

M&S PREMIUM CLUB TERMS AND CONDITIONS

M&S Premium Club is a package of benefits available to customers while they hold an M&S Credit Card or other M&S Money product as determined by us. It comprises a range of preferential benefits, offers and discounts. These terms and conditions are separate from and additional to the terms and conditions of the M&S Credit Card, the M&S Loyalty Scheme, the travel insurance policy included as part of the M&S Premium Club package and any other product terms and conditions we specify.

General terms

1. Eligibility

To be eligible for M&S Premium Club you must:

- be over 18 years of age;
- hold an M&S Credit Card as the main cardholder or another M&S Money product as determined by us at the time of offer and be part of the M&S Loyalty Scheme;
- be a UK resident for the duration of the period in which you hold the product.

2. Benefits

With M&S Premium Club you will receive:

- **Triple M&S points on purchases made with your M&S Credit Card within M&S**

You will earn 2 points in addition to any points you receive under the M&S Loyalty Scheme for each pound spent in M&S in store and online using your M&S Credit Card (other cards including the M&S Chargecard do not qualify). Triple points do not apply to bonus point offers which you may receive from time to time or promotional points offers on M&S Money products. Triple points are effective from the date on which we process your application, however a delay of up to 12 days may occur before additional points are added to your account. Refunded purchases will have any additional points removed. Triple points apply to all qualifying purchases on an account including purchases by authorised users. For details of qualifying purchases and other information about the M&S Loyalty Scheme, please refer to your separate M&S Loyalty Scheme Terms and Conditions.

- **M&S vouchers**

Each year you will receive £40 of M&S vouchers for the purchase of goods and services in selected M&S stores (excluding food, drink, technology, large appliances, ordering services, gift cards, gift vouchers and online purchases). The vouchers will be provided in tranches of at least £10 at times through the year. No change or refunds will be given for any unused voucher or part of a voucher. See vouchers for full terms and conditions. Vouchers will be valid until the date stated on each individual voucher or until the date at which you cease to hold the product if it is cancelled.

- **Drinks when you visit M&S Café**

You will receive a minimum of 48 vouchers per year. You will receive your first vouchers in your

welcome mailing and subsequent vouchers in your quarterly reward mailings. Hot drinks up to a value of £2.60 are included – hot drinks above this value can be purchased by paying the difference – so for example a hot drink costing £3.00 can be purchased by presenting a drinks voucher and paying the difference by any accepted means of £0.40. One voucher per transaction will be accepted. No change or refunds will be given for any unused voucher or part of a voucher. Vouchers will be valid until the date stated on each individual voucher or until the date at which you cease to hold the product if it is cancelled.

- **Treats and delights**

As a Premium Club member, we'll send you treats and delights from M&S each year. We will send you a minimum of 5 treats and delights per year, including a gift for your birthday and a Christmas gift, plus 3 other gifts. Gifts will be either delivered to your registered address or sent as a voucher for you to redeem in store. The exact gifts and treats will be selected by M&S at the time and may vary between customers.

- **Extra offers and discounts on both M&S and third party products and services**

You will receive additional offers and discounts compared with customers who do not have M&S Premium Club.

- **Worldwide multi trip family travel insurance**

Please read the Policy Booklet in your M&S Premium Club welcome pack for full terms and conditions of the travel insurance (including applicable exclusions and our travel insurer's cancellation, termination and variation rights). To be eligible for this benefit, you and the insured persons must be resident in the UK (which includes the Channel Islands and the Isle of Man), under 70 years of age at the start of the trip and registered with a medical practitioner in the UK. There is cover for some medical conditions provided you comply with the important conditions relating to health stated in the Policy Summary and Policy Booklet. Otherwise, pre-existing medical conditions are not covered at all although you can benefit from the remainder of the travel insurance cover. Cover under the policy will commence from the date stated in your Policy Schedule which you will receive in your M&S Premium Club welcome pack unless we have advised you otherwise. In the event of any inconsistency between this M&S Premium Club agreement and the terms and conditions in the travel insurance Policy Booklet, the terms and conditions in the travel insurance Policy Booklet shall be deemed to apply to the travel insurance.

Individual offers and discounts may be subject to change and withdrawal at any time. Specific terms and conditions may apply to individual offers and will be notified with the offer. Marks and Spencer plc and M&S Money cannot be held responsible for vouchers

lost, stolen or damaged once we have sent them.

3. Fee and term

This M&S Premium Club agreement has an initial minimum term of 12 months after which it will continue indefinitely until terminated by you or us – see clause 5. A monthly fee is payable for the M&S Premium Club package which will have been notified to you before you apply for M&S Premium Club. This monthly fee will initially be charged to your M&S Credit Card account but can be paid via other means when we so advise you. We will notify you in advance if we change the fee. If we increase the fee during the initial minimum term then you can terminate this agreement without penalty by giving us written notice.

4. Cancellation rights

You have the right to cancel M&S Premium Club within the first 14 days of receiving your M&S Premium Club welcome pack and if you do so you will receive a full refund of any fees you have already paid. The cancellation period will start from the day on which you receive the M&S Premium Club welcome pack in the post. Please note that there will be no refund for cancellation within this 14 day cooling off period if you have made a claim against the M&S Premium Club travel insurance policy. You may not cancel the M&S Premium Club package after the 14 day cooling off period without paying the monthly fee until the end of the initial fixed term of 12 months. Should you wish, however, to cancel the travel insurance element of your M&S Premium Club package, you may do so at any time. Please see the relevant terms and conditions set out in the travel insurance Policy Booklet included in your welcome pack. You will be required to pay the full monthly fee for the M&S Premium Club package until the expiry of the initial fixed term of 12 months.

5. Termination and variation

- You can terminate this agreement at any time after the initial minimum 12 month term by giving us written notice. This agreement and the M&S Premium Club package will end if you cease to hold an M&S Credit Card or other eligible M&S Money product.
- If at any time we have reasonable grounds to consider that you have, in a significant way, breached the terms of this agreement then we may terminate this agreement and any benefits, offers and discounts will be withdrawn. Where we do this, we will communicate our actions to you at least 30 days prior to termination.
- We may terminate this agreement (for a reason other than a significant breach of the terms of this agreement) upon giving you reasonable notice. When we do so, we will refund any fees or portion of any fees applicable to the point beyond the date of termination and any M&S points earned up to the date of termination will be honoured.
- Cancellation, termination or variation of the travel insurance may occur separately under the policy

terms and law applying to that insurance. Your travel insurance is cancelled automatically when you reach the age of 70 or when you or we cancel or terminate this M&S Premium Club agreement. Please see the Policy Booklet in your welcome pack for full details.

- We may vary the terms of this agreement after giving you reasonable notice. Where such change is to your disadvantage, you may terminate this agreement immediately and without penalty by giving us written notice within 30 days of receiving notice of the change to the terms. We may make changes to terms in order to improve or change the benefits under this agreement or to reflect changes to relevant laws or industry codes of practice, changes to our or M&S's systems or business capabilities or in the light of reasonable commercial decisions affecting our ability to provide the benefits under this agreement.
- For commercial reasons we may decide to change our current travel insurer. In such circumstances we will give you reasonable notice of any change of insurer and advise you of any other changes to your policy terms. You will have the opportunity to terminate the M&S Premium Club travel insurance policy both before and after such a change becomes effective.
- If your M&S Premium Club package is terminated you will be required to destroy or return your M&S Premium Club membership card, along with any unclaimed vouchers.

6. At application

When you apply for M&S Premium Club we will acknowledge your application but such acknowledgement will not constitute our acceptance of your application unless we specifically tell you at the time we make the acknowledgement. The agreement between us will be concluded when you receive your M&S Premium Club welcome pack or when we tell you that we have accepted your M&S Premium Club application, if this is sooner. Our acceptance may be subject to certain further steps being taken, for example, completion of further paperwork or providing us with certain information.

7. Enquiries and complaints

If you have any questions about M&S Premium Club or would like to make a complaint, then please telephone us on 0845 900 0900 or write to us at: Marks and Spencer Financial Services plc, Cards & Loyalty department, Kings Meadow, Chester CH99 9LZ. If you would like to make a complaint regarding the travel insurance element of M&S Premium Club then please follow the complaints procedure outlined in the travel insurance Policy Booklet included in your welcome pack.

MAY 2012 - VERSION F