



**PRIVILEGE LOYALTY PROGRAM SPECIFIC TERMS**

**The present terms are applicable as of January 10<sup>th</sup>, 2011 in addition to Europcar General Terms and conditions**

**1. Definitions**

**Administrator:** is defined as the service who manages the Program in each country. The contact details of such administrator can be found by logging in *My Europcar* in the *Loyalty program* section and by selecting the relevant country as well as in the *About us* section of the Website.

**Europcar ID:** is defined as the personal identification number assigned to a driver each time he/she creates a Europcar account on the Website or at time of check out after the first rental in a Europcar station. In order to get a Europcar ID, the driver needs to accept the General Terms and Conditions as well as the Privacy Policy and fill in the following information:

- Title
- First Name
- Last Name
- e-mail address
- Full geographical address
- Phone number
- Birth date and location
- Driver's licence details
- Identity card or passport details depending on the country

This Europcar ID entitles the Privilege member to benefit from all Program benefits and must be used in order to log in *My Europcar* as well as for each rental online, over the phone or at the counter.

**Europcar Privilege stations:** are defined as all Europcar stations providing the Privilege member with a Ready Privilege Express Service. Worldwide Europcar Privilege stations are hereby listed <http://www.europcar.com/car-rental.html> and may be amended from time to time.

**Payment ID:** is defined as the Privilege member valid method of payment which details will mandatorily appear in the Privilege Enrolment form and which will be charged with all costs associated to the Privilege member's rentals. 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 card:** is defined as a Privilege ID card or a Privilege Charge card 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.

**Privilege Charge card:** is defined as the Privilege membership card provided by Europcar to the employees of a company benefitting from a Europcar business account and who has been duly and namely authorized by his/her company to use it as a valid Payment ID. A Privilege Charge card will be linked to a business account but dedicated to a nominated Privilege member. The Privilege Charge card will be sent to the relevant Privilege member after his/her first Qualifying rental or Qualifying day.

**Privilege credits:** are defined as the unit values, counted in credits and determining the Privilege Member's Status. The Privilege Credits are generated both by 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 Payment ID and cannot be converted into money. The Privilege Credits can be viewed on line in *My Europcar* of the Europcar website the day following the Qualifying rental. Should the Qualifying rental not actually being 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 enrolment form:** is defined as the Privilege Loyalty Program enrolment form accessible via *My Europcar* or the *Loyalty Program* section on the Website. In order to fill in such enrolment form, the driver shall create a Europcar ID and fill in his/her Payment ID details, his/her preferred insurance and his/her frequent traveller program, if applicable. The driver will also have to choose the type of Privilege card he wishes to ask for. Before submitting his/her application, the driver shall accept the Privilege Loyalty Programs Specific Terms.

**Privilege ID card:** is defined as the membership identification card provided by Europcar after the first Qualifying rental or Qualifying day to each Privilege member who chooses the Privilege ID card option in the Privilege enrolment form,. The Privilege ID Card does not constitute a valid Payment ID.

**Privilege member:** is defined as a driver who has enrolled into the Program.

**Program:** is defined as the Europcar Privilege Loyalty Program.

**Privilege status:** is defined as the level a Privilege Member has reached in proportion of his/her Privilege credits. There are three Privilege Statuses: Privilege Club (entry level), Privilege Executive (frequent renter level) and Privilege Elite (top frequent renter level), each allowing the Privilege Member to benefit from specific advantages. The Privilege status taken into account is the status reached by the Privilege member at time of pick-up.

**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 period:** is defined as the period during which the Privilege member may earn privilege Credits. A Qualifying period is a twelve months period starting on January the 1<sup>st</sup> and ending on December the 31<sup>st</sup>. Privilege credits are reset every 31<sup>st</sup> of December.

**Qualifying Rates:** are defined as the rates giving Privilege Members the right to earn Privilege Credits. Qualifying rentals are based on rates including all public, corporate and promotional rates with the exception of the following rates:

PROD_ID	PROD_DESC	PROD_ID	PROD_DESC
AAGB	A.A. MEMBERSHIP PROGRAMME	RELC	REPLACEMENT LEASING COMPANIES
ADAA	ADAC DAILY RATES	RELM	REPLACEMENT CAR MANUFACTURER N.GUAR
ADAB	ADAC WEEKEND RATES	REMT	REPLACEMENT MID TERM
ADAC	ADAC HOLIDAY RATES	RESC	REPLACEMENT EUROPEAN AUTO CLUBS
BIKE	MOTORCYCLE RENTALS	RETD	REPLACEMENT TEST DRIVE
BSEX	BUSINESS EXCLUSIVE	REVR	REPLACEMENT CAR MANUFACTURER GUAR.
CHFD	CHAUFFEUR DRIVE	SCRA	SUB CONTRACT REVENUE ACTIVITY
EBRR	EUROPCAR BUSINESS CLASS	SHOW	NO SHOW RENTALS
EUAS	PREPAID VALUE DRIVE USA	SPEX	SUPER EXCLUSIVE
EUSI	US SPECIAL INTERMEDIARIES	STOR	CANCELLATION OF RENTAL AGREEMENT
FDEZ	EASY JET	TOAL	BIG AMERICAN TOUR OPERATORS
FDFR	RYAN AIR	TOAM	N.AMERICAN TOUR OPERATOR MEDIUM
FDJE	JERSEY EUROPEAN	TOAS	N.AMERICAN TOUR OPERATOR SMALL
FLAP	FRANCHISE LOCAL ACCOUNT PRODUCT	TOEL	BIG EUROPEAN TOUR OPERATORS
FRCS	FREE RENTAL CUSTOMER SERVICE	TOEM	EUROPEAN TOUR OPERATOR MEDIUM
FRFP	FREE RENTAL EUROPOINT AWARD	TOES	EUROPEAN TOUR OPERATOR SMALL
FREX	FREE RENTAL MERCHANDISE EXCHANGE	TOLL	LONG HAUL TOUR OPERATOR BIG OTHR
FRFT	FREE RENTAL FREQUENT TRAVELLER	TOLM	LONG HAUL TOUR OPERATOR MEDIUM
FRFR	FREE RENTAL PUBLIC RELATIONS	TOLS	LONG HAUL TOUR OPERATOR SMALL/OT
FRWL	OTHER CAR REPLACEMENT	TOMA	TOMA EASY TRAVEL
FSI1	CAR REPLACEMENT OTHER 1	TORE	IN RESORT TOUR OPERATORS
FSI2	CAR REPLACEMENT OTHER 2	UFMT	MULTINATIONAL MEDIUM TERM RATE
NPOO	NON POOL VEHICLES	USFS	US FORCE SHORT TERM RATE
PRPP	PROMOTION PREPAID	USMT	N.AMERICAN MEDIUM TERM RATE
READ	REPLACEMENT ADAC	USST	N.AMERICAN SHORT TERM RATE
REAS	REPLACEMENT COURTESY ASSISTANCE		
REDC	REPL DOMESTIC CLUB ASSIST INSURANCE		
REDI	REPLACEMENT DOMESTIC INTERMEDIARY		
REID	REPLACEMENT DIRECT INSURANCE		
REIS	REPLACEMENT NORMAL INSURANCE		



Any rental linked to the above listed rates will not be taken into account for Privilege Credits. However, the Privilege Member will benefit from all other advantages linked to the Program.

**Qualifying rental:** is defined as a Vehicle rental, made in any Europcar Privilege station and linked to a Qualifying rate, allowing Privilege member to earn Privilege credits.

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

**Website:** is defined as [www.europcar.com](http://www.europcar.com)

## 2. Presentation of the Europcar Privilege Loyalty Program

The **Program** is a free of charge program, offered by Europcar in order to reward its drivers for their loyalty in proportion of their Vehicle rental frequency. Drivers who enrol into the Program will benefit automatically from the Ready Privilege Express Service, when available, and earn Privilege credits in order to reach one of the Privilege Statuses and their related advantages. All information about the Program may be found in the Loyalty Program section of the Website.

## 3. Membership conditions and enrolment process

In order to enrol into the Program and get a *Privilege ID card*, a driver shall:

- be at least 21 years old (older in some countries, please check the specific rental terms per country)
- have a valid driving licence
- have a Europcar ID
- choose the "Privilege ID card" option
- fill in the Privilege enrolment form
- accept the Privilege Loyalty Program Specific Terms
- receive a confirmation e-mail from Europcar

In order to enrol into the Program and get a *Privilege Charge card*, a driver shall:

- be at least 21 years old (older in some countries, please check the specific rental terms per country)
- have a valid driving licence
- have a Europcar ID
- chose the "Privilege charge card option"
- accept the Privilege Loyalty Program Specific Terms
- print the relevant Privilege enrolment form
- get his/her company to stamp the Privilege enrolment form and to fill in the contract number linked to the relevant Business account, if any.
- send the Privilege enrolment form duly completed to Europcar's Administrator in your living country

The Privilege enrolment form is available in the *Loyalty Programs* section of the following websites:

- [www.europcar.com](http://www.europcar.com)
- [www.europcar.com.au](http://www.europcar.com.au)
- [www.europcar.co.nz](http://www.europcar.co.nz)
- [www.europcar.co.uk](http://www.europcar.co.uk)
- [www.europcar.de](http://www.europcar.de)
- [www.europcar.es](http://www.europcar.es)
- [www.europcar.fr](http://www.europcar.fr)
- [www.europcar.it](http://www.europcar.it)



[www.europcar.pt](http://www.europcar.pt)  
[www.europcar.ch](http://www.europcar.ch)  
[www.europcar.at](http://www.europcar.at)  
[www.europcar.be](http://www.europcar.be)

Drivers subscribing to the Program cannot be enrolled into another Europcar card loyalty program in any country whatsoever.

- For all paying Europcar programs (i.e.: "Funway", "EuropcarClub"), the Driver will have to wait until the expiry date of its current card to enrol into the Program.
- For all free of charge Europcar programs (i.e. "Funway" in Netherlands & Sweden), the Driver will be opted-out at Privilege enrolment time. The Privilege Member won't be able to benefit any longer from the benefit of such programs but will get all the advantages related to the Program.

However, the Program can be used together with Europcar Partner Frequent traveller programs, i.e. Privilege members can earn Privilege credits and Frequent Traveller miles/points for a same rental.

Moreover, in the United States, the Privilege Members will benefit from the Emerald Program as the Privilege Program does not exist. The Terms and Conditions of such Program are available through the following [link](#).

Comment [CL1]: Add link

#### 4. Privilege Cards

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

- His or her first name and last name;
- His or her Europcar Driver ID;
- His or her Status;
- the expiry date for his or her current Status for Privilege Executive and Privilege Elite Members (Privilege Club Member ID cards have no expiry date); the expiry date is the last calendar day of the month displayed.
- the relevant contract code at the back of the card
- the 'charge card' mention if applicable together with the related Business Account at the back of the card
- the signature of the Privilege member at the back of the card

The Privilege Card is sent by post to the Privilege member following his/her first Qualifying rental or Qualifying day.

In order to benefit from the advantages of the Program, the Privilege member must indicate his or her Europcar ID when making a reservation and show the Privilege card at pick-up time at the relevant Europcar counter.

If the Privilege card is lost, damaged or stolen, the Privilege member must inform the Administrator of his/her country of residence by phone or email: the relevant contact details are available [online in the About us section](#) and in the [Loyalty Information section of My Europcar](#) once logged-in. In order to get his/her Privilege card replaced, the Privilege member will need to quote his/her Europcar ID. Europcar will replace the Privilege card at no cost. In the meantime, the Privilege member can use his/her Europcar ID to be identified and benefit from the Privilege benefits.

#### 5. Privilege Benefits

##### 5.1 The Ready Privilege Express Service

Each Privilege member will benefit from a faster rental process: the "Ready Privilege Express Service". The existing Ready service has been renamed Privilege Express service as of January 10<sup>th</sup>, 2011. Both names will co-exist throughout the year 2011.

#### 5.1.1 Collected Data

By enrolling into the Program, Privilege members accept that their personal data collected in the Privilege Enrolment form will be saved on a computerised database and used in order to speed up the rental process. For instance, the Privilege member won't need to fill in this information for each rental. The Privilege member personal data will be stored under a Europcar ID. 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-printed on each rental agreement 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 his *My Europcar* section.

Europcar may disclose the Privilege member personal data to one of its agencies in a country where the data protection is not adequate for the sole purpose of proceeding with the rental requested by the Privilege member in such country.

#### 5.1.2 Rental Process

All rentals processed through the Ready Privilege Express Service are submitted to Europcar General terms and Conditions including without limitation Europcar General rental terms and Europcar Specific rental Terms per country.

When the Privilege member has booked a Vehicle online or over the phone, the Privilege member will benefit at the counter from a pre-printed rental agreement and will only have to give his/her Europcar ID, show a valid driving license and pick up the keys of the Vehicle. No signature is needed unless otherwise specified by the local law of the country of rental. When renting outside of his/her country of residence, the Privilege Member may have to show a valid ID.

To be able to benefit from the Ready privilege Express Service, the Privilege member shall make his/her reservation up to 2 (two) hours prior to the time of pick up on line or over the phone with his/her Europcar ID. The Privilege member will also be able to modify or cancel his/her non-prepaid reservation without charges, provided it is done up to 2 (two) hours prior to the due pick up date and time.

All the options not available on line such as "special" category Vehicles, additional driver option or even baby seats won't allow the Privilege member to benefit from the Ready Privilege Express Service as he/she will need to directly ask for them at the counter.

When booking on line, the Privilege member will receive an online booking confirmation for each rental.

In some Europcar Privilege stations in Germany, the Privilege Member will be able to benefit from the Ready Privilege Express Service directly at a Ready Terminal ([more details](#)).

#### 5.1.3 Payment Terms

By signing up the Privilege Enrolment form online, the Privilege member accepts for his/her Payment ID to be charged with all amounts related to the rental without having to sign the rental agreement at the counter unless the local law of the country of rental expressly forbids such practice (e.g. South Africa and Portugal). If the Privilege member chooses the "prepayment" option, the payment of the rental price will be charged on the Payment ID at time of booking and additional charges, if any, will be charged at time of check-in. When the Privilege member chooses to "pay at station", the Payment ID will be

automatically charged with all sums related to the rental at time of check-in without the Privilege member having to show such Payment ID at counter.

The payment ID will be the one provided by the Privilege member on the enrolment form to the exclusion of any other means of payment. If several Payment ID appear on the enrolment form, the preferred Payment ID will be the Privilege Charge Card and otherwise the first preferred valid bank card.

## 5.2 Other Privilege benefits

### Privilege Club:

Privilege Club Members benefit from:

- a 10% discount on Europcar International leisure rates (Super Drive), non applicable in addition to any other promotional or corporate rate
- a guaranteed reservation meaning that the Europcar pick up station is required to provide the requested Vehicle category until the station closure or up to 12:00 (noon) the day following the due pick up time for 24/7 stations.
- an access to his/her Privilege profile information 24/7 on *My Europcar* section online.
- access to Accor's A|Club Silver card
- the ability to earn miles/points from your preferred frequent traveller program.
- a dedicated line at counter in most Europcar Privilege stations

### Privilege Executive:

Privilege Executive Members benefit from:

- a 20% discount on all leisure rates (Super Drive), non applicable in addition to any other promotional or corporate rate
- a guaranteed reservation
- access to A|Club Gold card
- dedicated, express counter service
- one free Vehicle category upgrade up to category SDMR : Volkswagen Passat or equivalent, subject to availability at pick-up time.
- a dedicated line at counter in most Europcar Privilege stations

### Privilege Elite:

Privilege Elite Members benefit from:

- a 30% discount on all leisure rates (Super Drive), non applicable in addition to any other promotional or corporate rate
- a guarantee reservation
- access to A|Club Gold card with free breakfast and 200 bonus points on first stay
- dedicated, express counter service
- one free car category upgrade up to category FDMR : Mercedes C Class or equivalent, subject to availability at pick-up time
- a dedicated line at counter in most Europcar Privilege stations
- Additional driver option for free. Valid for one (1) additional driver only.
- One free week end rental per year from 2 to 3 days long including a Saturday night. The Privilege Elite Member will receive once a year, via e-mail, a dedicated offer with a specific link to a dedicated website enabling the Privilege Elite Member to read and accept the specific terms and conditions applicable to such offer before booking his/her free rental online and receiving an e-voucher. The Europcar Privilege Elite e-voucher is not transferable and cannot be used in addition to any promotion or special rate.

## 6. Privilege credits

A Privilege member switches from one Privilege status to another in proportion of his/her Privilege credits. After his/her enrolment to the Program, the Privilege member automatically becomes a Privilege Club member and starts earning Privilege credits to reach the Privilege Executive status.

Privilege members qualify for the Privilege Executive status when they reach either 10 (ten) Qualifying rentals or 40 (forty) Qualifying days during over a Qualifying 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 Qualifying period.

### **6.1. Privilege Status upgrade**

Each Privilege member can have his/her Privilege Status 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 Qualifying period. The Privilege member will benefit from this new Privilege Status as soon as he/she reaches the necessary amount of Privilege credits and for the end of the current Qualifying period as well as for the following one. A member can be upgraded twice a year.

### **6.2. Privilege Status downgrade**

A Privilege member will be downgraded if the Privilege member does not earn any Privilege credit over a Qualifying 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 Privilege Status. The Privilege member can only be downgraded to the next lower level over a Qualifying period and will at least benefit from the Privilege Club advantages.

In case of upgrade or downgrade, a new Privilege card will be sent to the Privilege Member within 2 weeks maximum).

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

#### ***Exception:***

In the USA and Canada, Privilege credits will be earned on the second rental in one of National Car rental counters. For more details please see the [Specific terms per country](#).

## **7. Liability**

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

By enrolling into the Program, the Privilege member acknowledges that he has read and understood the present Specific terms. The Privilege member warrants that the information provided on the Privilege enrolment form is true, complete and accurate. The Privilege member undertakes to notify Europcar via the My Europcar section of any change in his/her personal data provided in the Privilege enrolment form including without limitation any change in his/her billing address, driving licence details, change of Payment ID.

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 Program Specific Terms.



## 7.2. Europcar Liability

The Ready Privilege Express service will only be available in the Europcar Privilege stations and in countries where local law does not expressly forbids such service. Europcar will make its most reasonable commercial efforts in order to provide the Privilege member with the Ready Privilege Express Service. However, Europcar shall not be liable for any loss, damage or expense resulting from the failure to provide the Privilege member with the Ready Privilege Express Service. If, for any reason whatsoever, the availability of the Ready Privilege Express Service cannot be offered to the Privilege member at pick-up time, the rental transaction will be processed according to Europcar standard rental procedure.

## 8. Termination

### 8.1. Termination by the Privilege Member

At any time, the Privilege Member may cancel his/her enrolment by sending a one month priori notice via registered postal mail to the Administrator of his/her country of residence, the address of which can be found in the [Loyalty information section of My Europcar](#) once logged in or in the [Headquarters section of the About us pages](#). This will imply the complete withdrawal from the Program, thus permanently ending the benefits related to the Program.

### 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 Program without prior notice.

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

After a period of three (3) years without any Privilege credit earned by a Privilege Member, the Privilege card will be automatically terminated.

The Privilege card remains the sole property of Europcar and may 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 'check-in date').

To do so, Privilege members must 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.

In order for the Privilege member to be entitled to earn Privilege credits, the invoice corresponding to the claim must be in (or include) the name of the Privilege member.

### 9.2. Miscellaneous

The Privilege member may submit any other query regarding the Program via the [online contact us section](#), with the following object "Europcar Privilege Loyalty program".





#### **10. Modification of the Privilege Loyalty Program Specific Terms**

Europcar may amend the Privilege Loyalty Program Specific Terms from time to time. The Privilege member shall therefore refer to the latest version of the Privilege loyalty program Specific Terms available on line. 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 Program at its sole discretion by providing at least a ninety (90) days written notice to the Privilege Member. In any case, each Member will benefit from the advantages of his/her Privilege card until its expiry date.

#### **11. 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.