

TERMS AND CONDITIONS

1. Definitions

Membership Rewards” means American Express Membership Rewards Program provided to eligible Cardmembers by Nations Trust Bank. “Cardmember” means a holder of an American Express Card issued by Nations Trust Bank. Enrolment Date” means the first day of the month in which the Bank receives the application for enrolment in the Membership Rewards non frequent traveler Option or the Membership Rewards Frequent Traveler Option. Enrolment Year” means the twelve month period commencing on the Program Enrolment Date and each successive Twelve month period thereafter. frequent Traveler program” means a participating global partner program. Frequent Traveler Option” means the option to redeem Frequent Traveler Rewards through the Program. Frequent Traveler Rewards” means rewards obtained by transferring points to Frequent Traveler Programs and such other rewards as may be added from time to time. Linked Accounts” means all eligible Card Accounts held by a Primary Card member for the purpose of accruing points. Non-Frequent Traveler Rewards” means all rewards provided through the program other than Frequent Traveler Rewards including shopping, dining , entertainment, financial services, local travel, unique experience rewards and such other rewards as may be added from time to time. Points” means Membership Rewards Points . Program” means the American Express Membership Rewards Program and includes both the Frequent Traveler Option and the Non- Frequent Traveler Option. Program Account” means the Membership Rewards Program Account of a Cardmember.

2. Eligibility and Enrollment

2.1 All American Express Cardmembers Cards issued by Nations Trust Bank only (Excluding: The American Express Blue Credit Card, Corporate Cards and the nations Trust Bank John Keells Group Affinity Card) are eligible to participate in the Membership Rewards Program.

2.2 Eligible Cardmembers will not be automatically enrolled in the American Express Membership Rewards Non-frequent Traveler Option and the Frequent Traveler Option

2.3 Cardmembers are required to enroll in the American Express Membership Rewards Frequent Traveler Option as well and the Non-frequent Traveler Option by calling our 24 hour customer service hotline on (011) 4414141.

2.4 Only Card Accounts in good standing (i.e non-delinquent Accounts) at the Enrollment Date are eligible for enrollment

3. Fees

3.1 An Annual Fee of Rs. 500 will be charged for enrolment in the Membership Rewards Frequent Traveler Option. An Annual Fee of Rs. 250 will be charged for enrolment in the Membership Rewards Non- Frequent Traveler Option.

3.2 Fees for participation in the program shall be determined by the Bank and notified to Cardmembers from time to time

4. Points Accrual

(Applicable to both frequent Traveler Option and Non Frequent Traveler Option)

4.1 Except for promotional offers, Cardmembers earn one point for every Rs. 100 spend on their American Express Credit Card at any American Express Credit Card acceptance point locally or overseas excluding all cash advances, fees and charges against Credit Card facilities

4.2 Adjustments will be made to the Points earned in the Program Account if there are any credits arising from returned goods or services or from billing disputes.

4.3 Points accrued in the Program Account are not the property of the Cardmember and they are non transferable, whether by operation of law or otherwise, either to any other person. It could only be transferred to any of the participating Frequent Traveler partners or the Cardmember's Nexus account with the applicable conversion rate.

4.4 Points accrued in the Program Account has no cash or monetary value.

5. Points Expiration

There is no expiry date for Points earned while participating in the program. However the Bank reserves the right to institute an expiry date for points that have been already accrued or will be accrued thereafter.

6. Notice of Accumulated Points

The Bank will notify the Cardmember via the monthly statement of account the number of Points accrued as at the Card statement date. Cardmembers are able to able to redeem the points available as at their last statement of account.

7. Points Redemption

7.1 Only Card Accounts in good standing (i.e non-delinquent) will be eligible for Redemption

7.2 Points can be redeemed simply by calling our 24 hour Customer Service Hotline on (011) 4 414141 or by sending a fax to (011) 4 414142. Cardmembers are only able to redeem the points available as at their last statement of account.

7.3 On contacting the Bank the caller will be required to provide sufficient information to be identified as the Cardmember. Upon verification of identity a gift voucher will be dispatched by the Bank to the Cardmember.

7.4 When redemption is made the number of points redeemed will be deducted from the Cardmembers Program Account and the gift voucher will be dispatched to the Cardmember or his/her nominee.

7.5 The bank will not be liable for deliveries of gift vouchers via courier service

7.6 The Cardmember can pass the gift voucher redeemed to any person he/she wishes to. The Bank will not be held responsible / liable in any manner whatsoever once the gift voucher has been issued by the Bank and collected either by the Cardmember or his/her nominee from the Bank's counter or once the voucher has been posted or handed over to the courier to be delivered. The Bank will not be liable for any lost or stolen vouchers.

7.7 The Cardmember or his/her nominee will have to present the voucher at the Membership Rewards merchant outlet in order to redeem the product/ enjoy the service featured in the website.

7.8 In the event the voucher is not presented at the Membership Rewards partner Establishment within the validity period stipulated the Bank will not be held responsible in any manner whatsoever and will no reissue any replacement vouchers.

7.9 Products/services listed as redemption options are subject to availability. The Bank is not responsible for non availability of the products / services listed.

7.10The Bank reserves the right to add or replace any product/service offered as a redemption option in this guide without any prior notice.

7.11The Bank is not the supplier of any of the products or services redeemed at any of the merchant outlets and will therefore not accept any liability in respect of the quality of the products/services thereto. The Bank will not be liable for making prior bookings at any of the hotels/travel agents/airlines mentioned.

7.12The number of points required for redemption is subject to change without prior notice

7.13 Changes to redemption requests made and processed will not be accommodated

7.14 The Bank reserves the right to issue gift vouchers that have a limited validity period

7.15 The redemption options available will be listed on the American Express Website www.americanexpress.lk

8. Redeeming Non Frequent Traveler Rewards

8.1 All rewards are subject to availability and certain restrictions may apply

8.2 Any additional meals, transportation or accommodation arrangements made in connection with any reward will be the sole responsibility of the cardmember

8.3 In the event that the reward takes the form of a gift voucher should the cardmember purchase goods or services in excess of the value noted on the gift voucher, the Cardmember must settle payment or the difference to the participating service establishment.

9. Redeeming Frequent Traveler Rewards

9.1 Points may be converted into any one or more participating Frequent Traveler Program Partners.

9.2 To convert accrued Points to any participating Frequent Traveler Programs the Cardmember must first enroll and be a member of the applicable Program. Enrollment in such Programs is the Cardmember's responsibility

9.3 The conversion rates for Points into participating Frequent Traveler Programs vary among participating Frequent Traveler Program partners and details are subject to change at the sole discretion of the Bank.

9.4 Card members are subject to and must comply with the Terms and Conditions of the applicable Frequent Traveler Program in which they are enrolled.

9.5 The Bank assumes no responsibility for Points converted from a Cardmember's Program Account into a participating Frequent Traveler Program or for the actions of any participating airline or hotel in connection with its Frequent Traveler Program Partners or otherwise

9.6 Any airline or hotel's participation in the Program is subject to change with or without notice

9.7 The Bank's Credit Card travel insurance benefits do not apply to flights taken with frequent flyer tickets or Mackinnons Travel vouchers and including frequent flyer tickets obtained by using Points converted from a Cardmember's Program Account.

9.8 With regard to Travel vouchers redeemable at Mackinnons American Express Travel the following Terms and Conditions will apply.

9.8.1 The Travel Voucher can only be redeemed at Mackinnons Travels and is valid for 3 months from the date of issue

9.8.2 Travel Vouchers cannot be refunded, exchanged for cash nor used in conjunction with other promotional programs or offers. The redemption offer is bound by the terms and conditions of Nations Trust Bank, American Express Cards and their respective establishments

9.8.3 In the case of part payment using travel voucher, the balance should be paid using an American Express credit Card.

9.8.4 In the case of cancelled flights or bookings, Mackinnons Travels are liable for payments owing to the Cardmember if any.

9.8.5 Cardmembers will not be entitled to Travel Insurance when purchasing their ticket/s using the Travel Voucher.

9.8.6 The cardmember is solely responsible for any (i) insurance; (ii) airport transfer fees; (iii) airport taxes and (iv) fuel surcharges and levies.

9.8.7 Nations Trust Bank is not responsible for lost or stolen Travel Vouchers.

9.9 With Regard to Transferring points into the Asia Miles Programme a cardmember is required to transfer a minimum of 1000 MR points for a single redemption transaction and thereafter in multiples of 100 points.

10. Program Account

10.1 If the Card Account or any Linked Account is not in good standing (i.e delinquent). The cardmember's enrollment in the Frequent Traveler Program may be cancelled or Points accrued in the Program Account may be forfeited.

10.2 Cardmember's enrollment in the Frequent Traveler Program may also be cancelled or Points accrued may be forfeited due to the Card member's failure to adhere to the Terms and Conditions governing the Card Account or the Program

10.3 If a Card member cancels all Primary Cards, or for any reason the Bank cancels any Linked Accounts(s) , any Points accrued in the Program Account will at the discretion of the Bank be suspended and will not be capable of conversion or redemption. If the Cardmember reinstates any Card Account or if the bank reinstates the linked account(s) within one year of cancellation , any points accrued in the cardmember's Program account may be converted into a participating Frequent Traveler Program or redeemed for rewards subject to the Terms and Conditions of the Program.

10.4 If an eligible cardmember who has more than one Primary Card Account, voluntarily cancels any such Card account and at least one Primary Card Account remains, any Points accrued in the Program as a result of charges billed to the cancelled Card may be transferred to the remaining Card account in his or her name.

11. General

11.1 The Bank assumes no responsibility for any loss of whatever nature resulting from the redemption of either Frequent Traveler or Non-Frequent Traveler rewards.

11.2 The Bank can suspend or terminate the Program at any time it deems necessary in such a case, the Bank shall give advance notice to all Card members.

11.3 The Bank reserves the right to change the Program Terms and Conditions at any time

11.4 Fraud and abuse relating to the earning of Points in the Program or redemption of rewards including transfer of Points to participating Frequent Travel Programs may result in forfeiture of accrued Points as well as cancellation of a cardmember's Program Account

11.5 All questions or disputes regarding eligibility for the Program or the eligibility of Points for accrual or redemption of rewards including transfer of Points to a participating Frequent Traveler Program will be resolved by the Bank at its sole discretion

11.6 The Program Account is not transferable

11.7 The Bank's failure to enforce a particular Term or Condition does not constitute a waiver of that Term or Condition by the Bank

11.8 Once accrued Points in a Cardmember's Program Account have been redeemed for any reward in the Program including a transfer of Points to a participating Frequent Traveler Program , they cannot be refunded or transferred back into the Cardmember's Program Account

11.9 Any dispute concerning goods or services received as a reward under the Program shall be settled between the Cardmembers and the Service Establishment, which supplied the goods or services. The bank will bear no responsibility for resolving such disputes or for the dispute itself

11.10 Cardmembers agree to receive direct mailers from time to time which communicate special offers in conjunction with the Membership Rewards Program

11.11 In the event of a particular transaction being disputed or charged back or reversed for any reason points accrued from such transactions will be reversed by the Bank

11.12 Where a particular transaction has been performed and the points have been redeemed and subsequently either a dispute/ transaction reversal has been made, the Bank reserves the right to recover the Rupee equivalent of the extra points redeemed on account of such transactions by charging the Credit Card account or any other account maintained with nations Trust bank by the respective Cardmember. In the event a claim is made in such instances the Cardmember agrees to settle such sums due by the next payment date indicated in the Cardmembers statement

11.13 The Bank reserves the right to tie up with any other loyalty / reward/ mileage Program at its own discretion

11.14 Fraud or any such attempts relating to the earning and pooling of rewards points or redemption orders may result in forfeiture of the accrued rewards points in addition to the Card being withheld/ cancelled

11.15 If a customer decides to cancel his Card Account all points earned will be forfeited

11.16 In case of any dispute arising out of the Program the decision of the Bank will be final

11.17 The Bank reserves the right to add or remove Membership partner Establishment listed in the website www.americanexpress.lk at anytime during the Program without giving prior notice

12. Governing Law

These Terms and Conditions are governed by Sri Lankan law