

Terms & Conditions

These terms and conditions governing American Express (AMEX) Rewards Program supersede all previous membership rewards program terms and conditions as of May, 2009.

Definitions:

SCBPL: Standard Chartered Bank (Pakistan) Limited

SCB AMEX: Standard Chartered American Express Cards

Business Partners: Participating organization, which have offered Rewards in the Membership Reward Program 2009/10 for American Express Charge, Credit or Corporate Cards.

Card: A Standard Chartered American Express Card issued by SCBPL and serviced out of Pakistan.

Card Account: Account for SCB American Express Charge, Credit Personal, gold or Corporate Charge Cards.

Card member: Means a holder of SCB American Express Charge, Credit, Personal Gold or Corporate Charge Card.

MR Points: Membership Rewards points

Program: The American Express Membership Reward by Standard Chartered Bank (Pakistan) Limited.

Program Account: The Membership Rewards accounts (s) opened for a Cardmember by SCB AMEX for the purpose of accruing points.

Basic Cardmember: Principle card Holder of an American Express Charge, Credit Personal, Gold or Corporate Cards.

Partner Program: An independently, managed loyalty program of a third party e.g. a hotel or airline partner that MR points can be transferred into on Cardmember's request.

Reward: A program item that MR points can be redeemed for:

Eligibility:

1. The membership Rewards Program is available to all American Express card members, excluding any co-brand cards, holding other cards issued by SCBPL. Except as otherwise restrict herein, all cardmembers are eligible to enroll in the program,
2. Point earned by a supplementary cardmember will be credited to the account of the Basic Cardmember and may be used only by the basic cardmember for redemption.
3. American Express Cardmember's can only be redeeming points with approval of company authorized signatory.

Points Accruals in the program:

1. For every 50 rupees / US spend and billed on the SCB AMEX personal, gold or corporate card, SCB AMEX will credit (1) Membership Reward point to the cardmember's program account.
2. Points are automatically transferred.
3. The cardmember will not earn points in his / her program account for the following:
 - Express Cash / Cash Advance
 - AMEX Traveler Cheques Purchases
 - Emergency cheques cashing
 - Charges for returned cheques
 - Delinquency charges late payments and collection charges
 - Temporary credits
 - Installments on extended payments program (EPP)
4. Only cardmembers who are on the SCB AMEX cardmembership list at the time of redemption will be eligible to redeem rewards. Cardmembers who have cancelled their card can redeem their points within 30 days of cancellation of the cards.
5. Rewards points accrued in this program have no cash or monetary value.
6. If the cardmember cancels his / her basic card, or for any reason SCB AMEX cancels his / her card any points accrued in the cardmembers program account may be transferred to his instated Card Account subject to the terms and conditions of the program at the sole discretion of the SCB AMEX.
7. If a Member Company does not wish any of its corporate cardmember to participate in the Membership Rewards TM Program, they must inform SCB AMEX in writing.

Notice of accumulated points:

SCB AMEX will notify the Cardmember through billing statements of the number of MR points accrued under the Program, account. Such information shall also include the number of MR points which are eligible for redemption of Rewards and the number of MR points which have been redeemed of Rewards and the statements shall be conclusive and binding upon the cardmember.

MR points Redemption

1. Cardmember's card accounts must be in good standing (meaning not overdue in collection) and not cancelled or terminated by SCB AMEX or by the cardmember at the time of redemption request or at the time of requesting a transfer of points.
2. MR Points accrued in the cardmember program account can only be redeemed by the Basic cardmember.
3. By redeeming a reward, the cardmember release SCB AMEX, its subsidiaries and affiliated from any and all of the liabilities to the cardmember, their guests or any transferees of the Reward regarding the redemption or use of any reward or other participation in the program.
4. SCB AMEX is not responsible for lost and stolen reward and certificates / vouchers.
5. Redeemed rewards are not exchangeable for other Rewards, Refundable, Replaceable, or Transferable for cash or credit under any circumstances.
6. If accrued points in the cardmember's program account have been redeemed through a voucher issuance, then points cannot be transferred back into the Cardmembers Program Account.
7. Multiple rewards redemption is possible for Cardmembers who earn 3,000/- points or more, in any combination.



8. Redemption items and certificates will only be mailed to the Basic Cardmember on their billing address.
9. SCB AMEX reserves the right to cancel, change or substitute the rewards or the Reward condition at any time with or without notice.
10. That availability of colors of various products offered in the program is subject to the supplier's discretion and product availability at that time. Neither SCB AMEX nor the supplier is responsible for a shortage of the particular products.
11. SCB AMEX bears no responsibilities of non-availability of specific colors or design offered in the program.
12. Owing the nature of various products there will be a variation in design of the products and / or the products may not be exactly as advertised.
13. In the event of the transportation for the delivery of electronic items, SCB AMEX bears no responsibility. The cardmember would be advised to refer to the business partner as per the terms and conditions of the warranty.
14. All warranties of the items features in the Membership rewards would be as per the warranty policy of the business partner.

Separate Accounts / Upgrading of Accounts

1. Cardmembers who maintain multiple cards will accumulate membership reward points in separate card accounts, however these points may be merged at the time of redemption request is made. Point accrued on any supplementary card will, however, automatically accrued to the basic cardmember's account. Supplementary cardmembers cannot earn and redeem points independently.

Redeeming Rewards

1. All Rewards shall be subject to available and Cardmembers acknowledge that the stock of all Reward shall be limited. Where the stock of any item has been exhausted and SCB AMEX cannot replace it with a similar product/model of equivalent value, the Reward item shall cases to be available. SCB AMEX shall have no obligation or liability to any Cardmember where a Reward item cases to be available. SCB AMEX will advise the Cardmember of that fact and sole entitlement of that cardmember shall be to claim an alternative Reward item for a similar number of points. If a certain model is unavailable SCB AEMX will, however, try and arrange for another model carrying a similar point value, if possible. This will be exercised at the bank's discretion.
2. Certain Rewards may take a longer time for delivery to the cardmember due to availability issues at certain business partners, SCB AMEX will try to ensure deliveries within the stipulated time period. However, SCB AMEX bears no responsibility for delays. The cardmembers will have the right to request cancellation of that Reward on the same day the request for redemption has been made. If he / she are not willing to wait, then the MR points will be added back to his/her program account except in the case of issuance of certificates / voucher.
3. Any additional meals, taxes, transportation or accommodation arrangements made in connection with any reward will be the sole responsibility of the cardmember.
4. Any installation charges or expenses made in connection with any reward will be the sole responsibility of the cardmember and SCB AMEX bears no responsibility of any such costs.
5. SCB AMEX assumes no responsibility for any loss or damage resulting from accident or otherwise to any person or thing in association with the reward redeemed.
6. In the event that the Reward takes the form of a cash voucher, should the cardmember purchase goods in excess of the value noted on the redemption certificate, the cardmember must settle the difference to the business partner. Purchases that are less that the value mentioned on the voucher will not be settled with cash and no transactions based on cash being returned will be permitted.
7. The meal vouchers cannot be combined with any similar offers / promotions run by SCB AMEX or the Business Partner from time to time.
8. Issuance of a dining certificate does not constitute a reservation. The reward certificate holder is responsible for making all reservations and notifying the business partner of the reward (s) they are going to redeem.
9. If a cardmember is based in a city other than where the outlet is present then the cardmember is responsible for collecting the reward. SCB AMEX is in no way responsible for delivery or collection of the same.
10. Reward items are usually delivered within 3 weeks but the delivery may sometimes take up to 5 weeks due to reasons beyond SCB AMEX's control. If this occurs SCB AMEX will notify you of the delay. SCB AMEX will not be liable for any delays in delivery. Some goods may require extra time for the making of the products.
11. Products displayed in the booklet may differ from the product delivered. The picture displayed in the Rewards catalogue is to give the cardmember a basic idea about the type of product and ay not be the exact item to be delivered. Variations in photography and availability of products need to be accounted for.
12. SCB AMEX shall not in any way be held responsible for the quality and fitness of the Regards delivered to the cardmembers.
13. SCB AMEX maintains no return policy of the redeemed rewards from the membership regards program.

General

1. SCB AMEX shall not in any event be responsible and excludes all liabilities in respect of any, merchandise or services provided under the Membership Rewards Program by the Business Partner, included but not limited to quality or fitness of the merchandise supplied or services provided by the Business Partner.
2. SCB AMEX reserves the right to terminate the program at any time. SCB AEMX also reserves the right to change the program's Terms and Conditions at any time. These changes may include the imposition of fee for participation in the program, the introduction of expiration dates for accumulated points, or the exclusive of any product displayed in the booklet.
3. The request for the redemption of Rewards Points for the Membership Rewards Program must be made by the basic Cardmember. Basic Cardmember must initiate a request for redemption of through any other redemption channel that may be introduced and communicated to the Cardmembers at a later date.
4. Fraud or abuse relating to accrual of MR points in the Program or conversion of points may result in forfeiture of accrued points as well as cancellation of a Cardmember's Program and any SCB AMEX Card or other SCB AMEX Program Account.



5. All questions or disputes regarding eligibility of points for accrual, or conversion of points will be resolved by SCB AMEX at its sole discretion.
6. The Program Account is not transferable.
7. SCB AMEX failure to enforce a particular term and condition does not constitute a waiver of that term and condition by SCB AMEX.
8. SCB AMEX reserves the right to cancel, change or substitute the Reward(s) or the Reward's conditions at any time and without any notice.
9. SCB AMEX is not responsible for the closure of any outlet of our Business Partners supplying products featured in the Membership Rewards Program. The voucher can be redeemed at any other outlet specified by SCB AMEX.
10. In the event that an outlet closes down owing to its going out of business SCB AMEX bears no responsibility for the same. The original voucher can be returned and points added back to the same account.

Certificates / voucher

1. SCB AMEX and the Business partner are not responsible for replacing lost, expired, stolen or mutilated certificates. Duplicate vouchers will not be provided. Points for lost, expired, stolen or mutilated vouchers / certificates will not be added back to the cardmembers' account.
2. The original membership rewards certificate or voucher has to be surrendered when making redemption. Photocopies will not be honored. A copy of the CNIC of the person utilizing the certificate also needs to be provided at the time of redemption.
3. Certificates have no cash value and are non-redeemable for cash equivalent.
4. This offer cannot be combined with any other discounts or promotional offers.
5. SCB AMEX will bear no responsibility for resolving any dispute concerning goods or services received as a reward under the program.
6. Certain terms and conditions pertaining to a specific reward will be indicated on the redemption certificate and shall be read in conjunction with these terms and conditions.
7. Reward certificates will be valid only when the basic cardmember has signed it on the indicated space at the time of redemption.
8. All rewards are subject to availability and restriction may apply as to when the reward can be redeemed.
9. The membership rewards TM certificate will be valid for redemption for six months from the date of issue or the close of the program date, whichever date is earlier.
10. The use of the American Express Charge, Credit, Personal, Gold or Corporate Card and the Membership Rewards TM Program are subject to cardmember terms and conditions.

Disclosure

I/We hereby consent to Standard Chartered Bank (Pakistan) Limited (the "Bank") its officers and agents disclosing information relating to me/us and my/our accounts(s) and/or dealing relation (s) with the Bank, including but not limited to details of my/our facilities, any security taken, transactions undertaken and balances and positions with the bank, to (i) the head office of the bank, any of its subsidiaries or subsidiaries of its holding company, affiliates related corporation, representative and branch offices in any jurisdiction and related corporations the permitted parties (ii) the agents and independent contractors of the permitted parties who are under a duty of confidentiality to the Bank: (iii) any actual or potential participant or sub-participant in, or assignee, novatee or transferee of or any insurer of or provider of credit protection any of the bank's rights and or obligations in relation to my/our facilities (iv) any court, tribunal regulatory, supervisory, governmental or quasi governmental or quasi-governmental authority with jurisdiction over the permitted parties, and (v) any of my/our guarantors, third party pledgors or security providers.

Assignment

That the term the bank wherever the context so permits shall mean and include its respective successors in interest, assigns, and the bank may assign its interest / benefits / obligations / rights / under this Agreement whenever at its discretion and no prior consent in this regard is required.

Applicable Law and Jurisdiction:

- (a) This terms and conditions and any matters relating to this Product shall be governed by and construed in accordance with the laws of Pakistan.
- (b) The parties submit and agree to the exclusive jurisdiction of the Honorable Courts in Pakistan.

