



*moving money for better*

### Western Union® Membership Programme Terms and Conditions

License	Western Union Payment Services Ireland Ltd.
Programme effective since	September, 2011

Important Information for Participants in the Western Union® Membership Programme.

This Western Union® Membership Programme Agreement (“Agreement”) contains the terms and conditions governing the Western Union Membership Programme (“Programme”). The terms “Western Union” “we” “us” and “our” used in this Agreement mean Western Union Payment Services Ireland Limited, an Irish registered company with number 471360, based at Richview Office Park, Unit 9, Clonskeagh, Dublin 14, Ireland. “You” and “your” means the person to whom a Western Union Membership is issued pursuant to this Agreement (“Card”). “Receiver” means each person to whom money is sent on your behalf by us or our agent. “Sender” is each person from whom you receive money through us. “Participating Agent location” means a Western Union Agent location that participates in the Programme. You may obtain a list of Participating Agents by contacting us as set forth in Section 10.

**1. This is your Contract with us.** You should read this Agreement and keep it for your records. By enrolling, using the Card or by otherwise participating in the Programme, you agree to the terms of this Agreement. Your Card is required to perform any Programme transactions. Your Card remains the property of Western Union and must be returned to us immediately upon our request in case of abuse, cancellation of the Agreement or ending of the Programme. To benefit from all its advantages your Card can only be used by you. Its use is subject to the terms of the Agreement. This Card is personal and cannot be shared.

**2. Description of the Programme.** **A. Convenience:** The Programme allows you to request completion of a Western Union® Money Transfer transaction at Participating Agent locations (“Qualifying Transaction”) more conveniently. The Programme allows you to provide information about yourself each time you send or receive money via a Qualifying Transaction, which we will store electronically by means of a database, which will be managed by Western Union so that it will be available automatically at Participating Agent locations whenever you present your Card. The list of Participating Agent locations can be obtained by contacting the Western Union Membership Programme Customer Service Centre at 900 633 633 (free calls from fixed and public phones. Tariffs for mobile calls are set by your operator), or by contacting the Western Union Membership Programme, as set forth in Section 10 below. All money transfers that you initiate using the Programme are subject to the terms and conditions set out in this Agreement, as well as the terms and conditions applicable to Qualifying Transactions initiated at Participating Agent locations where you send/receive the money transfer (these terms and conditions appear on the “To Send Money” and “To Receive Money” forms available from Participating Agent locations). In order to use the Card and participate in the Programme, you must fulfill all requirements pursuant to law, together with Western Union Policy, to enable you to send/receive money transfers in a particular country.

**B. Rewards:** The Programme enables you to earn points if you pay a transfer fee to send money for each Qualifying Transaction sent from Participating Agent locations (“Points”), as described herein. The required amount of the transaction for each point can be found in the Welcome Pack enclosed with these terms and conditions. In order to qualify for Points, you must: i) present your Card at the beginning of each Qualifying Transaction; ii) complete a fee paying Western Union transaction at a Participating Agent location; iii) if required by local laws, present current identification which bears the same name as the one you have provided in this Programme (and any other information required by the Participating Agent location); and iv) satisfy all

other requirements of the Programme. Your Points will be added to your Card at the time each Qualifying Transaction is completed. Points are not earned when you receive money transfers. The current amount of the Points on your Card is available on request by contacting the Western Union Membership Programme as set forth below under Section 10.

**3. Participation in the Programme.** The Programme is open to private individuals who are 18 years and older and have a main residence at a valid address in Spain. Only one application per person will be accepted. We may, in our discretion and always according to the legal imperatives in force, refuse to accept your application if you do not satisfy our application criteria.

**4. Obtaining Points for Transactions without Your Card.** If you carried out a Qualifying Transaction but did not use your Card, you may still acquire Points by contacting us at the number provided in Section 10 below. Western Union reserves the right not to issue Points if it cannot verify the transaction.

**5. Redeeming your Points.** Once you accumulate the requisite number of Points for the available rewards, you may redeem your Points by either logging into [www.wu.com/mywu](http://www.wu.com/mywu) or by contacting us at the number provided in Section 10 below. The rewards and required number of Points to redeem such rewards can be found by logging onto [www.wu.com/mywu](http://www.wu.com/mywu) and are subject to change at Western Union's sole discretion and without notice. Any rewards other than discounts are subject to availability. A certain minimum number of Points may be required to redeem rewards. Points are neither negotiable nor redeemable for cash. Points can only be redeemed and used for sent transactions made in the issuing country.

**6. Rewards and Benefits.** All rewards and benefits offered are subject to change and availability or cancellation without any prior notice from us, while local restrictions and alterations may apply. Any substitute rewards will be of a similar or greater quality and value to those offered.

**7. Important Information about your Points.** Points expire two years from date of the Qualifying Transaction. Any Points earned on your Card will be forfeited when your Card is cancelled, closed, revoked, found to be fraudulent or declared void under law. Points are not considered earned until actually redeemed by you and do not constitute a credit balance to your account or your Card. Points have no cash value and will not earn interest and are not insured against loss. Points cannot be purchased, sold, combined or transferred in any way. Maintaining the Card and the Points are your sole responsibility. Rewards will not be replaced if lost or stolen nor will Points used to redeem such Rewards be reaccredited to your account.

**8. Communications.** By providing information such as your home telephone number, email address and/or mobile telephone number as part of the application process, you expressly consent to Western Union contacting you from time to time by telephone, e-mail or SMS/MMS messaging and targeted or personalized messaging (e.g. on social media and other digital channels) with news, offers, services, promotions and other communications concerning Western Union and/or other companies with which Western Union has a relationship. You understand and agree that any charges imposed by the provider of such services are your sole responsibility. You can withdraw your consent at any time by contacting us as set forth in Section 10 below.

### **9. Data Protection.**

**A.** We must collect and process personal data in order to provide and perform the Programme. Such personal data may be provided by You, such as when you provide beneficiary details, and may also be collected by Us, such as in cases where We collect supplementary information to verify information You have provided. Personal data that You provide to us, or that we otherwise collect, obtain, and/or process in connection with the Programme, is controlled by Us. We process personal data consistent with and to the extent permitted by the provisions of applicable data protection law that govern data controllers. Personal data we process includes information You provide to Us when using the Programme, and other information that is collected or generated during or in connection with Our relationship with You. The manner in which we collect, Process, and share personal data in connection with the Programme is set forth in the [applicable privacy notice](#), which is posted at <https://cdn.mywu.com/legal/es/en/ps.pdf> and updated from time to time.

**B.** You represent and warrant that you have lawfully collected any personal data You provide to Us, and that You have no reason to doubt that Your providing and/or disclosing such personal data to Us is lawful. Additionally, we will hold and retain Personal Data that You give us about another person, including the details of the receiver of Our services, in order to execute any transaction you request. Prior to providing this information, You are obliged to notify and secure authorisation from the other person on Our use of this personal data as set out in this section. The provision of this personal data is optional, but it is needed to provide the requested services to You. Without it, We are unable to provide the services, facilitate convenience activities or provide other requested services.

**10. Contacting Western Union.** You may contact Western Union: to withdraw from the Programme, to report a lost or stolen Card, to request a replacement Card, or to change or correct your personal choice or request a copy of the data that Western Union maintains about your participation in the Programme. You may contact Western Union by logging onto at [www.wu.com/mywu](http://www.wu.com/mywu) or by calling us on 900 633 633 during regular business hours, or write to us at: Western Union, C/O Teleperformance, Thisseos 330, Kallithea, Athens 17675, Greece.

**11. Dormancy.** If you do not use your Card for a period of one year, we may suspend your participation in the Programme without notice to you.

**12. Assignment.** Notwithstanding any other provision in this Agreement, you may not assign or transfer this Agreement or your Card or allow others to use your Card. You will be responsible for any unauthorized use of your Card unless and until you report it lost or stolen to Western Union by contacting us as set forth above under Section 10. Western Union may freely assign this Agreement to group companies as part of a commercial restructuring.

**13. Governing Law.** This Agreement and the relationship between the Parties shall be governed by, and interpreted in accordance with, Spanish law. The Parties hereby irrevocably submit to the jurisdiction of the Spanish courts.

**14. Provisions Severability.** If any provision of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement will not be affected.

**15. Amendment.** We may, from time to time, amend the terms of this Agreement with prior written notice to you, should objective commercial considerations require. The modified terms of this Agreement can be obtained by logging onto [www.wu.com/mywu](http://www.wu.com/mywu) or by contacting the Western Union Membership Programme as set forth above under Section 10. By initiating a Western Union® Money Transfer transaction or by receiving a money transfer using your Card after this Agreement is amended or changed, you will be agreeing to any such amendment or change. Should you not accept any modifications to this Agreement, you must either (a) notify Western Union in writing within 15 days, such notice giving rise to the termination of this Agreement or (b) terminate use of your Western Union Card or otherwise participation in the Membership Programme. Membership

**16. Cancellation.** We may cancel the Programme, this Agreement or your entitlement to participate in the Programme immediately and without notice to you. You may cancel this Agreement at any time by notifying Western Union in writing. If you do this, your participation in the Programme will terminate within thirty (30) days after we receive your written request to cancel. Cancelling this Agreement will not affect your obligations under this Agreement to the extent that such obligations are capable of surviving the termination of this Agreement.

**17. Terms and Conditions Modifications.** Western Union terms and conditions for sending money may vary from time to time. The updated terms and conditions for Western Union® Money Transfer are on the money send forms, and for automated customer receipts, they are generally available on the back of the receipt. They are also available at the point of sales on request.