

## GROUPTYRE REWARD POINTS PROMOTION 2012

### CONDITIONS

#### INFORMATION ABOUT US

We are Group Tyre (UK) Limited, a company registered in England and Wales under company registration number 03203659 and whose registered office is at Suite 1 Weaver House Ashville Point, Sutton Weaver, Runcorn, Cheshire, WA7 3FW (“**Grouptyre**”).

#### 1. Introduction:

- 1.1. These terms and conditions (“**Conditions**”) apply to the 2012 Reward Points promotion provided by us (“**Promotion**”).
- 1.2. The term Grouptyre or ‘us’ or ‘we’ refers to Grouptyre (UK) Limited, the promoter of the Promotion.
- 1.3. The term Grouptyre Member Company (or the plural thereof) refers to any company (or companies) listed at [www.grouptyre.co.uk/about/grouptyre-members](http://www.grouptyre.co.uk/about/grouptyre-members) from time to time.

#### 2. Promotion General Conditions:

- 2.1. The Promotion is operated by Grouptyre.
- 2.2. This Promotion runs from 00:01 on 1<sup>st</sup> January 2012 (“**Start Date**”) to 23:59 on 31<sup>st</sup> December 2012 (“**End Date**”) inclusive.
- 2.3. The Conditions shall not create or be construed as creating any form of agency, joint venture or partnership between Grouptyre and the Entrants. The Conditions shall not create or be construed as creating a contract for the sale of any property.
- 2.4. Grouptyre reserves the right to cancel the Promotion at any time.
- 2.5. All Entrants shall warrant and undertake that the information provided shall be complete, true, current, accurate and not misleading. The Parties acknowledge and agree that Grouptyre will have no liability for any incorrect information it has provided. In particular Grouptyre will be in no way liable for any failure or inability to contact any Entrant due to any errors, omissions or inaccuracies in the information provided.
- 2.6. Each Entrant should retain a copy of the Conditions for their records. A copy of the Conditions (as amended from time to time) will be available at [www.grouptyrerewards.co.uk](http://www.grouptyrerewards.co.uk) (“**Grouptyre Rewards Website**”) and [www.grouptyre.co.uk/group-tyre-rewards-registration/](http://www.grouptyre.co.uk/group-tyre-rewards-registration/) for the duration of the Promotion.

#### 3. Eligibility

- 3.1. This Promotion is open to customers of Grouptyre or Grouptyre Member Companies:
  - 3.1.1. who have registered with Grouptyre since the Start Date as stockist of Evergreen, Federal and Goodride brands of car, van and 4x4 tyres (“**Promotion Tyres**”), or any combination thereof purchased from Grouptyre or a Grouptyre Member Company; and
  - 3.1.2. who trade exclusively from the United Kingdom; and
  - 3.1.3. whose entry in to this Promotion is approved and permitted by Grouptyre (or the Grouptyre Member Company of whom it is a customer) in its absolute discretion (“**Eligible Customers**”).
- 3.2. This Promotion is not open to;
  - 3.2.1. anyone who is an employee of Grouptyre, their immediate families, agents or anyone professionally connected with the Promotion; or
  - 3.2.2. customers of Grouptyre or a Grouptyre Member Company who trade with Grouptyre under or as part of a national agreement or contract.
- 3.3. Only one entry per Eligible Customer is permitted. Grouptyre will not consider additional entries.

3.4. Entries received from any entrant who is not an Eligible Customer will be automatically void.

#### 4. Entry to the Promotion

- 4.1. Eligible Customers may enter the Promotion by completing and submitting the online promotion registration form at [www.grouptyre.co.uk/group-tyre-rewards-registration/](http://www.grouptyre.co.uk/group-tyre-rewards-registration/) (“**Registration Form**”) any time between the Start Date and End Date (“**Entrants**”). Entries received after the End Date will not be considered.
- 4.2. Upon receipt of the Registration Form by Grouptyre, the Entrant will be entered in to the Promotion (“**Entry Date**”). However, receipt of the Registration Form by Grouptyre does not constitute an acceptance of the validity of an entry.
- 4.3. Grouptyre reserves the right, in its absolute discretion, to refuse entry to the Promotion by any Eligible Customer or Entrant, for any reason whatsoever.
- 4.4. Grouptyre reserves the right to disqualify any Entrant or Winner from the Promotion at any time at its sole discretion if it believes the information it has provided is false, misleading, fraudulent, or there are reasonable grounds to believe the Entrant has acted or threatens to act in breach of any of these Conditions.
- 4.5. An Entry shall be declared void if it is made on behalf of an Eligible Customer without authorisation of that Eligible Customer, or if the Entry is made by a person under 18 years old, or if the Entrant engages in any form of fraud, fraudulent misrepresentation or concealment.
- 4.6. No responsibility is taken for entries that are lost, delayed, misdirected, incomplete or that cannot be delivered or entered for any technical or other reason.
- 4.7. By submitting a Registration Form, Eligible Customers and Entrants accept and acknowledge that they will be bound by the Conditions.
- 4.8. Entrants agree that in entering into this Promotion they will not compromise the interests of customers and will at all times give honest, transparent and impartial advice to customers even if this results in tyres other than the Promotion Tyres being recommended or supplied to customers.

#### 5. Reward Points

- 5.1. From the first day of the month of each Entrant’s respective Entry Date until the End Date, the purchase of each Evergreen, Federal and Goodride brands of car, van and 4x4 tyre (“**Promotion Tyre**”) from Grouptyre by the Entrant will earn the Entrant a number of points (“**Reward Points**”), as set out in the table below (which Grouptyre may amend from time to time in its absolute discretion):

	S/T/VAN	H/V	W/Y/Z/4x4
EVERGREEN	5	7	8
FEDERAL	4	6	7
GOODRIDE	3	5	6

- 5.2. Each Reward Point is worth ten pence (£0.10).
- 5.3. Entrants will not be entitled to Reward Points for any Promotion Tyres purchased prior to their Entry Dates.
- 5.4. The total number of Reward Points accrued by each Entrant will be calculated by Grouptyre at the end of the first quarter of 2012 (31<sup>st</sup> March 2012) and Grouptyre will inform Entrants of the sterling value of their balances by email thereafter.

- 5.5. Entrants will then subsequently be contacted by Grouptyre every month by email with an update of the balance of Reward Points at that date. Entrants can also view the balance of their Reward Points at any time via the Grouptyre Rewards Website.
- 5.6. Balances of Reward Points may be rolled over from one month to another until the End Date.
- 5.7. All Reward Points earned by Entrants in connection with this Promotion will expire on 28<sup>th</sup> February 2013 (“**Expiry Date**”) unless otherwise extended by Grouptyre in writing. Reward Points cannot be redeemed after the Expiry Date.

## **6. Redemption of Reward Points**

- 6.1. Entrants cannot redeem their Reward Points until they have been notified by Grouptyre that they are permitted to do so, which will be no earlier than 31<sup>st</sup> March 2012 (“**Redemption Date**”).
- 6.2. From the Redemption Date until the Expiry Date, Entrants will be able to redeem their Reward Points against branded merchandise, bespoke trips abroad or a Love2Choose card, as follows:
  - 6.2.1. Branded Merchandise – Entrants may redeem their Reward Points against a range of branded merchandise which will be available to view and select on the Grouptyre Rewards Website from the Redemption Date. Orders of merchandise will be confirmed by Grouptyre by email. Unless stated otherwise, merchandise will be delivered to the Entrants within 30 days of placing the order, subject to availability. Any images of merchandise on the Grouptyre Rewards Website are for illustrative purposes only.
  - 6.2.2. Bespoke Trips Abroad – This is strictly subject to availability. Entrants may redeem their Reward Points against a bespoke weekend away which will be arranged on an individual case-by-case basis. Entrants should contact their local Grouptyre Business Development Manager for details of the trips offered and the number of Reward Points required.
  - 6.2.3. Love2Choosecard – Entrants can redeem their Reward Points for a sterling value credit on a Love2Choose card via the Grouptyre Rewards Website. The Love2Choose reward card has a minimum load value of £5.00 per card and the Entrant must have at least the equivalent number of Reward Points in order to redeem these against the Love2Choose card. Grouptyre will arrange for the supply Love2Reward cards to the Entrant. Entrants may top up their Love2Choose cards with additional credit using their Reward Points via the Grouptyre Rewards Website. Grouptyre will place orders for Love2Choose cards (and for additional credit top ups) once per month and therefore Entrants must submit their request for a Love2Choose card (or a credit top up) at least two days prior to the end of the month in order to receive the Love2Choose card (or additional credit) the following month.
- 6.3. There is no cash alternative to the Reward Points and no compensation will be payable to Entrants who do not, or are unable to, redeem the Reward Points.
- 6.4. The Reward Points cannot be transferred to any other person or party.

## **7. Entrant Information**

- 7.1. Grouptyre may use the information provided by Entrants on the Registration Forms to contact Entrants by post, fax, telephone or email in relation to the Promotion and in connection with the creation of an account on the Grouptyre Rewards Website or <http://www.grouptyre.co.uk/group-tyre-rewards-registration/>.
- 7.2. Grouptyre may also pass the information provided by Entrants on the Registration Forms to Grouptyre’s Member Companies in order to inform them which of their customers have entered the Promotion, in order to confirm the accuracy of the information provided on the Registration Forms, or in order to approve entries to the Promotion.

7.3. Grouptyre will obtain the consent of Entrants for any use of their personal data which does not relate directly to the operation and administration of the Promotion.

## **8. General**

- 8.1. Grouptyre may in its absolute discretion vary or amend or delay in performing its obligations under the Promotion and the Entrant agrees that no such liability shall attach to Grouptyre as a result.
- 8.2. Grouptyre reserves the right (subject to any applicable law) to cancel, terminate, modify, suspend, extend or withdraw this Promotion at any time.
- 8.3. Grouptyre and any related bodies corporate, their officers, employees and agents will not be liable for any loss, damage or personal injury or disappointment whatsoever which may be suffered or sustained by any Entrant (including but not limited to direct, indirect and consequential loss) as a result of or in connection with the Promotion (or the cancellation, modification, or withdrawal of the same), except for any liability which cannot be validly excluded by law (in which case that liability is limited to the minimum allowable by law). Nothing shall exclude Grouptyre's liability for death or personal injury resulting from Grouptyre's negligence or for fraud.
- 8.4. Grouptyre shall not be liable for any failure to comply with its obligations where the failure is caused by something outside its reasonable control. Such circumstances shall include, but not be limited to, weather conditions, fire, flood, hurricane, strike, industrial dispute, war, hostilities, political unrest, riots, civil commotion, inevitable accidents, supervening legislation or any other circumstances amounting to force majeure.
- 8.5. All Entrants shall warrant and undertake that the information provided in relation to this Promotion shall be complete, true, current, accurate and not misleading. The Parties acknowledge and agree that Grouptyre will have no liability for any incorrect information provided.
- 8.6. Entrants agree to abide by the Terms of Website Use and Privacy Policy (as amended from time to time) when using the Grouptyre Rewards Website or [www.grouptyre.co.uk/group-tyre-rewards-registration/](http://www.grouptyre.co.uk/group-tyre-rewards-registration/) in connection with the Promotion. Particular attention is drawn to the use of cookies by the Grouptyre Rewards Website.
- 8.7. Grouptyre will not be responsible for any 'Benefit in Kind' tax liability imposed by HM Revenue and Customs and this will pass to the Entrant on receipt of the Reward Points and corresponding gift.
- 8.8. Entrants shall at all times during and in connection with the Promotion comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010.
- 8.9. Grouptyre reserves the right to vary and amend the Conditions from time to time. In the event of any such amendment, Grouptyre will use all reasonable endeavours to notify all Entrants by email, telephone or post.
- 8.10. If any provision of these Conditions (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Conditions, and the validity and enforceability of the other provisions of these Conditions shall not be affected. If a provision of these Conditions (or part of any provision) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
- 8.11. The Promotion and these Conditions shall be governed by and construed in accordance with English Law and subject to the exclusive jurisdiction of the courts of England and Wales.