

## AA REWARD POINTS PROGRAMME RULES

These are the terms and conditions ('Rules') which govern the AA Reward Points Programme ('Programme'), they are an agreement between you and the AA and are separate from your agreement with MBNA for the AA Credit Card. We may change the Rules at any time – please read the section below ('Making changes and how we'll let you know') for details. It's your responsibility to review the Rules and be aware of any changes. By using your credit card account or participating in the Programme, you are confirming that you agree to keep to the Rules that are in force at that time.

MBNA administers the Programme on behalf of AA Financial Services Limited ('AA', 'our', 'us' or 'we'). References to AA include its subsidiary and parent companies, any subsidiary of any of its parent companies and any person to whom we transfer any of our rights or obligations under the Rules.

### AA Membership

To qualify for an AA Members Credit Card you must have a valid AA Membership or Members Club number and must provide your membership number to MBNA during the application process for an AA Credit Card. If you fail to provide your AA membership number during the application or at any point your AA Membership ceases then you will only be able to earn Reward Points at the level applicable to AA non-members. We reserve the right, in accordance with these Rules, to switch the rate at which customers earn Reward Points if they are no longer eligible for the version of the reward scheme that they were initially enrolled upon. Please see 'How Reward Points work' below for details of the different rates at which Reward Points can accrue.

#### AA Member/Non-Member Credit Cards

##### How Reward Points work

Earning Reward Points (referred to throughout as 'Points') is simple. Points are calculated on each individual card purchase charged to the account, including purchases made by any additional cardholder. If you're an AA Member Credit Card customer, you'll earn two Points for every £1 of card purchases made on AA products, motoring and fuel and, for all other card purchases you'll earn one Point for every £1 spent on the card.

If you're an AA non-Member Credit Card customer you'll earn one Point for every £1 of card purchases made on AA products, motoring and fuel and, for all other card purchases one Point for every £2 spent on the card.

The number of Reward Points you earn depends on how the retailer has categorised itself with the payment networks, which we have no control over. For example, even if you make a purchase relating to an AA product, motoring or fuel, unless that retailer has categorised itself correctly with the payment network then you will only earn the lower level of Reward Points for all such purchases. A retailer may become categorised or may cease to be categorised as an AA product, motoring or fuel retailer at any time without our knowledge. If you are ever concerned that you have not earned the Points you think you should have, please let us know.

#### AA Rewards Plus Credit Card

##### How Reward Points work

Earning Reward Points (referred to throughout as 'Points') is simple. Points are calculated on each individual card purchase charged to the account, including purchases made by any additional cardholder. You'll earn three Points for every £1 of card purchases made on fuel up to a limit of £2,000 spend per year from the date of account opening and, for all other card purchases (including fuel purchases once the £2,000 cap has been reached) you'll earn one Point for every £2 spent on the card.

The number of Reward Points you earn depends on how the retailer has categorised itself with the payment networks, which we have no control over. For example, even if you make a purchase relating to fuel, unless that retailer has categorised itself correctly with the payment network then you will only earn the lower level of Reward Points for all such purchases. A retailer may become categorised or may cease to be categorised as a fuel retailer at any time without our knowledge. If you are ever concerned that you have not earned the Points you think you should have, please let us know.

### How to keep track of the Points you have earned

Keeping track of your Points is simple too. We have a dedicated website which allows you to keep track of how many Points you've earned. To access this website you need to go to [theaa.com/managemycard](http://theaa.com/managemycard) and enrol for Online Card Services where you'll find a link to the Reward Points website. Points will usually show on the website within two days of the transaction being applied to your credit card account. Your monthly credit card statement will also show the Points you've earned that month and how many you have available to spend as of the statement date. Points will not be visible or accessible to you until you have made at least one card purchase.

**How to redeem Points**

Redeeming your Points is also easy. There is a separate site, accessible through Online Card Services, which has been specially designed for you to redeem Points. Just visit the Reward Points website to check how many Points you have available, then click through to the redemption site to redeem your Points. You can redeem your Points online for AA Products, catalogue items, merchandise, cash back, travel, shopping vouchers or other items (together 'Rewards') which are available on the redemption site. If you choose to redeem your Points for cash back, then MBNA will apply a credit of the requisite amount to your credit card account.

**When Points are earned and when they expire**

For new customers, Points will begin to accrue from the date your first card purchase is applied to your credit card account. If you are an existing credit card account customer, and your account is newly enrolled in the Programme, you will only start to earn Points for card purchases that are made after enrolment. Points will then accrue on subsequent card purchases applied to your account.

In addition to the Points you earn against card purchases, we may also make bonus Points available from time to time. Bonus Points will be applied after you have qualified for the relevant bonus.

If unused, Points will expire two years after they have been earned. Expiry takes place on the last day of the month following the month in which they were earned two years previously. So for example: Points earned in August 2013 will expire on 30 September 2015.

**What you won't earn Points on and how they will be deducted**

Points are only earned on card purchases, as described in these Rules. They are not earned on any other type of transaction (that includes cash substitute transactions such as non-sterling currency, casino and gambling type transactions), or finance charges, default charges, interest, payment protection insurance premiums, fees (that includes non-sterling transaction fees and card fees) or any other account activity, unless we specifically contact you with details of a special offer. We may withhold or withdraw Points accrued or earned on card purchases made whilst your account balance is in credit.

Unauthorised or fraudulent transactions (including, but not limited to, those made with a lost, stolen or cancelled card) do not earn Points. We may withhold or withdraw any Points accrued or earned against such transactions.

Redeemed Points are deducted from your Points balance as of the date you place an order for a Reward. We will determine the specific Points redemption level, based on the value of each Reward at the time you redeem your Points. All Points are considered fully redeemed once the applicable Reward has been ordered.

Any refund or adjustment to a card purchase will result in the corresponding Points being deducted from the Points balance. Your statement will show a negative Points total if the number of Points deducted is greater than the number of Points available in that statement period. If a card purchase refund or adjustment is made after you have redeemed the Points earned against that purchase, we may cancel the Reward, cancel delivery of it or withhold subsequent Points.

**Eligibility to earn and redeem Points**

To participate in the Programme and be able to earn and/or redeem Points, your account must be open and you must not be in breach of your credit card agreement terms and conditions. (So, for example, if you are late making any payment due on your credit card account, you will be unable to earn or redeem any Points until you have made that payment. Likewise, if your balance is over your credit limit you will be unable to earn or redeem any Points until your balance is back below the credit limit.) Where we believe that there has been a breach of the terms and conditions of your credit card account, we may withdraw Points already awarded.

**Making changes and how we'll let you know**

We may change these Rules at any time. You can read the current Rules by going to [theaa.com/managemycard](http://theaa.com/managemycard) and enrolling for Online Card Services, where you'll find a link to the Reward Points website. When any change is made, we'll post the updated version of these Rules on the Reward Points website. Each updated version of the Rules will replace the prior version(s) entirely, unless otherwise stated. It is your responsibility to review the Rules to be aware of any changes.

We may:

- change, limit or end the Programme, or any part of it;
- discontinue, or replace any Reward with a reward of similar specification;

- modify, limit or remove any or all of the participating partners, benefits, features or special offers, at any time.

Changes may affect outstanding transactions and Points and may include, but are not limited to, the number of Points required to receive Rewards, the type of transactions qualifying for Points, the type of Rewards, and the maximum number of Points earned per month or year, or otherwise, if applicable.

We reserve the right to withdraw the entire Programme or remove the Programme from selected customers. We will give you 30 days' written notice if the Programme is being removed from your credit card account.

#### **What happens to Points if your account is closed**

If your credit card account is closed all unused Points are immediately forfeited.

#### **Information about Rewards**

MBNA operates this Programme, although the Rewards and the redemption website service are provided by a specialist service operator. The service operator's own terms and conditions will govern all aspects of redemption activity commenced or conducted through the website. Nothing in these Rules is intended to conflict with or supersede the service operator's own terms and conditions. Some Rewards may be subject to additional terms as imposed by the relevant Reward provider. MBNA does not endorse or guarantee any of the goods, services, information or recommendations which are provided to you by third parties (that includes any information provided by the service operator or displayed on the redemption website). The service operator provides this service to you on our behalf, but is not our agent or part of MBNA or any group, organization, or entity endorsing an MBNA credit card offering.

The service operator is only able to deliver products to mainland UK and Northern Ireland addresses. It cannot deliver to the Channel Islands, Isle of Man, Orkney, Shetland and Scottish Islands, BFPO addresses, or the Republic of Ireland. Signature may be required upon delivery and delivery charges may apply. Rewards are subject to availability and will usually be dispatched within 28 days of placing your order (unless you are informed otherwise).

#### **General**

Unless otherwise indicated, words that appear in these Rules shall have the same meaning as the words in the 'Meanings' section of your credit card agreement. If there is ever a discrepancy between these Rules and the terms and conditions of your credit card agreement, then the credit card agreement shall prevail.

We reserve the right to:

- disqualify anyone from participating in the Programme;
- refuse to award or permit earning and/or redemption of Points; and
- close your credit card account

if, in our judgment, you or any other person(s) acting with your permission using the credit card have violated any of the Rules (including but not limited to, acts of fraud or other abuse).

Points you have earned cannot be combined with Points earned on any other credit card account issued by us (whether or not the other account is held by you). Points earned or redeemed (including cash back) cannot be used as a contribution to or a substitute for, your monthly credit card minimum payment.

Discrepancies about Points earnings are not treated as credit card billing disputes. Our decision regarding all aspects of the Programme (including Points accrual, redemption and any discrepancies) shall be final.

At our discretion, you may be given the option to obtain a Reward using only Points or a combination of Points and a card purchase using your credit card, subject to the terms and conditions of your credit card agreement. If you are given the opportunity to use a combination of Points and a card purchase, we reserve the right to apply a requirement for a minimum number of Points to be used.

If you do not use the Reward Points website to redeem your Points, then you may not be able to redeem against certain items, or at all. Please remember that our Online Card Services, Mobile Card Services and Mobile Text Services Terms and Conditions of Use apply in respect of the Reward Points website. Please refer to the 'Information about Rewards' section above for information about the terms applicable to the redemption service and website.

Unless we specifically authorise it, Points and Rewards can't be combined with other discounts, special rates, promotions or other rewards programmes offered by MBNA, or any other entity, including airline frequent flier,

hotel frequent guest, or other travel related or membership rewards, charge or credit card programmes, whether in the UK or abroad.

Points have no intrinsic cash value, are non-negotiable, and cannot be redeemed for any benefit except those Rewards designated by us, or on our behalf. Points are not your property and are not transferrable under any circumstances. You are responsible for any tax liabilities arising from your participation in the Programme.

Nothing in the Rules shall operate to exclude or limit liability for:

- personal injury or death caused by negligence of MBNA or its sub-contractors;
- fraudulent misrepresentation; or
- any other liability which may not be excluded under law.

Except as set out above, neither MBNA nor its sub-contractors shall be responsible for indirect, special or consequential loss, loss of profits, economic loss, loss of goodwill or loss of reputation in connection with or arising out of the receipt (or non-receipt), ownership (or non-ownership) or use of a Reward. In any event, the aggregate liability (whether in contract, tort or otherwise) for loss or damage of each of MBNA and its sub-contractors shall be limited to the actual value of the Rewards in relation to any claim or series of claims arising out of, or in connection with, the receipt (or non-receipt), ownership (or non-ownership) or use of a Reward. This does not affect your statutory rights as a consumer.

We are not responsible for delayed or lost correspondence, sent by post or any other form of delivery, including email. We assume no responsibility for any error, omission, interruption, deletion, defect, or delay in operation or transmission, theft, destruction or unauthorised access to, or alteration of Points accrued and redeemed or other Programme activities. We shall have no liability for disagreements between cardholders regarding any aspect of the Programme. Neither MBNA nor its sub-contractors shall have any liability for fulfilling Rewards requests in good faith in response to any person claiming authority to act on your behalf. We shall have no liability for Points that fail to accrue correctly, or at all, as a consequence of or related to the way in which a retailer has categorized itself or transactions it generates, with the payment networks.

Headings are for reference only and shall not alter or affect the meaning of these Rules, or any part of them.

We may, at any time, transfer to any person any or all of our rights and our duties in respect of the Programme or any part of it. If arrangements regarding the Programme do not change as a result of any such transfer, then we may do this without notice, but we will tell you if or when the arrangements do change. We may also arrange for any other person to carry out our rights or duties in respect of the Programme. Your legal rights and rights under these Rules will not be affected. You may not transfer any of your rights or duties in respect of the Programme.

We can delay enforcing or choose not to enforce any or all of our rights under these Rules, in whole or in part, without losing them. We may apply our rights again at any time without telling you.

If we cannot enforce a Rule it will not affect any of the other Rules; if we cannot enforce any part of a Rule it will not affect the other parts of that Rule.

These Rules are governed by English law. The courts of England and Wales have non-exclusive jurisdiction in relation to any disputes. We will only communicate with you in English.

If you have any questions regarding these Rules, please contact us.

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