

# MedPoints Rewards Program Terms & Conditions

Bankmed offers Cardholders exciting, alluring, beneficial and practical rewards. While enjoying their spending, points are accumulated to their Card account. Cardholders are free to choose their rewards from a variety of items that are useful for Cardholders and suitable as presents. The MedPoints rewards merchandise line-up is all about freedom of choice.

## PREAMBLE

This agreement sets out the Terms and Conditions that govern the MedPoints Rewards Program.

## DEFINITIONS

In this agreement the following expressions shall have the following meaning unless the context otherwise requires:

**"Bank", "Bankmed", "we", "us" and "our"** refer to Bankmed sal a company duly incorporated under the laws of the Republic of Lebanon, commercial register no. 5261 Beirut, list of banks no. 22, Beirut, Lebanon;

**"You", "your", "yours" and "Cardholder"** refer to you as Cardholder of a Card issued by us;

**"Main Cardholder"** means a Cardholder who holds a Card that is issued by us and in whose name the Card account is held;

**"Card"** means each card issued by us that is eligible to participate in the MedPoints Program as determined by us from time to time and currently includes namely Platinum, Gold, Classic and Business Full Option and Standard Cards having a US\$ or Lebanese Pound base currency;

**"Earn Rate"** means 1 point for every US \$10 (or its equivalent in other currencies) spent in Net Purchases on the Card;

**"Net Purchase"** means the dollar value of goods and services purchased with a Card, less any credits, returns or other adjustments reflected on the Card billing statement;

**"MedPoints Program"** means the MedPoints Rewards Program;

**"Supplementary Cardholder"** means a Cardholder who holds a Card that is issued by us as a Supplementary Card associated with a Main Cardholder's Card account;

**"Terms and Conditions"** refers to the terms and conditions of the MedPoints Program, as amended or supplemented from time to time by us; References to "points" means points issued in accordance with the MedPoints Program unless otherwise provided.

## MAIN & SUPPLEMENTARY CARDS

Main and Supplementary Cards are automatically enrolled in the MedPoints Program; however, the MedPoints Program and points are for the sole benefit and use of Main Cardholders.

- Points earned by a Supplementary Cardholder can only be redeemed by the Main Cardholder. Points will only be issued to the Main Cardholder and will be recorded in the Card's account of the Main Cardholder.
- Although their Cards are automatically enrolled in the MedPoints Program, Supplementary Cardholders are not considered participants in the MedPoints Program because their Cards are issued on the Main Cardholder's Card account. Supplementary Cardholders do not have any rights against us in respect of the MedPoints Program or points.
- In the case of business Cards, the Program and points are also for the sole benefit and use of the company in whose name the Card account is opened. Points can only be earned by, issued to and redeemed by the company.

## FEES

Presently the Main and Supplementary Cards are automatically enrolled in the MedPoints Program, free of charge. We may introduce fees or change the fees that we charge for participation in the MedPoints Program.

## POINTS CALCULATION

- We may change the rate at which you earn points or otherwise change the calculation of points.
- Main Cardholders can transfer the available points between the Cards they hold.

- Subject to these Terms and Conditions and to any possible change, points are calculated on Net Purchases charged to your Card.
- Each purchase is multiplied separately by the applicable Earn Rate (i.e. one 1 point for every US\$10.00 in Net Purchases charged to your Card accounts) to determine the number of points. However, only full points will be earned. A fraction of one point is rounded down. Therefore, No fractions of points are computed or accumulated. Here is an example:  
For a purchase of US\$69.49, total points earned will be as follows:  
(1x69.49)/10=6.949 rounded down to 6 points)
- Points will be deducted for each return and adjustment of goods and services purchased by the Cardholder. Each return or adjustment is multiplied by the Earn Rate to determine the number of points to be deducted. A fraction of one point to be deducted will be rounded down on the same basis as points earned as described in these Terms and Conditions. Points will be deducted for returns or adjustments from points earned and will also be deducted from future issued points for returns or adjustments which are not fully offset by points earned.
- Items submitted to us or recognized by our systems as being cash transactions, annual fees, finance charges and/or other fees or charges are not eligible to earn points.
- At our discretion we may, but are not obligated to offer special promotions or additional opportunities to earn points at the rate and on the terms and conditions as we may determine from time to time.
- Points will not be calculated on a purchase, return or adjustment until it is posted to your Card account.
- Points are reflected on the Card statement.
- Points earned on purchases or deducted on returns or adjustments are credited to or deducted throughout your Card account billing periods. Your monthly Card statement shows a summary of points earned and available for redemption.

## POINTS REDEMPTION

- Points earned can only be redeemed by the Main Cardholder.
- Points are not accumulated for any purchases made prior to enrolment in the MedPoints Program.
- In order to redeem points, the Card must be active (meaning not cancelled by you or by us) and all Cards enrolled must be in good standing (meaning no account is cancelled, past due or otherwise in default under the terms governing the use of the Card).
- Points may be redeemed not later than thirty-six (36) months from the date earned by the Cardholder unless otherwise provided at our sole option and discretion.
- The Bank issues a voucher authorizing the Main Cardholder to collect the selected reward item from the participating merchant.
- Upon the Main Cardholder written request, **airline tickets** and reward vouchers may be issued in another person's name as may be nominated by the Main Cardholder.
- Reward vouchers will be valid and honored within a period of thirty days from the date of issue and then expire unless otherwise determined at our sole option and discretion.
- Once earned points have been redeemed for any reward, the points cannot be transferred back into the Card account.
- Points may be redeemed for a variety of reward items from the MedPoints Catalogue.
- Points can not be redeemed for cash.
- Delivery of the rewards at participating merchants is made by presentation of the original voucher issued by the Bank and legal proof of identity.
- All rewards are subject to availability. Certain rewards are available only during limited time periods. Certain restrictions apply to rewards. Merchants participating in the MedPoints Program and specific rewards are subject to change. In case of unavailability of merchandise rewards, substitutions may be possible by another reward that we determine as of equal value.
- Redeemed rewards are not refundable, exchangeable, replaceable, redeemable, or transferable for cash, credit other rewards, or points under any circumstances, unless specifically permitted by these Terms and Conditions.
- Once earned points have been redeemed for any reward, transactions pertaining to redeemed points immediately become no longer contestable by the Cardholder.

## REWARDS

- Vouchers are valid at participating locations of merchants only.
- Local airport fees, surcharges, taxes, and optional merchant services such as refueling, upgrades to higher car, hotel or air ticket classes, extra-day and drop charges, additional driver fee, Collision Damage Waiver, and optional insurance such as Theft Protection are not covered and are the responsibility of the Cardholder to check with the merchant.
- Car renter must meet participating rental car establishment's standard driver, credit, and age qualifications in effect at time and place of rental.

- All rentals are subject to availability and require an advance reservation. Vouchers are redeemable for the car class and rental length indicated on the face of the Voucher.
- Some rewards have limited availability and restrictions. For details of restrictions please contact the participating merchant directly. In this respect you should note that some restrictions on the availability of Hotel Room Night vouchers may apply. Cardholders are subject to and must comply with the terms of hotel room night vouchers issued. For details of restrictions please contact the participating hotel directly.
- All points' redemptions for travel services are subject both to availability, and to service or airline ticket conditions.
- Points may be redeemed for airline tickets which must be booked through the merchants listed in our catalogue. Airline tickets have restrictions based on availability at time of booking and seasons.
- Airline tickets may be issued in any name designated by the Main Cardholder. Tickets are non-refundable and non-transferable. Lost, stolen or expired tickets may be replaced at the discretion of the airline and are subject to applicable fees and merchant regulations.
- The Cardholder is responsible for choosing his travel accommodation and for obtaining the appropriate travel documentation such as passports and entry visas.
- Rewards vouchers for using Hotel facilities or airline tickets are valid subject to availability at time of booking and seasonality.
- The Bank assumes no responsibility for the provision of goods and services by participating hotels in relation to a Cardholder's use of room night vouchers or otherwise. Any additional travel or accommodation arrangements made in connection with any reward will be the sole responsibility of the Cardholder.

## **EXPIRY/CANCELLATION/TERMINATION/TRANSFER/AMENDMENT**

- We may cancel or reverse any points not properly issued. We may refuse to issue points or redeem rewards or we may cancel points already issued to you if we consider you to be in default under the terms governing the Card, if we have reason to believe that you caused or allowed a breach of the conditions of use of a Card or a breach of these Terms and Conditions, or for any other reason.
- We reserve the right to cancel, change or substitute the rewards or the MedPoints Program at any time with or without notice. Required point levels for rewards are subject to change without notice.
- We reserve the right to change these Terms and Conditions at any time without notice. We may also terminate and otherwise change the MedPoints Program.
- All points earned from fraudulent activity will be cancelled or reversed.
- The Bank reserves the right to disqualify anyone from participating in the MedPoints Program, refuse to award or redeem points, and cancel the card of any person(s) that have violated or now is/are in violation of any of the MedPoints Program rules, including but not limited to acts of fraud or other abuse.
- If for any reason we cancel any Card account enrolled in the MedPoints Program, all points earned will be forfeited. All Card accounts must be active and not cancelled in order to participate in the MedPoints Program.
- Points earned do not constitute property of the Cardholder and are not transferable nor can be inherited except as permitted in accordance with these Terms and Conditions.
- Points have no cash or monetary value and are non-negotiable and may be redeemed only against rewards designated by Bankmed in accordance with these Terms and Conditions.
- When upgrading your Card, the available points on the previous Card are automatically transferred to your new Card if the new card issued by us is eligible to participate in the MedPoints Program as designated by us from time to time.

## **LIMITATION OF LIABILITY AND ADDITIONAL TERMS**

- Cardholders are solely responsible for determination of any tax or other liability arising out of earning or redemption of points.
- Cardholders are subject to and must comply with any additional terms, conditions and restrictions that apply to rewards.
- Any increase in the current value-added tax (V.A.T.) rates is the liability of the Cardholder who shall pay such increases when collecting the selected reward.
- Merchants are independent contractors and are neither agents nor employees of the Bank. The Bank shall not be liable for any delays or errors or acts by these Merchants.
- The Cardholder releases us from any and all liability to Cardholders, guests of Cardholders or any other person regarding the redemption of points, the receipt or use of any reward or other participation in the MedPoints Program. We are not responsible for lost or stolen rewards, vouchers or tickets (including without limitation gift cards or merchandise rewards).
- Any additional meals, transportation or accommodation arrangements (or other incidental expenses) made in connection with redeeming or taking advantage of any reward will be the sole responsibility of the Cardholder.
- The Bank and participating merchants are not responsible for replacing lost, stolen, or mutilated vouchers or tickets.
- The Bank reserves the right to modify or cancel any reward at any time.
- The Bank gives no warranty regarding the rewards.

- To the extent permitted by applicable law and subject to any provisions in these Terms and Conditions which limit our liability, we will not be liable to you or any third party for any incidental, indirect, consequential, special, punitive or exemplary damages of any kind whatsoever arising from or in connection with the MedPoints Program, points, rewards, including, without limitation, lost revenues, loss of profits or loss or interruption of business. In no event shall we be liable to you for any delay in or failure to perform due to causes beyond our control, including, without limitation, any act of God or any act or omission of a third party.
- Every effort has been made to ensure that the information contained in the MedPoints catalogue is correct. Our bank is not responsible for errors or omissions and reserves the right to correct any error and to refuse redemptions where incorrect information has been included in the catalogue.
- The sections under the heading Limitation of Liability and Additional Terms in these Terms and Conditions will survive termination of your participation in the MedPoints Program.

## USE OF INFORMATION

- The Bank may, at any time disclose information about a Cardholder's account to third parties in order to administer and service your MedPoints Program account and manage any benefits in which you are enrolled.
- The Cardholder agrees to waive the Banking Secrecy by allowing the Bank to disclose names and addresses of Cardholders with third parties to facilitate the fulfillment and delivery of rewards.
- The Cardholder acknowledges that the Bank has the right to announce the names of Cardholders who receive rewards from the MedPoints program, the number of points earned and the type and amount of rewards received.

## MISCELLANEOUS

- The terms and conditions that govern the use of the Cards are separate from these Terms and Conditions. Accordingly, these Terms and Conditions do not amend or revoke any of the provisions of the terms and conditions that govern the Card. In case of any inconsistency between these Terms and Conditions and the Bankmed Payment Cards terms and conditions, the provisions of the latter will prevail.
- All questions or disputes regarding eligibility for the MedPoints Program or the eligibility of points for earning or redemption of rewards will be resolved by us in our sole discretion.
- The headings to each section of these Terms and Conditions are added for convenience and do not change the meaning of any provisions of these Terms and Conditions.
- These Terms and Conditions will be governed by the laws of the Republic of Lebanon.
- Any abuse of the program conditions or any misrepresentation of any information provided by the Cardholder to Bankmed may result in the termination of the Cardholder membership in the MedPoints program.

***For additional information about available rewards, the number of points required for each reward, minimum transfer requirements and additional terms, conditions and restrictions with respect to particular rewards and the MedPoints Program please contact Bankmed MedCards Helpdesk on 01 - 70 80 90***