



Cards

1 Definitions

In these terms and conditions:

- 1.1 **'business card'** means a card issued by us for company or business use where an employee of a company is nominated as the owner of the card;
- 1.2 **'card account'** means a credit card and/or current account opened by us in the name of an accountholder;
- 1.3 **'earn partner'** means an institution that we have contracted with to provide you with additional Membership Rewards points based on eligible spend;
- 1.4 **'earn rate'** means the number of Membership Rewards points you will earn per unit of eligible spend, as specified by us from time to time;
- 1.5 **'eligible spend'** means all spend (local and international purchases), excluding cash withdrawals, casino chip purchases, fuel purchases, finance or other card charges, fees or taxes levied by us or the government, purchases of travellers cheques or other negotiable instruments, garage card transactions, budget account instalments and interest thereon, insurance premiums and internet transfers or payments [electronic funds transfers (EFTs)] from your account;
- 1.6 **'Membership Rewards points'** means the points earned and spent by you in accordance with the Membership Rewards programme, the value of which will be determined by us from time to time, and which points may be redeemed for rewards;
- 1.7 **'Membership Rewards account'** means the account linked to your card account, which will reflect the number of Membership Rewards accrued to the account
 - 1.7.1 Where the Memberships Rewards points are Ceded to company all points accumulated on card holder account will be available to company only
 - 1.7.2 Where the Membership Rewards points are Non-Ceded to company all points accumulated on card holder account will be available for card holder
- 1.8 **'Membership Rewards enrolment fee'** means the fee that will be charged in the month that your first card account is linked to the programme.
- 1.9 **'Membership Rewards linkage fee'** means the fee that will be charged monthly or annually in arrear on the anniversary date on which your first card account was linked to the programme.
- 1.10 **'Membership Rewards programme'** means the programme for which you enrolled, in terms of which you earn Membership Rewards through eligible spend on your card account, which can be redeemed for goods and/or services;
- 1.11 **'spend partner'** means an institution that we have contracted with to provide you with goods and/or services on the Membership Rewards programme;
- 1.12 **'we', 'us' and 'our'** mean Nedbank Limited (Reg No 1951/000009/06), a company incorporated in terms of the laws of the Republic of South Africa, which inter alia issues American Express cards in South Africa under licence, with principal place of business 135 Rivonia Road, Sandown, Sandton; and
- 1.13 **'you' and 'your'** mean the accountholder.

2 Introduction

- 2.1 The Membership Rewards programme is a programme owned, operated and managed by us. You may accumulate Membership Rewards through eligible spend, and use these Membership Rewards points to purchase goods and/or services at various spend partners.
- 2.2 These terms and conditions, your Membership Rewards application form, the disclaimer and privacy policy displayed on our website and any other terms and conditions relating to the use of your card and the Membership Rewards programme including, but not limited to, our spend partners' terms and conditions and our earn partners' terms and conditions will form the entire agreement between you and us regarding your participation in the Membership Rewards programme.
- 2.3 By participating in the Membership Rewards programme you admit and acknowledge that you have read, understood and agreed to these terms and conditions and any other terms and conditions, as well as the earn partners' and spend partners' terms and conditions applicable from time to time, relating to the use of the Membership Rewards programme and that you have consented to us sharing certain of your personal information with affiliate parties in the ordinary course of our business.

3 Eligibility

- 3.1 You may participate in the Membership Rewards programme if:
- 3.2 In respect of a Corporate or Business Card Membership Rewards points earned will accrue to the company but may, subject to any prevailing conditions prescribed by American Express from time to time, be transferred to the individual Cardmember.
- 3.3 No Membership Rewards points will accrue on spend in respect of Business Travel Accounts and Corporate Purchasing Cards.
- 3.4 Participation in the programme will be at American Express's sole discretion
- 3.5 Supplementary cards will automatically be included in the programme when the primary card is linked to the programme.
 - 3.5.1 Supplementary cards will not be linked independent of the basic card.
 - 3.5.2 All eligible expenditure on supplementary cards will be transferred to the basic card that is linked to the programme.
- 3.6 Membership Rewards points earned on the supplementary cards may only be redeemed by the primary cardmember, and the supplementary cardmember will have no right to the Membership Rewards points earned on the supplementary card.

4 Your Membership Rewards account

- 4.1 To become a member of the Membership Rewards programme you will need to enrol by visiting our website, calling our call centre or completing by hand the Membership Rewards programme application form and faxing this to us.
- 4.2 We as a financial institution have certain identification and authentication requirements, and your participation in the Membership Rewards programme will be at our sole discretion.
- 4.3 Your Membership Rewards account may never have a debit balance, which means that you may never spend more Membership Rewards than are in your Membership Rewards account.
- 4.4 You may link up to 10 personal cards to your Membership Rewards account at no additional fee, provided that the card accounts are in your name.
- 4.5 You may not link any business card to a Membership Rewards account linked to or associated with a personal card.

5 Membership Rewards statements of account and transaction listing

- 5.1 An MMS statement will be sent to you quarterly, unless your Membership Rewards account has become dormant (see clause 6 below). We reserve the right to change the frequency of statement distribution and the means of distribution at our discretion.
- 5.2 You must do the following in respect of your statements:

- 5.2.1 inform us in writing or through our call centre if you do not receive or cannot view your statement;
- 5.2.2 update your cell phone number to the number where you wish to receive your MMS statements;
- 5.2.3 examine the contents of your statement(s) carefully and notify us within 30 (thirty) days of the statement date of any inaccuracy or any discrepancy contained therein.
- 5.3 You may not alter your statement(s) in any way.
- 5.4 Your statement will be prima facie proof of the information contained in it.
- 5.5 You can obtain your transaction listing by logging in to the Membership Rewards website.

6 Earning of Membership Rewards points

- 6.1 We at our sole discretion determine the earn rate, which may change from time to time. We will notify you within a reasonable period of any changes.
- 6.2 You may earn Membership Rewards points on certain promotions when you Redemption at an earn partner, and we may also from time to time reward you with Membership Rewards points on your purchase of or interaction with our specified products, provided such spend is paid.
- 6.3 Your Membership Rewards points will never expire, subject to clause 12.
- 6.4 Your Membership Rewards will be calculated and credited to your Membership Rewards Account on a daily basis according to the eligible spend which will reflect on your monthly card statement.
- 6.5 Membership Rewards points may not be sold, issued, exchanged, bartered or redeemed for cash.
- 6.6 We and the earn partner decide when you will earn Membership Rewards points and how many you will earn.
- 6.7 We reserve the right to debit your Membership Rewards account with the relevant Membership Rewards points if a transaction is cancelled or reversed for any reason.
- 6.8 You will not earn any Membership Rewards points while your card account is in arrears.
- 6.9 You will start accumulating Membership Rewards points in terms of the provisions hereof from the date on which your card is linked to a Membership Rewards account ('enrolment date'). No Membership Rewards points will be backdated.
- 6.10 **You will accumulate Membership Rewards points for eligible spend as defined in clause 1.6. You will not accumulate Membership Rewards points for certain spend items, which include, but are not limited to, finance and administration charges, government levies, cash advances (including the purchase of casino chips, travellers cheques and other foreign exchange, ATM withdrawals and electronic transfers from your card account), the annual participation fee, service fees and other charges. American Express reserves the right to determine what spend is excluded and to include spend that was previously excluded at any time, by notification, and American Express will not incur any liability should such determination be prejudicial to you.**
- 6.11 American Express has the right to cancel or reverse any Membership Rewards points accumulated by you:
 - 6.11.1 if, at the sole discretion of American Express, these were credited to you in error and/or accumulated by you as a result of fraud and/or other ineligible expenditure; and
 - 6.11.2 on spend for which you have not paid, or on refunds given on purchases.
- 6.12 If your card account is closed and/or your card is cancelled by you or American Express, or in the event of your death, your participation in the programme will be terminated from the date of closure of your card account and/or cancellation of your card or the date of death resulting in the forfeiture of all Membership Rewards points.
- 6.13 You or American Express may at any time cancel your participation in the programme. In the event of termination of your participation in the programme you will forfeit all Membership Rewards points.
- 6.14 In the event of your card account being more than 30 (thirty) days in arrears, American Express will have the right to suspend your participation in the programme and/or cancel all your Membership Rewards points.
- 6.15 Membership Rewards points may not be transferred, negotiated, ceded, assigned or in any way disposed of in favour of any other person without American Express's prior authorisation, which authorisation will be at American Express's sole discretion. Any disposal of the Membership Rewards points without the authorisation will be null and void.

7 Fees and charges

- 7.1 American Express has the right to debit the card account of each linked card with an annual/monthly linkage fee which:
 - 7.1.1 In the case of American Express Corporate or Business Cards, will be debited to the card account on the enrolment date and thereafter automatically on each subsequent anniversary of the enrolment date, and the fee will be levied on each Corporate or Business Card.
- 7.2 Neither the annual/monthly linkage fee nor any portion thereof is refundable.
- 7.3 The annual/monthly linkage fee will be determined by American Express at its sole discretion and you will be notified thereof from time to time.
- 7.4 The following fees and charges will be debited to your card account:
 - 7.4.1 a Membership Rewards linkage fee will be charged monthly in arrear after the enrolment;
 - 7.4.2 for a Corporate Card a once-off Membership Rewards enrolment fee will be charged in the first month of linkage of the Membership Rewards account and a Membership Rewards linkage fee will be charged annually in arrear;
 - 7.4.3 any taxes, surcharges, cancellation fees or any other charges related to a transaction arising from your participation in the Membership Rewards programme;
 - 7.4.4 any amount relating to delivery charges that arise from any Membership Rewards points that you may redeem; and
 - 7.4.5 the value of Membership Rewards points in rands that you may have obtained as a result of fraud or misconduct or which were not intended to accrue to you.
- 7.5 We will at our sole discretion determine the amount of the once-off enrolment and annual/monthly linkage fee, the transfer fee(s), the reopening fee, any topup fee and any other fee we may charge from time to time.
- 7.6 You will be notified from time to time of any changes to these fees.
- 7.7 No fees, or any portion thereof, are refundable.
- 7.8 We will not be responsible for the deduction of any tax in the case of Membership Rewards points being offered to an employee of a company or business.

8 Redemption of Membership Rewards points

- 8.1 The redemption rate of Membership Rewards points for the different goods and services offered by our spend partners is set out on our Membership Rewards website, and is subject to change without notice from time to time.
- 8.2 You are only entitled to redeem your Membership Rewards points if your card account is in good standing and not in arrears.
- 8.3 A request to redeem Membership Rewards points for a reward is irrevocable and cannot be cancelled or amended once the redemption request has been made.
- 8.4 A request to redeem Membership Rewards points for a partner's reward programme is irrevocable and cannot be cancelled nor amended once the redemption request has been made.
- 8.5 We will not replace or refund any vouchers issued in the event that the voucher is lost or mislaid or deleted.

- 8.6 The redemption of Membership Rewards points for goods and services is always subject to the availability of the goods and/or services on the date desired.
- 8.7 You may only redeem Membership Rewards points for vouchers in the name of the Membership Rewards primary card account holder.
- 8.8 Our partners' prices may fluctuate from time to time, and the value of your Membership Rewards points available to spend will be confirmed at redemption by us. Special campaigns will be communicated from time to time.
- 8.9 Requests for redemption of Membership Rewards points can be made online, by calling the Membership Rewards Call Centre or at a branch. Requests for redemption of the Membership Rewards made by a business must be made by the business's authorised representative.
- 8.10 By redeeming your Membership Rewards points for a reward you accept:**
- 8.10.1 all risk and liability for the use of and/or participation in the reward;**
- 8.10.2 the terms and conditions of the rewards partner applicable to the reward at the time of redemption;**
- 8.10.3 the terms on which the rewards partner provides the services and/or goods;**
- 8.10.4 that you will have no claim whatsoever against American Express for loss or damage that may occur as a result of using and/or participating in the reward; and**
- 8.10.5 American Express is not an agent or representative of the rewards partner and American Express gives no warranties on the services and/or goods.**
- 8.11 Any dispute in respect of the nature, quality or quantity of goods or services received as a reward has to be settled between you and the rewards partner directly.
- 8.12 Rewards are not refundable, may not be exchanged for cash or credit and may not be reconverted into Membership Rewards points even if rewards have not been utilised or have expired.
- 8.13 Membership Rewards points that are transferred to your account (or to an account, the information of which was supplied by you) with a rewards partner, cannot be reversed or recredited to your Membership Rewards account nor will American Express be liable for any errors resulting from the instruction. It will always be your responsibility to correct such error with the concerned rewards partner. Redemption requests to Virgin Flying Club Accounts and SAA Voyager Miles must be in the same name as the Membership Rewards account name.
- 8.14 All rewards are offered subject to availability and may entail restrictions and exclusions.
- 8.15 American Express may at its discretion and from time to time amend the number of Membership Rewards points required for a reward.
- 8.16 You will not be eligible to redeem any Membership Rewards points when your card account is in arrears and should American Express allow you to redeem your Membership Rewards points while your card account is in arrears, that will not in any way be construed as a waiver of rights on the part of American Express to recover the amount owing.

9 Your rights and obligations

- 9.1 You must comply with any terms of use, terms and conditions of the disclaimer and privacy policy, which are all available on our website.
- 9.2 Our website will be the definitive source for updated information.
- 9.3 American Express has the right to amend or substitute the programme, or any aspect thereof, with 30 (thirty) days' notice and/or cancel the programme in its entirety with 6 (six) months' notice to you, unless there has been no programme activity within the preceding 12 (twelve) months, in which case American Express will not give you notice. However, should any aspect of the programme change or terminate as a result of any act beyond the control of American Express, that aspect of the programme which is affected by such act will change or terminate with immediate effect. Such acts will include, but not be limited to, a change in the price of rewards and the termination by a rewards partner of its participation in the programme.

10 Our rights and obligations

- 10.1 We may use, consistent with our privacy policy, any personal information for marketing purposes at our discretion if you marked the appropriate box on your Membership Rewards application form.
- 10.2 All conversations with you may be recorded, which recordings will form part of our records.
- 10.3 We will do our utmost to ensure our call centre is available to you during the hours specified by us from time to time.

11 Liability and indemnity

- 11.1 **We are committed to ensuring that online transactions are secure and we are entitled to investigate any loss suffered by you that is alleged to have occurred as a result of fraud through our website or our call centre.**
- 11.2 **You must keep your password, PIN and Membership Rewards membership number confidential and, in the event that you have compromised such information, we will not be liable for any loss or damage suffered by you in any way whatsoever.**
- 11.3 **Although we carefully select our preferred spend partners, you will carry the risk for any fraud or losses that occur via our spend partners' websites.**
- 11.4 **We will incur no liability if a dispute arises between you and a spend partner in respect of goods or services purchased. You acknowledge that none of the spend partners are our agents.**
- 11.5 **By redeeming your Membership Rewards points you release us from any and all liabilities to you.**
- 11.6 **We will not be liable for any loss or damage suffered by you arising from us carrying out your instruction or from you participating in the Membership Rewards programme, unless such loss or damage arises from our gross negligence or intentional misconduct.**
- 11.7 **If there is any loss of connectivity between you and us for any technical reason of whatsoever nature that is beyond our control, we will not be liable to you, which includes without limitation unavailability of the Membership Rewards programme.**
- 11.8 **We are not liable for any acts or omissions by third parties, including without limitation an internet service provider, a telephone provider or spend partner relating to the use of the Membership Rewards programme.**
- 11.9 **We will under no circumstances be liable for any consequential, incidental, special or direct loss or damage resulting directly or indirectly from these terms and conditions or your participation in the Membership Rewards programme.**
- 11.10 **You hereby indemnify us against any claims by third parties or losses suffered by you arising from your participation in the Membership Rewards programme.**
- 11.11 **Our spend partners' websites may be linked to our website, in which case we cannot control or make any representation as to the legal content of such websites, and we will therefore not be liable for the information provided on such websites.**
- 11.12 **We do not warrant, endorse or make any representations about the contents, product, service or reliability of any third party's business or security practices and operations.**

12 Cancellation or termination

- 12.1 We may by written notice to you end or cancel your participation in the Membership Rewards programme at any time for any reason, in which case you will have 30 (thirty) days to spend your Membership Rewards points, unless your Membership Rewards points were forfeited because your Membership Rewards account became dormant or we believed your behaviour was inappropriate or constituted misconduct, or you breached these or any other terms and conditions relevant to the Membership Rewards programme.
- 12.2 Termination will not affect any instruction given to us and not yet carried out, unless a fraudulent transaction was concluded directly or indirectly by you, in which event you will immediately forfeit your Membership Rewards points.
- 12.3 We will not be held liable for any damage of any nature suffered by you or any third party due to the termination of your participation in the Membership Rewards programme.
- 12.4 You may end your participation in the Membership Rewards programme by informing the call centre or by giving us written notice, in which case you will immediately forfeit all the Membership Rewards points in your Membership Rewards account.
- 12.5 If you close your card account and this is the last card account linked to your Membership Rewards account, we will immediately close your Membership Rewards account, and you will forfeit all your Membership Rewards points with immediate effect.
- 12.6 We will close your Membership Rewards account when your card account is 3 (three) months in arrears, and you will forfeit all your Membership Rewards points with immediate effect.
- 12.7 In the case of death, insolvency or liquidation your Membership Rewards points will have no value and will expire.

13 Intellectual property

- 13.1 All intellectual property is owned by or licensed to us, and you may not use it without our prior written consent.

14 Complaints and disputes

- 14.1 Complaints or queries may be directed to our call centre.
- 14.2 We retain the right to institute action in any court of law with jurisdiction to obtain urgent interim relief or to collect outstanding debts due and payable to us.
- 14.3 These terms and conditions will be governed by and construed in accordance with the laws of the Republic of South Africa.

15 Notices and serving of documents

- 15.1 Your residential address provided by you on the Membership Rewards programme application form at the time of application and updated by you from time to time is your chosen address for delivery by hand of legal documents.
- 15.2 We choose the following address for delivery by hand of legal documents:
Nedbank Limited
1st Floor
Finance Place (D Block)
135 Rivonia Road
Sandton
Sandton
2196

16 Electronic Communications and Transactions Act

- 16.1 You are not allowed to send any notice or legal document to us by email.
- 16.2 In terms of Chapter 3 of the Electronic Communications and Transactions Act, by visiting our website and/or communicating with us by electronic means you acknowledge that all agreements, notices, disclosures and other communication sent by us satisfy any legal requirement, including and not limited to the requirement that such communication should be in writing.
- 16.3 Any other communication to you may be sent using the method of communication selected by you on the Membership Rewards programme application form and updated by you from time to time.

17 General

- 17.1 Where Membership Rewards points are accrued by a corporate or business, it will be the responsibility of the corporate or business to notify American Express, in writing and on an official letterhead, who its authorised representative is. American Express will not be responsible for any loss that the corporate or business may suffer as a result of any act of the authorised representative or any person purporting to be the authorised representative. The authority granted to an authorised representative will remain effective until American Express is notified of the termination of the authority. Any request to American Express given by an authorised representative may not be cancelled.
- 17.2 These additional terms and conditions, as amended or substituted by American Express from time to time, read together with the relevant terms and conditions of issue and use of American Express Cards, form the whole agreement between American Express and you in connection with the programme, your card account and the use of the Card.
- 17.3 Apart from the fact that it is possible to link an instruction to a specific account, it is not possible to verify the actual originator, and you therefore authorise us to act on any instruction purporting to originate from you, even if it transpires that both you and us have been defrauded by someone else, unless you have informed us to the contrary prior to us actioning a transaction.
- 17.4 No failure, delay, relaxation or indulgence on our part in exercising any power or right conferred on us under these terms and conditions will operate as a waiver of such power or right, nor will such failure, delay, relaxation or indulgence be deemed to be part of any of these terms and conditions.
- 17.5 You may not cede, delegate or otherwise transfer any rights or obligations arising from these terms and conditions without our prior approval, which approval will be given at our sole discretion.
- 17.6 If any of these terms and conditions are found to be invalid or unenforceable, such terms and conditions will be severable from the remaining terms and conditions, which will remain of full force and effect, and we will be entitled to vary and update all terms and conditions relating to the Membership Rewards programme.
- 17.7 Each time you use the Membership Rewards programme the version of the terms and conditions current at that time will apply to that transaction.
- 17.8 You hereby acknowledge that you have familiarised yourself with the current terms and conditions, which will be displayed on our website and which will, in addition, be hosted by our call centre.

1 MEMBERSHIP REWARDS REDEMPTION CARD

The following section explains how the Redemption Card works.

1.1 General

- Once your Membership Rewards account has been opened, you will receive your Redemption Card, which will give you access to your account.
- As soon as you receive your Redemption Card, you must sign it in the space provided.
- If you do not want your Redemption Card, do not use the card, destroy it immediately and let us know in writing.
- If we allow a Redemption Card transaction after your Redemption Card has expired or has been cancelled, it does not mean that we have extended the validity of your card. You remain liable for paying the amount owing relating to the transaction.
- We own the Redemption Card. When your Membership Rewards account is closed, you must give the Redemption Card back to us or to any person who is authorised to act on our behalf.

1.2 Using your REDEMPTION Card

- You can only use your Redemption Card if you have enough Membership Rewards points available.
- When you use your Redemption Card, you accept all the terms and conditions of the Redemption Card.
- If you use your Redemption Card outside the common monetary area (South Africa, Namibia, Lesotho and Eswatini), you must comply with the exchange control regulations.
- Card transactions made in foreign currencies will be reflected in South African rand on your statements.
- Your Redemption Card will have a PIN, which will allow you to withdraw your Membership Rewards as cash or use your card to pay at compatible point-of-sale or online merchants.
- You will not earn any additional Membership Rewards when you use your Redemption Card for point-of-sale or online transactions.
- If you believe there is an error regarding the amount deducted from your Redemption Card, you must let us know within 30 days of the date of the transaction by calling our call centre. You must indicate your Redemption Card number, the date and amount of the error, and describe the error and explain why you believe there is an error.
- With this agreement you authorise us (which authorisation may not be cancelled) to:
 - pay for any purchase and/or service in respect of which your Redemption Card or your Redemption Card number has been used, and to debit the amount to your Membership Rewards account; and
 - make the necessary entries to do the above and to reverse these entries when appropriate.
- We will not be liable to you if any merchant or supplier does not accept your Redemption Card or your Redemption Card number, or if we refuse to authorise any Redemption Card transaction.
- If there are any claims or disputes between you and any merchant or supplier in respect of the nature, quality or quantity of any goods or services you obtained from a merchant or supplier or in respect of anything else, our right to receive payment from you will not be affected in any way, nor will it give anyone a right of setoff or counterclaim against us.
- No merchant or supplier is our agent, and if you do not receive the goods and/or services you have paid for, you must contact the merchant or supplier to attempt to resolve the issue.
- Disputes between you and a merchant or supplier do not give you a right to charge back the disputed transactions.
- If a merchant or supplier gives you a refund, it will be credited to your Membership Rewards account only once we have received a credit voucher from the merchant or supplier.
- You may not stop any payment we are making or which we are about to make to a merchant or supplier in respect of any transaction, and you may not instruct us to reverse a payment in respect of a transaction that has already been made, unless provided otherwise by law.
- Unless you have reported your Redemption Card as lost, stolen or being used wrongfully, you will be liable for and must repay us all amounts we pay or have to pay if your REDEMPTION Card, your Redemption Card number or your PIN is used.
- You may not use the Redemption Card for any unlawful or illegal transactions. It is your duty to make sure that a transaction is lawful before you use the Redemption Card.

1.3 Keeping your REDEMPTION Card safe

- You must:
 - take proper care of your Redemption Card and do everything necessary to prevent it from being lost, stolen and/or used wrongfully;
 - keep your PIN secret; and
 - ensure that any record of your PIN is kept separate from the Redemption Card in a safe place .
- If your Redemption Card is lost or stolen, you must let us know immediately by calling the number on the back of the Redemption Card. You will receive a reference number during your telephone call, which you must remember.
- You must confirm your verbal notification to us in writing, stating the reference number, within 24 hours.
- To get a new Redemption Card you must go to a branch with your identity document or passport.

1.4 Fees, costs, interest and other charges

- We may charge:
 - purchase fees and ATM withdrawal fees, which may change from time to time;
 - a Redemption Card replacement fee for a lost, stolen or damaged Redemption Card;
 - fees for card transactions;
 - statutory levies and taxes; and
 - standard service and other fees and charges, including a dormancy fee and a returned-payment fee.
- To the extent that you are required to pay or reimburse any costs, fees, expenses or disbursements with regard to this agreement, you agree that it includes the payment or reimbursement of value-added tax, where applicable.

1.5 Card expiry and card account closure

- Your Redemption Card will expire on the date printed on the front of the Redemption Card.
- It is your responsibility to have your Redemption Card renewed before it expires.
- Your Redemption Card will be closed once your Membership Rewards account has been closed, terminated or cancelled.

1.6 Liability

- **We are not liable to you for any loss or damage you may suffer if:**
 - any person gained unauthorised access to your Redemption Card, your Redemption Card number, your PIN or any information in respect thereof; or
 - any person gained unauthorised access to any information or data (whether correct or incorrect), unless the loss or damage was caused by our negligence.

