

# NX REWARDS MEMBERSHIP TERMS OF SERVICE

*Last modified date: 21st August 2019*

*Effective Date: 30th September 2019*

Your NX Rewards Membership is subject to this agreement, which comprises Section A - Membership Terms of Service and Section B - relevant Benefit Specific Terms of Service together with the additional terms and information contained in:

- 1) Your Membership Pack; and
- 2) the NE Privacy and Cookies Policy
- 3) any applicable Benefit Specific FAQs

Together these documents form your agreement (the "Agreement") with us.

In the event of any conflict between the above terms, the terms shall apply in the following order: (i) Section A; (ii) Section B; and (iii) NE Privacy and Cookies Policy.

Where the Benefit Specific Terms of Service in Section B refer to our third party supplier's terms of use (e.g. in relation to Gift Cards), you will need to ensure that you read such terms as they will also apply to you.

It is important that you read all of the documents forming your Agreement carefully since they contain important information about your NX 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 NX Rewards Agreement is made between:

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

National Express Limited=, National Express House, Birmingham Coach Station, Mill Lane, Digbeth, Birmingham, B5 6DD (Registered No: 00232767) ("NE, "us" or "we").

Payment of the Membership Fee or acceptance or use of the NX Rewards 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 NE, you will become a Member of the NX Rewards programme ("NX Rewards Programme").

## GLOSSARY OF KEY TERMS

- **Retailers:** the third party suppliers that offer goods and services on the Website;
- **Benefit Specific FAQs;** all and any FAQs referred to within the Benefit Specific Terms of Service;
- **Benefit Specific Terms of Service;** the benefit specific Terms of Service set out in Section B of these Terms of Service;
- **Items:** the goods and/or services you purchased;
- **Member:** a person resident of the United Kingdom who has joined the NX Rewards 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 NE by email or post after enrolling in the NX Rewards Programme and which contains the start date of your membership, details of the Membership Fee together with other important information relating to your membership.
- **The Website:** nxrewards.com;
- **NX Rewards Programme:** the NX Rewards programme operated by NE;
- **NX Rewards Membership Service:** the right to participate in the NX Rewards Programme, and earn and receive cashback and other benefits as described in clause 1 below;
- **NE:** National Express Limited, National Express House, Birmingham Coach Station, Mill Lane, Digbeth, Birmingham, B5 6DD;

## CUSTOMER SERVICES CONTACT INFORMATION

If you need to contact Customer Services for any reason, you can do so as follows:

- **Online:** via the [Contact Us](#) link at the top of every page within the Website [nxrewards.com](http://nxrewards.com)
- **Email:** at [customerservice@nxrewards.com](mailto:customerservice@nxrewards.com)
- **Phone:** 0800 917 7684 Monday through Friday 8AM - 8PM, Saturday 9AM - 4PM excluding bank holidays.
- **Write to:** NX Rewards Customer Service Department (Sentinel House, Airspeed Road, Portsmouth, Hampshire, PO3 HRF). Your correspondence will be re-directed to our Customer Service Representatives (operating from outside the UK).

## SECTION A: MEMBERSHIP TERMS OF SERVICE

### 1. MEMBERSHIP SERVICE DESCRIPTION

As a Member of the NX Rewards Programme NE grants you the right to: earn cashback; purchase discounted Gift Cards and Gift Vouchers ("Gift Cards"); and to earn, or receive other benefits. Collectively, the right to participate in the NX Rewards Programme and the right to earn and receive cashback and other benefits is referred to as the NX Rewards Membership Service ("NX Rewards Membership Service"). The specific benefits of the NX Rewards Membership Service are always subject to availability and change. The Member should check the Website or contact the Customer Service team (see contact information above) in order to check whether a particular benefit is available at a given time.

### 2. YOUR ELIGIBILITY

In order to receive the NX Rewards Membership Service and to qualify for any benefits associated with the NX Rewards Membership Service, Member must be 18 years or older, a resident of the United Kingdom with a UK registered credit or debit card and a UK bank account/IBAN. NE reserves the right, at its sole discretion, to refuse any person from becoming a Member. Members may join the NX Rewards Programme via National Express.

Any individual may only hold one Membership in the NX Rewards Programme at a time. Member agrees that the NX Rewards Membership Service may only be used for his/her own personal benefit. Membership of the NX Rewards Programme is not transferable. If a Member has more than one NE membership and/or a Member fails to comply with any provision of this Agreement, NE reserves the right to terminate all memberships and in such case any accrued benefits and/or cashback earned in respect of all the cancelled memberships, 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 NE suspect these accounts have been created for misuse or fraudulent activity, NE 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 a living individual; no machines, scripts or automated services may be used to accumulate financial benefits derived from Membership and use of the NX Rewards Programme.

### 3. MEMBERSHIP AND USE

Provided that the Member complies with the requirements set out in these Terms of Service, NE agrees to provide the NX Rewards Membership Service to the Member for the term of this Agreement. NE will endeavour to make the Website available 24 hours a day, 7 days a week.

However, there may be times when NE 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 NE to the Member is the exclusive property of NE.

Members are required to use the NX Rewards Membership Service in accordance with these Terms of Service and in an honest and ethical manner.

Member is responsible for his or her use of the NX Rewards Membership Service and must promptly notify NE of any unauthorised use of the NX Rewards Membership Service. Member agrees not to publish, retransmit, broadcast or otherwise reproduce in any medium any information or software that is made available to Member other than for the purpose of receiving the NX Rewards Membership Service.

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. NE 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 NE is not at fault.

We would like to draw your attention on the fact that, as part of the NX Rewards 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, 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**

The Membership fee (the "Membership Fee") as notified during the enrolment process and confirmed to Member in the Membership Pack and in monthly email communications from NE, will be charged on a monthly basis (unless set out otherwise during the enrolment process). The Membership Fee will be billed automatically to Member's credit or debit card (each a "Billing Device") unless the agreement is cancelled or terminated by Member or NE. From and including 30th September 2019 onwards, the Membership Fee shall be collected by Webloyalty International Sarl who are authorised as our agent to collect the Membership Fee from your debit or credit card on our behalf.

Payment of the Membership Fee to Webloyalty International Sarl will entitle Member to continue his or her Membership of the NX Rewards Programme and to receive the NX Rewards Membership Service. Payment of your membership fee to Webloyalty International Sarl discharges you of any obligation to make payment of the fee to us. Your statement may show the Membership Fee as collected by Webloyalty International Sarl or include the acronym "WL"; there will be no impact to your use and enjoyment of the NX Rewards Membership Service.

NE 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.

The Membership Fee is inclusive of VAT

#### **5. TERM**

This Agreement shall enter into force on the effective date of the Member's membership in the NX Rewards Programme, for an initial period of thirty (30) days ("Initial Period"), unless otherwise limited on the subscription pages. Member expressly agrees on enrolling into the NX Rewards Programme to receive the benefits of the Programme immediately.

Depending on what is mentioned on the subscription pages of the NX Rewards 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 (the cooling off period) without giving a reason or paying any fees). A 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 (the cooling off period) without giving a reason and will be entitled to a refund of any fees paid. 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 (i.e. 30 days) - and a monthly Membership Fee shall be paid by the Member in respect of each 30 day period unless;

- i. the Member has exercised his legal right of cancellation within fourteen (14) days (the cooling off period) 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. National Express 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 relevant 30 day period during which either party terminates the Agreement, except as set out in the Termination section.

## **6. CANCELLATION AND TERMINATION**

### **6.1 CANCELLATION OR TERMINATION BY THE MEMBER**

You can cancel your membership at any and time without having to justify the reason by notifying NE in the following ways:

- **Online** via the online cancellation service (available through the **Profile** area of the Website when You are logged in).
- **By email:** at [customerservice@nxrewards.com](mailto:customerservice@nxrewards.com)
- **By calling** our Customer Service Representatives on the phone numbers set out in the page "**Contact us**" (Monday to Friday 8am-8pm, and Saturday 9am- 4pm).
- **In writing** you can either write to NE or download and send the cancellation form featured at the end of these Membership Terms and send this to: NX Rewards, Sentinel House, Airspeed Road, Portsmouth, Hampshire, PO3 5RF

A Member who terminates his membership shall have the right to use and receive all the benefits of the NX Rewards Membership Service for the rest of the current 30-day period. At the end of the said period, the termination will take effect and the Member will no longer have access to the NX Rewards Membership Service, nor any obligation to pay any further Membership Fee.

### **6.2 TERMINATION BY NE**

NE 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 NE shall reimburse the member the Membership Fee for the current 30 day 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 NX Rewards Membership Service as from the effective date of termination. The notification will be sent to the email address provided by the Member. NE 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 NE, 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 NE of a change in your email address; or a failure of the Internet.

In addition, NE has the right to immediately terminate this Agreement for breach by the Member of its obligations under this Agreement. NE 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 would include, for example, 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.

NE 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 NX Rewards Membership Service, for example and not exhaustively, including, where a trial period for the NX Rewards Membership Service is offered to the Member, if he subscribes several times to the NX Rewards 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 NX Rewards 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 may be deemed misuse and result in termination of your membership.

In case of immediate termination of this Agreement at the request of NE, NE 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 NE 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 NE may reasonably request from time to time.

A cancelling Member may not re-enrol in the National Express 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**

NE may revise these Membership Terms of Service from time to time. NE will only make changes where NE has a valid reason to do so. Where NE are able to do so, NE will notify you regarding any material changes to the NX Rewards Membership 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. NE will notify Member by notice on the Website or by email if revised Membership Terms of Service apply. Members are encouraged to read any revised Membership Terms of Service.

## **8. LIABILITY**

### **Retailers**

NE may be the provider of the NX Rewards Membership Service, but the goods and services purchased ("Items") by Member through the Website of NE are provided directly by third party suppliers (each referred to as "Retailers") to Member and such purchases will be subject to the relevant Retailer's terms and conditions of sale. Member acknowledges that, in such circumstances, NE has no control over the quality, safety or legality of Items advertised by retailers, the truth or accuracy of the listings or the ability of retailers to sell the Items and that orders placed by Members through use of the NX Rewards Membership Service and communicated to Retailers are offers by Members to purchase Items from such retailers. NE cannot and does not control whether or not Retailers will accept such offers or complete the sale of the Items they offer. With respect to Items provided by Retailers, NE will have no liability to Member arising out of: (i) the failure of any participating Retailers 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.

### **NX Rewards Membership Service & limitation of Liability**

NE does not guarantee that Member's access to the Website, or any content on it, will be uninterrupted, timely, secure or error-free. NE may suspend or withdraw or restrict the availability of all or any part of the Website for business and operational reasons. NE will try to give you reasonable notice of any suspension or withdrawal. NE agrees to take reasonable steps to prevent the introduction of viruses or other destructive materials to Website. NE do not guarantee that the Website is entirely free of destructive material and NE excludes all liability in this respect unless (and to the extent) attributable to its breach or negligence.

We are responsible to you for foreseeable loss and damage caused by NE. If we fail to comply with these Terms of Service, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this Agreement or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

Subject to the paragraph below, NE's total liability to you in respect of the NX Rewards Membership Service shall be limited to the amount equal to the Membership fees payable by you in any twelve month period under your Agreement.

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your statutory legal rights in relation to this Agreement.



We are not liable for business losses. We only supply the NX Rewards Programme for domestic and private use. If you use your membership for any commercial, business or re-sale purpose, you will be in material breach of these Terms of Service and we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

If NX's supply of the NX Rewards Programme is delayed or prevented by an event outside of NX's control then NX will try and contact you as soon as is reasonably possible to let you know and NX will take steps to minimise the effect of the delay. Provided NX do this NX will not be liable for delays caused by the event, but, in any case, you may contact us to cancel your membership in accordance with clause 6.1 should you wish to do so. Examples of events which are outside of NX's control include (without limitation) war, terrorism, cyber-attack, 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.

Nothing in these Terms of Service will affect your legal rights. Please refer to your local Citizen's Advice Bureau or local trading standards office for further information about your statutory rights.

## **9. COMMUNICATIONS**

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

## **10. USE OF INFORMATION**

To understand what data we collect about you, how this is used, who it is shared with and your rights associated with your data, see our [\*\*Privacy and Cookies Policy\*\*](#).

Your bank/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.

We record and monitor calls by you to our customer service desks. We will process your data for legitimate business purposes namely quality assurance and training purposes and to ensure we have collected and recorded any consent you provide over the phone.

## **11. ENTIRE AGREEMENT**

Member acknowledges that use of any particular benefit may be subject to additional terms and conditions ("Benefit Specific Terms and Conditions"). This Agreement, including these Terms of Service, the Benefit Specific Terms and Conditions, the Membership Pack and Benefit Specific FAQs, 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.

## **12. 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. 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.

## **13. NOTICE**

Member must notify NE of any change to his/her address, electronic mail address and/or Billing Device. Customer Services Contact Information is set out above and is also available on the Website.

#### **14. ASSIGNMENT**

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

#### **15. GOVERNING LAW AND DISPUTES**

This Agreement (including the Membership Pack, the Benefit Specific Terms and Conditions, the applicable Benefit Specific FAQs and Privacy & Cookies Policy), will be governed by and construed in accordance with the laws of England and Wales.

Member agrees to settle any disputes regarding retailer's Items directly with the applicable retailer and not involve NE in a dispute between Member and a retailer.

#### **16. DISPUTES AND THE EC ONLINE DISPUTE RESOLUTION PLATFORM**

If you have a dispute with NE we will try to resolve it quickly and efficiently. If you are unhappy with our service to you please contact us as soon as possible. If you and we cannot resolve a dispute using our internal complaint handling procedure we will let you know that we cannot settle the dispute with you and provide you with details of an Alternative Dispute Resolution (ADR) provider and outline our intentions on using them.

You may register your complaint using the European Commission Online Dispute Resolution (ODR) Platform. This is a web-based platform that is designed to help consumers who have bought goods or services online to deal with issues arising from that purchase. Complaints submitted to the platform will be dealt with by approved ADR providers. You can access the platform at the following website address: <http://ec.europa.eu/consumers/odr/>

#### **17. RIGHTS OF THIRD PARTIES**

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

#### **18. INTELLECTUAL PROPERTY RIGHTS**

You acknowledge that all copyright, trade marks, and other intellectual property rights, in and relating to the NX Rewards Programme are owned by us, or licensed to for us to use. You may not copy, distribute, modify, show in public or create any derivative works from any material which is found on this Website or in any communications from us.

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

#### **Welcome Reward**

1. As a Member of the NX Rewards Programme, you are entitled to claim a Welcome Reward ("Welcome Reward"), in the form of a voucher, ecode or similar, which is offered to Members when they join the NX Rewards Programme. Details and conditions relating to the Welcome Reward can be found via the 'Member Benefits' link on the footer of the Website and within the My Account section of the Website.
2. The Welcome Reward can only be claimed against purchases made by the Member after enrolment into the NX Rewards Programme.
3. Members must claim the Welcome Reward within three months of joining the NX Rewards Programme. After this three month period, the Welcome Reward is no longer available.
4. The Welcome Reward may be claimed by Members even if they choose to cancel their membership prior to the end of the three month period.
5. The Welcome Reward can only be claimed with a unique receipt. The same receipt cannot be used to claim the Monthly Bonus as well.
6. To claim the Welcome Reward simply fill in the claim form on the website or emailwelcomereward@nxrewards.com your online sales confirmation receipt within three months of joining the NX Rewards programme. 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 0.5MB in size. You can send your email to welcomereward@nxrewards.com. Alternatively, send your postal receipt to NX Rewards, Sentinel House, Airspeed Road, Portsmouth, Hampshire, P03 5RF. The Welcome Reward 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. This Welcome Reward is not transferable.

#### **Monthly Bonus**

1. As a Member of the NX Rewards Programme, you are entitled to claim a Monthly Bonus valid either

- towards an online purchase you make from any retailer featured within the NX Rewards Programme.
2. You can claim your Monthly Bonus once every month for as long as your Membership remains active.
  3. The Monthly Bonus can only be claimed against purchases made by the Member whilst the Membership is active.
  4. The Monthly Bonus can only be claimed against purchases made within the month for which the Monthly Bonus is claimed.
  5. The Monthly Bonus can only be claimed with a unique receipt. The same receipt cannot be used to claim the Welcome Reward as well.
  6. To claim your Monthly Bonus for a purchase made with the marketing partner, simply fill in the claim form on the website or 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 0.5MB in size. You can send your email to [monthlybonus@nxrewards.com](mailto:monthlybonus@nxrewards.com). Alternatively, send your postal receipt to NX Rewards, Sentinel House, Airspeed Road, Portsmouth, Hampshire, PO3 5RF. The Monthly Bonus 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. This Monthly Bonus is not transferable.

### **Cashback Rewards**

1. An index of the retailers offering cashback via the Website ("Retailers") is provided by NE on the Website. NE is not responsible for changes to, or discontinuance of, any retailer, or any retailer's withdrawal from the NX Rewards Programme, or for any effect on accrual of cashback caused by such changes, discontinuance, or withdrawal. NE 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 not listed on the Retailer landing page, NE cannot guarantee that you will be eligible to receive cashback on your purchases.
2. Subject to the cashback limits set out in on retailer's landing page, you will be credited a percentage of the net purchases made by you at each of the relevant retailers. The net purchase is defined as the total amount paid to the retailer minus tax, gift wrapping, shipping, promotional credits, returns, cancellations, and transaction fees or as the retailer defines on their respective website.
3. As a Member, online and offline purchases made through a retailer 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 retailer 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 NX Rewards Customer Services, Sentinel House, Airspeed Road, Portsmouth, Hampshire, PO3 5RF, or, you can email a copy of the receipt and your membership details (name and membership number to [cashback@nxrewards.com](mailto:cashback@nxrewards.com)).

#### **For online purchases:**

- A) "Cookies", both first and third party (if applicable), must be enabled on your Web browser;
  - B) all potential Qualifying Purchases must begin by clicking on the retailers link that appears on the Website and being successfully connected to the retailer's website based upon that click; and
  - C) all potential Qualifying Purchases do not violate any retailer specific terms set forth on the landing page of that retailer. NE may, at all times, route your request for a retailer 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 made online in any calendar month during your Membership of the NX Rewards Programme. Any purchases you make from retailers 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 via a bank transfer to the bank account number as specified within your details in the 'Profile' section of the NX Rewards website. If no bank account number has been provided, NE will retain such amounts until NE receive this information from you. Cashback is paid within 4 weeks of making a Qualifying Purchase; however, this period may be longer depending on the retailer's validation processes. NE cannot transfer cashback to any bank account number other than that specified in the "Profile" section of the Website.
  6. Cashback awarded to Members is subject to adjustments for returns, cancellations, and other events. NE may apply such adjustments to Members' accounts at any time as NE 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 5 working days after completing a Qualifying Purchase to contact Customer Service as provided on the Website. Furthermore, all cashback earned by Members are subject to review. NE may apply necessary adjustments to Members' accounts at any time. NE reserves the right to terminate any account for abusive or fraudulent activity, for example (without limitation) using fraudulent card details.
  8. If you place more than ten (10) orders or transactions from a single retailer in any single calendar day, any Items contained in orders placed after the tenth order will not be deemed Qualifying Purchases.
  9. With regards to Items comprising reservations of hotel rooms, travel, transport and purchases made in instalments, the cost of these Items shall be considered duly paid and therefore a Qualifying Purchase when the whole of the booking has been paid for and the Member has completed his/her stay with the relevant hotel/service provider. The cash back does not therefore apply to payments, deposits, cancellation fees, or any other amounts paid by the Member which does not represent the full payment of the relevant Item purchased. The percentage of cashback offered by each provider to Members, will vary by provider, and will be shown on the Website only, on the pages accessible by Members.
  10. Except in circumstances where NE have acted negligently, NE will not be held responsible for changes made by Retailers whether such changes relate to the discontinuance, removal, withdrawal of or interruption to all or any of the retailers services and whether or not such changes affect the payment of cash back. For the avoidance of doubt, only purchases made at retailers when available through the NX Rewards Membership Service will be eligible for cashback.
  11. 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, NE will retain such amounts until you provide valid address information. Please review your details within the My Account link on the Website regularly to ensure they are up to date.
  12. No cashback earned or granted as part of the NX Rewards Programme, may be assigned or transferred to any third party except as expressly permitted by NE in writing and/or may be required by law.
  13. You authorise NE to disclose to third parties information you have provided, or information that NE has obtained about your account: (i) to agents of NE or its retailers, such as independent auditors, consultants or lawyers or its servicing partners for the proper serving of the NX Rewards Programme; (ii) to comply with government agency or court orders or requests; (iii) in providing aggregated and non-personalised marketing services (i.e. containing no personal data) for an advertising or retailer partner, or (iv) where it is necessary for payments of your cashback. Further, you authorise NE to receive any account information from any Retailer 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.
  14. NE reserves the right to terminate the Cashback Rewards benefit at any time on thirty (30) days' notice. Notification of termination of Cashback Rewards will be sent to the email address you have provided to NE. NE 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 NE, including: an error in your email address, an inaccurate email address, your failure to check for your email online, your failure to inform NE of a change in your email address or a failure of the Internet.
  15. Cashback Disputes: 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: NX Rewards, Sentinel House, Airspeed Road, Portsmouth, Hampshire, P03 5RF, or email us at [cashback@nxrewards.com](mailto:cashback@nxrewards.com). See also s16 of Section A above in the Membership Terms of Service for further information on Disputes and the EC Online Dispute Resolution Platform.
  16. Nothing in these Terms and Conditions shall be construed as creating or constituting a partnership, joint venture or agency relationship between NE and the retailers. The retailers shall not have the ability to create any binding obligation on behalf of NE.

### **Gift Cards**

For any queries around Gift Cards, please see our FAQ or contact our Customer Service Team. Customer Service Contact Information is set out above

Gift Cards, Gift Vouchers and/or Gift eCodes ("Gift Cards") featured on the Website are supplied by our preferred partner SVM Europe Ltd ("SVM") (Company number 06748892), registered office Ibex House, Baker Street, Weybridge, Surrey KT13 8AH, trading and correspondence address 21-23 Fitzwilliam Street, Parkgate, Rotherham S62 6EP. By purchasing Gift Cards via the Website you agree to (i) the Membership Terms of Service in Section A, (ii) these Gift Card Benefit Specific Terms of Service, (iii) any relevant FAQs (iv)

the SVM Terms and Conditions as set out on the SVM website (<https://giftcards.nxrewards.com/Terms-and-Conditions>) and (v) any additional terms and conditions specified by individual Gift Card merchants at the point of purchase. Please make sure that you read all these terms carefully.

Members can purchase Gift Cards by clicking on the Gift Card link featured on the Website. Members will be securely transferred to the Gift Cards site powered by SVM Europe Ltd. When purchasing a Gift Card via Website, Members are making a payment via the secure SVM platform. SVM are responsible for the collection and processing of the Member's payment.

Gift Cards and associated discounts offered via the NX Rewards Programme are only available to Members of the NX Rewards Programme and the right to purchase these Gift Cards is non-transferable. Terms of use vary from Gift Card to Gift Card. Gift Cards may have an expiry date, and/or other rules and restrictions. When purchasing a Gift Card via the NX Rewards Programme, please read all Gift Card specific terms & Conditions as set out on the SVM website at point of purchase.

Members can save up to 20% off the face value of Gift Cards on a number of selected Gift Card Brands ("Brands"). Purchased Gift Cards will be fulfilled and shipped to the designated shipping or email address that the Member provides when placing the order. For orders with multiple Gift Cards of the same or multiple Brands, the cards will be combined into one free standard delivery shipment. Members can select other postage options which will incur additional charges as specified at the point of purchase. Please allow approximately 1-2 days for SVM Europe Ltd to process your order, and an additional 1-3 days thereafter for your order to arrive. During busy times of the year, e.g Christmas, please allow for 5 business days for the delivery of your order.

Gift Cards of specific Brands can be redeemed at the Brand store or website of such Brand, or as specified on the Gift Card or in the specific terms and conditions stipulated by the Brand on the SVM Gift Card website. Gift Cards are not redeemable for cash. Participating Brands are subject to change, and are not guaranteed to be available at all times. In addition, Brands within the Top Offers (offering 20% discount) as well as the variable discounted Gift Cards will vary from time to time. Use and redemption of Gift Cards is subject to the limitations and rules set by the respective Brands. NE does not assume responsibility or liability for the actions, products, locations or content of any Brand or Brand store. Risk and title will pass to the Member upon delivery. NE can take no liability for any lost, stolen or damaged Gift Cards, once responsibility of ownership has passed to the Member at time of delivery.

A Member may purchase Gift Cards up to a value of £100 in any calendar month from the Top Offers selection and also up to a value of £100 worth of Gift Cards with a variable discount as long as the Member remains within the NX Rewards Programme These benefit restrictions may be subject to change from time to time

NE reserves the right to cancel any orders that exceed the £100 monthly limit for the Top Offers section and the £100 monthly limit for the variable discount section. In such event, the Member will not be charged for Gift Cards that are cancelled. In the event that the Member has already been charged for Gift Cards, the Member will be refunded for the cancelled Gift Cards on the payment device that was used to purchase the Gift Cards. Should a NE Member, individually or collectively be found to be in breach of this Agreement NE has the right to immediately terminate membership and/ or any associated memberships. In such cases any accrued benefits and/or cashback earned but not paid at the date of termination, will be forfeited further details of which are set out in Section A, Membership Terms of Service.

**Card Activation:** Gift Cards may have been dispatched inactive/unloaded, which will be specified on the Gift Card or at point of purchase. Members are recommended to check the balance of the Gift Card with the retailer before use and/or allow for 48 hours from the receipt of the Gift Card(s) before use. The balance on the Gift Cards can also be viewed by accessing your order on the Website. Log onto [www.nxrewards.com](http://www.nxrewards.com), click on Gift Card section, click on My Orders.

**Customer Service Support;** All enquiries regarding Gift Cards will be handled by the NX Rewards Customer Service Team, details of which are set out in the Customer Service Contact Information section of the Membership Terms of Service above.

**Refunds, Returns and Cancellations:** SVM's address will be the return address on the Gift Card mailing envelopes. SVM will notify NE's Customer Service Team of all returned mail and any other customer service issues, including the details regarding order and membership details to enable NE to identify and communicate with the Member. NE will use all reasonable endeavours to contact the Member in the event

of returned mail. If NE is unable to contact the Member, the transaction will be refunded less any postage & packaging and credit card charges.

Requests for Gift Card cancellation must be made in writing within 14 working days of receipt of the order. Orders sent by first class mail or special delivery will be deemed to have arrived the next working day after dispatch. This does not apply to digital orders. By submitting your digital order to be processed, you agree to waive your rights to a 14 day cooling-off period as per Consumer Contracts Regulations. You accept that you do not have the right to withdraw from the transaction once the delivery of the Gift Card has commenced, at which point your transaction is final. In addition, after 14 days of receipt of the Gift Card by the Member, the Member assumes all risks associated with the Gift Cards and no Gift Card returns will be accepted.

**Lost/Stolen Shipments:** In the case of the non-receipt of ordered Gift Cards, it will first be investigated whether the ordered Gift Card balance is still intact. Please allow up to 5 business days for NE to complete the investigation. A balance transfer will be arranged to a new Gift Card and the new Gift Card will be reshipped. NE will pay for the postage fees of the reshipment, unless the non-receipt of the Gift Card is due to incorrect address/shipping details provided by the Member, in which case the Member will pay the postage fees for the reshipment. Should the Gift Card balance have been spent, or in the case of voucher or pre-loaded Gift Card orders, the Member will be liable for the replacement of the order, except in the case of orders sent by tracked and insured mail.

NE will not deactivate or provide credits for any part of the value associated with any codes and/or eCodes. Once the code and/or eCode has been sent to the Member, the Member assumes all risks associated with the code and no code returns will be accepted.

## 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@nxrewards.com](mailto:customerservice@nxrewards.com) (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).

NX Rewards  
Sentinel House,  
Airspeed Road,  
Portsmouth, Hampshire,  
P03 5RF

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

Ordered on: .....

### Membership details

First name: .....

Last name: .....

Address: .....

Postcode: .....

Town: .....

Membership number: .....

Date: .....

Signature: .....

(only if this form is notified on paper)