

# Terms and Conditions

## *extra* - The Reward Scheme

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### 1. Parties to the Reward Scheme

#### 1.1 Promoter

The promoter is 'Robert Bosch Ltd ("Bosch"). Bosch offers "Rewards" as part of the Reward Scheme: "*extra*".

Bosch may introduce cooperation partners from time to time; we will advise you by email whenever a cooperation partner joins or leaves *extra*. A reference to Bosch will be deemed to include reference also to the cooperation partners.

#### 1.2 Providers

Samhammer AG, Zur Kesselschmiede 3, D-92637 Weiden, Germany ("Samhammer"), has been engaged by Bosch as the scheme, hotline (the "*extra* service centre") and reward shop operator for *extra*. Samhammer may subcontract its services from time to time.

#### 1.3 Participants

*extra* is open to all independent automotive workshops in the United Kingdom & Ireland ("Participants"); excluding those which an employee of Bosch, or any other company within the Bosch group of companies, is interested in, in any way (by way of ownership or control).

To participate, the business owner must register the Participant on the *extra* website at: [www.extra-rewards.co.uk](http://www.extra-rewards.co.uk) or [www.extra-rewards.ie](http://www.extra-rewards.ie) ("Site"). Registration to *extra* is free of charge.

Within the context of *extra*, at all times, only the business owner (and, if applicable, all shareholders jointly) can act on behalf of the Participant. If the person acting is not the owner (shareholder) of the Participant, it is assumed that the owner has consented; however, if so requested by Bosch, this must be produced as evidence. In any event, the owner and the person acting must be over 18 years of age.

Any changes to the details of the Participant must be updated via the Site by the owner without delay. Bosch is not responsible for non-delivery of Rewards as a result of inaccurate Participant details on the Site. By registering a Participant account, the Participant accepts these Terms and Conditions.

### 2. Setting up the Participant's Account

The business owner must set up the Participant's online account on the Site.

Once the Participant's details have been entered, a confirmation link will be sent to the Participant's email address. Only after the link has been activated and a password has been set is the Participant granted access to the portal and can start to collect points. It is not possible for points to be recorded retrospectively for accounts which have not been activated.

All points awarded are personal to the Participant. The Participant is not entitled to transfer or assign their account.

A business owner may register multiple participants (see definition of participants above) Only one account per Participant may be registered. Any additional accounts registered by the same Participant will not be accepted. Any points or rewards gained on any additional accounts shall be void A Participant operating from more than one premises can register all premises and collect all points on one account.

Details of the Participant will only be used for the purpose of administering *extra*, unless consented otherwise and will be deleted upon its departure from *extra*.

### 3. Password Security

The Participant's account is password protected. The Participant must ensure that no other person obtains knowledge of its password. If the Participant suspects that another person has obtained knowledge of its password or if any other abusive use is suspected, the Participant is obliged without delay to change its password and to inform, the *extra* service centre, using the online contact form on the Site.

### 4. Points Management

#### 4.1. Points Credits

To collect points, Participants must cut out the Bosch bar codes on the Bosch packaging of the eligible product(s) (see list of eligible products on the Site) and post them, together with the fully completed bar code validation form ("Form") to the *extra* service centre:

Anglia Forwarding Ltd  
attn: extra Barcode dept.  
The Anglia Centre, Blackwater Close  
Fairview Industrial Park, Rainham  
Essex, RM13 8UA

The address and Form may be **amended from time to time**. The Form must be downloaded from the FAQ-section of the Site and accurately state the Participants contact details and the number of bar codes being returned. It is recommended that the Participant retains a copy of the submitted Form. Bar codes received without an accurately completed Form will not be credited to the Participant's account and the Participant will be duly notified.

The Participant is responsible for observing its obligations, if any, to its supplier of Bosch products under the respective warranty/ returns policy. In order not to vitiate any rights it may have, the Participant must satisfy itself of the products conformity to the corresponding specification prior to cutting out and posting the bar code to Bosch. Bosch is not responsible for a distributors' refusal of warranty or return as a result of the Participant cutting out the bar code or otherwise defacing the packaging.

Proof of posting cannot be accepted as proof of delivery. Bosch Group cannot accept responsibility for any error, omission, interruption, loss, delay, defect, theft, destruction, alteration of, or unauthorised access to bar codes and/ or the Form. In the event of non-delivery, no points will be credited. Bosch and the *extra* service centre will not be held responsible for any postal failure. From time to time, Bosch may offer freepost envelopes.

An overview of the points value attributed to each eligible product included in *extra* can be accessed on the Site. The points value may change from time to time. The prevailing value will be that at the date of the postage stamp.

Participants can gain additional points during special promotional campaigns. Each special promotional campaign in *extra* will be subject to individual terms and conditions which will be binding and notified to the Participant by email via the *extra* newsletter or on the Participant's online account.

#### 4.2. Points Status

The points corresponding to the received bar codes shall be credited to the Participant's online account.

Each month, a report will be sent to the Participant's email stating its current points status. Objections (demonstrable to Bosch's reasonable satisfaction) regarding the accuracy or completeness of the

report showing the points status must be raised by the Participant no later than at the end of the month following the crediting of the points either using the online contact form, or by email to: [info@extra-rewards.co.uk](mailto:info@extra-rewards.co.uk) or [info@extra-rewards.ie](mailto:info@extra-rewards.ie) on the telephone number: 0800 028 3216 (UK) or 1800 818 740 (Ireland). The Participant can view its current point's status via its online account. The Participant's right to raise an objection shall be waived if not raised in the form and manner referred to above.

#### **4.3. Expiration of Points**

Participants must redeem their points within 2 years of credit; otherwise, the points shall expire, taking effect at the end of the immediately following quarter. Thus points credited to the Participant on 01.04.15 are valid until 30.06.17.

### **5. Rewards**

Participants can redeem the credited points for Rewards offered on the Site at any one time ("Rewards"). The Rewards are non-transferable and there is no cash alternative. No interest accrues on the value on the Participant's account.

The Rewards will be awarded to the Participant only. The business owner will then elect how the Reward is distributed within the business.

The Participant can redeem a Reward once it acquires the corresponding number of points. The Participant can only redeem a Reward of equal or lesser value as the points it has acquired; Rewards are only available until stocks are exhausted. If out of stock, gifts will be replaced by other gifts of similar characteristics or of equal or higher value in which case the Participant will be notified hereof through the *extra* service centre either by email or by phone.

Bosch and Samhammer are entitled to correct obviously incorrect labelling of the Rewards. All values relating to the Reward including the performance, weights, measurements and size are only approximate and merely serve as a description and do not constitute warranted characteristics or quality information. In the event of delivery of an incorrect Reward, the Participant may return the Reward to the Provider, at the Provider's cost.

Once an order has been placed, the Participant shall receive an automated email in confirmation. Samhammer shall investigate without delay whether the Participant is eligible for the Reward and whether the Reward is available. If the Reward is not available, Samhammer or the *extra* service centre shall contact the Participant.

Points that have already been exchanged for Rewards cannot be exchanged back for points or exchanged for Rewards other than those selected.

Bosch and all of its related companies accept no responsibility for any tax which arises as a result of the Participants participation in *extra*. The Participant is responsible for ensuring that all tax due is paid.

### **6. Defects**

The manufacturer's Terms and Conditions will apply. If the Reward fails to conform with the relevant specification and the applicable manufacturer's Terms and Conditions, the Participant must provide the *extra* service centre with written notification within 2 weeks of delivery.

If requested, the Participant must return the Reward. Following inspection of the Reward, if the manufacturer accepts the warranty it shall, at its option, repair or replace the defective Reward.

### **7. Termination and Disqualification**

Participation in *extra* may be terminated by either Bosch or the Participant at any time. In the event of termination by the Participant, the Participant must give the *extra* service centre notice of termination in writing. The right to redeem the points already collected on the date of termination shall remain unaffected hereby, unless the termination was due to fraudulent participation.

At all times throughout a Participant's participation in *extra* it must deal with Bosch in the utmost good faith in every respect. Falsifying bar codes or information requested by Bosch, or returning Bosch product back to the Participant's supplier after cutting out the bar code and falsely making warranty claims will result in a Participant's disqualification from *extra* and all other promotions by Bosch. In the event of a Participant's disqualification or termination, points collected will be forfeited.

## **8. Limitation of Liability**

Nothing in these Terms and Conditions shall limit or exclude Bosch's liability for:

death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable); or

fraud or fraudulent misrepresentation; or

breach of the terms implied by section 12 of the Sale of Goods Act 1979; or

defective products under the Consumer Protection Act 1987; or

any matter in respect of which it would be unlawful for Bosch to exclude or restrict liability.

Subject to the above, Bosch shall not be liable to the Participant for any:

loss of profit (whether direct or indirect) whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Terms and Conditions; or

indirect or consequential loss whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Terms and Conditions; or

ex gratia or other compensatory payments made to a third party by the Participant or on the Participant's behalf, arising under or in connection with the Terms and Conditions.

Subject to the above, Bosch's total liability to the Participant in respect of all other losses (including indemnified losses) arising under or in connection with the Terms and Conditions, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed £5,000.

Data communication via the internet is not defect free and/or available at all times. Bosch is not therefore liable either for the constant and uninterrupted availability of the Website or for technical or electronic errors which are beyond the control of Bosch and of persons employed by it in performance of its obligations, including, in particular, the delayed processing or acceptance of offers due to data communication problems.

## **9. Changes to Conditions for Participation and Ordering**

Bosch reserves the right to discontinue *extra* with advance written notice of 3 months, or immediately, in the event of cause.

Bosch reserves the right to amend and/or supplement these Terms and Conditions and the points values. Any amendments shall be notified in advance, and made available via the Site.

## **10. Advice on Data Protection**

Certain data will be collected, stored and used to administer *extra*. We will only use this information for the purpose of fulfilling *extra*, unless consented otherwise. Further information in this respect can be obtained on the Site.

The data protection regulations in force and effect at any one time shall apply. No renewed approval by the Participant of these Terms and Conditions or of the Data Protection Directives is required.

## **11. Place of jurisdiction**

These Terms and Conditions, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction.