M&S BANK

M&S LOYALTY SCHEME

Terms and conditions

NEW FASHIONED BANKING

The M&S Loyalty Scheme is promoted and operated by Marks and Spencer plc and is a separate arrangement to the matters referred to in, and is provided outside of, the terms of your credit agreement and/or your banking terms with Marks & Spencer Financial Services plc. Marks and Spencer plc does not participate in any provision of credit or banking and is solely responsible for the M&S Loyalty Scheme.

TERMS AND CONDITIONS

These are the terms and conditions which apply to your membership of the Marks and Spencer plc (Marks & Spencer) M&S Loyalty Scheme ('the Scheme') and the allocation of M&S points on purchases made using your M&S Account. 'Account' means an M&S Credit Card, Debit Card, Chargecard or Budgetcard account.

The Scheme enables you to earn M&S points from Marks & Spencer when paying for goods or services, from either Marks & Spencer or a third party, with your M&S Account. The overall price paid remains the same whether you participate in the Scheme or not.

1. The Scheme is promoted by Marks & Spencer ('we') and is available to all persons who submit a completed application form and are accepted for an Account or to whom we make the Scheme available.
2. The Scheme is only available to Accounts with a UK, Channel Islands, Isle of Man (IoM) or BFPO address.
3. Membership of the Scheme is entirely at our discretion, and accordingly, we reserve the right to refuse any applications.

M&S points

4. M&S points will be allocated at the following rate:
   a. For Marks & Spencer stores in the UK, Channel Islands or IoM on qualifying retail purchases, Account holders will earn one point for each full £1 spent.
   b. Points allocation for Marks & Spencer Financial Services plc products will be notified as appropriate.
   c. All M&S Credit Card spend other than as set out above shall receive one point for each full £5 spent.
   d. No points will be allocated for M&S Debit Card spend outside of Marks & Spencer UK, Channel Islands or IoM.
5. M&S points cannot be earned on cash advances/withdrawals, balance transfers, interest charges, M&S Travel Money, foreign exchange purchases, M&S reward vouchers or on other items we decide not to include in the Scheme at our absolute discretion.
6. We may from time to time offer you M&S bonus points for specific promotions, subject to availability, but you will always be advised of the bonus points when the offer is made. M&S bonus points are not currently available to be earned in Marks & Spencer Outlet stores or in other outlets except as expressly notified to you when the bonus points offer is made.
7. Where a minimum spend threshold is stipulated in order to receive M&S bonus points, the threshold amount must be debited to the Account, ie after discounts and all other permissible deductions, including other payment methods, have been taken into account.
8. Spend on purchases made overseas will be converted to a sterling value in accordance with your Account terms and conditions so that M&S points can be allocated in the Scheme.
9. We reserve the right to vary the M&S points available, and the rate at which points will be allocated, from time to time or to cease to offer M&S points. Any change will be notified by the display of notices in our stores, advised to you in reward mailings, or in writing or by advertising in at least three national newspapers.
10. M&S points cannot be exchanged for cash, gift vouchers or gift cards. M&S points and reward or bonus vouchers cannot be transferred from one person or Account to another unless specifically notified and agreed by us.
11. You may not be able to earn or redeem any M&S points whilst you are in breach of your Account terms and conditions. Where we believe that there has been a breach of your notified Account terms and conditions, we may withdraw M&S points

already allocated and/or remove you from the Scheme, at our discretion.

12. M&S points will only be added in relation to a valid Account at the time that purchases are applied to your Account or may be added at our discretion within the rules laid down by this and other Schemes as may be notified from time to time.

M&S reward vouchers

13. M&S points will be converted to M&S reward vouchers at the end of the collection period and sent to you. Any M&S points not converted to M&S reward vouchers will be carried over until the next M&S reward vouchers award date and will be shown on your reward statement. Collection periods will be approximately every three months, or as notified.

14. Depending on the types of M&S Accounts you hold, all points you earn under the M&S Loyalty Scheme may be aggregated and presented as a total points balance. For further information, please refer to your separate banking terms if applicable.

15. We reserve the right not to send Account holders a mailing in the event that the points balance has not changed from the previous statement, or insufficient points have been earned to generate reward vouchers. Minimum reward value is £1, equal to 100 points, and the minimum reward level mailed each collection period will be at our discretion.

16. M&S reward vouchers will be valid for the dates shown on the M&S reward voucher(s). M&S reward vouchers that are presented after the expiry date stated will not be valid, unless specifically agreed by us. M&S reward vouchers may only be redeemed against Marks & Spencer product ranges, services in Marks & Spencer stores and other selected Marks & Spencer products.

17. No change will be given where purchase is less than the face value of the voucher.

18. M&S reward vouchers are valid in all Marks & Spencer stores in the United Kingdom, Channel Islands and IoM. We will notify you in your regular reward mailing in the event that the opportunities for redemption of the M&S reward vouchers are amended.

19. M&S reward vouchers cannot be redeemed against the purchase of M&S gift vouchers, gift cards, M&S Travel Money, foreign exchange purchases, cash advances/withdrawals, lottery tickets or via the Marks & Spencer website or any catalogue or other publication, unless we notify you otherwise. M&S reward vouchers cannot be used to pay your M&S Account.

20. We reserve the right to substitute or remove product ranges/services/offers available for redemption using M&S reward vouchers at any time without notice.

21. We cannot be responsible for any loss of M&S reward vouchers once despatched to you.

Refunds

22. If a Marks & Spencer product is obtained solely using M&S reward vouchers any refund will be given in credit vouchers. No cash refunds will be given in these circumstances. Where applicable, credit vouchers will be refunded to equal the value of M&S reward vouchers originally tendered.

23. If you change your mind about a product purchased using your Account, you should present your Account card with the returned goods so that any M&S points awarded for the original sale can be deducted from the Account. If your purchase qualified for bonus points and the refund breaks the original promotional criteria then the bonus points earned in the original transaction will be deducted. If a refund is completed after reward vouchers have been issued, then points earned in the original transaction will be deducted and the points balance on an Account may become a negative value.

General

24. Your membership of the M&S Scheme starts when your Account is opened, or when we determine the Scheme is available to you and ends when your Account is closed or when we determine that the Scheme

is no longer in operation. This Scheme is operated by Marks and Spencer plc.

25. All products featured in the reward mailings are subject to availability, and prices in the Channel Islands, IoM and selected other stores may differ from those printed in the reward mailings.
26. We reserve the right to withdraw or cancel the Scheme at any time giving Account holders seven days' notice in writing.
27. We reserve the right to change or amend the terms and conditions of the Scheme. Any changes will be notified by the display of notices in our stores, advised in writing or advertised in at least three national newspapers.
28. A copy of the latest terms and conditions of the Scheme can be obtained from M&S Loyalty Scheme, Marks & Spencer Financial Services plc, Chester CH99 9LZ. Marks & Spencer Financial Services plc is a wholly owned subsidiary of HSBC Bank plc. Registered office: Kings Meadow, Chester CH99 9FB.
29. We reserve the right to take any appropriate action where the Account holder has breached the terms and conditions of any Marks & Spencer Financial Services plc product or the M&S Loyalty Scheme.
30. In the case of dispute, the decision of Marks & Spencer shall be final.
31. Should you lose or accidentally disclose your Account number or mislay your Account card, you should contact us immediately. Please make sure your Account name and address are kept up-to-date and accurate to minimise security risks. We cannot be responsible for non-receipt of M&S reward vouchers or post sent by us. We recommend that you use recorded delivery when sending important documentation to us.
32. These terms and conditions do not affect your legal rights.

M&S Loyalty Scheme data policy

I understand that membership of the M&S Loyalty Scheme will mean that members of the Marks and Spencer Group and other approved organisations may use transactional data on my Account for the purposes of analysis and so that specific M&S loyalty offers may be made to me. I may opt out of receiving M&S Loyalty Scheme communications at any time by contacting 0345 900 0900 and I acknowledge that this will result in my membership of the M&S Loyalty Scheme ending.

Marks and Spencer plc. Registered office: Waterside House, 35 North Wharf Road, London W2 1NW. Registered No. 2114436 (England and Wales).

Please call 0345 900 0900 if you would like to receive this information in an alternative format such as large print, Braille or audio.

Calls may be recorded for security, training and monitoring purposes. 03 numbers are charged at the same rate as a standard 01 or 02 landline number, even when calling from a mobile. Calls to 03 numbers will normally be part of any inclusive minutes provided with phone packages. You should check this with your service provider.

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