

US Program Terms and Conditions

Last Modified: January 19, 2018

This Program, brought to you by American Express Travel Related Services Company Inc. and its affiliates (collectively, “**AXP**”), allows you to redeem offers delivered or displayed through your account (each, an “**Offer**”) also known (the “**Platform**”). Please carefully review the following terms and conditions (this “**Agreement**”) before registering for the Program. These terms and conditions apply to anyone holding a US issued card.

By registering for any part of the Program, you are agreeing to be bound by these terms & conditions of this Agreement. If you do not agree with these terms & conditions, you should not register for the Program. Additionally, your participation in the Program is subject to the terms applicable to individual Offers (“**Offer Terms**”).

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A. Eligibility/Registration/Withdrawal

1. *Eligible Cards*

Only a valid American Express Consumer Card, a Business Card from American Express OPEN issued in the US by AXP or a licensed third party bank licensed to issue AXP-branded Cards, a registered American Express Serve® Card or a registered American Express Bluebird® Card are eligible for registration (“Eligible Card”). The following Cards are not eligible: American Express Corporate Cards, American Express® Gift Cards and Prepaid Cards excluding registered American Express Serve and Bluebird Cards. Use of your Eligible Card is subject to your agreement with American Express governing your Eligible Card account.

2. *Eligible Card Members*

In order to register your Eligible Card, you must:

- be at least 18 years old;

3. *Registration/Syncing/Connecting Eligible Cards*

If you are an Eligible Card Member you may register your Eligible Card through the Platforms by following these instructions and in accordance with the instructions provided on an applicable registration page.

- If you have any problems with your registration, please contact customer service:
- If you have a U.S. Card issued by American Express, you can chat with us. Go to [amex.co/chatnow](https://www.amex.co/chatnow) and log in to your American Express online account using your americanexpress.com User ID and Password and click on “Chat” to chat live with a Customer Care Professional.
- If you have a Card issued by a licensed third-party financial institution, please call the number on the back of your card to speak with a customer service representative.

If AXP does not receive information that identifies a transaction as qualifying for an Offer, the transaction will not qualify for the Offer. For example, your transaction will not qualify if it is not made directly with the merchant. In addition, in most cases, your transaction will not qualify if it is made with an electronic wallet or through a third party or if the merchant uses a mobile or wireless card reader to process it.

4. *Withdrawal from the Program*

For assistance, please contact customer service:

- If you have a U.S. Card issued by American Express, you can chat with us. Go to [amex.co/chatnow](https://www.americanexpress.com/chatnow) and log in to your American Express online account using your americanexpress.com User ID and Password and click on “Chat” to chat live with a Customer Care Professional.
- If you have a Card issued by a licensed third-party financial institution or a registered American Express Serve® Card or Bluebird® Card, please call the number on the back of your card to speak with a customer service representative.

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B. How the Program Works

1. *Offers*

To redeem an Offer, you must have an active Eligible Card account which is not in default (for American Express Serve™ Cards, you must have available funds), and you must comply with the applicable Offer Terms. AXP may provide Offers with redemption instructions other than in paragraphs a through d below (e.g., “Redeem Online”) and additional terms and conditions. Transactions that satisfy all requirements specified in the Offer Terms and this Agreement are referred to as “**Qualifying Transactions.**”

Please note that hotels, car rental companies, and cruise lines do not accept prepaid cards for charges authorized in advance, even if those cards may be used to settle the final bill. Please check to make sure prepaid cards are accepted before attempting to use your prepaid card to take advantage of offers for these merchants.

Issuance of Statement Credits. Statement credits will appear on your statement within ninety (90) days after the end of the applicable offer period, provided that we receive information about the Qualifying Transactions. Statement credit may be reversed if a Qualifying Transaction is returned/cancelled.

Membership Rewards. Please note that your ability to earn other types of rewards—such as Membership Rewards—based on spending may be based, in the case of Qualifying Transactions, on the charge after any statement credits have been applied. If the Qualifying Transaction is subject to finance charges, such charges may accrue on the total amount of the Qualifying Transaction prior to the application of any statement of credit, and the balance upon which such charges are assessed may include the gross amount of your Qualifying Transaction from the date such transaction was made (i.e., without any savings from the Offer being applied). You will be responsible to pay amounts due as provided in the terms of your agreement with American Express governing your Eligible Card account (as defined below).

Foreign Currency Transactions. You can also benefit from Offers while travelling. When you make a Qualifying Transaction in a foreign currency, the applicable Statement Credit will be credited in your local currency using the exchange rate at the date the Statement Credit is applied.

Offer Availability. Enrollment in Offers may be limited. Unless otherwise disclosed in individual Offer Terms, Offers will be available until enrollment limits are met and/or 11:59pm MST on the day of Offer expiration.

2. *Questions Regarding Transactions Appearing on Your Statement or in a Notification*

If you have any questions regarding a transaction appearing on your statement, or in an email communication or a push notification, please contact us.

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C. Privacy and Security

Any information provided to AXP in connection with the Program (e.g., information submitted during registration) is governed by the [Privacy Statement](#) available at www.amexnetwork.com/privacy.html. AXP uses your personally identifiable information (“PII”), such as name, email address, country designation, and Eligible Card account number, to confirm your eligibility for registration in the Program and to provide you Offers and products through the Program. AXP also uses information you provide through the Platforms regarding your location to provide you with relevant Offers.

AXP does not provide the Platforms access to your Eligible Card account number or to any of your other PII that you registered on the Registration Pages. Instead, to facilitate your participation in the Program, AXP creates a unique identifier that does not contain your AXP account number, which serves to identify you to the Platforms as an American Express customer possessing a Connected Card (“UID”). In addition to identifying you to the Platforms as an American Express customer possessing a Connected Card, and to help facilitate the process of making Offers and enrolling you in Offers through the Program, your UID and/or Access Code may enable the Platforms to know which Offers you’ve added to your Connected Card. AXP does not provide a merchant participating in an Offer with access to your UID, Access Code or to any of your PII.

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D. Fraud / Gaming

You agree to immediately notify AXP if you suspect fraudulent or abusive activity in connection with this Program. If AXP suspects fraudulent or abusive activity, you will cooperate with AXP in any investigation thereof and use any fraud prevention or other measures AXP prescribes. Your failure to so cooperate or to use such measures will result in your liability for all fraudulent usage or abusive activity associated with your equipment and the Eligible Card you use to register for the Program. AXP reserves the right, at its sole discretion, to disqualify any person suspected of tampering with any aspect of the Program, or any other program made available by AXP, or that AXP believes to be acting in an improper or disruptive manner, and to seek damages from any such person to the fullest extent permitted by law.

AXP reserves the right to suspend or cancel the Program if any fraud, gaming by users, technical failures or similar factors impair the integrity or proper functioning of the Program, the registration process, or a transaction which results, or is reasonably likely to result, in any unforeseen or unpredicted loss or damage to AXP.

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E. Availability/Limitations on Liability/Disclaimer of Warranties

AXP reserves the right, at its sole discretion and at any time, to suspend, cancel or terminate your eligibility to participate in the Program, any Offer(s), registration for any Offer(s), and fulfillment of any Offer(s), with or without notice, including, without limitation, if AXP determines or otherwise suspects that you have engaged in improper, unlawful or other activity in violation of the law or otherwise not in conformance with this Agreement.

You are solely responsible for obtaining and maintaining all telecommunications, broadband, equipment, and services needed to access and use a registration page or the Program. AXP, its licensed issuers, agencies, participating merchants, third party service providers, internet service providers, and their respective employees, officers, directors and agents (collectively with AXP, “Released Parties”) are not responsible for: (1) any aspect of any Offer, including, without limitation, incorrect or inaccurate information associated with or utilized in an Offer; (2) any transmission delays, interruptions, omissions, deletions, defects, or failures of any kind resulting in suspension of a Registration Page, the Program, an Offer or otherwise, including, without limitation, equipment or system malfunctions, performance degradations, service interruptions, or disconnections or disruptions in phone lines, wireless service provider networks, network hardware or software or Internet connectivity; (3) unauthorized human intervention in any part of an Offer, or the Program; or (4) computer, mechanical, printing, typographical, technical or non-technical, or human or other errors or omissions or computer viruses or damage which may occur in connection with the administration of an Offer, a Registration Page or the Program or the processing of your registration for or fulfillment of an Offer. If any of the foregoing occurs, your sole remedy shall be to terminate this Agreement.

Use of the Program may involve the electronic transmission of personal financial information across the network of wireless service providers. Because AXP does not operate or control the wireless networks used to access the Program and/or related services, AXP cannot guarantee the privacy or security of wireless data transmissions. Additionally, the wireless device browser is generally pre-configured by your wireless internet service provider. Check with your service provider for information about their privacy and security practices. For personal or confidential information sent to or from AXP over the Internet from a mobile phone, we require that a “Secure Session” be established using transportation layer security.

The Program, the Registration Pages and the Offer(s) are provided on an “As Is” and an “As Available” basis. AXP specifically disclaims any warranties regarding any goods or services advertised in conjunction with an Offer, and disclaims any implied warranties, including any warranties of merchantability or fitness for a particular purpose. You hereby release the Released Parties from all claims relating to your participation in the Offer(s) or the Program, access to and registration on a Registration Page, and use of any Offer(s). This paragraph D shall survive termination of this Agreement.

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F. No Amendment of Existing Terms and Conditions/Foreign Currency Conversion

The terms and conditions of this Agreement and the Offer Terms do not amend, change or replace any other notices or information that you may receive in connection with your Eligible Card account including, without limitation, any information provided to you on your periodic statement or your agreement with American Express governing your Eligible Card account. In case of any conflict between the terms and conditions of this Agreement and your agreement with American Express governing your Eligible Card account, the terms and conditions of your agreement with American Express governing your Eligible Card account shall control. Foreign currency charges will be converted by the issuer of your Eligible Card. If you have any questions or concerns about your Eligible Card account including, without limitation, foreign currency conversion, please call the number on the back of your Eligible Card for assistance.

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G. Governing Law

If your Eligible Card is issued by AXP, this Agreement and any and all claims arising out of or in connection with the terms and conditions of this Agreement shall be governed by and interpreted under the Governing Law section of your agreement with American Express governing your Eligible Card account, which you can access here: <http://amex.co/10R9sag>. If your Eligible Card is issued by a third-party bank licensed to issue AXP-branded cards, this Agreement and any and all claims arising out of or in connection with the terms and conditions of this Agreement shall be governed by and interpreted under the laws of the State of New York, U.S.A. without regard to its conflicts of laws provisions.

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H. Dispute Resolution

For this section, a “**claim**” means any current or future claim, dispute or controversy relating to the Offer(s) or this Agreement. “**We**” and “**us**” means AXP and any corporate parents, subsidiaries, affiliates or related persons or entities. If your Eligible Card is issued by AXP, any and all claims shall be governed by the Dispute Resolution and/or Arbitration section of your agreement with American Express governing your Eligible Card account, which you can access here: <http://amex.co/10R9sag>. If your Eligible Card is issued by a third-party bank licensed to issue AXP-branded cards, any and all claims shall be governed by the Arbitration subsection set forth below. This paragraph G shall survive termination of the Agreement. If any portion of this Dispute Resolution section, except as otherwise provided in the Limitations on Arbitration subsection below, is deemed invalid or unenforceable, it will not invalidate the remaining portions of this Dispute Resolution section.

Arbitration. You or we may elect to resolve any claim by individual arbitration. Claims are decided by a neutral arbitrator. If arbitration is chosen by any party, neither you nor we will have the right to litigate that claim in court or have a jury trial on that claim. Further, you and we will not have the right to participate in a representative capacity or as a member of any class pertaining to any claim subject to arbitration. Arbitration procedures are generally simpler than the rules that apply in court, and discovery is more limited. The arbitrator’s decisions are as enforceable as any court order and are subject to very limited review by a court. Except as set forth below, the arbitrator’s decisions will be final and binding. Other rights you or we would have in court may also not be available in arbitration.

The party electing arbitration may select either JAMS (1-800-352-5267, jamsadr.com) or the American Arbitration Association (“AAA”) (1-800-778-7879, adr.org). Claims will be resolved pursuant to this Arbitration provision and the rules of the selected organization, except where those rules conflict with this Agreement. If we choose the organization, you may select the other within 30 days after receiving notice of our selection. Contact JAMS or AAA to begin an arbitration or for other information. Claims also may be referred to another arbitration organization if you and we agree in writing or to an arbitrator appointed pursuant to section 5 of the Federal Arbitration Act, 9 U.S.C. §§ 1-16 (“FAA”). We will not elect arbitration for any claim you file in small claims court, so long as the claim is individual and pending only in that court. You or we may otherwise elect to arbitrate any claim at any time unless it has been filed in court and trial has begun or final judgment has been entered. Either you

or we may delay enforcing or not exercise rights under this Arbitration provision, including the right to arbitrate a claim, without waiving the right to exercise or enforce those rights.

Limitations on Arbitration. If either party elects to resolve a claim by arbitration, that claim will be arbitrated on an individual basis. There will be no right or authority for any claim to be arbitrated on a class action basis or on bases involving claims brought in a purported representative capacity on behalf of the general public, other Card Members or other persons similarly situated.

The arbitrator's authority is limited to claims between you and us alone. Claims may not be joined or consolidated unless you and we agree in writing. An arbitration award and any judgment confirming it will apply only to the specific case and cannot be used in any other case except to enforce the award. Notwithstanding any other provision and without waiving the right to appeal such decision, if any portion of these Limitations on Arbitration is deemed invalid or unenforceable, then the entire Arbitration provision (other than this sentence) will not apply.

Arbitration Procedures. This arbitration provision is governed by the FAA. The arbitrator will apply applicable substantive law, statutes of limitations and privileges. The arbitrator will not apply any federal or state rules of civil procedure or evidence in matters relating to evidence or discovery. Subject to the Limitations on Arbitration, the arbitrator may otherwise award any relief available in court. The arbitration will be confidential, but you may notify any government authority of your claim. If your claim is for \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents, through a telephonic hearing or by an in-person hearing. At any party's request, the arbitrator will provide a brief written explanation of the award. The arbitrator's award will be final and binding, except for any right of appeal provided by the FAA. Judgment upon any award may be entered in any court having jurisdiction. At your election, arbitration hearings will take place in the federal judicial district of your residence.

You will be responsible for paying your share of any arbitration filing, administrative, hearing or other fees ("**arbitration fees**"), but only up to the amount of the court filing fees you would have incurred if you had brought a claim in court. We will be responsible for any additional arbitration fees. At your written request, we will consider in good faith making a temporary advance of your share of any arbitration fees, or paying for the reasonable fees of an expert appointed by the arbitrator for good cause. If the arbitrator rules in your favor for an amount greater than any offer we made before arbitration, the arbitrator's award will include: (1) any money to which you are entitled, but in no case less than \$5,000; and (2) any reasonable attorneys' fees, costs and expert and other witness fees.

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I. Changes to This Agreement

AXP reserves the right to change or modify this Agreement from time to time by posting such modified version on <https://sync.americanexpress.com/Partner/Terms>. Upon modification, AXP will update the date indicated after "Last Modified" at the beginning of this Agreement. If you do not agree with the current or a modified version of this Agreement, you must not participate in the Program.

For further assistance, please contact customer service:

- If you have a U.S. Card issued by American Express, you can chat with us. Go to amex.co/chatnow and log in to your American Express online account using your americanexpress.com User ID and Password and click on "Chat" to chat live with a Customer Care Professional.
- If you have a Card issued by a licensed third-party financial institution or a registered American Express Serve® Card or Bluebird® Card, please call the number on the back of your card to speak with a customer service representative.

Your participation in the Program following the effective date of such change constitutes your agreement to be bound by this Agreement as modified and its applicability to you.

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