

# **SIXT ONE**

## Rewards Program Terms & Conditions

Welcome to the **SIXT ONE** Rewards Program (the “Program”). The Program is free of charge and rewards loyal customers who participate in the Program (the “Member(s)”, “you” or “your”). Through the Program, Sixt One GmbH, a German corporation (“SIXT”, “we”, “our”, or “us”) offers Members the opportunity of earning Status Points and Rental Points (each as defined below) when renting vehicles in order to receive certain benefits for certain future rentals with SIXT and its affiliates (together the “SIXT Group” and each a “SIXT Group Company”). By enrolling or participating in the Program (“Membership”), you agree to be bound by the following terms and conditions (“Terms and Conditions”):

### **1. Member Qualifications and Enrollment.**

To enroll in the Program, where Membership in the Program is not otherwise prohibited by law, Members must (i) be individual natural persons, (ii) be residents of a Corporate Country (as defined below) in which the Program is available (check our FAQ’s online for an updated list of all participating Corporate Countries) and (iii) have the required legal age for renting a vehicle in the respective Corporate Country (as defined below). No payment or other monetary consideration is required for Membership in the Program. Members may only have one Membership, and each Membership shall belong to only one individual (no group or family Memberships are allowed).

If for whatever reason there is a dual account for a single Member, SIXT may at its discretion terminate the duplicative account and any Status Points (as defined below) or Rental Points (as defined below) may be transferred to the remaining Member account (excluding any Status Points or Rental Points that were earned as part of a registration or general Program promotion).

When enrolling into the Program, customers will have to provide personal information, including, but not limited to, first and last name, country of residence, and email address. Each customer must use the exact name that appears on the customer’s driver’s license. If you were previously a Member and your Membership in the Program was revoked, you may not apply for a new Membership.

To join the Program, each customer must have an account with the SIXT Group which is comprised of a login and password and the creation of a profile (“SIXT Account”). Customers can register for the Program in the following ways:

a) Over the SIXT Group webpage or mobile application

To register for Membership in the Program, create or login to your SIXT Account. After creating your SIXT Account and/or login, you will be prompted to register for the Program or will see a Program sign-up link. Follow the online prompts, fill out the required information, and then you may choose to read and accept the Terms and

Conditions by clicking the “I agree” checkbox. Members must verify their email address in the registration process or will not otherwise be admitted to the Program.

b) In person at a SIXT Branch

If available, you may register for Membership in the Program by visiting a branch operated by a SIXT Group Company (each a “SIXT Branch”) located in a participating Corporate Country (as defined below). Branches operated by franchisees or agents engaged by a SIXT Group Company do not participate in the Program even if they are located in a Corporate Country (as defined below) and are not considered a “SIXT Branch” for purposes of these Terms and Conditions. Individuals who apply for Membership will be prompted to complete the steps on the tablet at the SIXT Branch. If you have not created a SIXT Account prior to this, you must create one prior to enrolling in order to become a Member. This may be done on your computer, phone or, if available, at a SIXT Branch.

The Membership into the Program shall commence if (i) the customer has successfully completed enrollment into the Program, including, but not limited to, verifying their email address (“Commencement Date”), and (ii) SIXT has accepted the customer’s application for Membership. In such case, the customer will receive an email confirming the Membership, at which point in time the customer becomes a Member and is bound by these Terms and Conditions. SIXT reserves the right to accept or reject any application for Membership at its sole discretion. Membership will remain active until it is terminated by the Member or SIXT in accordance with Section 12 (*Termination*) of these Terms and Conditions.

## **2. General Program and Membership Information.**

Once enrolled, Members in the Program will be eligible to receive points that will be applied towards their Status Level (“Status Points”) and points that Members will be allowed to redeem on rentals (“Rental Points”) in accordance with these Terms and Conditions. Members may be able to earn both Status Points and Rental Points simultaneously if they meet the requirements laid out in these Terms and Conditions. Certain types of rentals may prevent Members from earning both Status Points and Rental Points. More information and details on Status Points and Rental Points can be found below in Section 3 (*Status Points*) and Section 5 (*Rental Points*) of these Terms and Conditions.

After joining the Program, Members will be able to log into their SIXT Account online (via the SIXT Group webpage or mobile application) and will have access to the “SIXT ONE” page on their SIXT Account in which they can find information on their Membership such as number of Status Points, number of Rental Points, their Member ID (as defined below) and other Program or Membership relevant information.

Upon confirmation of their enrollment, each Member will be assigned an identification number (“Member ID”). Only the Member is allowed to use their Member ID. When booking through the Member’s SIXT Account, the Member’s Member ID will be automatically added

to any reservation made and linked to the future rental transactions which will enable the Member to earn Status Points and Rental Points, subject to these Terms and Conditions. If a Member is booking through a third-party platform (if applicable and eligible), the Member must enter their Member ID in order to have the possibility of earning Status Points or Rental Points, or both, subject to these Terms and Conditions.

This Program is intended to benefit individuals rather than companies. Members may use their Status Points or Rental Points for any personal or business purposes they choose. All connected SIXT profiles (such as a personal profile and corporate profile) are linked and Status Points, Rental Points, and Status Benefits (as defined below) will be collected jointly from both corporate/business and private rentals under a single Member ID. However, Members that are employees of the SIXT Group may only earn and use Status Points and Rental Points for private rentals (whereas corporate/business rentals are excluded). Status Points, Rental Points and Status Benefits (as defined below) may not be transferred to another Member ID or SIXT Account.

Members have the possibility of earning and redeeming Status Points or Rental Points, and enjoying Status Benefits (as defined below), for rentals made and picked up in SIXT Branches located in the following SIXT Group corporate countries:

- United States (excluding Ohio and Indiana)
- Canada
- Germany
- Austria
- Belgium
- France
- Italy
- Netherlands
- Great Britain
- Spain
- Switzerland
- Luxembourg
- Monaco (together hereinafter the “Corporate Countries”).

Rentals made and picked up in (i) any SIXT Branches located outside of the Corporate Countries and (ii) any branches operated by franchisees or agents engaged by a SIXT Group Company, even if located within a Corporate Country, are excluded from the Program and as such, Members will not earn and will not be able to redeem any Status Points, Rental Points or enjoy Status Benefits in connection with or as a result of such rentals. For clarification, if a Member makes a reservation with pick-up at a SIXT Branch outside of the Corporate Countries, that reservation will not be eligible for any Rental Points or Status Points even if the drop-off location is in a Corporate Country.

The Program is a loyalty rewards program and any rewards and accrued benefits earned by Member under this Program do not constitute property of a Member. This means that Status

Points and Rental Points, as well as Status Benefits (as defined below), cannot be redeemed for cash or any other monetary value not explicitly included in this Program at any time throughout the Membership including upon termination of the Membership regardless of how such termination came to be effectuated.

### **3. Status Points.**

The Program will offer four (4) different status levels that Members may qualify for throughout their Membership (“Status Level(s)”: Silver, Gold, Platinum, and Diamond. Each Status Level has different benefits that come with the Status Level (“Status Benefits”).

By earning a certain number of Status Points within a calendar year, you will qualify for one of the Status Levels (as set out in the table below). Status Points are earned for certain qualified vehicle rentals with a SIXT Branch in one of the Corporate Countries. For every Euro (€ 1.00) spent, a Member will earn one (1) Status Point. The only spend that counts towards Status Point calculation is the time and mileage rental base rate, and any additional protection packages that are purchased. Taxes, surcharges, mandatory fees and obligatory charges will not be counted towards the Status Point calculation. If a Member pays for a Qualifying Rental (as defined below) in a Corporate Country in a currency other than Euro (€), the number of Status Points the Member receives will be calculated based off the official exchange rate of the European Central Bank as of the date the invoice for the Qualifying Rental (as defined below) has been generated by SIXT upon the return of the rental vehicle – all invoices will have the date of generation visible. The number of Status Points a Member has earned within a calendar year will determine that Member’s Status Level. The Silver Status Level is the base Status Level which Members will automatically be at once they join the Program at the Commencement Date of their Membership. The next Status Level is Gold, followed by Platinum and finally Diamond, the highest Status Level of the Program.

For the calculation of Status Points, SIXT will follow a calendar year approach. This means that the number of Status Points of each Member will be reset to zero (0) after each calendar year. Any invoices or balances regarding any Qualifying Rental (as defined below) will be counted towards the calendar year in which the invoices or balances were generated by SIXT.

Once a Member has achieved a specific Status Level, such Status Level will remain regardless of the activity of such Member until December 31st of the calendar year following the calendar year in which the Status Level was achieved (“Status Period”). As of January 1st, following the expiry of the respective Status Period, the Status Level will be automatically renewed for one calendar year if the Member has earned the number of Status Points required for the respective Status Level (as set out in the table below) within the prior calendar year. If the Member has not earned the number of Status Points required for the respective Status Level in the prior calendar year, the Member will lose their Status Level and be downgraded according to their earnings of Status Points in that prior calendar year (e.g. ranking in Silver Status Level if the Member has not earned 2000 Status Points in the prior calendar year).

To illustrate this concept, consider the following example: If a Member reaches Gold Status Level in September 2025, that Member's Gold Status Level will remain valid until December 31st, 2026. If the Member does not earn the number of Status Points during the calendar year 2026 required for the Gold Status Level, then the Member would be downgraded to the Silver Status Level as of January 1st, 2027.

As soon as a Member qualifies for the next higher Status Level (i.e. as soon as the Member has earned 2000, 4000 or 6000 Status Points within the respective calendar year), the Member will be upgraded to the next higher Status Level. The Member will receive a confirmation email confirming the new Status Level. At the sole discretion of SIXT, some Members may not be subject to downgrades of Status Levels regardless of whether they have met the Status Points requirements for the different Status Levels. SIXT may award Status Points to Members on a case-by-case basis. Status Points cannot be purchased. Status Points may also be earned during special SIXT or third-party promoted campaigns or promotions.

The Status Levels are determined as follows:

<b>SILVER</b>	<b>GOLD</b>	<b>PLATINUM</b>	<b>DIAMOND</b>
Base Status Level: upon start of the Membership	2000 Status Points in a calendar year	4000 Status Points in a calendar year	6000 Status Points in a calendar year

As stated above in this Section, Members will earn one (1) Status Point for every Euro (€ 1.00) spent on Qualifying Rentals excluding from this calculation taxes, surcharges, mandatory fees and obligatory charges. "Qualifying Rentals" are defined as the following rentals made and picked-up in a Corporate Country with a rental period of twenty-seven (27) days or less: (a) vehicle rentals made on a SIXT Group website, mobile application, or in person at a SIXT Branch; (b) B2B rentals on a third-party platform, if applicable and eligible, by Members logged into the SIXT Account and provided that the name of the Member is indicated as the driver on the invoice.

The following types of rentals shall not be considered Qualifying Rentals: (a) any rentals made through partner websites, such as Expedia (classified as B2P rentals); (b) any rental made or with a pick up location outside of the Corporate Countries; (c) any rentals made as corporate customers if Member's company explicitly prohibits Members to participate in the Program; (d) any insurance replacement rentals; (e) any dealer replacement, body shop or fleet replacement rentals; (f) any rentals that are booked via travel brokers or agencies, specific third-party booking platforms or that are part of a tour package; (g) rentals for which a reservation was made, but the actual rental never occurred (due to either a cancellation or no-show); (h) any long-term rentals (rentals for longer than twenty-seven (27) days); and (i) car sharing, ride hailing or subscription models including, but not limited to, SIXT Share, SIXT Ride, and Sixt +.

Members will receive the Status Points into their SIXT Account only after a Qualifying Rental has been successfully completed, i.e. the rental vehicle has been returned and the related invoice has been generated by SIXT. Within seven (7) days after the date on which the invoice for the Qualifying Rental has been generated by SIXT upon the return of the rental vehicle, the applicable Status Points will be credited to the Member's SIXT Account. If the Status Points do not show up within the aforementioned time period, the Member can contact the SIXT customer service via [sixtone@sixt.com](mailto:sixtone@sixt.com) within three (3) months following completion of the Qualifying Rental to have the appropriate Status Points credited to their SIXT Account, provided that the respective Qualifying Rental has already been fully paid at that time. Members will be able to see their number of Status Points, as well as their Status Level, on the "SIXT ONE" page of their SIXT Account. If a Member obtains a deduction or refund on the rental price paid for a Qualifying Rental after the invoice has been generated, the corresponding Rental Points will be deducted from the Member's SIXT Account.

Members who have a certain status in a loyalty program offered by a partner of the SIXT Group may be eligible for a status match, allowing the Member to receive a comparable Status Level in the Program without having met the qualifications laid out above ("Status Match"). A Status Match will be communicated by the partners of the SIXT Group and Members will be prompted to follow instructions on a landing page, including uploading proof of said status, in order to get the Status Match. Members may choose to earn frequent flyer miles, hotel points or other rewards offered by partners of the SIXT Group for Qualifying Rentals and may also simultaneously earn Status Points. Members may have to provide proof of identification in order to obtain said Status Match. IN NO EVENT SHALL SIXT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING OUT OF OR RELATING TO ANY THIRD-PARTY'S REWARDS, POINTS OR PROGRAMS.

#### **4. Status Benefits.**

Each Status Level is accompanied by specific Status Benefits. The Status Benefits include (i) member-only email offers, (ii) Member Discounts (as defined below), (iii) vehicle upgrades.

Gold Status Level, Platinum Status Level and Diamond Status Level Members are eligible to receive discounted rates when they log on to their Member SIXT Account and make a reservation on the SIXT Group webpage or mobile application ("Member Discounts"). Member Discounts cannot be combined with corporate rates or other promotions (such as discounted rates offered through email campaigns). However, Member Discounts may be used in conjunction with a redemption of Rental Points pursuant to Section 6 (*Redemption of Rental Points*) of these Terms and Conditions. The amount of the Member Discount depends on (i) the Member's Status Level, (ii) the category of the rental vehicle and (iii) the length of the rental period, and it will be calculated based on the time and mileage base rate of the rental. Applicable pricing rules and bottom cost limits may lower the Member Discounts depending on the individual case. The Member Discount is not applicable towards taxes, surcharges, mandatory fees and obligatory charges. The Members will be

able to see the Member Discount applied in the “price details” section of the booking flow found on the SIXT Group webpage or mobile application.

Free vehicle upgrades are available for Members at Platinum Status Level and Diamond Status Level. Such Members will be able to receive a vehicle in the next higher category than the one they booked in their Corporate Country reservation, excluding long-term rentals (more than twenty-seven (27) days), SIXT Van & Truck products and SIXT Sports and Luxury Cars. Vehicle upgrades are subject to availability. In case a vehicle upgrade cannot be provided to a Member at Diamond Status Level, SIXT will, at its sole discretion, offer such Member an alternative form of benefit.

Members of each Status Level will also have access to a designated counter area at the applicable SIXT Branches in Corporate Countries where they can experience a faster pickup of their vehicle. A summary of the Status Benefits can be found in the chart below:

	<b>Silver</b>	<b>Gold</b>	<b>Platinum</b>	<b>Diamond</b>
<b>Member-only Offers</b>	Exclusive email offers	Exclusive email offers	Exclusive email offers	Exclusive email offers
<b>Member Discounts</b>	-	Up to 10% discount*	Up to 15% discount*	Up to 20% discount*
<b>Vehicle Upgrades</b>	-	-	Free vehicle upgrades upon availability**	Free vehicle upgrades upon availability**
<b>Priority Pickup</b>	Skip the counter ***	Skip the counter ***	Skip the counter ***	Skip the counter and Diamond Lounge access ***
<b>Rental Points</b>	1€ = 1 Rental Point	1€ = 1.1 Rental Points	1€ = 1.2 Rental Points	1€ = 1.3 Rental Points

\* Member Discount varies depending on vehicle category and rental length, with higher vehicle categories usually receiving higher Member Discounts. Pricing rules and bottom cost limits may lower the Member Discount depending on the individual case.

\*\* SIXT will use reasonable efforts to provide a vehicle upgrade for Platinum and Diamond Members, however, circumstances may not always allow for such upgrade, in which case, an alternative form of benefit, at SIXT's sole discretion, may be offered to Diamond Members.

\*\*\* Skip the counter and Diamond Lounge access (for Diamond Members) available only at select SIXT Corporate Country Branches.

## **5. Rental Points.**

All Members are eligible to earn Rental Points which may then be redeemed on Redeemable Rentals (as defined below). Rental Points will be earned for Qualifying Rentals. The time and mileage base rate, and any additional protection packages that are purchased are considered qualifying euros (“Qualifying Euro(s) Spent”). Taxes, surcharges, mandatory fees and obligatory charges are excluded from Qualifying Euros Spent.

For every Qualifying Euro Spent, Members at Silver Status Level will earn one (1) Rental Point. Members in higher Status Levels can earn Rental Points at accelerated rates as displayed in the following graph:

<b>Status Level</b>	<b>Rental Points per Qualifying Euro Spent</b>
Silver	1.0
Gold	1.1
Platinum	1.2
Diamond	1.3

If a Member pays for a Qualifying Rental in a currency other than Euro (€), the number of Rental Points the Member receives will be calculated based off the official exchange rate of the European Central Bank as of the date the invoice for the Qualifying Rental has been generated by SIXT upon the return of the rental vehicle – all invoices will have the date of generation visible. Rental Points will remain valid for twenty-four (24) months as of the end of the quarter in which the Member earned such Rental Points. For example, if a Member earns Rental Points in February 2025 (i.e. the first quarter of 2025), such Rental Points will expire at the end of the first quarter of 2027, i.e. on March 31st, 2027.

“Qualifying Rentals” are defined as the following rentals: (a) vehicle rentals made on the SIXT website, application, or in person at a SIXT Branch in a Corporate Country; (b) B2B rentals on a third-party platform, if applicable and eligible, by Members logged into the SIXT Account and provided that the name of the Member is indicated as the driver on the invoice.

The following types of rentals shall not be considered “Qualifying Rentals”: (a) any rentals made through partner websites, such as Expedia (classified as B2P rentals); (b) any rental made or with a pick up location outside of the Corporate Countries; (c) any rentals made as corporate customers if Member’s company explicitly prohibits Members to participate in the Program; (d) any insurance replacement rentals; (e) any dealer replacement, body shop or fleet replacement rentals; (f) any rentals that are booked via travel brokers or agencies, specific third-party booking platforms or that are part of a tour package; (g) rentals for which a reservation was made, but the actual rental never occurred (due to either a cancellation or no-show); (h) any long-term rentals (rentals for longer than twenty-seven (27) days); and (i) car sharing, ride hailing or subscription models including, but not limited to, SIXT Share, SIXT Ride, and Sixt +.

Members will receive the Rental Points into their SIXT Account only after a Qualifying Rental has been successfully completed, i.e. the rental vehicle has been returned and the related invoice has been generated by SIXT. Within seven (7) days after the date on which the invoice

for the Qualifying Rental has been generated by SIXT upon the return of the rental vehicle, the applicable Rental Points will be credited to the Member's SIXT Account. If the Rental Points do not show up within the aforementioned time period, the Member can contact the SIXT customer service via [sixtone@sixt.com](mailto:sixtone@sixt.com) within three (3) months following completion of the Qualifying Rental (including full payment) to have the appropriate Rental Points credited to their SIXT Account. Members will be able to see their number of Rental Points, as well as their Status Level, on the "SIXT ONE" page of their SIXT Account.

Members may choose to earn frequent flyer miles, hotel points or other rewards offered by partners of the SIXT Group for Qualifying Rentals instead of earning Rental Points in the Program. For prepaid reservations no frequent flyer miles, hotel points or other rewards offered by partners of the SIXT Group can be earned, except for prepaid reservations made and/or picked up in SIXT Branches in the United States. To clarify, if a Member chooses to earn miles, points or other rewards with any partners of the SIXT Group, the Member will not earn any Rental Points (unlike Status Points which, as explained in Section 3 (*Status Points*) of these Terms and Conditions, may be earned concurrently with earning frequent flyer miles, hotel points or other rewards). Members can modify their settings on the "SIXT ONE" page of their SIXT Account and indicate whether they want to earn Rental Points or prefer partner points. IN NO EVENT SHALL SIXT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING OUT OF OR RELATING TO ANY THIRD-PARTY'S REWARDS, POINTS OR PROGRAMS.

## **6. Redemption of Rental Points.**

When Members are booking certain rentals on the SIXT Group webpage or mobile application with SIXT Branches located in a Corporate Country ("Redeemable Rentals"), they will have the option to redeem Rental Points to receive certain discounts (in addition to the Member Discounts for Gold, Platinum and Diamond Members) on the time and mileage rental base rate. Members can redeem their Rental Points for Redeemable Rentals in increments of full days for up to seven (7) days based on the applicable time and mileage base rental rate. Rental Points may be redeemed for any vehicle category and at any time of the year. Rental Points may be redeemed with other Member or promotional rates but may not be used in combination with vouchers or coupons.

The number of Rental Points redeemable on a specific Redeemable Rental is calculated at the time of booking and depends on the time and mileage rental base rate applicable at that time. There is a section titled "Points balance" shown on the booking site (indicating the Member's total number of Rental Points) and a "Select points amount to redeem" option which show Members if and how many Rental Points they can redeem on a Redeemable Rental and the amount by which the time and mileage rental base rate will be reduced.

Rental Points cannot be redeemed for the following types of rentals (which each shall not be considered "Redeemable Rentals"): (a) reservations made using a negotiated corporate rate; (b) reservations made via third-party booking tools; (c) reservations made via agent tools; (d) walk-in reservations; (e) rentals applying an insurance, dealer, body shop or fleet

replacement rate, regardless of who pays for the rental; (f) rentals being part of a tour or travel package; and (g) car sharing, ride hailing or subscription models including, but not limited to, SIXT Share, SIXT Ride, and Sixt +.

Rental Points redeemed will not cover the cost of (a) extra hourly or excess mileage charges; (b) taxes, surcharges, fees, obligatory charges or other governmentally imposed, authorized or permitted pass through fees; (c) license recoupment fees, airport fees and concession recoupment fees; (d) service charges and fees; (e) vehicle license recovery fees; or (f) any additional purchased optional items, including, but not limited to, additional driver, optional upgrades, fuel charges, tolls products, child seats, damage waivers and protection packages. Rental Points may not be redeemed for SIXT Van & Truck products.

If a Member redeems Rental Points for a Redeemable Rental and does not cancel the reservation or show-up to pick up their rental vehicle, any refund of Rental Points will be made at the sole discretion of SIXT.

If a Member makes a reservation and redeems Rental Points for a Redeemable Rental, but later wishes to make a change to the reservation and such change affects the time and mileage rental base rate, the redeemed Rental Points will be credited back to the Member's SIXT Account within forty-eight (48) hours. Members may also choose to cancel their original reservation for which the Rental Points were redeemed, wait the forty-eight (48) hour period for the Rental Points to be credited back to the Member's SIXT Account and then make a new reservation and redeem the Rental Points necessary to obtain a certain discount for this reservation. Rental Points may be redeemed only for prepaid or pay-on-arrival reservations.

## **7. Liability.**

### **a) For Members residing in the US and Canada, the following applies:**

SIXT shall not be liable to any Member for any incidental, indirect, consequential, special or punitive damages, or lost profits, goodwill savings, or use, or any kind or nature arising out of, or relating to the Membership, these Terms and Conditions or any services provided by SIXT, whether or not such damage or loss is foreseeable, whether the Member has been advised of the possibility thereof or not, and whether such liability is asserted on the basis of contract, tort (including negligence or strict liability), or otherwise. Where the Program provides access to third-party rewards, offers, or services, SIXT assumes no liability for the availability, accuracy, legality, or quality of such third-party content unless SIXT has expressly adopted such content as its own or is otherwise responsible under statutory provisions.

### **b) For all other Members, the following applies:**

In case of willful intent or gross negligence or where a guarantee exists, SIXT's liability for loss or damage suffered by Members in connection with their Membership shall be unlimited. In

the event of a negligent breach of material contractual obligations, SIXT's liability shall be limited to the property damage and financial loss attributable to this in the amount of the foreseeable loss or damage as it typically occurs (excluding any indirect damages). A material contractual obligation is an obligation, the fulfilment of which makes the proper execution of the contract possible in the first place and on fulfilment of which Members may reasonably rely. SIXT is not liable for negligent breaches of non-material contractual obligations. The above limitations on, and exclusions of, liability do not apply to claims relating to any injury to life, limb or health.

## **8. Changes to the Program or the Terms and Conditions.**

The Program and/or these Terms and Conditions may be changed or amended by SIXT, if (i) the changes or amendments are necessary due to a change in the applicable legislation or case law of the supreme courts or for clarification purposes to remove existing ambiguities, and (ii) the changes or amendments are necessary to avoid an unreasonable disadvantage to SIXT that could not be foreseen at the Commencement Date. In such case, the changed or amended Program and/or Terms and Conditions shall become effective two (2) weeks after given notice via email by SIXT.

In all other cases, the Program and/or these Terms and Conditions may be changed by SIXT if (i) the changes or amendments are reasonable and appropriate, taking the Members' interests into account, (ii) SIXT provides the Members with notice of the changes or amendments six (6) weeks prior to the date on which the changes or amendments shall become effective, informing the Members of the details of the changes or amendments, Members' right to object, and the potential consequences of objecting to the changes or amendments, and (iii) the Members do not object to the changes or amendments within such six (6) week period. If a Member objects to the changes or amendments in due time, SIXT's right to terminate the Membership in accordance with Section 12 (*Termination*) of these Terms and Conditions remains unaffected.

## **9. Right of Withdrawal for Consumers.**

If a Member is a consumer and resident in the European Economic Area (EEA), the Member has a fourteen-day (14) right to revoke their Membership. A consumer is any natural person who enters into a legal transaction for a purpose that can predominantly be attributed neither to their commercial nor to their independent professional activity. The consumer is hereby informed of their right of withdrawal as follows:

### **Right of withdrawal**

You have the right to withdraw from this Program without giving any reason. The withdrawal period is fourteen (14) days from the day the contract is concluded, i.e. the Commencement Date.

In order to exercise your right of withdrawal, you must inform us by post, telephone or email by means of a clear statement (e.g. a letter sent by post, fax or email) of your decision to withdraw from this Program. You can use the attached sample withdrawal form, but this is not mandatory.

To meet the withdrawal deadline, it is sufficient for you to send your notification of exercising your right of withdrawal before the withdrawal deadline expires.

### **Consequences of withdrawal**

If you withdraw from this Program, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than fourteen (14) days from the day on which we are informed about your decision to withdraw from this Program. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged any fees for this repayment.

### **Sample withdrawal form**

(If you wish to withdraw from the Program, please fill in the following fields and send them to us).

- **To [XX]:**
- I/we (\*) hereby withdraw from the contract concluded by me/us (\*) for the provision of the following service (\*)
- Ordered on (\*)
- Name of consumer(s)
- Consumer address
- Signature of consumer (only for notification on paper)
- Date

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\* Delete as appropriate

## **10. Program and Member Communications.**

By participating in the Program, Members agree to communicate with SIXT using electronic means, unless you are contacting us to exercise a legal right in which case you can use any valid form of communication. To have a Membership, Members must verify their email address when enrolling into the Program. Members are required to keep a valid email address throughout their Membership and must keep their email address and other information under their SIXT Account up to date.

After enrolling in the Program, and depending on the Member's preference, Member may receive communications including, but not limited to, account updates, promotional offers, reward notifications, Program changes, third-party promotions in SIXT newsletters, and other transactional or marketing content. Depending on applicable law, communications may be sent via email, SMS, push notifications, or other digital means using the contact information you provide. You may withdraw your consent at any time by updating your communication preferences in your account settings or by using the unsubscribe link included in our emails. Please note that even if you opt out of marketing communications, you may still receive non-promotional messages necessary for the administration of your Membership.

SIXT will handle all personal information in accordance with its [Privacy Policy](#), and applicable privacy and anti-spam laws. See more on our Privacy practice in Section 11 (*Privacy and Data Protection*) of these Terms and Conditions.

## **11. Privacy and Data Protection.**

SIXT is committed to protecting your personal information and ensuring your privacy. We will collect, use and disclose personal information in connection with the Program and underlying SIXT Account in accordance with our Privacy Policy which is available [here](#). ("Privacy Policy") and all applicable privacy laws and regulations, including, but not limited to the California Consumer Privacy Act (CCPA/CPRA), Canada's Anti-Spam Legislation (CASL), and the General Data Protection Regulation (GDPR) where applicable. By applying to become a Member in the Program, and by participating in the Program and Membership, and where permissible by law, you consent to the collection, use, and disclosure of your personal information for the purposes of administering the Program, including tracking of Status Points, Rental Points, processing Status Benefits and receiving program related communications. SIXT reserves the right to amend its Privacy Policy from time to time, in its sole discretion.

## **12. Termination.**

### **a) Termination by Member:**

Each Member has a right to terminate their Membership at any time for any reason, or no reason at all, by pressing the “Cancel Membership” button on the “SIXT ONE” page which can be found in the SIXT Account section when the Member is logged in. Alternatively, each Member can contact the SIXT customer service via [sixtone@sixt.com](mailto:sixtone@sixt.com) and request their Membership in the Program be terminated. If a Member requests their Membership be terminated, the termination of the Membership will become effective within seven (7) days upon the submittal of the termination request. In jurisdictions where a Member has the right to terminate for good cause with immediate effect, such right remains unaffected. Once the Member’s termination of the Membership is confirmed, the Member will lose all Status Points and Rental Points and no longer be able to Redeem Rental Points or access any Program benefits or promotions. For clarification, all Status Points, Rental Points and Status Benefits will be forfeited without compensation.

### **b) Termination by SIXT:**

SIXT reserves the right to terminate any Member’s Membership into the Program at any time, for any reason, or no reason at all, at its sole discretion, subject to six (6) weeks’ written notice (including notice sent via email or electronically). SIXT may also suspend a Member’s SIXT Account and may investigate to determine whether or not termination is warranted. . In jurisdictions where SIXT has the right to terminate for good cause with immediate effect, such right remains unaffected. Good cause includes, but is not limited to, conduct by a Member that materially violates these Terms and Conditions or is otherwise deemed by SIXT to be fraudulent, abusive, or harmful to the interests of the Program or SIXT. It is a material violation of these Terms and Conditions for a Member to share their Membership (including their Member ID) with another individual or group of individuals for the purposes of earning or redeeming Status Points, Rental Points or Status Benefits on rentals or to complete any rental in the Member’s name without the Member being present. SIXT may, at its sole discretion, revoke a Member’s Status Points, Rental Points and/or Status Benefits if SIXT discovers that Member is earning, using, or attempting to earn or use said Status Points, Rental Points or Status Benefits in a fraudulent way. If at any time a Member suspects their Member account may be the subject of fraud, the Member shall immediately inform SIXT. In such case, the Member account may be locked and the Member can reset their information.

In case SIXT terminates a Member’s Membership without cause, all Rental Points earned by the respective Member(s) shall remain valid and redeemable beyond the termination of the Membership until the day on which they would have expired if the respective person was still a Member. In case of a termination with cause, the Member will lose all Status Points and Rental Points and no longer be able to Redeem Rental Points or access any Program benefits or promotions as of the date on which the termination becomes effective.

## **13. Governing Law.**

### **a) For Members residing in the US and Canada, the following applies:**

These Terms and Conditions shall be governed, construed and interpreted in accordance with the laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of laws of any other jurisdiction.

### **b) For Members residing in the EEA, the following applies:**

These Terms and Conditions shall be governed, construed and interpreted in accordance with the laws of the Corporate Country in which the respective Member has their residence.

### **c) For all other Members, the following applies:**

These Terms and Conditions shall be governed, construed and interpreted in accordance with German law.

## **14. Class Action Waiver and Dispute Resolution Procedure (only for Members residing in the US or Canada).**

### **For Members residing in the US and Canada, the following applies:**

Members and SIXT each waive their right to a jury trial or to participate in a class action pursuant to the following terms. To the extent permitted by applicable law, each Member agrees to arbitrate any and all claims, controversies or disputes of any kind ("Claims") against any SIXT Group Company directly related to the Program, including but not limited to Claims arising out of or relating to these Terms and Conditions and the Membership as well as Claims based on contract, tort (including intentional torts), fraud, agency, negligence, statutory or regulatory provisions or any other source of law. The arbitrator, and not any federal, state or local court or agency, shall have authority to resolve any and all disputes relating to the interpretation, applicability, enforceability or formation of these Terms and Conditions, including but not limited to any Claim or Claims that all or any part of these Terms and Conditions are void or voidable. Each Member and SIXT agree that no Claims will be asserted in any representative capacity on a class-wide or collective basis, that no arbitration forum will have jurisdiction to decide any Claims on a class-wide or collective basis, and that no rules for class-wide or collective arbitration will apply.

Each Member and SIXT agree, however, that either of them may bring an individual action in a small claims court with valid jurisdiction provided that the action is not made part of a class action, private attorney general action or other representative or collective action.

### **DISPUTE RESOLUTION PROCEDURE:**

Before asserting a Claim in any proceeding, Member and SIXT agree that either party shall give the other party written notice of the Claim to be asserted thirty (30) days before initiating

a proceeding and make a reasonable good faith effort to resolve the Claim. If you are intending to assert a Claim against a SIXT Group Company, you must send the written notice of the Claim to Attention: Corporate Creations Network Inc., 801 US Highway 1, North Palm Beach, FL 33408. If SIXT is intending to assert a Claim against you, we will send the written notice of the Claim to you at your address appearing in our records. No demand for arbitration may be made after the date when the institution of legal or equitable proceedings based on such Claim or dispute would be barred by the applicable statute of limitation. NO SETTLEMENT DEMAND OR SETTLEMENT OFFER USED PRIOR TO ANY LEGAL PROCEEDING MAY BE USED IN ANY PROCEEDING INCLUDING AS EVIDENCE OR AS AN ADMISSION OF ANY LIABILITY OR DAMAGES (OR LACK THEREOF) AND SHALL REMAIN CONFIDENTIAL BETWEEN THE MEMBER AND SIXT. If the Member and SIXT do not resolve the Claim within thirty (30) days after the above-described notice is received, either party may commence an arbitration by filing a demand for arbitration with the American Arbitration Association (“AAA”) pursuant to its Consumer Arbitration Rules. Claims will be resolved pursuant to the AAA’s Commercial Consumer Arbitration Rules in effect at the time of the demand, as modified by these Terms and Conditions, however, a single arbitrator will be selected according to AAA’s Consumer Arbitration Rules. The AAA rules can be found at [www.adr.org](http://www.adr.org). This arbitration agreement is subject to the Federal Arbitration Act. The arbitrator has no authority to join or consolidate Claims, or adjudicate joined and consolidated Claims. The Member and SIXT agree that the arbitrator’s decision and award will be final and binding and may be confirmed or challenged in any court with jurisdiction as permitted under the Federal Arbitration Act. If (i) the Member’s Claim is less than \$10,000 (USD), and (ii) the Member is able to demonstrate that the costs of arbitration will be prohibitive as compared to costs of litigation, SIXT will pay as much of Member’s filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost prohibitive as compared to the cost of litigation. The Member is responsible for all other costs/fees incurred in arbitration (e.g. fees for attorneys, expert witnesses, etc.). If any portion of this “Dispute Resolution Procedure” section or the “Arbitration Agreement and Class Action Waiver” section is deemed to be invalid or unenforceable or is found not to apply to a Claim, the remainder of said sections shall remain in full force and effect. However, if the “Arbitration Agreement and Class Action Waiver” section is deemed unenforceable, any class action Claim(s) must proceed in a court of competent jurisdiction.

## **15. Place of Jurisdiction (only for Members residing outside the US and Canada).**

For Members residing outside the US and Canada, the following applies:

If a Member is a consumer and resident in the European Economic Area (EEA), the Member can choose to submit their Claims either to the court with jurisdiction at their place of residence or the court with jurisdiction in Munich, Federal Republic of Germany. If a Member is not a resident in the EEA, US nor Canada, the exclusive place of jurisdiction is Munich, Federal Republic of Germany.

For Members residing outside the US and Canada, SIXT is not obliged to participate in any arbitration proceedings and will also not offer participation in any such proceedings. The European Commission provides a platform for online dispute resolution, which can be found at <https://ec.europa.eu/consumers/odr/>.

## **16. Additional Information.**

“SIXT”, “SIXT ONE” and all associated trademarks, logos and service marks, along with the contents, structure, and features of this Program are the exclusive intellectual property of the SIXT Group Companies (“SIXT Intellectual Property”). Enrolling in the Program and becoming a Member or having a Membership do not grant any Member, by implication, estoppel or otherwise, any license, interest or right in or to any of the SIXT Intellectual Property.

For any questions or queries, please email us at [sixtone@sixt.com](mailto:sixtone@sixt.com).