



*moving money for better*

### My WU Terms and Conditions

License	Western Union Payment Service Ireland Ltd.
Programme effective since	September 20 <sup>th</sup> , 2019

**1. Important information for participants in My WU® Membership Programme.**

Western Union Payment Services Ireland Limited, an Irish registered company with number 471360, based at Richview Office Park, Unit 9, Clonskeagh, Dublin 14, Ireland announces relaunch of the My WU® Membership Programme (the “Programme”).

These My WU® Membership Programme Terms and Conditions (the “Programme Ts&Cs”) will entirely replace and substitute the 2018 My WU® Membership Programme Terms and Conditions. Please visit [www.wu.com/mywu/it](http://www.wu.com/mywu/it) for more information.

These Programme Ts&Cs contain the terms and conditions governing the modalities of participation to, and functioning of, the Programme. The terms “Western Union”, “we”, “us” and “our” used in these Programme Ts&Cs mean Western Union Payment Services Ireland Limited, as identified above. The terms “You” and “your” mean the person who intends to enroll in the Programme and/or to whom a My WU Number is issued pursuant to these Programme Ts&Cs.

For any other information about the Programme and/or these Programme Ts&Cs, You can visit the website [www.wu.com/mywu/it](http://www.wu.com/mywu/it) (the “Web Site”) or write to us at Western Union c/o Teleperformance, Thisseos 330 Kallithea Athens 17675, Greece.

**2. Description of the Programme.**

The Programme is a membership programme that rewards You offering exclusive and convenient services, benefits and reserved offers.

Enrollment in the Programme is free. You may enroll in the Programme without receiving a financial product or service from Western Union or its affiliates.

Enrollment in the Programme provides You with the following benefits:

- perform Western Union® Money Transfer® transactions (the “Qualifying Transaction”) more conveniently. In such respect, please be informed that Qualifying Transactions are subject to applicable product or service’s specific terms and conditions, which may vary from time to time;
- earn a discount on Qualifying Transactions. Discounts may vary and/or be suspended occasionally if and when Western Union decides to modify the Programme. Discounts are not redeemable or exchangeable for cash;
- participate in any premium operation and/or premium competition launched by Western Union within the context of this Programme (the “Premium Events”) according to the relevant provisions available on the Web Site;
- become holder of a personal My WU Number (the “Number”);
- have access to a reserved and personalized area of the Web Site (the “MY WU Member Profile”) with the possibility to, among others things, consult and/or modify your personal data and verify the status of the performed Qualifying Transactions;

We may require You, from time to time, to verify certain information about yourself (for example, e-mail address or mobile phone number) before You can earn, receive and/or redeem Programme benefits.

### 3. **Participation in the Programme.**

#### *A) Participation in the Programme for Those who Are Already Enrolled in the 2018 My WU® Membership Programme*

If You are already enrolled in the 2018 My WU® Membership Programme, You will be automatically enrolled in this Programme and You will become a member of the My WU® Membership Programme, without prejudice to your right of withdrawal as per section 5 below.

Your 2018 My WU® Membership Programme benefits, as all the advantages of any previous Membership Programme, will be transferred to this Programme, except for the points already collected during the operation connected to the 2018 My WU® Membership Programme.

Your current My WU® will be automatically kept under the new My WU® Membership Programme. . If You do not use your Number for a continuous period of one year, We may suspend Your participation in the Programme without prior notice to You. To reactivate your participation, please contact Western Union as set out in section 8.

#### *B) Participation in the Programme for Those that Are NOT Already Enrolled in the 2018 My WU® Membership Programme*

If You are not already enrolled in the 2018 My WU® Membership Programme, You have to accept these Programme Ts&Cs to enroll in this Programme.

The Programme is open to private individuals who are aged 18 years or older and have a residence and/or domicile at a valid address in Italy. Only one enrollment per person will be accepted. We may, in our discretion, refuse to accept your enrollment if You do not satisfy our enrollment criteria, in accordance with local law.

The modalities to enroll in the Programme are indicated in the Web Site. When enrolling in the Programme, You will be requested to give us your personal data, subject to section 7 below.

You undertake to provide us with complete, updated and truthful personal data and information as well as to communicate to us any change of those data and/or information shouldering your responsibilities in case of false information or of incomplete or untruthful data.

Once we have accepted your enrollment, You will be assigned a Number, as defined above. The Number will be communicated to, and will be immediately usable by, You. Your Number is required to perform any Programme transactions. Your Number can only be used by You. The use of your Number is subject to these Programme Ts&Cs. The Number is personal and cannot be shared with anyone else other than You. Your Number cannot be used anymore upon our request in case of abuse, cancellation of these Programme Ts&Cs or ending of the Programme. You may hold only one MY WU Member Profile, and the current and future accrued benefits and/or rewards cannot be shared or transferred at any time to any third party.

As indicated above, if You do not use your Number for a continuous period of one year, We may suspend Your participation in the Programme without prior notice to You. To reactivate your participation, please contact Western Union as set out in section 8.

### 4. **Duration**

The Programme will last for a period of two years, save for our discretion to interrupt it in any moment, with a prior notice of 30 (thirty) days. The Premium Events organized within the context of this Programme will have the duration indicated in their relevant provisions available on the Web Site.

**5. Withdrawal from the Programme.**

You can withdraw from the Programme at any moment and freely by contacting us in the manner described below in section 8; after we receive your notice of withdrawal, all your accrued benefits will be lost with immediate effect.

**6. Exclusion from the Programme.**

We reserve the right to exclude You from the Programme, if You:

- violate these Programme Ts&Cs and/or running Premium events' provisions;
- adopt a behavior that is non-compliant with these Programme Ts&Cs and/or running Premium Events' provisions;
- communicate to us false or untruthful information at the enrollment in the Programme;
- adopt a behavior non-compliant with law.

We will promptly inform You about your exclusion with a notice sent by means of registered letter or by email. Once You have been excluded, all your accrued benefits will be lost.

Withdrawal or exclusion from any single running Premium Event will not determine your automatic exclusion from the Programme.

If You are excluded from the Programme, You will not have the right to re-enroll in the Programme, save for our different, discretionary and incontestable decision.

**7. 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 GDPR, which is posted at [hyperlink <https://cdn.mywu.com/legal/it/it/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.

**8. How to contact Western Union.**

You may contact Western Union to withdraw from the Programme, to request a lost or forgotten Number, to change or correct your personal information or request a copy of the data that Western Union maintains about your participation in the Programme or for any other question about the Programme. You may contact Western Union by logging onto <https://www.westernunion.com/it/it/contact-us.html> or by writing to us at: Western Union c/o Teleperformance, Thisseos 330 Kallithea Athens 17675, Greece.

**9. Assignment.**

Notwithstanding any other provision in these Programme Ts&Cs, You cannot assign or transfer these Programme Ts&Cs or allow others to use your Number. You will be responsible for any unauthorized use of your Number unless and until You report it lost or stolen to us. We may assign our rights or delegate our duties under these Programme Ts&Cs in our sole discretion.

**10. Governing Law and Jurisdiction.**

These Programme Ts&Cs shall be governed by, and interpreted in accordance with, Italian law with the exclusion of conflict of law rules, with the exception of Section 7 and data processing that shall be governed by, and interpreted in accordance with, Irish law.

Any dispute arising in connection with these Programme Ts&Cs shall be subject to a preliminary mediation attempt, which is covered under the Mediation Rules of the ADR Center. All current regulations, forms and cost are available at [www.adrcenter.com](http://www.adrcenter.com). The seat of the mediation will be Rome and the language of the preliminary mediation attempt shall be English. If the mediation fails, the dispute shall be referred to the Ordinary Court of Rome (Italy), with the exclusion of any other judicial authority but without prejudice to the possible application of mandatory rules with reference to the competent judicial authorities.

**11. Changes and updates**

We may, from time to time, amend these Programme Ts&Cs by posting them on our Web Site. These Programme Ts&Cs can be obtained anytime by logging onto the Web Site or by contacting us as set forth above under section 8.

**12. Provisions severability.**

If any provision of these Programme Ts&Cs is held to be invalid or unenforceable, the remainder of these Programme Ts&Cs will not be affected.