

General Business Terms and Conditions for Lyoness Members

Version: April 2012

Preamble

Lyoness Europe AG, with headquarters at Bahnhofstrasse 22, CH-9470 Buchs, Switzerland and Company Register Number CH 170.3.026.427-4 of the trade register of the St. Gallen Canton Switzerland operates an international shopping community (hereinafter referred to as the "Lyoness Loyalty Programme"), which enables the participants (hereinafter referred to as "Members"), to receive Benefits through the purchase of goods and services from Lyoness Loyalty Merchants (hereinafter referred to as "Loyalty Merchants"). The Member's contract is with Lyoness Europe AG (hereinafter referred to as "Lyoness"). Lyoness is represented in the United Kingdom by Lyoness UK Limited a company incorporated in England and Wales under number 06932198 whose registered office is at 105 Piccadilly, London, W1J 7NJ (hereinafter referred to as "Lyoness UK").

In these terms and conditions:

Additional Member Benefits means the additional benefits described in the Additional GTCs available upon the Member satisfying certain conditions (see the Site) and accepting the Additional GTCs;

Additional Terms and Conditions or Additional GTCs means the Additional General Business Terms and Conditions which supplement these GTCs and which Additional Terms and Conditions apply to Members who have satisfied certain conditions (see the Site) and accepted the Additional Terms and Conditions as a Member entitled to Additional Member Benefits;

Benefit means a benefit which a Member can acquire through using the Services including Cashback, Friendship Bonus and other benefits, each more particularly defined in clause 7; Cashback Card means a plastic card that records Member's data including purchase data when he uses the card either through the Site or direct with a Loyalty Merchant. It is not a method of payment, a credit card or a debit card or any form of electronic money card. The purchase data from the Loyalty Merchant recorded using the Cashback Card is forwarded to Lyoness for the calculation of the resulting Benefits. The Cashback Card is also available as a mobile App;

Cashback means the benefit defined in clause 7.1 paid into the Member's personal bank account once the appropriate amount has accumulated;

Contractual Documents means the UKMA, the Friendship Flyer or online registration form and the GTCs and Additional GTCs each as amended from time to time by Lyoness;

Distance Selling Regulations means the Consumer Protection (Distance Selling) Regulations 2000 as amended;

Down Payment see Voucher Down Payment;

Friendship Flyer means a document of the same name which an applicant is required to sign in order amongst other things to signify his acceptance of the terms of the Contractual Documents;

Friendship Bonus is defined and explained in clause 7.3;

General Business Terms and Conditions or GTCs means these terms and conditions (1 to 21 inclusive), as amended from time to time by Lyoness;

ID Number is a unique number provided to the person when registering to become a Member and which is on the Cashback Card;

Intellectual Property Rights means for the purposes of these conditions of use, trade marks, Services marks, trade and business names, domain names, rights in designs, patents, copyrights, database rights, moral rights and rights in know how and other intellectual property rights in each case whether registered or unregistered and including applications for the grant of the foregoing and all rights or forms of protection having equivalent effect to any of the foregoing, which may subsist anywhere in the world;

Know your customer information means information relating to the Member and his address which Lyoness may demand from time to time to comply with any applicable law including laws relating to money laundering;

Loyalty Benefit means that part of the Total Member Benefit that is dealt with in the Additional GTCs;

Lyoness Loyalty Merchant or Loyalty Merchant is a provider of goods or services named on the Site with which Lyoness has negotiated discounts on behalf of Members;

Lyoness Loyalty Programme means the program developed by Lyoness which incorporates the Services and the underlying System;

System means the hardware and software operated by Lyoness and used to provide the Services;

Member means a person who has applied to become a Member in the manner required by the Contractual Documents and whose application for Membership has been accepted by Lyoness;

Mobile Vouchers are virtual vouchers which, using a special APP and most Smartphones, can be redeemed at a specified Lyoness Loyalty Merchant; using the Smartphone-APP the Member has the ability to electronically instruct Lyoness to procure a Merchant specific electronic virtual voucher;

Password means a unique letter number combination being at least seven characters long, which the Member must keep confidential and which may only be used by the Member to access and use the Site and the Services;

PIN is a four digit number which the Member must keep confidential and which may only be used by the Member to access the Services;

Privacy Statement means the privacy statement referred to on the Site;

Services means the services supplied by Lyoness to Members including the right to access and use the Site and in that context acquire an ID Number, PIN and Password, to acquire and use a Cashback Card, to purchase Vouchers from Lyoness, to use the Lyoness smartphone facilities (Mobile Vouchers and mobile cashback) and to obtain key data from the Site relating to the Services provided. The Services also include the Benefits and Additional Member Benefits where a Member is entitled to these;

Site means www.lyoness.net accessed through www.lyoness.co.uk

Total Member Benefit is the aggregate amount of Cashback, Friendship Bonus and Loyalty Benefit attributed to a Member in respect of a purchase from a Loyalty Merchant; United Kingdom Membership Agreement or UKMA means the United Kingdom Membership Agreement signed on behalf of Lyoness and by the Member forming part of the Contractual Documents;

Virus "virus" or "worm", "Trojan horse", "trap door", "Software Switch", "time" or "logic bomb", "disabling code" or "routines", or "expiration dates;" and all other similar malicious devices;

Voucher means a paper based voucher or a gift card in a form provided by the Loyalty Merchant that can be purchased from Lyoness or from a Voucher Reseller. Voucher may also mean a Mobile Voucher as defined above;

Voucher terms and conditions means the terms and conditions which apply to a Voucher as determined by the Loyalty Merchant by which it is provided;

Voucher Down Payment or Down Payment means a part payment for a specific Voucher order for the purposes of clause 5.2;

Voucher Reseller is a Loyalty Merchant who is authorised by Lyoness to resell Vouchers;

Working Day means all days other than Saturdays, Sundays and public holidays in the UK.

1. Object of the agreement

1.1. The Member is entitled, in accordance with the Contractual Documents, to participate in the Lyonesse Loyalty Programme and to receive the associated Benefits. The Member can recommend the Lyonesse Loyalty Programme to others. The Member is not obliged to give or make recommendations to or on behalf of Lyonesse and is under no duty to Lyonesse to do so.

1.2. The goods and services obtained by the Member from Loyalty Merchants in exchange for Vouchers are recorded in the Lyonesse Loyalty Programme. The Member can avail himself of the following means to obtain the benefits of the Lyonesse Loyalty Programme: the Lyonesse Cashback Card, Mobile Vouchers, Vouchers and online shops of Loyalty Merchants accessed through the Site.

2. Basis of the agreement

2.1. Upon acceptance of the registration application by Lyonesse, the applicant becomes a Lyonesse Member and receives a personal Membership number (hereinafter referred to as "ID-number"). This entitles the Member to participate in the Lyonesse Loyalty Programme, initially within the framework of a Trial Membership in accordance with Clause 14.1. Only recorded purchases made by registered Members (possessing an IDnumber) are taken into consideration by the Lyonesse Loyalty Programme.

2.2. The General Business Terms and Conditions, the Additional Terms and Conditions and the United Kingdom Membership Agreement, all as defined, constitute the entire agreement between Lyonesse and the Member. Lyonesse cannot accept any deviation from these.

2.3. The Member declares that all information provided to Lyonesse upon registration is, when given and continues to be, true, accurate and complete and will fully indemnify and hold Lyonesse and its agents harmless against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by Lyonesse arising out of or in connection with a breach of this provision.

2.4. The Member undertakes to inform Lyonesse promptly of any changes to his personal details (residential address, mailing address, email address, bank account details, telephone number etc.) Lyonesse accepts no responsibility for any loss liability or damage suffered by Member arising from the Member's failure so to inform Lyonesse.

2.5. Each Member whether a natural person or a legal entity is only permitted to register once (i.e. a single ID-number). Registration is to take place using the main residence of the Member or using the registered office of the legal entity. In the case of multiple registrations the last registered ID numbers shall be deleted. Benefits that arose through multiple registrations shall be forfeited. Multiple registrations undertaken in order to obtain unwarranted Benefits constitutes grounds for Lyonesse to terminate membership of Lyonesse for breach or for good cause

3. Legal relationship

3.1. Nothing in the Contractual Documents nor in any agreement between a Member and Lyonesse shall render a Member an employee, servant, worker, agent or partner of Lyonesse nor shall any Member hold himself out as such.

3.2. The Member is only entitled to the Benefits from the Lyonesse Loyalty Programme. The Member has no entitlement to compensation above and beyond this. The Member is moreover not entitled to reimbursement of any type of expenses whatsoever for any activities, obligations, or tasks carried out by the Member in order to secure Benefits.

3.3. The Member is not authorised to represent Lyonesse, in particular not to make representations in relation to the Lyonesse Loyalty Programme or any of its constituent parts within the framework of the Lyonesse Loyalty Programme and/or in the course of seeking and recommending new Members. The Member is not authorised to receive cash or to carry out the collection of money on behalf of Lyonesse. The Member is only entitled to recommend applicants for Membership, strictly in accordance with any procedure stipulated by Lyonesse.

3.4. The Member is not authorised, without prior written permission from Lyonesse;

- to use any Intellectual Property Rights including logos, writing, claims and similar from/of Lyonesse or from/of Loyalty Merchants.
- to prepare business cards, presentations, videos, audio files, screenshots, web content, media content, flyers, prospectuses, websites, advertising materials, large scale mail shots, mailings, home pages or similar concerning Lyonesse or concerning the Lyonesse Loyalty Programme, to distribute them in written, electronic form or in some other miscellaneous manner or to make them publicly accessible (e.g. on internet sites such as YouTube or Facebook);
- to carry out public meetings concerning Lyonesse or the Lyonesse Loyalty Programme, such as, for example, Information events, events, workshops, seminars, etc.;
- to recruit retailers, wholesale and other miscellaneous traders, as well as other companies which offer goods or Services to final consumers, including filling stations, franchisees and department stores, as Loyalty Merchants or Members, to carry out negotiations or preliminary discussions or to pursue an advertising activity of any description whatsoever in order to win such companies, especially not on their premises nor in the proximity of said premises.

4. Lyonesse Loyalty Programme

4.1. Through purchases made from Loyalty Merchants and Vouchers purchased through Lyonesse the Member acquires Benefits from the Lyonesse Loyalty Programme in accordance with the Contractual Documents, namely Cashback, the Friendship Bonus and, subject to certain conditions (see the Site), the Additional Member Benefits. The Benefits are described in more detail in Clause 7.

4.2. Lyonesse concludes agreements with Loyalty Merchants that make it possible for Lyonesse to grant benefits to Members within the framework of the Lyonesse Loyalty Programme. Lyonesse endeavours to agree favourable conditions and to continue to expand its international network of Loyalty Merchants. Details of the current Loyalty Merchants can be viewed online at www.lyonesse.co.uk and can be obtained, together with the related Benefits, from Lyonesse UK.

4.3. The Member can use the following means in order to ensure that the purchases he makes from Loyalty Merchants are recorded in the Lyonesse Loyalty Programme:

- Cashback Card: This is not a means of payment, but rather serves solely to record the Member's purchase data at Loyalty Merchants. The Cashback Card is available as a plastic card or as a Mobile App. The purchase data from the Loyalty Merchant recorded using the Cashback Card is forwarded to Lyonesse for the calculation of the resulting Benefits.
- Mobile Vouchers: These can be retrieved with the Lyonesse mobile App using a mobile terminal (smartphones, tablets etc.). Lyonesse provides the Mobile Vouchers of the Loyalty Merchants in return for payment in advance. The Mobile Vouchers of the Loyalty Merchants can then be used to make purchases. Lyonesse calculates the Member benefits resulting from this using the voucher order as a basis.
- Vouchers (vouchers or gift cards): These can be purchased by writing, by telephone or online from Lyonesse or from Voucher Resellers. Following payment in full, Lyonesse supplies the Vouchers of the Loyalty Merchants to the Member and calculates the resulting Total Member Benefit using the Voucher order as the basis.
- Online Shops: These may be accessed via the Site using the Lyonesse log-in. Purchase data from the Loyalty Merchant recorded via an online interface or cookies and tracking are forwarded to Lyonesse for the calculation of the resulting Benefits.

5. Ordering of Vouchers

5.1. Vouchers are specific to and can be redeemed only at the Loyalty Merchant to which they refer. A Voucher can be redeemed for goods and/or services for the amount shown on the Voucher.

5.2. Ordering of Vouchers by the Member takes place in written form using the order form or online at the Site (login area). Ordering of Mobile Vouchers takes place using the Lyonesse App for mobile terminals (e.g. smartphone, tablet, etc.) or using a browser at the Site. A Down Payment must be at least equal to the relevant Total Member Benefit for the chosen Loyalty Merchant; for example, a Member wants to buy clothes with Vouchers for £450 from a Loyalty Merchant who offers Total Member Benefit of 10.0%; the minimum Down Payment must be £45.

5.3. In order that the ordered Vouchers are recorded in the System the Member must use his ID-number. Ordered Vouchers will be dispatched to the Member following receipt of the full purchase price by Lyonesse.

5.4.1. Subject to clause 5.4.2, where the Member is a "consumer" and the sale is a "distance sale" in each case within the Distance Selling Regulations, the Member may withdraw from an order for Vouchers, for any reason until the later of the following:

5.4.1.1. the end of the seventh Working Day after the receipt by the Member of the later of the order acceptance or the Vouchers; or

5.4.1.2. the end of the seventh Working Day when all such information as required by law has been supplied by Lyonesse to the Member.

5.4.2. The Member's right to cancel an order for a Voucher does not apply (i) if within the seven Working Days the Voucher has been redeemed for the purchase of goods and services or (ii) where the Voucher is made to the Member's specifications or clearly personalised.

5.4.3. Where the Member has a right to cancel the order, the Member must (i) write to Lyonesse and send his notice of cancellation by post to Lyonesse or Lyonesse UK or (ii) send an email of cancellation identifying the order number to office@lyonesse.co.uk

5.4.4. Where the Member has exercised his right of cancellation pursuant to this Clause 5.4 he shall at his own expense arrange the return of the Vouchers to Lyonesse UK within seven days of such cancellation.

5.5. Down Payments may be made for Voucher orders. The benefits of a Down Payment arise only through participation in the Additional Member Benefits in accordance with Clause 7.5. The Vouchers are available to the Member only following full payment of the unpaid balance. Down Payment amounts are subject to the conditions agreed with each Loyalty Merchant.

5.6. A Voucher order for which a Down Payment has been made pursuant to clause 5.5 may be subdivided into vouchers of a lesser denomination. A Member may buy a Voucher of a lesser denomination by paying its full price less the attributable proportion of the Down Payment already paid. For example, in the case of a Loyalty Merchant with which Lyonesse has negotiated a discount of 5%, a Member may make a Down Payment of £45 in respect of a Voucher order of £900. The Member may then purchase a voucher of the lesser denomination of £100 by making a payment of £95, thus leaving a residual Down Payment of £40 for a Voucher order of £800.

5.7. Subject to the right of withdrawal under the Distance Selling Regulations (see Clause 5.4), Vouchers dispatched from Lyonesse are non-returnable and payments that have been made cannot be refunded, except for the substitution of a different Loyalty Merchant's Voucher pursuant to Clause 6.1.

5.8. Vouchers cannot be exchanged for cash. Risk in Vouchers purchased from Lyonesse passes to the Member upon dispatch by or collection from Lyonesse. In the event that Vouchers purchased from Lyonesse are lost or stolen Lyonesse is under no liability to replace the Vouchers or to make a refund of their value.

5.9. Vouchers ordered from and sent by Lyonesse to the Member can only be redeemed in each case at the Loyalty Merchant named on the Voucher. The agreement concluded upon redemption of the Voucher is between the Loyalty Merchant (voucher issuer) and the Member (voucher owner). Lyonesse is under no liability for claims arising out of this contractual relationship nor, in particular, for any failure in performance by the Loyalty Merchant.

5.10. Lyonesse reserves the right to decline orders for Vouchers.

5.11. Subject to the terms of the relevant Loyalty Merchant, fully paid Vouchers sold by Lyonesse to the Member are freely transferable, i.e. the Member can, for example, pass the Voucher on to any other person of his choice. Lyonesse shall have no liability to such third party.

6. Service disruptions

6.1. The scope of Services provided by Lyonesse is restricted to the carrying out of the Lyonesse Loyalty Programme as described in Clauses 4. and 5. In this respect, Lyonesse warrants that the Vouchers purchased by the Member can be redeemed and used to fulfil the payment obligation arising from a purchase made at a Loyalty Merchant. In the event that this is not possible, the Member can exchange the Voucher at Lyonesse for the voucher of another Loyalty Merchant (Benefits may differ - see Clause 7.6.).

6.2. In the event of the Loyalty Merchant failing to perform, the Member has no claim against Lyonesse for a refund of the Voucher amount, for the issue of a further Voucher, for a cash payment or any other compensation. Any claims of the Member in the case of the Loyalty Merchant failing to perform arise solely against the Loyalty Merchant.

7. Benefits from the Loyalty Programme

7.1. Purchases entered in the Lyonesse Loyalty Programme enable the Member to enjoy Benefits. The Benefits are agreed between Lyonesse and the relevant Loyalty Merchant according to the Loyalty Merchant, the sector and the region. The Benefits comprise Cashback (Clause 7.2), the Friendship Bonus (Clause 7.3) and, contingently, the Additional Member Benefits (Clause 7.5).

7.2. Cashback: for purchases from Loyalty Merchants entered into the Lyonesse Loyalty Programme, the Member receives up to 2 % Cashback. The percentage specified by the relevant Loyalty Merchant at www.lyonesse.co.uk (login area) is valid for Cashback. Cashback payments take place in accordance with Clause 7.4.

7.3. Friendship Bonus: for purchases made by a Member who was directly recommended by another Member ("Recommender") the Recommender receives up to 0.5% of the purchase price as Friendship Bonus. The Member who recommended the Recommender ("Recommender's Recommender") also receives up to 0.5 % of the purchase price as Friendship Bonus. No further Friendship Bonus is earned beyond the Recommender and the Recommender's Recommender. The Site sets out the percentage Friendship Bonus payable for each Loyalty Merchant. Friendship Bonus payments are made in accordance with Clause 7.4.

7.4. In the case of purchases made a Member, using his Cashback card, at the Site or via Loyalty Merchant online shops, the Benefits that are settled by the Merchant with Lyonesse by 23:00 CET each Sunday are credited to the Member within such period as Lyonesse may indicate from time to time. Lyonesse undertakes to ensure that Loyalty Merchants settle within three months of the transaction taking place. In the case of Vouchers, the Cashback amount is credited to the Member following the receipt of the full payment of the Voucher price by Lyonesse from the Member. The entitlement of the Member to the bank transfer of credits from Cashback and the Friendship Bonus exists for sums equal to or greater than the minimum bank transfer amount, in accordance with Clause 16.3. The Member is informed about the transferred amount by SMS each Tuesday.

7.5. Members may receive Additional Member Benefits, subject to certain conditions and in accordance with the Additional GTCs. The conditions that are applicable for the Additional Member Benefits can be viewed at the Site (login area) in the personal online office.

7.6. Lyonesse endeavours, through the negotiation of favourable conditions with Loyalty Merchants, to achieve Benefits or indeed to increase these Benefits. Lyonesse may, subject to giving four weeks' notice, change the Benefits afforded in respect of individual Loyalty Merchants, to the extent that the conditions agreed with the relevant Loyalty Merchants are changed. The current applicable conditions are published at www.lyonesse.co.uk (login area). For the calculation of the Benefits to which the Member is entitled, the conditions to be used are those which, in accordance with Clause 15.2, were applicable at the time point at which the Member (a) paid for the voucher in full or (b) for purchases using the Cashback Card or in the Online Shop, made the payment to the Loyalty Merchant in full.

7.7. Lyonesse may refuse to pay a Benefit where to do so would breach applicable law.

7.8. Benefits may be amended from time to time by Lyonesse at its sole and exclusive discretion. As the conditions arranged with the Loyalty Merchants may change from time to time, the Member acknowledges and agrees that the calculation of the Benefits due to the Member shall be based on conditions that are valid at the time when the Member enters into the contract with the relevant Loyalty Merchant.

7.9. The Member's entitlement to Benefits from Lyonesse shall only accrue after the relevant Loyalty Merchant's underlying performance obligation vis-à-vis Lyonesse has been discharged.

8. Online Office & Services

8.1. Lyonesse offers every Member an online office on the Lyonesse Website free of charge at www.lyonesse.co.uk (login area), where, after entering user name and password he can, at any time, view the purchases that he has made, his recommended Members and information concerning Benefits from the Lyonesse Loyalty Programme.

8.2. The access data for the use of the online office (user name, password and PIN) are to be kept by the Member in a secure manner and to be treated as strictly confidential. Access data may not under any circumstances be made accessible to third parties. Personal settings can be changed at any time by the Member at www.lyonesse.co.uk (Login area).

8.3. The Member undertakes to notify Lyonesse without delay of every improper use of his online access. Following such notification and the immediate locking of his access, the Member will receive modified access data by SMS, E-Mail or by mail. Whilst entries of data or information on the site by the member are encrypted (encrypted post entering his ID Number, PIN and Password), the Member acknowledges, that communications made over the internet by email or SMS are not secure and the Member agrees to Lyonesse communicating with him or her by email and SMS, but has the right to request discontinuance of such method of communication by writing to Lyonesse or Lyonesse UK.

9. Data protection

9.1. To the extent that it is necessary for the execution of and operation of the Lyonesse Loyalty Programme, including the calculation of Benefits, Lyonesse, as the responsible entity under data protection legislation, collects, stores and processes the personal data of Members in accordance with the laws to which it is subject. Within the framework of the settlement of the Friendship Bonus and the Additional Member benefits, Lyonesse makes purchase volume data available to the recommending person. Provided that the Member gives his consent, Lyonesse also uses the data of the Members for personalised information about offers and products from Lyonesse and Lyonesse Loyalty Merchants. Lyonesse also exchanges anonymised, purchase data with the relevant Loyalty Merchant insofar as this is necessary for the implementation of the business relationship with that Loyalty Merchant. In the case of possible transfer or disclosure of personal data outside the EEA, Lyonesse undertakes to guarantee the adequacy of data protection in the target country to put in place with the Loyalty Merchant the EU standard form contract with that Loyalty Merchant in order to safeguard such personal data.

9.2. All requests for information about, changes to or deletion of data can be sent in writing directly to Lyonesse or to Lyonesse UK. Lyonesse reserves the right to decline to process such requests.

9.3. The Site contains further relevant provisions.

9.4. Lyonesse employs internationally recognised security technologies to protect the data of Members against unauthorised access.

10. Consent under data protection legislation

The Member consents (which consent may be revoked at any time) to Lyonesse collecting personal data concerning his purchasing behaviour (interests and preferences etc.) within the framework of the Lyonesse Loyalty Programme and using this information to design personalised information for the promotion of the Lyonesse Loyalty Programme and Loyalty Merchants' offers. The Member furthermore consents, also on a revocable basis, that the volume of his purchases within the framework of the Loyalty Programme (e.g. Friendship bonus) may be disclosed to third parties (e.g. his recommending person) and, if need be, abroad in accordance with the provisions of clause 9.1.

If this should not be desired, the Member may revoke his consent for the future by notifying Lyonesse or via E-Mail servicecenter@lyonesse.co.uk

11. Liability

11.1. The provisions in clause 8 of the UKMA shall apply in relation to the liability of Lyonesse.

12. Costs

12.1. Registration for and participation in the Lyonesse Loyalty Programme is free of charge to the Member.

12.2. Upon first registration the Lyonesse Cashback Card is free of charge to the Member. The Member may at any time order a new card if his card is damaged or lost (subject to the charge specified in Clause 16.6.).

13. Termination of the contractual relationship by the Member

13.1. The Member is entitled to terminate the contractual relationship with Lyonesse at any time by means of written notice to Lyonesse.

13.2. In the event of such termination, a Member is entitled only to Benefits arising from transactions prior to termination. The Additional GTCs deal with a Member's entitlement to Additional Member Benefits upon termination.

13.3. In the event of such termination, a Member is not entitled to any refund of Down Payments. However before terminating a Member may pay the outstanding amount for the ordered Vouchers. Following receipt of the full purchase price the ordered Vouchers will be dispatched to the Member.

14. Termination of the contractual relationship by Lyonesse

14.1. Lyonesse reserves the right to cancel the ID-number and thus the contractual relationship with a Member who has not made a purchase within the 30 day trial membership period following receipt of the ID-number. The cancellation shall be notified to the Member at the latest within 2 weeks following the expiry of the 30 day period.

14.2. Lyonesse has the right to terminate the contractual relationship: (a) by giving at least eight weeks' notice or (b) immediately where the Member is in breach of the Contractual Documents or any of their provisions and does not cure the breach within seven days of a request that he does so.

14.3. In exceptional circumstances (e.g. following the death of a Member) Lyonesse may entirely at its discretion cancel irrevocable orders of Vouchers and reimburse Down Payments, less (a) an administration fee and (b) the aggregate Benefits already paid to the Member.

15. General provisions

15.1. The UK Membership Agreement ("UKMA") signed by the Member and on behalf of Lyonesse takes precedence over the GTCs and the Additional GTCs. Subject to Clause 15.3, any variation to the contractual terms must be in writing and signed by the Member and on behalf of Lyonesse. Lyonesse is entitled to send the Member contractual notices and information that is required for the implementation of the agreement by SMS or by email.

15.2. Lyonesse continually publishes the currently applicable conditions at the Site (login area). The Member is advised to regularly check the status of the various conditions on the Lyonesse website.

15.3. Lyonesse reserves the right to make changes to the GTCs and the Additional GTCs. Such changes are deemed to have been accepted by the Member if the Member does not object to their validity within the 14 days following the date of publication of the changes on the Site.

15.4. In the GTCs and the Additional GTCs: (a) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns; (b) unless the context otherwise requires, a reference to one gender shall include a reference to the other genders; (c) a reference to writing or written includes faxes and e-mail and (d) any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

15.5. If any provision (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

16. Miscellaneous provisions

16.1. The laws of England and Wales shall apply to the contractual relationship between a Member and Lyonesse. Application of the UN sales convention is excluded.

16.2. Subject to the provisions of clause 16.1, the agreed place of performance for all contractual performances is the headquarters of Lyonesse Europe AG, in Buchs, Switzerland.

16.3. Registration for and participation in the Lyonesse Loyalty Programme is only possible upon attaining the age of majority (18). The Member warrants to Lyonesse that he is over 18 years of age and that he is registering on his own behalf and not on behalf of anyone else.

16.4. The entitlement to a weekly transfer comes into effect once the appropriate amount has accumulated.

16.5. The Member undertakes that all dues, fees, taxes etc. which arise through the receipt of Member benefits will be borne by himself. In particular all payments made by and benefits received from Lyonesse are inclusive of value added and sales taxes (if any).

16.6. The costs for the issuing of a replacement Cashback Card amount to £7.20.

17. Complaints

17.1. Should a Member have a complaint about the Services, the Member should contact Lyonesse UK as soon as possible and no later than seven days after the date of the incident that gives rise to the complaint.

The Member must provide Lyonesse in writing with sufficient background information for Lyonesse to evaluate and verify the complaint. Please note that any complaint in relation to a product or service purchased with a Voucher must be taken up with the Loyalty Merchant whose details appear on the Voucher, as Lyonesse is not responsible for the supply of such products or services.

17.2. Lyonesse will endeavour to respond to any complaint as quickly as possible. Lyonesse's ability to respond will be dependent on the nature and complexity of the complaint, the extent to which Lyonesse can contact the Member to get information on the complaint and the extent to which Lyonesse needs to obtain information from a third party relevant to the complaint to frame a response. Subject to the Contractual Documents, Lyonesse will use its best efforts to find a satisfactory solution to the complaint. However this shall not apply where the complaint is vexatious or where it is clearly unsubstantiated or malicious.

18. Member Undertakings

18.1. The Member undertakes every time the Member uses the Site and the Services:

18.1.1. to use the Site, and the Services only for purposes that are permitted by (a) the Contractual Documents and (b) any applicable law, regulation or generally accepted practices or guidelines in the UK;

18.1.2. to provide at the request of Lyonesse or any Subsidiary of Lyonesse, Know your Customer Information in such form and detail as required by Lyonesse from time to time;

18.1.3. not to seek to damage, modify, obstruct access to, or interfere with the Site or Services or the functionality of the Site or Services in any way or take any action that imposes an unreasonable or disproportionately large load on the Site or the systems on which the Site is hosted;

18.1.4. not to use or introduce any Virus, robot, spyware or program onto the Site or attempt to circumvent the operation of the Site, or to reproduce the Site or its contents or to solicit passwords or PINS of others or to circumvent the controls on the Site or the Services;

18.1.5. not to use the Site or the Services in any way for the purposes of providing a service to others;

18.1.6. not to link or attempt to link the Site with other sites or Services or use meta tags or other devices containing any reference to Lyonesse in order to direct a person to any other website or services. The Site may automatically reference or link to third party sites. Lyonesse has no control over these sites or the content within them and does not endorse the content of any of them. By using the Site to link to another site, the Member agrees that he does so at his own risk. Lyonesse excludes liability for any loss, claim, liability or expense a Member incurs resulting from such use.

19. Additional terms applicable to ordering Vouchers

19.1. The purchase procedure contains functionality allowing the Member to identify and correct input errors prior to the placing of the order.

19.2. When the Member submits an order through the Site, the Member is making an offer to purchase the selected Voucher, based on these terms and conditions, including the Voucher terms and conditions. Any email or other response from Lyonesse is an acknowledgment of the Member's order but not an acceptance of it. Acceptance of an order will be at the discretion of Lyonesse and will only be effective upon dispatch by Lyonesse of the Voucher.

19.3. Subject to the rights set out in Clause 5.4, once an order has been submitted the Member may not withdraw it or cancel it. The order will automatically lapse if no Voucher is issued by Lyonesse. An order will not be processed until payment in full is received by Lyonesse