

Rewards Shop Terms of Use

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1 Object

- 1.1 The Swisscard Rewards Shop ("**Shop**") is an offer from Swisscard AECs GmbH ("**Issuer**") to acquire goods or other assets, vouchers, services, and donations or other services such as insurance or upgrades (collectively "**Rewards**") from the individual providers ("**Loyalty Partners**"). Rewards are acquired by redeeming bonus points ("**Points**") or in another way provided for by the Issuer (e.g., using the Card). The Issuer can itself provide Rewards in the Shop. Insofar as the present Rewards Shop Terms of Use ("**Terms of Use**") refer to Loyalty Partners, they apply in this case accordingly to the Issuer. The Issuer has appointed Logylogic Rewards FZE (Dubai/UAE) to operate the Shop.
- 1.2 The following persons are permitted to use the Shop:
- holders of specific primary and company cards or additional means permitted for processing cashless payments that are issued by the Issuer ("**Card(s)**"),
 - in case of company cards, the company, when the company itself is entitled to the points credited for the use of the company cards, and not the individual cardholder, whereby a) and b) shall hereinafter be referred to as "**Client**".
- 1.3 These Terms of Use regulate the relationship between the Client and the Issuer in acquiring Rewards. They are valid in addition to the other applicable provisions governing the relationship between the Issuer and the Client, especially:
- the Terms and Conditions for Charge Cards and Credit Cards from the Issuer ("**General Conditions**");
 - special terms and conditions for participation in bonus programs by acquiring points ("**Terms of Participation**");
 - the SwisscardLogin Terms of Use, and
 - the legal notices and the data protection statement, which can be found on the Shop's web page.
- 1.4 In addition, terms and conditions of the relevant Loyalty Partner ("**Partner General Conditions**"; e.g., provisions about frequent flyer programs) may apply to redemption of Points and delivery of Rewards. The Partner General Conditions can be accessed either in the Shop or at the individual Partner. They may be subject to change. Insofar as such changes affect Clients, they will normally be communicated to them directly by the Loyalty Partners. In case of any contradictions, the present Terms of Use shall, within their scope of application, take precedence over the Partner General Conditions and the provisions listed under Section 1.3.
- 1.5 Clients' acquisition of Rewards in the Shop can be made dependent on the use of SwisscardLogin, which is subject to its own terms of use and duties of care regulated therein. The Issuer is entitled to enable acquisition of Rewards in other ways on a case-by-case basis and at its own discretion. In this case, the Issuer can provide special regulations for individual cases.
- ### 2. Provisions on Redeeming Points
- 2.1 Points that were validly acquired according to the Terms of Participation and are neither lapsed, blocked, or excluded from redemption for other reasons can be redeemed according to the present Terms of Use. Depending on the Reward,

however, redemption of Points can be restricted or excluded. In this respect, the Terms of Participation apply together with the information in the Shop in general, particularly the description of Rewards. Disbursement of Points in cash or offsetting Points against claims of the Issuer or another Loyalty Partner is excluded.

- 2.2 Purchasing Rewards against payment or additional payment in cash is only possible insofar and to the extent that this is provided for by the Issuer. Insofar as the Client must pay a specific cash amount to acquire the Reward, the Client instructs the Issuer to charge this amount to his/her/its Card account. Ancillary services linked to customary card use (e.g., insurance services) shall not be applicable to such charge and, furthermore, no Points will be acquired.
- 2.3 Redemption of Points occurs upon instruction of the Client to the Issuer ("**Redemption Statement**"). The Issuer records the data transmitted in the context of the Redemption Statement and forwards it to the Loyalty Partner. In the context of the Redemption Statement, the Client determines the number of Points to be redeemed and any (additional) payment, as well as the Reward to be acquired. The redeemed Points will be deducted from the Client's Point account. **The Redemption Statement shall be transmitted to the Issuer in the manner indicated in the Shop. It will be confirmed after transmission in a suitable form, e.g., electronically, and is irrevocable and unalterable. Any exchange of a Reward for Points, cash, or other Rewards is excluded.**
- 2.4 Only the Rewards available in the Shop at the time of redemption can be acquired. The Issuer and the Loyalty Partners are authorized to change the Rewards offered at any time and without announcement, and particularly to remove Rewards from the selection. If a Reward is no longer available, the Issuer is authorized to deliver a substitute at its discretion or to credit the corresponding Points or the corresponding payment.
- 2.5 Display, representation, and description of Rewards, quantity and availability statements, and additional information about Rewards in the Shop or in notices to Clients do not represent a binding offer. Client instructions on redeeming Points or charging their Card accounts (Section 2.2) are only binding on the Issuer once the relevant Loyalty Partner has accepted the redemption. Any change or termination of the contractual relationship between the Issuer or any third party commissioned by the Issuer and a Loyalty Partner will also lead to a change or termination of the corresponding Rewards and/or offers. In this case, the Issuer can limit the number of Points that can still be redeemed for the Reward until the effective date of the change or termination.
- 2.6 **When Rewards are acquired by redeeming Points and any additional payment, the Client enters into a direct contractual relationship exclusively with the specific Loyalty Partner in this respect. In that case, the Partner General Conditions of such Loyalty Partner apply. The Issuer is merely an agent and not a party to this agreement, insofar as the Issuer itself does not act as a Loyalty Partner. All services arising from the redemption of Points will be provided directly by the Loyalty Partner.**

- 2.7 If Rewards are offered in the context of an auction, the Client can issue binding bids for Reward acquisition during the term of the auction in the form of Points. The corresponding conditions specified in the Shop and any applicable Partner General Conditions apply. In case of maximum bids, the Client's bids will be automatically increased up to the upper limit. At the conclusion of the auction, a contract is created between the Client whose bid was accepted and the relevant Loyalty Partner pursuant to the present terms and conditions, the conditions specified in the Shop, and the applicable Partner General Conditions. The amount of the successful bid must be paid accordingly. Payment must be made within three days unless otherwise provided. Delivery of the Reward will occur after payment. In the event of delay in payment, another bidder can be selected. Section 4 applies to system interruptions and failures during an ongoing auction.
- 2.8 The terms of delivery for Rewards are governed by the statements of the corresponding Loyalty Partner and its Partner General Conditions. No Rewards will be sent to addresses outside of Switzerland or the Principality of Liechtenstein.
- 2.9 The Client shall address/settle any complaints, warranty claims, and disagreements regarding the services to be provided by the Loyalty Partner to/with the relevant Loyalty Partner. With the exception of transmitting the Redemption Statement, the Issuer is not obligated to provide notices to the Loyalty Partner with effect for the Client or to accept and forward notices from the Loyalty Partner to the Client.
- 2.10 For purchases of goods or services by redeeming Points, insurance does not apply when the insurance coverage depends on use of the Card (e.g., means of transport or travel accident insurance or rental car and shopping insurance).
- ### 3. Taxes, fees, and costs
- Taxes, fees, and other costs that accrue in connection with a service by a Loyalty Partner and are not directly connected with the service shall be paid by the Client.**
- ### 4. Warranty and Liability
- 4.1 The Issuer is not responsible for services from other Loyalty Partners, particularly for correct and complete information about the nature, scope, and quality of the individual Rewards, the correctness of illustrations and descriptions of Rewards, the availability of Rewards, and the proper processing of orders. The Issuer excludes any and all liability in connection with the services to be provided by other Loyalty Partners, particularly for the fact that the nature, scope, and quality of these services corresponds to the Rewards described in the Redemption Statement. The Issuer is also not liable when these services are performed late or not at all. The Issuer is not liable for damages incurred by a Client in connection with utilization of a service from a Loyalty Partner.
- 4.2 The Issuer provides no assurances or guarantees and excludes all warranties for the uninterrupted availability of the Shop. Access to or the functionality of the Shop can be interrupted or limited at any time, with or without prior notice. The Issuer's liability in connection with the permanent or temporary, complete or partial unavailability of the Shop is excluded.

- 4.3 The Issuer further excludes any and all liability in connection with Points or vouchers that cannot be redeemed due to changes in the Terms of Participation or nonavailability of the Shop, and in connection with other behavior of other Loyalty Partners, including for behavior in breach of contract or law.
- 4.4 Insofar as the Issuer itself acts as a Loyalty Partner, it hereby entirely excludes its liability in connection with the Rewards it offers, with the exception of liability for express representations and for damages caused by gross negligence or wrongful intent.
- 4.5 The Issuer's legal or contractual liability arising from intentional or grossly negligent behavior of its directors or officers and any liability that is binding under applicable law shall not be restricted by Section 4.
- 5. Data processing**
- 5.1 **The Client authorizes the Issuer to process personal data about the Client (and in case of legal entities, about directors, officers and employees of the Client),** insofar as necessary for redeeming Points and processing Reward orders. This includes, for instance, information about the Client (including name, card information, and contact and delivery information), about Rewards and information from the Loyalty Partner about the Client (including information in connection with Rewards and complaints).
- 5.2 The Issuer is authorized to exchange personal data about the Client (and about directors, officers and employees of the Client in case of legal entities) with Loyalty Partners and third parties appointed by the Issuer or by such other persons for the purposes listed in Section 5.1, in Switzerland and abroad.
- 5.3 **The Issuer is further authorized to analyze the data collected in the context of the use of the Shop by the Client (particularly in information about acquiring Rewards) using technical means.** This analysis is used to determine purchasing affinities, i.e., the Client's interest for specific categories of Rewards. **The Issuer and appointed third parties can use this analysis to emphasize specific offers or to recommend them to the Client.** The Client may notify the Issuer at any time that it does not wish to receive offers pursuant to this section.
- 5.4 **Reward recommendations and other information about the Shop and about Rewards can be transmitted to the Client by mail, e-mail, or text message, or in another suitable manner.** If the Client does not wish to receive any advertising, the Client can notify the Issuer at any time that it does not wish to receive it.
- 5.5 The Client acknowledges that despite appropriate precautions by the Issuer and/or the Client, any and all electronic communication will be sent via channels that are neither secured nor confidential, and may therefore be viewed, intercepted, or changed by third parties, or may be lost. Under certain circumstances, third parties could therefore make conclusions regarding existing or future card relationships or other business relationships. Even if the sender and recipient are located in the same country, data transmission frequently also occurs through

third countries, i.e., including countries that do not offer the same level of data protection as does the Client's country of domicile.

- 5.6 **The provisions pursuant to this Section 5 shall apply as a supplement to Section 11 of the GTCs. In addition, the provisions of the Partner General Conditions in particular shall be complied with** (see Sections 1.3 and 1.4).

6. Other Provisions

- 6.1 The Client acknowledges that the use of the Shop from abroad may violate provisions of foreign law under certain circumstances. The Client is responsible for obtaining information in this regard. The Client further acknowledges that import and export restrictions may exist for the encryption algorithms, which it may violate under certain circumstances if it uses the Shop outside of Switzerland. In case of doubt, the Client must refrain from using the Shop from abroad. The Issuer declines any liability in this respect.
- 6.2 Amendment and termination of a contractual relationship between the Issuer (or any company commissioned by the Issuer) and a Loyalty Partner will lead to a change or termination of the corresponding Reward offer. In case of pending termination of the contractual relationship with a Loyalty Partner, the Issuer can limit the number of Points that can still be redeemed for Rewards from this Loyalty Partner up to the expiration of the contractual relationship with the corresponding Loyalty Partner. The Client will be informed thereof when the Client would like to redeem Points for Rewards from the corresponding Loyalty Partner.
- 6.3 The Issuer reserves the right to change these Terms of Use at any time. Affected Clients will be informed of any changes in suitable form. The changes shall be regarded as approved in the absence of a written objection by the Client prior to the effective date of the change, but at the latest at the next Redemption Statement. Moreover, the Issuer reserves the right to terminate the operation of the Shop at any time, in whole or in part, without stating its reasons. The Client will be informed of the termination in suitable form.
- 6.4 Cancellation or other form of termination of the Card relationship between the Client and the Issuer automatically leads (possibly after a transitional period) to termination of the right to acquire Rewards by redeeming Points in the Shop, without requiring separate termination.
- 6.5 Applicable law and place of jurisdiction conform to the provisions of the GTCs.

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