

1. GENERAL

Membership Rewards™ is the programme offered by The Mauritius Commercial Bank Ltd to reward its Cardmembers for using their American Express® Cards.

2. DEFINITIONS

With reference to all communications regarding Membership Rewards™, the following terms are defined as follows:

«**Bank**» means The Mauritius Commercial Bank Ltd.

«**Card(s)**» means the primary and any supplementary American Express® card(s) (Gold American Express®, Green American Express®) issued by The Mauritius Commercial Bank Ltd.

«**Cardmember**» means the holder of the primary Card, and who has signed the Bank's Cardmember Agreement.

«**Cardmember Agreement**» means the agreement between the Bank and the Cardmember with regard to issued American Express® Cards.

«**Membership Rewards™**» or «**Programme**» means the rewards programme operated by the Bank, according to which the use of the Card at service establishments accepting American Express® is rewarded with points that Cardmembers can redeem as further described below.

«**Points**» means the points earned on eligible card transactions performed with the use of the Card, and may be redeemed by the Cardmember as further described below.

«**Reward**» means the possibility the Cardmember has to redeem those Points collected in ways further described below, as well as in the information materials sent by the Bank.

«**Partners**» means businesses or organisations participating with the products and/or services in the Programme and having special agreements with the Bank.

«**Programme Account**» means the Points account the Bank maintains to correspond to Cardmembers' Card account(s) and is the account in which Points are stored according to the relevant terms and conditions of collecting and redeeming points.

«**Point Activity Statement**» means the particular information notice sent by the Bank to the Cardmember stating the total number of Points collected and redeemed.

3. ELIGIBILITY CRITERIA

- All approved and active eligible Cards can participate in the Programme in accordance with the Cardmember Agreement.
- Supplementary Cards shall automatically be included with the Primary Card on enrolment. Supplementary Cards cannot be enrolled separately from the Primary Card.
- An annual fee shall be charged for participation in the Membership Rewards™. The annual fee for the Membership Rewards™ shall be charged to the Primary Card only and will be billed to the Cardmember's account on the enrolment date, and thereafter, automatically each year on the enrolment date anniversary. The enrolment date shall be the first day of the month in which the enrolment application processing is completed by American Express®. The annual fee for the Membership Rewards™ is not refundable.
- All Cards participating in the Membership Rewards™ must be in good standing (i.e. not overdue or in collection). Any Card account which is not in good standing shall not be eligible for enrolment in the Programme or for rewards redemption.

4. POINT COLLECTION – VALIDITY PERIOD – REDEMPTION

- The Cardmember collects Points by using the Card at merchants accepting the American Express® Card in Mauritius and abroad.
- The Cardmember earns one (1) Point for each Mauritian Rupee (MUR) spent. Points collected on transactions performed through supplementary cards are added to the Cardmember's Programme Account. Only the Cardmember is entitled to redeem these Points.
- Points are not accrued on cash advance transactions, payment of outstanding balances, fees or interest charges.
- Points accrued in any Programme account shall not constitute property of the Cardmember and are not transferable to any person, entity and/or other Programme account.
- Credits posted to a Cardmember's Account (other than Cardmember payments received), including those arising from returned goods or services, shall reduce the Points accrued in the Cardmember's Programme account.
- The Bank shall send informative materials to the Cardmember in connection with Point redemption possibilities for a range of Rewards, and shall promptly notify the Cardmember in case of edits to the process or offerings.
- In the case of a complete or partial cancellation, for any reason whatsoever, of any transaction for which Points were earned, the equivalent number of Points is automatically subtracted from the Cardmember's Programme Account.
- The Bank, in its sole and absolute discretion, may on certain occasions offer Cardmembers additional Points for using the Card at certain merchants and/or for a certain time period as well as for other reasons, which shall be officially announced on a timely basis to Cardmembers through appropriate marketing channels.
- In case the Cardmember Agreement expires for whatever reason, any Points, which have not yet been redeemed, shall be automatically erased from the Programme Account.
- The Bank reserves the right, in its sole and absolute discretion, to alter or cancel the Programme at any time.
- The Cardmember may redeem Points for certificates, products and/or services of establishments that participate in the Programme.
- The Partners, the Points redemption process and any modification to the Programme, shall be announced to Cardmembers through appropriate communication channels as decided by the Bank.
- Points shall not under any circumstances whatsoever be redeemed for cash.
- The Cardmember may redeem Points as long as:
 - these Points have been accrued;
 - the Card is valid and active;
 - there are no late payments for card balances due;
 - the Cardmember Agreement is in effect, and
 - the Cardmember provides any personal identification information at the time of the redemption.
- The Bank reserves the right to suspend Point redemption privileges to Cardmembers who do not satisfy the 'good standing' criteria of the Bank.

5. OTHER CONDITIONS

- Participation in the Programme reflects complete and unconditional acceptance of its Terms and Conditions.
- Rewards are subject to availability. The Bank shall not be held responsible or liable in case of inability to fulfill on a particular out-of-stock reward.
- The Bank shall not be held responsible for any acts or omissions on behalf of third-party Partners.
- The Bank reserves the right to modify the Programme's Terms and Conditions, to replace the Programme with another and/or cancel it and notify such cancellation of the Programme to Cardmembers through appropriate communication channels as so decided by the Bank.
- The Cardmember formally and irrevocably authorises the Bank to disclose his/her personal data to third-party legal or actual parties for the purpose of administering the Programme, and servicing the Cardmember within the guidelines of the Programme.
- The present Terms and Conditions are construed in accordance with the laws of the Republic of Mauritius and all disputes in relation hereto shall be submitted to the jurisdiction of the Courts of the Republic of Mauritius.
- The present terms and conditions are supplementary to those contained in the Cardmember Agreement. For matters not contained within it, all terms and conditions of the Cardmember Agreement remain in full force and effect.