

Sussex Country Gardener REWARD CARD Terms and Conditions

1. Introduction
 - a. The loyalty card scheme hereafter known as 'the Scheme' rewards members with points redeemable as vouchers when they make qualifying purchases at Sussex Country Gardener.
 - b. These terms and conditions hereafter known as 'the Conditions' set out the terms on which you can join the scheme, earn points and convert these points into reward vouchers to spend at Sussex Country Gardener. These are also the terms relating to data protection.
 - c. If you join the Scheme or use a reward card, you automatically accept these Conditions.

2. Joining the Scheme and using your Card
 - a. Your name, full postal address, email address, date of birth and signature must be provided for a Card to be registered. Applicants must be aged 16 or over and must have a resident UK, Channel Island or Isle of Man address. The Scheme reserves the right to refuse an application at its sole discretion.
 - b. Your Card is issued by, and remains the property of, the Scheme. It must be returned to the Scheme on request or destroyed when no longer valid for use.
 - c. If you do not register your Card you will not become a member or be able to redeem your points nor will you be eligible for other Scheme offers and promotions from time to time.
 - d. If the Scheme reasonably believes that you have breached these Conditions and/or abused the Scheme, Cards may be terminated without prior notice. The Scheme reserves the right to take any action deemed necessary where a Card is found to have been used in a way that abuses the Scheme.
 - e. The Scheme also reserves the right to: (a) stop issuing Cards at any time; (b) on notice to you, alter or amend these Conditions of operation of the Card and/or Scheme; and (c) on notice to you, amend, withdraw or cancel the Cards and/or the points (including the value, redemption and issue of such) and/or terminate the Scheme. In particular, we may close your account if sufficient points have not been earned to qualify for the issuance of vouchers for 12 months or if the Card has not been used for a period of 12 months or more.
 - f. You may terminate your Card at any time in which case all points on the Card and vouchers issued shall be lost.
 - g. You are responsible for the security of your Card and all vouchers issued on that Card. If you believe an unauthorised person has compromised the security of the Card by, for example, its theft or the theft of personal information relating to it you should notify Sussex Country Gardener immediately. Lost, damaged or stolen Cards can be replaced by visiting Sussex Country Gardener. A Card and vouchers issued should be treated like cash. The Scheme is not responsible for any unauthorised use of the Card or any lost or stolen vouchers.
 - h. Any Card issued is personal to the person whose personal details were submitted with their registration. A Card and any points on it are non-transferable and can only be used by the registered cardholder.
 - i. Only one membership per household. We reserve the right to refuse, merge or close additional accounts at any time.
 - j. Please keep us informed of any changes of address or email address. To update your details, please email Vanessa.Burr@sussexcountrygardener.co.uk or call 01892 852828.
 - k. The Scheme is not open to employees of Sussex Country Gardener.

3. Points and reward vouchers

- a. To collect points at Sussex Country Gardener, you must present your Card at the till at the time of purchase or within 30 days of the date of purchase. In the case of the latter, proof of purchase, using a validated till receipt, will be required for the points to be credited to the Card. You cannot claim points on purchases made before you joined the Scheme.
- b. Points will be awarded on all merchandise sold in Sussex Country Gardener, with the exception of gift tokens, bottled gas and other products from time to time as notified. Gardens Reward Card Vouchers cannot be redeemed against Sussex Country Gardener's Cafe and against any promotional vouchers running at any one time.
- c. Product discounts related to, and offered as part of the Scheme are not valid for redemption against the excepted merchandise noted in section 3b.
- d. You will receive points on qualifying transactions in centre and online. Points are awarded at a rate of 1 point for every £1.00 spent. These rates can be altered at the Scheme's discretion on reasonable notice. The Scheme reserves the right to give such notice via post, email or our website. The Scheme may also display notices detailing any variation to the points earning ratio instore. The number of points issued may vary between qualifying purchases.
- e. The Scheme reserves the right to offer bonus points on certain products as selected by Sussex Country Gardener from time to time in its sole discretion.
- f. The Scheme reserves the right to terminate any points offers, including but not limited to such points offers referred to in sections 3e above, at its sole discretion. The Scheme will give Cardholders as much notice as it reasonably can of any decision to terminate or vary any points offers. The Scheme reserves the right to give such notice via post, email or our website. The Scheme may also display notices detailing any termination or variation to any points offers instore.
- g. Each point has a redemption value of 1p against qualifying merchandise, and will count towards your mailing voucher. The Scheme reserves the right to vary the rates at any time on reasonable notice. The Scheme reserves the right to give such notice via post, email or our website. The Scheme may also display notices detailing any variation to the points redemption value instore. All points awarded and all mailing vouchers issued have no monetary value.
- h. Several times a year the Scheme will arrange, either via its own systems or via its outsourced service providers, for you to be sent, either via email or post, the chosen means to be at the Scheme's sole discretion, your printed vouchers corresponding to the number of points in your account at the time of the mailing extract. The mailing will only contain vouchers if you have a qualifying points balance of £1.00. The Scheme shall not be responsible for vouchers lost in the post or bounced via email.
- i. The Scheme is entitled to vary the qualifying points balance and the number of mailings a year, from time to time at its sole discretion. The Scheme will give Cardholders as much notice as it reasonably can of any variation to the qualifying points balance and/or the number of mailings a year. The Scheme reserves the right to give such notice via post, email or our website. The Scheme may also display notices detailing any variation to the qualifying points balance and/or the number of mailings a year, instore.
- j. When points are redeemed for vouchers carrying a specific cash discount or benefit, the voucher will have an expiry date specified on it and will be subject to any other terms and conditions stated on the voucher or otherwise publicised. Any unallocated points remaining will be carried forward. Points expire after 2 years from issue and are lost if the relevant Card account is closed or the Scheme ends, noted in section 2e.
- k. If the Scheme reasonably suspects abuse, fraud or misconduct in respect of use of the Card, it may refuse to issue and/or cancel points or vouchers. You may not rely on any

human or software error which results in the award of points or vouchers to which you are not entitled under these Conditions.

- I. Vouchers are personal to you, non-transferable and cannot be exchanged for cash. They can only be used when presented with the registered Card. Vouchers that the Scheme deems to be damaged, defaced or photocopied will not be accepted.

4. General Terms

- a. The Scheme may vary these Conditions and will give Cardholders as much notice as it reasonably can. The Scheme reserves the right to give such notice via post, email or our website. The Scheme may also display notices detailing any variations to these Conditions instore. Earning further points or using vouchers following such variation shall constitute acceptance of the changes the Scheme makes.
- b. Cardholders should check our website and specifically these Conditions frequently in order to ensure they are aware of any changes that the Scheme has made to these Conditions.
- c. If the Scheme decides to transfer the scheme to another legal entity, it may transfer all of its rights and obligations under these Conditions without your consent and may disclose information about you to any potential or new owner.
- d. The Scheme will not be liable to Cardholders for losses suffered by Cardholders. This limit on liability does not exclude or limit the Scheme's liability for death or personal injury caused to a Cardholder as a result of the Scheme's negligence. These Conditions prevail if they conflict with any other material issued by the Scheme to Cardholders in connection with the operation of the Scheme.
- e. The Scheme and Cardholders rights and obligations under these Conditions and any dispute in relation to them shall be governed by English law and heard to the exclusion of all other forums in the English courts. The Scheme's obligations to Cardholders in respect of the Scheme are contained in these Conditions and nowhere else.

5. Data Protection

- a. This section sets out how the Scheme collects your personal data, how the Scheme uses it and who the Scheme shares it with. Under the General Data Protection Regulation (GDPR), your data controller is the legal entity that operates Sussex Country Gardener from which you joined the Scheme. For full details of our data protection policy, please view our Privacy Policy at www.sussexcountrygardener.co.uk.
- b. What personal information we collect about you
 - a. information that you provide when completing your Reward Card application on our website or instore (including your name, date of birth, relationship status, interests and hobbies, postal address, email and phone number);
 - b. information relating to your membership of any of our clubs, such as Reward Card
 - c. information that you provide to us for the purpose of subscribing to our email notifications and/or newsletters including your name and email address (you can unsubscribe from our marketing communications at any time by clicking on the link at the bottom of our emails);
 - d. When you use Reward Card to shop with us, or use Reward Card vouchers or coupons, we may collect transaction information, including the in-store and online purchases you earn Reward Card points for and how you use your Reward Card coupons and vouchers within Sussex Country Gardener, and
 - e. Any other personal information that you choose to send to us
- c. How we will use your personal information

- a. By joining up to the Scheme and providing your personal data listed above, you agree to your name, date of birth, postal address, email address and other personal data you supply ('personal data') being used by Sussex Country Gardener for the following purposes:
- b. To organise and administer the scheme, your application and your account;
- c. with your agreement, to send you information regarding your Reward Card (if you have subscribed to our Reward Card), including your statement, vouchers and coupons, details of events and any other information that we believe will be of interest to you (you can cancel your Reward Card membership at any time by contacting enquiries@sussexcountrygardener.co.uk);
- d. To send you non-marketing commercial communications;
- e. To send you goods purchased through our website, in-store or by phone;
- f. To send you email notifications that you have specifically requested;
- g. With your agreement, send you birthday vouchers by post or email (you can unsubscribe to these at any time by emailing UK or by clicking unsubscribe on the email);
- h. With your agreement, send you marketing communications by post or email (you can unsubscribe to these at any time by clicking unsubscribe on the email);
- i. To deal with enquiries and complaints made by or about you relating to our website, reward card scheme or business;
- j. We will not, without your express consent, supply your personal information to any third party for the purpose of their or any other third party's direct marketing.

d. Retaining Personal Information

We will hold your personal data on our systems for as long as is necessary to administer your membership with the Scheme. If you cancel your registration as a member we will mark your record on our database and retain your details for administration purposes prior to deletion before the end of any period required by law.

e. Security of Personal Information

Your personal data shall be held and stored on secure and encrypted computers. The Scheme confirms that it has in place adequate safety and security measures to keep your personal information safe and secure in accordance with its obligations under the law.

f. Access to Personal Data and Correction

You have the right to request a copy of the personal information that we hold about you; provision of such information will be subject to the supply of appropriate evidence of your identity (for this purpose, we will usually accept a photocopy of your passport certified by a solicitor or bank plus an original copy of a utility bill showing your current address).

We want to make sure that your personal information is accurate and up to date. You may ask us to correct or remove information you think is inaccurate. Please contact enquiries@sussexcountrygardener.co.uk.

6. Data Protection Registration

- a. We are registered as a data controller with the UK Information Commissioner's Office.
- b. Our data protection registration number is

7. How to Contact Us

- a. This website is owned and operated by Sussex Country Gardener

- b. We are registered in England and Wales under registration number 6332320, and our registered office is at: 1 West Street, Lewes, East Sussex, BN7 2NZ
- c. Our principal place of business is at Sussex Country Gardener, Mark Cross, Crowborough, TN6 3PJ
- d. You can contact us by post, using the postal address; Sussex Country Gardener, Mark C ross, Crowborough, East Sussex, TN6 3PJ ; by telephone, on 01892 852828 or by email, using enquiries@sussexcountrygardener.co.uk