



## WEBSITE

### CASHBACK SERVICE TERMS

#### 1. Introduction

- 1.1 Where we agree to provide the Cashback Service to you, the following terms (the "**Cashback Service Terms**") will apply in addition to the [Customer Terms](#). For more information on this benefit please see our website.
- 1.2 As part of your current account we provide a cashback rewards programme (the 'Cashback Service'). In order to provide the Cashback service we work with Pluxee UK Ltd (registered in England No. 02680629) whose registered office is at Enigma The Park MK, Ortensia Drive, Wavendon, Milton Keynes, England, MK17 8LX ('Pluxee').
- 1.3 This benefit will continue for as long as your current account remains open. You can opt out of receiving this benefit via your online account or by contacting us using the details below.

#### 2. Cashback Service

- 2.1 You can earn cashback, that is a percentage of qualifying transactions you make at certain qualifying UK retailers ("Cashback"), by using your Card Account either online or in store to make purchases at qualifying retailers (the "Cashback Service").
- 2.2 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").
- 2.3 Cashback Rates (the "Rates") may change and you should check the cashback page on the Website for the latest Rates that apply as well as any exclusions or limitations. New Rates will apply as soon as we update the Website [and we will notify you of the change when we make it].
- 2.4 When we refer to qualifying retailers, we mean sellers and suppliers of goods and services that agree to enter into Qualifying Transactions and pay us Commission.
- 2.5 Each retailer offer is subject to such terms and conditions as the retailer applies to the offer.

#### 3. Automatic Entitlement

- 3.1 If you have been accepted for a CardOneMoney Account you will automatically be included in our Cashback programme.

#### 4. Cashback

- 4.1 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.
- 4.2 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.

4.3 If we, or Pluxee UK Ltd, 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.

4.4 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 transactions is exercised;
- b) We believe the Cashback has been obtained fraudulently;
- c) We have concerns about the security of your CardOneMoney Account and/or your use of the cashback Service;
- d) Where you opt out of the Cashback Service;
- e) You close your CardOneMoney Account.

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

5.1 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 CardOneMoney Account Terms and Conditions.

5.2 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.

5.3 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 CardOneMoney Customer Terms and Conditions.

## **6. Additional Services**

6.1 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.

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

7.1 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.

- 7.2 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.

## **8. Liability**

- 8.1 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.

- 8.2 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these Cashback Service terms, 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.

- 8.3 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 8.1).

- 8.4 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.

- 8.5 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.

- 8.6 To avoid doubt, nothing in this paragraph 8 limits our obligation to pay Cashback to you.

- 8.7 The provisions of this paragraph 8 shall survive the termination or expiry of each contract between us.

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

- 9.1 We reserve the right to change the Cashback Service Terms from time to time, and upload the new version on the Website. When we do so, we will upload the new version of the Cashback Service Terms on the Website, and the new version of this 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 Cashback Service Terms which is capable of adversely affecting you; if you do not wish to be governed by the new version of the Cashback Service Terms, you may notify us on or before the date when the new version of the



Cashback Service Terms 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 these terms.

**10. Opting out of the Cashback Service**

10.1 You may opt out of the Cashback Service by contacting us via the contact page facility on the Website

**11. Exclusions**

Supplier Name	Site Exclusions
American Gold	Gift Cards Outlet Stores
Asda	Fuel Gift cards Stamps Lottery tickets Asda-Photo Asda-Tyres
B&Q	Any cafes or concessions including Tradepoint
Boots	Boots Hearingcare (David Ormerod Hearing) BootsPhotoUK Covid 19 travel tests
Cadbury Gifts Direct	Cashback purchases will be online only
Carpetright	Telephone payments
Ernest Jones	All telephone orders
Foot Locker	Online Spend
Go Ape	Cashback purchases will be online only
H Samuel	All telephone orders
Halfords	Halfords Autocentres
Harvester	Excludes gift cards, online purchases and payments and Harvester Moto, Donington Park
Intrepid Travel	Valid through Intrepid Travel's UK based

	call centre or direct website only
Laithwaites	All Laithwaites Concession Stores
Marks and Spencer	M&S BP Connect stores M&S Opticians
National Express	Authorised Resellers National Express Agents Eurolines offices in UK and Europe National Express West Midland Card App
Papa Johns	Welcome Break Motorway Service Stations Haven or Butlins Holiday Parks University Campus sites Northern and Republic of Ireland locations
Pizza Hut	Excludes Northern Ireland, Butlins Minehead and Jersey (plus any other not in Pizza Hut franchise) Not valid at Pizza Hut Online and Delivery
River Island	Purchases using the River Island App Card
Sainsbury's	Sainsbury's SaveBack Fuel Spirits Tobacco products National Lottery Postage Stamps Sainsbury's & 3rd party gift cards Prescriptions Infant formula food or milk Mobile phone top-up vouchers & cards Paypoint Restaurant and concessions Sainsbury's transactions can take longer for cashback to be processed due to their procedure for calculating eligible spend - this could take as long as 6-7 weeks
Toby Carvery	Excludes gift card, online purchases and payments