Privilege Loyalty Program specific Terms and Conditions

The present terms and conditions to the Privilege Loyalty Program (hereinafter the "Program") are applicable from February 15th 2018 in addition to Europcar Terms and Conditions of hire and Europcar Insurance Protection (hereinafter “Europcar General Terms and Conditions”).

PRIVILEGE LOYALTY PROGRAM SPECIFIC TERMS

1. Definitions

Driver: is defined as the customer who has subscribed to the Program.

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

- Title
- First name
- Last name
- e-mail address
- Full postal address
- Phone number
- Birth date and location
- Driver’s licence details

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

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

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

The Program is not available in Canada, China, Cuba, Japan and the United-States However, the Program can be used together with Europcar Airline or Hotel partner programs (hereinafter “Partner Programs”), which means that Privilege members can earn Privilege credits and Partner Program points / miles for the same rental.

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

Parties: shall designate Europcar and the driver

Privilege Card: is defined as a Privilege ID card or a Privilege Charge card, in plastic or virtual format, allowing the Privilege Member to add up Privilege Credits and benefit from the advantages relevant to his/her Privilege status. A Privilege member gets a new Privilege card each time his/her Privilege status changes. Club and Executive Privilege Members will no longer receive any plastic card (effective as of August 30th 2018).

Elite and Elite VIP Privilege Members can choose to add the virtual card on their phone wallet in which case no plastic card will be sent.

Payment ID: is defined as the Privilege Member valid method of payment which details will appear in the Europcar ID creation 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 credit card as defined in the General Terms and Conditions (https://www.europcar.com/EBE/module/render/General-Rental-Terms).

Privilege ID card: is defined as Privilege Member's name card, sent by Europcar by email during registration, or by post within three weeks after the registration if the Privilege Member has not downloaded their virtual card. The Privilege ID card, plastic or virtual, cannot be used as means of payment.

Privilege Charge Card: is defined as the Privilege membership card, provided by Europcar to the employees of a company benefiting from a Europcar business account, 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 individual Privilege member.

For Elite and Elite VIP tier level, If the Privilege member has not added her/his virtual card, the Privilege Charge card will be sent to the relevant Privilege member by post and/or to his/her company's headquarter as per rules defined at time of contractual conditions set-up for the company's cards dispatch address. The card is issued and mailed only after the driver's company has faxed/mailed back the duly filled-in form properly stamped out and signed off, to the Europcar country headquarter (Europcar address indicated on the form).

Privilege Credits: are defined as the unit values, counted in credits and defining 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 online in the *My Europcar* section of the Europcar website after one week following the invoicing of a Qualifying Rental when the rental took place in Australia, Austria, Belgium, France, Germany, Italy, New Zealand, Portugal, Spain, Switzerland, and the United Kingdom and 6 weeks after invoicing if the rental took place in other countries of the Europcar network.

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

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

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

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

Privilege enrollment form: is defined as the Privilege Loyalty Program enrollment form accessible via the Europcar website. Before submitting his/her application, the customer shall accept the Privilege Loyalty Programs Specific Terms and Conditions.

Public Rates:

Public rates include:

- any non-discounted rate obtained via a booking made directly through Europcar's website or call centre
- any rates obtained via a booking made on a partner microsite (dedicated website accessible via the Europcar website, enabling customers to book and manage their rentals).
- temporary promotions published via banners on Europcar sites

Public rate do not include:

- rates obtained via any indirect website or indirect booking source
- corporate negotiated flat rates
- promotional rates

Priority: the Priority Service is the express vehicle pick up service whereby the rental agreement is prepared in advance with all information from the customer's profile and booking thereby saving time at the counter.

Master Rental Agreement (MRA): this option within the Priority Service entitles the Privilege Member to bypass the counter without having to sign the rental agreement unless the local law of the country of rental expressly forbids such practice (e.g. South Africa and Portugal) : to benefit from this service the Privilege Member needs to fill-in all payment details in his/her Privilege profile and accept that his/her Payment ID be charged with all amounts related to the rental.

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

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

- **Privilege Club** (entry level), up to 9 status rentals or up to 39 rental days within 24 months from enrolment date.

- **Privilege Executive** (frequent renter level), 10-24 status rentals or 40-84 rental days within 24 months from enrolment date.

- **Privilege Elite** (very frequent renter level), 25-39 rentals or 85-129 rental days within 24 months from enrolment date.

- **Privilege Elite VIP** (Top frequent renter level), 40+ rentals or 130+ rental days within 24 months from enrolment date.

The Privilege Status taken into account is the status reached by the Privilege Member at time of Vehicle 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 days showing 0 as a value are rentals made on a rate excluded from the Privilege Credits.

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

Rate code	Rate name	Rate code	Rate name
AAGB	A.A. MEMBERSHIP PROGRAMME	FR**	ANY FREE RENTAL PRODUCT
ADAA	ADAC DAILY RATES	NPOO	NON POOL VEHICLES
ADAB	ADAC WEEKEND RATES	RE**	ANY CAR REPLACEMENT PRODUCT
ADAC	ADAC HOLIDAY RATES	FSI1	CAR REPLACEMENT OTHER 1
BIKE	MOTORCYCLE RENTALS	FSI2	CAR REPLACEMENT OTHER 2
CHFD	CHAUFFEUR DRIVE	FRWL	OTHER CAR REPLACEMENT
EUSI	US SPECIAL INTERMEDIARIES	SHOW	NO SHOW RENTALS
FDEZ	EASYJET	TO**	ANY TOUR OPERATOR PRODUCT
FDFR	RYANAIR	USFS	US FORCE SHORT TERM RATE
FDJE	JERSEY EUROPEAN	USST	N. AMERICAN MEDIUM TERM RATE

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 Rates for Privilege status and Privilege Rewards: are all Qualifying Rentals whether made on public or negotiated/contractual rate which entitle the Privilege Member to move up to next Tier level and earn Privilege rewards. Overlapping rentals are not considered as qualifying rentals. No free weekend reward will be granted for Privilege Status renewal or downgrade.

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

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

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

Website: is defined as http://www.europcar.co.nz

2. Presentation of the Europcar Privilege Loyalty Program

The **Program** is a free of charge program and offered by Europcar in order to reward its drivers for their loyalty in proportion of their Vehicle rental frequency. Drivers who enroll into the Program will benefit from the Priority Service provided their profile is complete namely all means of payment details provided at time of booking or when subscribing to the online check-in or in their online account.

Privilege Members 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

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

3. Membership conditions and enrollment process

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

- be at least 21 years old (older in some countries, please check the specific general rental terms per country)
- have a valid driving licence
- have a Europcar ID
- choose the “Privilege ID card” option
- fill in the Privilege enrollment form or confirm agreement to enroll at time of first rental in a Europcar location
- accept the Privilege Loyalty Program Specific Terms either when enrolling online or when receiving the email confirming enrolment in a Europcar location

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

In order to enroll 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
- fill in the online Privilege sign-up form or confirm agreement to enrol at time of first rental in a Europcar location
- confirm acceptance of the Privilege Loyalty Program Specific Terms.

The Privilege enrollment form is available in the Loyalty Programs section of the of the direct Europcar websites: website addresses can be obtained on www.europcar.co.nz.

Customers subscribing to the Program cannot be enrolled into another Europcar card loyalty program in any country whatsoever such as subscription programs for discount cards or any other card program

The Program cannot be used in conjunction with any other Europcar subscription program such as Funway, Autoliberté or EuropcarClub. Any subscription to another program will terminate the subscription to this 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.

4. Privilege Cards

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

Each Privilege Member will be provided with a single, individual and non-transferable Privilege card in plastic or virtual format displaying:

- His or her Tier level;
- The expiry date for his or her current card when a Privilege Company Charge card is issued;
- the Company name if the driver is a Corporate / Partner client
- the relevant Corporate contract number
- the Privilege Charge card mention if applicable together with the related business account Upon registration, or following a change of status within the Program, the Privilege Member will receive an e-mail from Europcar registration or new status. In this email, the Privilege Member will be able to add the virtual card to their phone in which case no plastic card will be delivered by post.

In order to benefit from all advantages of the Program, advance booking is mandatory: the Privilege Member must indicate his or her Europcar ID when making a reservation either by logging in before booking or during the online booking process or by quoting his/her Europcar ID when booking over the phone. In some locations, it might be required to present the Privilege card at vehicle pick-up date and time.

5. Priority Service

5.1 The "Priority Service"

Privilege Members will benefit from a faster vehicle pick-up process: the "Priority Service"

Privilege members will benefit from the Priority Service if they have filled in their payment details at time of booking or on their profile or via the online check-in option or if they hold a Privilege charge card and preferred insurance details in his/her profile or if he/she is entitled to a Privilege Charge card.

In these cases, the Priority Service gives access to a Master Rental Agreement whereby all information is pre-printed on the rental agreement on arrival in the Europcar agency, via dedicated lines or counters in the major airports.

5.1.1 Rental Process

All rentals processed through the Priority Service are governed by Europcar General Terms and Conditions per Country and Specific rental Terms per country

To be able to benefit from the Priority Service, the Privilege Member shall make his/her reservation up to 2 (two) hours prior to the vehicle pick-up time and date.

Options that are not available online such as coverage preferences will not allow the Privilege Member to benefit from the Priority Service as he/she will need to buy them directly at the counter.

In some Europcar locations, the Privilege Member will be able to retrieve his/her vehicle keys from a self-service key box system (This enables the Privilege Member to retrieve his/her car keys and rental agreement directly from an automated kiosk via his/her Privilege membership ID thus bypassing the counter and going directly to the car park.

5.1.2 Payment Terms

By signing up the Privilege enrollment form online with the permanent Priority Service via full payment details entry, the Privilege member accepts for his/her Payment card 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

If the Privilege Member sign-ups without the Priority service option, i.e. without entering the means of payment details, the Privilege Member will be offered the online check-in option when applicable or will need to enter the means of payment details each time he/she books a Vehicle.

If the Privilege Member chooses the pay online option, the payment of the rental price will be charged on the Payment ID entered at time of booking and additional charges, if any, will be charged upon return of the Vehicle. When the Privilege Member selects the “pay at pick up” price, the Payment card entered will be automatically charged with all sums related to the rental at time of Vehicle return without the Privilege Member having to show such Payment card at the counter. If several Payment ID are entered on the Profile or Privilege enrollment form, the preferred Payment card will be the first preferred valid bank card or the Privilege Charge card if applicable.

5.2 Privilege benefits:

When enrolling in the Europcar Privilege program, the member opts in to receive transactional emails/sms related to the program benefit and rewards.

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

5.2.1. All Tier levels:

These provisions apply to all Tier levels:

- Business customers continue to benefit from their company contractual rates which cannot be used in conjunction with Privilege promotional rates

- Secured reservation: for all Privilege Tier levels, the reserved vehicle is kept up to station closing time or up to 12:00 (noon) the day following the due pick up time and date for 24/7 stations.

- 24/7 access to Member's Privilege account: when logged in on the My Europcar section online.

- Hotel preferential rates: Up to 15% Discount on best unrestricted rates in Accor hotels

5.2.2. Privilege Club:

Qualification for the Privilege Club Tier level:

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

Privilege Club Members benefit from:

- **A free weekend rental after third rental**:

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

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

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

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

- an email will be sent 2 working days after Vehicle return for the third rental, to the email address provided at enrollment time,

- the email will carry a dedicated URL address to access the free weekend booking website enabling the Privilege Member to book and issue his/her free weekend e-voucher

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

Blackout periods apply during Christmas and New Years in Australia and New Zealand. Free weekend vouchers cannot be redeemed for travel between 19 Dec 2018- 1 Jan 2019.

Vehicles applicable for this offer are CDAR/CDMR Compact Automatic or Manual. Upgrades can be purchased at an additional cost upon check out.

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

A coupon voucher of $15 after the second rental:

The coupon voucher is received after completion of 2nd rental once per calendar year, whatever the change in the Privilege tier level.

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

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

- an email will be sent 2 working days after vehicle return for the second rental, to the email address provided at enrollment time,

- the email will carry a coupon code to benefit from the discount

5.2.3. Privilege Executive:

Qualification for the Privilege Executive Tier level:

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

Privilege Executive Members benefits are as follows:

- Free weekend when moving up to Executive Tier level

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

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

To benefit from the free weekend, the Privilege member profile must contain a valid email address.

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

- an email will be sent 2 working days after Tier level upgrade, to the email address provided at enrolment,

- the email will carry a dedicated URL address to access the Privilege free weekend booking website enabling the Privilege Member to book and issue his/her free weekend e-voucher

Blackout periods apply during Christmas and New Years in Australia and New Zealand. Free weekend vouchers cannot be redeemed for travel between 19 Dec 2018- 1 Jan 2019.

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

- Free weekend after third rental

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

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

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

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

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

- an email will be sent 2 working days after Vehicle return for the third rental, to the email address provided at enrollment time,

- the email will carry a dedicated URL address to access the free weekend booking website enabling the Privilege Member to book and issue his/her free weekend e-voucher

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

Blackout periods apply during Christmas and New Years in Australia and New Zealand. Free weekend vouchers cannot be redeemed for travel between 19 Dec 2018- 1 Jan 2019.

Vehicles applicable for this offer are CDAR/CDMR Compact Automatic or Manual. Upgrades can be purchased at an additional cost upon check out.

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

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

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

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

- an email will be sent 2 working days after Vehicle return for the fifth rental, to the email address provided at enrolment time,

- The email will carry a coupon code to benefit from the discount

***- Single Car Upgrade* upon availability**: a one car category upgrade will be proposed whenever possible.

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

5.2.4. Privilege Elite:

Qualification for the Privilege Elite Tier level:

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

Privilege Elite Members benefits are as follows:

- Free weekend when upgrading to Elite tier level

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

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

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

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

- an email will be sent 2 working days after Tier level upgrade, to the email address provided at enrollment time,

- the email will carry a dedicated URL address to access the Privilege free weekend booking website enabling the Privilege Member to book and issue his/her free weekend e-voucher

Blackout periods apply during Christmas and New Years in Australia and New Zealand. Free weekend vouchers cannot be redeemed for travel between 19 Dec 2018- 1 Jan 2019.

Vehicles applicable for this offer are CDAR/CDMR Compact Automatic or Manual. Upgrades can be purchased at an additional cost upon check out.

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

- Free weekend after third rental

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

The free weekend rental is applicable once per calendar year whatever the chance in tier level and is applicable for 3 days maximum with the Saturday night included.

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

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

- an email will be sent 2 working days after Vehicle return for the third rental, to the email address provided at enrollment time,

- the email will carry a dedicated URL address to access the Privilege free weekend booking website enabling the Privilege Member to book and issue his/her free weekend e-voucher

Blackout periods apply during Christmas and New Years in Australia and New Zealand. Free weekend vouchers cannot be redeemed for travel between 19 Dec 2018- 1 Jan 2019.

Vehicles applicable for this offer are CDAR/CDMR Compact Automatic or Manual. Upgrades can be purchased at an additional cost upon check out.

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

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

- A coupon voucher of $45 after the fifth rental: the coupon voucher is received after completion of fifth rental once per calendar year whatever the chance in tier level and is applicable for 3 days maximum with the Saturday night included..

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

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

- an email will be sent 2 working days after vehicle return for the fifth rental, to the email address provided at enrolment time,

- the email will carry a coupon code to benefit from the discount

***- Double car Upgrade* upon availability**: car category upgrade for two categories above will be proposed whenever possible. This upgrade is not eligible for Privilege free rewards, for rentals longer than 14 days and for vans and trucks.

- ***Free Additional driver***: Privilege Elite Members can benefit from one additional driver at no extra charge.

5.2.4. Privilege Elite VIP:

Qualification for the Privilege Elite VIP Tier level:

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

Privilege Elite VIP Members benefits are as follows:

- Free weekend when moving up to Elite VIP Tier level

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

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

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

- an email will be sent 2 working days after Tier level upgrade, to the email address provided at enrollment time,

- the email will carry a dedicated URL address to access the Privilege free weekend booking website enabling the Privilege Member to book and issue his/her free weekend e-voucher

Blackout periods apply during Christmas and New Years in Australia and New Zealand. Free weekend vouchers cannot be redeemed for travel between 19 Dec 2018- 1 Jan 2019.

Vehicles applicable for this offer are CDAR/CDMR Compact Automatic or Manual. Upgrades can be purchased at an additional cost upon check out.

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

- Free week-end after third rental

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

The free weekend rental is applicable once per calendar year whatever the chance in tier level and is applicable for 3 days maximum with the Saturday night included.

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

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

- an email will be sent 2 working days after Vehicle return for the third rental, to the email address provided at enrollment time,

- the email will carry a dedicated URL address to access the Privilege free weekend booking website enabling the Privilege Member to book and issue his/her free weekend e-voucher

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

Blackout periods apply during Christmas and New Years in Australia and New Zealand. Free weekend vouchers cannot be redeemed for travel between 19 Dec 2018- 1 Jan 2019.

Vehicles applicable for this offer are CDAR/CDMR Compact Automatic or Manual. Upgrades can be purchased at an additional cost upon check out.

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

***A coupon voucher of $45 after the fourth rental*:** the coupon voucher is received after completion of fourth once per calendar year whatever the chance in tier level and is applicable for 3 days maximum with the Saturday night included.

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

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

- an email will be sent 2 working days after Vehicle return for the fourth rental, to the email address provided at enrollment time,

- the email will carry a coupon code to benefit from the discount

- *Double Upgrade* upon availability: car category upgrade for two categories above will be proposed whenever possible. This upgrade is not eligible for Privilege free rewards, for rentals longer than 14 days and for vans & trucks.

- *Free Additional driver*: Privilege Elite VIP Members can benefit from one additional driver at no extra charge.

- Free membership to Priority Pass: Privilege Elite VIP Members renting on public rates can benefit from free annual membership for the Priority Pass service giving access to more than 700 airport lounges worldwide, plus the first lounge access for free.

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

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

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

6. Privilege credits

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

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

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

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

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

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

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

6.1. Privilege Status / Tier level upgrade

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

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

6.2. Privilege Status / Tier level downgrade

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

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

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

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

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

6.3. Privilege Status / Tier level renewal:

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

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

8.1. Privilege member liability

By enrolling into the Program, the Privilege Member acknowledges that he has read and understood the present Privilege Loyalty Program specific Terms and Conditions. The Privilege Member warrants that the information provided on the Privilege enrollment 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 enrollment form including without limitation any change in his/her billing address, driving license 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.

8.2. Europcar Liability

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

9. Termination

9.1. Termination by the Privilege Member

At any time, the Privilege Member may cancel his/her enrollment through contact us loyalty section. This will imply the complete withdrawal from the Program, thus permanently ending the benefits related to the Program.

9.2. 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 enrollment to the Program without prior notice.

Europcar may terminate the enrollment 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.

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

10. Claims and Notifications

10.1. 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 return date).

To do so, Privilege Members should log in to the Europcar website and must complete all mandatory fields of the Privilege online query form in the Query section of My Europcar (https://www.europcar.com/loyalty-programs), 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.

10.2. Miscellaneous

The Privilege Member may submit any other query regarding the Program through the contact us loyalty section, with the following object "Europcar Privilege Loyalty program".

11. Collected Personal Data

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

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

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

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

13. 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 equipment, failures or delays of sources from which data is obtained and transportation difficulties.

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