

## GENERAL CONDITIONS - AVIS PREFERRED DRIVE Subscription(s)

These **Avis Preferred DRIVE general terms and conditions** (hereinafter the "General Terms and Conditions") define the terms and conditions applicable to the various paid DRIVE subscriptions: DRIVE Silver, DRIVE Gold, offered by AVIS Belgium SA/NV, whose share capital amounts to 12,395,000 Euros, located at Kouterveldstraat 14, 1831 Diegem, whose intra-community VAT number is BE0415872355 (hereinafter "Avis").

All these subscriptions are collectively referred to as the "DRIVE Subscription(s)". By taking out a DRIVE Subscription, you are taking out a paid membership which is part of the AVIS Preferred loyalty programme, the terms of which are set out below in the appendix (see APPENDIX "Avis Preferred General Terms and Conditions").

The Avis Preferred advantages presented in article 5 of the General Terms and Conditions ("priority service", "free discount voucher", "free upgrade voucher" and "free weekend voucher") are part of a programme that is separate from the Avis Preferred DRIVE programme. They are not guaranteed by membership of a DRIVE Subscription and may change independently of it. Consequently, the DRIVE Subscription holder (hereinafter the "Holder") agrees to these General Terms and Conditions setting out the specific commitments in respect of subscribing to DRIVE Subscriptions, and to the conditions specific to the AVIS Preferred loyalty programme for which DRIVE Subscriptions provide a complementary offer.

### Article 1 - Conditions of eligibility for DRIVE Subscriptions

Any natural person in possession of a driving licence valid in Belgium, and proving a residence address in Belgium, is eligible for DRIVE Subscriptions.

### Article 2 - DRIVE Subscription membership

Subscriptions may be requested by telephone, by any eligible person in accordance with the conditions specified in article 1 of the General Terms and Conditions, subject to payment of the corresponding membership fee, as set out in article 4 of the General Terms and Conditions. Once the subscription has been validated (by telephone), a confirmation email is sent to the Holder, giving their customer number and enabling them to benefit from the advantages associated with the subscription requested.

### Article 3 - Relationship between DRIVE subscriptions and other benefits

#### 3.1. Relationship between the DRIVE and AVIS Preferred programmes

DRIVE Subscription is complementary to the AVIS Preferred loyalty programme. As a result, DRIVE Subscription Holders automatically become members of the AVIS Preferred loyalty programme, which enables the customer to combine the advantages of both programmes. In the event of non-renewal of the DRIVE Subscription, the customer no longer benefits from the advantages of DRIVE Subscriptions but still belongs to the free AVIS Preferred programme. A DRIVE Subscription Holder may therefore simultaneously progress within the AVIS Preferred programme.

#### 3.2. Relationship between the DRIVE programme and tariffs negotiated with professionals

DRIVE tariff offers cannot be combined with tariff codes granted under agreements with professionals or partners of the AVIS brand.

### Article 4 – Cards' price and renewal

	DRIVE SILVER	DRIVE GOLD
Price to subscribe	79€ incl. VAT	119 € incl. VAT
Duration	One (1) year, starting from the validation of membership/renewal of a DRIVE Subscription.	

No renewal is possible if the eligibility conditions specified in article 1 of the General Terms and Conditions are no longer met by the customer. As from one (1) year after subscription to the DRIVE Subscription, and in the

absence of renewal by the Holder, the latter will no longer benefit from the discounts and advantages linked to the DRIVE Subscription subscribed to.

Renewal of a DRIVE Subscription is not guaranteed under the same terms as the initial subscription; it is available at the price and under the conditions in force at the time of the subscription / renewal of the subscription.

### Article 5 - Discounts and benefits

Avis Preferred DRIVE Subscriptions enable their Holders to benefit from the following advantages, depending on the DRIVE Subscription taken out, when entering into a rental contract with the Avis brand as the main driver.

	<b>AVIS</b>   PREFERRED DRIVE SILVER	<b>AVIS</b>   PREFERRED DRIVE GOLD
All <b>AVIS</b> Preferred* benefits	✓	✓
Free additional driver (maximum 3 per rental)	✓	✓
20% discount on your rentals in Belgium all year <sup>2</sup>	<b>15%</b>	<b>20%</b>
10% discount on all rentals in Europe <sup>2</sup>		<b>10%</b>
Baby seats included (max 3 per rental) <sup>3</sup>	✓	✓
Child seats included (max 3 per rental) <sup>3</sup>	✓	✓
Child booster seat included (max 3 per rental) <sup>3</sup>	✓	✓
Ski racks included (maximum 1 per rental) <sup>3</sup>		✓
Free Roadside Assistance Plus		✓
Electric charge card included (1 card per subscription)		✓
Travel Partner included		✓
<small>*Avis Preferred benefits are in a separate program from the Drive program, are not guaranteed and are subject to change  <sup>(1)</sup>Based on availability. Not applicable to vans, Luxury, Select Series and Prestige categories or rental periods longer than 14 days.  <sup>(2)</sup>Fuel, additional service and airport surcharge are not included.  <sup>(3)</sup>Subject to office availability*</small>	<b>79€</b>	<b>119€</b>

DRIVE benefits only apply to vehicle rentals in Belgium.

The discounts in the offer are all calculated on the basic public rental rate (consisting of a daily and/or kilometer rate), excluding supplements, extras/options, additional protection, insurance and any other costs related to driving the vehicle (damage, fuel, etc.). Unless otherwise stated, discounts are only applicable to vehicle rentals in Belgium. Discounts on rentals in Europe apply only to rentals of less than 28 days.

Discounts on rentals in Europe are limited to continental Europe, to the extent of the exceptions listed, and to the following countries: Austria, Belgium, Czech Republic, Denmark, England, France (excluding Corsica), Germany, Greece, Italy (excluding Sardinia), Luxembourg, Netherlands, Norway, Portugal (excluding Azores), Poland, Spain (excluding Canary Islands), Sweden and Switzerland. The network includes independent licensees who are free to participate in the DRIVE programme or not. The discounts and benefits of DRIVE Subscriptions are only valid in Avis sites participating in the programme. Some licenses reserve the right to apply discounts only during certain periods.

#### **Article 6 - Use of the card and Cardholder liability**

DRIVE Subscriptions are nominative, personal and non-transferable. They can only be used by the Holder in whose name the subscription was taken out. Each Holder is solely responsible for keeping and using this information. In the event of usurpation of a DRIVE Subscription, the Holder must inform Avis by registered letter with acknowledgement of receipt as soon as he/she becomes aware of it. Each DRIVE Subscription Holder is obliged to comply with these General Terms and Conditions and, in the context of any Avis vehicle rental, with the applicable Avis Rental Terms and Conditions. Holders of a DRIVE Subscription may under no circumstances be reimbursed (apart from exercising the right of withdrawal), or resell, its services and products linked to the use of the said subscription. The Holder confirm that the information provided as part of their DRIVE Subscription is accurate and, in the event of an error or change to this information, the Holder undertake to make the changes on their online account accessible on [avis.be](http://avis.be).

#### **Article 7 - Personal data**

Avis holds a file of personal data collected at the time of the DRIVE Subscription application. This data is processed to enable Avis to manage its Holders' subscriptions. It is intended, in whole or in part, for Avis Budget Group companies and their partners and sub-contractors, and may be transferred outside the European Union. In accordance with legal provisions, all Holders have the right to object to their personal data being recorded in these files and to their personal data being used, as well as the right to access, rectify and delete information concerning them, by sending a request by e-mail, together with proof of identity, to: [dpo@abg.com](mailto:dpo@abg.com). To find out more about the use of your personal data, please consult our Privacy Policy.

#### **Article 8 - Termination**

Any breach of the General Terms and Conditions by a Holder may result in the immediate cancellation by Avis, without notice, of the Holder's DRIVE Subscription and all benefits/discounts arising therefrom. In such circumstances, the Holder shall not be entitled to claim any compensation from Avis.

#### **Article 9 - Withdrawal period**

Pursuant to article VI.47 et seq. of the Code of Economic Law, any person who has subscribed to a DRIVE Subscription by internet or telephone has a period of fourteen (14) days to exercise

their right of withdrawal. This period runs from the time the DRIVE Subscription is taken out. To exercise this right of withdrawal, a standard withdrawal form is available [here](#). The duly completed form should be sent by email to : [BELUX.Drive@abg.com](mailto:BELUX.Drive@abg.com).

#### **Article 10 - Conciliation**

We are a member of the European Car Rental Conciliation Service (ECRS). Only in cases where your dispute with Avis remains unresolved after you have contacted Customer Service, you can take your case to the ECRS free of charge. For more information, go to [www.ecrcs.com](http://www.ecrcs.com).

## **ANNEXE**

# **AVIS PREFERRED GENERAL TERMS AND CONDITIONS**

**(See hereinafter)**

**Avis Preferred  
Terms and Conditions  
Belgium**

**AVIS** Preferred®

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## 1. THESE TERMS

- 1.1 These terms and conditions govern your membership of our customer loyalty scheme (known as "**Avis Preferred**"). Avis Preferred gives you access to a range of benefits and is aimed to reward customers who regularly use our services. For further information relating to the benefits offered by Avis Preferred, please see section 6 below.
- 1.2 Please read these terms and conditions carefully before you become a member of Avis Preferred. These terms and conditions tell you who we are, how to apply for membership, the benefits of your membership, how you and we may change or end your membership, what to do if there is a problem and other important information.
- 1.3 You will need to expressly agree to these terms and conditions when you apply to become a member of Avis Preferred. You will not be able to participate in Avis Preferred, unless you have expressly agreed to these terms and conditions.
- 1.4 Please note that whilst these terms and conditions apply to Avis Preferred, separate terms will apply to the booking agreement and rental agreement which you will need to enter into (the rental agreement will always be entered into with the company operating the Avis "Rent a Car System" in the location from which you pick up the rental vehicle (the "**Rental Provider**"), as detailed in the rental agreement terms in place in the country of pick-up). The terms governing the booking and rental agreement can be found at <https://www.avis.be/en/TermsAndCondition>, and you will need to agree to these separately before hiring any vehicle (unless clause 6.17 below applies).

## 2. INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1 We are Avis Belgium NV/SA, a company registered in Belgium. Our company registration number is BE0415 872 355 and our registered office is at Kouterveldstraat 14, 1831 Diegem. Our registered VAT number is BE0415 872 355.
- 2.2 You can contact us by telephoning or by writing to our Customer Care Team -02/730.62.11 or email: [customerservice@avis.be](mailto:customerservice@avis.be)
- 2.3 If we have to contact you, we will do so via the Avis Preferred Mobile App or via your online membership account (which is created when applying to become a member of Avis Preferred). Please see section 3 below for further details.

## 3. BECOMING A MEMBER OF AVIS PREFERRED

- 3.1 To be eligible to become a member of Avis Preferred, you must:
  - 3.1.1 be an individual who is at least eighteen (18) years of age, but please note that in some countries there are higher age restrictions for renting vehicles, which must be complied with as part of the separate agreement mentioned in section 1.4 above; and
  - 3.1.2 be resident in Belgium.
- 3.2 To become a member of Avis Preferred, you must complete the membership form available on our website <https://secure.avis.be/en/signUp> and submit it to us (this includes providing your full name and preferred postal and email address for correspondence purposes).
- 3.3 There is no charge for becoming a member of Avis Preferred.

- 3.4 Your membership will start when we accept your application, and we will confirm this by email. Membership is offered at our discretion and we may refuse membership to any applicant where we have reasonable grounds to do so.
- 3.5 If your application for membership is accepted, you will be given a membership number.
- 3.6 Your membership will continue unless you or we decide to end the membership as described in these terms and conditions.
- 3.7 We refer to each year that you are a member of Avis Preferred as a "**Membership Year**". Your first Membership Year starts on the day you become a member of Avis Preferred and ends twelve (12) months later. Each anniversary of you becoming a member of Avis Preferred will be the start of a new Membership Year.
- 3.8 You will have access to an Avis Preferred online membership account, which will be accessible using your membership number (you may also be required to set up a password to use your online membership account). You can access your online membership account at <https://secure.avis.be/en/signUp>.
- 3.9 You may only have one Avis Preferred membership account in use at any given time, and if you open additional accounts, we may cancel any of the other additional accounts. We will keep the first membership application we processed live for you to use.

#### 4. AVIS PREFERRED MEMBERSHIP TIERS

##### The qualification requirements for each Avis Preferred membership tier

Avis Preferred is made up of three separate "tiers". Each tier will define the benefits that you will receive for the relevant Membership Year.

##### 4.1 The three tiers are:

###### 4.1.1 "**Tier 1 - Avis Preferred**".

If your initial application for membership is accepted, you will automatically be allocated "Tier 1 – Avis Preferred" membership for your first Membership Year.

###### 4.1.2 "**Tier 2 - Avis Preferred Plus**"

To meet the "Tier 2 – Avis Preferred Plus" membership requirements you must:

4.1.2.1 make a minimum of 5 Qualifying Rentals in a Membership Year;  
and

4.1.2.2 spend a minimum of €1,000 on Qualifying Rentals in a Membership Year.

###### 4.1.3 "**Tier 3 - Avis Preferred President's Club**".

To meet the "Tier 3 - Avis Preferred Plus" requirements, you must:

4.1.3.1 make a minimum of 10 Qualifying Rentals in a Membership Year;  
and

4.1.3.2 spend a minimum of €2,000 on Qualifying Rentals in a Membership Year.



(The term "Qualifying Rental" is defined in section 5 below).

#### Minimum spend calculations

- 4.2 The following policies will apply to the way that we calculate your Qualifying Rentals:
- 4.2.1 all Qualifying Rentals will be converted from the relevant currency applying to the booking in question into Euros (€). Further details on the exchange rate we use can be found at <https://secure.avis.be/en/TermsAndCondition>.
  - 4.2.2 only rental related revenue (excluding any fuel, fines, damage and other administrative charges, costs and expenses that might apply) will be taken into account; and
  - 4.2.3 full payment must have been received by the relevant Rental Provider within our rental network regarding the Qualifying Rental so that the rental related revenue can be taken into account.

#### Changing membership tiers

- 4.3 The number of Qualifying Rentals that you make in a Membership Year and their value will determine your membership tier during each Membership Year.
- 4.4 If part way through a Membership Year, you reach the number and value of Qualifying Rentals required for a higher tier, you will automatically move to the next tier up for the remainder of that Membership Year.
- 4.5 At the end of each Membership Year, your current membership tier will then roll-over into the next Membership Year.
- 4.6 If you do not continue to make the required Qualifying Rentals for that tier during that particular Membership Year, your membership tier will then revert back to the tier below for the next Membership Year. For the avoidance of doubt, you will not move down to a lower tier during a Membership Year, and instead, the lower tier will be applied to your account for the start of the next Membership Year.

### 5. QUALIFYING RENTALS

#### What is a Qualifying Rental?

- 5.1 For a rental to be a Qualifying Rental under our Avis Preferred scheme:
- 5.1.1 you must make a booking reservation directly via our website [www.avis.be/en](http://www.avis.be/en) or with us via our reservation phone, at least 24 hours prior to the vehicle "pick-up" time;
  - 5.1.2 at the time of booking, you will need to provide your Avis Preferred membership number; and
  - 5.1.3 the rental must not fall within the exclusions set out in section 5.2 below, a **"Qualifying Rental"**.
- 5.2 The following will not qualify as a Qualifying Rental:
- 5.2.1 airport transfers and chauffeur drive;

- 5.2.2 promotional rentals (such as competition prize winners and reward weekend vouchers);
- 5.2.3 complimentary cars;
- 5.2.4 Avis staff & family rentals;
- 5.2.5 insurance and/or leasing rentals;
- 5.2.6 Budget Rent A Car rentals;
- 5.2.7 tour operator or net rate rentals;
- 5.2.8 rentals reserved through brokers or any other intermediaries; and
- 5.2.9 rentals for Avis Prestige, Avis Select, Avis Van and Truck rentals

#### Corporate bookings

- 5.3 Although you can use a corporate profile to make a booking (which will be classed as a Qualifying Rental if it meets the requirements of section 5.1), this type of booking will NOT be able to take advantage of the "Avis Preferred Member Discount", "Additional Driver" or "Roadside Assistance Plus" benefits (set out in section 6). This means that bookings made in this way will be more limited than if you use your personal profile.

#### Retrospective "Qualifying Rental" claims

- 5.4 If any Qualifying Rentals have not been included on your membership account, but you did either log into your membership account and/or otherwise make your membership number known when making a booking, you can apply for a retrospective claim to be made if:
  - 5.4.1 you were a member of Avis Preferred at the time of booking; and
  - 5.4.2 you make the claim within six (6) months of when you made the relevant rental booking.
- 5.5 Please submit these claims to [customerservice@avis.be](mailto:customerservice@avis.be) or separately claimed through the relevant Avis website.

#### 6. AVIS PREFERRED BENEFITS

- 6.1 The membership tier that you are on at any given time will determine which package of benefits you can access. Please see below a summary table setting out these benefits. The rest of this section 6 includes more information about each benefit and how you might be eligible for them.
- 6.2 Unless we agree otherwise, Avis Preferred benefits cannot be used with any other promotions, coupons, vouchers, discounts or special offers (whether these are offered by Avis or third parties).

		AVIS Preferred	AVIS Preferred <sup>®</sup> PLUS	AVIS President's <sup>®</sup> CLUB	
ABG Service Related Benefits	<b>Priority Service</b> <i>Pre-Prepared Paperwork. Keys in car.*</i>	✓	✓	✓	
	<b>Avis App</b> <i>Select your vehicle</i>	✓	✓	✓	
ABG Rental Related Offers	<b>10% Always On Discount</b>	✓	✓	✓	
	<b>Free Additional Driver</b>		✓	✓	
	<b>Free Roadside Assistance Plus</b>			✓	
	<b>Single Upgrade</b>		✓	✓	
	<b>Double Upgrade</b> <i>Weekends Only</i>			✓	
<b>Exclusive Partner Offers</b>	✓	✓	✓	* Selected rental stations only	

6.3 The Avis Preferred Member Discount, Additional Driver and Roadside Assistance Plus benefits are only made available:

- 6.3.1 on rental bookings made for the following countries: Austria, Switzerland, Czech Republic, Germany, Netherlands, France (excluding Corsica), Belgium, Luxembourg, UK, Ireland, South Africa, Sweden, Denmark, Norway, Italy (excluding Sardinia), Spain, Finland, Greece, Portugal (excluding Azores), Iceland, Poland and Turkey;
- 6.3.2 when you book through your membership account using your membership number; and
- 6.3.3 when you select these benefits as an option as part of your booking. These benefits can also be added when making a booking over the phone, assuming you have provided your membership number to our Customer Care Team and have requested the benefit to be added to the booking.

6.4 **The Vehicle Upgrade benefit is only made available:**

- 6.4.1 on rental bookings made for the following countries: Austria, Switzerland, Czech Republic, Germany, Netherlands, France, Belgium, Luxembourg, UK, Ireland, South Africa, Sweden, Denmark, Norway, Italy (except Sardinia), Spain (except Canary Islands), Finland, Greece, Portugal, Iceland, Poland and Turkey;
- 6.4.2 when you book through your membership account using your membership number; and
- 6.4.3 when requested when collecting your vehicle at your relevant pick-up station.

The following additional provisions apply to each type of benefit:

### Avis Preferred Member Discount

- 6.5 In circumstances where you meet the requirements of sections 6.3 and 6.6, and where the restrictions in section 7 don't apply, you will (subject to section 6.8) be entitled to a 10% Time & Mileage (as defined below) discount on all Qualifying Rentals (the "**Avis Preferred Member Discount**"). Prices displayed when booking will automatically reflect the Avis Preferred Member Discount, as long as you have provided your membership number when booking.
- 6.6 The Avis Preferred Member Discount is only made available on:
- 6.6.1 short term rental bookings – the Avis Preferred Member Discount cannot be used for any 28+ day rentals; and
  - 6.6.2 on vehicle rental charges, and is not applied to any other costs (e.g. optional extras, excess waiver products).
- 6.7 "**Time & Mileage**" is the base rate applicable to your vehicle rental. This is the price before we add any additional mandatory costs, such as tax and applicable surcharges (e.g. airport surcharges).

This means that the 10% "Time & Mileage" discount will not necessarily represent 10% off the total price you would otherwise have paid. If you have any queries on what the "Time & Mileage" price is for your rental, please contact us prior to placing a booking.

- 6.8 Please note that if you already have a discount code (which we sometimes call the Avis Worldwide Discount (AWD) Number) that is active on your membership account when making a booking, the prices displayed to you will automatically reflect the highest level of discount as between that discount code and the Avis Preferred Member Discount.

### Additional Drivers

- 6.9 In circumstances where you meet the requirements of sections 6.3 and 6.10, Avis Preferred Plus and Avis President's Club members will be entitled to add one additional driver to all Qualifying Rentals booked, without additional charge.
- 6.10 The additional driver benefit is only available where all additional drivers meet the minimum driver requirements and comply with all other requirements set out in the terms you must agree to when entering a booking agreement and rental agreement with us. These terms can be found at <https://secure.avis.be/en/TermsAndCondition>.

### Roadside Assistance Plus

- 6.11 In circumstances where you meet the requirements of sections 6.3 and 6.12, Avis President's Club members will be entitled to free Roadside Assistance Plus for all Qualifying Rentals booked.
- 6.12 The Roadside Assistance Plus benefit is only available:
- 6.12.1 in those countries where Roadside Assistance Plus is made available to customers as an optional extra; and
  - 6.12.2 where you comply with any other applicable provisions relating to the provision of Roadside Assistance Plus as set out in the booking and rental agreement terms you are required to agree to when making a booking and renting a vehicle. These terms can be found at <https://secure.avis.be/en/TermsAndCondition>.

### Vehicle Upgrade

- 6.13 Subject to availability, you meeting the requirements of section 6.4, and the restrictions in section 7 not applying:
- 6.13.1 Avis President's Club members are entitled to a double upgrade on weekends in respect of all Qualifying Rentals (a double upgrade means you will be offered a car two groups above the group you originally booked); and
  - 6.13.2 Avis Preferred Plus and Avis President's Club members are entitled to a single upgrade in respect of all Qualifying Rentals (a single upgrade means that you will be offered a car that is one group higher than the one you originally booked).

### Priority Service

- 6.14 Our priority service benefit is available in all major locations. The number of locations where priority service benefit is available is updated from time to time to reflect operational changes with our business and partner network. If you have any queries on whether priority service is available for your rental, please contact us prior to placing a booking.
- 6.15 When you pick up a Qualifying Rental, our priority service benefit allows you to (where available):
- 6.15.1 complete the pick-up process with more ease, including through the use of dedicated counters, contact free kiosks, at all our major locations; and
  - 6.15.2 prior to pick-up (subject to availability) select your rental vehicle through our "Avis Preferred Mobile Application".
- 6.16 This benefit will be automatically made available to all Avis Preferred customers who make a Qualifying Rental booking. Our Rental Providers provide this benefit at participating rental pick up points on our behalf.
- 6.17 Please note that in circumstances where you are permitted to make contact free collections (to do this, you may be required to provide us with certain information and/or identification documentation in advance of collecting your vehicle), collection of your keys shall be deemed acceptance of the rental agreement terms and conditions applying to your rental (as made available to you prior to collection).

### Avis App

- 6.18 The Avis App allows all Avis Preferred members to make and manage their rental bookings.

### Third Party Partner Offers

- 6.19 Members are entitled to receive a range of preferential benefits, offers and discounts from our third party partners ("**Third Party Partner Offers**"). Details of the benefits currently on offer are available within your Avis Preferred online membership account webpages.
- 6.20 The Third Party Partner Offers made available may change from time to time. We cannot guarantee the ongoing availability of any Third Party Partner Offers made available. We will always look to work with organisations that we feel our Avis Preferred members will enjoy and benefit from. Please check the webpage mentioned above for up to date information on Third Party Partner Offers currently available.
- 6.21 Please note that we are not in any way responsible for any Third Party Partner Offers. A third party partner's inclusion in Avis Preferred is in no way an endorsement or recommendation of the products or services they offer. The benefits, offers and/or

discounts may also be subject to their own terms and conditions, which you will be required to agree to and comply with.

6.22 In order to take advantage of Third Party Partner Offers, you may:

6.22.1 be required to visit third party websites – any links we provide to these websites are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. We have no control over the contents of those sites or resources; and

6.22.2 be required to enter into separate contractual arrangements with the third party partner – we are not party to any such agreements, and we therefore disclaim all liability in relation to the same.

To gain access to the Third Party Partner Offers under Avis Preferred, you are required to provide a unique code to the third party provider. This unique code will be made available to you via your Avis Preferred membership account. The code will be unique to you and cannot be shared with anyone else.

#### Ad-hoc Avis Offers & Promotions

6.23 We may also offer short term offers or promotions. Please note that additional terms and conditions may apply to these offers and promotions, and these will be made available to you at the launch of the relevant offer or promotion, as well as for the full duration of any offer or promotion being run.

### 7. RESTRICTIONS ON THE AVIS PREFERRED MEMBER DISCOUNT AND VEHICLE UPGRADES

7.1 We may need to limit or restrict the number of customers who are able to benefit from the Avis Preferred Member Discount and/or Vehicle Upgrades for certain types of bookings and/or on certain dates. We will always try and publish any limitations or restrictions that may apply to the availability of the Avis Preferred Member Discount as early as possible. These limitations will be prominently made available on [www.avis.be/en](http://www.avis.be/en).

7.2 Reasons we may need to impose restrictions may include, for example:

7.2.1 where we consider (acting reasonably) that groups of customers are disingenuously seeking to exploit or abuse the Avis Preferred Member Discount and or Vehicle Upgrades;

7.2.2 we are required to do so for legal or regulatory reasons; and

7.2.3 where we consider (acting reasonably) that the continued availability of the Avis Preferred Member Discount and/or availability of upgrades may significantly and disproportionately adversely impact the rental services being offered and/or our business (or the business of one of our Rental Providers).

7.3 Unless you are in breach of these terms and conditions, the introduction of any limitations on the availability of the Avis Preferred Member Discount and/or vehicle upgrade will not impact any existing Qualifying Rental bookings which have already been made.

### 8. IMPORTANT TERMS RELATING TO YOUR USE OF AVIS PREFERRED

8.1 Only you are allowed to quote the membership number and access and use your Avis Preferred online membership account.

8.2 You agree to keep your membership number and the password to your online Avis Preferred membership account safe and secure.

8.3 You must confirm your membership number at any time if we ask you for it.

8.4 You must let us know straight away if you become aware of an unauthorised use of your membership. Please notify us at [security2@abg.com](mailto:security2@abg.com). If you do not notify us, your membership may be ended, and you may be held responsible for any losses, liabilities and damages that are incurred as a result of the unauthorised use of your membership.

8.5 Avis Preferred benefits are for your use only, and you cannot give them to anyone else. Any unique codes such as the codes used for Third Party Partner Offers, or those issued for short term offers or promotions Avis run, cannot be shared with anyone else. Sharing of benefits and codes would constitute a breach of these terms and conditions and could result in us ending your Avis Preferred membership.

8.6 Benefits are not redeemable for cash, refundable or exchangeable.

## 9. KEEPING YOUR DETAILS UP TO DATE

9.1 Each time you make a Qualifying Rental you confirm that the information provided on your 'Customer Profile' as shown in your Avis Preferred online membership account is true, accurate and complete. You must let us know of any changes to any of that information, including, for example, any changes relating to your driving licence or credit, debit or payment card details.

9.2 You can notify us of these changes by updating your Customer Profile in your Avis Preferred online membership account. If any details change before or during the rental of the vehicle, you must let the Rental Provider know of such changes straight away.

## 10. OUR RIGHTS TO MAKE CHANGES

### Why we may need to make changes

10.1 We may need to make changes to these terms and conditions or Avis Preferred for various reasons, including, for example:

10.1.1 if we have to make a change to comply with a law or regulation that applies to us;

10.1.2 where the change makes Avis Preferred better for you or we are making these terms and conditions fairer for you;

10.1.3 to protect you or us from fraud or other harmful activity by third parties;

10.1.4 if the way our systems work is changing and this means that we have a good reason to make changes to reflect this;

10.1.5 where we are correcting an obvious mistake in these terms and conditions; and

10.1.6 to keep any of our details up to date.

### How we handle changes depends on the impact of the change on you

10.2 Here's how it works:

10.2.1 where we are amending these terms and conditions and/or Avis Preferred, we will always post a notice of the changes on our website [www.avis.be/en](http://www.avis.be/en):

10.2.2 if the change has no real impact on you or the way Avis Preferred operates, or the change clearly makes Avis Preferred better for you, then the change will

take effect the day after it is posted online and we will not contact you separately; and

- 10.2.3 if section 10.2.2 does not apply, then in addition to the notice referred to in section 10.2.1, we will send you a written notice telling you about the change at least ninety (90) days before the change comes into effect.
- 10.3 If you are not happy with the change, you can end your participation in Avis Preferred by emailing our customer services team and asking to be removed from the program: [customerservice@avis.be](mailto:customerservice@avis.be). If you do not do this before the change comes into effect, then we will assume that you have agreed to the change.
- 10.4 Where you notify us of your decision to end your participation in Avis Preferred in these circumstances, your participation in Avis Preferred shall end on expiry of the relevant notice period we provided you with (i.e. immediately prior to the new changes taking effect). At this time, you will no longer have access to any of the benefits associated with Avis Preferred.
11. COMPLAINTS
- 11.1 If you have any issues or complaints about the benefits associated with your membership of Avis Preferred or with these terms and conditions, please contact our Customer Care Team (who can be contacted at [customerservice@avis.be](mailto:customerservice@avis.be)).
- 11.2 Your legal rights and remedies are not affected by this section 11 or by any other provision in these terms and conditions.
12. YOUR RIGHTS TO END YOUR MEMBERSHIP
- 12.1 You may end your membership at any time by writing to [customerservice@avis.be](mailto:customerservice@avis.be) stating that you no longer wish to be a member of Avis Preferred.
13. OUR RIGHTS TO END YOUR MEMBERSHIP
- 13.1 In addition to any other rights that may be available to us, we reserve the right at any time, in our absolute discretion, to end your membership immediately and/or your right to make a booking using your membership number if you have:
- 13.1.1 committed fraud, misconduct or are given a driving ban;
- 13.1.2 do not comply with these terms and conditions in a serious way; or
- 13.1.3 the email address that you have provided is no longer active.
- 13.2 In such cases Avis will let you know of the reasons for why your membership is being ended.
- 13.3 If we decide to close Avis Preferred completely to all members, we will always try to provide you with a minimum of six (6) months' notice in which you can continue to access Avis Preferred benefits. After expiry of this notice period, your ability to access the Avis Preferred benefits will end.
14. WHAT HAPPENS IF YOUR MEMBERSHIP ENDS
- 14.1 If your membership ends, your Avis Preferred online membership account will be closed, meaning you will no longer be able to access it.
- 14.2 Unless you have acted in breach of these terms and conditions, we will use all reasonable efforts to honour any bookings which you have made under your Avis Preferred account before it ended, and any such bookings remain valid in accordance with these terms and conditions (for example, if you have already made a booking and benefited from an



additional driver, Avis Preferred Member Discount and/or Roadside Assistance Plus, these benefits will remain valid as part of your existing booking).

14.3 Any booking which you make on or after your membership ends will not have the benefit of Avis Preferred.

14.4 Please note that your ability to access and benefit from Third Party Partner Offers may be subject to you being a member of Avis Preferred, which may mean that you will no longer be able to use those offers. Please see any applicable third-party partner terms and conditions for further information.

## 15. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

15.1 If we fail to comply with these terms and conditions, we are responsible for loss or damage that you suffer that is a foreseeable result of our breaking these terms and conditions or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen.

15.2 Please also see sections 6.20 to 6.22 for further details on our liability in relation to Third Party Partner Offers.

15.3 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors, for fraud or fraudulent misrepresentation and for breach of your legal rights.

15.4 We are not liable for business losses. If you use your Membership for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

## 16. HOW WE MAY USE YOUR PERSONAL INFORMATION

16.1 Consent to receive electronic marketing materials is taken at the time of enrolment. We and our Rental Providers may from time to time send you promotional materials by such means, setting out details of Avis services and offers from other companies which we or they believe may be of interest unless you have opted not to be contacted in this way. Any such promotional materials will be sent by us or our Rental Providers. These promotional materials may include materials from third party preferred partners offering preferential benefits, offers and discounts as referenced in section 6.

16.2 We (and our Rental Providers) maintain a record of your personal information to assist in the operation of our businesses. Our Rental Providers operate as part of the "Avis Rent A Car System" and from time to time may share the information provided with other companies (located inside and outside Europe) within the system for transaction processing purposes.

16.3 Our Rental Providers will maintain electronic records of all rental agreements and other transactions that you enter into with them.

16.4 You have the right to access your personal information, to ask for its rectification and to object (at any time without cost) to the use of personal information for direct marketing purposes. Details on how to do any of these things are set out in Avis' Privacy Policy shown at <https://secure.avis.be/en/about-avis/legal-information/privacy-policy>.

16.5 We and our Rental Providers may disclose your personal information if required by relevant legal authorities or for the purposes of debt collection.

16.6 Your personal information will be controlled primarily by Avis Budget UK Limited, Avis Budget EMEA Limited, both of whose registered office is at Avis Budget House, Park Road,

Bracknell, Berkshire, England RG12 2EW and their successors and assigns and other members of the Avis Budget Group.

17. OTHER IMPORTANT TERMS

- 17.1 We may transfer our rights and obligations under these terms and conditions to another organisation, but this will not affect your rights under these terms and conditions. We will contact you to let you know if we plan to do this.
- 17.2 These terms and conditions are between you and us. No other person shall have any rights to enforce any of these terms and conditions.
- 17.3 Each of the sections and paragraphs of these terms and conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining sections and paragraphs will remain in full force and effect.
- 17.4 If we do not insist immediately that you do anything you are required to do under these terms and conditions, or if we delay in taking steps against you in respect of your breaking these terms and conditions, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.
- 17.5 These terms and conditions are governed by the law of Belgium and are subject to the non-exclusive jurisdiction of the courts of Belgium.