

# **Expedia® Rewards Terms and Conditions**

Last Revised: 2<sup>nd</sup> November 2021  
Applicable from 1st February 2022

Expedia Rewards ('Programme') is offered to Expedia.de and Expedia Germany app customers at the sole discretion of Expedia, Inc. ('Expedia'), and is open only to individuals who are eighteen (18) years of age and older, have a valid email address and have enrolled in the Programme ('Member(s)'). By participating in the Programme, Members can earn Points for booking and completing eligible travel through the Expedia Site; and can redeem available Points towards Redemption Rewards, subject to their availability and these Terms and Conditions. The terms 'you' and 'your' throughout these Terms and Conditions refer to any Member.

## **Acceptance of these Terms and Conditions**

Your continued participation in the Programme as a Member constitutes your acceptance of these Terms and Conditions. The version of these Terms and Conditions that are currently on the website available at [www.expedia.de/lp/b/exp-rewards-terms](http://www.expedia.de/lp/b/exp-rewards-terms), will apply until 31st January 2022 and will supersede all previous versions of these Terms and Conditions. These new updated Terms and Conditions will apply from 1st February 2021.

Membership in the Programme is void if prohibited by law in the state or country of the Member's residence, and these Terms and Conditions are subject to change as may be necessary to comply with such laws or regulations.

## **Changes to these Terms and Conditions**

From time to time Expedia may make changes to these Terms and Conditions. We will always endeavour to provide you with notice of any material changes prior to the changes coming into effect. The table below sets out some important information about the notices we will provide for different types of changes:

Change	Notification Period
A material change to the Terms and Conditions that substantially limits (a) the way Points are earned or redeemed by Members (or any membership tier); or (b) Programme Benefits for Members (or any membership tier)	At any time by giving Members at least 90 days' written notice
Any other changes to the Terms and Conditions	<p>At any time without prior notice to Members where the changes are beneficial to you or would not have a material impact on you. These changes will apply from the date that they are published on <a href="https://www.expedia.de/lp/b/exp-rewards-terms">https://www.expedia.de/lp/b/exp-rewards-terms</a>.</p> <p>For all other changes, at any time by giving you written notice.</p>

We will send any written notices to the contact details you have provided to us for your Account. You are responsible for updating your contact details if and when they change. Your continued participation in the Programme as a Member following the above notice periods constitutes your acceptance of the notified changes to these Terms and Conditions.

**Improper Member Activity**

Expedia reserves the right to disqualify any Member it finds to be tampering with the operation of the Programme or to be acting in breach of these Terms and Conditions or in a fraudulent or deceptive manner. Any attempt by any Member to undermine the legitimate operation of the Programme may be a breach of criminal and civil law, and, should such an attempt be made or

threatened, Expedia reserves the right to seek damages from any such person to the fullest extent permitted by law.

Expedia has the right to monitor all Account activity for compliance with these Terms and Conditions. If Expedia has reasonable grounds to believe your Account shows signs of fraud, abuse, improper conduct or suspicious activity (collectively, '**Improper Activity**'), may close or freeze your Account immediately, and where such Improper Activity is found to have occurred, you may lose your accumulated Points or Redemption Reward(s). If you have conducted any Improper Activity, Expedia reserves the right to take any necessary legal action and may have grounds to confiscate any Redemption Rewards as a result of such activity. In addition, you may be liable for monetary losses to Expedia, including litigation costs and damages, and you will not be allowed to participate in the Programme in the future. Eligible Bookings discovered to be related to Improper Activity will have their Points rescinded, and the Account associated with such activity will be frozen from further Point earning or redemption activity. To contest freezing of an account, the rescinding of Points or confiscation of Redemption Rewards, please contact [the Customer Service Centre](#) using the links on this page.

### **Liability**

In respect to damages you may suffer in connection with your membership in the Program the following applies: Liability is not limited in cases of intent and gross negligence and in the case of the granting of a guarantee. Liability for damage resulting from injury to life, body and health is not limited even in the case of slight negligence. In the event of a breach of essential contractual obligations due to slight negligence, liability shall be limited to foreseeable, typically occurring damage to property and assets. Essential contractual obligations are those which are delegated to a party in accordance with the purpose of the program or which enable the implementation of these General Terms and Conditions in the first place or on which the party can rely on a regular basis. Any further liability for damages is excluded – with the exception of claims under the Product Liability Act.

### **Suspension and termination of these Terms and Conditions**

To the fullest extent permitted by law and considering your interests, Expedia reserves the right to suspend the availability of, or terminate the Program to

any person, at any time, for any or no reason, with prior reasonable written notice.

The Program has no predetermined termination date. It may continue until such time as Expedia decides to terminate the Program. Expedia may terminate the Program at any time with ninety (90) days' notice. Upon termination, you will have ninety (90) days from the date Program termination is announced to use available points remaining in your account. After that date, any points will be forfeited without compensation.

### **Privacy**

It is a condition of membership to the Programme that a Member consents and authorises Expedia to collect, use and disclose the personal information collected by Expedia in accordance with the Privacy Statement available at [www.expedia.de/privacy](http://www.expedia.de/privacy) and all applicable privacy and data protection laws.

### **Marketing**

Where Expedia wishes to market its products or services to you, Expedia will do so only after obtaining your prior consent. If you are receiving promotional information and do not wish to receive this information any longer, please contact the [Customer Service Centre](#) to request to be removed from the marketing list, or use the unsubscribe facilities included in Expedia's marketing communications. Expedia will address such a request as soon as reasonably possible, but in any event less than 30 days after such a request is received.

### **Definitions**

**'Account'** means an account whereby a username and password is created with Expedia enabling access to Expedia Rewards.

**'Base Points'** are the core points that can be earned as part of the Expedia Rewards Programme in accordance with the Terms and Conditions. Base points are earned for Eligible Bookings.

**'Bonus Points'** are additional Points earned in the Programme and can be earned as a result of:

(a) **promotional bonus point offers** for special promotions offered to Members from time to time (the conditions attaching to such promotions to be provided at the time of promotion); or

(b) **bonus point offers** which are offered to Members from time to time as benefits of Expedia Rewards and may include benefits such as additional bonus points earned with a particular membership tier, additional bonus points earned when booking via the Expedia App, or when booking VIP Access properties. These bonus point offers will be listed under the relevant tier benefits [found here](#).

**‘Completed Travel’** means that the Member, or other travellers booked under the Account, must have completed the stay in Eligible Hotel or Eligible Accommodation Rental, flown on the Eligible Flight, used the Eligible Car, used the ticket(s) for the Eligible Activity or completed the Eligible Package.

**‘Euro’** or **‘€’** means Euro.

**‘Eligible Accommodation Rental’** means a stand-alone booking of accommodation as an alternative to a hotel such as a furnished apartment, house, villa or professionally managed resort-condominium complex booked on the Expedia Site that is completed by the Expedia Rewards Member or not cancelled.

**‘Eligible Activities’** means any pre-paid, stand-alone activities booked on the Expedia Site that are completed by the Expedia Rewards Member or not cancelled.

**‘Eligible Booking’** means a booking for any Eligible Activities, Eligible Flight, Eligible Hotel, Eligible Car, Eligible Accommodation Rental and Eligible Package on the Expedia Site.

**‘Eligible Car’** means any pre-paid, stand-alone car hire booked on the Expedia Site that is completed by the Expedia Rewards Member or not cancelled.

**‘Eligible Flight’** means any stand-alone flight (or flights) booked on the Expedia Site in one booking that is completed by the Expedia Rewards Member or not cancelled.

**‘Eligible Hotel’** means any pre-paid, stand-alone hotel booked on the Expedia Site that is completed by the Expedia Rewards Member or not cancelled.

**‘Eligible Package’** means any pre-paid Hotel + Flight, Hotel + Car, Hotel + Flight + Car and Flight + Car booked together on the Expedia Site that is completed by the Expedia Rewards Member and is not an Excluded Package and/or not cancelled.

**‘Excluded Package’** means one or any of the following: (a) a package holiday booked through the ‘All-inclusive holidays’ tab on the Expedia Site, (b) a package holiday booked on <https://pauschalreisen.expedia.de> , or (c) a package type listed under Non-Eligible Bookings.

**‘Expedia Site’** means Expedia.de or the Expedia Germany mobile app.

**‘Eligible Tier Booking’** means an Eligible Booking which qualifies for a Trip Element.

**‘Pay-Now’** means selecting the ‘Pay-Now’ option at checkout prior to completing your Eligible Booking. If you select the ‘Pay-Now’ option, Expedia will charge the amount to your preferred payment method in Euros immediately less any Expedia Rewards Points or coupons applied at checkout.

**‘Points’** are earned as a part of Expedia Rewards in accordance with the Terms and Conditions and can mean Base Points, Bonus Points or a combination of both. Points can be earned for making Eligible Bookings as well as for bonus point offers.

**‘Programme Benefits’** means the additional benefits a customer receives by being part of Expedia Rewards as set out [here](#) and updated from time to time.

**‘Property’** means Eligible Accommodation Rental and/or Eligible Hotel.

**‘Redemption Reward’** means a booking on the Expedia Site that can be paid for (or partially paid for) by the redemption of Points or a Reward Coupon by a Member under these Terms and Conditions. Every 100 points earned can be used to get €1 off future eligible redemptions.

**'Trip Elements'** is a method for calculating progress towards your tier.

## **Membership of the Programme**

To earn Points for an Eligible Booking, you must be a Member of the Programme prior to making an Eligible Booking and be signed in to your Account at the time of making the Eligible Booking. No Points will be earned for bookings made on the Expedia Site when you are not signed into your Account or if you create an Account after booking but before travel is completed. As a Member of the Programme, you will receive certain Account-related updates such as your Points statement or tier status.

Members may close their Account at any time by calling the Customer Service Centre. Your ability to earn and redeem Points and claim any Programme Benefits will be suspended after the closure of your Account. If you close your Account, you will no longer have access to your profile or access to your account statement information, no Points will accumulate on future bookings, and any accumulated Points will be unavailable to be used for Redemption Rewards and will expire immediately from the date of closure. You will not be able to reactivate a closed Account. If you want to join the Programme again in the future you will need to create a new account.

## **Earning Points**

Points can only be earned by the owner of the Account through which any Eligible Booking is made. Additional individuals named as travellers on the itinerary will not earn Points. If you are booking a trip for another individual as a travel arranger using the Arranger Settings in your Expedia account, the individual's account you are using to book the travel will earn Points for the Eligible Booking only if their Account is enrolled in the Programme and they have an active Account.

After making an Eligible Booking, the anticipated number of Points to be earned will be held in pending status. The number of pending Points calculated at the time of making an Eligible Booking is based on the details of the itinerary booked. Changes or cancellations to the booked itinerary may result in differences between the anticipated number of pending Points and

the actual number of Points earned for that itinerary. Pending Points are not eligible to be used for Redemption Rewards. For pending Points to move from pending to available status, the Eligible Booking must result in Completed Travel and Points will be available in your Account based on the time periods identified in the Posting/Reconciliation chart below. Once in available status, Points are eligible to be used by the Member towards a Redemption Reward(s).

No Points will be earned for change or cancellation fees imposed by suppliers.

If you use a coupon when making an Eligible Booking, the value of the coupon will be deducted prior to calculating the Points. If any additional amounts are payable to the travel supplier at the time of travel, check-in or check-out (such as city tax or a resort fee) such amounts will not be included when calculating the Points (even where such amount is included in the total displayed when booking).

Where a booking is made with any Points or Reward Coupon, a Member is not eligible to earn Points or Bonus Points on that portion of the booking.

Expedia reserves the right to rescind or cancel at any time any pending or available Points that were earned for non-Completed Travel.

Points will be rescinded or cancelled in cases where a Member receives a refund or credit, from either Expedia, a supplier, financial institution or card issuer. Where a Member receives a partial refund or credit from either Expedia or a supplier due to a cancellation within a penalty window, no Points will be earned. Where a Member receives a partial refund or credit from either Expedia or a supplier and Points were redeemed to pay in part or in full for the Eligible Booking, the Points used will be reinstated to the Member's Account. Points earned pursuant to fraudulent, sham activity or falsified information will be rescinded or cancelled by Expedia.

If your Account does not reflect the correct number of Points that you should have earned as determined by Expedia, Expedia reserves the right to notify you of the inaccuracy, and to adjust your Points balance to correct the inaccuracy. If you believe your Account has been the subject of any suspicious activity, please contact the [Customer Service Centre](#) immediately. If it is

determined you have been the victim of a fraud, the Points you have earned may be transferred to a new account.

Your Points balance and redemption activity can be accessed on your Expedia Rewards Activity page. Points and Programme Benefits have no cash value and may not be transferred to another Account/Member or redeemed for cash. Points may not be assigned, sold, transferred and/or pledged by you to any third party. You have no property rights or other legal interests in Points. You are responsible for any personal tax liability that may be related to participation in the Programme and redemption of any rewards.

If you believe you did not receive the correct number of Points for an Eligible Booking, you must contact the [Customer Service Centre](#) within one hundred eighty (180) days from the date of Completed Travel. Expedia (acting reasonably) will make the final determination as to whether Points adjustments of any kind are justified for the travel in question. In no event will any Points manually be moved from pending to available status sooner than the time period identified in the Points Posting/Reconciliation chart below.

### **Point Posting/Reconciliation**

Upon making an Eligible Booking the anticipated number of Points to be earned are held in pending status until an Eligible Booking becomes Completed Travel and payment has been confirmed. See chart below for length of time it may take for Points to move from pending to available status.

<b>Eligible Booking</b>	<b>Point Confirmation Timing</b>
Flights	30 days after Completed Travel
Packages <ul style="list-style-type: none"><li>• Flight + Hotel</li><li>• Flight + Car</li></ul>	30 days after Completed Travel

<ul style="list-style-type: none"> <li>• Hotel + Flight + Car</li> <li>• Hotel + Car</li> </ul>	
Hotel paid at time of booking ('Pay Now')	30 days after Completed Travel
Hotel paid at time of stay ('Pay Later')	35 days after Completed Travel
Accommodation Rental ('Pay Now')	30 days after Completed Travel
Accommodation Rental ('Pay Later')	35 days after Completed Travel
Car	Up to 90 days after Completed Travel
Activities	30 days after Completed Travel

## Earning Base Points

Points will be earned at the rates specified from time to time on the Expedia Rewards Benefits page located at [www.expedia.de/lp/b/exp-rewards-faq](http://www.expedia.de/lp/b/exp-rewards-faq)

Points can be earned by making an Eligible Booking on the Expedia Site when signed in to your Account as follows:

- Eligible Flights

Earn one (1) Base Point for every five (5) Euros spent on Eligible Flight Bookings booked through the Expedia Site when signed in to your Account

- Eligible Bookings (non-flight)

Earn one (1) Base Point for every one (1) Euro spent on the following Eligible Bookings booked through the Expedia Site when signed in to your Account:

- Eligible Hotels

**Additional hotel terms:** Points will be calculated based on the amount paid, including taxes and fees, to Expedia at the time of booking ('Pay Now'). In addition, if you elect to 'Pay Later' when making any property booking, or if payment for the booking is not otherwise made to Expedia at the time of the booking, the amount payable to the property for the property booking as displayed on the Expedia Site will be converted to Euro by Expedia for the purpose of calculating the Points. Any amounts payable to the property (Pay Now or Pay Later) for ancillary services that are not booked on the Expedia Site (including but not limited to room service, spa services) are not eligible to earn Points.

- Eligible Accommodation Rental

- Eligible Activities

- Eligible Packages

- Eligible Cars

- Non-Eligible Bookings

Bookings for the following are **not** eligible to earn Points:

- Insurance

- Cruises

- Flight + Activity packages
- Hotel + Activity packages
- Car + Activity packages
- Hotel + Flight + Activity packages
- Excluded Packages
- Flights booked directly via an airline's website, even if your original flight search was conducted on the Expedia Site

### **Expedia Rewards Promotional Bonus Point Offers**

From time to time, Expedia may offer opportunities to earn Bonus Points. All applicable terms and conditions associated with the specific Promotional Bonus Point offer must be met in order to earn Bonus Points. Bonus Points earned through a Promotional Bonus Point Offer will be posted to your Account as pending at time of booking, and will move to available status in accordance with the offer-specific terms and conditions. Promotional Bonus Point offers apply to changed bookings as long as the changed booking still meets all requirements and conditions of the offer. Promotional Bonus Point offers do not apply to cancelled bookings. Offers are limited to the offer recipient and are not transferable. Promotional Bonus Point offers are not redeemable for cash and are void where prohibited by law.

### **Points Expiration**

Points will not expire as long as you have earned Points on an Eligible Booking or redeemed a Redemption Reward through the Expedia Site on your Account at least once every eighteen (18) months. If there has been no such activity, all accumulated Points in your Account will expire and will not be reinstated.

## **Points Redemption**

Points can be redeemed for Redemption Rewards which are subject to availability and restrictions of the relevant supplier as specified on the Expedia Site.

Points cannot be redeemed for cash and have no cash value. Points cannot be combined with any other certificates, coupons, discounts, upgrades, awards, or promotions. Points cannot be redeemed on Non-Eligible Bookings as listed above, or other exclusions as listed under each category below. Redemption Rewards are offered as promotional items and are void if sold for cash or other consideration, or if altered or copied, and cannot be reissued if destroyed, lost or stolen. Redemption Rewards are not valid where prohibited by law.

## **Hotel Redemptions**

Members can redeem available Points to pay the partial or full cost of a 'Pay Now' hotel, including taxes and fees. Points can only be redeemed where payment is being made to Expedia at time of booking where the 'Pay Now' option is presented.

Points cannot be applied to the cost of cancellation or change penalties, previously paid for bookings, or other miscellaneous charges. Points cannot be redeemed on 'Pay Later' properties, or properties offered by FeWo-Direkt, Vrbo and/or EG Vacation Rentals Ireland Limited.

## **Flight + Hotel Package Redemptions**

Members can redeem available Points for Expedia coupons in various increments ('Reward Coupon') that can be applied to the cost of a package limited to a 'Pay Now' hotel + flight booked on the Expedia Site. A Reward Coupon will only be able to be issued up to the value of €300. When you redeem Points for a Reward Coupon in your selected amount, you will be issued a Reward Coupon code. The issued Reward Coupon will be deposited into the Member's Expedia Account, and can be found on the coupons page within 'My Account'. The Reward Coupon may only be redeemed by the Member. Any terms or conditions applicable to each Reward Coupon will be

confirmed at the time of issuance. Redeemed Points will be deducted from your Account at the time the Reward Coupon code is issued.

Reward Coupons can only be redeemed for packages limited to a booking at a 'Pay Now' hotel on the Expedia Site + a flight booked on the Expedia Site, and only where payment is being made to Expedia at time of booking. Reward Coupons will be applied first to the hotel portion of the package, then to the flight portion of your package, less any taxes, fees or charges due on the package. Please note: Any amount of the coupon applied to the flight portion of the package will be refunded to your credit card after your purchase is confirmed, usually within 10 business days. A Reward Coupon can only be applied to one (1) package and one hotel room per booking. A Reward Coupon cannot be used for booking multiple rooms on the same itinerary. Reward Coupons have no cash value. Reward Coupons may not be combined with or applied to any other certificates, upgrades, awards, or coupons. All taxes, fees, charges and surcharges applicable to the booking, including, without limitation, baggage fees, seat upgrades, extra person, parking, phone and other charges that are applicable to the reservation are the responsibility of the traveller, and Reward Coupons cannot be applied to such amounts. Reward Coupons cannot be applied to the cost of cancellation or change penalties, prepaid bookings, administrative fees, or other miscellaneous charges. Reward Coupons are void where prohibited by law.

No Point refunds will be issued for unused or expired Rewards Coupons. Rewards Coupons expire one year after issuance.

## **Car Redemptions**

Members can redeem available Points to pay for partial or full cost of a car rental where Expedia collects the payment at time of booking. This is called the 'Pay Now' option after you have selected your car class.

## **Activities Redemptions**

Members can redeem available Points to pay for partial or full cost of an activity where Expedia collects the payment at the time of booking.

## Blue, Silver and Gold Tier Membership

Tier status is a benefit of Expedia Rewards membership. Members enter the Programme on Blue tier and must meet the stated criteria below to qualify for a higher tier, or alternatively Expedia Rewards Silver tier status and Expedia Rewards Gold tier status may be offered by Expedia, or its partners, to you according to the following criteria or criteria specified by the partner. Only Eligible Bookings made while signed into your Account qualify towards reaching Silver tier and Gold tier. Certain Programme offers and tier benefits may not be available to Members who are not German residents.

Members can qualify for Silver or Gold tier by collecting the specified number of Trip Elements in a calendar year as specified in the table below. In order for a Trip Element to be counted towards qualifying for Silver or Gold tier, the Trip Element must be valued at €20 or more (including taxes and fees).

Coupons applied at checkout are not included in the value contributed to Trip Elements. Points used for a Redemption Reward are included in the value contributed to Trip Elements.

Silver	10 Trip Elements in a calendar year
Gold	25 Trip Elements in a calendar year

Trip Elements collected on Eligible Tier Bookings from 1st January of each calendar year to 11.59 p.m. Central European Time on 31st December of each calendar year count towards tier status.

Travel that begins in one calendar year and ends the next year will count toward your tier for the current calendar year and the later calendar year on a pro-rata basis. Once earned, your tier is valid for the remainder of the calendar year in which you qualified, the next full calendar year, and through 28th February of the following year, unless otherwise specified.

Bookings which are eligible for the purposes of qualifying for a higher tier are set out below. Trip Elements are collected on Completed Travel and your progress is displayed on your Expedia Rewards Activity page. Members who do not qualify for Gold or Silver tier in a calendar year in accordance with these Terms and Conditions will qualify for the tier determined by the number of Trip Elements collected in the previous calendar year.

## Eligible Tier Bookings

Flights	1 Trip Element for an Eligible Flight where each ticket (a round flight ticket and stopover(s) are deemed to be 1 Trip Element) in the booked flight itinerary is flown, e.g. an Eligible Flight where the booked flight itinerary has 3 tickets for 3 people and is flown will provide 3 Trip Elements
Hotel	1 Trip Element for an Eligible Hotel per room per completed night stayed
Accommodation Rental	1 Trip Element for an Eligible Accommodation Rental per completed night stayed
Car	1 Trip Element for an Eligible Car per completed car rental reservation
Activities	1 Trip Element for an Eligible Activity for each ticket where the activity is completed
Package	Earn based on the rules for each travel type listed above for Eligible Packages

Silver and Gold members will have additional Programme Benefits, which may be subject to additional terms and conditions. To the fullest extent permitted by law, Expedia reserves the right to introduce, vary, suspend or withdraw any benefits at any time without notice where the change is beneficial or does not have a material impact on you and otherwise with no

less than 90 days' notice. Please see [here](#) for further details of Programme Benefits.

## **General**

If any part of these Terms and Conditions are found to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired. Our failure or delay in enforcing any provision in these Terms and Conditions at any time does not waive our right to enforce the same or any other provision(s) hereof in the future.

These Terms and Conditions (and any other terms and conditions referenced herein) constitutes the entire agreement between you and Expedia with respect to this Programme and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between you and us with respect to the Programme.

These General Terms and Conditions are governed by German law. If you are a consumer and are domiciled in a country other than Germany at the time of booking, this choice of law does not affect mandatory legislation in that country. The place of jurisdiction is Munich if you are a merchant or do not have a permanent residence within the Federal Republic of Germany.

To save these terms and conditions, copy and paste them into your word processing application and save. To print, click print icon from your browser.

## **Find out more about the current Programme:**

- [Frequently Asked Questions](#)
- [How It Works](#)
- [Expedia Rewards Activity](#)