

# TERMS AND CONDITIONS

United States and Canada

**1. INTRODUCTION:** These terms and conditions govern the Avis Preferred Loyalty Program (the "The Program") operated by Avis Rent A Car System, LLC, its affiliates (collectively, "Avis") on behalf of Avis and its partners. By becoming a member of the Avis Preferred Program (an "Avis Preferred Member"), each Avis Preferred Member agrees that he/she has:

- a. read, understood and accepted the Program Terms and Conditions; and
- b. provided consent for Avis Rent A Car System, LLC, and their authorized third-party agents to process data that is personal to him/her, and to disclose such data to third parties, in accordance with Avis's Privacy Policy; and
- c. consented to the use of the email supplied at time of enrollment as the method of communication to the Preferred member about their account information including but not limited to program changes, modifications and balances.

The Program and all of these Terms and Conditions supersede all previous Avis programs and all prior terms and conditions of any other previous reward or incentive programs provided by Avis. Avis Preferred Program Terms and Conditions can be referenced at [avis.com/terms](http://avis.com/terms).

Avis may and reserves the sole right at any time to amend, modify or supplement The Program Terms and Conditions. Continued participation in The Program will constitute an Avis Preferred Member's acceptance of any such amendment, modification, or supplementation. Avis Preferred Members are responsible for remaining knowledgeable of The Program Terms and any changes, modifications, or additions to The Program.

## 2. The Avis Preferred Program Overview

Annual Membership Confirmation	Avis Preferred	Avis Preferred Plus	
Rentals	Offered to all enrolled members	12-24	25+
<OR> Spend (U.S. Dollar)		\$5,000-\$6,999	\$7,000+

Reference section 3c for details of qualifying rentals and annual spend.

Reference section 3d for details on annual service level tier evaluation.

**a.** The Program shall consist of the following service levels and rewards for which members will be eligible upon enrollment into The Program. Enrollment shall be deemed as having filed a master Avis Preferred enrollment profile which designates member as a resident address of the United States, Puerto Rico, U.S. Virgin Islands or Canada, otherwise defined as North America.

**b.** Service Levels: The following service levels shall constitute The Program:

### i. Avis Preferred

- Complimentary enrollment
- Counter by-pass
- Ability to opt into Avis Preferred Points and earn rewards on qualifying rentals and other activities

### ii. Avis Preferred Plus

- Avis Preferred benefits plus:
- One-car-class upgrade (when available)\*

- Dedicated reservation number
- Access to exclusive offers and discounts
- Ability to opt into Avis Preferred Points and earn rewards on qualifying rentals and other activities

\*Avis Signature Series Fleet not included.

**3. Eligibility:** To be eligible to enter The Program, all participants must meet the following eligibility criteria: (a) be a natural person age 25 or over; and (b) resides in either the United States, Puerto Rico, U.S. Virgin Islands or Canada; and (c) has not previously been terminated from any Avis Program or otherwise been denied rental opportunities for any reason and (d) submits an Avis Preferred enrollment profile to Avis which is subject to Avis approval.

**a)** Additional requirements may be applicable to certain program service levels and rewards:

- i. Avis Preferred
- ii. Avis Preferred Plus
- iii. Avis Preferred Points

**b)** Individual Memberships:

- i. Enrollment: Only an individual (rather than an entity) may apply to enroll in the Avis Preferred Program by fully and accurately completing an application on the Avis website ([www.avis.com](http://www.avis.com)), or through another enrollment channel.
- ii. Eligibility Approval: Once eligibility for membership in The Program is approved by Avis, the applicant will be deemed enrolled and eligible for participation in The Program. Avis may deny membership in The Program (Avis Preferred or Avis Preferred Points) to any applicant in its sole discretion and without written notice.
- iii. Corporate Membership: Corporations, associations and groups are not eligible to enroll in The Program (Avis Preferred or Avis Preferred Points).

**c) Member Earning:** A member will only earn credit toward service levels or benefits when renting from any participating Avis worldwide locations and only upon the vehicle return and complete payment of any and all qualifying rental charges associated with such rental. In the event of a breach of the rental agreement, of these terms and conditions or in the event of disputes in charges relating to the rental, no credit toward service levels or rewards will be earned until such dispute is resolved to the satisfaction of Avis. Disputed qualifying rental charges may include but not be limited to the time-and-mileage charges, charges for any applicable optional products or services, and damage to the vehicle for which the renter is responsible under the terms of the rental agreement.

Qualifying Rentals: A qualifying rental for service level memberships and benefits is defined as a completed, paid rental at participating Avis worldwide locations that is checked out and checked in within the same calendar year ("Rental"). Credit will not be earned on rentals that are unpaid or "free" of time-and-mileage charges, rentals checked out at non-participating Avis locations, nor on opaque rentals (i.e. Hotwire, Priceline etc.) where rental selection is based on price, not supplier, nor on rentals with the following discount rates, rate codes, rate categories or profile types: Replacement rentals, some government rates, Corporate accounts that do not allow employees to participate in loyalty and rewards programs; Avis central billing profiles that can be used by more than one person (i.e. authorized rep card, global electronic billing account); ACTO (Avis Company Travel Orders) voucher or for instances in which a third-party award was redeemed for the rental; and employee and friends-and-family rates for Avis or any affiliated company or licensee, travel industry, tour, and wholesale. Other exclusions may apply.

**Other exclusions may also apply at the sole discretion of Avis.**

**d)** Annual Service Level Tier Evaluation:

- i. Tier membership is evaluated each year for renewal or downgrade from current tier.
- ii. Annual tier evaluation takes place in January and uses the previous year's USD currency spend (time-and-mileage plus eligible optional product and services charges) and previous year's rental counter to determine renewal or downgrade of tier.
- iii. Members who have not met the rental or spend qualifications will be downgraded one tier below their current tier. For example, an Avis Preferred Plus member would be downgraded to Avis Preferred.
- iv. Avis Preferred Plus members who are earning points at the highest redemption level who have not met the rental or spend qualification will remain in the Avis Preferred Plus tier but will be downgraded to the lower point earning level of Avis Preferred Plus.
- v. Invitation only members (Avis President's Club and Avis Chairman's Club) will be evaluated based on individual term agreements.

#### **4. AVIS PREFERRED POINTS:**

Avis Preferred Points is available to members of the Avis Preferred Program. A member must opt-in to earn points on qualifying rentals and optional products and services. By providing a deliverable email address Avis can communicate member account balances and other applicable information regarding the Avis Preferred Points. Members shall therefore be deemed by their conduct to have affirmatively opted in to Avis Preferred Points.

Avis Preferred Points are only earned upon the completion of a qualifying rental transaction which is paid in full or the completion of other specific non-rental activities as specified by Avis. Avis reserves the right in its sole discretion to make reasonable adjustments.

Avis Preferred Points will be awarded to the customer as quickly as commercially reasonable of their rental check-in, conclusion of non-rental activity and/or per stated promotional period.

If a member maintains two or more Wizard Numbers and opts in to Avis Preferred Points on at least one eligible profile, all eligible profiles will be automatically opted in to earning Avis Preferred Points. All rental activity across the active profiles will be eligible to earn points and will be aggregated into a single point balance that can viewed or redeemed from any profile that has Avis Preferred status or above.

Avis Preferred Points will be earned on every dollar spent on qualifying base rentals and optional products and services (base rental charges are otherwise referred to as the time-and-mileage charge associated with the rental, prior to inclusion of any optional products, surcharges, fees and taxes). Points will NOT be awarded for payments toward taxes, fees and surcharges on the rental. Taxes, fees and surcharges which are applicable to such optional products and services will NOT be used toward the calculation of points.

Avis Preferred Points will not be earned on rentals that earn mileage, credits or points for a frequent traveler program (such as, but not limited to, an airline frequent flyer or hotel points program). See section 3C for qualifying rental information.

Members can earn points on rental transactions for which they are the authorized driver. Members may not earn points for rental transactions by anyone other than themselves. Members can earn points on a maximum of two concurrent rental transactions.

Avis Preferred Point Earnings	Avis Preferred	Avis Preferred Plus	
	Available to any member opted into points	Available at 12-24 rentals or \$5,000-\$6,999 spend	Available at 25+ rentals or \$7,000+ spend
Time & Mileage (Rental Spend)	\$1 = 1 point	\$1 = 1.25 points	\$1 = 1.50 points
Optional Product Spend (e.g. GPS, Satellite Radio)	\$1 = 2 points	\$1 = 2.50 points	\$1 = 3 points

**a. Expiration of Avis Preferred Points:** Points are valid for sixty (60) months from when they were earned. In the event that the Avis Preferred member fails to exercise any redemption of earned points within such sixty (60) month period, the points are deemed forfeited and surrendered back to Avis and shall have no value to the Avis Preferred Member and will be removed from any of the Member's accounts. Points earned by residents of the province of Ontario, Canada do not expire. However these points may be canceled due to inactivity.

**Cancellation for Inactivity:** Avis Preferred Points earned or otherwise obtained by an Avis Preferred Member will be forfeited without notice if the Avis Preferred member becomes Inactive. An Avis Preferred Member is considered "Inactive" if during a 12-month period: (a) the Avis Preferred Member has not completed an eligible rental at a participating Avis location; (b) the Avis Preferred Member has not earned or redeemed any Avis Preferred Points, or (c) the Avis Preferred Member's account has been cancelled.

**b. Adjustments:** Avis, in its sole discretion, may correct the amount of any member's Avis Preferred Points.

**c. Member Redemptions:** Redeeming Avis Preferred Points for rentals at participating Avis locations in the United States, Puerto Rico, U.S. Virgin Islands and Canada is subject to availability of the requested item for redemption at the time of reservation. Advance reservations are required. A list of Non-Participating Avis Locations is available on [www.avis.com/terms](http://www.avis.com/terms) under "Non-Participating Locations".

- i. Avis Preferred Points may be redeemed to obtain designated rewards including, without limitation, rentals at Participating Avis Locations in the United States, Puerto Rico, U.S. Virgin Islands and Canada.
- ii. Avis Preferred Points may be redeemed for rentals or select ancillary products and or services only in the United States, Puerto Rico, U.S. Virgin Islands and Canada. The redemption may be used for, but not limited to, the following:
  - Free rental day exclusive of insurance products, taxes, fees and surcharges
  - Car-class upgrades
  - Optional Products including, but not limited to, car seats, booster seats, infant seats, GPS devices, Extended Roadside Assistance, satellite radio and ski racks. All insurances or optional protections are excluded from redemption (ALI, PAI, and PEP). Avis reserves the right, in its sole discretion, to modify or change these offerings at any time and the terms and conditions posted. The terms and conditions posted at the time of rental shall govern.
  - Fees related to any electronic toll-related products are excluded from earning towards Service Level spend or Avis Preferred Points.
- iii. Any rentals or extensions beyond a 28 day period are not eligible to redeem points.

In the event that optional products are damaged, lost or stolen, the cost to replace the items will be the responsibility of the renter. In no case shall a renter be able to use points earned as an offset to the replacement cost.

Avis Preferred Points can be earned at any Participating Avis Location in the world, but may only be redeemed at Participating Locations in the United States Puerto Rico, U.S. Virgin Islands and Canada.

**d. Effect of Canceled or Modified Reservation:** Modifications to a redemption reservation will be allowed to the extent they do not change the number of Avis Preferred Points required for reward redemption (i.e. email address, flight number, credit card). Any other changes to a redemption reservation will require, an Avis Preferred member to first cancel the Reservation prior to the check-out date and re-book the Reservation, as they may result in a change in the number of Avis Preferred Points required and may also have associated fees. If an Avis Preferred member fails to cancel a reservation prior to the reservation check-out date, the Avis Preferred Points used for the reservation will be forfeited. If a Participating Avis Location exits the Avis Program for any reason after an Avis Preferred member makes a reservation using points, but before the Avis Preferred member's rental, Avis will use reasonable efforts to have such former Participating Avis Location honor the reservation or assist in arranging an equivalent rental nearby; however, Avis cannot guarantee that any Avis Rewards or upgrades will be honored.

**e. No Sale or Transfer:** Avis Preferred Points may not be exchanged or redeemed by an Avis Preferred Member for cash value or credit. Avis Preferred Points believed to have been bartered, sold, exchanged, or issued to someone other than the eligible Avis Preferred Member will be deemed void and will not be honored. Transferring Avis Benefits

**f. Avis Preferred Points and other Avis Preferred Member benefits may not be sold, bartered or transferred (other than by Avis or its agents).** Any attempted transfer, sale or barter will be deemed void. Avis and its partners may refuse to honor or recognize any Avis Preferred Points or Avis Preferred Member benefits which Avis believes may have been transferred, sold or bartered.

**g. Death:** In the event of a Member's death, Avis may, in its sole discretion, allow unredeemed Avis Preferred Points to be transferred to a family member or friend who is an active Avis Preferred Member upon Avis's receipt and review of all requested documentation and communications.

**h. Divorce:** In the event of an adjudicated divorce settlement, Avis may, in its sole discretion, allow unredeemed Avis Preferred Points to be transferred from one Avis Preferred Member's account to another Avis Preferred Member's account upon Avis's receipt and review of all requested documentation and communications including, without limitation, legal documents directing such a transfer of Preferred Points. Membership status and the related benefits will not transfer to the recipient of the Avis Preferred Points.

## 5. CANCELLATION OF MEMBERSHIP

**a. Monitoring Avis Preferred Member Accounts:** Avis reserves the right to monitor the accounts of all Avis Preferred Members, at any time and without notice, for compliance with The Program Terms. Avis may also review an Avis Preferred Member's Avis Preferred Points balance and transaction history including, without limitation, requests for rewards and other benefits.

**b. Cancelling by Avis Preferred Member:** An Avis Preferred Member may cancel his/her membership in The Program at any time. To cancel Avis Preferred service benefits, email the Avis Shared Service Center at [profile.update@avisbudget.com](mailto:profile.update@avisbudget.com). By cancelling their membership, the customer is also opting out of Avis Preferred Points. All member service level benefits and unredeemed Avis Preferred Points will be forfeited immediately and may not be reinstated or transferred. Moving to an otherwise ineligible country of residence shall be deemed as cancellation by the member. An Avis Preferred Member can opt out of Avis Preferred Points at any time by visiting [avis.com](http://avis.com). All unredeemed Avis Preferred Points will be forfeited immediately and may not be reinstated.

**c. Cancelling by Avis:** Avis may cancel or suspend an Avis Preferred Member's Program benefits including, but not limited to, service level status and accumulated Avis Preferred Points at any time with immediate effect and without written notice, for any reason and in Avis's sole discretion including, without limitation, if Avis believes the Avis Preferred Member has:

- i.** acted in a manner inconsistent with applicable laws, regulations, ordinances; or
- ii.** failed to pay any rental bill when due, including damages sustained to the Avis car, to Avis or a Participating Avis Location or failed to fulfill any other financial obligation; or
- iii.** acted in an inappropriate, fraudulent, abusive or hostile manner which shall be determined in the sole discretion of Avis; or
- iv.** breached or violated any of The Program Terms or the Website Terms of Use; or
- v.** engaged in any misconduct or wrongdoing in connection with The Program including, without limitation, with respect to Avis Preferred Points, Avis Reward usage, Avis Promotion Reward usage, or Avis Preferred Member benefits.

**d.** Bankruptcy: Subject to applicable law, membership in The Program will terminate automatically upon an Avis Preferred Member filing for bankruptcy or otherwise being subject to a bankruptcy proceeding.

**e.** Effect of Avis Preferred Membership Cancellation: The Program related benefits and services are the sole property of Avis, and are not the property of Avis Preferred Members. On termination of membership in The Program for any reason, all unredeemed Avis Preferred Points will be forfeited and an Avis Preferred Member will no longer be able to participate in The Program. Avis Preferred Points have no cash value and Avis will not compensate or pay cash for any forfeited or unused Avis Preferred Points.

If Avis cancels an Avis Preferred Member's account for any reason, the Avis Preferred Member may not reapply for membership in The Program and any account opened in the Avis Preferred Member's name and Avis Preferred Points earned in that account will be forfeited upon discovery.

If an Avis Preferred Member cancels his/her account, or if an Avis Preferred Member account becomes Inactive, the Avis Preferred Member may reapply for membership in The Program at a later date, but no Avis Preferred Points previously expired will be reinstated to the Avis Preferred Member account.

### **6. Modification and or Termination of Program:**

**a.** Modification of The Program: Avis may change The Program and The Program Terms at any time, for any reason and without notice. Avis may make changes that affect, without limitation, processes, benefits, service levels, rules for earning and redeeming Avis Preferred Points, Avis Preferred Point redemption levels, and rules for the use of points and availability. Notwithstanding the foregoing, Avis will provide notice if changes to The Program or The Program Terms materially decrease the number of Avis Preferred Points an Avis Preferred Member will earn for Eligible Rentals and Eligible Charges at Participating Avis Locations or if changes materially increase the number of Avis Preferred Points an Avis Preferred Member needs to redeem Avis for rentals at Avis Participating Locations.

**b.** Termination of The Program: Avis may terminate The Program with advance notice to all active Avis Preferred Members. At Avis's sole discretion, Avis may choose to substitute a similar loyalty program for The Program at any time immediately upon notice to active Avis Preferred Members. An Avis Preferred Member may not accumulate Avis Preferred Points or claim rewards or The Program benefits after the termination of The Program. If The Program is terminated, all unredeemed Avis Preferred Points will be forfeited without any obligation or liability, and no reward claims will be honored after the conclusion of the notice period. Avis may terminate The Program in whole or in part, in any jurisdictions, unless otherwise required by law.

**c.** Benefits Subject to Availability: All program benefits, offers, rewards and services are subject to availability and may be changed at any time without notice.

### **7. Membership Communications:**

All Avis Program communications will be sent to the Avis Preferred Member's email address currently provided in the Avis Preferred Member's account. Communications delivered to the address on file will be deemed to have been received upon opening of email and/or one business day after sending it if delivered to the Avis Preferred Member's email address or non-receipt of returned postal mail. Avis Preferred Members must keep email address current.

Avis Preferred Members can receive regular Avis Preferred Points balance information by email or may view balance in their profile on [avis.com](http://avis.com).

Avis may also send Avis Preferred Members promotions, offers and other communications from time to time, which may include, without limitation, items from third parties. The items from third parties are based on the information provided to Avis by the Avis Preferred Member and any additional data Avis may maintain. Avis Preferred Members may change personal details and communications preferences at any time through The Program website ([www.avis.com](http://www.avis.com)); however, Avis may require an Avis Preferred Member to send supporting documentation prior to allowing certain changes (e.g., legal name changes).

At any time an Avis Preferred Member contacts the Customer Service Center, Avis may ask the Avis Preferred Member certain security-related questions to verify the Avis Preferred Member's identity. The Customer Service Center may monitor or record telephone calls to improve quality of service.

Any program changes, modifications, alterations will be posted online at [www.avis.com/terms](http://www.avis.com/terms) and the terms posted on this website on the date of the rental transaction for earning or redemption purposes shall constitute the terms and conditions governing the transaction and shall supersede all other prior terms and conditions.

### **8. TAXES:**

Avis Preferred Points and other Avis Preferred Member benefits may be subject to income or other taxes. The Avis Preferred Member is responsible for paying all such taxes and for making all applicable disclosures to third parties including, without limitation, the party who paid for the transaction from which the Avis Preferred Member earned Avis Preferred Points. Avis will not be liable for any tax liability, duty or other charges in connection with the issuance of Avis Preferred Points, Avis Rewards, Avis Promotion Rewards and other Avis Preferred Member benefits.

### **9. Representations and Warranties:**

Avis makes no warranties or representations, either expressed or implied, with respect to type, quality or fitness of goods or services provided through The Program or by participating Avis locations.

### **10. Errors and Omissions:**

Avis is not responsible for: (a) any loss or misdirection of, or delay in receiving, any Avis Preferred Member application, correspondence, redemption requests, rewards or Avis Preferred Member benefits; (b) theft or unauthorized redemption of Avis Preferred Points; (c) any acts or omissions of third parties (including, without limitation, Participating Avis Locations); or (d) any errors published in relation to The Program, including, without limitation, any pricing or typographical errors, errors of description, errors regarding Participating Avis Locations and Avis Program affiliates, and errors in the crediting or debiting of Avis Preferred Points from Avis Preferred Member accounts. Avis reserves the right to correct, without notice, any errors.

### **11. Interpretation of The Program Terms:**

All interpretations of The Program Terms and the rules of The Program membership will be at Avis's sole discretion, and Avis's decisions will be final. In the event of any discrepancy between the English version and any translated version of The Program Terms, the English language version will prevail.

### **12. Waiver:**



Avis' waiver of any breach of The Program Terms by any Avis Preferred Member will not constitute a waiver of any other prior or subsequent breach of The Program Terms. Avis's failure to insist upon strict compliance with The Program Terms by any Avis Preferred Member will not be deemed a waiver of any rights or remedies that Avis may have against that or any other Avis Preferred Member. Avis may waive compliance with The Program Terms in its sole discretion and may run promotions from time to time that provide enhanced benefits to select Avis Preferred Members.

### **13. Limitation of Liability:**

IN NO EVENT WILL AVIS OR ANY PARTICIPATING AVIS LOCATION BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER BASED IN CONTRACT, TORT OR OTHERWISE, WHICH ARISE OUT OF OR ARE IN ANY WAY CONNECTED WITH THE AVIS PROGRAM OR THE PROGRAM TERMS.

### **14. Choice of Law and Venue:**

Any disputes arising out of or related to The Program or The Program Terms will be handled individually without any class action, and will be governed by, construed and enforced in accordance with the laws of the State of New Jersey, United States, without regard to its conflicts of law rules. The exclusive jurisdiction for any claim or action arising out of or relating to The Program Terms or The Program may be filed only in the state or federal courts located in the State of New Jersey, United States.

### **15. Subject to Law:**

Membership in The Program and the earning and redeeming of Avis Preferred Points are subject to all applicable local laws and regulations. Membership in The Program, Avis Preferred Member benefits and Avis Preferred Points are offered in good faith; however, they may not be available if prohibited or restricted by applicable law or regulation in the United States or in the Avis Preferred Member's country of residence. If any part of The Program Terms is held to be unlawful or unenforceable, that part will be deemed deleted from The Program Terms in such jurisdiction and the remaining provisions will remain in force.

### **16. Entire Agreement:**

The Program Terms, together with those incorporated herein or referred to herein, constitute the entire agreement between Avis and Avis Preferred Members relating to the subject matter hereof, and supersedes any prior understandings or agreements (whether oral or written) regarding the subject matter, and may not be amended or modified except in writing or by making such amendments or modifications available on The Program website ([www.avis.com](http://www.avis.com)).