

# “Privilege” Loyalty Programme specific Terms and Conditions

The present terms and conditions of the Privilege Loyalty Programme (hereinafter the "Programme") are applicable as of February 10th, 2020, in addition to Europcar Terms and Conditions of hire, Europcar Privacy policy and Europcar Insurance Protection (hereinafter "Europcar General Terms and Conditions").

## 1. Definitions

**Driver:** is defined as the customer who drives the rented vehicle

**Member:** is defined as the customer who subscribed to the Programme.

**Europcar ID:** also called Driver ID or Membership ID, is defined as the personal identification number assigned to a Driver at the time of vehicle pick-up in a Europcar location or when he/she creates a Europcar account on the Website. In order to obtain a Europcar ID, the driver needs to accept Europcar General Terms and Conditions as well as the Privacy Policy of Europcar.

This Europcar ID must be used at booking and/or renting time to obtain Privilege credits and benefit from all Programme benefits.

**Membership ID** is the same identification number as the Europcar ID and is key to receiving the Privilege programme credits and rewards.

**Worldwide Europcar locations** define all agencies where customers can pick-up or return a Europcar vehicle and can be viewed here: <https://www.europcar.com/location> and may be amended from time to time.

The Programme is not effective in the following countries: Canada, China, Cuba, Japan and the United-States.

The Programme can be used together with Europcar's Airline or Hotel partner programmes (hereinafter "Partner Programmes"), which means that Privilege members can earn Privilege credits and Partner Programme points / miles for the same rental.

**Event:** is defined as the automated Tier level upgrade, downgrade or renewal into a Club, Executive, Elite or Elite VIP Tier level.

**Parties:** shall designate Europcar and the driver

**Privilege card:** is defined as a Privilege ID card or a Privilege Charge card, **in plastic or in virtual format**, allowing the Privilege member to add up Privilege credits and benefit from the advantages relevant to his/her Privilege status. A Privilege member gets a new Privilege card each time his/her Privilege status changes.

Club and Executive Privilege Members do not receive any plastic card at all and need to add their virtual card on their phone wallet. Elite and Elite VIP Privilege Members can choose to add the virtual card on their phone wallet in which case no plastic card will be sent.

**Payment ID:** is defined as the Privilege member valid method of payment which details are saved by the customer at time of sign-up or entered for each booking. All costs associated with the Privilege member's rentals will be charged to the preferred means of payment. A valid method of payment can either be a valid Privilege Charge card or a valid bank card as defined in the General Terms and Conditions.

**Privilege ID card:** is defined as a Privilege Member's name card, sent by Europcar by email during registration, or by post within three weeks after the registration if the Privilege Member has not added her/his virtual card.

**Privilege Charge card:** is defined as the Privilege membership card provided by Europcar to the employees of a company benefiting from an authorised and valid Europcar business account and who has been duly and namely authorized by his/her company to use it as a valid means of payment. A Privilege Charge card will be linked to a business account but dedicated to a nominated individual Privilege member.

For Elite and Elite VIP tier level, if the Privilege member has not added her/his virtual card, the Privilege Charge card will be sent to the relevant Privilege member by post and/or to his/her company's headquarter as per rules defined at time of contractual conditions set-up for the company's cards dispatch address. The card is issued and mailed only after the driver's company has finalised the authorisation process.

**Privilege Credits:** are defined as the unit values, counted in credits and defining the Privilege Member's Status. The Privilege Credits are generated based on the number of Qualifying Rentals and the number of Qualifying Days credited to a Privilege

Member over a Qualifying Period. One credit is either equivalent to one Qualifying Rental or to one Qualifying Day. Privilege Credits do not constitute a means of payment and cannot be converted into money.

The Privilege Credits can be viewed online in the Account section of the Europcar website after one week following the invoicing of a Qualifying Rental when the rental took place in Australia, Austria, Belgium, France, Germany, Italy, New-Zealand, Portugal, Spain, Switzerland, and the United-Kingdom and 6 weeks after invoicing if the rental took place in other countries of the Europcar network.

Should the Qualifying Rental not actually be paid, the relevant Privilege Credits will not be granted until the transaction is fully completed. Europcar may grant Privilege Credits to Privilege Members for promotional purposes.

**Privilege Members:** shall designate a customer that has enrolled into the Programme. Privilege Members will earn Privilege Credits for their short term rentals only. Rentals of 22 days and above will be granted a flat amount of Qualifying Days fixed at 21 days.

**Privilege Rewards** shall designate any Reward that a Driver may earn by accruing Privilege Credits. They depend on the Tier level of the Driver.

**Privilege Credits for Rewards:** are defined as the unit values, counted in credits to benefit from the Privilege Rewards. The Privilege Credits for Rewards are generated by the number of Qualifying Rentals.

**Privilege enrollment form:** is defined as the Privilege Loyalty Programme enrollment form accessible via the Europcar websites

Before submitting his/her application, the driver shall accept the Privilege Loyalty Programmes Specific Terms and Conditions.

**Priority:** priority service is granted to members who have completed an online check in. It allows the member to benefit from a priority access to his/her vehicle as the rental agreement is prepared in advance with all information from the customer's profile & booking thereby saving time at the counter.

**Master Rental Agreement (MRA):** this option enables the members who saved up-to-date & complete payment details on their account and logged in to make their booking to bypass the counter without having to sign the rental agreement unless the local law of the country of rental expressly forbids such practice (e.g. South Africa and Portugal) : to benefit from this service the Privilege Member needs to fill-in and keep up to date all payment details in his/her online account and accept that his/her means of payment be charged with all amounts related to the rental.

**Programme:** is defined as the Europcar Privilege Loyalty Programme, applicable to the Europcar brand only.

**Privilege Status or Tier level:** is defined as the level a Privilege Member has reached in proportion of his/her Privilege Credits. There are four Privilege Statuses / Tiers level each allowing the Privilege Member to benefit from special advantages:

- Privilege **Club** (entry level), up to 9 rentals or up to 39 rental days within 24 months from entry date into the status level
- Privilege **Executive** (frequent renter level), 10-24 rentals or 40-84 rental days within 24 months from entry date into the status
- Privilege **Elite** (very frequent renter level), 25-40 rentals or 85-129 rental days within 24 months from entry date into the status
- Privilege **Elite VIP** (VIP level), 40+ rentals or 130+ rental days within 24 months from entry date into the status

The Privilege Status taken into account is the status reached by the Privilege Member at time of Vehicle pick-up. Status is valid for 24 months.

**Qualifying Day:** is defined as each day of a Qualifying Rental. For instance, a one day Qualifying Rental is both a Qualifying Day and a Qualifying Rental. Qualifying days showing 0 as a value are rentals made on a rate excluded from the Privilege Credits.

**Qualifying Rates for Status and Privilege rewards:** are defined as the rates enabling Privilege Members to move up to next tier level: all rentals and days count whatever the rate with the exception of the following rate families for which no Privilege credits are granted :

- special rates for replacement rentals through an insurance company
- automobile club special rates
- rentals made through an intermediary such as a Tour Operator or a Broker or an Online Travel Agency or a Travel Agency network or a price aggregator
- no show rentals
- canceled rentals
- free rentals

Any rental linked to the above listed rates will not be taken into account for Privilege Credits nor towards the next Privilege status. However, the Privilege Member will benefit from all other advantages linked to the Programme.

**Qualifying Rentals for Privilege Status and Privilege rewards:** are all Qualifying Rentals whether made on public or negotiated/contractual rate which entitle the Privilege Member to move up to next Tier level and earn Privilege rewards.

**Tier level/Privilege Status validity period:** is defined as the validity period of the Tier level during which the Privilege Member may earn Privilege Credits. This validity period is a 24 months period starting on the date of the enrolment, the renewal or downgrade Event and ending on the same day 2 years later.

In case of a tier level renewal or downgrade, the Privilege Credits are reset to zero at the end of the Tier level validity period.

No free weekend reward will be granted for Privilege Status renewal or downgrade.

**Vehicle:** is defined as any car, van or truck rented by a Driver from Europcar.

**Website:** is defined as <https://www.europcar.com>

## 2. Presentation of the Europcar Privilege Loyalty Programme

The **Programme** is a free programme, offered by Europcar in order to reward its drivers for their loyalty in proportion to their Vehicle rental frequency. Drivers who enroll into the Programme will benefit from priority access to their car provided their profile is complete namely all means of payment details saved on their account or provided at time of booking or their online check-in completed before pick-up date.

Privilege Members earn Privilege Credits in order to reach one of the Privilege Statuses/Tier levels and their related advantages. All information about the Programme may be found in the Loyalty Programme section of the Website.

The programme is only applicable to the Europcar brand and for rentals booked directly with Europcar.

## 3. Membership conditions and enrollment process

In order to enrol into the Programme a driver shall:

- fill in the online Privilege sign-up form
- provide a valid and personal email address,
- confirm acceptance of the General Terms and conditions and Privilege Loyalty Programme Specific Terms

The customer will then receive a confirmation email from Europcar sent at the email address provided.

The Privilege enrollment form is available in the Loyalty Programme section of the direct Europcar websites: website addresses can be obtained on [www.europcar.com](http://www.europcar.com).

## 4. Privilege Cards

When joining the Programme for the first time, the Driver qualifies for the entry Tier level which is the Privilege Club.

Each Privilege Member will be provided with a single, individual and not transferable Privilege card in virtual format, displaying:

- His or her Tier level;
- The expiry date for his or her current card when a Privilege Company Charge card is issued;
- The Company name if the driver is a Corporate / Partner client
- The relevant Corporate contract number
- If applicable, charge card information such as business account number, charge card sequence number and company contract number

Upon registration, the Privilege members will receive a confirmation email with a link to add the virtual card to their phone.

Following a change of status within the Programme, the member will receive new card details by email and his/her virtual card will be updated accordingly in real time.

For upper tier levels such as Elite and Elite VIP, the plastic card will be sent only if the member has not downloaded his/her virtual card.

In order to benefit from priority access to the vehicle, advance booking with the Privilege membership ID is mandatory as well as online check in if the payment details were not saved on the account.

In some locations, it might be required to present the Privilege virtual card at vehicle pick-up date and time.

## 5. Privilege benefits

### 5.1. Priority access at time of vehicle pick-up

Privilege Members can benefit from a priority access to their vehicle, either via a dedicated lane or a priority access to the counter or a priority access via a parking cabin.

Prerequisites:

- an advance booking at least 2 hours before pick-up date and time
  - a complete and up to date [online membership account](#) with driving licence & preferred payment card details
- or
- a certified account via a complete scan and check process on the Europcar app
- or
- a completed online check in

In some Europcar locations, the Privilege Member who has saved all payment card details on his/her account will be able to retrieve his/her vehicle keys from a self-service key box system thus bypassing the counter and going directly to the car park.

### 5.2.. Master Rental Agreement

Privilege members who have saved their preferred payment card details on their online account and accepted the related terms and conditions accept that their preferred payment card will be charged with all amounts related to the rental without the need to sign the rental agreement at the counter and upon presentation of their driving licence.

### 5.3 Other Privilege benefits

When enrolling in the Europcar Privilege programme, the member opt-ins to receive transactional emails/sms related to the programme benefits and rewards.

From time to time, Privilege members will receive member-only offers in addition to transactional emails/sms. Privilege members can opt-out from these offers at any time via the link provided in each Privilege email.

#### 5.3.1. All Tier levels

These provisions apply to all Tier levels:

- priority access to the vehicle ( see section 5.1)
- member only exclusive promotions sent by email
- Guaranteed reservation: for all Privilege Tier levels, the reserved vehicle is kept up to station closing time or up to 12:00 (noon) the day following the due pick up time and date for 24/7 stations
- 24/7 access to Member's Privilege account: when logged in on the My Europcar section online.
- Hotel preferential rates: 15% Discount on best unrestricted rates in Accor hotels

#### 5.3.2. Privilege Club

Qualification for the Privilege Club Tier level:

All new members are qualified for this level as of enrolment time. A Privilege Club member will be automatically upgraded to the next Tier, Privilege Executive, when reaching 10 Qualifying Rentals or 40 Qualifying Days of rental during Tier level validity period.

Privilege Club Members benefit from:

- **A free weekend rental after third rental:** the free rental offer is received after completion of 3rd rental, once per calendar year and is applicable for 3 days maximum with the Saturday night included only on vehicles of the CDMR category.

The free weekend rental is applicable once per calendar year whatever the change in the Privilege tier level

To benefit from the free weekend, the Privilege Member profile must contain a valid e-mail address.

The Privilege Club Member will receive his/her free weekend reward as follows:

- an email will be sent 2 working days after vehicle return for the third rental, to the email address provided at enrolment time,
- the email will carry a dedicated URL address to access the free weekend booking website enabling the Privilege Member to book and issue his/her free weekend e-voucher

The following stations in Belarus are excluded from this free weekend benefit : Brest railway station (station code BQTX01); Grodno railway station (GNAX01); Gomel railway station (GMEX01); Mogilev railway station (MVQX01); Vitebsk railway station (VTBX01).

When booking his/her free weekend, the Privilege Member must read and accept the specific terms and conditions applicable to the Privilege free weekend benefit. In particular, Privilege free weekends cannot be modified, cancelled or refunded.

#### **A coupon voucher of 10 € after the second rental:**

The coupon voucher is received after completion of 2nd rental once per calendar year whatever the change in the Privilege tier level. Rentals on promotional rates or corporate rates are not counted towards this Reward.

To benefit from the coupon voucher, the Privilege Member profile must contain a valid e-mail address.

The Privilege Club Member will receive his/her coupon voucher as follows:

- an email will be sent 2 working days after vehicle return for the second rental, to the email address provided at enrollment time,
- the email will carry a coupon code to benefit from the discount

#### **5.3.3. Privilege Executive**

Qualification for the Privilege Executive Tier level:

To join or remain in the Tier level Privilege Executive, a Privilege Member should reach 10 Qualifying Rentals or 40 Qualifying Days of rental during Tier level validity period..

Privilege Executive Members benefits are as follows:

- Free week-end when moving up to Executive Tier level

Privilege Executive Members will benefit from a free weekend rental when moving up to the Executive Tier level.

The free rental weekend is applicable for 3 days maximum with the Saturday night included

To benefit from the free week-end, the Privilege member profile must contain a valid e-mail address.

The Privilege Executive Member will receive his/her free weekend reward as follows:

- an email will be sent 2 working days after Tier level upgrade, to the email address provided at enrolment time,
- the email will carry a dedicated URL address to access the Privilege free weekend booking website enabling the Privilege Member to book and issue his/her free weekend e-voucher

The free weekend rental is applicable only when upgraded to Executive. Therefore it is not applicable when the Privilege Member is renewed in the same Tier level or downgraded from the Elite Tier level to the Executive Tier level.

- Free weekend after third rental

Privilege Executive Members may also benefit from a free weekend rental after 3rd rental once they are upgraded to the Executive tier level.

The free rental offer is received after completion of 3rd rental once per year and is for 3 days maximum with the Saturday night included.

The free weekend rental is applicable once per calendar year whatever the changes in the tier level.

To benefit from the free weekend, the Privilege Member profile must contain a valid e-mail address.

The Privilege Member will receive his/her free weekend reward as follows:

- an email will be sent 2 working days after Vehicle return for the third rental, to the email address provided at enrolment time,
- the email will carry a dedicated URL address to access the free weekend booking website enabling the Privilege Member to book and issue his/her free weekend e-voucher

The following stations in Belarus are excluded from this free weekend benefit : Brest railway station (station code BQTX01); Grodno railway station (GNAX01); Gomel railway station (GMEX01); Mogilev railway station (MVQX01); Vitebsk railway station (VTBX01).

In booking his/her free weekend, the Privilege Executive Member must read and accept the specific terms and conditions applicable to the Privilege free weekend benefit. In particular, Privilege free weekends cannot be modified, cancelled or refunded.

- A coupon voucher of 20 € after the fifth rental: the coupon voucher is received after completion of fifth rental once per calendar year whatever the changes in the tier level.

To benefit from the coupon voucher, the Privilege Member profile must contain a valid e-mail address.

The Privilege Member will receive his/her coupon voucher as follows:

- an email will be sent 2 working days after Vehicle return for the fifth rental, to the email address provided at enrolment time,
- the email will carry a coupon code to benefit from the discount
- Single Car Upgrade upon availability: a one car category upgrade will be proposed whenever possible.

This upgrade is not eligible for Privilege free rewards, for rentals longer than 14 days and for vans and trucks.

#### **5.3.4. Privilege Elite**

Qualification for the Privilege Elite Tier level:

To join or remain in the Privilege Elite Tier level, a Privilege Member should reach 25 Qualifying Rentals or 85 Qualifying Days of rental during Tier level validity period.

Privilege Elite Members benefits are as follows:

- Free weekend when upgrading to Elite tier level

Privilege Elite Members will benefit from a free weekend rental when moving up to the Elite Tier level:

The free rental is applicable for 3 days maximum with the Saturday night included.

To benefit from the free weekend, the Privilege Member profile must contain a valid e-mail address.

The Privilege Elite Member will receive his/her free weekend Reward as follows:

- an email will be sent 2 working days after Tier level upgrade, to the email address provided at enrolment time,
- the email will carry a dedicated URL address to access the Privilege free weekend booking website enabling the Privilege Member to book and issue his/her free weekend e-voucher

The free weekend rental is applicable only when upgraded to Elite. Therefore it is not applicable when Privilege Member is renewed in the same Tier level or downgraded from the Elite VIP level to Elite level.

- Free weekend after third rental

Privilege Elite Members will benefit from a free weekend rental after 3rd rental after moving to the Elite Tier level. The free rental offer is received after completion of 3rd rental once per calendar year whatever the changes in the tier level and is applicable for 3 days maximum with the Saturday night included.

The free weekend rental is applicable once per calendar year whatever the changes in the tier level.

To benefit from the free weekend, the Privilege Member profile must contain a valid e-mail address.

The Privilege Member will receive his/her free weekend reward as follows:

- an email will be sent 2 working days after Vehicle return for the third rental, to the email address provided at enrolment time,
- the email will carry a dedicated URL address to access the Privilege free weekend booking website enabling the Privilege Member to book and issue his/her free weekend e-voucher

When booking his/her free weekend, the Privilege Member must read and accept the specific terms and conditions applicable to the Privilege free weekend benefit. In particular, Privilege free weekends cannot be modified, cancelled or refunded.

The following stations in Belarus are excluded from this free weekend benefit: Brest railway station (station code BQTX01); Grodno railway station (GNAX01); Gomel railway station (GMEX01); Mogilev railway station (MVQX01); Vitebsk railway station (VTBX01).

- A coupon voucher of 30 € after the fifth rental: the coupon voucher is received after completion of fifth rental once per calendar year whatever the changes in the tier level.

To benefit from the coupon voucher, the Privilege Member profile must contain a valid e-mail address.

The Privilege Member will receive his/her coupon as follows:

- an email will be sent 2 working days after vehicle return for the fifth rental, to the email address provided at enrolment time,
- the email will carry a coupon code to benefit from the discount
- Double car Upgrade upon availability: car category upgrade for two categories above will be proposed whenever possible. This upgrade is not eligible for Privilege free rewards, for rentals longer than 14 days and for vans and trucks.
- Free Additional driver: Privilege Elite Members can benefit from one additional driver at no extra charge.

### **5.3.5. Privilege Elite VIP**

Qualification for the Privilege Elite VIP Tier level:

To join or remain in the top Tier level Privilege Elite VIP, a Member should reach 40 rentals or 130 rental days during his/her Tier level validity period.

Privilege Elite VIP Members benefits are as follows:

- Free weekend when moving up to Elite VIP Tier level

Privilege Elite Members will benefit from a free weekend rental when moving up to the Elite VIP Tier level: The free rental is for 3 days maximum with the Saturday night included.

To benefit from the free week-end, the Privilege Member profile must contain a valid e-mail address.

The Privilege Elite VIP Member will receive his/her free weekend reward as follows:

- an email will be sent 2 working days after Tier level upgrade, to the email address provided at enrollment time,
- the email will carry a dedicated URL address to access the Privilege free weekend booking website enabling the Privilege Member to book and issue his/her free weekend e-voucher

The free weekend rental is applicable only when upgraded to Elite VIP. Therefore it is not applicable when the Privilege Member is renewed in the Elite VIP Tier level.

- Free week-end after third rental

Privilege Elite VIP Members will benefit from a free weekend rental after 3rd rental after moving to the Elite VIP Tier level. The free rental offer is received after completion of 3rd rental once per calendar year whatever the changes in the tier level and is applicable for 3 days maximum with the Saturday night included

The free weekend rental is applicable once per calendar year whatever the changes in the tier level.

To benefit from the free weekend, the Privilege Member profile must contain a valid e-mail address.

The Privilege Member will receive his/her free weekend reward as follows:

- an email will be sent 2 working days after Vehicle return for the third rental, to the email address provided at enrolment time,
- the email will carry a dedicated URL address to access the Privilege free weekend booking website enabling the Privilege Member to book and issue his/her free weekend e-voucher

When booking his/her free weekend, the Privilege Member must read and accept the specific terms and conditions applicable to the Privilege free weekend benefit. In particular, Privilege free weekends cannot be modified, cancelled or refunded.

The following stations in Belarus are excluded from this free weekend benefit: Brest railway station (station code BQTX01); Grodno railway station (GNAX01); Gomel railway station (GMEX01); Mogilev railway station (MVQX01); Vitebsk railway station (VTBX01).

A coupon voucher of 30 € after the fourth rental: the coupon voucher is received after completion of fourth rental once per calendar year whatever the changes in the tier level

To benefit from the coupon voucher, the Privilege Member profile must contain a valid e-mail address.

The Privilege Member will receive his/her coupon as follows:

- an email will be sent 2 working days after Vehicle return for the fourth rental, to the email address provided at enrolment time,
- the email will carry a coupon code to benefit from the discount
- Double Upgrade upon availability: car category upgrade for two categories above will be proposed whenever possible. This upgrade is not eligible for Privilege free rewards, for rentals longer than 14 days and for vans & trucks.
- Free Additional driver: Privilege Elite VIP Members can benefit from one additional driver at no extra charge.
- Free membership to Priority Pass: Privilege Elite VIP Members can benefit from free annual membership for the Priority Pass service giving access to more than 1000 airport lounges worldwide, plus the first lounge access for free.

Eligible Privilege Elite VIP Members will receive an e-mail with all details to activate the Priority Pass benefit.

The Priority Pass benefit is applicable only when upgraded to Elite VIP tier level. It is not applicable when the Privilege Member is renewed in the Elite VIP tier level.

To benefit from Priority Pass, the Privilege Member profile must contain a valid e-mail address.

## 6. Privilege credits

A Privilege Member switches from one Tier level to another in proportion of his/her Privilege Credits.

A Privilege Member receives Coupon and Free weekend rewards in proportion of his/her Privilege Credits.

After his/her enrollment to the Programme, the Privilege Member automatically becomes a Privilege Club Member and starts earning Privilege Credits to reach the Privilege Executive status as long as the membership id is entered at time of booking and/or rental.

To be entitled to earn Privilege Credits, the Privilege member must be the main driver of the rental and the invoice corresponding to the rental must be in the name of the Privilege Member.

Privilege Members qualify for the Privilege Executive status when they reach either 10 (ten) Qualifying Rentals or 40 (forty) Qualifying Days over a tier level validity period.



Privilege Members qualify for the Privilege Elite status when they reach either 25 (twenty-five) Qualifying rentals or 85 (eighty five) Qualifying Days over a tier level validity period.

Privilege Members qualify for the Privilege Elite VIP status when they reach either 40 (forty) Qualifying Rentals or 130 (hundred and thirty) Qualifying Days over a tier level validity period.

### **6.1. Privilege Status / Tier level upgrade**

Each Privilege Member can have his/her Tier level upgraded as soon as he/she reaches the necessary number of Privilege Credits. This number can be reached either by reaching the necessary number of Qualifying Days or the necessary number of Qualifying Rentals over a tier level validity period. The Privilege Member will benefit from this new Tier level as soon as he/she reaches the necessary amount of Privilege Credits and for the end of the current tier level validity period as well as for the following one.

A Privilege Member may be upgraded to the next Tier level during his/her Tier Level validity period

### **6.2. Privilege Status / Tier level downgrade**

A Privilege Member will be downgraded if the Privilege Member does not earn any Privilege Credit over a Tier level validity period or does not reach either the necessary amount of Qualifying Rentals or the necessary amount of Qualifying Days to satisfy the conditions of his/her current Privilege Status.

The Privilege Member will however be upgraded as soon as he/she reaches the necessary amount of Privilege Credits to benefit from a higher Tier level.

The Privilege Member can only be downgraded to the next lower Tier level over a Tier level validity period and will at minimum benefit from the Privilege Club advantages.

In case of Tier level upgrade or downgrade, Club and Executive Privilege Members will no longer receive any plastic card (effective as of August 30th 2018), but their virtual card will be updated. Elite and Elite VIP Privilege Members who did not choose the virtual card will receive a new plastic card.

Without prejudice of the provisions of article 8 below, the Privilege Member's current status is renewed if, at the end of the Tier level validity period, the Privilege Member still satisfies the conditions for his/her current Privilege Status

### **6.3. Privilege Status / Tier level renewal**

A Privilege Member will be renewed in the same Tier level if the Privilege member maintains the required number of rentals and rental days to stay in the same Tier level at the end of the Tier level validity period.

In case of a renewal in the same Tier level no card will be resent to the Driver unless he/she holds a company charge card.

## **7. Liability**

### **7.1. Privilege member liability**

By enrolling into the Programme, the Privilege Member acknowledges that he has read and understood the present Privilege Loyalty Programme specific Terms and Conditions.

The Privilege Member warrants that the information provided on the online form is true, complete and accurate. The Privilege Member undertakes to keep his/her profile up to date via the online account section of the Europcar site.

The Privilege Member shall notify Europcar in writing of any condition that would impair driving ability as well as of any loss or theft of the Privilege card.

The Privilege Member agrees to fully indemnify and hold Europcar harmless from and against any loss, liability or expense arising out of any failure to so notify Europcar or of the non disclosure by a Privilege Member of a change in any of the information previously provided or of any infringement of the Privilege Loyalty Programme Specific Terms.

### **7.2. Europcar Liability**

The priority access to the vehicle will only be available in the countries where local laws do not expressly forbid such service. Europcar will make its most reasonable commercial efforts in order to provide the Privilege Member with priority access to the vehicle

However, Europcar shall not be liable for any loss, damage or expense resulting from the failure to provide the Privilege Member with such priority access.

## 8. Termination

### 8.1. Termination by the Privilege Member

At any time, the Privilege Member may cancel his/her enrolment through the [contact us](#) loyalty section. This will imply the complete withdrawal from the Programme, thus permanently ending the benefits related to the Programme.

### 8.2. Termination by Administrator

In case of any breach by the Privilege Member of Europcar General Terms and conditions and more specifically the present specific terms, Europcar is entitled to terminate the Privilege Member's enrolment to the Programme without prior notice.

Europcar may terminate the enrolment into the Privilege Member loyalty programme for any reason whatsoever by sending to the Privilege Member a one month prior notice via email or postal mail.

The Privilege card remains the sole property of Europcar and must be returned to Europcar on demand.

## 9. Claims and Notifications

### 9.1. Privilege Credit claim

If the Privilege Member notices that Privilege Credits have not been properly credited to his or her account after a minimum waiting period of six (6) weeks following the invoicing of a Qualifying Rental, he/she may request that the balance be adjusted within a period of six (6) months following a Vehicle rental made at the relevant Privilege location (based on the vehicle return date).

To do so, Privilege Members should login on the Europcar website and complete all mandatory fields of the Privilege online query form in [the Query section of My Europcar](#), i.e. reservation or rental agreement number, pick-up date and station, return station.

To be entitled to earn Privilege Credits, the Privilege member must be the main driver of the rental and the invoice corresponding to the rental must be in the name of the Privilege Member.

### 9.2. Miscellaneous

The Privilege Member may submit any other query regarding the Programme through the [contact us](#) loyalty section with the following object "Europcar Privilege Loyalty programme".

## 10. Collected Personal Data

By enrolling into the Programme, Privilege Members accept that their personal data collected in the Privilege enrolment form will be saved on a computerized secured database and used in order to speed up the rental process or inform the member on his/her status in the programme and his/her rewards. For instance, Privilege Members won't need to fill in this information for each rental. The Privilege Member personal data will be stored under a Europcar ID in a fully secured environment. Therefore, by logging into his/her My Europcar or by quoting the Europcar ID over the phone or at counter, Europcar will have access to the Privilege Member data. Such information will also be pre-filled on the online booking form so that the Privilege Member only has to select the relevant rental time and place as well as the Vehicle category. The Privilege Member will be able to access and change his/her personal data at any time by logging in the My Account / My Europcar section.

Europcar only stores personal data of Privilege Members for as long as is necessary to achieve the purposes described in the Europcar Privacy Policy (<https://www.europcar.com/security-and-privacy-policy>), in accordance with applicable law.

## 11. Modification of the Privilege Loyalty Programme Specific Terms

Europcar may amend the Privilege Loyalty Programme Specific Terms from time to time. The Privilege member shall therefore refer to the latest version of the Privilege loyalty programme Specific Terms available online.

These amendments shall be deemed to have been approved by the Privilege Member unless he/she gives Europcar written notice of the contrary within one month following the relevant amendment.

Europcar may end the Privilege Loyalty Programme at its sole discretion by providing at least a ninety (90) days written notice to the Privilege Member. In any case, each Privilege Member will benefit from the advantages of his/her Privilege ~~card~~ membership until its expiry date.

## 12. Force majeure

Either Party shall be excused from any delay or failure in performance of its obligations caused by any occurrence or contingency beyond its reasonable control, including but not limited to earthquake, labour disputes, riots, governmental requirements, decisions and/or regulations, failure of computer equipments, failures or delays of sources from which data is obtained and transportation difficulties.

In case of occurrence of a force majeure event, the Party prevented from executing its obligations shall not be liable for such default and shall make its best efforts to make the force majeure event cease.