subsidiaries and affiliates from any and all liability arising as a result of, or with respect to your redemption or use of your Points as well as in respect of any product, service or reward for which your Points were redeemed.

62. We are not affiliated with, nor do we sponsor, any vendors or suppliers who are participating in the Program.

## **Rewards**

63. Some items may require assembly.

64. The number of Points required for a reward that is denominated in a currency other than the U.S. dollar may be subject to change as foreign exchange rates fluctuate.

65. All Program rewards are subject to availability. We reserve the right to discontinue rewards or make substitutions of rewards of equal or greater value, in each case, without advance notice. If a suitable substitution is not available, we will credit your Account for any Points that were deducted with respect to the unavailable reward. Program rewards are void where prohibited by law.

66. We reserve the right to refuse to process any Personalized Reward request.

67. Every reward in the Catalogue is shown with a Point value, which includes all applicable sales taxes, as well as any shipping and handling charges within the U.S. Federal or state income tax, liability and any other federal, state or local taxes or fees, including environmental fees, are your responsibility.

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