

## **Terms and Conditions**

### **Eligibility**

1. The Membership Rewards Programme ("Programme") is available to Basic Personal Card, Blue card, Gold Credit Card, Platinum Credit Card, Green Card, Gold Card, Platinum Card, Centurion Card and Business Cardmembers and other Cards that American Express Saudi Arabia ("AESA") may issue from time to time. Basic Corporate Cardmembers may also enroll in the Programme unless their company has chosen not to participate in the Programme. Supplementary Cards will automatically be included with the Basic Card on enrollment. Supplementary Cards cannot be enrolled separately from the Basic Card.
2. There is a US\$ 25 annual Membership Rewards® ("MR") administration fee, charged against expenses involved in administering the Programme, except as otherwise provided below. This annual MR administration fee is waived for the first year of enrollment. The annual MR administration fee is waived for Platinum Cardmembers. For Corporate Cardmembers who enroll their Corporate Card in the Programme, the annual MR administration fee is US \$50. Basic Cardmembers may enroll all their American Express Card accounts of the types listed above in the Programme ("Linked Accounts"). Enrolled Corporate Cards from the same company cannot be pooled into one Membership Rewards Programme Account. Any points earned by a Corporate Card shall accrue to the respective Corporate Cardmember, and not the Corporate Account.\*
3. The annual MR administration fee for the Programme will be billed to the Cardmembers account on the enrollment date, and thereafter, automatically each year on the enrollment date anniversary, and is not refundable. The enrollment date will be considered the first day of the month in which the Programme enrolment application processing is completed by American Express Saudi Arabia.\*
4. All Linked Accounts must be in good standing (i.e. not overdue or in collection) at the time of enrollment. Any Card account which is not in good standing at the time of enrollment will not be eligible for enrollment in the Programme.
5. All Linked Accounts must be billed in US Dollars or Saudi Arabian Riyals to be eligible for enrollment in the Programme.

### **Accrual of *Membership Rewards* points ("points") in the Programme.**

1. Each Card enrolled in the Programme will accrue one point in their Programme account for every eligible US Dollar 1 or SAR 3.75 charged and billed on the Cardmembers Linked Accounts.
2. The Cardmember will not accrue points in his/her Programme account for the US Dollar or Saudi Arabian Riyal amount of any charge processed and billed by American Express Saudi Arabia prior to the enrollment date.

3. Points accrued in a Cardmember's Programme account for any given year will be carried forward on the enrollment date anniversary provided all other conditions set out herein have been met.
4. Eligible charges do not include the following:
  - Express Cash and ATM withdrawals
  - Service Charges
  - Late Payment Fees and Referral Charges
  - Foreign Exchange
  - Annual Fees
  - Debit and Credit Adjustments
  - Fees on Returned Payments and Cash Withdrawals
5. Points accrued in any Programme account do not constitute property of the Cardmember and are not transferable by operation of law or otherwise to any person or entity and cannot be transferred to any other Programme account.
6. Credits posted to a Cardmember's Linked Account (other than Cardmember payments received), including those arising from returned goods or services, will reduce the points accrued in the Cardmember's Programme account.
7. Points accrued in the Programme account have no cash or monetary value.

### **Converting or Redeeming points**

1. Points accrued in the Cardmember's Programme account may be converted into any one or more frequent flyer programmes of participating airlines or converted into frequent guest points of participating hotels. The Cardmember must first join or be a member of the relevant frequent flyer or frequent guest programme(s) prior to requesting conversion. Enrolment in such programme(s) is the Cardmember's responsibility.
2. A Cardmember may convert points in their Programme account to programmes of participating airlines and hotels, in the points increments indicated in the Programme communications.
3. Cardmembers are subject to and must comply with the terms and conditions of the frequent flyer/guest programmes of the participating partners' programmes in which they are enrolled and the terms and conditions of the vouchers issued.

4. American Express Saudi Arabia assumes no responsibility for points converted from a Cardmember's Programme account into a participating partner's programme or for the actions of any participating partner. American Express Saudi Arabia assumes no responsibility for the provision of goods and services by participating partners in relation to a Cardmember's use of vouchers or otherwise.
5. Any reward available in the Programme is subject to change with or without notice.
6. The Cardmember insurance programmes listed below will not apply to flights taken with frequent flyer tickets, even if such tickets were obtained by using points converted from a Programme account. Insurance coverage will only be activated pursuant to the terms and conditions of such coverage.
  - Travel Accident Insurance
  - Travel Inconvenience Insurance
  - Personal Liability

### **Rewards**

1. All Rewards are subject to availability. Certain Rewards are available only during the time periods described in the Programme communications. Certain restrictions apply to Rewards. Terms and conditions of each Reward are set forth in Programme Communications. Merchants participating in the Programme are subject to change. Some Rewards have limited availability.
2. Redeemed Rewards are not refundable, exchangeable, replaceable, redeemable, or transferable for cash, credit other Rewards, or points under any circumstances.
3. By redeeming Rewards, the Cardmember releases American Express Saudi Arabia and its parent, subsidiaries, and affiliates from any and all liability regarding the redemption or use of Rewards, or other participation in the Programme.
4. Rewards must be redeemed in accordance with Programme communications. American Express Saudi Arabia and participating merchants are not responsible for replacing lost, stolen, or mutilated certificates.
5. American Express Saudi Arabia reserves the right to modify or cancel any Reward at any time without prior notice.
6. Any additional travel or accommodation arrangements made in connection with any Reward will be the sole responsibility of the Cardmember.

## **Certificates**

1. Membership Rewards certificates and vouchers (collectively "Certificates") may not be combined with any other promotional offers from American Express Saudi Arabia or participating merchants.
2. Certificates are valid at participating merchants only, until the expiration date printed on the front of the Certificate.
3. Certificates must be surrendered at redemption, and no photocopies of Certificates will be honoured.
4. Fulfillment of the Certificates is the sole responsibility of the participating merchant, not American Express Saudi Arabia.
5. Certificates are not valid toward previous purchases, and cannot be used as payment on existing account balances with either the participating merchant or American Express Saudi Arabia. Certificates have no other cash value.
6. Certificates are not transferable unless otherwise noted on the certificate.
7. Certificates are void where prohibited by law.
8. Unless otherwise stated on the Certificate, Certificates for Rewards offered do not include any taxes, which are the sole responsibility of the Cardmember.
9. Use of any Certificate is subject to any additional restrictions listed on the Certificate.

## **Programme Account**

1. Points accrued in the Cardmember's Programme account may be converted to a participating frequent flyer/guest programme or otherwise redeemed provided that the Cardmember's Programme account has not been cancelled or terminated by American Express Saudi Arabia or the Cardmember (except as provided below) at the time of conversion request and all of the enrolled Linked Accounts are in good standing. If any Linked Account is not in good standing, the Cardmember's enrolment in the Programme may be cancelled or points accrued in the Programme account may be forfeited. A Cardmember's enrollment in the programme will be cancelled and points accrued in the Programme account forfeited if the Cardmember has at any time failed to adhere to the Cardmember Agreement.

2. If for any reason American Express Saudi Arabia cancels any Linked Account(s), any points accrued in the Programme account will be forfeited. If American Express Saudi Arabia reinstates the Linked Account(s) within six (6) months of cancellation, any points accrued in the Cardmember's Programme account may be redeemed, provided all other conditions set out herein have been met.
3. If a Cardmember has more than one American Express Card account enrolled in the Programme, voluntarily cancels any Card account, and keeps at least one American Express Basic Card account enrolled in the Programme, any points accrued in the Programme account as a result of charges billed to the cancelled Card account will remain valid in the Programme account provided all other conditions set out herein have been met.
4. If a Cardmember voluntarily cancels enrollment in the Programme or cancels all Linked Accounts enrolled in the Programme, but keeps at least one American Express Card, the Cardmember will have up to six (6) months in which to re-enroll in the Programme in order to reactivate any points previously accrued in the Programme account prior to such cancellation. Such points will then be available for redemption.
5. If a Cardmember cancels all Linked Accounts and cancels all Cards issued by American Express Saudi Arabia, all points accrued in the Programme account will be forfeited immediately.
6. Once accrued points in a Cardmember's Programme account have been redeemed, the points cannot be converted back into the Cardmember's Programme account.

## **General**

1. American Express Saudi Arabia reserves the right to terminate the Programme at any time without prior notice. American Express Saudi Arabia also reserves the right to change the Programme terms and conditions at any time including but not limited to points required for any Reward.
2. The request for redemption must be made by the Basic Cardmember. Basic Cardmembers must initiate a request for redemption of points by calling American Express Saudi Arabia toll free number at 800 124 2229, sending a fax to +966 (11) 474 9007, sending an email to [membership.rewards@americanexpress.com.sa](mailto:membership.rewards@americanexpress.com.sa) or writing to American Express Saudi Arabia Membership Rewards®, P.O. Box 6624, Riyadh 11452, Kingdom of Saudi Arabia.
3. Fraud or abuse relating to the accrual of points in the Programme or conversion of points may result in forfeiture of accrued points as well as cancellation of a Cardmember's Programme account and any American Express Card account.

4. American Express Saudi Arabia's failure to enforce a particular term or condition does not constitute a waiver of that term or condition by American Express Saudi Arabia.
5. All questions or disputes regarding eligibility for the Programme or the eligibility of points for accrual or conversion of points will be resolved by American Express Saudi Arabia at its sole discretion.

### **Merchandise items Terms and Conditions**

1. Redemptions are subject to product availability, Cardmember's should ensure to request their redemption at the earliest possible time to avoid cancellation or alternative redemptions.
2. Once the signed voucher(s) is received by American Express Saudi Arabia, no changes or cancellations can be done regarding the selected product.
3. If a chosen product is not available, American Express Saudi Arabia will inform the Cardmember of any similar alternative products. Should the Cardmember redeem an alternative product, the variation in Membership Rewards® points will be added/deducted from his Membership Rewards® balance. Alternatively, should the Cardmember wish to cancel his redemption, his Membership Rewards® balance will be credited with the respective Membership Rewards® points. American Express Saudi Arabia has the right to cancel any redemption request and the Cardmember will be informed accordingly.
4. Redemption request must be signed and submitted by the Basic Cardmember. American Express Saudi Arabia will not accept any redemption request sent by a Supplementary Cardmember.
5. Delivery will take a minimum of three (3) weeks. In case delivery is delayed, American Express Saudi Arabia will notify the Cardmember by either telephone or the email address American Express Saudi Arabia has on record about the expected delivery date. American Express Saudi Arabia will not be held responsible for any delay in delivery.
6. If the item received is incorrect or defective, the Cardmember should inform American Express Saudi Arabia of such error or defect within a maximum of five (5) working days from the date of receipt of delivery. American Express Saudi Arabia will coordinate with the respective courier to collect the defective item from the Cardmember. American Express Saudi Arabia will replace the item, if available, or credit the Cardmember's Membership Rewards® account with the respective Membership Rewards® points redeemed. American Express Saudi Arabia will not be held responsible for any incorrect or defective product received.
7. For the avoidance of doubt, redemption of products and vouchers cannot be exchanged for cash.

Shari'a Certificate Ref#: AMX-1013-09-01-01-19

Fatwa Reference No. for Credit Cards on Tawarruq Model: AMX-902-08-04-06-18

Fatwa Reference No. for Charge Cards on Tawarruq Model: AMX-359-01-01-08-15

8. American Express Saudi Arabia Membership Rewards® terms and conditions apply.
9. Points allocated for product redemptions are subject to change without prior notice.
10. These vouchers should be completed and faxed back to American Express Saudi Arabia and cannot be used directly at Merchant outlets.