



### **myFiat card and myRewards Terms and Conditions**

1. These terms and conditions govern the use of the reward card known as the “ MyFiat Card” and the associated account known as the “MyFiat Account”.

2. In these terms and conditions: -

“Authorised Dealer” means a dealership authorised by Fiat to sell or service Fiat vehicles and which is participating in the Programme at the relevant time.

“Benefits” means benefits and rewards including but not limited to, discounts off the normal retail price of goods and/or services.

“Fiat Partner” means a third party, including by way of example but without limitation “ The AA”, with whom Fiat has contracted to provide benefits to prospective owners or owners of Fiat vehicles.

“Fiat vehicle” means Fiat branded vehicles and any other brand of vehicle which Fiat includes within the Programme (by a statement or posting to that effect on the “MyFiat Portal) or to which a specific offer or promotion under the Programme is expressed to apply.

“In-dealer Benefits” refer to National In-dealer Benefits and Local In-dealer Benefits and any one or more of them.

“Local In-dealer Benefits” refer to Benefits under the Programme offered by an Authorised Dealer on the basis that they must be redeemed at that Dealer.

“MyFiat Account” means, in relation to a MyFiat Card, the web-based account on the MyFiat Portal used for storing information (including information transmitted by using that MyFiat Card) which relates to benefits earned and redeemed under the Programme and the related transactions entered into by the MyFiat Member holding that MyFiat Card in connection with offers and promotions under the Programme.

“MyFiat Card” means a reward card held by a MyFiat Member for transmitting information relating to transactions entered into by that MyFiat Member in connection with offers and promotions under the Programme and the associated Benefits earned and redeemed by that MyFiat Member.

“MyFiat Member” or “you” or “yours” means a person who has registered for a MyFiat Card and opened a MyFiat Account and who has been issued with a MyFiat Card by Fiat and who continues to hold a MyFiat Account.

“MyFiat Portal” refers to the section of the Fiat.co.uk website on which prospective owners and owners of Fiat vehicles may apply for a MyFiat Card and register and maintain their personal details.

“MyRewards” refers to the pages on the MyFiat Portal where MyFiat Members may apply for the MyFiat Card and review the benefits earned and redeemed on their MyFiat Account.

“National in-dealer Benefits” refers to Benefits under the Programme offered nationally by Fiat on the basis that they must be redeemed at any Authorised Dealer.

“Online Benefits” refer to Benefits under the Programme which are offered on the basis that they may only be redeemed on the websites managed by Fiat or one of the Fiat Partners.

“Preferred Dealer” refers to the Authorised Dealer chosen by the Myfiat Member during the MyFiat registration process (as subsequently amended in accordance with condition 20 below).

“Programme” means a facility made available by Fiat to MyFiat Members under the name “MyRewards” which enables MyFiat Members to accrue benefits provided either by Fiat or by an Authorised Dealer or a Fiat Partner.

“Relevant Specific Terms” has the meaning given in condition 6.

“We”, “us” or “our” or “Fiat” means Fiat Group Automobiles UK Ltd (company registration number 002015514).

3. By registering for a MyFiat Card through the MyFiat Portal you confirm and acknowledge that you: -

- a) have read and accept these Terms and Conditions;
- b) are an individual resident in the UK, Channel Islands or the Isle of Man;
- c) are aged 17 years or over;
- d) are the owner of any Fiat vehicle which you register to your MyFiat Account; and
- e) will be using your MyFiat Card and your MyFiat Account for purposes which are outside your business trade or profession.

On completion of your registration a legally binding contract (incorporating these terms and conditions) will come into existence between us, which governs your use of the MyFiat Card and the MyFiat Account. The language of this contract is English.

Shortly after completion of your registration as a MyFiat Member we will send you an e-mail confirming that you have joined “MyRewards”. Your MyFiat Card will be sent to you by post at the address which you have given in your on-line application soon after you have joined “MyRewards”.

We will keep a copy of the contract (comprising the computer records showing your registration and your acceptance of these terms and conditions) but this is not available for inspection.

Fiat does not charge any fees to a MyFiat Member for opening or operating a MyFiat Account or for the issue of a MyFiat Card.

4. If an individual owns more than one Fiat vehicle, he/she is entitled to register for a separate MyFiat Card and MyFiat Account for each Fiat vehicle which he/she owns. Only one Fiat vehicle can be registered to a MyFiat Account at any one time.

5. YOUR RIGHT TO CANCEL.

a) You may cancel your contract with us for your MyFiat Account and the MyFiat Card at any time within seven working days from the date your contract is created (see condition 3 above for this date). You do not need to give us any reason for cancelling your contract nor will you have to pay any penalty. To cancel your contract you must notify us in writing:-

- i. delivered personally or sent by post to Fiat by, Fiat House, 240 Bath Road, Slough Berks, SL1 4DX (addressed to The Customer Experience Manager);
- ii. sent by facsimile to Fiat’s facsimile number at 01753 519 719 ; or
- iii. sent by e-mail to [contactfiat@uk-central.com](mailto:contactfiat@uk-central.com).

b) This provision does not affect your statutory rights

6. Fiat and the Authorised Dealers may from time to time each publish promotions and offers as part of the Programme. Any offers or promotions which form part of the Programme, the Benefits available under that offer or

promotion and the way in which those Benefits can be earned and redeemed shall be subject to these terms and conditions. In addition, any such offer or promotion published, the Benefits available under that offer or promotion and the way in which those Benefits can be earned and redeemed shall be subject to any separate terms and conditions applicable to that offer or promotion ("Relevant Specific Terms"). If the Relevant Specific Terms conflict with these terms and conditions, these terms and conditions shall prevail to the extent of the conflict.

7. Fiat shall be entitled to determine, in its absolute discretion, which transactions qualify for the Programme and the values of the Benefits that shall apply. The Fiat Partners participating in the Programme may change from time to time. Fiat cannot guarantee the continued availability of the goods and/or services which are the subject of offers and promotions under the Programme in relation to which benefits may be earned or redeemed.

8. Fiat shall be entitled (at its absolute discretion) to amend the Programme or amend or withdraw the offers and promotions which form part of the Programme at any time without notice by posting details of the amendment on the MyFiat Portal. If the Relevant Specific Terms state that the relevant offer or promotion is available for a specified minimum period Fiat will only withdraw the offer or promotion prior the expiry of that minimum period in exceptional circumstances. Your continued use of your MyFiat Card will be your acceptance of the amendment. A list of offers and promotions available to you from Fiat, the Fiat Partners and your Preferred Dealer are detailed in the MyRewards section of the website [www.fiat.co.uk/myfiat](http://www.fiat.co.uk/myfiat). Except as provided in conditions 21 and 23, Fiat or the Authorised Dealer shall not amend or remove Benefits which have already accrued to your MyFiat Account at the time the relevant amendment or withdrawal takes effect.

9. Fiat shall be solely responsible for the Benefits offered under any offer or promotion which it publishes on MyRewards and Fiat shall not be responsible for any Authorised Dealer offer or promotion. An Authorised Dealer shall be solely responsible for any offer or promotion which it publishes and the associated Local In-dealer Benefits and an Authorised Dealer shall not be responsible for any Fiat offer or promotion.

10. Contracts which you enter into with Authorised Dealers in connection with any offer or promotion under the Programme are made directly between you and the relevant Authorised Dealer. Consequently Fiat has no responsibility for the delivery, standard, quality or time of performance of any goods and/or services supplied to you under these contracts or the failure of an Authorised Dealer to award a benefit or honour the redemption of a benefit. Fiat will do what it can to ensure that National In-dealer Benefits are redeemed by the relevant Authorised Dealer. Fiat will accept no responsibility for the failure of a Dealer to award or redeem a Local In-Dealer Benefit. Fiat will only accept responsibility for the delivery, standard, quality or time of performance of any goods and/or services supplied to you by Fiat Partners or the failure of a Fiat Partner to award a benefit or honour the redemption of a benefit if the relevant Fiat Partner has not contracted with you directly to supply these goods and/or services and the associated Benefits.

11. In most cases the Benefits which you earn under the Programme should be accrued on your MyFiat Account prior to being redeemed but certain types of benefits (known as "auto-redeem Benefits") will be added to the MyFiat Account by the Authorised Dealer and redeemed simultaneously during a transaction with the MyFiat Member. Certain Fiat Partners may take time to transmit to Fiat details of Benefits earned or redeemed under the Programme and Fiat is not responsible for any failure, delay or error by a Fiat Partner in notifying Fiat of Benefits earned or redeemed.

12. In order to earn any In-Dealer Benefit you should present your MyFiat Card at the Authorised Dealer to have the relevant transaction details posted onto your MyFiat Account along with the details of the relevant Benefit. In order to earn and redeem any Benefit offered by a Fiat Partner you must follow the relevant procedures stipulated by that Fiat Partner for the Benefit in question.

13. To redeem In-Dealer Benefits recorded to your MyFiat Account, you must advise the Dealer representative before completing your required transaction and present your MyFiat Card.

14. In-Dealer Benefits must be redeemed at an Authorised Dealer.

- a) National In-Dealer Benefits can be redeemed at any Authorised Dealer;
- b) Local In-Dealer benefits may only be redeemed at the Authorised Dealer which has offered those Benefits to MyFiat Members through the Programme. Local In-Dealer Benefits will only be available to a MyFiat Member if he/she has selected the Dealer in question as his/her Preferred Dealer.

You can only redeem an In-Dealer Benefit at an Authorised Dealer if it is an Authorised Dealer at the time you redeem the benefit.

15. "Online Benefits" can only be redeemed on the relevant website managed by Fiat or the relevant Fiat Partner.

16. Unless obviously implicit in the description of the Benefit or explicitly stated in the Relevant Specific Terms, all Benefits under the Programme may be redeemed only once. If a transaction giving rise to a Benefit under the Programme is cancelled or not completed, Fiat may cancel the relevant Benefit.

17. MyFiat Members may only use one new Fiat vehicle discount, offered under the Programme for each new Fiat vehicle purchase. E.g. Two accrued discounts on a MyFiat Account, each of 10% off the purchase of a new Fiat vehicle, may not be combined on a single purchase to redeem a 20% discount.

18. MyFiat Members may not pool their accrued Benefits on a single transaction under an offer or promotion within the Programme (for example the purchase of new Fiat vehicles e.g. two MyFiat Members each eligible for a 10% discount on the price of a new Fiat vehicle may not combine their discounts in order to receive a 20% on a vehicle purchased by either of them).

19. A MyFiat Member who has more than one Myfiat Account may not pool benefits accrued on more than one MyFiat Account on a single offer or promotion within the Programme.

20. MyFiat Members must advise Fiat of any change in their address, Fiat vehicle ownership (where a Fiat vehicle is registered to the MyFiat Account), details of their Preferred Dealer or contact preferences by amending the relevant details of their MyFiat Card account within the MyFiat Portal.

21. Fiat reserves the right to terminate the Programme at any time by posting a notice of termination on the MyFiat Portal not less than 21 days before it is to take effect. In the event that Fiat exercises its termination rights under this condition: -

- a) any Benefits offered by Fiat or an Authorised Dealer which are accrued under the Programme at the time of termination will be available for redemption in accordance with these terms and conditions and any Relevant Specific Terms for a period of 1 year from the date of termination of the Programme (unless it is expressed to lapse earlier under the Relevant Specific Terms); and

- b) Any Benefits offered by a Fiat Partner which are accrued under the Programme will automatically lapse.

Termination of the Programme will terminate your use of your MyFiat Account for the purposes of the Programme and your use of your MyFiat Card except to the extent necessary to facilitate redemption of accrued Benefits as set out above.

22. Fiat may temporarily suspend all or part of the Programme and/or the use of MyFiat Cars and MyFiat Accounts to the extent necessary to solve any technical problem or for operational maintenance or to make improvements or for the purpose of ensuring network or information security. Fiat will give advance notice of this on the MyFiat Portal except in the case of an emergency or an urgent technical problem. In such cases, Fiat will aim to restore the service as soon as reasonably practical.

23. Fiat reserve the right to exclude any MyFiat Member from the Programme and to terminate their MyFiat Account and cancel their MyFiatCard:-

- a) where Fiat has good reason for believing he/she has violated any material provision of these terms and conditions or the Relevant Specific Terms and, if the violation can be remedied, Fiat has first given not less than 5 days notice of the violation to the MyFiat Member requiring it to be remedied and the MyFiat Member fails do so;
- b) he/she repeatedly breaches any of these terms and conditions and/or any Relevant Specific Terms in a manner that reasonably justifies an objective opinion that their conduct is inconsistent with their having the intention or ability to give effect to such terms;
- c) if no benefits have been earned or redeemed during the preceding 12 months; or
- d) for any other good reason .

Fiat has the right (in advance of or without exercising such right of termination) to disable any access code, username, password or other information provided to a MyFiat Member at any time if, in Fiat's reasonable opinion, any of the circumstances in paragraphs (a) to (d) above apply to that MyFiat Member.

24. The MyFiat Member may terminate his MyFiat Card on not less than 5 days notice by giving written notice to that effect to Fiat.

25. On termination of your MyFiat Card and My Fiat Account all accrued Benefits under the Programme will be automatically cancelled except in the circumstances stated in condition 21 (a) above. References in these terms to "termination" of a MyFiat Account, include Fiat removing the functions of that Account which relate to use of the related MyFiat Card and the recording/viewing of benefits earned and redeemed but otherwise continuing to make the MyFiat Account available for other Fiat authorised use outside the Programme.

26. The value of Benefits on your MyFiat Account are not normally transferable. MyFiat Members may only transfer a benefit accrued to their MyFiat Account under the Programme, to a third party where expressly permitted to do so under the Relevant Specific Terms. A Benefit can only be redeemed in accordance with the Relevant Specific Terms. No benefit offered under the Programme has any redemption value except as provided within the Relevant Specific Terms or any cash equivalent. If you change your Preferred Dealer, you will not be able to earn any Local In-Dealer Benefits offered by your previously nominated Preferred Dealer or redeem any Local In-Dealer Benefits which you have accrued in relation to your previously nominated Preferred Dealer.

27. All Benefits under the Programme are offered solely to current owners of Fiat vehicles unless otherwise stated in the Relevant Specific Terms. When you cease to be the owner of the Fiat vehicle registered to your MyFiat Account all accrued Benefits under the Programme which are specific to that vehicle will lapse.

28. A Benefit will not have accrued under the Programme unless all applicable conditions for accrual (as set out in the Relevant Specific Terms) have been satisfied at the relevant time.

29. MyFiat Cards are our property and must be returned to us at our request or destroyed by you when no longer valid for use. You are responsible for your MyFiat Card and, if the card is lost or stolen or you think an unauthorised person knows any security code, password or account number, you should immediately contact Fiat by post addressed to at The Customer Experience Manager, Fiat House, 240 Bath Road, Slough Berks, SL1 4DX or call The Fiat Experience Centre (on 00800 3428 0000 select option 2), or e-mail [contactfiat@uk-central.com](mailto:contactfiat@uk-central.com).

30. Law and Jurisdiction. These terms and the Relevant Specific Terms shall be governed by and construed in accordance with English Law and the English Courts shall have jurisdiction to resolve any disputes between you and us in relation to your MyFiat Card, your MyFiat Account, the Programme and Benefits under the Programme. If any part of these terms or any Relevant Specific Terms is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of these terms will not be affected.

31. Data Protection . Your personal data which is recorded in relation to your MyFiat Card, your MyFiat Account and your participation in the Programme will be passed to Authorised Dealers and relevant Fiat Partners. The data will be used to facilitate and record the earning and redemption of Benefits under the Programme. To go to our Privacy Policy for more information as to the use of your personal data please visit <http://www.fiat.co.uk/Content/?id=3024>.

32. Complaints. Complaints about the Programme and the earning and redemption of benefits under can be made by e-mail or telephone to The Fiat Experience Centre (on 00800 3428 0000 select option 2), or e-mail [contactfiat@uk-central.com](mailto:contactfiat@uk-central.com). We will respond to complaints from MyFiat Members as quickly as possible and we will use our best efforts to find a satisfactory solution to these complaints in a way in which the MyFiat Member could reasonably be expected to be satisfied. This obligation does not apply to vexatious complaints (i.e. complaints which are clearly unsubstantiated or malicious). We will have the final decision as to whether any individual transaction qualifies under the Programme and/or the value of the applicable benefits but if you provide us in good time with reasonable documentary evidence in support of your complaint we will consider this carefully when reaching our decision.

33. Website. Your use of the MyFiat Portal and your MyFiat Account is subject to the general terms and conditions. In order to access the MyFiat Portal and your MyFiat Account, you will need to maintain at your own cost a computer with the appropriate internet access. It is your responsibility to ensure that any equipment used by you to connect to or use the MyFiat Portal and your MyFiat Account is operative and connected and used in accordance with any instructions, safety and security procedures applicable to the use of that equipment and/or the standards that Fiat has notified to you.

34. Notices. When using the MyFiat Portal and your MyFiat Account, you accept that communication with us will be mainly electronic. We will contact you by e-mail (at the address provided by you on the MyFiat Portal or provide you with information by posting notices on the MyFiat Portal. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

Notice will be deemed received by you and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the e-mail address specified on your MyFiat Account.

All notices given by you to us must be given to Fiat sent by post addressed to the Customer Experience Manager, Fiat House, 240 Bath Road, Slough Berks, SL1 4DX or by e-mail to [contactfiat@uk-central.com](mailto:contactfiat@uk-central.com).

35. We have the right to revise and amend these terms and conditions from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities. We will give not less than 21 days notice of any such change by posting details of the change on the MyFiat Portal. Your continued use of your MyFiat Account and your MyFiat Card will be acceptance of the revised terms and conditions. Any changes will not affect Benefits accrued to your MyFiat Account at the time the change takes effect.

#### MyFiat Card List of Non-Participating Dealers

- All service-only dealers