Covers Loyalty Scheme 2025 Terms & Conditions

Updated January 2025

These terms and conditions tell you information about us and the legal terms and conditions (**Terms**) on which we make available The Covers Loyalty Scheme (**Loyalty Scheme**) to you.

Please read these Terms carefully and make sure that you understand them, before registering to participate in our Loyalty Scheme. Please note that before registering for the Loyalty Scheme you will be asked to agree to these Terms. If you refuse to accept these Terms, you will not be able to participate in the Loyalty Scheme. You should print a copy of these Terms or save them to your computer for future reference.

We reserve the right to amend these Terms and Conditions, the Website Terms of Use, the Privacy Policy, and/or the Cookie Policy at any time.

1. INFORMATION ABOUT US

1.1 The Loyalty Scheme is made available by Covers Timber & Builders Merchants (**we, us, our**) (Company Number 396804), Registered Address: Sussex House, Quarry Lane, Chichester, West Sussex, PO19 8PE, United Kingdom. Our VAT number is 322008317. The Loyalty Scheme is operated through the website www.coversloyaltyscheme.co.uk (Website).

2. THE LOYALTY SCHEME

2.1 The Loyalty Scheme is a free scheme which is made available to you on the basis that you are one of our trade account customers and we wish to reward you for your custom. The Loyalty Scheme is made available entirely at our discretion and may be withdrawn at any time.

2.2 By participating in the Loyalty Scheme, you confirm you have read, understood and accept the Terms.

2.3 All participants of the Loyalty Scheme must be aged 18 or over.

2.4 By participating in the Loyalty Scheme, you confirm you will accept receipt of informative communication and materials from us, which includes marketing material directly regarding the Loyalty Scheme. For these purposes, reference to you also includes any individuals who you nominate within your business to receive such communications from us. You expressly agree to the receipt of such material via SMS messages and/or email. You may request to opt out of the Loyalty Scheme and all corresponding communications at any time. However any rewards earned in the period will be lost.

2.5 When registering for the Loyalty Scheme you will be required to provide email address details. You can also provide details of an individual who we shall correspond with in relation to your account. The Loyalty Scheme shall only apply to products purchased from us in your account name.

2.6 The 2025 Loyalty Scheme operates from the 2nd January 2025 to 30th November 2025 which is called the **Loyalty Scheme Period**, for the purposes of these Terms. You will be supplied with a target spend for the Loyalty Scheme Period which you must achieve in order to qualify for rewards under the Loyalty Scheme. Your qualifying Loyalty Scheme spend shall be inclusive from the first day of the month in which you complete your registration. Backdating of spend towards the Loyalty Scheme targets is not permitted. For more detail about the rewards, please see clause 9.

3. YOUR PARTICIPATION IN THE LOYALTY SCHEME

3.1 You confirm that you have authority to bind the business on whose behalf you use the Website and the Loyalty Scheme.

3.2 In order to participate in the Loyalty Scheme you must signal your intent and register for the Loyalty Scheme. This can be done via a Covers sales representative or directly by email to loyaltyscheme@coversmerchants.co.uk

3.3 Under no circumstances can any of your staff register an account on their own behalf, they can only register an account on your behalf with your consent.

4. CANCELLING YOUR PARTICIPATION IN THE LOYALTY SCHEME

4.1 You can choose to withdraw your participation in the Loyalty Scheme at any time by email at <u>loyaltyscheme@coversmerchants.co.uk</u>. Any accumulated reward points shall be forfeited, and you will not be entitled to any financial or other compensation.

4.2 We may cancel, suspend or withdraw your right to participate in the Loyalty Scheme at any time by notice in writing. For the avoidance of doubt, this includes sending an email to the email address registered to your account. Your right to use any accumulated reward points will be forfeited and you will not be entitled to any compensation or damages from us or our Third Parties.

5. TAXES

5.1 We accept no responsibility for any tax liability arising from your participation in the Loyalty Scheme.

5.2 Those persons who receive the benefit of rewards from the Loyalty Scheme may incur a tax liability dependent on their employment status. The reporting of the reward to HMRC and any tax liability and/or National Insurance contributions arising from it is your responsibility or that of the person receiving the benefit of the rewards. We accept no responsibility for any such tax liability or any failure by you or the individual to notify the relevant authorities.

6. OUR RIGHT TO VARY THE TERMS AND THE LOYALTY SCHEME

6.1 We reserve the right to alter or amend the Loyalty Scheme and/or the Terms at any time during or at the end of the Loyalty Scheme. If we amend the details of the Loyalty Scheme and/or the Terms we will contact you to notify you of these changes. You may withdraw from the Loyalty Scheme at this point if you do not wish to continue to participate in the Loyalty Scheme as a result of the changes. In the event you decide to withdraw from the loyalty scheme term 4.1 applies.

7. REWARDS

7.1 You will be issued with a target spend (**Target**) which you must spend with us in the Loyalty Scheme Period in order to qualify for rewards under the Loyalty Scheme. Only products invoiced by us (and paid by you) will be included towards the Target. For the purpose of these Terms, such spending is classed as the qualifying spend (**Qualifying Spend**). The Qualifying Spend excludes VAT.

7.2 Details of your Loyalty Account Spend will be updated once a month.

7.3 We reserve the right to exclude certain products from the Loyalty Scheme entirely at our discretion. This may also include temporarily excluding products which are the subject of a promotional offer.

7.4 Your credit account with Covers must be fully paid and up-to-date in line with the payment terms we have agreed with you, throughout the duration of the Loyalty Scheme. Rewards will only be issued against purchases that have been paid for in full and if there are overdue balances on your credit account with us, we reserve the right to withhold the rewards until you have paid the overdue balance in full and cleared funds.

7.5 Qualifying Spend will only be considered from the relevant account(s).

7.6 In order to qualify for rewards under the Loyalty Scheme your Qualifying Spend must meet or exceed the Target for the Loyalty Scheme Period. You cannot combine your spending for periods before or after the Loyalty Scheme Period towards the Qualifying Spend under any circumstances.

7.7 All credits raised against invoices processed during the Loyalty Scheme Period will be deducted from Qualifying Spend.

7.8 Should a refund or credit result in you no longer being eligible to receive a reward that has already been redeemed and spent, the amount rewarded will be offset against the credit/refund amount.

7.9 We reserve the right to correct any mistakes that are made in respect of the Qualifying Spend issued to you but we recommend that you keep records of your transactions so that you can verify the information held on your account by us is accurate. Any queries in connection with the Qualifying Spend accrued should be directed to us as soon as possible after they arise.

8. ISSUING A REWARD

8.1 Reward calculations arising under the Loyalty Scheme will be verified against our records. The details on our records are the only records which will be considered in calculating your rewards under the Loyalty Scheme.

8.2 No monetary equivalents are offered under the Loyalty Scheme.

8.3 The rewards for this Loyalty Scheme Period will be automatically issued following the final monthly spend update. This is expected to take place during December 2025. All qualifying reward scheme purchases must be paid for in full before your reward will be issued.

8.4. We will either send your Love2shop reward card to your registered address or will personally deliver it to you via your Covers representative. The card will detail its expiry date. Any monies left on your card after the expiry date will automatically be removed after the card has expired and this will become invalid.

8.6 It is the responsibility of the Covers Account Customer to ensure that the email address and postal address provided at registration belongs to them, or belongs to someone whom they nominate to receive their reward. In postal delivery instances reward cards can only be sent to the address registered to the scheme.

8.7 You should be aware that the full redemption process can take up to 28 working days.

9. REWARD PARTNER

9.1 All rewards offered through the Loyalty Scheme are supplied by third parties (including, without limitation, Love2shop). We will need to send certain information to these third parties for the purposes of supplying your Reward. This information will include your name and email address. For more information about the third parties who are used to supply rewards (including who they are and what information they will receive), please contact us. By accepting the reward, you are agreeing to be bound by the terms and conditions of the third party supplier of the reward. It is your responsibility to carefully check and read the terms and conditions of the supplier of your reward.

9.2 Please <u>click here</u> to visit the Love2shop website to view the third party Love2shop Terms and Conditions.

9.3 Love2shop are an independent company and have no connection to Covers Timber and Builders Merchants.

10. PROTECTING YOUR DATA AND HOW YOUR DATA IS USED.

10.1 This section 12 provides the information of which we are obliged to make you aware, under the Data Protection Act 2018 (as updated from time to time) which implements the General Data Protection Regulation ((*EU*) 2016/679) ("**DPA**"). We confirm that at all times, we will process any personal data (being data relating to a living individual) provided by you to us, in accordance with the DPA.

10.2 As explained above, we are the data controller of all personal data we hold about you, which we use in relation to the Loyalty Scheme. The terms "data controller" and "data processor" are both defined terms and have specific meanings under the DPA. In order to participate in the Loyalty Scheme, you need to consent to us (including personal data) in order to operate the Loyalty Scheme. By agreeing to these Terms, you will be deemed to have consented to such processing. You can object to such processing at any time by contacting us. However, if you do not allow us to process your data, you will not be able to participate in the Loyalty Scheme. If you need us to clarify in any more detail how your data is processed, you can contact us at any time.

10.3 In order to provide the Loyalty Scheme to you, we will collect and process the following data from you:

10.3.1 information about you that you give us in the form of email, address, phone number. This will include the personal details of any individual you nominate to administer your account, receive marketing communications, information and promotions, and any individual you nominate to receive information about the incentives made available to you as part of the Loyalty Scheme. Such individual's data shall be referred to as "**Nominee Data**" in these Terms. In these Terms reference to "your data" includes any Nominee Data.

10.3.2. It is important that any individual, whose Nominee Data is supplied to us for the purpose of operating the Loyalty Scheme, consents to us processing their Nominee Data for the purposes described in section 10.3.1 above. Accordingly, you must bring these Terms to the attention of any such nominee. By agreeing to these Terms, you are confirming that you have brought to the attention of, and the nominee has agreed to, the processing of their Nominee Data for the purposes of operating the Loyalty Scheme.

11 How will we use your data: We will use your data for the following purposes only:

- 11.1 To enable you to participate in the Loyalty Scheme;
- 11.2 To manage your membership of the Loyalty Scheme. This will include:
 - i. contacting you to send you updates about your account.
 - ii. We may contact you to tell you about incentives which could be available to you.
- 11.3 In relation to any personal data that we process we will:

11.4 not retain any personal information you provide to us for longer than is necessary to provide the Loyalty Scheme;

11.5 ensure we, taking into account the costs of implementation and the nature, and purpose of the data processing, implement appropriate technical and organisational measure to protect your personal data.

12. LIABILITY

12.1 We will under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract for (1) any loss of profits, sales, business, or revenue (2) loss or corruption of data, information or software; or (3) any indirect or consequential loss.

12.2 Except as expressly stated in these Terms, we do not give any representation, warranties or undertakings in relation to the Loyalty Scheme. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, we will not be responsible for ensuring that the Loyalty Scheme is suitable for your purposes.

13. ADDITIONAL TERMS

13.1 Any purchases and returns of products will be subject to our usual terms of trading, a copy of which are available on request. These Terms do not amend the terms of trading between you and us, which will continue to apply.

13.2 If you are issued with a reward card as part of the Loyalty Scheme, We, and Love2shop accept no liability for lost or stolen cards.

13.3 We reserve the right to substitute any reward with an incentive/reward equivalent value in the event of circumstances outside of our control.

13.4 We will not be liable for any failure to perform, or delay in performance of our obligations under a contract that are caused by an event outside of our control. An event outside of our control means any act or event beyond our reasonable control including (without limitation) strikes, industrial action by third parties, civil commotion, terrorist attack, riot, invasion, fire, storm, flood, earthquake, epidemic or other natural disaster. We reserve the right to vary the Terms or cancel or suspend the Loyalty Scheme at any time due to an event outside of our control.

13.5 This Contract is between you and us. Except for you and us no other person or entity shall have any rights to enforce any of its terms.

13.6 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

13.6 The Contract 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. All of us irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with a Contract or its subject matter or formation (including non-contractual disputes or claims).