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Terms and Conditions

THANK YOU  
FROM COUTTS

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*Coutts*

# THANK YOU FROM COUTTS

## Eligibility

1. The THANK YOU FROM COUTTS reward programme (the '**Programme**') is operated by Coutts & Co (the '**Bank**'). The Programme is available automatically to all individuals who are 18 years of age or above and hold a private current account with the Bank (a '**Current Account**') unless excluded under condition 2 below. If you meet the above criteria you will be automatically enrolled as a member of the Programme ('**Member**') and will be able to access your membership ('**Membership**') by logging into Coutts Online via [coutts.com](http://coutts.com). Members who do not have access to Coutts Online can also manage their Membership by calling Coutts 24 ('**C24**') on +44(0)20 7309 0045. Members can elect to be removed from the Programme at any time by calling C24.
2. The Bank may exclude a Member from the Programme if the Member breaches these Terms and Conditions, the Bank's credit or charge card terms or any terms relating to the Current Account. If a Member is excluded from the Programme all Crowns (see condition 5) accrued shall be cancelled, no further Crowns shall accrue and any existing entitlement to a Reward (see condition 14) shall lapse. The Bank will notify Members if they are excluded from the Programme as soon as reasonably possible.
3. If a Member's Current Account is closed for any reason (whether by the Member or the Bank) or a Member has switched their Current Account, Membership of the Programme will be cancelled from and including the date that the Current Account is closed or switched. On cancellation of Membership of the Programme, all Crowns (see condition 5) accrued shall be cancelled and cannot be redeemed, no further Crowns shall accrue and any existing entitlement to a Reward (see condition 14) shall lapse.
4. In relation to credit and charge cards, additional cardholders are not entitled to claim Rewards under the Programme (in respect of their spend as an additional cardholder) and shall have no

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rights under the Contracts (Rights of Third Parties) Act 1999 in respect of the Programme and these Terms and Conditions. However, if authorised to do so by an appropriate bank mandate, additional cardholders may select Rewards on behalf of the principal cardholder by calling C24.

### Qualifying Spend

5. Members will earn Coutts Crowns ('**Crowns**') for Qualifying Spend on their credit or charge cards held with the Bank, with all Crowns earned via any additional credit or charge cards being awarded to the principal cardholder (and based on the principal cardholder's '**Crown Earn Rate**'). Members will also earn Crowns for their Qualifying Spend on their debit card linked to their Current Account if they are a Coutts credit or charge cardholder. If a Member closes their credit or charge card, any spend on their debit card from and including the date that the card is closed will no longer be counted as Qualifying Spend. Payments for goods or services (excluding transactions referred to in condition 6) made using a credit or charge card, or (where applicable) a debit card, will qualify to earn Crowns for the Programme (as '**Qualifying Spend**'). These include payments made using any additional credit or charge cards which will be awarded to the principal cardholder. Where a Member is an additional cardholder in respect of another Member's

credit or charge card, the additional cardholder will be entitled to earn Crowns in respect of any Qualifying Spend on their own debit card (notwithstanding that the Member may not be a principal cardholder of a credit or charge card).

6. Qualifying Spend excludes any transaction where the Member or an additional cardholder withdraws cash or purchases foreign currency, travellers' cheques or prepaid voucher/cards by using a credit, charge or debit card. Balance transfers, interest, charges, any payment made by electronic money transfer (including Direct Debits and standing orders) and gambling are also excluded, including transactions which are subsequently returned, refunded or cancelled (For the avoidance of any doubt, Crowns will only be awarded on qualifying transactions that relate to the purchase of goods or services. Therefore, any investments, deposits, tax payments and/or the repayment of debt will not be counted as Qualifying Spend).

### Crown Earn Rate

7. Members (as standard) will earn 1 Crown for each £1 (or currency equivalent) of Qualifying Spend. Members may also become eligible to earn Crowns at an accelerated rate, based on the average value of combined assets and liabilities held under their sole and/or joint names(s) with the Bank. The average value of combined assets and liabilities will be calculated

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quarterly on the last day of February, May, August and November based on the Member's (1) deposit balances, (2) Borrowings (as defined below) and (3) the value of Qualifying Investments (as defined below) on the last day of each month in the quarter.

For the avoidance of doubt, only assets and liabilities that are held with the Bank under the Member's personal name (solely or jointly) will be included when calculating a Member's combined assets and liabilities.

**Borrowings** means the absolute value of borrowings including Coutts and Coutts NatWest Mortgages (excluding overdrafts and outstanding credit and charge card balances) drawn down at the point of calculation. For example, if a Member has £1,000,000 outstanding on a mortgage account, the Bank will add £1,000,000 to the sum of the deposit balances and Qualifying Investments when calculating combined assets and liabilities.

### Qualifying Investments

Investments qualifying under one of the following sub-paragraphs will not be recounted under any other sub-paragraph.

#### INCLUDES:

- (i) investments that the Bank manages through either a discretionary or advisory portfolio relationship
- (ii) the Bank's in-house CMAF and PPF fund ranges

- (iii) investments placed through Coutts Invest
- (iv) investments placed through our Execution Only Dealing Service or any other investment products held in custody with us
- (v) investments held in a Stocks and Shares ISA
- (vi) investments held in a SIPP (self invested pension plan)
- (vii) investments in pension funds held individually as a private client
- (viii) investments in offshore bonds held individually as a private client

#### EXCLUDES:

- (i) assets and liabilities held in trusts and other vehicles owned either legally and/or beneficially by the Member.

The Member's applicable earn rate for the Programme will be calculated based on the following criteria each quarter:

<b>Average value of combined assets and liabilities during applicable quarter</b>	<b>Earn Rate (applicable to following quarter)</b>
£0 – £999,999 (or currency equivalent)	1 Crown per £1
£1m – £2,999,999 (or currency equivalent)	1.25 Crowns per £1
£3m + (or currency equivalent)	1.5 Crowns per £1

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### **Bonus Crowns**

8. The Bank (at its absolute discretion) may also award Crowns to Members from time to time (**'Bonus Crowns'**). Bonus Crowns may be linked to specific products or campaigns and may be awarded to all Members of the Programme or to individual Member(s) at the Bank's election. Bonus Crowns are discretionary and the Bank's decision on the award of Bonus Crowns is final. Therefore, the Bank will not enter into any discussion or correspondence relating to a Member's entitlement to Bonus Crowns. Any Reference to 'Crowns' in these Terms and Conditions includes 'Bonus Crowns'.
9. Subject to condition 10, Crowns will accrue during each 12-month period starting on 1 October of each year (an **'Account Year'**). At the end of the Account Year the Member's Crowns balance will continue to accrue in respect of a new Account Year, and Members will have five years to redeem any Crowns accrued in the previous Account Year (see condition 18). When a new Member joins the Programme, their first Membership Year will start on the date that they become a Member (usually the date that the Member opens a Current Account) and will end on the 30 September following that start date.
10. Qualifying Spend will be attributed to the Membership Year in which it is posted to the credit or charge card account or Current Account as shown on the account statements. It is important to note that third party

payment processing times may mean that payments made at the end of a Membership Year are not posted to an account (and processed as Qualifying Spend) until the following Membership Year.

11. The Bank may, at its discretion, exclude from Qualifying Spend any payment which is made in any month in which the Member is in breach of the terms and conditions of their credit or charge card or Current Account.
12. Members will be able to access their Membership and monitor their Crowns balance via Coutts Online or by calling C24. The Bank may elect to send notifications to Members from time to time; however the onus will remain on each Member to monitor their own balance and timelines for usage.

### **Transfers**

13. A Member may elect at any time to transfer some or all of their accrued Crowns to another Member of the Programme. Multiple transfers can be made. The election can be made by the Member via Coutts Online or by calling C24. The Member will be required to provide the receiving Member's membership number, (the Bank cannot provide this) and must have obtained the receiving Member's consent to receive the Crowns. Once a Member elects to transfer their Crowns to another Member, those Crowns will be directed to the receiving Member and the giving Member will lose all rights

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to those Crowns and will not be able to track, trace or reclaim those Crowns under any circumstances. If a receiving Member wishes to return the Crowns they have been given they can do so by following the transfer process. Members are solely responsible for providing the correct membership number when electing to transfer Crowns to another Member and the Bank is not required to redirect Crowns where an incorrect membership number is provided. The original expiry date of any transferred Crowns will remain the same. When transferring Crowns to another Member, any Crowns accrued in the previous Membership Year(s) will be transferred ahead of any Crowns accrued in the current Membership Year.

### Rewards

14. Members can exchange Crowns for rewards (a ‘**Reward**’) once their Crowns balance in any single Membership Year reaches 25,000 (‘**Minimum Crown Threshold**’).
15. Members must regularly monitor their Crowns balance as the Bank will not notify Members each time they become entitled to a Reward.
16. Once entitled to a Reward, the Member can select a Reward from the list available at the time of the selection. Details of available Rewards and the companies who supply the Rewards can be accessed when logged in to your Membership or can be obtained by calling C24. Rewards can be withdrawn or replaced at any time

and Reward selections are always subject to availability. During busy periods, such as towards the end of a Membership Year or during peak holiday times, Reward availability can change quickly.

17. Please note that once a Reward is selected, Members are not able to cancel, change or alter their Reward selection.
18. Members must select their Reward(s) no later than five years after the end of the Membership Year in which the Crowns were awarded. The Membership Year ends on 30 September, meaning Reward(s) must be selected no later than 22:59 five years later. Should Members fail to use their Crowns within this five year period their entitlement to these Crowns will lapse at 23:00 on the 30 September each year and annually thereafter:

<b>Membership Year (1 October – 30 September)</b>	<b>Crowns Expiry Date</b>
2021/2022	30 September 2027
2022/2023	30 September 2028
2023/2024	30 September 2029
2024/2025	30 September 2030

During the five years before expiry on 30 September, Members may choose to combine Crowns accrued in the previous Membership Year(s) with any Crowns accrued in the new Membership Year (which runs from 1 October to 30 September of the following year) when selecting a Reward.

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19. No cash alternatives to Rewards selected will be offered under any circumstances.
  20. Rewards will be provided directly by the relevant supplier (and paid for by the Bank). Any image shown of a Reward may not always reflect the exact product received and the Bank shall have no responsibility for the quality, standard or provision of the Reward by the supplier. Members should carefully review the terms and conditions of the supplier in respect of their Reward selection(s). If a supplier becomes or is likely to become insolvent, has an administrator or liquidator appointed or is subject to a similar event, any Rewards or vouchers selected as Rewards may be invalid. In these circumstances, the Bank is under no obligation to replace or exchange any previously issued Rewards or vouchers. In addition, the Bank is not responsible if any vouchers selected as Rewards are damaged, altered, defaced, cancelled, not delivered, lost, have expired or cannot be redeemed for any reason whatsoever. Members must raise any issues relating to Rewards selected or vouchers directly with the supplier. If the supplier fails to deliver the selected Reward, the Member must notify the supplier within eight weeks of the Member's Reward selection. Suppliers will not be treated as agents of the Bank nor will the Bank be treated as agents of the suppliers for any purpose.
  21. From time to time, supplier discounts and offers may be made available to Members. These are subject to change and the Bank shall have no responsibility for the quality, standard or provision of the discount or offer by the supplier. Suppliers will not be treated as agents of the Bank nor will the Bank be treated as agent of the suppliers for any purpose.
  22. Overseas delivery is not available on some Rewards or may be subject to additional charges (where available). The provision of Rewards by a supplier is subject to the relevant supplier's then current terms and conditions which can be obtained by contacting the supplier. All supplier details and terms and conditions can be found via Coutts Online or by calling C24.
  23. If a Member dies, the Member will not accrue any further Crowns and that Member's entitlement to Rewards which have already arisen will expire immediately. However, the Bank may (at its absolute discretion) choose to transfer a Member's Crowns to a surviving spouse, partner or family member, (who is also a Member of the Programme). However, the Bank is under no obligation to do so.
- Miscellaneous**
24. The Bank reserves the right to vary these Terms and Conditions or to terminate or change the Programme at any time provided that the

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- Member is given at least 30 days' notice of any detrimental variation or termination before the change comes into effect. Where a change or variation is not detrimental to the Member, the change will take effect immediately and the Bank will notify the Member of the change at the earliest opportunity. If the Programme is terminated the Member shall have no rights or entitlements in respect of Crowns or Qualifying Spend below the current Minimum Crown Thresholds, but the Bank will honour any entitlements to Rewards which have already arisen.
25. If a Member suffers any loss as a result of this Programme or the Bank breaching these Terms and Conditions, the Bank's liability shall be limited to the cash value of any Reward supplied or which the Member would have been entitled to claim had the Bank not breached these Terms and Conditions. These Terms and Conditions do not exclude or limit the Bank's liability for death or personal injury caused by its negligence and do not purport to exclude or limit any liability which cannot be excluded or limited by law.
26. These Terms and Conditions govern the Programme and are additional to the terms and conditions of use for any credit or charge card or Current Account and our Online Services Terms.
27. These Terms and Conditions will prevail in the event of any conflict or inconsistency with any other communications, including advertising or promotional materials, and they do not affect the statutory rights of Members.
28. If the Bank sells or transfers the Programme or subcontracts the management or operation of the Programme it may transfer all of its rights and obligations under these Terms and Conditions without any consent from the Members.

### Governing law

29. If a Member lives in Scotland, Scots law governs these Terms and Conditions and the Scottish courts have non-exclusive jurisdiction. If a Member lives elsewhere, English law governs these Terms and Conditions and the English courts have non-exclusive jurisdiction.

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