

## Schedule 1 – Cashback Service Terms

### 1. **Cashback Service**

- 1.1 The terms in this Schedule 1 (the **Schedule**) apply only in respect of the cashback service we provide.
- 1.2 You can earn cashback, that is a percentage of qualifying transactions you make at certain retailers (**Cashback**), by using your Card Account either online or in store to make purchases at retailers (the **Cashback Service**).
- 1.3 We receive a commission (the **Commission**), payable by a retailer for qualifying purchases you make, from the retailer, once that retailer has confirmed the purchase (each a **Qualifying Transaction**).
- 1.4 Cashback Rates may change and you should check the website for the latest Cashback Rates that apply as well as any exclusions or limitations. New Cashback Rates will apply as soon as we update the Cashback Site [and we will notify you of the change when we make it].
- 1.5 When we refer to retailers, we mean sellers and suppliers of goods or services that agree to enter into Qualifying Transactions and pay us Commission.
- 1.6 Each retailer offer is subject to such terms and conditions as the retailer applies to the offer.

### 2. **Automatic Entitlement**

- 2.1 If you have been accepted for a Fair Everywhere Account you will automatically be included in our Cashback Programme.

### 3. **Cashback**

- 3.1 After you have made a Qualifying Transaction we will calculate the amount of Cashback due to you and pay it to your Current Account. Cashback will be credited to your Current Account in the first two weeks of the month that is at least 60 days after a Qualifying Transaction has been made. For example, if you make a Qualifying Transaction that generates Cashback of £1.20 on 21 August, £1.20 will be credited to your Current Account in the first two weeks in November.
- 3.2 You can view all Cashback that is due to be paid onto your Billing Account, and that has previously been paid onto it, by viewing the Cashback section of your online account. You should be able to view Cashback that is due to be paid to you the week after you have made a Qualifying Transaction.
- 3.3 If we, or Sodhexho, determine that any Cashback has been calculated incorrectly or paid to your Billing Account in error we reserve the right to either reclaim any amount owed or deduct it from future payments of Cashback to your Billing Account.
- 3.4 There are various circumstances in which Cashback will not be paid to your Current Account, namely:
  - (a) where the transaction in question is cancelled after it has been entered into, for example where a purchased product is returned or a right to cancel the transaction is exercised;

- (b) we believe the Cashback has been obtained fraudulently;
- (c) we have concerns about the security of your Fair Everywhere Account and/or your use of the cashback Service;
- (d) where you opt out of the Cashback Service;
- (e) you close your Fair Everywhere Account;

#### **4. Misuse of the Cashback Service**

- 4.1** We reserve the right to suspend or terminate the Cashback Service, or parts of it, if in our reasonable view you are in breach of any provision of these terms or of the Fair Everywhere Account Terms and Conditions.
- 4.2** You must not enter into, or attempt to enter into, any transaction with a retailer or to endeavour to gain Cashback: (a) by providing personal information of someone else, (b) by deceptively or unfairly exploiting a retailer's offering, or (c) in breach of any terms and conditions applied by us or the retailer to that transaction.
- 4.3** If you see or experience anything on the Cashback Service that appears to breach any of the above requirements, we would like you to inform us by using any of the methods detailed in the "Our contact details" section of the Fair Everywhere Account Terms and Conditions.

#### **5. Additional services**

- 5.1** We or our partners may offer new or additional services through the Cashback Service from time to time. Your use of those services may be subject to additional terms and conditions, which you must comply with. Provided that those terms are notified to you on the Cashback Service in an appropriate manner when you agree to take those services, any failure by you to comply with a material provision of the terms governing those services will amount to a breach of these terms.

#### **6. Operation of the Cashback Service**

- 6.1** We reserve the right to withdraw, modify or suspend aspects of the Cashback Service, or the entirety of it, where we have legal, security, technical or commercial reasons to do so. We will endeavour to give you 30 days' advance notice before taking such action, except where it is necessary to take earlier action for security reasons or because of technical difficulties which adversely affect the Cashback Service. There may also be times when the Cashback Service becomes inaccessible as a result of technical difficulties experienced by us or internet access problems; we will, however, use reasonable skill and care to overcome these difficulties where they are within our control. Please note, however, that we cannot guarantee continuous access to the Cashback Service or any of the content that appears on it.
- 6.2** Nevertheless, we will strive to ensure that any periods of planned unavailability, which you will be informed of when you access the Cashback Service at the relevant time, are kept to a minimum.

#### **7. Liability**

- 7.1** We will exercise reasonable care and skill in providing the Cashback Service but we do not guarantee that the Cashback Service will meet your requirements.

**7.2** We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with the terms of this Schedule, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking these terms 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.

**7.3** 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 legal rights in relation to the Cashback Service (see paragraph 7.1).

**7.4** We will not be liable to you or anyone else, whether in contract, tort (including negligence, breach of statutory duty or other tort) or otherwise:

- (a) for any loss of revenue, business, anticipated savings or profits;
- (b) for any loss, damage or costs or other claims that are not foreseeable; or
- (c) for any loss resulting from any transaction or purchase you make using the Cashback Service;

**7.5** If we are found to be liable to you, our total liability shall be limited to the greater of: (a) £5 (five pounds sterling); or (b) the total amount of Cashback paid to you in the twelve-month period immediately before the date you make a claim against us.

**7.6** To avoid doubt, nothing in this paragraph 7 limits our obligation to pay Cashback to you.

**7.7** The provisions of this paragraph 7 shall survive the termination or expiry of each contract between us.

## **8. Changes to the Cashback Service Terms**

**8.1** We reserve the right to change the terms in this Schedule from time to time, and upload the new version on the Cashback Site. When we do so, we will upload the new version of the Schedule on the Cashback Site, and the new version of this Schedule will take effect, and will govern the Cashback Service and your relationship with us:

- (a) commencing no less than thirty days after the date of uploading (or such later date as we indicate in the relevant posting), if any of the changes is to an operative provision of the terms of this Schedule which is capable of adversely affecting you; if you do not wish to be governed by the new version of the terms of this Schedule, you may notify us on or before the date when the new version of the terms of this Schedule is to take effect, and from that date you must cease to use the Cashback Service; or
- (b) immediately upon the date of posting (or such later date as we indicate in the relevant posting), if the changes are not to operative provisions, or not capable of adversely affecting you - examples of which would include, without limitation, changes to contact details referred to, or the refinement of provisions that are already included, in the terms of this Schedule.

## **9. Opting out of the Cashback Services**

**9.1** You may opt out of the Cashback Service by notifying us using the contact details in the "Our contact details" section of the Fair Everywhere Account Terms and Conditions.