

Terms and Conditions for the George White Superbikes Loyalty Card

- 1.** These rules (including our Policy on Privacy and Data Protection) govern the collection and use of points and set out the terms of the contract between George White Motors Limited (“us/we”) and each participant in the Scheme. A participant can register with the George White Superbikes Loyalty Card Scheme (“the Scheme”) by applying for a George White Superbikes Loyalty Card (“the Card/s”) and can then earn points on various purchases at participating stores. If you apply to register with the Scheme or use a Card you accept these rules. We may refuse an application for any good reason.
- 2.** The Scheme is operated by George White Motors Limited of Athena Avenue, Elgin Drive, Swindon, SN2 8EJ. Cards are issued by, and remain the property of, George White Motors Limited.
- 3.** A participant may use the Card only in participating stores or at such places or on such items as we may specify from time to time.
- 4.** To earn or redeem points, a participant must present the Card to their server before or at the same time as presenting payment for your transaction. You will not be able to obtain or redeem points by giving the Card to your server after the end of the transaction.
- 5.** A Card may only be used by the participant named on the Card. We may, at our sole discretion, allow other nominated persons to use the card to earn or redeem points.
- 6.** Points will be awarded when a participant purchases goods with a total cost of more than £10.00. Except for special times which we may publicise from time to time, one point will be awarded for every full £10.00 spent in each transaction of over £10.00. We may alter the method and rate at which points are awarded at our discretion.
- 7.** A participant may redeem some or all of their points for goods provided by us or for a contribution towards the price of goods provided by us, once their application form details have been recorded by us, at the events specified by us as being open to redeem points. All awards are subject to availability. All awards are subject to all applicable legal rules and the terms and conditions (including return conditions, warranties and limitations of liability) and any particular conditions that we may impose in respect of a particular reward.

When points are redeemed for an award that is to be supplied by a third party we may act as intermediary between the relevant participant and the third party and we will do what we can to ensure such rewards are supplied by the third party. We shall not however be responsible for any failure to supply a reward by a third party.
- 8.** A participant may not redeem points for cash.
- 9.** We may, at our discretion, replace any advertised reward with a similar reward.
- 10.** In the event of a tie for any reward between two or more customers then George White Motors Limited has the sole discretion to determine the winner of the reward. The decision of George White Motors Limited shall be final.

- 11.** In the event of the failure of any equipment used to operate the Scheme, we may refuse to redeem or award points on any transaction. We shall not be responsible for any failure in the equipment used to operate the Scheme.
- 12.** If, after purchasing goods or services on which points have been awarded, a participant subsequently obtains a refund from us for the goods or services (in accordance with statutory rights or any George White Motors Limited policy concerning refunds), at the time of the refund, the points awarded on the purchase will be removed from the participants Card. Similarly, if a participant obtains a refund on goods or services purchased in whole or in part by redeeming points, then all or part of the refund may be given by re-awarding the participant the points which they used.
- 13.** Any changes of address must be notified to us. Participants must be over 18. It is the participants responsibility to ensure that all information provided is kept up to date. You are therefore recommended to check the information you provide to us to ensure that it is accurate.
- 14.** The conditions of use stated on our website (www.georgewhite.co.uk) form part of the terms and conditions and in the event of any conflict the terms and conditions contained on our website shall prevail.
- 15.** A participant may apply for a new Card if it is lost or stolen. The points balance at the time the Card was lost or stolen will (at our sole discretion) be transferred to the new Card.
- 16.** Any printed statements made by us, regarding the Scheme, form part of these terms and conditions.
- 17.** We may amend or terminate the Scheme or amend any of these terms and conditions (including the value of points), at any time by giving notice:
 - (i) at the George White Superbikes premises; or
 - (ii) on our website; or
 - (iii) by sending an email to participants who have chosen to receive further communication from us.

We will use our reasonable endeavours to notify participants one month before termination or amendment (although we have no obligation to do so) by one of the above methods. Earning or redeeming points will constitute acceptance of the new terms and conditions.

Points have no expiry date but are lost if the relevant Card is withdrawn for any reason or the Scheme ends.

- 18.** If we sell or transfer the Scheme to another company we may transfer all of our rights and obligations under these Rules without any further consent and may disclose or transfer all information we hold about participants to a prospective or actual new owner. Such a disclosure or transfer will not alter the rights of such participants in respect of the use that can be made of such information by such other company. You agree to a transfer of such data.
- 19.** We will only be liable to a participant who suffers loss in connection with the scheme and, if so, our sole liability will be limited to credit to the relevant Card any points which have been wrongly deducted or should have been credited but were not. We shall not be responsible where: (i) there is no breach of a legal duty of care owed to you by us or by any of our

employees or agents; ii) such loss or damage is not a reasonably foreseeable result of any such breach at the time we enter into our contract with you; iii) any increase in loss or damage results from breach by you of the Scheme.

We are not responsible for indirect losses which happen as a side effect of the main loss or damage and which are not reasonably foreseeable by you and us at the time the award is claimed (such as loss of profits or loss of opportunity).

- 20.** These Rules shall not exclude or limit our liability for death or personal injury caused by our negligence. These Rules prevail in the event of any conflict or inconsistency with any other communications, including advertising or promotional materials. These Rules are subject to the laws of England and Wales and the exclusive jurisdiction of the courts of England and Wales.
- 21.** We may, at our sole discretion, refuse to issue a Card and may withdraw a Card from a participant at any time. We may, at our sole discretion remove any or all participants from the Scheme at any time.

DATA PROTECTION POLICY

Our Policy on Privacy and Data Protection

Confidentiality: George White Motors Limited ensures that all data given will be held in compliance with all data protection laws.

Participant's details: Participants' details and information about transactions undertaken will be used by George White Motors Limited for purposes of research/statistical purposes and for the purpose of running the Scheme. They may also be used by us or selected third parties to inform you of products, offers and services which are relevant to you, unless otherwise instructed.*

Telephone calls: In the interest of continuously improving our service to George White Motors Limited customers, we may contact you to inform you of products, offers and services which are relevant to you, unless otherwise instructed.*

Fraud: Information may be disclosed only to the appropriate enforcement agencies or authorities, with a view to preventing fraudulent or improper card use.

*You have the right to opt out as detailed on the application form