

General Terms and Conditions (GTC) for the Reka-Card

All masculine pronouns used in these present GTC refer to women as well.

The GTC shall be regarded as accepted if the cardholder makes use of the Reka-Card service or if the main cardholder does not lodge any objection within 1 month after the Reka-Card has been sent to him.

General information

The Reka-Card is a prepaid and dedicated payment card for obtaining holiday, leisure and travel services in Switzerland.

The Reka-Card is issued by Reka Schweizer Reisekasse. The Reka-Card is a further development of the Reka-Check and its range of use basically corresponds to that of the Reka-Checks. Reka uses the income earned from its activities to finance the bulk of its holiday assistance scheme, for example in the form of free holidays for low-income families.

Area of application and range of use

The Reka-Card can be used solely in Switzerland to make cashless payments at contractual partners of Reka's which have an appropriate POS terminal. The current list of contractual partners can be viewed at any time in the RekaNet or obtained from Reka's customer service department. There is no right to payment with the Reka-Card.

The Reka-Card

In principle, everyone is entitled to obtain a Reka-Card. The Reka-Card is made out in the name of the main cardholder. The main cardholder may apply for additional Reka-Cards (partner card and max. 2 junior cards), which also draw on the main cardholder's credit balance. He shall remain responsible for these additional Reka-Cards and their use. The Reka-Card is to be signed upon receipt.

The partner card shall entitle the holder to obtain services, without restrictions, to the charge of the main cardholder's Reka credit balance. The junior card allows the holder to draw on the main cardholder's credit balance up to a stipulated limit only. The limit for the junior card is specified in the RekaNet or upon inquiry with Reka.

It shall at all events only be possible to obtain services up to the amount of the main cardholder's available credit balance.

Reka-Card fees

Reka shall charge the main cardholder an annual fee for the use of the Reka-Card (see RekaNet for price list). The annual fee shall be deducted directly from the main cardholder's credit balance.

Personal identification number (PIN)

The main cardholder shall receive under separate cover a 4-digit personal identification number (PIN) for each Reka-Card. This number may only be passed on to the respective cardholder (partner card, junior card) and is otherwise to be kept secret. The PIN shall continue to remain valid after replacement of a card.

If a cardholder forgets his PIN, Reka will send him a new card together with a new PIN. The cardholder can change his 4-digit PIN repeatedly into a 4 to 6-digit PIN at any Postomat.

After an incorrect PIN has been entered 3 times, the Reka-Card will be blocked. The cardholder shall have one attempt to unblock his card at a Postomat.

Reka credit balance

The main cardholder may top up his credit balance at certain sales points. Reka shall decide the permissible maximum amount and the permissible periodicity. Information about sales points and maximum amounts is available in the RekaNet.

The discount granted when topping up the credit balance shall be defined by the Reka issuing agencies and/or Reka.

The Reka credit balance can not be pledged. The cardholder can call up his credit balance in the RekaNet and at a Postomat.

Obtaining services

The customer can obtain services and/or goods from selected contractual partners of Reka's and pay for them with the Reka-Card. Immediately after use of the Reka-Card, the amount shall be deducted from the main cardholder's Reka credit balance.

Every person who gives proof of authorisation by entering a Reka-Card and the matching PIN in a device provided for this purpose, shall be regarded as authorised. Any disputes of the main cardholder's with third parties can not be asserted against Reka. The main cardholder shall accept all withdrawals made with Reka-Cards provided they have been correctly registered with Reka.

Registration shall be regarded as correct if technical and administrative examinations conducted by Reka do not show any indications of faulty recording and if a technical failure of the system can not be proved.

When obtaining petrol, a default amount defined by Reka shall be automatically reserved at the Tankomat. If the amount to be paid for the petrol obtained exceeds the default amount, the Reka-Card can be inserted again. Purchases from a Tankomat may be refused if the Reka credit balance does not show a minimum amount of CHF 60.–.

Liability

After a card loss has been reported to Reka, Reka shall be liable for losses incurred by the main cardholder through the wrongful use of the Reka-Card by third parties, provided that the cardholders (main cardholder, additional cardholders) have complied with all terms for the use of the Reka-Card and that they are not otherwise to blame in any way. The cardholders and their spouses, life partners and children shall not be regarded as third parties. Any damage is to be reported to Reka immediately upon discovery.

Reka shall not be liable for further losses or consequential losses. In particular, any liability by Reka for losses incurred by the main cardholder from transmission errors, technical defects, malfunctions, illegal interference with telecommunication installations, network overloading, wanton obstruction of electronic access points by third parties or other inadequacies shall be excluded.

Blocking

Every cardholder can have his Reka-Card blocked; in addition, the main cardholder can have all associated partner and junior cards blocked. For security reasons, Reka can block several cards issued in the cardholder's name in response to a blocking request by that cardholder.

Reka shall be entitled at any time, without prior notification to the main cardholder and without stating any reasons, to block the Reka-Card or the provision of certain services.

In addition, Reka can block the card and dispose of the credit balance if the card has not been used for 12 months, the credit balance is insufficient to cover the annual card fees and the main cardholder has not responded to Reka's letters. The remaining credit balance shall be used for a social purpose defined by Reka.

Notice of termination

The main cardholder can give notice of termination of his Reka-Card and any additional cards at any time. If notice of termination of the main card is given, any partner and junior cards must also be returned. In the case of termination of the Reka-Card, the cardholder shall not have any right to reimbursement of the card fee.

Any possible credit balance of the main cardholder shall be reimbursed to him 30 days after receipt of the notice of termination in the form of Reka-Checks, less a commission and the annual card fee. Payment shall take place in units of 10. Any possible residual amount shall be used for a social purpose defined by Reka.

Data protection

Reka declares that it shall comply with the provisions of Swiss data protection legislation and undertakes, in particular, not to pass on the data gathered within the scope of contract management to third parties and only to use them within the scope of the purpose of the contract. The passing on of these data to third parties called in by Reka for contract management shall remain reserved. Reka undertakes to obligate these third parties to the present data protection duties.

Applicable law and place of jurisdiction

These General Terms and Conditions shall be exclusively subject to Swiss Law. The place of jurisdiction shall be Berne.

Amendments to the General Terms and Conditions

Reka reserves the right to amend the GTC at any time. The current version is available on the RekaNet.

The GTC for the use of the Reka-Card service are formulated in German, French, Italian and English. In the case of contradictions, the German version shall be decisive.