

ClubMiles Rewards Programme Terms And Conditions

1. INTRODUCTION

- 1.1. These terms and conditions become effective upon completion of the registration process for ClubMiles and acceptance of the terms.
- 1.2. You are required to read and understand the full contents of the Terms.
- 1.3. You are obligated to comply with these Terms as they are a binding agreement between you and Diners Club.
- 1.4. **Important clauses, which may limit our responsibility or involve some risk for you, will be in bold. You are required to pay special attention to these clauses.**

2. DEFINITIONS

- 2.1. **Card** means Diners Club charge card (Privé and/or Platinum), Diners Club corporate card, Diners Club lodged cards, and/or any other card issued by Diners Club.
- 2.2. **Channel** means the various options available for us to contact each other. These include, but are not limited to the Diners Club Member Services Centre, e-mail, telephone, and/or the Website.
- 2.3. **ClubMiles** means the loyalty rewards programme, established in accordance with the CPA, and offered to you by us, and that rewards you for your relationship with Diners Club.
- 2.4. **Collect/Collecting** means the process whereby you can accrue Miles when using your Card(s).
- 2.5. **Collection/Collect Rate** – means the rate at which Diners Club calculates the Miles that are credited to your ClubMiles membership account.
- 2.6. **CPA** means the Consumer Protection Act 68 of 2008, as amended from time to time
- 2.7. **Diners Club** means Diners Club of South Africa (Proprietary) Limited.
- 2.8. **Diners Club Member Services Centre** means the contact center at 0860 Diners (0860 346377)
- 2.9. **FICA** means the Financial Intelligence Centre Act, 38 of 2001, as amended from time to time and including subordinate legislation.
- 2.10. **Good Standing** means your Diners Club accounts are up to date, not in arrears, dormant, or overdrawn; your account is FICA'd, or is considered to be in good standing for any other reason.
- 2.11. **Participating Miles Vendor** means the vendors from whom you can Collect and Redeem Miles.
- 2.12. **Personal Information** means information about an identifiable, natural or juristic person, including but not limited to, information about race, gender, sex, marital status, nationality, ethnic or social origin, colour, sexual orientation, age, physical or mental health, religion, belief, disability, language, birth, education, identity number, telephone number, email, postal or street address, biometric information and financial, criminal or employment history as well as correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or any other correspondence that would reveal the contents of the original correspondence.
- 2.13. **PIN** means the confidential personal identification number used for operating your ClubMiles account.
- 2.14. **Process** means any operation or activity, whether automated or not, concerning Personal Information, including: collection; receipt; recording; organisation; collation; storage; updating or modification; retrieval; alteration; consultation; use; dissemination by means of transmission, distribution or making available in any other form; merging, linking, as well as blocking, degradation, erasure or destruction of information. Processing will have a similar meaning.
- 2.15. **Pro-Rated Refund** means the refund you receive for the unused portion of your annual membership fee when you cancel your membership to ClubMiles.
- 2.16. **Redeem** means the transaction whereby you exchange your Rewards for ClubMiles products and services.
- 2.17. **Miles** mean the rewards you can Collect and Redeem through ClubMiles.
- 2.18. **Secondary Cardholder** means the additional ClubMiles member who is issued a secondary membership number, off a primary Diners Club account, and who has, with the primary account holder's consent, registered for ClubMiles.
- 2.19. **Third-Party Vendor** means a pre-approved external vendor, from whom you can purchase goods and services, but who are not Participating Miles Vendors.

- 2.20. Web Portal** means the ClubMiles Travel Mall online facility where you can buy various travel-related products and services, including flights, and accommodation at www.clubmiles.co.za.
- 2.21. Website** - means the Diners Club website with the address www.dinersclub.co.za.
- 2.22. You/your** - means a Diners Club member and/or Secondary Cardholder who has registered as a member of ClubMiles.

3. CLUBMILES ACCOUNT

- 3.1. You are required to activate your ClubMiles account on the Website.
- 3.2. You are required to create a PIN for your ClubMiles account.
- 3.3. You can track your transactions by logging into your ClubMiles account
- 3.4. You are responsible for the safety of your ClubMiles account and PIN. Diners Club will not be liable should your ClubMiles account or membership number be copied or compromised, unless it is proven that a fraudulent activity has been perpetrated on your ClubMiles account.
- 3.5. You must let Diners Club know if your ClubMiles account number is compromised or your PIN has become known to any other person. Diners Club will suspend your ClubMiles account, pending the change in PIN or the compromise being resolved.
- 3.6. ***You must call the Diners Club Member Services Centre immediately to prevent your ClubMiles number from being used.***
- 3.7. ***Subject to clause 3.4 above, you will be responsible for all payments made with your ClubMiles account before it is closed.***

4. COOLING-OFF PERIOD AFTER REGISTRATION

- 4.1. Should you wish to close your ClubMiles account, you may do so at any time by calling the Diners Club Member Services Centre.
- 4.2. Notwithstanding clause 4.1, you have a 7 day cooling off period, calculated from the date of registration wherein you will receive a full refund upon cancellation. If you close your ClubMiles account after this period, you will receive a Pro-Rated Refund into your Diners Club account.
- 4.3. Diners Club reserves the right to close your ClubMiles account at any time, if necessary, to protect its interests.

5. COLLECTING REWARDS POINTS

- 5.1. You Collect Rewards when you use your Card to pay for qualifying transactions
- 5.2. The Collection Rate will be calculated as:
 - 5.2.1. Platinum Cards will Collect 1Mile per rate will be at **R8.00** spent;
 - 5.2.2. Prive Cards, will Collect 1Mile per **R5.50** spent; and
 - 5.2.3. Corporate cards including Aviation Services card will collect 1 Mile per **R12.50** spent.
- 5.3. Qualifying transactions made with the primary Card will accrue to the primary cardholder's ClubMiles account, at their Miles Collection Rate.
- 5.4. Qualifying transactions made with Secondary Cards will accrue to the Secondary Cardholder's ClubMiles account at their Miles Collection Rate.
- 5.5. Participating Miles Vendors, Collection Rates, and rules are at the Participating Miles Vendor's business discretion and may change on at least 20 business days' notice to you.

6. CONDITIONS FOR COLLECTING MILES

- 6.1. **Good Standing**
 - 6.1.1. If your Diners Club account is not in Good Standing, you will not Collect any Miles until the account is brought back into Good Standing.
- 6.2. **Fraudulent Collecting of Rewards**
 - 6.2.1. Diners Club may end your participation in the ClubMiles if it is proven that you have Collected Miles fraudulently. All Miles fraudulently gained will be lost.
 - 6.2.2. Diners Club may suspend your ClubMiles account, pending an investigation, during which time you will not be able to Collect or Redeem any Miles.

7. EXPIRY OF MILES

- 7.1. All Miles are valid for 3 years from the date of issue. Should you not Redeem your Miles before this time, they will expire.
- 7.2. You cannot Redeem your Miles if your Diners Club account is not in Good Standing. Should your Miles points expire during this time of non-Redemption, they will be lost.

8. REDEEMING MILES

- 8.1. You may Redeem your Miles on the Web Portal.
- 8.2. ***You are responsible for making sure that the information you submit to process a Redemption is correct. Diners Club cannot be held liable for losses as a result of incorrect information you have supplied. Diners Club accepts no liability whatsoever if you decide to transfer Miles to another ClubMiles member.***
- 8.3. When you Redeem your Miles, the transaction will be processed against your available Miles balance. You will only be able to Redeem Miles up to the value in your ClubMiles account.
- 8.4. If you do not have sufficient Miles, you can buy Miles on the Web Portal, using your Card.
- 8.5. You authorise Diners Club to deduct the full amount of each transaction from your ClubMiles account whenever your Miles are used to pay for a transaction or ticket booking.
- 8.6. Unless expressly stated, no warranties, transaction protection, insurance, other promises, or services are given by Diners Club.

9. REFUNDS

- 9.1. Diners Club will reverse any Miles in respect of any bookings and services that are refunded on your ClubMiles account or Cards.
- 9.2. If you do not have any Miles in your ClubMiles account to reverse your ClubMiles account will go into a negative balance and the Miles will be reversed as they become available.
- 9.3. All qualifying ClubMiles transactions that are cancelled will be refunded in Miles, subject to payment of a cancellation fee.

10. FEES

- 10.1. ClubMiles membership is subject to a fee, which can be found on the Website.
- 10.2. In providing the service, administration and/or penalty fees may be charged, which fees can be found on the Website.
- 10.3. We may change the fees after giving you 20 business days' notice.

11. STATEMENT DISCREPANCIES

- 11.1. If there are any errors on your monthly ClubMiles account statement, you must please call the Diners Club Member Services Centre within 60 days of the date of the statement, failing which, the statement will be deemed correct and final.
- 11.2. You may request a ClubMiles account statement or you may check your statement on your profile on the Website at any time.

12. INCORRECT ALLOCATION OF MILES

- 12.1. We may reverse any incorrect Miles allocated to your ClubMiles account by way of an account debit.
- 12.2. If an incorrect allocation is Redeemed before changes can be made, the value of these Miles may be recovered in accordance with the process in clause 9.2 above.
- 12.3. Diners Club reserves the right to terminate your membership if the Miles cannot be recovered.

13. CLUBMILES ACCOUNT CANCELLATION

- 13.1. Voluntary cancellation
 - 13.1.1. You may close your ClubMiles account at any time.
 - 13.1.2. It is your responsibility to Redeem your Miles before closing your ClubMiles account, failing which the Miles will be lost.
- 13.2. Deceased estates
 - 13.2.1. ClubMiles membership will be suspended on notification of death of a member. The executor of the deceased estate is required to submit to Diners Club a certified copy of the member's death certificate as well as an official instruction as to which other member the Miles must be transferred to. If there is no nominated member, the Miles will be lost.
 - 13.2.2. Correspondence regarding deceased estates must be conducted through the Diners Club Member Services Centre. If Diners Club does not receive an instruction within 24 months after the first notification of death, all un-Redeemed Miles will be lost.

14. RE-REGISTRATION

- 14.1. If you decide to re-register for ClubMiles within 12 months of closing your ClubMiles account, you will be charged a re-joining fee.

15. WEBSITE

- 15.1. Diners Club are not liable for any losses incurred by you should you fail to end a session correctly or fail to protect your log-in information.**
- 15.2. This Website and the content on it may not be copied, reproduced, republished, uploaded, posted, transmitted or distributed.
- 15.2.1. Unauthorised use of this Website and/or the materials contained on it may violate applicable copyright, trademark or other intellectual property laws or other laws.
- 15.3. You are required to use and update hardware and software (computer equipment and programs) suitable for the Website. Should you not, the Website may fail to operate efficiently, which may lead to increased security risks on your part.
- 15.4. Diners Club may change, suspend or close the Website temporarily or permanently without notice. Diners Club may also limit certain services, features or functions, and restrict access to all or parts of any service on the Website.
- 15.5. Your use of this Website is dependent on factors beyond Diners Club's control, such as the network coverage or availability of your Internet service provider. Diners Club is not liable for any loss or damages you may suffer should a factor beyond its control arise and you are unable to access this Website.**
- 15.6. The Website may contain hyperlinks to external websites. By making the hyperlinks available, Diners Club does not in any way endorse the products and/or services, terms or content of the external websites.

16. SECURITY MEASURES

- 16.1. If you believe that the security measures which are place to protect your ClubMiles account have been compromised, please call theDiners Club Member Services Centre immediately in order to report this.

17. MARKETING CONSENT

- 17.1. In order to provide you with the optimal benefit of ClubMiles, it is Diners Club's responsibility to communicate with you. This may take the form of promotional, deals, product reviews, and special offers.
- 17.2. Your voluntary participation in ClubMiles will be deemed as you giving us permission to communicate to you such ClubMiles updates, specials, discounts, and your balance.
- 17.3. Any permission granted by you is specific to your ClubMiles membership and is not affected by any other marketing consent you may have given for any other Diners Club products.
- 17.4. You may opt out of any ClubMiles marketing at any time by contacting the Diners Member Services Centre.

18. PRIVACY NOTE

- 18.1. You hereby expressly consent Diners Club to collect and process your Personal Information to:
- 18.1.1. open, administer and operate your ClubMiles account;
- 18.1.2. monitor and analyse the conduct on your ClubMiles account and Card for credit, fraud, compliance and other risk-related purposes;
- 18.1.3. carry out statistical and other analysis to identify potential markets and trends, and
- 18.1.4. develop new products and services.
- 18.2. You further expressly consent that Diners Club may:
- 18.2.1. Process and further Process your Personal Information within Diners Club for the above purposes;
- 18.2.2. give your Personal Information to any Diners Club service provider or an entity that acts as its agent, or to whom Diners Club has transferred or proposes to transfer any of its rights and duties in respect of your ClubMiles account. Some of these persons may be located in countries outside of the Republic of South Africa, and
- 18.2.3. share your Personal Information with Diners Club service providers, locally and outside South Africa, as necessary. Diners Club requires persons who provide services to it to agree to its privacy policies, if they need access to any Personal Information in order to carry out their services.
- 18.3. You acknowledge that:
- 18.3.1. Diners Club will at all times remain responsible for determining the purpose of and means for Processing your Personal Information;
- 18.3.2. Diners Club is required by various laws, including FICA, to collect some of your Personal Information;
- 18.3.3. Without your Personal Information Diners Club may be unable to continue offering ClubMiles services to you; and
- 18.3.4. You are giving us your Personal Information voluntarily.
- 18.4. Diners Club may make changes to information, graphics, features, functionality or services or links at any time without notice.
- 18.5. These terms are not negotiable and you may not change any of these terms.
- 18.6. Your telephone conversations with the Diners Club Member Services Centre, will be recorded and stored for record-keeping purposes for 5 years from the date of the transaction and/or call to the Diners Club Member Services Centre.

19. DISCLAIMERS AND EXCLUSIONS OF LIABILITY

- 19.1. *You expressly agree that use of the Internet is entirely at your own risk.*
- 19.2. *Diners Club do not warrant that the functions provided by the Website will be uninterrupted or error free, or that the Website or the server that makes it available is free from viruses or other harmful components. Note: We highly recommend that you use industry-endorsed anti-virus, anti-spam and anti-phishing software in order to make your online experience less disruptive.*
- 19.3. *Diners Club is not responsible for any Miles lost as a result of service interruption or delay resulting from circumstances beyond its reasonable control, such as power cuts or a failure, malfunction or delay in an electronic data terminal, ATM, network or other system.*

20. INDEMNITY

- 20.1. **To the maximum extent allowed by law, you hold us harmless against any loss or damage suffered by us as a result of our reliance on any warranty, representation or information given by you in relation to these terms and conditions.**

21. INTELLECTUAL PROPERTY RIGHTS

- 21.1. Diners Club keeps all intellectual property rights in all content published on or via the Website, including but not limited to all proprietary information, trademarks and copyright in any logos and other graphics and multimedia. You may view content and download one copy of it onto a computer or other device or storage media, and you may print and make paper copies of it, but only if:
- 21.1.1. it is for personal use or decisions regarding the ClubMiles, Website and/or Web Portal;
- 21.1.2. it is not used for any commercial purposes; and
- 21.1.3. any copy of the content or portion of it from any part of the Website shows a copyright notice.
- 21.2. The logos and trademarks on the Website are registered and unregistered trademarks or those of other parties. Nothing on the Website is a licence (permission) or right to use any trademark or any other intellectual property for any other purpose.
- 21.3. You may not, without Diners Club prior written permission, use such intellectual property or that of a third party.
- 21.4. Even if any content on the Website is not confidential or there is no copyright in it, Diners Club holds exclusive rights therein.

22. GENERAL

- 22.1. Diners Club may at any time change these terms upon reasonable written notice.
- 22.2. It will be assumed that you have received any notice you within 7 days of posting, or on the same day if delivered by hand, or sent by fax, or email.
- 22.3. From time to time, ClubMiles may require Third-Party Vendor participation. In such instances, the Third-Party Vendor's terms will apply.
- 22.4. ***It is your responsibility to make sure that you understand all Third Party Vendor and Participating Miles Vendor terms and conditions.***
- 22.5. Your street address on your registration form is your chosen address for receiving any legal notices and documents. You must please immediately update your contact details, if your address changes.
- 22.6. You agree that Diners Club may institute legal proceedings in the Magistrate's Court, even if such claim exceeds the jurisdiction of the Magistrate's Court.
- 22.7. A favour or concession you receive will not affect any of Diners Club's rights against you.
- 22.8. ***In the event of legal action you agree that you will be liable for the expenses for recovering any amounts owed, including legal fees of an attorney at own client scale, collection fees and tracing fees.***
- 22.9. A certificate signed by a Diners Club manager (whose appointment need not be proved) showing the amount owed is sufficient proof of the facts stated on the certificate, unless the contrary is proved.
- 22.10. These terms are governed by South African law, despite any other country's laws.
- 22.11. If access to your ClubMiles account is closed or suspended, for any reason, Diners Club will not be responsible for any loss resulting from any act or omission by it or any third party. This includes claims arising in contract, delict, or statute for direct, indirect, consequential or special damages, including loss of profit.

23. COMPLAINTS AND QUERY RESOLUTION

- 23.1. If you wish to communicate a complaint or query regarding ClubMiles, please call the Diners Club Member Services Centre or E-mail: Clubmilesinfo@dinersclub.co.za.
- 23.2. If you require information on bookings, please call the Diners Club Member Services Centre or contact the ClubMiles Travel Mall on Email: Travelinfo@dinersclub.co.za.