

AFRASIA XtraMiles Loyalty Programme

Terms and Conditions

AFRASIA XTRAMILS LOYALTY PROGRAMME Terms and Conditions

Effective 01 July 2021

As an AfrAsia Titanium Mastercard or World Mastercard credit cardholder, you may participate in the AfrAsia XtraMiles Loyalty Programme (**Programme**) by registering through the XtraMiles Portal (as defined below).

Participation in the Programme gives you the opportunity to earn XtraMiles (as defined below) on purchases made with your AfrAsia Titanium Mastercard or your AfrAsia World Mastercard (please see the *XtraMiles Accumulation*" clause below for details). You may then choose to redeem your XtraMiles towards the following redemption options described in the *XtraMiles Redemption*" clause below:

- Travel (please see the *XtraMiles Redemption for Travel*" clause below for details regarding flight bookings, hotel accommodation bookings and car hire or rental bookings);
- XtraDeals (please see the *XtraDeals*" clause below for details regarding redemption options for paying certain fees and obtaining a lounge access).
- Pay with XtraMiles (please see the *Pay with XtraMiles*" clause below for details regarding redemption options for a cash back after payment with your AfrAsia Titanium or World Credit cards to a travel agency, tour operator, airline, hotel and car rental Company)

The terms and conditions set out in this document (**Terms and Conditions**) apply to the Programme. These Terms and Conditions, together with the General Terms and Conditions and the Credit Card Terms and Conditions (as such terms are defined below), constitute your agreement with AfrAsia Bank Limited (**AfrAsia**) in relation to the Programme and your participation in it. Before you register for the Programme through the XtraMiles Portal, please read these terms and conditions carefully, and save them and any amendments or supplements for future reference (please see the *Amendments*" clause below for details). As part of the registration process through the XtraMiles Portal, you will be requested to tick a checkbox to indicate your agreement to the terms and conditions applicable to the Programme. By ticking this checkbox, you acknowledge having read and understood the present Terms and Conditions (in conjunction with the General Terms and Conditions and the Credit Card Terms and Conditions) and you agree to be bound by them.

If you have questions about your XtraMiles, or if you wish to obtain information regarding the current Programme, please contact us at the following email address: xtramiles@afasiabank.com. You may also consult our Frequently Asked Questions (FAQs) section displayed on the XtraMiles Portal for further information regarding the Programme.

AFRASIA XtraMiles Loyalty Programme

Terms and Conditions

1. DEFINITIONS

In the present terms and conditions:

"Agreement" means the terms and conditions governing the Programme and your participation in the Programme;

"AfrAsia", "Bank", "we", "our" or "us" means AfrAsia Bank Limited, a company incorporated under the laws of the Republic of Mauritius, under registration number C07067923, with its registered office at Bowen Square, 10 Dr Ferriere Street, Port Louis, Republic of Mauritius;

"Card" means the Titanium Mastercard or World Mastercard credit card issued by AfrAsia to a Cardholder and includes Primary Cards and Supplementary Cards;

"Card Account" means the credit card account opened in the name of the Primary Cardholder at AfrAsia and which is attached to the relevant Card;

"Cardholder" or "you" means the person for whose use the Card is issued by AfrAsia. For the purposes of these Terms and Conditions, the term **"Cardholder"** includes Primary Cardholders and Supplementary Cardholders;

"Cash Advance" means any cash obtained by the Cardholder from an ATM or otherwise, by using a Card;

"Charges" means any amount payable by the Cardholder arising from the issue or use of the Card(s) or the Card number or the Personal Identification Number (PIN) or otherwise, and includes without limitation, all transactions, fees, charges, interest, expenses, damages and legal costs and disbursements;

"Credit Card Terms and Conditions" means the terms and conditions governing your use of the Card (which are displayed at AfrAsia's registered office and on AfrAsia's website at www.afrasiabank.com);

"Eligible Cardholder" means a Cardholder who registers for the Programme and duly satisfies, at all times, the requirements set out in these Terms and Conditions for participating in the Programme;

"Eligible Transactions" means: (a) any point-of-sale or online transaction made by an Eligible Cardholder using the Card, pursuant to which the Eligible Cardholder will earn XtraMiles under the Programme subject to these Terms and Conditions; and (b) any other transaction as specified by AfrAsia at its sole and absolute discretion;

"General Terms and Conditions" means the terms and conditions governing products and services being offered by AfrAsia, which set out *inter alia* the duties, responsibilities and rights of AfrAsia and its customers (The General Terms and Conditions are displayed at AfrAsia's registered office and on AfrAsia's website at www.afrasiabank.com);

"Good Standing" means: (i) you are not in default under any credit facility with AfrAsia (including your Card facility); and (ii) you fully comply with the Terms and Conditions, the Credit Card Terms and

AFRASIA XtraMiles Loyalty Programme

Terms and Conditions

Conditions, the General Terms and Conditions and any other term or condition applicable to your relationship with AfrAsia;

"Primary Cardholder" means the customer of AfrAsia who has been issued with any one or more Primary Cards and in whose name the Card Account has been opened;

"Primary Card" means the Card issued by AfrAsia to a Primary Cardholder;

"Programme" means the AfrAsia XtraMiles Loyalty Programme whereby Eligible Cardholders earn XtraMiles for performing Eligible Transactions which they may subsequently redeem in accordance with the present Terms and Conditions;

"Supplementary Cardholder" or "Additional Cardholder" means any person to whom a Supplementary Card has been issued by AfrAsia upon the request of the Primary Cardholder and who may use the Card Account in his/her capacity as Supplementary Cardholder;

"Supplementary Card" means the Card issued by AfrAsia to a Supplementary Cardholder;

"Supplier" means a third party providing opportunities to redeem points under the Programme, including but not limited to selected airlines, booking agents, transfer companies, car rental companies, tour operators, hotels and suppliers of accommodation;

"Terms and Conditions" means the present terms and conditions applicable to the Programme and your participation in the Programme, as may be amended or supplemented by AfrAsia from time to time;

"Travel Service Provider" means the service provider appointed by the XtraMiles Service Provider in connection with the travel benefits, features and options available under the Programme;

"XtraMiles" means points which are earned by the Cardholder under the Programme and may be redeemed by the Cardholder in accordance with the Terms and Conditions;

"XtraMiles Account" means the account (a) opened by the Primary Cardholder in his/her name through the XtraMiles Portal which permits the Cardholder to *inter alia* view his/her profile and the Eligible Transactions made with the relevant Card, redeem his/her XtraMiles and verify his/her XtraMiles statements and (b) which is attached to the relevant Card;

"XtraMiles Portal" means the platform which the Cardholder uses to register and/or login to view and/or transact on his/her XtraMiles Account; and

"XtraMiles Service Provider" means the service provider appointed by AfrAsia to provide services (including operation and administration services) in connection with the XtraMiles Programme.

AFRASIA XtraMiles Loyalty Programme

Terms and Conditions

2. PARTICIPATION

- 2.1 The Programme and its benefits are offered at the sole and absolute discretion of AfrAsia. To participate in the Programme:
- (a) you must hold a valid AfrAsia Titanium Mastercard or AfrAsia World Mastercard credit card;
 - (b) you must be, and remain, in Good Standing with AfrAsia; and
 - (c) You must self-register for the Programme through the XtraMiles Portal. As part of the registration process, you must set up your login details (such as your user ID and password). You must take all reasonable precautions to prevent your security details (including the login details) from loss or unauthorised use.
- 2.2 AfrAsia reserves the right to suspend, disqualify and/or exclude any Cardholder from participating in the Programme and/or to cancel any XtraMiles already accumulated by the Cardholder if such Cardholder fails to comply with any of AfrAsia's terms and conditions (including these Terms and Conditions).

3. XTRAMILES ACCUMULATION

3.1 *XtraMiles accumulation under current Programme*

- (a) As at the date of the present Terms and Conditions, the Programme provides for the following:
 - (i) one (1) XtraMiles for every thirty (30) Mauritian Rupees charged in new, net Eligible Transaction to an Eligible Cardholder's AfrAsia World Card; and
 - (ii) one (1) XtraMiles for every forty-five (45) Mauritian Rupees charged in new, net Eligible Transaction to an Eligible Cardholder's AfrAsia Titanium Card.
- (b) Net Eligible Transactions include all purchases the Eligible Cardholder makes with the relevant Card, less refunds, returns, credits, and plus or minus any adjustments to the applicable Card Account. XtraMiles will be accumulated at the time the relevant Eligible Transaction is posted to the Card Account and will be available in the XtraMiles Account within a period of at least two (2) working days.
- (c) XtraMiles accumulation will start from the first day in the billing cycle in which the Eligible Cardholder enrolled in the Programme.
- (d) As at the date of the present Terms and Conditions, there is no limit on the amount of XtraMiles that can be accumulated by an Eligible Cardholder in connection with Eligible Transactions.
- (e) XtraMiles accumulated by an Eligible Cardholder on Eligible Transactions made with the Card in a currency other than Mauritian Rupee will be calculated at a fixed rate determined by AfrAsia from time to time.

- 3.2 You must be an Eligible Cardholder to earn XtraMiles under the Programme. Eligible Cardholders will earn XtraMiles on every Eligible Transaction. XtraMiles earned by a Supplementary Cardholder will accrue to the XtraMiles Account.

AFRASIA XtraMiles Loyalty Programme

Terms and Conditions

- 3.3 XtraMiles may only be accumulated on Eligible Transactions incurred to the Card of an Eligible Cardholder. Transactions that do not qualify for XtraMiles accumulation include the following:
- (a) Purchases that are returned or are to be credited to your Card Account;
 - (b) Transactions reversed by a merchant;
 - (c) Chargebacks, fraudulent and disputed transactions;
 - (d) Cash Advances;
 - (e) Quasi cash transactions (including transactions that represent casino, other betting and payments at financial institution);
 - (f) Automated Teller Machine (ATM) withdrawals;
 - (g) Interest charges, Finance charges, fees charged on the Card by AfrAsia and certain other non-product/service transactions;
 - (h) Balance Transfers and Overdrafts; and
 - (i) Any other transaction determined by AfrAsia, from time to time and at its sole and absolute discretion, as a transaction that does not qualify as an Eligible Transaction.
- 3.4 Your Card must not be overdue, suspended, blocked, cancelled or terminated by AfrAsia in order to earn XtraMiles or request for redemption of XtraMiles.
- 3.5 Bonus XtraMiles
- (a) From time to time, AfrAsia may offer additional opportunities to earn XtraMiles (**Bonus XtraMiles**) in other ways than described in clause 3.1.
 - (b) Bonus XtraMiles may be awarded to you for:
 - (i) Particular promotional offers; or
 - (ii) For other products of AfrAsia; on such terms and conditions as specified by AfrAsia from time to time and subject to compliance with the Terms and Conditions.
 - (c) The Bonus XtraMiles are earned in conjunction with the XtraMiles earned on your Card Account.
 - (d) You must be an Eligible Cardholder, hold a valid Card and remain in Good Standing throughout your participation in the Programme in order to earn and redeem Bonus XtraMiles.
- 3.6 In the event of any reversal of an Eligible Transaction for which you were awarded XtraMiles, those XtraMiles shall be reversed at the rate at which they were awarded.
- 3.7 AfrAsia reserves the right to change any term or condition relative to XtraMiles accumulation (including the value of the XtraMiles), or to terminate XtraMiles accumulation, at any time at its sole and absolute discretion without prior notice to you.

AFRASIA XtraMiles Loyalty Programme

Terms and Conditions

4. XTRAMIILES DURATION

- 4.1 XtraMiles that are unutilized will automatically expire and will be forfeited on the date falling twenty-four (24) calendar months from the date of accrual (**Expiry Date**), in the event that such XtraMiles are not redeemed or terminated under these Terms and Conditions prior to the Expiry Date.
- 4.2 If your Card is overdrawn, suspended, or blocked for any reason on a given date, the XtraMiles earned as at that date will be forfeited immediately and will not be available for redemption.
- 4.3 If your Card is cancelled or terminated for any reason, the XtraMiles earned as at the date of such cancellation or termination will be forfeited immediately and the relevant XtraMiles Account will be automatically terminated.
- 4.4 If you are no longer a customer of AfrAsia or if you no longer satisfy any of the eligibility criteria set out in the Terms and Conditions, you are no longer eligible for this Programme. At such time as you become ineligible, your XtraMiles Account will be closed, your access to the XtraMiles Portal will be cancelled, and your XtraMiles earned on your Card Account as at the date of such closure will be automatically forfeited, unless otherwise decided by AfrAsia at its sole and absolute discretion.
- 4.5 In the event that you voluntarily close the Card Account on which the relevant Card was issued, you must redeem the XtraMiles accumulated on your XtraMiles Account prior to the closure of your Card Account, failing which the XtraMiles will be forfeited.
- 4.6 If, at any time, AfrAsia suspects you (or any additional Cardholder associated with the Card Account) of any fraudulent activity, abuse or misconduct in relation to the Programme or any other product or service of AfrAsia, AfrAsia may, at its sole and absolute discretion, without notice or any reason, suspend or terminate your participation in the Programme with immediate effect and forfeit all accumulated XtraMiles as at the date of suspension or termination. In such circumstances, you will not be entitled to earn any further XtraMiles and redeem any accumulated XtraMiles. In addition, AfrAsia reserves the right to cancel your participation in the Programme and/or to cancel your Card and/or close your XtraMiles Account.
- 4.7 Any XtraMiles forfeited under this clause 4 may only be reinstated at the sole and absolute discretion of AfrAsia.
- 4.8 The Programme and any XtraMiles earned by you under the Programme does not and will not in any way create any liability or obligation whatsoever on the part of AfrAsia.

5. XTRAMIILES COMBINATION

- 5.1 XtraMiles have no cash or other monetary value and cannot be exchanged for cash or used in conjunction with any other points at the time of redemption, unless otherwise expressly specified by AfrAsia.

AFRASIA XtraMiles Loyalty Programme

Terms and Conditions

- 5.2 All redemption options under the Programme are subject to availability and the rules and restrictions of Suppliers. XtraMiles may not be combined with discounts, other promotions, or other rewards programs offered by any entity, including airline or credit card programs.
- 5.3 You may not redeem your XtraMiles for available redemption options under the Programme by combining your XtraMiles with Card payment; except that you may use a combination of XtraMiles and Card payment for the redemption of flight, hotel and car rental bookings under clause 7(A) of these Terms and Conditions.

6. XTRAMILES TRANSFER TO OTHER PARTIES

- 6.1 XtraMiles may not be transferred to others for redemption. XtraMiles are not the property of the participant in the Programme. XtraMiles may not be brokered, bartered or sold.

7. XTRAMILES REDEMPTION

- 7.1 You can redeem your XtraMiles for available redemption options stated below, at any time, subject to the Terms and Conditions:

A. XTRAMILES REDEMPTION FOR TRAVEL

- 7.1.1 The Programme grants you the option to redeem XtraMiles for airline tickets, hotel bookings and car rental bookings. Discount tickets, industry discount tickets and airline employee discount tickets are not eligible to be booked under the Programme.
- 7.1.2 Travel options under this part of the Programme are arranged by the Travel Service Provider.
- 7.1.3 If you wish to redeem your XtraMiles online for travel options, please log onto your XtraMiles Account and select the 'Xtra Travel' redemption option. Upon this selection, you will be redirected to the Travel Service Provider's website where you can redeem your XtraMiles for airline tickets, hotel bookings and car rentals (**Travel Service Provider Portal**). The Travel Service Provider Portal is a non-AfrAsia website. AfrAsia has no control over the linked website and is not liable for your use of it. The Travel Service Provider makes arrangements with third-party Suppliers for flights, hotel accommodations and car rental services.
- 7.1.4 For travel-related options, you will be responsible for making bookings according to applicable terms and conditions. Travel issued by and booked with the Travel Service Provider is subject to all the Travel Service Provider issuance fees, amendment fees, cancellation fees, restrictions and General Policies. Complete Travel Terms and Conditions for airline ticket, hotel and car rental bookings are available online on the Travel Service Provider Portal and at the time of booking.
- 7.1.5 You are fully responsible for reading, accepting and adhering to terms and conditions for airline ticket, hotel, and car rental through the Travel Service Provider Portal (including amendment and cancellation policies). Additional Supplier rules may apply.

AFRASIA XtraMiles Loyalty Programme

Terms and Conditions

- 7.1.6 You are responsible for all telephony costs arising out of your calls to the Travel Service Provider (as may be revised from time to time).
- 7.1.7 AfrAsia is not responsible for the performance by the airlines of the ticketed transportation, hotel establishments, car rental, transportation or activities providers.
- 7.1.8 **Amendments and cancellations to travel bookings made through redemption options under the Programme**
- (a) Flight, hotel and car rental bookings made with the Travel Service Provider under the Programme (**Travel Bookings**) are subject to the applicable Supplier Terms and Conditions, which (i) may not allow amendments; (ii) may be non-cancellable and/or (iii) may be nonrefundable or may include non-refundable rates. Certain Suppliers may not allow amendments or cancellations to Travel Bookings unless you make such requests directly with the relevant Supplier.
- (b) Amendments or cancellations to your flight bookings made under the Programme, if permitted by the relevant airline carrier, are subject to applicable amendment or cancellation charges imposed by the airline carrier, which may vary depending on the flight and booking class. You will be charged the applicable difference in fare, if any, when the amendment is made. However, if the new fare is lower than the original fare, the difference in these amounts will not be refunded.
- (c) Where a Supplier allows you to amend your Travel Booking through the Travel Service Provider (**Travel Service Provider Amendment**), then, in addition to the terms and conditions set out in this clause 7.1.8, the following applies:
- (i) **Online amendments:** In order to make an online amendment to your Travel Booking, please log onto your XtraMiles Account and select the 'Xtra Travel' option. Upon this selection, you will be redirected to the Travel Service Provider Portal, where you can request the online amendment by submitting a message to that effect on the 'Contact us' page displayed on the Travel Service Provider Portal.
- (ii) **Offline amendments:**
- A. In order to make an offline amendment to your Travel Booking, please call the Travel Service Provider on **+230 58690114** during scheduled business hours between **9:00 to 17:00 (GMT +4) from Monday to Friday**;
- B. The Travel Service Provider has also made available an out-of-hours emergency number **+44 161 440 6755** that you may call in the event that you have made a Travel Booking with the Travel Service Provider, started your travel journey and encountered, outside of the Travel Service Provider's scheduled business hours, a problem with a Supplier which does not recognise your Travel Booking details stated in your Travel Booking confirmation (**Emergency Amendment Request**). For the avoidance of doubt, any request for Travel Service Provider Amendment, other

AFRASIA XtraMiles Loyalty Programme

Terms and Conditions

than an Emergency Amendment Request, must be directed to the call centre referred to above during scheduled business hours.

- (iii) You will be charged amendment fees in connection with Travel Service Provider Amendments, including (1) an amendment fee of USD 50 per ticket charged by the Travel Service Provider for flight booking amendments and (2) an amendment fee of USD 50 per transaction charged by the Travel Service Provider for hotel and car rental booking amendments. Such amendment fees may be revised by the Travel Service Provider from time to time, at its sole and absolute discretion, with or without notice to AfrAsia or you. The applicable amendment fees will be collected and charged to your Card or through XtraMiles.
- (d) Where a Supplier allows you to cancel your Travel Booking through the Travel Service Provider (**Travel Service Provider Cancellation**), then, in addition to the terms and conditions set out in this clause 7.1.8, the following applies:
 - (i) **Online cancellations:** In order to make an online cancellation of your Travel Booking, please log onto your XtraMiles Account and select the 'Xtra Travel' option. Upon this selection, you will be redirected to the Travel Service Provider Portal, where you can request the online cancellation by submitting a message to that effect on the 'Contact us' page displayed on the Travel Service Provider Portal.
 - (ii) **Offline cancellations:**
 - A. In order to make an offline cancellation of your Travel Booking, please call the Travel Service Provider on **+230 58690114** during scheduled business hours between **9:00 to 17:00 (GMT +4) from Monday to Friday**.
 - B. The Travel Service Provider has also made available an out-of-hours emergency number **+44 161 440 6755** that you may call in the event that you have made a Travel Booking with the Travel Service Provider, started your travel journey and encountered, outside of the Travel Service Provider's scheduled business hours, a problem with a Supplier which does not recognise your Travel Booking details stated in your Travel Booking confirmation (**Emergency Cancellation Request**). For the avoidance of doubt, any Travel Service Provider Cancellation request, other than an Emergency Cancellation Request, must be directed to the call centre referred to above during scheduled business hours.
 - (iii) You will be charged cancellation fees in connection with Travel Service Provider Cancellations, including (1) a cancellation fee of USD 50 per ticket charged by the Travel Service Provider for flight booking cancellations and (2) a cancellation fee of USD 50 per transaction charged by the Travel Service Provider for hotel and car rental booking cancellations. Such cancellation fees may be revised by the Travel Service Provider from time to time, at its sole and absolute discretion, with or without notice to AfrAsia or you. The applicable cancellation fees will be collected and charged to your Card or through XtraMiles.

AFRASIA XtraMiles Loyalty Programme

Terms and Conditions

- (e) Requests for Travel Service Provider Amendments and Travel Service Provider Cancellations will not be accepted by the Travel Service Provider and/or the XtraMiles Service Provider, unless such requests are made in the manner set out in this clause 7.1.8. For the avoidance of doubt, requests for Travel Service Provider Amendments and Travel Service Provider Cancellations made by way of emails or SMS will be rejected.

B XTRADEALS

7.1.9 Credit Card Membership Fees

- (a) The Programme grants you the option to redeem XtraMiles earned to pay for membership fees applicable to your Card. You can choose to redeem XtraMiles under this option for all of your Primary and Supplementary Cards.
- (b) As at the date of the present Terms and Conditions, 12,000 (twelve thousand) XtraMiles must be redeemed to refund the membership fees for World Primary Credit Card and 12,000 (twelve thousand) XtraMiles must be redeemed to refund membership fees for World Supplementary Credit Card.
- (c) As at the date of the present Terms and Conditions, 6,000 (six thousand) XtraMiles must be redeemed to refund membership fees for Titanium Primary Credit Card and 6,000 (six thousand) XtraMiles must be redeemed to refund membership fees for Titanium Supplementary Credit Card.
- (d) You will be allowed to refund membership fees for a maximum period of 12 months per credit card
- (e) Once a redemption request is submitted pursuant to this redemption option, such request cannot be cancelled, revoked, transferred or amended by you in any manner.
- (f) There will be no refund of XtraMiles under any circumstances.

7.1.10 LoungeKey Lounge Access

- (a) The Programme grants you the option to redeem XtraMiles earned under the Programme to obtain complimentary access to LoungeKey airport lounges worldwide. You can choose to redeem XtraMiles under this option for all of your Primary and Supplementary Cards. You need to present your valid AfrAsia World/Titanium Mastercard Credit card and mention "LoungeKey" at participating airport lounges worldwide to access the LoungeKey lounges.
- (b) As at the date of the present Terms and Conditions, 5,000 (five thousand) XtraMiles must be redeemed for one (1) LoungeKey airport lounge access under the LoungeKey programme when you are travelling.
- (c) You also have the option to redeem your XtraMiles in order to have accompanying guests (whether a family member, colleague or friend) with you.
- (d) Once a redemption request is submitted pursuant to this redemption option, such request cannot be cancelled, revoked, transferred or amended by you in any manner.
- (e) The LoungeKey lounge access is not exchangeable, returnable, refundable, or redeemable (whether partly or in full) for cash or credit under any circumstances.

AFRASIA XtraMiles Loyalty Programme

Terms and Conditions

D. PAY WITH XTRAMILS

- 7.1.11 The Programme grants you the option to redeem XtraMiles earned under the Programme for a cash back in the form of a statement credit to your Card Account ("**Cash Back**") when you make a payment starting at a minimum amount of MUR 1,000 (One Thousand Mauritian Rupees) or the equivalent amount in Foreign Currency, with your Card, to participating travel agencies, tour operators, airlines, hotels or car rental companies ("**Cash Back Transaction**"). Payments made to suppliers other than those referred to under this clause 7.2 are not eligible for Cash Back under this option, unless AfrAsia expressly agrees otherwise.
- 7.1.12 You may request to redeem your XtraMiles for Cash Back ("**Cash Back Redemption**") by logging onto your XtraMiles Account through the XtraMiles Portal. Once logged in, you may activate the 'Pay with XtraMiles' feature by pre-selecting one of the following redemption options:
- 'Enabled only for next transaction' option, upon which selection you will be able to redeem your XtraMiles for Cash Back, in connection with your next Cash Back Transaction only;
 - 'Enabled for all transactions' option, upon which selection you will be able to redeem your XtraMiles for Cash Back, in connection with all Cash Back Transactions made as from the date of such selection until the date on which you disable this option in accordance with clause 7.1.24 below.
- 7.1.13 The total number of XtraMiles available for effecting Cash Back Redemption ("**Available Amount**") will be displayed on the 'Pay with XtraMiles' page.
- 7.1.14 You may redeem your XtraMiles for a Cash Back, provided that you have sufficient credit available on your Card Account for the full purchase amount of the Cash Back Transaction.
- 7.1.15 When you request to use your XtraMiles for a Cash Back through the redemption options set out under clause 7.1.21 ("**Cash Back Redemption Request**"), the following will occur:
- (a) Upon a successful payment of a Cash Back Transaction with your Card ("**Payment**"), your Card Account will be debited for the full amount of such transaction and your XtraMiles will be redeemed for a corresponding Cash Back. Such Cash Back will be posted to your Card Account within normally ten (10) working days of the Payment. The number of XtraMiles redeemed will be deducted from your XtraMiles balance.
 - (b) If the amount of the Cash Back Transaction is higher than the Available Amount as displayed on the 'Pay with XtraMiles' page, only the Cash Back equivalent to the Available Amount will be credited to your Card Account.
 - (c) If the amount of the Cash Back Transaction is lower than the Available Amount displayed on the 'Pay with XtraMiles' page, only the amount equivalent to the transaction figure of the Cash Back Transaction will be credited to your Card Account. However, for Cash Back Transactions effected in a currency other than the billing currency applicable to your Card, the Cash Back credited to your Card Account may be lower than the amount of the Cash Back Transaction due to currency conversions.
 - (d) If the Cash Back Redemption Request or the Cash Back Transaction is declined for any reason whatsoever or if there is no Available Amount to effect a Cash Back Transaction, your

AFRASIA XtraMiles Loyalty Programme

Terms and Conditions

XtraMiles will not be applied towards the Cash Back Redemption and no Cash Back will not be issued.

- 7.1.16 You may disable the 'Pay with XtraMiles' feature by selecting the 'Disable Pay with Reward' option displayed on the 'Pay with XtraMiles' page through the XtraMiles Portal.
- 7.1.17 AfrAsia or the relevant Supplier reserves the right to refuse your Cash Back Redemption Request, at any time and at its sole and absolute discretion, without notice or any reason.
- 7.1.18 You authorise AfrAsia to make independent enquiries (including but not limited to fraud prevention checks) in connection with any Cash Back Redemption Request. You acknowledge that such enquiries may result in AfrAsia's refusal or delay to process your request for Cash Back Redemption.
- 7.1.19 AfrAsia may, with or without notice to you, at its sole and absolute discretion, amend, supplement or cancel the Cash Back Redemption options under the Programme.

GENERAL TERMS AND CONDITIONS APPLICABLE TO ALL REDEMPTIONS

- 7.2 The provisions of this clause 7.2 (as set out below) apply to all redemption options available to you under the Programme (as more fully described under clause 7.1 above):
 - 7.2.1 You must be an Eligible Cardholder registered for the Programme in order to redeem XtraMiles earned on your Card Account.
 - 7.2.2 XtraMiles can only be redeemed online through the [XtraMiles Portal](#) for available redemption options. The value of the XtraMiles earned can be redeemed by purchasing air tickets, hotel bookings or other products, services or any other redemption options offered on the XtraMiles Portal. For the purpose of redeeming the XtraMiles, you will need to login onto the XtraMiles Portal using your user ID in order to access the redemption options available under the Programme.
 - 7.2.3 XtraMiles may be redeemed during a period of twenty-four (24) calendar months commencing on the date on which the relevant XtraMiles was awarded to you (**Date of Award**). XtraMiles that remain unutilised on the date falling twenty-four (24) calendar months from the Date of Award will be automatically forfeited.
 - 7.2.4 Depending on the redemption option selected by you, your request for XtraMiles redemption may take at least two (2) weeks to be processed successfully.
 - 7.2.5 Upon redemption, the applicable number of XtraMiles will be redeemed and removed from your XtraMiles balance. Posting of redeemed XtraMiles to your XtraMiles Account is subject to the XtraMiles Service Provider's policies and procedures and to the terms and conditions of the XtraMiles Service Provider's agreement with AfrAsia.
 - 7.2.6 Once XtraMiles are redeemed, the redeemed XtraMiles (a) cannot be reinstated in your XtraMiles Account for any reason and (b) are not exchangeable, returnable, refundable, or redeemable (whether partly or in full) for cash or credit.

AFRASIA XtraMiles Loyalty Programme

Terms and Conditions

- 7.2.7 XtraMiles cannot be offset against your obligations to AfrAsia under or in connection with your Card Account (save as expressly provided for under the Programme). Redemption of XtraMiles cannot be in the form of cash and XtraMiles cannot be applied as payment or to the balance of your Card Account.
- 7.2.8 AfrAsia reserves the right to refuse your request for the redemption of XtraMiles, at its sole and absolute discretion, without notice or any reason, including but not limited to circumstances where AfrAsia suspects you (or any additional Cardholders associated with the Card Account) of any fraudulent activity, abuse or misconduct in relation to the Programme or any other product or service of AfrAsia.
- 7.2.9 Redemption options under the Programme may be substituted or discontinued at any time.
- 7.2.10 AfrAsia is not responsible and bears no liability for disagreements between participants concerning redemption of XtraMiles accumulated in an XtraMiles Account.

8. XTRAMILS STATEMENTS

- 8.1 Your XtraMiles balance is displayed on your [XtraMiles Account \(Statement\)](#), which will reflect any XtraMiles posted as of the date the Statement is produced. You can check and redeem XtraMiles on your Statement. The Statement is used solely for the purpose of displaying XtraMiles earned on Eligible Transactions and redeeming XtraMiles.
- 8.2 The transactions recorded on the Statement shall be deemed to be conclusive evidence in respect of the number of XtraMiles posted to your XtraMiles Account; unless you notify AfrAsia in writing of any posting that you believe to be incorrect, within 15 calendar days from the date on which such posting is made to your Statement.
- 8.3 For the avoidance of doubt, any transaction recorded on the Statement cannot be used as, and will not replace, the official records of AfrAsia.

9. THE PROGRAMME

- 9.1 AfrAsia and the XtraMiles Service Provider are responsible for the operation and administration of the Programme.
- 9.2 Suppliers
- (a) Select Suppliers participate in the Programme to offer Eligible Cardholders access to a wide range of services and products, including but not limited to hotels and resorts, airlines, car hire, leisure and lifestyle services.

AFRASIA XtraMiles Loyalty Programme

Terms and Conditions

- (b) When you select a product and/or a service or any other option available from a Supplier under the Programme, you enter into a separate agreement with the Supplier, and not AfrAsia. Consequently, prior to purchasing any product, service or option from a Supplier or selecting a Supplier for any other purpose under the Programme, you must read and understand the Supplier's terms and conditions which apply to the product, service or other option offered by the Supplier (**Supplier Terms and Conditions**).
- (c) You acknowledge that the Supplier Terms and Conditions may be updated by the Supplier from time to time without notice to AfrAsia or you; and you are fully responsible for reviewing the Supplier Terms and Conditions at all times.
- (d) By accepting the Supplier's offer, you will be deemed to have read and understood the Supplier Terms and Conditions (including payment of all amounts when due and compliance with all rules and restrictions regarding booking, availability, cancellations and refunds in respect of the relevant service and/or product and/or option) and you will be bound by them.
- (e) AfrAsia does not maintain any control over the personnel, equipment or operations of any air, water or surface carrier, ship line, transportation company, hotel, restaurant, tour company, or other person or entity providing travel services, general services, products or accommodations as an award, or any other Supplier, because all Suppliers offering products and/or services through the Programme are independent contractors. Nothing in the Programme is intended to, or shall be deemed to, establish any agency, partnership, joint venture, employer/employee or similar relationship between AfrAsia and the Supplier, nor authorise any Supplier to make or enter into any commitment for or on behalf of AfrAsia. Accordingly, AfrAsia does not make any guarantees, warranties or representations of any kind, expressed or implied, with respect to products or services, nor does AfrAsia accept any liability for any loss, expense, damage or injury incurred as a result of any defect in or failure of such items.
- (f) AfrAsia is not responsible for and will not assume any liability for any benefit offered by the Suppliers (including any change in or discontinuance of such benefits by the Supplier). AfrAsia specifically disclaims any implied warranties of merchantability or fitness for a particular purpose. AfrAsia will not be liable for any injury, damage, loss, expense, accident, delay, inconvenience or irregularity which may be caused or contributed to: (i) by any wrongful, negligent or unauthorised act or omission on the part of any Supplier of a reward offering; (ii) by any defect in or failure of any vehicle, equipment, instrumentality, service, product, or accommodation which is owned, operated, furnished, sold or otherwise used by any such Supplier; (iii) by any wrongful, negligent or unauthorised act or omission on the part of any other person or entity not under AfrAsia's direct control; (iv) the bankruptcy of any air or other travel carrier or any retailer issuing rewards; and/or (v) by any other cause, condition or event whatsoever beyond AfrAsia's direct control. In no event will AfrAsia be liable for any punitive, special, indirect, or consequential damages.
- (g) You agree to indemnify and hold harmless AfrAsia and its directors, employees, assignees and/or agents at all times against all liabilities, costs (including legal costs on an indemnity basis), expenses, damages and losses including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and other costs and expenses

AFRASIA XtraMiles Loyalty Programme

Terms and Conditions

suffered or incurred by AfrAsia arising from any dispute or proceedings between the Supplier and you or in connection with a product and/or a service or any other option from a Supplier and from the actions or omissions of any employee, agent and other representative of the Supplier.

- 9.3 Without prejudice to the provisions of clause 9.2, AfrAsia shall not be liable for:
- (a) any delay, loss, expense or damage arising out of or in connection with any act or omission of the XtraMiles Service Provider (including but not limited to the XtraMiles Service Provider's refusal to redeem XtraMiles), the Travel Service Provider, any Supplier or any third party participating in the Programme;
 - (b) any dispute between you and the XtraMiles Service Provider, the Travel Service Provider, any Supplier or any other third party participating in the Programme;
 - (c) any default due to any act of God, war, riot, strike, terrorism, epidemic, lockout, industrial action, fire, flood, drought, storm or any event beyond the reasonable control of AfrAsia; and
 - (d) your access to or use of the XtraMiles Portal (including liability associated with any viruses which may infect a user's computer equipment).
- 9.4 Any claim or dispute between a Cardholder and any Supplier, the XtraMiles Service Provider or the Travel Service Provider, shall be deemed to be irrelevant to any claim or right of AfrAsia to receive any payment from the Cardholder. Under no circumstances shall the Cardholder have a claim against AfrAsia or the right to refuse payment for any reason whatsoever in the event of a dispute arising between the Cardholder and any Supplier, the XtraMiles Service Provider or the Travel Service Provider in connection with XtraMiles.
- 9.5 The Primary Cardholder is solely responsible for the determination and payment of income or other tax liability related to participation in the Programme. AfrAsia does not make any representations as to the Programme participants' current or future tax consequences as a result of the credit, transfer, use, redemption, termination or disposal of XtraMiles.
- 9.6 AfrAsia may, at its sole and absolute discretion and with or without notice to the Cardholder, deduct the relevant XtraMiles from the XtraMiles Account in furtherance of the Programme.
- 9.7 AfrAsia's decision on the calculation, lapse, cancellation, forfeiture, credit, debit and reallocation of XtraMiles under the Programme shall be final, conclusive and binding on Cardholders.
- 9.8 We may at any time transfer our rights and/or obligations under this Programme to any other third party. You may not transfer any of your rights and/or obligations under this Programme.
- 9.9 The Programme and the present Terms and Conditions applicable to it supplement, but do not in any way whatsoever, amend the Credit Card Terms and Conditions, the General Terms and Conditions or any other agreement between AfrAsia and you. In the event of any inconsistency between the Terms and Conditions and any other term or condition, these Terms and Conditions shall prevail insofar as they apply to this Programme.

AFRASIA XtraMiles Loyalty Programme

Terms and Conditions

10. DATA PROTECTION

You irrevocably and unconditionally agree, and expressly consent, that AfrAsia may, at its sole and absolute discretion and for the purposes of the Programme and the transactions contemplated hereunder, share any information, details, or data relating to you and or your accounts and your transactions with the XtraMiles Service Provider, the Travel Service Provider, any Supplier or its affiliates or any other third party of any territory. The consent given by you under this clause 10 will continue in effect unless and until you withdraw such consent by notice in writing to AfrAsia in accordance with [AfrAsia's privacy policy](#) displayed on [AfrAsia's website](#). Withdrawal of consent may result in certain services no longer being available to you.

11. AMENDMENTS

AfrAsia may, from time to time at its sole and absolute discretion, introduce new terms and conditions applicable to the Programme or amend, remove, vary, supplement or modify any of the Terms and Conditions (including any applicable fees). These changes will be made known to you by publication on the XtraMiles Portal prior to the date on which the changes take effect (**Amendment Date**). If you continue using the Programme following the Amendment Date, you shall be deemed to have agreed without reservation to, and shall be bound by, the new, amended, varied or modified terms and conditions (as applicable).

12. TERMINATION

- 12.1 The Programme has no predetermined termination date. AfrAsia may suspend or terminate the Programme or portions thereof, temporarily or entirely, at any time, with or without notice to you, at the sole and absolute discretion of AfrAsia.
- 12.2 Without prejudice to the other termination provisions set out in these Terms and Conditions, the present Agreement between AfrAsia and you in connection with the Programme will terminate automatically, without any formality, upon the termination of the agreement entered between AfrAsia and you in connection with your Card. Any XtraMiles earned and not redeemed as at the date of termination of this Agreement will be automatically forfeited.

13. GOVERNING LAW AND JURISDICTION

- 13.1 These Terms and Conditions and any agreement to which they apply, are governed by the laws of the Republic of Mauritius.
- 13.2 You irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of the Republic of Mauritius for the purposes of all legal proceedings arising out of or in connection with these Terms and Conditions, or the transactions contemplated by them.