

# General Terms and Conditions

## Europcar Privilege® Loyalty Program

08 March 2023

The Privilege Loyalty Program (hereinafter referred to as "the Program") aims to reward customers who regularly use Europcar's vehicle rental services. This free Program allows you to benefit from price reductions and various benefits.

This Program is proposed and managed by Europcar International S.A.S.U., with its headquarters at 13 Ter, Boulevard Berthier 75017 Paris, France, entered in the Paris Trade and Companies Register (RCS PARIS) as No. 542 065 30.

These General Terms and Conditions supplement the Europcar General Conditions (General Conditions of Hire and Insurance and Waiver Terms and Conditions) governing each of the rentals made by one of the members.

The Program applies only to the Europcar brand and to rentals booked directly with Europcar.

Specific additional conditions apply for business customers renting for and on behalf of their company (see Part II).

### **1. Who can register for the Privilege Program? How is this registration conducted?**

To qualify for the Privilege Loyalty Program, you are required to register.

Registration for the Program is done exclusively on the Internet. It is free of charge, and involves completing a registration form and accepting the Terms and Conditions governing the Privilege Program. The Privilege Program registration form is available in the "Loyalty Program" section of the Europcar websites and via the Europcar mobile application. The addresses of the websites can be obtained on [www.europcar.com](http://www.europcar.com).

Registration for this Program is open to any customer:

- of the appropriate age for renting a vehicle (this age varies by country, please refer to the specific conditions for each country)
- holding a valid driver's license.

Registration for this Program involves the creation of a Member's Account and involves the entry of personal data (first name, surname, email address and postal address, telephone number, date and place of birth, and driver's license details).

The customer ID assigned or updated when the Member Account was created/updated, also named "Driver ID" or "Europcar ID", will become your Privilege member number.

Once you have registered for the Program, you will receive a welcome email on the email address provided at the time of your registration, confirming your status as a new Member of the Privilege Program (hereinafter the Member). You will also receive a link to download a Privilege virtual card in your mobile phone's Wallet (the Apple iOS smartphone or the GooglePay app on Android).

## 2. How does registration for the Privilege Program work?

Privilege Members are assigned a Virtual Privilege Card (hereafter the Privilege Card), which they can download onto their mobile phone. This card is unique, personal and non-transferable. It allows them to prove their membership of the Privilege Program, and to monitor their activity in order to reach the different tier levels. This card is also the charge card support if the member benefits from this functionality through his or her business.

The Privilege Card includes the following data:

- Privilege tier or status level (Club/Executive/Elite/Elite VIP)
- First name and last name
- Company name if applicable
- Member ID ("Driver ID" or "Europcar ID" number)
- Expiry date of current Privilege tier status (from Executive tier upwards)
- The website address and telephone number of the call center (via the "more info" link on the virtual card)

At any time, Members can find all the information relating to their Privilege account on their virtual Privilege card, but also in their personal space on the Europcar website, on the Europcar application and in any Privilege email sent to the email address linked to the Driver profile.

A Privilege account status email is sent monthly to the email address linked to the Driver profile.

## 3. How does the Privilege Program work?

### 3.1. Presentation of the Tiers levels

The Privilege Program has **4 different tiers/statuses** allowing access to different types of benefits.

Each tier is valid for two (2) years from the date of registration and subsequently from the date of access to each new tier:

The tiers depend on the eligible rental day volume, as well as on the number of eligible rentals that you have made with Europcar by logging in with your Member Number when booking online or on the mobile application, or by indicating your Member ID if you book by phone. These rentals entitle you to Privilege status:

**Privilege Club:** From 0 to 9 rentals, or up to 39 rental days within 24 months of the date of registration or the date of entry into this tier;

**Privilege Executive:** From the 10 to the 24 rentals, or 40 to 84 rental days in this tier during the 24 months following the date of entry into the tier;

**Privilege Elite:** From the 25 to the 40 rentals, or 85 to 129 rental days in this tier during the 24 months following the date of entry into this tier;

**Privilege Elite VIP:** More than 40 rentals, or more than 130 rental days in this tier within 24 months of the date of entry into this tier.

### 3.2. How do the Tiers work

Each Tier will be awarded for a maximum period of two (2) years, during which Members' activity in respect of their vehicle rentals with Europcar will be recorded:

- *If Members have sufficient activity to allow them to enter a higher Privilege Tier level:* they will then change to a new tier, while retaining their Privilege Credits. They are informed via an email sent to the email address linked to the Driver profile and their virtual card will be updated.  
This opens a new 24-month period in which they can benefit from their new status.
- *If Members do not have sufficient activity to allow them to reach a higher Privilege Tier:* They have their tier level renewed at the same level for 24 months but lose the Privilege Credits that they have accumulated, and their Privilege counters are reset to zero.  
  
If, at the end of this new 24-month period, they have not had sufficient activity to enter the higher tier level or to maintain their tier level, Members will be placed in the lower tier level and will lose their Privilege Credits. Members will be notified of their new Status by an email sent to the email address linked to the Driver profile and their card will be updated.
- *If a Member has been placed in the entry-level Club status and does not complete the required rentals to reach the next tier level,* they will keep the Club status level and will continue to receive the benefits of this level in perpetuity.

### 3.3. Rentals eligible for Privilege Credits

Rentals made before registration will not be taken into account.

For each eligible rental, Members accumulate Privilege Credits both for the rental itself and according to the number of rental days. (For example, an eligible three-day rental is counted for both an eligible rental and three eligible days.)

Each rental will only allow for the recording of a maximum package of 21 days (a rental of 22 consecutive days or more will thus allow for the recording of 21 days of Privilege Credits).

However, for pre-set promotional periods, some specific rewards will be available for long term rentals beyond 21 days: members will be notified of such long term rewards via an email sent to the email address linked to the Driver profile.

It should be noted that a rental can only be recorded within the Privilege Program if it has been booked directly with Europcar and paid in full, and if it has been made by the Member concerned or if the invoice contains at least the Member's name or Driver ID.

Privilege Credits can be viewed online in the 'My Account' section of the Europcar website, one week after an eligible rental has been invoiced in Australia, Austria, Belgium, France, Germany, Italy, New Zealand, Norway, Portugal, Spain, Switzerland or the United Kingdom, and six weeks after invoicing if the rental took place in another country of the Europcar network.

Privilege Credits are not a means of payment and cannot be converted into cash.

No Privilege Credits will be earned on the following rentals:

- rentals reserved with a third party, broker, travel agency, or carried out as part of a vehicle replacement service and/or at specific rates
- rentals with specific rates for automobile clubs
- rentals made as part of a chauffeur-driven car service
- rentals that have been canceled

- rentals that were not canceled but were not honored (no-show)
- free rentals
- overlapping rentals under one single Member's name are not eligible for Privilege credits : in case of overlapping rentals, only the first start date will be taken into account.free rentals

However, the Member can benefit from all other benefits related to the Program on these rentals (see next paragraph)

#### 4. What are the benefits of being a Privilege Member?

The benefits granted to a Privilege Member are of different kinds, and vary according to tier level:

- **Benefits common to all Privilege Members, regardless of their tier level:**
  - **Faster vehicle pick-up:** thanks to their membership, Privilege Members who make an online reservation directly with Europcar will be entitled to priority status upon arrival at the rental agency. They will be able to access the Priority line to pick up their vehicle.

At some Europcar locations, the rental contract may be prepared in advance using the information contained in the customer's profile, which saves time at the counter. The automatic check-in service is available on the condition that Members have completed their profile and kept it up to date (in terms of driver's license and payment card data). In order to qualify for the Service, Privilege Members must make their reservation at least 2 hours before the date and time of the vehicle pick-up.

If the Member's online profile does not include payment details, the online check-in must be carried out online by the Privilege Member at their convenience during or after the reservation.

- **Payment:** By accepting the Privilege Program terms and conditions and entering all their payment details in the enrollment form, Privilege Members agree that all amounts due for vehicle rental will be charged to their payment card, without having to sign the rental contract at the counter, unless the local law of the country where the rental is taking place prohibits this procedure.  
If Privilege Members register without entering the details of their payment method and their insurance preferences, they will have the option of entering the details of their payment method when doing their online check in during or after each reservation.
- **Picking up keys:** At some Europcar locations, Privilege Members may be asked to collect their vehicle keys from a self-service key box system or via parking booths at major airports. This feature will enable them to collect their car keys and their rental contract using their Privilege ID, thus bypassing the agency counter and going directly to the parking area.
- **Secured booking:** The vehicle you have rented will be waiting for you until the agency closes, even if you are late, or until 12:00 (noon) on the day following the agreed pick-up date, in the case of 24-hour agencies.
- In each calendar year, Members are offered **one free rental weekend after the third rental** made within the same tier level.

Once Privilege Members have made three (3) eligible rentals within the same tier level, they will be offered a free weekend rental of a Compact category vehicle (with a maximum duration of three days, including a Saturday).

It will be awarded to Members no later than five (5) business days after the Member's third eligible rental has been recorded on their Privilege account.

Privilege Members will be informed via an email sent to the email address linked to the Driver profile.

This email will include a specific link to the "Free Weekend" reservation website, which will allow Privilege Members to make their reservation by accepting the Specific Terms and Conditions and thus enjoy their free rental weekend. Depending on the destinations chosen, some weekends will not be open to this "free weekend" rental offer. The list of weekends excluded from the offer by destination is attached to the Specific Conditions "Free Weekend".

This offer is valid only once in each calendar year, irrespective of any status changes. No change, cancellation or refund is allowed for any "Free Weekend" reservation, and the reservation is non-transferable.

*To read the Specific "Free Weekend" Terms and Conditions, click [here](#)*

- **A free rental weekend** is also granted when the member reaches a **higher tier level**: the Free Weekend is valid for a maximum of 3 days, including a Saturday, only for a vehicle in the Compact category (not valid for rental renewals or changes to a lower tier level)

This offer will be awarded to the Member no later than five (5) business days after the Member actually changes to the higher tier level.

Privilege Members will be informed via an email sent to the email address linked to the Driver profile.

This email will include a specific link to the "Free Weekend" reservation website, which will allow Privilege Members to make their reservation by accepting the Specific Terms and Conditions and thus enjoy their free rental weekend. Depending on the destinations chosen, some weekends will not be open to this "free weekend" rental offer. The list of weekends excluded from the offer by destination is attached to the Specific Conditions "Free Weekend".

This offer is valid only once in each calendar year, irrespective of any status changes. No change, cancellation or refund is allowed for any "Free Weekend" reservation, and the reservation is non-transferable.

*To read the Specific "Free Weekend" Terms and Conditions, click [here](#)*

- **Dedicated rate offers**

Privilege Members can benefit from dedicated rate offers provided they identify themselves with their Member ID (Driver ID / Europcar ID) when making their reservation or by showing their Privilege Card to an agent.

Details and conditions of these offers are available on the Privilege Program information page of the Europcar websites.

In addition, Privilege Members will regularly receive promotional offers by email sent to the email address they have entered, provided they have previously agreed to receive such offers from Europcar. Privilege Members can unsubscribe from these promotional offers at any time via the link provided in each Privilege promotional email.

- **Value-off coupons**

Value-off coupons are granted to Privilege Members who have made several rentals (see conditions below in the "Specific Benefits" section). These coupons are

applicable to future rentals.

They will be sent to Members via an email to the email address linked to the Driver profile, and are subject to a period of validity.

This offer is valid only once in each calendar year, irrespective of any status changes.

In each calendar year, Members are also offered a value-off coupon on their birthday, valid for 3 months as of their birthdate, as part of the benefits of the Privilege programme. Privilege Members will be informed via an email sent to the email address linked to the Driver profile.

The Happy Birthday coupon benefit is a single-use value-off coupon applicable for a minimum duration & purchase amount.

- **Preferential hotel rates**

Privilege Members can benefit from a 15% discount on Accor hotel rates worldwide by booking their hotel from their Europcar account page or from the link provided in the account status email.

- **Other advantages with Europcar's partners:** Europcar has formed partnerships with various Frequent Flyer Programs set up by airlines, hotels and other travel/transport services. Privilege Members can earn points/miles with these Programs when renting vehicles from Europcar. It is possible to earn Privilege Credits and points/miles from our partners for the same rental. More details and a list of our partners are available on the Europcar website. Specific Terms and Conditions.

#### **Specific benefits granted to Privilege members, depending on their tier level:**

- **Privilege Club members**
  - €10 value off coupon awarded after the second eligible rental (coupon offered once per calendar year)
- **Executive Privilege members**
  - €20 value off coupon awarded after the fifth eligible rental (coupon offered once per calendar year)
  - Upgrade by one vehicle category, subject to availability. This upgrade is not applicable to rentals made under the Europcar Privilege Free Weekend offer, to rentals of more than 14 days, or to Van & Truck rentals
- **Privilege Elite members**
  - €30 value off coupon awarded after the fifth eligible rental (coupon offered once per calendar year)
  - Upgrade by two vehicle categories, subject to availability. This upgrade is not applicable to rentals under the Europcar Privilege Free Weekend offer, to rentals of more than 14 days, or to Van & Truck rentals
  - The "Additional Driver" option is free of charge. One (1) additional driver per rental
- **Privilege Elite VIP members**
  - €30 value off coupon awarded after the fourth eligible rental (coupon offered once per calendar year)
  - Upgrade by two vehicle categories, subject to availability. This upgrade is not applicable to rentals under the Europcar Privilege Free Weekend offer, to rentals of more than 14 days, or to Van & Truck rentals

- The "Additional Driver" option is free of charge. One (1) additional driver per rental
- Membership of the "Priority Pass" Program granted free of charge for the first year, as well as the first lounge access for free. This service, charged through a subscription and subsequently through a fee paid for each access, gives access to more than 1000 Priority Pass lounges at airports worldwide (free membership offer applies when the Member accesses the Elite VIP tier level, but is not valid in the event of renewal). Their one-year membership of the "Priority Pass" Program will be confirmed to VIP Privilege Members via an email sent to the email address linked to the Driver profile. Privilege Members will need to click on the link provided to confirm their free membership and obtain their "Priority Pass" membership card.

## **5. In which countries is the Privilege Program not accessible?**

Rentals reserved with partners in Canada, China, Cuba, the United States and Japan are not eligible for Privilege credits.

## **6. What are your obligations as a Privilege Member?**

By registering for the Privilege Program, you acknowledge that you have read and agree to these Terms and Conditions of the Program.

As such, you agree to abide by the terms of these Terms and Conditions.

You declare that the information provided on the Privilege Program registration form is true, complete and accurate.

You agree to inform Europcar of any changes to the personal data you have entered, including your email address, billing address, driver's license or payment method by updating your Europcar profile.

You will also inform Europcar in writing of any circumstances that may affect your ability to drive, as well as the loss or theft of your personal account login credentials.

If you fail to do so, you may not hold Europcar liable for the consequences (losses, expenses, etc.) resulting from this absence of notification.

All the benefits granted to Members are indeed notified to them at the email address linked to the Driver profile.

## **7. What are Europcar's obligations under this Privilege Program?**

Europcar undertakes to comply with all the laws applicable to it. As a result, it may not be held liable in the event that local legislation prohibits the awarding of any of the benefits provided for under the Program. For example, in Portugal or South Africa, Europcar will not be able to offer its members all the benefits of automatic online check-in, since contracts must be signed before any rental and cannot be dematerialized.



## 8. How is your personal data processed under the Privilege Program?

Registering for our Program requires the processing of your personal information for the purposes of membership of the Program, for calculating your benefits, and for sending information about your Program (e.g., emails about your tier level in the Program or your benefits).

This data is collected from you when you register for our Program, either directly or indirectly (if you are already a Europcar customer). In this second case, the data in your Europcar profile is automatically transferred to your Privilege account.

The data processed under the Program is as follows:

- Identification data (first name, last name, gender, date and place of birth)
- Contact information (email address, country of residence and language preference)
- Program information: registration date, tier level and expiry date (from Executive Tier onward), Privilege credits earned (eligible rental day volume and number of eligible rentals), contract number and name (for Privilege tier level or company name), the charge card number (when applicable, for business customers) and, if applicable, the name of the Frequent Traveller Program, Frequent Traveller card number and expiry date.

The following data is also collected in order to provide you with automatic online check-in offered to Program members:

- Driver's license number and date, place and country of issue of driver's license and expiry date, if applicable
  - Preferences in terms of insurance
  - The payment method may also be retained with your consent.

The person responsible for the processing of this personal data is Europcar International S.A.S.U., whose headquarters are located at 13 Ter, Boulevard Berthier, 75017 Paris, France.

This treatment is based on acceptance of the Program's General Terms and Conditions. If necessary, Europcar may request your consent to receive promotional emails. Please note that some information emails, especially those concerning your tier level (including changes of tier level) and the awarding of benefits, are necessary for the proper functioning of the Program. If you no longer wish to receive them, you will need to unsubscribe from the Program. The recipients of this data are the authorized employees of Europcar, and of the agencies and service providers who assist Europcar in its product and service offering.

If necessary in order to provide you with our products and services for the above-mentioned purposes, Europcar International will transfer your personal data outside the EU to the above-mentioned third parties.

Depending on the assumptions, some recipients may be located in countries recognized by the European Commission as providing an adequate level of personal data protection, or some may be in countries that have not been recognized by the European Commission as providing such a level of protection. In any event, Europcar International has put in place appropriate safeguards to protect your personal data, in accordance with European Regulation No. 2016/679.

Your personal data is retained for the duration of your registration to the Program. In the event that your Privilege account has been inactive for more than three years, Europcar International reserves the right to terminate membership of the Program and to delete the associated data.

In accordance with the General Data Protection Regulations (GDPR), you may access and obtain copies of your data, oppose the processing of that data, have it corrected or have it erased. You also have a right to limit the processing of your data and to the portability of your data under the conditions set out in the GDPR. To exercise these rights, you can contact [dpo@europcar.com](mailto:dpo@europcar.com)

In the event that you have agreed to receive promotional emails, you may withdraw your consent at any time by canceling these offers via the link at the bottom of each Privilege promotional email.

If you believe that your rights are not respected, you can submit a complaint to the competent national authority: The Office of the Privacy Commissioner.

Please note that when you make a rental or use Europcar's other services, the data protection policy available online on our website is also applicable: <https://www.europcar.co.nz/privacy-policy>

## **9. Can the Privilege Program registration be terminated?**

### **9.1. Termination at the initiative of the Member**

At any time, Members may cancel their membership of the Privilege Program by contacting the Europcar Customer Service.

This termination involves the total withdrawal from the Program, and ceasing the cumulation of all Privilege credits at the date of termination.

However, Members will still be able to use any coupons and/or the Free Weekend offer that have already been awarded to them, within their validity dates.

The Privilege virtual card remains the property of Europcar and will be automatically deactivated by Europcar.

### **9.2. Termination at the initiative of Europcar**

Europcar shall have the right to terminate the registration of the Privilege Member in the Program in the event of any breach by the Member of these General Terms and Conditions, or more generally in the event of any breach of Europcar's General Terms and Conditions of Rental, and in particular in the event of fraud or attempted fraud.

The Member will be informed via an email sent to the email address linked to the Driver profile.

In the event of the inactivity of a Member's account after a minimum period of three years, Europcar International reserves the right to terminate membership of the Program and to delete the associated data.

The Privilege virtual card remains the property of Europcar and will be automatically deactivated by Europcar.

## **10. Can the Privilege Program be changed?**

Europcar may decide to amend the Program, and in particular the benefits that are proposed under this Program. Members will be informed of this, with a minimum of one month's advance notice, through information messages that will be sent to them by email.

Europcar may also decide to terminate the Program, on condition that it informs Members in advance, by email, with a minimum notice of three (3) months. Should Europcar fail to propose a new Loyalty Program, Members will continue to enjoy the benefits of their current tier level until the end of its ongoing two-year period of validity.

Should Europcar offer a new Loyalty Program to replace the Privilege Program, Members will automatically benefit unless they decide to terminate their membership.

## **11. Who should you contact if you have any questions or complaints about the Privilege Program?**

Any dispute concerning the Privilege Program must be addressed to our Customer Service via a Privilege Request Form accessible under the "Help/FAQ" section in the menu at the top of the home page of Europcar websites.

In the event that Members miss their Privilege rental credits after a period of six (6) weeks on one of their rentals, the Member concerned must enter all the relevant information, particularly the reservation number or rental contract number, date, pick-up agency and return agency.

To enable the Privilege Member to qualify for any Privilege Credits, the invoice corresponding to the claim must be in the name of the Privilege Member or must mention the Privilege Member's name.

If you have any questions regarding the Program, Members may also post a message in the "Contact us" section of the Europcar website, mentioning the subject "Europcar Loyalty Program", or contact our Customer Service by telephone, or check out any FAQs that are made available on the site and regularly enriched.

## Europcar Privilege® Loyalty Program

### Special Conditions for Business Customers

15 June 2021 -V2

These Special Conditions supplement the Privilege Loyalty Program Terms and Conditions, and are intended to clarify the specific provisions applicable to business customers. The other provisions of the General Terms and Conditions of the Program shall remain fully applicable.

The Program is open to companies that contract vehicle rentals with Europcar on the basis of negotiated rates and can decide to make these rates available to their employees for their business travel, whether or not they are allocated a charge card.

Privilege charge cards allow company employees to pay for vehicle rentals made during the course of their professional activities.

To do so, the company requests the opening of a Europcar Business Account authorised to issue charge cards, which will be Privilege charge cards registered in each employee's name and dematerialized. This charge card is allocated to the employee designated by the company and can be used as a means of payment for the rental of vehicles with Europcar.

The Privilege Card includes the following data:

- Privilege Tier Level (Club/Executive/Elite/Elite VIP)
- First name and Last name
- The name of the company
- Member ID ("Driver ID" or "Europcar ID" number)
- Expiry date of current Privilege tier status (from Executive tier upwards)
- The website address and telephone number of the call center (via the "more info" link on the virtual map)

and specific data for charge cards:

- The label "Charge card"
- The expiry date of the charge card
- The company contract number
- The "Business Account" number (the company account for invoicing)
- The sequence number of the card

The employees who are Members of the Privilege Program will collect Privilege credits like any other member for all rentals contracted with Europcar, provided that their Member ID number (or Driver ID) is used for reservations and rentals.

If the employee leaves the company, it will be up to the company to notify Europcar of the employee's departure by requesting the deletion of the Privilege charge payment card to which he or she was entitled as a named Member.

The employees concerned, as Members of the Privilege Program, may retain the benefit of their Privilege Account and continue to benefit from the tier level that they had attained at the date of their departure from the company.