



# Rewards Promotion Terms & Conditions (2021)

## 1. INTERPRETATION

The following definitions and rules of interpretation apply in these Conditions.

### 1.1 DEFINITIONS:

"Benefit" means the benefit(s) for which Credit is redeemed by the Customer under the Programme.

"Conditions" means these terms and conditions as amended from time to time.

"Consequential Losses" means (i) loss of profit, loss of contracts, loss of revenue, loss of opportunity, loss of savings or anticipated savings, loss of goodwill, damage to reputation, loss under contracts with third parties, loss of production, loss or corruption of information, data or software, (in each case within (i) whether direct or indirect); and (ii) any indirect or consequential losses or damages.

"Credit" means the credit balance capable of being earned by Customers under the Programme.

"Contract" means the contract between Turnbulls and the Customer for the provision of the Programme in accordance with these Conditions and the FAQ.

"Customer" means the person or firm enrolled on the Programme.

"FAQ" means the document titled FAQ's provided alongside these Conditions, describing the Programme in greater detail

"Liability" means any loss or liability whatsoever arising out of or relating to the Contract whether in contract, tort (including negligence), breach of statutory duty, or any other legal theory, and whether direct or indirect.

"Programme" means the Turnbulls Rewards Promotion as further described in these Conditions and the FAQ.

"Turnbulls" means Turnbull and Company Limited, registered in England and Wales with company number 00536685.

### 1.2 INTERPRETATION

- 1.2.1 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.2.2 A reference to a party includes its personal representatives, successors and permitted assigns.
- 1.2.3 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

## 2. ENROLMENT FOR AND AVAILABILITY OF PROGRAMME

- 2.1 Only those Customers specified as eligible in the FAQ are permitted to enrol into the Programme. Any purported enrolment by an ineligible person or entity will be null and void. Turnbulls' decision with regards to eligibility will be final.
- 2.2 Enrolment must take place by one of the methods set out in the FAQ. This Contract will only come into effect with a particular Customer upon completion of such enrolment (and any orders placed prior to that date will not generate any Credit).
- 2.3 Turnbulls may withdraw or modify these Conditions, the FAQ or the Programme more generally at any time, and without liability to the Customer, by posting an update on its website or otherwise notifying the Customer. This will not affect any Credit already earned by the Customer prior to the date of such amendment.

## 3. EARNING OF CREDIT

- 3.1 The FAQ sets out the different methods of the Customer earning Credit.
- 3.2 Credit may be accrued by any such method at any time from the date on which this Contract comes into effect for the particular Customer, up to and including the end of the Programme as specified in the FAQ (or, if applicable, earlier withdrawal or variation under clause 2.3).
- 3.3 Credit will not be earned (or where applicable will be cancelled) on transactions which meet any of the following criteria:
  - 3.3.1 the relevant goods or services are wholly or partially returned to Turnbulls by the Customer, whether for a refund, store/account credit or otherwise; or
  - 3.3.2 the Customer does not make payment for the relevant goods or services in accordance with the applicable contract between the Customer and Turnbulls, or otherwise breaches the said contract.
- 3.4 The Customer may not allocate Credit to any other Customer's account.
- 3.5 The Customer is responsible for, and will indemnify and hold Turnbulls harmless from and against any and all liability for taxation and associated costs or expenses (including legal and professional costs) arising out of or relating to the provision of either Credit or Benefits.

## 4. REDEMPTION OF CREDIT

- 4.1 The FAQ sets out the methods by which Credit can be redeemed by Customers in exchange for one or more Benefits. Turnbulls reserves the right to vary the Benefits available from time-to-time, including by adding additional Benefits to the available list.
- 4.2 In respect of Benefits:
  - 4.2.1 the Benefit is provided by the relevant provider to the Customer, not by Turnbulls;
  - 4.2.2 Turnbulls have no responsibility whatsoever to the Customer in respect of any issues, problems, defects, lack of availability or otherwise affecting any Benefit;
  - 4.2.3 the Customer warrants that they will read carefully and abide by any terms & conditions of the applicable Benefit provider; and
  - 4.2.4 the Customer acknowledges that in the event that a redeemed Benefit becomes diminished in value (for example, because a limit on a voucher passes, or the applicable provider becomes insolvent), Turnbulls will have no liability whatsoever in respect thereof.

## 5. LOSS OF CREDIT

- 5.1 If the Customer's trade account with Turnbulls is terminated, then Turnbulls reserves the right to withdraw all Credit in the Customer's account without Liability to the Customer.
- 5.2 Credit balances of less than £20 are not capable of redemption. The Customer must have a Credit balance of not less than £20 in order to acquire a Benefit.
- 5.3 Any Credit balance on a Customer's account beyond the last date for redemption set out in the FAQ will be automatically deleted and become null and void.
- 5.4 Under no circumstances can the Customer require their Credit balance to be exchanged for cash, for credit with Turnbulls, against payment of any balance owing to Turnbulls on their trade account or in any other way save for redemption against a Benefit.

## 6. DATA PROTECTION

- 6.1 By enrolling on the Programme, the Customer acknowledges that it will be necessary for their personal data to be passed by Turnbulls to one or more providers of Benefits as per that Customer's redemption request(s).

## 7. CONFIDENTIALITY

- 7.1 The Customer undertakes that it shall not at any time disclose to any person (save for the applicable Benefit provider) any information concerning the Programme or the Benefits.

## 8. LIMITATION OF LIABILITY

- 8.1 Nothing in these Conditions shall limit or exclude Turnbulls' liability for any matter in respect of which it would be unlawful for Turnbulls to exclude or restrict liability.
- 8.2 Subject to clause 8.1:
  - 8.2.1 Turnbulls shall under no circumstances whatsoever incur any Liability for the Customer's Consequential Losses; and
  - 8.2.2 Turnbulls' total aggregate Liability to the Customer shall in no circumstances exceed 100% of the aggregate Credit amount accrued by the Customer under the Programme; and
  - 8.2.3 if the Customer is not the end user of the Benefit (each other end user being an "End User"), the Customer shall indemnify and hold Turnbulls harmless from and against any and all Liability to such End User(s).
- 8.3 This clause 8 shall survive termination of the Contract.

## 9. TERMINATION

- 9.1 Without affecting any other right or remedy available to it, Turnbulls may terminate the Contract and delete all Credit balance with immediate effect by giving written notice to the Customer if:
  - 9.1.1 the Customer fails to pay any amount due to Turnbulls under any contract between them on the due date for payment;
  - 9.1.2 the Customer commits a material breach of its obligations under any contract between it and Turnbulls and (if such breach is remediable) fails to remedy that breach within 14 days after receipt of notice in writing to do so;
  - 9.1.3 the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors, being wound up (whether voluntarily or by order of the court), having a receiver appointed to any of its assets or ceasing to carry on business;
  - 9.1.4 the Customer suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
  - 9.1.5 the Customer's financial position deteriorates to such an extent that in the Turnbulls' opinion the Customer's capability to adequately fulfil its obligations under any contract between Turnbulls and the Customer has been placed in jeopardy.

## 10. GENERAL

### 10.1 Assignment and other dealings

- 10.1.1 Turnbulls may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.
- 10.1.2 The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of Turnbulls.
- 10.2 **No partnership or agency**
  - 10.2.1 Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

### 10.3 Entire agreement

- 10.3.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 10.3.2 Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misrepresentation based on any statement in the Contract.
- 10.3.3 Nothing in this clause shall limit or exclude any liability for fraud.

### 10.4 Third party rights

- 10.4.1 The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999.

### 10.5 Variation

- 10.5.1 Except as set out in these Conditions, no variation of the Contract shall be effective unless it is agreed in writing and signed by the parties (or their authorised representatives).

### 10.6 Governing law

- 10.6.1 The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

### 10.7 Jurisdiction

- 10.7.1 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.