

## **Conditions of Participation for the ALSO Bonus Club**

### **Preamble**

The ALSO BC rewards customers based on their turnover with ALSO BELGIUM BVBA B.V. ALSO BELGIUM BVBA is the owner and operator of the ALSO Bonus Club (hereinafter "BC"). The BC makes it possible for customers to earn points for purchases from ALSO BELGIUM BVBA and exchange them for items in our reward collection.

These Conditions of Participation are the basis for earning points, redeeming points and general implementation of the programme in respect of the BC of ALSO BELGIUM BVBA. In addition, special promotions may also be offered based on communication with the BC (newsletter, account statement, mail shots).

### **1. Scope**

The following provisions apply in respect of the BC, which is made available to the customers of ALSO BELGIUM BVBA, represented by the Management Board, Schaliënhoevedreef 20e, 2800 Mechelen, Belgium.

### **2. Participation in the BC**

2.1 ALSO BELGIUM BVBA customers residing in Belgium may participate in the BC after they have registered and received authorisation to participate. ALSO BELGIUM BVBA reserves the right to exclude individual customers or customer groups from participation. Etail and Retails customers belong to these excluded customer groups. Customers can only register on the website of ALSO BELGIUM BVBA in the "ALSO BC" section. Participation in the BC is free of charge.

2.2 Following registration, ALSO BELGIUM BVBA sets up a BC account for each participant. The contract between the customer and ALSO BELGIUM BVBA comes into effect at the time of registration and creation of an BC account, and the customer then starts to participate in the BC.

2.3 The participant must provide correct and up-to-date data when registering. ALSO BELGIUM BVBA must be notified immediately of any changes to the stated data. If the participant fails to comply with this obligation, all the resulting detrimental effects shall be borne by the participant himself. A change to the data registered in the BC is only possible when communicated in an email sent to the following address: [marcom.nl@also.com](mailto:marcom.nl@also.com).

2.4 Only the participant/contact named at the time of registration is entitled to make use of the points balance. All other users of the registered customer number also have access to the BC and can therefore view the points balance. Only one contact with a total of one BC account is permitted per customer and customer number. No more than one BC account may be associated with the customer number assigned to the participant by ALSO BELGIUM BVBA. If a participant registers several accounts, ALSO BELGIUM BVBA is entitled to terminate all illegitimately opened accounts without notice, including the account of the participant who is responsible for them. All points credited to the accounts will be forfeited. A change to the contact person's details may only be communicated in writing in an email sent to [marcom.nl@also.com](mailto:marcom.nl@also.com).

2.5 ALSO BELGIUM BVBA may refuse to register a participant without giving reasons.

2.6 Participation is linked to the participant's ALSO BELGIUM BVBA customer number and is not transferable.

### **3. Earning points**

3.1 Participation in the BC allows the participant to earn "points". The points that have been earned are credited to the participant's BC points account. The customer is only entitled to claim points for items purchased from ALSO BELGIUM BVBA after payment of the invoice. Publicised promotions may close during the course of a day if the maximum number of points available for a specific promotion is exceeded during the day. The online system is only updated

once a day and the end of the promotion is not displayed until the next day. Time-limited promotions associated with a closing date always end when the number of available points has been assigned: the specified end date is then no longer relevant. If a customer buys product that qualify for points and the promotion is displayed to the customer, even though all the points available for this promotion have already been assigned, the customer will not earn any points with this purchase.

Project-related transactions: if the purchase of products is related to a project transaction, ALSO BELGIUM BVBA retains the right to retrospectively deduct the points for the purchase of these products from the customer's points account. In general, this is stated in the promotion descriptions in the online section.

3.2 Points can only be earned for transactions with ALSO BELGIUM BVBA No points from other bonus programmes in the BC Bonus Programme can be transferred or converted, unless ALSO BELGIUM BVBA has agreed this with the respective programme operator and communicated it accordingly.

3.3 After completion of the points-eligible purchase, the points are provisionally credited to the participant. Final crediting of the points is subject to receipt of payment for the invoice in question. Points can be cancelled if the participant violates these terms and conditions or the prerequisites for receiving the points are not met. Furthermore, ALSO BELGIUM BVBA also reserves the right to cancel points if the customer rescinds an order for which the participant has received points.

3.4 Points may only be used and redeemed in the context of the BC. Points held in one participant's account are not transferable to another participant's account.

3.5 The points that have been earned remain valid for a maximum of 18 months during the period of participation in the BC, counting from when they are credited. If points are not redeemed during this period, they expire at the end of the next quarter.

3.6 Communication of advertising information in connection with the BC, specifically email offers originating from the partner manufacturers that participate in the BC, is one of the services provided by the BC. The participants can opt out of this service separately by sending an email to [marcom.nl@also.com](mailto:marcom.nl@also.com).

#### **4. Redemption of points against BC rewards**

4.1 The points that have been earned can be redeemed against goods and services ("rewards") in the BC Rewards shop on the BC website. Each point is worth €0.01 including local VAT. It is not possible to convert points into a monetary value that can be paid out or used for partial payment. Rewards that may be offered in the form of a credit payment into the customer's account with ALSO BELGIUM BVBA are an exception to this rule, however payment of the amount is also excluded in this case. This also applies when a participant gives notice of termination.

4.2 The participant may only redeem points when he has earned sufficient confirmed and credited points (points, which the participant has received based on purchases from ALSO BELGIUM BVBA, that have been paid and not cancelled) for the rewards that he has selected. Redemption takes place according to the "First In - First Out" principle: i.e. the first points that have been acquired (= the first confirmed and credited points) are redeemed first.

4.3 Rewards can be acquired subject to the conditions and application of the time and quantity limits stated at that time in the online Rewards shop. Packaging and shipping costs, and the applicable VAT are included in the number of points stated for each item. All taxes (airport tax, turnover tax), fees, charges or surcharges that are associated with delivery or use of a product/service are for the expense of the participant and paid for in the form of Bonus Points. The availability of products/services may vary depending on the date, season or other factors and individual products/services may not be available at certain times. The amount of points

that must be redeemed against a reward may also change. The rewards can only be shipped to the address stated at the time of registration within Belgium in question. If the participant does not have a business office in Belgium, he must provide a delivery address in the Belgium.

4.4 An order comes into effect when it is dispatched. Special terms and requirements of the participant, such as the delivery time, the colour and requested changes are not binding for ALSO BELGIUM BVBA or the service providers contracted by ALSO BELGIUM BVBA, if they are not expressly offered. In the case of obvious mistakes, typographical errors, printing errors and calculation errors, ALSO BELGIUM BVBA, or the service provider contracted by ALSO BELGIUM BVBA, is entitled to withdraw from the transaction.

4.5 A reward for which points have been redeemed cannot be returned or exchanged for another reward. This does not apply to cases specified in section 6, and cases governed by mandatory legal provisions. The participant agrees to send rewards that he has acquired through redemption of improperly earned points back to the BC Reward shop, immediately and at his own expense. ALSO BELGIUM BVBA does not ship rewards on the basis of acceptance after inspection.

4.6 The participant must check the shipped goods immediately after delivery to determine completeness and freedom from defects and inform the sender (ALSO BELGIUM BVBA Reward shop owner and operator) of any complaints within one week by sending an email to [marcom.nl@also.com](mailto:marcom.nl@also.com).

## **5. Access to the BC points account**

5.1 If the participant has registered with the BC, he can access his BC points account in the BC's online section on the website of ALSO BELGIUM BVBA after identifying himself to ALSO BELGIUM BVBA with his username and password, or via some other procedure determined by ALSO BELGIUM BVBA

5.2 The participant must note his password and usernames, keep this information in a safe place and protect it against unauthorised access. The participant can change the password at any time. All authorised and unauthorised dispositions made using the participant's password are considered to have been carried out by the registered participant.

5.3 If the participant fails to object to an account balance notification within four weeks from receipt or retrieval of the notification, the BC points account balance notified to the participant is considered to have been approved.

## **6. Warranty for defective rewards**

6.1 If a reward that has been delivered has a defect for which ALSO BELGIUM BVBA is responsible, ALSO BELGIUM BVBA, or a third party commissioned to ship the reward by ALSO BELGIUM BVBA, shall provide a 24-month warranty under the relevant statutory provisions. In such cases, the participant may, at his discretion, request elimination of the defect or delivery of an item that is free of defects. ALSO BELGIUM BVBA may refuse the chosen form of rectification if it is only possible at a disproportionately high cost.

6.2 If ALSO BELGIUM BVBA, or a third party commissioned to ship the reward by ALSO BELGIUM BVBA, fails to rectify the defect on two occasions, if either of the two parties refuses both forms of rectification or if either of the two parties does not succeed in rectifying the defect within the reasonable period of time specified by the participant, the latter is entitled to exercise the statutory rights relating to warranty (reduction, withdrawal, compensation for costs or damages).

6.3 ALSO BELGIUM BVBA may make use of third parties, such as reward shop operators, hotels and tour operators in order to fulfil orders for rewards. In this case, ALSO BELGIUM BVBA is not itself the contractual partner, but only supplies the requested products/services to the participant on behalf of and at the instruction of the third party. Any warranty claims and liability claims may therefore only be brought directly against the third party.

## **7. Liability**

7.1 Claims for damages brought against ALSO BELGIUM BVBA are excluded regardless of their legal basis, unless ALSO BELGIUM BVBA, its legal representatives or auxiliary agents has/have acted with malicious intent or shown gross negligence, violated essential contractual obligations or those actions have resulted in a fatality, physical injury or damage to health.

7.2 Insofar as ALSO BELGIUM BVBA is liable for minor negligence, the claim for damages will be limited to the foreseeable and typical damage.

7.3 Liability without fault on the part of ALSO BELGIUM BVBA, particularly liability based on product liability law or based on statutory warranty provisions, remains unaffected by the foregoing in 7.1 and 7.2.

7.4 Insofar as liability on the part of ALSO BELGIUM BVBA is excluded, this exclusion also applies to the personal liability of the employees, representatives, and auxiliary agents of ALSO BELGIUM BVBA.

7.5 ALSO BELGIUM BVBA is not liable for damages caused by BC partner manufacturers. In particular, warranty claims in respect of the products/services provided by the partner manufacturers of ALSO BELGIUM BVBA may only be brought against those parties. ALSO BELGIUM BVBA is specifically not liable when a participating manufacturer assigns points in a manner contrary to the agreement with ALSO BELGIUM BVBA or fails to meet its payment obligations in relation to participation in the BC programme. Furthermore, ALSO BELGIUM BVBA has no obligation to reimburse points not credited to the participant due to default on the part of BC partner manufacturers.

## **8. Giving notice, termination of the BC**

8.1 The participant can terminate his participation in the BC at any time without having to observe a period of notice. Written notice of termination must be sent to ALSO BELGIUM BVBA (ALSO BELGIUM BVBA, ALSO Bonus Club, Schaliënhoevedreef 20e, 2800 Mechelen, Belgium, Email: marcom.nl@also.com) or submitted using an unsubscribe facility that may be offered on one of the websites of ALSO BELGIUM BVBA. The existing credit balance can no longer be used after termination and a cash payment is expressly excluded.

8.2 Termination of participation in the BC initiated by ALSO BELGIUM BVBA always takes place subject to a period of notice of at least three months. The right to terminate without notice if a good reason for doing so exists remains unaffected. A good reason exists specifically when the participant continues to violate these terms and conditions following a warning or misuses the BC. The latter is the case when, for example, the participant engages in transactions that are incentivised with points under false pretences, concludes unauthorised business deals with the BC partner manufacturers, or unjustifiably refuses to settle payables of the BC partner manufacturers. If the participant abuses the BC in the manner described above, his account will be blocked as soon as the abuse is detected. Points that were rightfully earned by the participant before the case of abuse can only be redeemed by the participant after consultation with the respective BC contact, as designated in the online section.

8.3 ALSO BELGIUM BVBA reserves the right to terminate the BC at any time without giving reasons, or to replace it with another programme. Subject to a special condition in the replacement programme, both cases represent termination on the part of ALSO BELGIUM BVBA in accordance with 9. If the BC is discontinued, ALSO BELGIUM BVBA will allow a period of one month from the date of this discontinuation so that the points earned up to the date of discontinuation can be redeemed against rewards.

## **9. Changes to the Conditions of Participation**

ALSO BELGIUM BVBA is entitled to change these Conditions of Participation. In the case of changes that disadvantage the participant, the new conditions of participation only come into effect if (i) ALSO BELGIUM BVBA notifies the participant of the change and (ii) the participant

does not submit an objection to ALSO BELGIUM BVBA within one month after being informed of the change. The announcement may also take the form of a separate notification on the website. A change shall be deemed to have been accepted by the participant if he continues to earn ALSO BELGIUM BVBA Bonus Points one month after notification of the change. If the participant does not accept the new Conditions of Participation in accordance with the above, this non-acceptance shall be deemed to be termination of the BC by the participant in accordance with 8.1. The participant shall provide written notification of this by sending an email to marcom.nl@also.com within four weeks. ALSO BELGIUM BVBA shall specifically draw the participant's attention to this requirement again when the new Conditions of Participation are sent.

## **10. Data protection, use of the participant's personal data**

### **10.1 Data**

If an ALSO BELGIUM BVBA customer participates in the BC, the full name of the company, the name of the contact at the company, the full address of the company, or the delivery address and the email address (master data) are required in order to open an BC points account for the customer. The master data is submitted directly to ALSO BELGIUM BVBA, or retrieved from the merchandise management system of ALSO BELGIUM BVBA

If the participant earns points, only the data that is absolutely necessary for crediting the points to his account (transaction data) is transmitted and recorded. The transaction data includes the customer number or participant designation, the number of points, the turnover amount, the posting date and the description of the promotional product or manufacturer's campaign and the promotion in which the participant has taken part.

The personal data stored about you (master and transaction data) shall only be processed for implementation of the BC programme, either by ALSO BELGIUM BVBA itself, or by service providers (order data processors) commissioned for this purpose by ALSO BELGIUM BVBA. The stored transaction data is deleted when it is no longer required for programme implementation.

ALSO BELGIUM BVBA is entitled to process the data that it has received in connection with the business relations or with regard to the BC participant, regardless of whether this data originates from the participant himself or from third parties, within the meaning of the Federal Data Protection Act. Customer data is stored in accordance with Section 33 of the Federal Data Protection Act.

### **10.2 Advertising and market research**

The participant agrees that the stored master data and transaction data, and any voluntarily provided information collected for market research purposes, and for individually creating and sending selected information by post or email, may also be used by ALSO BELGIUM BVBA.

ALSO BELGIUM BVBA may also send this data for use in this connection to contracted service providers (order data processors). The customer data held there shall be immediately deleted after fulfilment of the promotion.

Transaction data, that might be used to draw conclusions about the participant's concrete purchasing behaviour, such as turnover figures, the goods that were ordered or the company offering the goods for sale shall not be disclosed to third parties under any circumstances.

This declaration of consent can be retracted at any time by sending written notification thereof to ALSO Bc (ALSO BELGIUM BVBA, ALSO Bonus Club, Schaliënhoevedreef 20e, 2800 Mechelen, Belgium, Email: marcom.nl@also.com). Participation in the BC is still possible after retraction of this declaration of consent; use of the personal data beyond the scope of the BC's administrative processes is prohibited at all events in such a case.

## **11. Non-cash benefit**

The participant has, in all cases, the obligation to report any non-cash benefit that may apply and independently make the required payment. This shall not be taxed at a flat rate by ALSO BELGIUM BVBA or a service provider commissioned by ALSO BELGIUM BVBA or included in the point(s) in the stated price. If requested to do so by the respective tax offices, ALSO BELGIUM BVBA shall provide information about the rewards that have been claimed.

## **12. General terms and conditions**

12.1 If any individual provision of the contract, including these provisions, is or becomes wholly or partially ineffective, or if the provisions of the contract contain a loophole, the other provisions or parts of such provisions shall continue to be effective notwithstanding. The relevant mandatory provisions shall replace the invalid or missing provisions.

12.2 Belgium law shall apply, with the exclusion of the UN Convention on Contracts for the International Sale of Goods.

12.3 All disputes arising directly or indirectly from the contractual relationship to which these conditions apply will the place of business or district of ALSO BELGIUM BVBA.

12.4 The place of performance for all claims in connection with BC business transactions is the registered office of ALSO BELGIUM BVBA.

Valid from 1st of June 2020

ALSO BELGIUM BVBA

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