

# MY TIME REWARDS TERMS OF SERVICE

*Last modified date: 14 February 2018*

*Effective Date: 14 February 2018*

Your My Time Rewards Membership is governed by two separate key documents (together, '**your Agreement**')

- 1) Your Welcome Pack email (which you will receive by email after enrolling in the Service); and
- 2) These Terms of Service, which include the Benefit-Specific Terms of Service as set out in Section B below.

It is important that you read all of the documents forming your Agreement carefully since they contain important information about your My Time Rewards Membership, including your rights and obligations. Please save/print a copy of your documents and keep them together and in a safe place in case you need to refer to them in future.

Your My Time Rewards Agreement is made between:

You ("you" or "Member"); and

Webloyalty International SARL Company no CH-550-1105751-7 c23 route de Crassier (Business Park Terre Bonne, Bâtiment A3), 1262 Eysins, Switzerland ("WL" "we" "us").

Payment of the Membership Fee or acceptance or use of the Webloyalty Membership Service and the receipt of any of the specific benefits will constitute the Member's acceptance of all of the terms and conditions of this Agreement.

By entering into this Agreement with WL, you will become a Member of the My Time Rewards programme operated by Webloyalty International SARL ("Webloyalty Programme").

## Glossary of Key Terms

- **Affiliated Merchants:** the third party suppliers that offer goods and services on the Website
- **Cashback Merchants:** the third party suppliers that offer cashback deals on the Website
- **Items:** the goods and services purchase
- **Member:** a person who has joined the Webloyalty Programme
- **Membership Fee:** the monthly fee payable by Member using a UK registered credit or debit card during his membership. The period and amount of this fee will be notified during the enrolment process and confirmed to Member in the Membership Pack
- **Membership Pack:** the information pack You will receive from WL by email or post after enrolling in the Webloyalty Programme and which contains the start date of your membership, details of the Membership Fee together with other important information relating to your membership
- **Personal Information:** personally identifiable information such as your full name, telephone number and email and mailing address
- **The Website:** mytimerewards.co.uk
- **Webloyalty Programme:** the My Time Rewards programme operated by Webloyalty
- **Webloyalty Membership Service:** the right to participate in the Webloyalty Programme, and earn and receive cashback and other benefits
- **WL:** Webloyalty International SARL Company no CHE-344.043.246, 23 route de Crassier (Business Park Terre Bonne, Bâtiment A3), 1262 Eysins, Switzerland

## SECTION A: MEMBERSHIP TERMS OF SERVICE

### 1. MEMBERSHIP SERVICE DESCRIPTION

As a Member of the Webloyalty Programme WL grants you the right to earn cashback, access vouchers at a discount and to earn or receive other benefits. Collectively, the right to participate in the Webloyalty Programme and the right to earn and receive cashback and other benefits is referred to as the Webloyalty Membership Service ("Webloyalty Membership Service"). The specific benefits of the Webloyalty Membership Service are always subject to availability and subject to change. The Member should check the Website or contact the Customer Service team (see contact information below) in order to check whether a particular benefit is available at that time.

### 2. YOUR ELIGIBILITY

In order receive the Webloyalty Membership Service and to qualify for any benefits associated with the Webloyalty

Membership Service, the Member must be 18 years or older, and a resident of the United Kingdom with a UK registered credit or debit card and a UK bank account/IBAN. WL reserves the right, at its sole discretion, to refuse any person from becoming a Member. Any individual may only hold one Membership in the Webloyalty Programme at a time. The Member agrees that the Webloyalty Membership Service may only be used for his/her own personal benefit. Membership of the Webloyalty Programme is not transferable. If the Member has more than one active membership, and/or the Member fails to comply with any provision of this Agreement, WL reserves the right to terminate all memberships and in such case any accrued benefits and/or cashback earned but not paid at the date of termination will be forfeited.

The bank account details /IBAN you provide to receive your benefit must only be used by you. If your bank account number/IBAN is being used by another Member, the Membership which was created later will be terminated and any accrued benefits not paid at the time of termination will be forfeited. If WL suspect these accounts have been created for misuse or fraudulent activity, WL reserves the right to terminate all accounts using the same bank account number/IBAN and any accrued benefits not paid at the time of termination will be forfeited.

Members must be human; no machines, scripts or automated services may be used to accumulate financial benefits derived from membership and use of the Webloyalty Programme.

### **3. MEMBERSHIP AND USE**

Provided that the Member complies with the requirements set out in these Terms of Service, WL agrees to provide the Webloyalty Membership Service to the Member for the term of this Agreement. WL will endeavour to make the Website available 24 hours a day, 7 days a week. However, there may be times when WL is unable to make the Website available for technical, operational reasons, such as scheduled maintenance shutdowns, or for other commercial reasons. Any printed material and software provided by WL to the Member is the exclusive property of WL.

Members are required to use the Service in accordance with these Terms and in an honest and ethical manner. Failure to do so may result in the immediate termination of any membership or multiple memberships and in such case any accrued benefits and/or cashback earned but not paid at the date of termination will be forfeited.

To gain access to the Website Members must have Internet access, an email address, a user name and a password. Member agrees to keep Member's user name and password private so that they cannot be used by any other person. WL will not be liable for any damages, losses or expenses suffered by Member or any third party as a result of any unauthorised person gaining access to any of the "Member only" areas of the Website where WL is not at fault.

We would like to draw your attention on the fact that, as part of the Webloyalty Membership Service, we may use the services of financial institutions or bank's subcontractors, subject to legal reporting requirements. In such circumstances these financial institutions or bank's subcontractors may carry out identity checks before any financial transaction is processed, including whenever we would process the payment of your benefits. Any information, which is processed by way of transfer to said financial institutions or bank's subcontractors, is intended for their use only and for this specified purpose only.

We may ask you to provide us with a copy of your proof of identity (ID/passport) as well as some additional information such as date and place of birth, address, and phone number and UK bank statement. We inform you that your failure or refusal to provide the information requested will prevent us from providing the benefits of the Membership and may result in the termination of your Membership. There may also be some delay to us commencing delivering of your benefits to you as a result of these checks.

### **4. MEMBERSHIP FEE**

Membership of the Webloyalty Programme is free for the first 30 days. Thereafter, the Member will be charged a monthly fee (the "Membership Fee") as notified during the enrolment process and confirmed to the Member in the Welcome Pack email. Payment of the Membership fee will entitle the Member to continue his or her Membership of the Webloyalty Programme and receive the Webloyalty Membership Service. The Membership Fee will be billed automatically to the Member's designated payment vehicle, which may include a credit or debit card (each a "Billing Device") unless the agreement is cancelled or terminated by the Member or WL. WL may from time to time change the Membership Fee and will give you at least 30 days advance notice before doing so. In the event of any such change your attention is drawn to your general right of termination as set out below.

### **5. TERM**

This Agreement shall enter into force on the effective date of the Member's membership in the Webloyalty

Programme, for an initial period of thirty (30) days ("Initial Period"), unless otherwise limited on the subscription pages.

Depending on what is mentioned on the subscription pages of the Webloyalty Membership Service (and confirmed thereafter in the Membership Pack), the Member may (or may not) be required to pay a monthly Membership Fee.

If the Initial Period is free: Member has the right to cancel the Agreement at any time up until 30 days from the start date of this Agreement without giving a reason or paying any Membership Fees (this Initial Period includes the legal right to cancel the Agreement at any time up until 14 days from the start date of this Agreement without giving a reason or paying any fees). A model cancellation form is provided at the end of these Terms of Service and can be downloaded by [clicking here](#).

- If the Initial Period is not free: Member has the legal right to cancel the Agreement at any time up until 14 days from the start date of this Agreement without giving a reason or paying any Membership Fees. On the expiry of 14 days, Member can still cancel the Agreement during the Initial Period but will not be entitled to a refund of his first Membership Fee paid.
- After the Initial Period this Agreement will be automatically renewed for successive periods equal to the Initial Period - during which a monthly Membership Fee shall be paid by the Member unless:
  - (i) the Member has exercised his legal right of cancellation within fourteen (14) days or any relevant trial period, and /or
  - (ii) If the Initial Period is free, the Member has exercised his right of cancellation within this Initial Period and /or
  - (iii) Webloyalty has informed him of its intention not to renew the contract when due, and /or
  - (iv) The Membership was terminated earlier, in accordance with the Termination section.

The Agreement shall terminate on the last day of the Initial Period or renewal period during which either party terminates the Agreement, except as set out in the Termination section. Each period is calculated from date to date and not on a calendar basis.

## 6. CANCELLATION AND TERMINATION

### Cancellation or Termination by You

You can cancel your Membership at any time without having to justify the reason by notifying WL in the following ways:

- **online** via the online cancellation service (available through the [Contact Us](#) area of the Website when the Member is logged in).
- **by email:** at [customerservice@mytimerewards.co.uk](mailto:customerservice@mytimerewards.co.uk).
- **by calling** 0800 731 9936 (Monday to Friday 8am-8pm, and Saturday 9am- 4pm excluding bank holidays). Your call will be redirected to one of our Customer Service Representatives (operating from outside the UK).
- **in writing** to My Time Rewards, Sentinel House, Airspeed Road, Portsmouth, Hampshire, PO3 5RF. Your correspondence will be redirected to one of our Customer Service Representatives (operating from outside the UK).
- **via the Cancellation Form**, which is provided at the bottom of this Agreement and is also [downloadable here](#).

A Member who terminates his membership shall have the right to use and receive all the benefits of the Webloyalty Membership Service for the rest of the monthly membership period. At the end of the said period, the termination will take effect and the Member will no longer have access to the Webloyalty Membership Service, nor any obligation to pay any further Membership Fee.

### Termination by WL

WL has the right to terminate the Membership of a Member at any time and for any reason on thirty (30) days written notice and in this case WL shall reimburse the member the Membership Fee for the monthly current period, prorated for the portion of the remaining period as the case may be. The Member shall immediately cease using or receiving all the benefits of the Webloyalty Membership Service as from the effective date of termination. The notification will be sent to the email address provided by the Member. WL will not be responsible for any non-receipt of notice by Member where such failure is caused by any reason outside the reasonable control of

WL, including, but not limited to non-receipt due to; an error in your email address, an inaccurate email address, your failure to check your email online, your failure to inform WL of a change in your email address or a failure of the Internet.

In addition, WL has the right to immediately terminate this Agreement for breach by the Member of the obligations under this Agreement. WL also has the right to terminate any membership with immediate effect if the e-mail address or mailing address provided by the Member is no longer valid, if the Member has provided an invalid payment method when s/he subscribed or if the means of payment provided by the Member becomes invalid or expires during this Agreement. An invalid payment method can in particular comprise a lost or stolen credit card, a bank card that cannot be charged (fenced bank account or bank account where overdraft limit has been reached, for example) or an invalid credit card number.

WL also reserves the right to immediately terminate any membership for any misuse or fraudulent activity, any extraordinary activity which suggests fraudulent use beyond personal and domestic use of the Webloyalty Membership Service, for example and not exhaustively, including, where a trial period for the Webloyalty Membership Service is offered to the Member, if he subscribes several times to the Webloyalty Membership Service and terminates before the end of the trial period, thus benefiting from the service several times without paying a Membership Fee. Similarly, if a Member has made purchases for non-personal use or attempts to obtain benefits through the Webloyalty Membership Service for purchases made by another person or that s/he falsified supporting documents. Additionally, exceptional levels of cancelled orders and/or exceptional levels of returned orders may be deemed misuse and result in termination of your membership.

In case of immediate termination of this Agreement at the request of WL, WL has the right to immediately terminate the payment of all accrued benefits without any right for the Member to reclaim them or any other compensation.

To enable WL to carry out investigations into the validity of any Member activity, Member may be required to provide evidence of identification and/or of Items. Such evidence may include proof of delivery address, Member's address and/or copies of all relevant purchase receipts or such other evidence as WL may reasonably request from time to time.

A cancelling Member is prohibited from re-enrolling in the Webloyalty Membership Service for at least six (6) months. If any additional memberships are detected during this six month period by way of name and/or address, email, payment details and/or bank account/IBAN they shall be cancelled and any accrued benefits shall be forfeited.

## **7. CHANGES TO YOUR AGREEMENT**

WL may revise these Terms of Service from time to time. WL will only make changes where we have a valid reason to do so. Where possible, WL will notify you regarding any material changes to the services, your agreement or the fees and will give you at least 30 days advance notice before making any such change. In the event of any such changes, your attention is drawn to your general right of termination as set out above. WL will notify Members on the Website or by email if revised Terms of Service apply. Members are encouraged to read any revised Terms of Service.

## **8. LIABILITY**

### **Affiliated and Cashback Merchants**

The Member acknowledges that while WL may be the provider of the Webloyalty Membership Service, items purchased ("Items") by the Member through the Website are provided directly by third party suppliers (each referred to as "Affiliated Merchants" and, or "Cashback Merchants"). The Member acknowledges that, in such circumstances, WL has no control over the quality, safety or legality of Items advertised by Affiliated or Cashback Merchants or the truth or accuracy of the listings or the ability of Affiliated or Cashback Merchants to sell the Items. Orders placed by Members through use of the Webloyalty Membership Service and communicated to Affiliated Merchants and/or Cashback Merchants are offers by Members to purchase Items from such Affiliated Merchants. WL cannot and does not control whether or not Affiliated or Cashback Merchants will accept such offers or complete the sale of the Items they offer. With respect to Items provided by Affiliated or Cashback Merchants, WL will have no liability to the Member arising out of: (i) the failure of any participating Affiliated or Cashback Merchants of any Items to supply any such Items on the terms offered; (ii) any delay in delivery of any Items, regardless of the cause of such delay, or (iii) any defective or non-conforming Items. If you buy products or services from Affiliated or Cashback Merchants you become a customer of those Affiliated or Cashback Merchants and therefore must direct any comments, complaints or Enquiries regarding your purchases to them directly, and not to WL. All rules, policies (including privacy policies) and operating procedures of those Affiliated or Cashback Merchants will apply to you while you are using those websites or local store locations. No reference

to a third party product or service indicates an endorsement by WL.

### **WL Service & limitation of Liability**

WL makes no representation or warranty whatsoever, express or implied that the Member's access to the Website will be uninterrupted, timely, secure or error-free. WL agrees to take reasonable steps to prevent the introduction of viruses or other destructive materials to the Website. WL does not warrant, guarantee or make any representations that the Website is entirely free of destructive material and we exclude all liability in this respect unless (and to the extent) attributable to our breach or negligence. Except as expressly set out in your Agreement, WL excludes all other promises to the extent that WL is legally allowed to exclude them. (Please refer to your local Citizen's Advice Bureau or local Trading Standards office for information about your statutory rights and promises which WL is not legally allowed to exclude). This section (and any other clause excluding or restricting our liability) applies to WL's directors, officers, employees, subcontractors, agents and affiliated companies as well as to WL. Nothing in this agreement in any way limits or excludes WL's liability for negligence causing death or personal injury or for fraudulent misrepresentation or for anything which may not legally be excluded or limited.

Without prejudice to the rest of your agreement, WL's liability of any kind in respect of any services or otherwise shall be limited to the amount equal to fees payable by you in any twelve month period under your Agreement.

WL will not pay for losses arising from our inability to provide the Webloyalty Membership Service in the event of war, terrorism, invasion, an act of foreign enemy, hostilities (whether war be declared or not), riot, strike, civil commotion, civil war, revolution, insurrection or military or usurped power.

### **9. COMMUNICATIONS**

The Member hereby authorises WL to deliver any and all communications ("Communications"), including but not limited to Membership information, procedures on use of the Webloyalty Membership Service, changes in the Webloyalty Membership Service benefits, and change in the Membership Fee to the Member's email address or postal address at WL's discretion. Member further authorises WL to deliver any Communication by sending in lieu of such Communication (the "Underlying Communication"), a notice that directs the Member to an address on the World Wide Web ("Web") where the Underlying Communication is posted. The Member agrees that the sending of a notice of delivery by Web posting shall constitute delivery whether or not the Member actually accesses the Underlying Communication via the Web. The Member agrees that he or she will not, for any reason, alter any Communication delivered electronically or otherwise. WL does not guarantee Web access, however WL offers the Member various ways of communicating with its customer service staff (see Customer Services Contact Information in Section 6).

### **10. TAXES**

The Membership Fee is inclusive of all applicable taxes.

### **11. USE OF INFORMATION**

The details you supply will be stored securely and used by us to administer your Membership of the Webloyalty Programme. Information may be disclosed to Affiliated Merchants, regulatory bodies and/or your bank or card issuer and/or our subcontractors for the purposes of providing the Webloyalty Membership Service. We may disclose your information to the marketing partner that provided you with details of our offer to enable them to track the offer that you accepted from us and to enable them to undertake market research and data analysis in relation to but not limited to your shopping trends and behaviours. Information shared with the marketing partner may include name, address, email address, purchasing patterns and/or details on the status of your Membership of the Webloyalty Programme, and will not be used for promotional or marketing purposes, and will not be disclosed by them to third parties, other than for the purposes stated above, who have undertaken in a binding agreement to process and maintain the confidentiality of your data in line with applicable law. These details will not be kept for longer than necessary. You are entitled to a copy of all of the information held about you for which we may charge you £10. Your credit or debit card issuer will pass your name, address, date of birth and card details to us for the purpose of providing the Webloyalty Membership Service and billing your account with the fees. From time to time we may ask your card issuer to update us with any changes to the information they have provided to us, for example by providing us with any updated or new card numbers or expiry dates. Please see our **Privacy and Cookies Policy** for more information.

By entering into this Agreement, you give your consent to the transfer of data outside of the EEA including to Switzerland and the USA (including to a sister company of WL) for the purposes of data processing relating to the provision of the Webloyalty Membership Services. Your data may also be disclosed to third parties where required by law or in the event that we merge with or are bought by another company, or otherwise undergo a corporate restructuring. For more information about our data processing activities, please write to My Time Rewards, Sentinel House, Airspeed Road, Portsmouth, Hampshire, PO3 5RF. Your correspondence will be redirected to one of our Customer Service Representatives located in Switzerland.



## **12. ENTIRE AGREEMENT**

The Member acknowledges that use of any particular benefit will be subject to additional terms of service ("Benefit-Specific Terms of Service). This Agreement, including these Membership Terms of Service, the Benefit-Specific Terms of Service and the Welcome Pack email, constitute the entire understanding and Agreement of the parties with respect to the subject matter hereof and will supersede any and all prior oral or written communications, representations or agreements, other than with respect to the initial Membership Fee and membership term to which the Member agreed at the time of his or her enrolment.

## **13. GENERAL**

If any provision of your Agreement is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of your agreement which shall remain in full force and effect. WL's failure to insist upon or enforce strict performance of any right or provision of this Agreement shall not constitute or be construed as a waiver of any right or provision.

## **14. NOTICE**

The Member must notify WL of any change to his or her address, email address and/or Billing Device. Customer Services contact information is set out in Section 6 above and is also available on the Website.

## **15. ASSIGNMENT**

This Agreement may be assigned in whole or in part by WL at any time in its discretion. This Agreement may not be assigned by the Member without WL's prior written consent.

## **16. GOVERNING LAW AND DISPUTES**

This Agreement will be governed by and construed in accordance with the laws of England and Wales. The Member agrees to settle any disputes regarding Affiliated Merchant's Items directly with the applicable Affiliated Merchant and not involve WL in a dispute between the Member and an Affiliated Merchant.

## **17. ENGLISH LANGUAGE**

The parties hereto have requested that this Agreement and all correspondence and all documentation respecting this Agreement be written in the English language.

## **18. RIGHTS OF THIRD PARTIES**

This Agreement does not confer any rights on any person or party (other than WL and the Member) under the Contracts (Rights of Third Parties) Act 1999.

## **19. WAIVER**

Any omission to exercise, or delay in exercising, any right or remedy under this Agreement shall not constitute a waiver of that, or any other, right or remedy. The waiver by any party to this Agreement of any of its rights or remedies arising under this Agreement or by law shall not constitute a continuing waiver of that right or remedy or a waiver of any other right or remedy.

## **20. COPYRIGHTS**

All content included on this site, such as text, graphics, logos, button icons, images, audio clips and software, is the property of Webloyalty International SARL and its affiliates, its content suppliers or its clients and is protected by copyright laws. The compilation (meaning the selection, arrangement, assembly and/or collection) of all content on this site is the exclusive property of Webloyalty International SARL and its affiliates and is protected by copyright laws. Any other use, including the reproduction, modification, distribution, transmission, republication, display or performance, of the content on this site is strictly prohibited.

## **21. PATENTS**

One or more aspects of this website are covered by one or more of the following US patents: 6,574,606; 6,885,995.

# **SECTION B: BENEFIT-SPECIFIC TERMS OF SERVICE**

### **Welcome Reward:**

1. A Welcome Reward is available to all Members when they join the Webloyalty Programme and details and conditions relating to the Welcome Reward can be found via the 'My Rewards' link on the Website.
2. Members must claim the Welcome Reward within three months of joining the Webloyalty Programme. After this

three month period, the Welcome Reward is no longer available.

3. This Welcome Reward may be claimed by Members even if they choose to cancel prior to the end of the three month period.

4. To claim the Reward simply email your online sales confirmation receipt within three months of making your purchase. Make sure your order confirmation number and purchase date are included, along with your name and membership number. Please ensure your email is no larger than 500KB in size. You can send your email to [benefits@mytimerewards.co.uk](mailto:benefits@mytimerewards.co.uk). Alternatively, send your postal receipt to My Time Rewards, Sentinel House, Airspeed Road, Portsmouth, Hampshire, PO3 5RF.

5. This Welcome Reward is not transferable.

#### **Monthly Member Reward:**

1. As a Member of the Webloyalty Programme, you are entitled to claim a monthly cashback reward ("Monthly Member Reward") valid either towards an online purchase you make from the merchant through which you signed up as a Member of the Webloyalty Programme ("the Merchant"), or as otherwise set out via the 'My Rewards' link on the Website.

2. You can claim your Monthly Member Reward once every month for as long as your Membership remains active.

3. This Welcome Reward may be claimed by Members even if they choose to cancel prior to the end of the three month period.

4. To claim your Monthly Member Reward for an online purchase made with the Merchant, simply email your online sales confirmation receipt within 30 days of making your purchase. Make sure your order confirmation number and purchase date are included, along with your name and membership number. Please ensure your email is no larger than 500KB in size. You can send your email to [benefits@mytimerewards.co.uk](mailto:benefits@mytimerewards.co.uk). Alternatively, send your postal receipt to My Time Rewards, Sentinel House, Airspeed Road, Portsmouth, Hampshire, PO3 5RF.

5. This Monthly Member Reward is not transferable.

#### **Cashback rewards:**

1. An index of the merchants offering cashback via the Website ("Cashback Merchants") is provided by WL on Website. WL is not responsible for changes to, or discontinuance of, any Cashback Merchant, or any Cashback Merchant's withdrawal from the Webloyalty Programme, or for any effect on accrual of cashback caused by such changes, discontinuance, or withdrawal. WL is not responsible for changes to, or discontinuance of any special offer or coupon code. It is the Member's responsibility to make sure that all special offers are valid. If you choose to use coupons and specials that are listed or are not listed on the Cashback Merchant landing page, WL cannot guarantee that you will be eligible to receive cashback on your purchases.

2. Subject to the cashback limits set out in on the Cashback Merchant landing page, you will be credited a percentage of the net purchases made by you at one of the Cashback Merchants as it relates to each Cashback Merchant. For offline purchases, you can earn up to 10% of the net purchase made by you at the high street store of a Cashback Merchant. The net purchase is defined as the total amount paid to the Cashback Merchant minus tax, gift wrapping, shipping, promotional credits, returns, cancellations, and transaction fees or as the Cashback Merchant defines on their respective website. You can earn a maximum of £250 cashback each month.

3. As a Member, online and offline purchases made through Cashback Merchants will be deemed a "Qualifying Purchase" and will result in the right to earn cashback if and only if all of the following criteria are satisfied:

For offline purchases:

A) The purchase is made by you at a high street store in the UK of a Cashback Merchant that is listed on the Website as participating in the Cashback Rewards benefit at the time of the purchase; and

B) a valid store purchase receipt, together with your name and membership number, is sent by post within 30 days of the purchase to My Time Rewards Customer Services, Sentinel House, Airspeed Road, Portsmouth, PO3 5RF, or, you can email a copy of the receipt and your membership details (name and membership number) to [cashback@mytimerewards.co.uk](mailto:cashback@mytimerewards.co.uk).

For online purchases:

A) "Cookies", both first and third party (if applicable), must be enabled on your Web browser;

B) all potential Qualified Qualifying Purchases must begin by clicking on the Cashback Merchant's link that appears on the Website and being successfully connected to the Cashback Merchant's website based upon that click; and

C) all potential Qualifying Purchases do not violate any Cashback Merchant specific terms set forth on

the landing page of that Cashback Merchant. WL may, at all times, route your request for a Cashback Merchant website through specific links, in order to assure that the sale can be tracked correctly.

Any alteration of these links will invalidate your purchase, which will not be deemed a Qualifying Purchase.

4. There is a maximum eligible cashback amount ("Cashback Maximum") of two hundred and fifty pounds (£250) for all Qualifying Purchases whether made online or offline in any calendar month during your Membership of the Webloyalty Programme. Any purchases you make from Cashback Merchants in a calendar month after reaching the Cashback Maximum shall not be deemed a Qualifying Purchase.

5. Accrued cashback for Qualifying Purchases will be paid directly into the Members designated bank account. If no bank account has been provided, WL will retain such amounts until WL receive this information from you. Cashback is normally paid within 90 days of making a Qualifying Purchase, however, this period may be longer depending on the Cashback Merchant's processes.

6. Cashback awarded to Members is subject to adjustments for returns, cancellations, and other events. WL may apply such adjustments to Members' accounts at any time as WL considers appropriate and at its sole discretion.

7. It is your responsibility to check your account regularly to ensure that cashback has been properly credited and that your account balance is accurate. If you do not believe that a Qualifying Purchase has been correctly credited to your account, you must wait at least 30 days after completing a Qualifying Purchase to contact **Customer Service** as provided on the site. Furthermore, all cashback earned by Members are subject to review. WL may apply necessary adjustments to Members' accounts at any time. WL reserves the right to terminate any account for abusive or fraudulent activity.

8. If you place more than ten (10) orders or transactions from a single Cashback Merchant in any single calendar day, any items contained in orders placed after the tenth order will not be deemed Qualifying Purchases.

9. Except in circumstances where WL have acted negligently, WL will not be held responsible for changes made by Affiliated Merchants whether such changes relate to the discontinuance, removal, withdrawal of or interruption to all or any of the Affiliated Merchants services and whether or not such changes affect the payment of cashback. For the avoidance of doubt, only purchases made at Affiliated Merchants when available through the Webloyalty Membership Service will be eligible for cashback.

10. It is your responsibility to keep your Membership account information current in order to facilitate the payment of your cashback. In the event that your information is not current at the time of payment, WL will retain such amounts until you provide a valid bank account. Please review your details within the My Profile link on the Website regularly to ensure they are up to date.

11. No cashback earned or granted as part of the Webloyalty Programme, may be assigned or transferred to any third party except as expressly permitted by WL in writing and/or may be required by law

12. You authorise WL to disclose to third parties information you have provided, or information that WL has obtained about your account or shipping behaviour: (i) to agents of WL or its Cashback Merchants, such as independent auditors, consultants or lawyers; (ii) to comply with government agency or court orders or requests; (iii) in providing aggregated and non-personalised marketing services for an advertising or Cashback Merchant partner, or (iv) where it is necessary for payments of your cashback. Further, you authorise WL to receive any account information from any Cashback Merchant including, but not limited to information regarding the Qualifying Purchase such as the products ordered, the order number, the time and date the Qualifying Purchase occurred, the email address entered for the Qualifying Purchase. You agree to hold the Cashback Merchant harmless for any information.

13. WL reserves the right to terminate the Cashback Rewards benefit at any time on sixty (60) days' notice. Notification of termination of Cashback Rewards will be sent to the email address you have provided to WL. WL will not be responsible for failing to notify you of termination of Cashback Rewards where such failure is caused by any reason outside the reasonable control of WL, including: an error in your email address, an inaccurate email address, your failure to check for your email online, your failure to inform WL of a change in your email address or a failure of the Internet.

## Cashback Disputes



14. All questions or disputes regarding the Cashback Reward benefit including without limitation, questions or disputes regarding eligibility for the Cashback Reward, or the eligibility of discounts for accrual or redemption, must be submitted in writing to: My Time Rewards, Sentinel House Airspeed Road, Portsmouth, Hampshire, PO3 5RF, or email us at [cashback@mytimerewards.co.uk](mailto:cashback@mytimerewards.co.uk).

15. Nothing in these Terms and Conditions shall be construed as creating or constituting a partnership, joint venture or agency relationship between WL and the Cashback Merchants. The Cashback Merchants shall not have the ability to create any binding obligation on behalf of WL.

**Attractions offers:**

Please note that the My Time Rewards Attractions Offer Service is provided by P&MM Limited. The contract for the attractions element of the Attractions Offer Service is between you and P&MM Limited on P&MM Limited's Terms and Conditions below.

General attractions and activities terms and conditions

1. The attractions that you can search via the Website are provided by P&MM Limited ("P&MM") (Registered Office: Rockingham Drive, Linford Wood, Milton Keynes MK14 6LY No. 1090180).

2. My Time Rewards Attractions can only be issued to UK residents aged 18 years and over. You will be entitled to download vouchers via the website as you require them for use, provided your membership has not been cancelled.

3. Each voucher will have your name and membership number on it. When presenting the voucher at a participating venue you may be asked to provide another form of identification to confirm your identity.

4. All vouchers must be used by the expiry date printed on the voucher. Defaced and photocopied vouchers will not be accepted.

5. Offers are strictly valid for My Time Rewards Members only. Vouchers are non transferable.

6. Presentation of your voucher provides a discount as stated by the individual attractions listed via the website. For individual offer details please consult the individual attraction's offer page via the website.

7. You must check in advance the opening times and admission prices for the location you are planning to visit and that the location is open on the day you propose to visit. Locations may be closed for certain periods of time at Christmas and Easter so if you wish to visit at these times you must check the location is open. Some attractions may not accept vouchers at certain peak times or during certain busy periods such as bank holidays or special event days, and some attractions may require that you book in advance. If you are planning to visit an attraction with children you should check whether children are admitted and the age limit for a child's ticket. There may also be height restrictions for children for certain attractions which you should check in advance directly with the location to avoid disappointment. The provision by the My Time Rewards Attractions Service to you of a voucher is not confirmation that the attraction will be open or that it can be used on the day you plan to visit.

8. Vouchers are only valid at the attractions listed via the website and all vouchers must be surrendered upon use.

9. The voucher may only be exchanged for the attraction set out on the voucher, it cannot be exchanged for cash.

10. The offers cannot be used in conjunction with any other offer.

11. The attractions reserve the right to refuse admission and all visitors must adhere to the terms and conditions of the attraction.

12. Tickets purchased in conjunction with downloadable vouchers must be used on the same day.

13. Disabled facilities and wheelchair access will vary. Please contact the attraction directly to check.

14. Some attractions have minimum/maximum age limits or other restrictions such as height or weight limits. Participants under 18 may have to provide proof of parental consent. Please see individual listings or call the attraction directly for details.

15. Entry prices and conditions may vary without notice. All details are supplied by the attractions and are believed to be correct. However if there is an inconsistency the individual attraction's terms and conditions will prevail.

16. Vouchers may not be valid during published special events, unless at the discretion of the attraction or as stated with the listing for the attraction.

17. Only one voucher per member can be used per visit. Repeat use is at the discretion of the venue providing the attraction or activity. If you have used a voucher at a venue in the last 12 months you should contact the venue to check that it can be used again.

18. All attractions are subject to availability.

19. By using the service to visit an attraction, you accept these terms and conditions, and the venue's terms and conditions. The venue's contact details will be available via the website so, if you are concerned, you can contact them for details of their terms and conditions before you download any vouchers. If you do not wish to accept any of the terms or conditions imposed by a venue then you must not use any vouchers at that venue.

20. P&MM, their agents and the venues accept no responsibility for lost or stolen vouchers, loss of any other items, injuries or other incidents that may occur in relation to the use of any offer obtained via the website, to the fullest extent permitted by law.

#### **DAYS OUT OFFER:**

Days out specific terms and conditions.

1. Cashback will be rewarded on tickets (bought online or offline) of attractions and activities in the UK listed in the categories on the Days Out page of the Website. Cashback will be rewarded on entry ticket price only. Cashback Offer is available for one family per claim. A family is considered as 2 adults + 2 children.

2. Cashback will be rewarded on single-day tickets only. It will not be rewarded on tickets for multiple days or ongoing courses.

3. 2 for 1 deals are valid for spa and museum entry tickets only. The entry tickets must be purchased at the same time and used on the same occasion and location.

4. To claim the Days Out offer, send the receipt within 30 days after the visit to [daysout@mytimerewards.co.uk](mailto:daysout@mytimerewards.co.uk). Make sure the amount and date of visit are included, along with your name and membership number. Please ensure your email is no larger than 0.5MB in size.

5. The Days Out offer can be claimed with a unique receipt. The amount of cashback that will be rewarded will be part of the maximum eligible cashback amount ("Cashback Maximum") of two hundred and fifty pounds (£250) in any calendar month during your Membership of the Webloyalty Programme. Alternatively, send your postal receipt to My Time Rewards, Sentinel House, Airspeed Road, Portsmouth, Hampshire, PO3 5RF.

6. Cashback will be paid via a bank transfer to the bank account number as specified within your details in the 'Profile' section of the Website.

7. You can claim the Days Out offer for as long as your Membership remains active.

8. The Days Out offer cannot be combined with other offers in the My Time Rewards programme.

## CANCELLATION FORM

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If you wish to cancel your monthly membership, you can cancel your membership with immediate effect in the following ways:

- **Online** via the online cancellation service (available through the Profile area of the Website when You are logged in).
- **By calling** our Customer Service Representatives to the phone numbers set out in the page "Contact us" (Monday to Friday 8am-8pm, and Saturday 9am- 4pm).

You can also cancel:

- **By email:** at [customerservice@mytimerewards.co.uk](mailto:customerservice@mytimerewards.co.uk) (estimated time to process: 72 hours).
- **In writing** fill out the cancellation form featured below and send this to: (estimated time to process: 10 working days).

To: My Time Rewards  
Sentinel House,  
Airspeed Road,  
Portsmouth, Hampshire,  
P03 5RF

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**[customerservice@mytimerewards.co.uk](mailto:customerservice@mytimerewards.co.uk)**

I hereby give notice that I cancel my contract for the supply of the following service: My Time Rewards.

Ordered on: .....

### Membership details

First name: .....

Last name: .....

Address: .....

Postcode: .....

Town: .....

Membership  
number: .....

Date: .....

Signature: .....  
(only if this form is notified on paper)