First Miles Terms & Conditions

The following provisions shall apply to the First Miles Program. Kindly note that the provisions stated herein form an integral part of the First Gulf Bank General Terms and Conditions and should be read in addition to the same.

Definition:

- **'Card'** means, a Credit Card issued by First Gulf Bank to the Cardholder and includes Primary, Multiple and Supplementary, New, Renewed or Replacement Cards
- **‘Card member’** means all First Gulf Bank customers holding a First Gulf Bank MasterCard and/or Visa Credit Cards as determined by the bank who are eligible to take part in the First Miles Program
- **‘First Mile(s)’** refers to the Air Miles reward loyalty program offered by First Gulf Bank to its eligible Visa & Master Credit Card members for every purchase on their Credit Card
- **‘Service Provider’** refers to the travel services provider for the First Miles Program
- **‘First Miles Program’** means the program that enables Card members to earn and redeem First Miles against travel related services provided by Service Provider

First Miles Program shall be at subject to the Terms and Conditions outlined hereinafter.

Eligibility:

1) In order for a Card member to benefit from First Miles, his/her First Gulf Bank MasterCard and/or Visa Credit Cards as applicable, must be valid and in good standing as per the criteria and standards applied by First Gulf Bank from time to time, including:
   - Any primary, multiple and supplementary card(s) that are issued to the Card member
   - All other accounts, loans and all other services availed with the Bank

2) First Miles accumulated under the Card member’s First Gulf Bank MasterCard and/or Visa Credit Cards account are valid for redemption against travel related services provided by the Service Provider requested by the Card member and, are only redeemable by the Card member if the Card member’s First Gulf Bank MasterCard and/or Visa Credit Card account is operating (i.e. not cancelled or terminated by the Card member or First Gulf Bank) and current (i.e. there are no past due balances on the Card member’s First Gulf Bank MasterCard and/or Visa Card account)
3) The Card member’s First Miles accumulated will be cancelled if the Card member’s First Gulf Bank MasterCard and/or Visa Credit Card account is
   a) Closed; or
   b) Not in good standing in the opinion of First Gulf Bank; or
   c) Has expired; or
   d) A breach of the First Gulf Bank Credit Card Agreement has occurred; or
   e) Any other event, which, in the sole discretion of First Gulf Bank should result in the cancellation of the First Miles.

Earning First Miles:

- For every one US Dollar (or equivalent foreign currency) charged by the Card member to his/her First Gulf Bank MasterCard or Visa Credit Card for the individual purchase of retail goods or services at point of sale, the Card member will be awarded one “First Mile”

- For every one US Dollar (or equivalent foreign currency) charged by the Card member to his/her First Gulf Bank MasterCard or Visa Credit Card for the individual international purchase of retail goods or services at point of sale, the Card member will be awarded two “First Mile”(s)

- First Miles shall be calculated on the amount of eligible retail purchases and rounded down to the nearest first mile. Eligible retail purchases charged by a supplementary card member will be aggregated with retail purchases charged by the primary card member for purpose of calculating amount of First Miles earned

- Over and above the regular program the bank may from time to time launch promotions to offer incremental miles. This will be communicated at time of launch of any such offer

- All transactions charged to a Card member’s First Gulf Bank MasterCard or Visa Credit Cards are eligible for First Miles except for the following:
  a) Credits & Refunds to the First Gulf Bank MasterCard or Visa Credit Card account
  b) Retail Transactions such as Utility bills, Government Transactions, Intra Company purchases, fuel transactions etc.
  c) Transactions that First Gulf Bank decides are disputed, erroneous, unauthorized, illegal and/or fraudulent
  d) Corporate or Company Purchases

First Gulf Bank may, at its sole discretion and without prior notice to the Card member, add to, or remove from the above eligible and non eligible list which shall be final and conclusive
Redemption of First Miles:

- Subject to the provisions of this Agreement particularly “Eligibility”, First Miles awarded to the Card member will be shown in the Card member’s monthly statement and shall be valid for 3 years from the date of issue.

- The Card member may only redeem those First Miles registered and credited to the First Gulf Bank MasterCard and/or Visa Credit Card account of the Card member at the time of making the redemption. Redemption will allowed once the card member accumulates a minimum of 5000 Miles.

- The books and records of First Gulf Bank shall be conclusive evidence in respect of the number of First Miles registered and credited to the Card member’s First Gulf Bank MasterCard and/or Visa Credit Card account.

- Card members can contact the Bank to and select to redeem First Miles against travel related services as decided by the Bank and the Service Provider from time to time at their own discretion.

- The bank may give the Card members all/or one of the below two options at their discretion as an option for First Miles redemption:
  - Complete Redemption – If First Miles are sufficient to avail the travel service requested, equivalent First Miles will be deducted and a service booking shall be made.
  - Part Redemption and Part Card Payment – If the First Miles are not sufficient to avail the travel service requested, the Card member can select this option to partially redeem available First Miles and debit the remaining charges to the First Gulf Bank Visa/Master Credit Card based on banks offering at any specific point of time.

- Any request placed for the redemption of First Miles is subject to First Gulf Bank’s approval and the availability of the requested travel service at the time of placing the redemption order by the Card member, as well as any First Miles Terms & Conditions restrictions applied by the service provider of the redeemed First Miles.

- First Gulf Bank may without prior notice to the Card member withdraw or substitute any of the First Miles for another reward of comparable value or nature.

- Services offered under the First Miles Program, are not exchangeable, or redeemable for cash or credit under any circumstances.
Cancellation/Amendments on Redemption Requests:

- Card members will have to contact the Service Provider to cancel or amend First Mile Redemption requests upon whose confirmation the Bank shall Credit equivalent First Miles back to the Card member’s account and a refund will be arranged for cases where a Card Debit was requested.

- In case of any cancellation fees or amendment fees, the Card member will directly be charged by the Service Provider.

Participation in the Program:

- All existing Card members can switch from First Rewards to the First Miles Program by contacting the Bank and requesting for the same. From the date of approval of any such request placed by the Card member all eligible transactions will start accumulating First Miles instead of First Rewards on the Credit Card.

- The existing First Reward Points accumulated by the Card member cannot be converted to First Miles however will continue to remain valid and can be redeemed at any point of time. Please refer to the First Rewards Terms and Conditions.

Acceptance of Telephonic Instructions:

- The Cardholder authorizes the Bank to accept telephonic Request whenever the Bank receives a telephone call from a person who identifies himself/herself as being the Cardholder.

- The Cardholder agrees that the confirmation by the caller of the Cardholder’s identity, by provision of the personal details required by the Bank, will be sufficient evidence for the Bank to identify the caller and to act upon his/her instructions.

- The Cardholder hereby consents to the recording of such telephone calls by the Bank and accepts such recordings as evidence before a court of Law or any other legal proceedings with regards to First Miles Program.

- The Cardholder authorizes the Bank to accept instructions and/or Request by a letter, internet, IVR, SMS, facsimile, or any other channel introduced by the Bank from time to time.

- The Cardholder agrees that the Bank’s records pertaining to the First Miles Program will be final and binding.
Limitation of Liability:

- First Gulf Bank shall only be responsible for forwarding the Card member’s request for First Miles redemption to the service provider of the travel services.

- First Gulf Bank shall not be liable for any loss of profit, savings, contract, revenue, interest or goodwill or any consequential indirect, incidental, special or punitive loss, damage or expenses or loss of data sustained by the Card member as a result of redeeming the First Mile(s) and/or possessing and/or using the redeemed First Mile(s) nor shall First Gulf Bank be responsible or held liable for any amount payable by the Card member to any third party arising out of the purchase, supply, quality of service, use or otherwise of First Miles, or of any negligence, breach of statutory or other duty on the part of First Gulf Bank and/or the service provider.

- First Gulf Bank is not and shall not be considered at any time as the service provider of the travel services against the redemption of First Miles available under the First Miles Program.

- First Gulf Bank gives no warranty whatsoever (whether expressed or implied) and undertakes no liability in respect of the quality of travel service provided.

- First Gulf Bank shall not undertake any liability for any expense, loss, cost, injury, damage, delay, travel cancellation, accident or any other matter or thing whatsoever (collectively, “Costs”), however suffered or caused (including but not limited to compensatory, incidental, indirect, special, punitive, consequential or exemplary damages or damages for loss of income or profits), directly or indirectly arising out of or related to (i) the First Miles Program or your participation in the First Miles Program; (ii) any failure, delay or decision by us in administering the First Miles Program or amending these Terms and Conditions or the basis on which you can redeem First Miles; (iii) unauthorized use of your Card; (iv) any offer, representation, statement or claim about the First Miles Program, any Supplier or their products or services, made by a Supplier; or (v) the purchase, redemption for or use of any goods or services of the Supplier, including any travel arrangements, whether made available by us, any of our Suppliers or otherwise.

- First Gulf Bank will not be liable for any delay of the service redeemed against the First Miles or crediting of First Miles due to any Force Majeure event including but not limited to system failure, fire, war, earthquakes, etc. or any act of nature or other causes of like character beyond the control of First Gulf Bank or Service provider.
General:

- The Card member shall be deemed to have accepted these Terms and Conditions by enrolling for First Miles Program.

- First Gulf Bank reserves the right, to be exercised at any time and without any prior notice to the Card member, to change the ratio between:
  (a) A First Mile to be awarded; and
  (b) The specified amount charged to the Card member’s First Gulf Bank MasterCard or Visa Credit Card.

- First Gulf Bank reserves the right to disqualify any Card member from further participation in the First Miles Program, if in First Gulf Bank’s sole judgment, that Card member has in any way violated these Terms and Conditions and/or the Terms and Conditions of his/her First Gulf Bank Credit Card Agreement. Suspension and disqualification may result, at First Gulf Bank’s sole discretion, to the cancellation and nullification of all First Miles earned by the Card member.

- Without prejudice to the foregoing, First Gulf Bank reserves its right, to be exercised at any time without prior notice to the Card member, to apply time limitations on the validity of the First Miles earned by the Card member and credited to the Card member’s First Gulf Bank MasterCard and/or Visa Credit Card account. First Gulf Bank shall not process any unprocessed redemption request for First Miles that have been cancelled, despite the fact that such redemption request was received before the Cardmember’s relevant First Miles cancellation.

- First Gulf Bank is and will remain entitled, at any time and without any prior notice or liability to the Card member in any manner whatsoever, to terminate the First Miles Program and/or cancel and/or vary its benefits or features, and/or vary, add to or delete any of the Terms and Conditions outlined herein, and/or withdraw or change the participants of the First Miles Program, and/or modify or limit the value of First Miles and/or the manner of their redemption even though any of such acts may diminish the value of the First Miles already accumulated.

Service Provider Terms & Conditions apply.
First Gulf Bank Credit Card Terms & Conditions apply.