

# Ecomonkey Terms of Participation

## Preamble

1. Read through the **Terms** of Participation before joining the **Programme**.
2. We've tried to make them an easy read and avoid as far as possible weasel worded limitations and legalese.
3. The Agreement sets out the terms and conditions of participation, and it is up to you, i.e. it is your responsibility, to read and UNDERSTAND them.
4. By joining the Ecomonkey **Programme** you AGREE TO BE BOUND by the **Terms**.
5. Participation in the **Programme** is offered at the sole discretion of the operators, Get the Point Ltd, who reserve the right to CHANGE the **Terms**, in whole or in part, at their sole discretion, with or without prior notice.
6. That said, we hope to keep things as they are, give reasonable prior notice, and only make changes that are necessary to maintain a useful and helpful level of service for the broadest community of members.
7. More digestible versions of many of the points covered here are available elsewhere on the Ecomonkey website.

## Terms of participation

### I do!

8. By signing up and using the **Programme**, you agree that you have read and understand the **Terms** and that you will comply with them in their entirety. Participation may be refused at the sole discretion of Get the Point Ltd. without recourse, but we promise never to do so without good reason.

### Age & residency

9. The **Programme** is for United Kingdom residents, aged 18 years or over; residents of other countries will not be accepted onto the Programme.

### The truth, the whole truth and nothing but the truth

10. On joining the programme, you agree to provide true and accurate information to the **Programme**. We think this will improve the integrity and quality of the programme as a whole and minimise nagging you with inappropriate offers. You also have choice as to how that information is used - see privacy below.

### General

11. This website is made available for use in connection with your participation in the programme.
12. You can copy electronically and print portions of the website for personal use, but cannot use it to generate income of any kind. All other uses of the website (including without limitation reproduction for a purpose other than that noted above and any modification, distribution or republication) without our prior written permission is expressly forbidden. You cannot use any data or information made

- available on or by this website in connection with any business or commercial undertaking (whether or not for profit).
13. The intellectual property in all design, text, graphics and other material and the selection or arrangement of such material in this website is owned by us and/or our respective licensors.
  14. This website includes links to websites and/or services owned and/or operated by participating companies and/or third parties. These are provided for your convenience and we are not responsible for and do not give any warranties or make any representations regarding any such websites and/or services and are not responsible for or liable in relation to the content or your use of such websites (other than to the extent required by law).
  15. While we will try to operate a full and error free operation of this website, we do not promise this at all times due to factors which are beyond our control, the vagaries of the internet environment.

### **Only one account per person, no trading or transfer allowed**

16. Membership and the right to use the programme is limited to one individual per Account, but being practical people, we are not going to worry if you use the account to purchase goods or services on behalf of your immediate family and very very close friends.
17. **Accounts** and **Points** are cannot be transferred to others, cannot be consolidated or pooled. Put another way a member's right to use the programme is non-transferable. No ifs, no buts. For the avoidance of any doubt, that means that **Accounts** cannot be traded, bartered, gifted, auctioned or sold and are void if so transferred.
18. Multiple accounts will be removed at the sole discretion of Get the Point Ltd and their **Points** collected forfeited.
19. In exactly the same way as accounts, **Points** cannot be traded, bartered, gifted, auctioned or sold and are void if so transferred.
20. We may undertake checks, including seeking evidence of identity and your email address, under circumstances where we have reasonable cause to suspect our **Terms** are being breached.

### **Collecting points**

21. Members can collect **Points** in various ways including:
  - by joining the Programme;
  - inviting friends and colleagues to join;
  - shopping through the Programme;
  - using or signing up to services offered through the Programme, including those offered with third party websites;
  - responding to offers from participating advertisers and partners by email;
  - participating in surveys.
22. Mostly though collecting points means buying a product or signing up and using a service. Members must also comply with any specific terms and conditions of **Points** collecting offers, whether through the **Programme** itself or via

participating organisations. Members are entitled to collect **Points** in the manner detailed on the Ecomonkey website, through authorised communications by Ecomonkey and its partners.

23. Ways of collecting **Points**, as well as the number awarded are subject to change from time to time and we will keep you informed via the Ecomonkey website.
24. **Points** have no monetary value, and cannot be used for any purpose other than redeeming designated rewards.
25. Failure to adhere to the specific instructions or procedures detailed may jeopardise the collection of **Points**. Under such circumstances, account holders have no recourse against Get the Point Ltd or any of the participating companies.

### **Redeeming Points**

26. To redeem **Points** for rewards, discounts or privileges that we make available, the account holder must have sufficient **Points** in their account.
27. **Points** are allocated only when the transaction status appears as **paid**.
28. Get the Point Ltd reserves the right to change the range of products and services available for redemption of **Points** and to change the number of **Points** required to redeem a reward.
29. Get the Point Ltd makes no warranty in respect of any rewards or vouchers. Get the Point Ltd purchases rewards and vouchers on your behalf from third party companies. Rewards will only be delivered to the registered account holder, and once claimed cannot be returned. Neither **Points** nor **Rewards** can be refunded for cash.

### **How Points are recorded**

30. To collect **Points** accurately, your purchases have to be tracked correctly reconciled against our records, after which they will be recorded against your account. We may use a number of tracking partners to help us do this effectively and efficiently, but it is not an instantaneous process, yet.
31. Basic tracking verification can be as quick as a few days, but typically will take longer. Once basic verification has taken place, the status of your **transaction** will appear as **pending** until we receive the full commission from the participating company. The status will change to **confirmed** once we receive confirmation from the seller that everything is well.
32. Once payment has been received your **Points** are awarded and show as **paid**, and then available to be redeemed, subject only to the criteria set out below and any limitations set by an introduction offer you may have signed up to. Once you have redeemed your points, they will be subtracted from your balance.
33. If for any reason a partner website / tracking partner declines to pay us the commission on a transaction, the **Points** will be **declined**. Reasons include, a transaction was never actually completed, a payment problem, goods returned, a service not used according to the terms and conditions of the offer. In these and other cases **Points** will not be awarded. No guarantee is implied that **Points** will be awarded.

## **Problems & Dispute resolution**

34. Once **Points** are awarded we will generally not change that status, even if we subsequently discover that we have made an error, but we reserve the right to change the status to **declined** if we find an abuse of the **Terms**.
35. You can nevertheless make a claim for **Points** that are **declined**, provided you do so within 90 days of the transaction and the claim is not trivial – 50 **Points** - no way Jose, 500 points or more – something's up. We will undertake to check with our tracking partners and partner websites the reasons.
36. **Points** that do not appear to be tracked will more difficult to follow up and we rely on you to provide accurate information regarding your transaction. We will try and resolve your claims as quickly as possible. Errors on our part will be quicker to fix than errors by our partners, assuming we can get to the bottom of the problem. Upon satisfactory resolution of a claim, we will make manual adjustments to a member's account as necessary.
37. If we need to adjust your Ecomonkey account we reserve the right to correct or suspend accounts where we discover accounting errors, non-payment of commissions from third parties, multiple accounts, refunds issued, product returns or suspected fraud.
38. If we discover members are collecting **Points** by fraud or deception, we will suspend their account immediately and ask questions later. Entitlement to points collected, whatever their status will be lost. We will work with our partner retailers who will advise us of fraudulent activity and although we will refer appeals from our members, the retailer's final decision is likely to be just that, final. We don't just frown on scams to collect points by dubious means, we will take positive action to suspend, investigate thoroughly and quickly remove the offending accounts and pass on information to the competent authority.
39. All questions or dispute regarding the **Programme**, including without limitation, questions regarding participation and eligibility must be submitted in writing **within 90 days of the query where applicable**, to Get the Point Ltd., 27 Lauriston Street , Edinburgh, EH3 9DQ.
40. Any such dispute will be resolved by Get the Point Ltd. at their sole discretion. All interpretations of these **Terms** shall be at the sole discretion of Get the Point Ltd. In the event of an error by Get the Point Ltd. your sole recourse will be the crediting of any disputed **Points**.

## **Third party websites**

41. The majority of the shopping opportunities and services are made available via relationships with third party websites. The **Programme** is not responsible for changes or variations to collecting opportunities due to changes by third party companies, nor are we responsible for any inaccurate information or communications via a participating website or company. Nor are we responsible for the content or privacy policies of these sites and third party advertisers, nor for the way in which information about their members is treated.

## **Account management**

42. Individuals joining the Programme will register via the website choosing a unique identifier or username and a password with which to access our services. Members undertake to not disclose their registration information with

unauthorised members or to share their account. Members are required to identify themselves using their unique identifier and password whenever authorisation is required, for example to properly track transactions which are eligible to collect points, change or update account information and for redemption purposes.

### **Dormant Accounts**

43. The **Programme** reserves the right to suspend any account that is not active (i.e. does not collect any **Points**) within 6 months of joining or last use and may forfeit any Points collected but unclaimed. Ecomonkey will give prior notice of account suspension by electronic means only using the email address supplied.

### **What you see is what you get**

44. The **Programme** is being offered to individuals "as is" with no warranty to the maximum extent as permitted by the law. Get the Point Ltd. disclaims any representation and warranties, express or implied, with respect to the programme, including, but not limited to, implied warranties of merchantability and fitness for any particular purpose.
45. Get the Point Ltd. does not make any warranty, guarantee, or make any representations regarding the quality of, or assurance of any advertisement or any merchandise, products, or services offered or provided by third party companies participating in the **Programme**.
46. All the information and/or data included in and/or on this website is made available for guidance only. Use the information and/or data by all means, but make your own judgements and be aware that you do so entirely at your own risk. Caveat Emptor, as they say.
47. You expressly agree that no **Points** collected are available for your redemption until payment has been received, regardless of whether they appear in your account information.
48. You will not hold Get the Point Ltd. responsible for the non-collection of any monies due in relation to your Account, and the subsequent non-issuance or removal of **Points** from your account for this reason.

### **Programme termination**

49. Get the Point Ltd reserves the right to terminate the **Programme** at any time. In this event, you will have a period of the notice of the date of programme termination to redeem any **Points** as per the above Terms. During the termination period, further **Points** CANNOT be collected. Get the Point Ltd will make every effort to communicate to all members the termination period and keep it open as long as practical, but cannot be held responsible for failing to notify any individual for any reason.

### **Modification of the Terms**

50. Get the Point Ltd may modify this agreement from time to time, with or without notice, and your continued participation in the **Programme** will be deemed as your acceptance of the new **Terms**.

## Enforcement

51. For the avoidance of doubt, these **Terms** shall be subject to the laws and jurisdiction of Scotland. If any provision of these **Terms** is found invalid or unenforceable, that provision shall be enforced to the maximum extent possible, and the other provisions contained herein will remain in full force and effect. Get the Point Ltd's failure to insist upon or enforce strict performance of any condition shall not be construed as a waiver of any provision or right.
52. Nothing in these **Terms** shall be construed as forming a partnership or joint venture either with individuals enrolled in the **Programme**, or participation third party companies. No third party company will have the right or ability to create any obligation on Get the Point Ltd behalf. This agreement constitutes the entire agreement between you and Get the Point Ltd's in regards to the **Programme**.

## Privacy and data protection

53. Ecomonkey is registered under the Data Protection Act and committed to member's privacy and the following notes outline our information practices.
54. If you chose to opt in to communications from Get the Point Ltd, we endeavour to use our communications responsibly. If you feel we are not abiding by our policy or if you have any questions please contact help @ ecomonkey.co.uk.
55. For unregistered visitors, no private information is recorded.
56. Your preferences can be set on the **My Account** page. Members requesting to leave the **Programme**, can do so at any time. Please email: suspend @ ecomonkey.co.uk. Members have 30 days to redeem any **Points** which are paid, subject to the **Terms** of the programme set out above. After 30 days unclaimed **Points** will be permanently forfeited.
57. We do not share, sell or rent your email address, postal address or any other data we hold about you to any third party. The information we collect is used to improve the content of our services, customise content, and to provide efficient and effective accounting to calculate your **Points**.
58. If we decide to use customer information for new or unanticipated uses or change the way we do something in relation to your privacy, which is not in this privacy notice, we'll let you know.
59. On request, we will provide members with access to all the information that we store about them and apply appropriate security screening measures before doing so.

## Personal Information

60. We may collect further personal information from you as part of our registration process to enable us set up your Ecomonkey Account. In addition we may collect information on your preferences when you complete our on-line questionnaire and polls. We also collect information on your shopping & online activities with our partners as part of allocating **Points** to your account.
61. From time to time we may also ask for additional personal information as part of a promotion/competition. When you "refer a friend", you are confirming that they have appointed you to act for them, and have their consent to us processing their email data for the sole purposes of the referral (an email or SMS message). We will not store "refer a friend" data for any other purpose.

## Use of Information

62. By joining the Programme you agree that we can communicate with you with suitable offers from Ecomonkey, its partners and clients, which may contain opportunities to collect and redeem, subject to your opt in preferences. You can opt-out from third party communications from the My Account page.
63. In order to credit your Ecomonkey Account with **Points** collected with our partners, it may be necessary for our partners to transfer some data back to Ecomonkey so we can credit your account to accurately reflect your **Points** total. Unless there is a dispute, it is unlikely that we need to transfer information over and above that which was provided us on registration.
64. We will analyse member and transaction databases. The results of these analyses may be released to third parties, but only in summary form and will never contain personal information. We may use transactional data to update your profile so that we can offer you similar products that maybe of interest to you based on this data. We will not however collect personal data from other sources in order for us to hold a more accurate profile of the data subject without your consent.
65. You only give permission to Get the Point Ltd to provide your customer details to third party companies if you have indicated that you wish to "opt in". You can "opt out" of third party communications that you have "opted in" for at any time. If you prefer you can also email us at any time: unsubscribe @ ecomonkey.co.uk to opt out, an option that will be available in all email communications.

## Tracking

66. We store information about you using cookies (small files which are sent by us to your computer or other access device), which we can access when you next visit. The cookie remembers your login, helps us to track and award **Points** to your account when you buy from partner websites.
67. Deleting cookies or disabling cookies, may result in you not having full access to the whole website and will prevent you from collecting **Points**. When you visit our site, we log various information, such as your IP address, to help tackle fraud and to help fix unresolved claims.

## Passwords

68. Access to your account is password protected. We never release details of your account to third parties. If you forget your password, please visit the My stuff section of the ecomonkey web site to request us to reset your password and Username. Ecomonkey will not be held responsible for activity that results from members not keeping their account details secure.

## Scary stuff

69. We reserve the right to access and disclose individual information to comply with applicable laws and lawful government requests. We also reserve the right to disclose individually identifiable information to third parties where a complaint arises concerning your use of the Programme, where that use does not comply with our **Terms**.

## **About us**

Ecomonkey is operated by

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