

DINERS CLUB CREDIT CARDS
TRAVEL MILES REDEMPTION PROGRAM
General Terms and Conditions

TERMS AND CONDITIONS

1. Definition of Terms

As used herein, the following terms shall have the following meanings, unless the context otherwise requires.

"Account" means your BDO Diners Club Credit Card account/facility.

"Credit Card" means the BDO credit card under the Diners Club International Credit Card brand.

"Principal Cardholder" means the person to or for whom the Card is issued by BDO Unibank, Inc.

"Supplementary Cardholder" means any person(s), who, upon the application of the Principal Cardholder, is issued a Card.

"BDO" means BDO Unibank, Inc., its successors and assigns.

"Travel Miles Redemption Program" means the BDO Diners Club Rewards Redemption Program offered by BDO, as described in these Terms and Conditions, exclusively to Diners Club Principal Cardholders.

"Travel Miles" means the miles earned through usage of the Card as specified in these Terms and Conditions.

2. Eligibility

- a) BDO Diners Club Rewards Redemption Program (the "Travel Miles Redemption Program") is open to Diners Club Principal Cardholders only.
- b) All Diners Club Principal Cardholders in good credit standing (Credit Card account is current, not past due, not over credit limit and not cancelled) are automatically enrolled to the Travel Miles Redemption Program.
- c) No special enrollment or fee is currently required, although BDO reserves the right to introduce an enrollment or fee requirement in the future.
- d) Only Diners Club Principal Cardholders are qualified to redeem the Travel Miles. For purposes of earning Travel Miles, charges upon the Card of both Principal Cardholder and his/her Supplementary Cardholder/s (if any) will be considered.

3. Accumulation of Travel Miles

- a) Qualified transactions using Single Currency Card shall earn one (1) Mile for every P50.00 charged to BDO Diners Club International Credit Card and one (1) Mile for every P30.00 charged to BDO Diners Club Premiere Credit Card.
- b) Dollar transactions or purchases using Single Currency Card will be converted to its Philippine Peso equivalent prior to the computation of Travel Miles earned. It may change based on the current conversion rate on the posting date of the cardholder's transaction.
- c) Qualified international transactions using Dual Currency Card shall earn one (1) Mile for every \$1 charged to BDO Diners Club International Credit Card and two (2) Miles for every \$1 charged to BDO Diners Club Premiere Credit Card.
- d) Qualified transactions for accumulating and computing Travel Miles are: retail transactions, mail order/ telephone order transactions, In-store installment transactions and service merchant transactions (gas stations, drugstores and supermarkets).

- e) Transactions not included in the Travel Miles accumulation and computation are: Auto Charge and Charge on Demand transactions, Balance Transfer, EasyPay Cash, Cash-it-Easy, Balance Convert, EasyPay Convert, EasyPay Insurance Installment, casino, betting or gambling transactions, cash advance, cash advance fees, card replacement fees, sales slip retrieval fees, annual and monthly membership fees, finance charges, late payment charges, interest charges, purchase of traveler's check, returned check fee, installment pre-payment fee, refund fee, check cancel replacement fee, other operational fees and charges and all other fees and charges similar or analogous to the foregoing enumeration as determined by BDO, shall be excluded from this Travel Miles Redemption Program and shall not earn any Travel Miles.
- f) BDO may, from time to time, add to the above list of included transactions that will earn Travel Miles and will be announced through monthly statement of account, email, SMS blast or website posting. BDO's decision as to what transactions are included for the purpose of earning Travel Miles shall be final and conclusive.
- g) BDO reserves the right to amend the rules on accumulating / earning Travel Miles and adjust the required Travel Miles to redeem under the Travel Miles Redemption Program. Changes may be posted in BDO Website, published in the Travel Miles Redemption Catalogue or through other means of communication.
- h) For converted or upgraded credit cards, BDO reserves the right to forfeit or recompute the total available unredeemed Travel Miles.
- i) The basis for the computation of earned Travel Miles on installment transactions shall be the monthly amortization already posted into the Account. Outstanding installment transactions not yet posted into the Account are therefore not considered as having earned Travel Miles.
- j) Travel Miles earned by Principal Cardholder shall be reflected in the monthly statement of account. If within seven (7) days from receipt of the monthly statement of account, the Principal Cardholder does not dispute the number of Travel Miles earned for that particular billing cycle, the Travel Miles earned as reflected on the statement shall be deemed correct, final and binding upon the Principal Cardholder. Notwithstanding this, BDO has the right to reverse or deduct Travel Miles under the conditions set forth in item 4.b. below.
- k) Travel Miles accumulated by both the Principal Cardholder and the Supplementary Cardholder are credited to the Principal Cardholder's Account.

4. Duration and Loss of Travel Miles

- a) Travel Miles are redeemable by Principal Cardholders of good credit standing whose Credit Card accounts are active and current (i.e. no past due, no over credit limit and/or not cancelled). For Principal Cardholders with multiple Cards, said Cardholder should be of good credit standing (i.e. no past due and/or cancelled) on all his/her Cards regardless of whether or not the earned Travel Miles to be redeemed is with respect to only one, or some, or all of the Principal Cardholder's Credit Cards.

In the event that the Principal Cardholder is past due or delinquent, he/she may, at the option of BDO, redeem his/ her earned Travel Miles within the prescribed redemption period after his/her Account/s is/are fully paid.

- b) BDO reserves the right to suspend participation of the Principal Cardholder in the Travel Miles Redemption Program or exclude the Principal Cardholder from participating or continuing to participate in the Travel Miles Redemption Program or forfeit earned Travel Miles without BDO incurring liability as a consequence thereof if:
 - i. BDO determines that the Principal Cardholder or Supplementary Cardholder has in any way breached these Terms and Conditions or the Terms and Conditions Governing the Issuance and Use of the Credit Card, or
 - ii. BDO considers that there exists other reasonable ground/s to do so.

Further, BDO reserves the right to reverse or deduct Travel Miles erroneously credited

(e.g. miscredited or over credited) to the Credit Card without need of consent or notice to Cardholder, and without BDO incurring liability as a consequence thereof. In case reversal or deduction cannot be effected, BDO reserves the right to demand for immediate payment of the monetary equivalent of the Travel Miles erroneously credited or charge the monetary equivalent to the Credit Card account of the Cardholder.

- c) Transfer of Travel Miles from a terminated Credit Card account to any other current/active BDO Credit card account is not allowed.
- d) Fraud and abuse relating to the earning of Travel Miles in the Travel Miles Redemption Program or redemption of Travel Miles, as reasonably determined by BDO, may result in forfeiture of earned Travel Miles.
- e) To redeem Travel Miles, Principal Cardholder must not have violated either these Travel Miles Redemption Program Terms and Conditions or the Terms and Conditions Governing the Issuance and Use of the Card.
- f) For failure to satisfy the requirements in clauses a-e, the Principal Cardholder's redemption opportunities will be temporarily deferred until the conditions are satisfied, provided that the conditions are satisfied within the prescribed redemption period.

Should any violation occur after a redemption request has been made, BDO reserves the right to defer and/or stop the processing of the redemption request.

In the case of Principal Cardholder delinquency, BDO reserves the right to reinstate his/her eligibility for redemption but is under no obligation to do so.

- g) All questions or disputes regarding eligibility for the Travel Miles Redemption Program or eligibility of Travel Miles for redemption of Travel Miles including transfer of Travel Miles to a Partner Program will be resolved by BDO at its sole discretion.

5. Travel Miles Redemption

- a) BDO will from time to time, issue a Travel Miles Redemption Catalogue, via the BDO Website, which will determine the number of Travel Miles required for the Principal Cardholder to redeem items of his/her choice. BDO reserves the right to adjust the required Travel Miles to redeem items published in the Travel Miles Redemption Catalogue.
- b) Once the Principal Cardholder has accumulated the required number of Travel Miles, he/she may begin to redeem based in the Travel Miles Redemption Catalogue.
- c) The Credit Card must be valid, active, current, and not over limit at the time of redemption.
- d) Travel Miles are not transferable to any other person or convertible to cash. Travel Miles earned from BDO Diners Club Credit Cards cannot be combined with other Credit Card Points earned from other BDO Cards of the same BDO Principal Credit Cardholder.
- e) A Principal Cardholder may redeem items by any one of the following:
 - i. Online BDO Diners Club Redemption Form
 - ii. Calling the BDO Customer Contact Center at 8631-8000 or 1-800-10-631-8000
- f) Travel Miles earned can be redeemed for waiver of Annual Membership Fees, Push Travel Miles to Cash Credit and Push Travel Miles to PAL Mabuhay Miles or Asia Miles.
- g) BDO may, from time to time, add or remove airline programs and other redemption items. Changes may be posted in BDO Website, or through other means of communication.

6. Push Travel Miles to Cash Credit

- a) Conversion to Cash Credit is available to all BDO Diners Club Principal Cardholders only.
- b) The cash credits are non-transferable and not convertible to cash. However, it is treated as a credit or payment on any outstanding balance on the Card.

7. Push Travel Miles to PAL Mabuhay Miles and Asia Miles

i. PAL Mabuhay Miles

- a) PAL Mabuhay Miles is available to BDO Diners Club Principal Cardholders only.
- b) The Principal Cardholder must first be enrolled to the Mabuhay Miles frequent flyer program prior to redemption. Cardholders may enroll via www.mabuhaymiles.com before Travel Miles can be converted to PAL Mabuhay Miles.
- c) Travel Miles that have been converted to PAL Mabuhay Miles under the Principal Cardholder's name cannot be transferred back into Travel Miles.
- d) Travel Miles of the Principal Cardholder cannot be converted to any existing PAL Mabuhay Miles account under a different name.
- e) PAL Mabuhay Miles cannot be exchanged for cash or credit under any circumstances.
- f) Principal Cardholders are subject to, and must comply with the terms and conditions of the Mabuhay Miles frequent flyer program.

ii. Asia Miles

- a) Conversion to Asia Miles is available to all BDO Diners Club Principal Cardholders only.
- b) The Principal Cardholder must first be enrolled to the Asia Miles travel and lifestyle rewards programme prior to redemption. Cardholders may enroll via asiamiles.com before Travel Miles can be converted to Asia Miles.
- c) Converted Travel Miles of the Principal Cardholder can only be credited to an existing Asia Miles account with the same name.
- d) Travel Miles that have been converted to Asia Miles cannot be transferred back into Travel Miles.
- e) Asia Miles cannot be exchanged for cash or credit under any circumstances, and are subject to the terms and conditions of Asia Miles™.

8. Conditions for Redeeming Travel Miles

- a) Once the redemption is accepted by BDO, the same cannot be revoked or cancelled by the Principal Cardholder.
- b) Redeemed Travel Miles cannot be exchanged for other items, nor refundable, replaceable, or transferable for cash or credit, and cannot be converted back into Travel Miles.
- c) Converted Travel Miles to PAL Mabuhay Miles or Asia Miles shall be credited to the Principal Cardholder's rewards/mileage account within seven to ten (7-10) working days from the date of redemption.
- d) Converted Travel Miles to cash credit shall be posted to the Principal Cardholder's account within seven to ten (7-10) working days from the date of redemption.
- e) Principal Cardholders and Supplementary Cardholders under the Account of the Principal Cardholder are eligible for the redemption of Annual Membership Fee Waiver, but such redemption may be exercised once a year only.
- f) A redemption request authorizes BDO to give necessary information to its service provider required to fulfill the redemption process.

9. Taxation

- a) Principal Cardholders are ultimately responsible for the tax treatment/tax implication, if any, whether it be for a final tax or tax on income, of items redeemed. BDO gives no warranty and accepts no responsibility as to the ultimate tax treatment or any potential tax implication on redemption. In the event any item redeemed should result to an income tax or other tax liability to a Principal Cardholder, said income tax or other tax liability, if any, shall be shouldered by the Principal Cardholder.

10. Miscellaneous Provisions

- a) BDO shall be entitled to have an agent or contractor to carry out any, all or part of the Travel Miles Redemption Program on its behalf. To this end, Principal Cardholder consents and hereby authorizes BDO to supply any such agent or contractor with such information as may be necessary or required for them to perform their duties.
- b) These Terms and Conditions and the implementation hereof are subject to applicable laws,

government rules and regulations. For administrative complaints related to the Travel Miles Redemption Program, the venue of administrative action shall be in accordance with the Department of Trade and Industry's rules on venue of action. Venue of any civil action arising under this agreement shall be in proper courts having jurisdiction over the principal office of BDO, all other venues of suit being waived. These Terms and Conditions shall be governed by and interpreted in accordance with Philippine law.

11. Agreement to Terms and Conditions

- a) By participating in the Travel Miles Redemption Program, the Principal Cardholder agrees to be bound by these Terms and Conditions.