



ClubMiles Rewards Programme Terms And Conditions



1. INTRODUCTION

- 1.1. These terms and conditions for the ClubMiles Rewards Programme form a legally binding agreement between you and us, Diners Club (SA) (Pty) Ltd (registration number: 1956/000068/07).
- 1.2. The Terms become effective upon when you complete the registration process for ClubMiles and accept the Terms. This means that you agree to the Terms and warrant that you can enter into a legally binding agreement.
- 1.3. You must know, understand and comply with the Terms which apply together with any definitions, privacy statement, disclosures and disclaimers that are incorporated by reference into the Terms.
- 1.4. **Pay special attention to the clauses in bold as they may exclude or limit our responsibility or involve some risk for you.**

2. DEFINITIONS

- 2.1. **Card** means Diners Club charge card or credit card (Privé, Platinum, Beyond or Shari'ah), Diners Club corporate card, or any other card issued by Diners Club.
- 2.2. **Channel** means the card options available for us to contact each other including the Diners Club Member Services Centre, e-mail, telephone, or the Website.
- 2.3. **ClubMiles** means the loyalty rewards programme, offered to you by us.
- 2.4. **ClubMiles account means the membership account we will open for you when you register for ClubMiles and pay the membership fee.**
- 2.5. **Collect/Collecting** means the process by which you can accrue Miles when you use your Card.
- 2.6. **Collection/Collect Rate** - means the rate at which Diners Club calculates the Miles that are credited to your ClubMiles account.
- 2.7. **CPA** means the Consumer Protection Act 68 of 2008, as amended from time to time.
- 2.8. **Diners Club means** Diners Club (SA) Proprietary Limited.
- 2.9. **Diners Club Member Services Centre** means the contact centre at 0860 (DINERS) 346377
- 2.10. **FICA** means the Financial Intelligence Centre Act, 38 of 2001.
- 2.11. **Good Standing** means your Diners Club accounts are up to date, not in arrears, dormant, or overdrawn; your account is FICA compliant, or for any other reason we choose.
- 2.12. **Miles mean the rewards that will be credited to your ClubMiles account and that you can Collect and Redeem through ClubMiles.**
- 2.13. **Participating Miles Vendor** means the vendors from whom you can Collect and Redeem Miles.
- 2.14. **PIN** means the confidential personal identification number used for accessing your ClubMiles account.
- 2.15. **Qualifying transactions mean the transactions you carry out using your Card and exclude: gambling, fuel purchases, inter-account payments and transfers, ATM and over-the-counter cash withdrawals.**
- 2.16. **Redeem** means the transaction whereby you exchange your Miles for ClubMiles products and services.
- 2.17. **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.
- 2.18. **Third-Party Vendor** means a pre-approved external vendor, from whom you can purchase goods and services, but who are not Participating Miles Vendors.
- 2.19. **Web Portal** means the ClubMiles Travel Mall online facility where you can use your Miles to buy various travel-related products and services, including flights, and accommodation (www.dinersclub.co.za/clubmiles/)
- 2.20. **Website** - means the Diners Club website (www.dinersclub.co.za.)
- 2.21. **You/your** - means a Primary Cardholder or duly authorised representative, or a Secondary Cardholder who has registered as a member of ClubMiles.

3. CLUBMILES ACCOUNT

- 3.1. When you activate your ClubMiles account on the Website, you must create a PIN for your ClubMiles account.
- 3.2. You can track your transactions by logging into your ClubMiles account.
- 3.3. You must keep your ClubMiles account details including your PIN safe. If you share your ClubMiles account details with anyone else or allow others to discover your ClubMiles account details, you will be responsible for any account activity that takes place.
- 3.4. You must let Diners Club know if your ClubMiles account details have become compromised. Diners Club will suspend your ClubMiles account, pending the compromise being resolved.
 - 3.4.1. You must call the Diners Club Member Services Centre immediately to prevent your ClubMiles account details from being used.**
 - 3.4.2. You will be responsible for all transactions carried out on your ClubMiles account before you notify us.**
- 3.5. If your Diners Club account is not in Good Standing, you may not Collect or Redeem any Miles until the account is brought back into Good Standing.**
- 3.6. If you subscribe to our CashBack Programme, you may not subscribe to ClubMiles as well.**
- 3.7. Fraudulent Collecting of Rewards**
 - 3.7.1. Diners Club may end your participation in ClubMiles if you have Collected Miles fraudulently. All Miles fraudulently gained will be lost.
 - 3.7.2. If Diners Club suspects fraudulent activity on your ClubMiles account, Diners Club may suspend your ClubMiles account, pending an investigation, during which time you will not be able to Collect or Redeem any Miles.

4. COOLING-OFF PERIOD AFTER REGISTRATION

- 4.1. When you register for a ClubMiles account, you have a 7-day cooling off period, calculated from the date of registration, to close your ClubMiles account and receive a full refund of the membership fee.
- 4.2. If you close your ClubMiles account after this period, you will receive a pro-rata refund of the membership fee paid into your Diners Club account.

5. COLLECTING REWARDS POINTS

- 5.1. You Collect Miles when you use your Card to pay for Qualifying Transactions.
- 5.2. The Collection Rate will be calculated based on the rates contained in our pricing guide.
- 5.3. Miles earned by the Qualifying transactions made with the primary Card will accrue to the primary cardholder's ClubMiles account, at their respective Collection Rate.
- 5.4. Miles earned by the Qualifying transactions made with Secondary Cards will accrue to the Secondary Cardholder's ClubMiles account at their Collection Rate.
- 5.5. Miles earned by the Qualifying transactions made with a corporate card will accrue to the cardholder or the administrator appointed by the entity, depending on whether the entity registered as a Corporate Consolidated or Corporate Individual at the time of registering for ClubMiles.
- 5.6. Participating Miles Vendors, Collection Rates, and rules are at the Participating Miles Vendor's discretion and may change on at least 20 business days' notice to you.
- 5.7. You may purchase Miles from the online Miles Club Store once you have registered on the ClubMiles website. You may purchase Miles using your Card, provided that you have not exceeded your limit applicable to your Card.

6. CONDITIONS FOR COLLECTING MILES

- 6.1. If you are a Diners Club Primary Accountholder, you may transfer your Miles to a Secondary Cardholder.**
- 6.2. Diners Club accepts no liability if you decide to transfer Miles to a Secondary Cardholder.**

7. EXPIRY OF MILES

- 7.1. All Miles are valid for 3 years from the date of issue. If you do not Redeem your Miles within this period, they will expire. Expired Miles cannot be reinstated in any circumstances. You must ensure that you redeem your Miles before they expire as we will not give you notice of the expiry of Miles.**

8. REDEEMING MILES

- 8.1. You may Redeem your Miles on the ClubMiles Web Portal (clubmiles.dinersclub.co.za).
- 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.**
- 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 ClubMiles Web Portal, using your Card.

- 8.5. You authorise Diners Club to deduct the full amount of each transaction from your ClubMiles account when you use your Miles 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 qualifying transactions 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. If your Diners Club account is to be closed, we will debit the account with Miles to be reversed before we close the account.
- 9.3. All qualifying ClubMiles transactions that are cancelled will be refunded in Miles, subject to payment of a cancellation fee.
- 9.4. Please refer to the terms and conditions regarding reversals that can be found on the ClubMiles Web Portal.

10. FEES

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

11. STATEMENT DISCREPANCIES

- 11.1. You may check your statement on your profile on the ClubMiles Portal at any time.
- 11.2. If there are any errors on your monthly ClubMiles account statement, you must 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. You may contact member services on 0860 (DINERS) 346 377 or email on custserv@dinersclub.co.za.

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 closure
 - 13.1.1. You may close your ClubMiles account at any time by calling the Diners Club Members Services Centre.
 - 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 must submit a certified copy of the member's death certificate to us. When we receive the death certificate, we will provide access to the executor or the executor's authorised representative so that the Miles can be redeemed. The ClubMiles account will be closed once the Miles have been redeemed.
 - 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 12 months after receiving the death certificate, the Miles will expire.
- 13.3. Diners Club may cancel your ClubMiles membership and you will lose the Miles you have not redeemed if:
 - 13.3.1. Your Diners Club account is closed by you or us;
 - 13.3.2. You breach these Terms;
 - 13.3.3. You engage in a fraudulent transaction;
 - 13.3.4. You fail to pay the membership fees.

14. WEB PORTAL

- 14.1. Diners Club is not liable for any losses incurred by you should you fail to end a session correctly or fail to protect your log-in information.**
- 14.2. This Website and the content on it may not be copied, reproduced, republished, uploaded, posted, transmitted or distributed.**
 - 14.2.1. 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.
- 14.3. 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.
- 14.4. 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.
- 14.5. 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.**
- 14.6. 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.

15. PROTECTING YOUR PERSONAL INFORMATION

- 15.1. 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. We understand that your personal information is important to you. By using our products, you acknowledge that your personal information will be processed by us and (if necessary) by third parties according to our privacy statement, which is in line with all applicable laws relating to the protection and processing of personal information.
- 15.2. It is your responsibility to read and understand the contents of the privacy statement, which is available on our Website or you can ask us to email it to you.
- 15.3. We will maintain the confidentiality of your personal information and we will implement security safeguards to protect your personal information as set out in the privacy statement.
- 15.4. Our privacy statement is an important part of these terms and describes what personal information is; what information we process; how we process your information; where we collect your information; who we share your information with; your rights as a data subject and the complaints contact details for us and the regulatory authority. 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.

16. DISCLAIMERS AND EXCLUSIONS OF LIABILITY

- 16.1. You expressly agree that use of the Internet is entirely at your own risk.**
- 16.2. Diners Club does 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.**
- 16.3. 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.**

17. INDEMNITY

- 17.1. 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.**

18. INTELLECTUAL PROPERTY RIGHTS

- 18.1. The Intellectual Property (copyright, trademarks and any other intellectual property rights in all content) relating to ClubMiles belong to us and/or our third-party licensors.
- 18.2. We give you the right to use our Intellectual Property for purposes of performing your obligations as a member of ClubMiles. You may not use our Intellectual Property for any other purpose. This right will commence when your membership starts and will end in accordance with these Terms, at which point, you must immediately stop all use of any Intellectual Property. You may not do the following in relation to our or our third-party licensors' Intellectual Property (as applicable):
 - 18.2.1. copy or claim to have any rights to the Intellectual Property;

- 18.2.2. dispute or contest the validity of our ownership over the Intellectual Property
- 18.2.3. damage the reputation and goodwill associated with our Intellectual Property.

19. GENERAL

- 19.1. We may change these terms at any time and will give you reasonable written notice using the contact information we have for you.
- 19.2. It will be assumed that you have received any notice sent to you within 7 days of posting, or on the same day if delivered by hand, or sent by fax, or email.
- 19.3. From time to time, ClubMiles may require Third-Party Vendor participation. In such instances, the Third-Party Vendor's terms will apply.
- 19.4. It is your responsibility to make sure that you understand all Third Party Vendor and Participating Miles Vendor terms and conditions.**
- 19.5. Your street address on your registration form is your chosen address for receiving any legal notices and documents. You must immediately update your contact details, if your address changes.
- 19.6. Any leniency or concession you receive will not affect any of Diners Club's rights against you.
- 19.7. 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.**
- 19.8. 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.
- 19.9. These terms are governed by South African law and the courts in South Africa will have jurisdiction over any claims arising from these Terms and the ClubMiles Programme.
- 19.10. 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.

20. COMPLAINTS AND QUERY RESOLUTION

- 20.1. If you wish to communicate a complaint or query regarding ClubMiles, please call the Diners Club Member Services Centre on 0860 (DINERS) 346 377 or E-mail: custserv@dinersclub.co.za.
- 20.2. If you require information on bookings, please call the Diners Club Member Services Centre or contact the ClubMiles Travel Desk on Email: info@leisuredesk.co.za.