



Honey Bee Model Consumer Consent For Card-linking v1.0

www.cardlinx.org

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The Honey Bee Model Express Consumer Consent Language v1.0

Problem Definition:

Because of the increasing demand by consumers for card-linked offers and loyalty programs, many new programs are being launched by digital publishers, loyalty companies and digital wallets. Consumers require the flexibility of enrolling any of their payment cards or all of their payment cards in these programs. However the differing disclosures and consents sometimes make its difficult for a consumer to understand what they are consenting to. Companies that enroll consumers are challenged by the different disclosures and requirements from payment networks, banks and processors making it time consuming and expensive to launch a new card-linked program.

Solution:

The Honey Bee Consumer Consent 1.0 will provide a model consumer consent that is clear, easy to understand and compliant with The CardLinx Association Member company best practices.

Legal Disclaimer:

It is the policy of The CardLinx Association and its members to promote and foster competition. Therefore, in carrying out its activities, it is the policy of CardLinx and its members to act at all times in accordance with, and strictly adhere to, the letter and spirit of all applicable national and international antitrust, competition laws and regulations. Nothing within the Honey Bee Standard shall be interpreted or implemented in such a way as to contravene such laws and regulations or to restrict parties from negotiating competitive market terms for goods and services or restricting competition in any way.

How to Provide Feedback/Comment:

Members of the CardLinx Association are invited to provide feedback on the standards to cardlinxstandards@cardlinx.org.



Express Consumer Consent Language

Model Express Consent:

1. Recommend the “click action” consent mechanism (e.g., an “I agree” button) rather than a checkbox plus click action.
2. Recommend the following model language for Express Consent.

In accordance with the CardLinX Association model consumer consent, I accept the Terms of Use, and direct Parties to monitor and share payment card transaction data about my purchases, and promotion redemptions if applicable, to enable my participation in the [NAME Company card-linked program] Program, and such other uses of my information, as identified in the Terms of Use*

*Notes:

The underlined items indicate live hyperlinks as follows:

- CardLinX Association [<http://cardlinx.org>]
- Terms of Use [Link to top of Company card-linked program full Terms of Use]
- Parties [Link to listing in Terms of Use of specific key parties in distribution chain (e.g., Company, Payment Processors, Merchants)]

Model Terms of Use:

The below language is expected to be included as a section of Program Terms of Use or Privacy Policy. It is not anticipated to represent a full stand alone Terms for any Program.



Standard Terms for Consent:

By agreeing to participate in the [insert NAME of Company card-linked program] ("**Program**"), you authorize [**Company**] to collect and use your [enrolled and activated card(s) in Program (each an "**Enrolled Card**") information ("**Enrolled Card Information**"), and your other Program-related information, including without limitation information about your [Offers], interaction and redemption of Offers, and account activity (collectively, "**Program Information**") and **Transaction Information** provided by Payment Processors as follows.

Share Data

- a. Share your **Enrolled Card** information and **Program Information** with **Payment Processors** to:
 - i. enable **Payment Processors** to monitor your transactions, collect and provide [Company] with details about transactions related to [Offers] (including date, time, Merchant name and ID, last four digits of the credit or debit card, and the amount of the transaction) ("**Transaction Information**"); and
 - ii. confirm a purchase or return to match transactions to confirm whether you qualify for an [Offer] or otherwise determine account status.
- b. Share your **Program Information** and **Transaction Information** with Merchants to:
 - i. confirm a purchase or return to match transactions to confirm whether you qualify for an [Offer] or otherwise determine account status; and
 - ii. allow Merchants to assess the results of Merchant campaigns.
- c. Share your **Program Information** with other companies or individuals to perform functions on our behalf ("**Third Party Servicers**"). These functions may include, among other things, analyzing data; providing marketing assistance; or other business functions.



Standard Terms for Consent (contd.):

Use Data

d. Use **Program Information** and **Transaction Information** to:

[Check all that apply]

- provide you with customized [Offers], content and advertising on the [Program Sites and Program Services]
- provide you with customized [Offers], content and advertising on [third party sites] via [insert specific description and note if any personalized information shared outside named Parties]
- improve [Company] products and services

Use and Share Data

- e. Use and share your **Program Information** for such other purposes as expressly set forth in our [Privacy Policy] such as.
- i. administer the **Program**, including but not limited to identifying fraud or other potential misuse of the Program;
 - ii. in order to respond to a request from a government authority; or
 - iii. to assist with customer support requests
- f. Use and share de-identified **Program Information** or **Transaction Information** as indicated for de-identified data in our [Privacy Policy].

If you wish to cancel your membership in the **Program** and cease future information sharing, you must [insert specific contact and instructions].



Defined Terms

The below terms are bracketed in model language, and expected to be defined in Program-specific Terms of Use. We have provided example definitions below that may be appropriate, depending on Program elements and contractual arrangements of the Company offering the Program.

“Offer” means an offer to earn identified card-linked benefits which may consist of an action that You are required to take to claim and may include but is not limited to an amount that needs to be spent (excluding tax and tip), as well as an expiration date for the offer, and any additional terms or limitations associated with the offer.

“Payment Processors” are third party payment processors including but not limited to First Data, Visa, MasterCard, American Express and Rewards Network.

“Campaign” means advertising, promotional, or marketing campaigns featuring CLOs enabled by the CLO Services so as to allow consumers to Link CLOs to a registered Payment Card in order to have the Redemption Value automatically credited to such Payment Card or other rewards account or applied as a purchase price reduction at the point of sale, as may be provided in the IO.

“Merchants,” means a merchant sponsoring a particular Offer.

“Program Site” is the website offered by Company at [[www._____](#)] including any mobile or co-branded version of such site.

“Program Service” is any product or service, including without limitation email subscriptions, offered by or accessed via the Program Site.

In addition, references to **“Company”** are expected to refer to the NAME of Company presenting the Program to consumers and entering into the legal contract formed by Terms of Use.

Privacy Policy [anticipated to be a live hyperlink to Program Privacy Policy]

Optional Permissions: The workgroup agreed that there are a number of unique case-specific situations, such as finely tuned retargeting, inter-program sharing, and historical data access and use, where Program-specific uses and contractual relationships required Program-specific careful consideration of language and consumers consent mechanisms. The workgroup consensus was that clarity and specificity were especially important in these situations, but given the Program-specific ties declined to propose recommended language.

