

Aer Lingus Card Rewards Program Agreement

Important information about this program and this agreement

• Your Aer Lingus credit card account is issued solely by JPMorgan Chase Bank, N.A. Member FDIC. This Aer Lingus card rewards program is offered through Avios Group (on behalf of Aer Lingus) and Chase. This document describes how the Aer Lingus card rewards program works and is an agreement between you and Chase. You agree that use of your account or any feature of this program indicates your acceptance of the terms of this agreement. In this document, the following words have special meanings:

- › "agreement" means this document
- › "program" means this Aer Lingus card rewards program
- › "account" means your credit card account that is linked to this program
- › "card" means any credit card or account number used to access your account
- › "we," "us," "our," and "Chase" mean JPMorgan Chase Bank, N.A. Member FDIC and its affiliates
- › "you" and "your" mean the person responsible for the account and for complying with this agreement
- › "authorized user" means anyone you permit to use the account
- › "Aer Lingus" means Aer Lingus Ltd, a company registered in the Republic of Ireland with registered number 9215 whose registered office is at Head Office, Dublin, Ireland;
- › "Avios Group" means Avios Group (AGL) Limited (company registered number: 02260073) a company registered in England whose registered office is at Waterside, Harmondsworth, West Drayton UB7 0GB, United Kingdom;
- › "AerClub" means the Aer Lingus AerClub program operated and administered by Aer Lingus and Avios Group and governed by the AerClub Terms and Conditions, available at AerLingus.com
- › "Avios points" are the rewards you earn under this program. You may simply see "Avios" in marketing materials when referring to the rewards you earn.
- › "purchases" is defined in the section of this agreement titled *How you can earn Avios points*
- › "misuse" means the improper use of the program, card, or account in a manner inconsistent with the terms and conditions you've agreed to, including this Rewards Program Agreement, the cardmember agreement, or the terms and conditions of a third-party merchant, service provider program or loyalty program, through which Avios points may be used or transferred under this program.
 - Examples of misuse include, but are not limited to:
 - your failure to make the minimum payment on your account when due;
 - repeatedly opening or otherwise maintaining credit card accounts for the purpose of

generating rewards;

- manufacturing spend for the purpose of generating rewards.

- Chase may make changes to this program and the terms of this agreement at any time. For some changes we'll give you 30 days' notice (or longer if required by law) as described in the *Notice of changes* section below.
- Chase may temporarily prohibit you from earning Avios points, using Avios points you've already earned through this program that haven't been transferred to AerClub, or using any features of this program.
- Chase may supplement this agreement with additional terms, conditions, disclosures, and agreements that will be considered part of this agreement.
- Avios points earned in this program are automatically transferred to AerClub after the end of each billing cycle. Aer Lingus may change the terms of AerClub in accordance with its rules. You will lose all Avios points earned if there is no AerClub program activity for 36 consecutive months as described in the AerClub Terms and Conditions, available at AerLingus.com.
- Chase may refer to this agreement as the "Rewards Program Agreement" or "Rewards Program Rules and Regulations" in communications about this program and in supplemental terms, conditions, disclosures, and agreements. This version of the agreement takes the place of any earlier versions.

Notice of changes

- Chase will give you 30 days' notice (or longer if required by law) of the following types of changes to this program or this agreement:
 - › if we add or increase fees applicable to this program
 - › if we decrease the rate at which you earn Avios points in this program
 - › if we limit the number of Avios points you can earn in this program
 - › if we limit or reduce the ways you can use Avios points in this program
 - › if we cancel this program
- Chase will send this notice to you in writing, which, at our option, may be delivered to you in the mail or electronically by email or through our online services, such as chase.com or the Chase Mobile App.
- Chase will give you notice of other changes to this program or agreement by posting an updated copy of this agreement when you log in to our website, chase.com.
- Aer Lingus is solely responsible for AerClub and the provision of notices in accordance with the AerClub Terms and Conditions which can be found at AerLingus.com.

How you can earn Avios points

- You'll earn Avios points on purchases of products and services, minus returns or refunds (collectively, the "purchases"), made with a card by you or an authorized user of the account. Buying products and services with your card,

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in most cases, will count as a purchase; however, the following types of transactions won't count as a purchase and won't earn Avios points:

- › balance transfers
- › cash advances or cash-like transactions
- › travelers checks, foreign currency, money orders or wire transfers
- › lottery tickets, casino gaming chips, race track wagers or similar betting transactions
- › any checks that access your account
- › interest
- › unauthorized or fraudulent charges
- › fees of any kind, including an annual fee, if applicable

• You'll earn:

- › **3 Avios points** for each \$1 spent on flight purchases made directly with Aer Lingus, British Airways, Iberia and LEVEL.
- › **2 Avios points** for each \$1 spent on hotel accommodations when purchased directly with the hotel.
- › **1 Avios point** for each \$1 spent on all other purchases.

Rewards Categories: Merchants who accept Visa/Mastercard credit cards are assigned a merchant code, which is determined by the merchant or its processor in accordance with Visa/Mastercard procedures based on the kinds of products and services they primarily sell. We group similar merchant codes into categories for purposes of making rewards offers to you. Please note:

- › We make every effort to include all relevant merchant codes in our rewards categories. However, even though a merchant or some of the items that it sells may appear to fit within a rewards category, the merchant may not have a merchant code in that category. When this occurs, purchases with that merchant won't qualify for rewards offers on purchases in that category.
- › Purchases submitted by you, an authorized user, or the merchant through third-party payment accounts, mobile or wireless card readers, online or mobile digital wallets, or similar technology will not qualify in a rewards category if the technology is not set up to process the purchase in that rewards category. For more information about Chase rewards categories, see chase.com/RewardsCategoryFAQs.

Ways to earn bonus Avios points

• We may offer you ways to earn bonus Avios points through this program, such as Refer-a-Friend, or special promotions. You'll find out more about the number of bonus Avios points you can earn, the duration of the offer and expiration date, if any, and any other terms at the time of the offer. The additional terms will be part of this agreement. The natural expiration of a limited time bonus Avios point offer is not a modification to the program that requires notification.

Information about earning and transferring Avios points to Aer Lingus

- Avios points are earned at the close of each monthly billing cycle, based on the purchases made during that billing cycle, plus any bonus Avios points posted during that billing cycle, but minus any returns or refunds. If you have more returns or refunds than Avios points earned from purchases or bonuses, then Avios points will be deducted from your total Avios points balance and may result in a negative Avios points balance.
- You'll see the Avios points you've earned from card purchases on chase.com and on your monthly card billing statement.
- We may, from time to time, provide additional ways for you to see Avios points you've earned, such as through Chase or third-party mobile application(s).
- Avios points will be automatically transferred to AerClub after the end of each billing cycle.
- This agreement governs the receipt of Avios points in connection with this program and is separate and in addition to the Aer Lingus AerClub Terms and Conditions that govern your participation in the Aer Lingus AerClub program. The AerClub Terms and Conditions are available online at AerLingus.com. Information in this agreement that relates to the AerClub program isn't complete or comprehensive and doesn't include all of the information that you should know about the AerClub program.
- Aer Lingus may change the AerClub program, including, but not limited to, terms, conditions, travel rewards and special offers or terminate the AerClub program at any time with reasonable notice as set forth in the AerClub program rules.
- Avios points earned in this program won't be credited toward AerClub tier level progression or retention.
- If your membership in the AerClub program is terminated for any reason in accordance with the AerClub Terms and Conditions by you or Aer Lingus, you'll no longer be eligible to use the Avios points you've earned in this program.
- Chase's sole obligation concerning the award and redemption of Avios points is to make a valid request to AerClub to award Avios points to your associated AerClub account. Chase disclaims liability or responsibility for AerClubs' failure to award or redeem Avios points to or from your associated AerClub account after Chase has met its obligations in connection with such a request.
- If you have not earned or redeemed Avios points or purchased or transferred Avios points through your AerClub account in accordance with the AerClub Terms and Conditions for 36 consecutive months, all Avios points that have accrued to that date will expire.

How you can use your Avios points

- To use your Avios points, go to AerLingus.com or call Avios Group at 1-855-585-8264 Monday through Friday, from 9:00 a.m. – 6:00 p.m. Eastern Time.
- We may, from time to time, provide additional ways for you to use your Avios points in addition to those described in this

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agreement, such as through Chase or third parties. To use your Avios points, minimum and maximum amounts may apply, and the redemption value of Avios points may be worth less than other reward options offered directly through this program or AerClub. You'll find out about any additional terms and conditions before you use your Avios points. Any additional terms, conditions, disclosures or agreements provided by us or the third party related to the use of Avios points will be part of this agreement.

How you could be prohibited from earning or having Avios points transferred

- We may temporarily prohibit you from earning Avios points, and we may not transfer Avios points you've already earned to AerClub if we suspect you've engaged in misuse or fraudulent activity related to your account or this program.
- You can begin earning Avios points again, and any Avios points that we've held will be transferred to AerClub in the next billing cycle after you make a payment to your account sufficient to become current or when we otherwise no longer suspect misuse or fraud of the account or this program.

How you could lose your Avios points

- **You'll immediately lose all Avios points that haven't been transferred to AerClub if your account status changes, or your account is closed, for misuse, fraud, or any of the following reasons:**
 - › you fail to comply with other agreements you have with Chase
 - › we believe you may be unwilling or unable to pay your debts on time, including filing for bankruptcy
 - › we believe that you've engaged in fraudulent activity related to your account or this program
- We won't reinstate Avios points you lose, unless we've made an error.
- If your account is closed for any other reason, we'll automatically transfer any Avios points earned to AerClub, as long as you don't lose them for any of the reasons described in this agreement.

Other important information you should know

- Avios points aren't your property and have no cash value. Additionally, Avios points can't be transferred by operation of law, such as by inheritance, in bankruptcy or in connection with a divorce.
- Your participation in this program may result in miscellaneous income received from Chase and we may be required to send you, and file with the IRS, a Form 1099-MISC (Miscellaneous Information) or Form 1042-S (Foreign Person's U.S. Source Income Subject to Withholding) for the year in which you participate and are awarded the benefits of this program. You are responsible for any tax liability related to participating in this program. Please consult your own tax advisor if you have any questions about your personal tax situation.
- We may assign our rights and obligations under this agreement to a third party, who will then be entitled to any of our rights that we assign to them.

- We're not responsible for any disputes you may have with any authorized users on your account about this program.
- Chase, Avios Group, Aer Lingus and their respective third-party service providers, affiliates, directors, officers, employees, agents or contractors make no representations or warranties, either express or implied, including, those of merchantability, fitness for intended use or a particular purpose and otherwise arising by law, custom, usage, trade practice, course of dealing or course of performance. You release Chase, Avios Group, Aer Lingus and their respective third-party service providers, affiliates, directors, officers, employees, agents and contractors for all activity in connection with this program, including but not limited to, use of this program, and any redemption for or purchase of products or services through this program.
- You agree to indemnify and hold Chase, Avios Group, Aer Lingus and their respective third-party service providers, affiliates, directors, officers, employees, agents and contractors harmless from and against any loss, damage, liability, cost, or expense of any kind (including attorneys' fees) arising from your or an authorized user's: use of this program, any fraud or misuse of this program, violation of this agreement and/or violation of any applicable law or the rights of any third party.
- The merchants and third-party service providers that participate in this program are not affiliated with us and are not sponsors or co-sponsors of this program. All participating merchant and third-party service provider names, logos, and marks are used with permission and are the property of their respective owners. Participating merchants and third-party service providers are subject to change without notice.
- Participating merchants and third-party service providers are responsible for the quality and performance of any products or services they provide. Chase is not responsible for any aspects of the products and services provided by participating merchants or third-party service providers.
- This program is void where prohibited by federal, state, or local law.
- This agreement and use of this program is governed by federal law, as well as the law of Delaware, and will apply no matter where you live or use this program.
- We may enforce the terms of this agreement at any time. We may delay enforcement without losing our right to enforce this agreement at a later time. If any term of this agreement is found to be unenforceable, we may still enforce the other terms.

Communications

- We may send communications about this program to you at any mailing or email address in our records or through our online services, such as chase.com or the Chase Mobile App.
- Let us know right away about any changes to your contact information using the Cardmember Services address on your card billing statement or call the Chase phone number on the back of your card.

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Telephone monitoring

- You agree that Chase and its third-party service providers may listen to and record telephone calls as part of providing program services.