



# Refer a Friend terms and conditions

## Refer a Friend Offer Terms & Conditions

Offer details valid from Thursday 16<sup>th</sup> December 2020

This Refer a Friend Offer is provided by TTT Moneycorp Limited ("Moneycorp", "the Merchant") in association with Mention Me Limited ("Mention Me").

Please read below the two sets of terms and conditions from Moneycorp and Mention Me.

By participating in this Refer a Friend Offer, you agree to both Moneycorp and Mention Me's terms and conditions.

If there is any conflict between Moneycorp's Refer a Friend Offer Terms & Conditions and Mention Me's Full Terms & Conditions, Moneycorp's Refer a Friend Offer Terms & Conditions take precedence.

## **Moneycorp's Refer a Friend Offer Terms & Conditions ("Merchant Terms")**

- This Refer a Friend Offer ("**Offer**") is only available to existing Moneycorp international payments clients who refer their friends for an international payments account with Moneycorp (a "**Moneycorp Account**" or "**Merchant Services**") via the Mention Me platform.
- The referred friend must complete a foreign exchange transaction worth £2,500 or more within 3 calendar months of opening a Moneycorp Account ("**Qualifying Transaction**"). Alternatively, the referred friend may enter into more than one foreign exchange transaction, provided the total value of the transactions completed within 3 calendar months of being referred is £2,500 or more. In these circumstances, the final transaction that is completed, which takes the total value to £2,500 or more, will be deemed to be the Qualifying Transaction. For the avoidance of doubt, a foreign exchange



transaction does not include any loading or withdrawal of currency on or from a Moneycorp explorer Mastercard.

- For each referral that completes a Qualifying Transaction within 3 calendar months of opening a Moneycorp Account, the existing client and the referred client will each receive a £75 credit to their Moneycorp Account. These credits will be applied within thirty (30) days after the completed Qualifying Transaction.
- The Offer is only available once in relation to each referral, irrespective of the number or value of transactions undertaken by such friend.
- There is no cash alternative available.
- By providing Moneycorp or Mention Me with a friend's contact details, the existing client warrants that they have the explicit consent of their friend to share their contact details for the purpose of this Offer.
- To the extent permitted by law, Moneycorp will not be liable:
  1. For unsuccessful attempts to open a Moneycorp Account or enter into any transactions for any reason;
  2. For circumstances which prevent Moneycorp from fulfilling a transaction;
  3. For any delay in applying the credit to an account; or
  4. In the event that the law or any regulatory guidance prevents Moneycorp from continuing this promotion.
- This Offer is not available in conjunction with any other offer or promotion.
- All accounts with Moneycorp, and all transactions, are subject to the Moneycorp's standard terms and conditions, as amended from time to time.
- This Offer is not open to:
  1. Moneycorp Referring Partners;
  2. Moneycorp employees or any member of their household or Immediate Family; and
  3. Moneycorp clients who refer members of their household or Immediate Family.



- For the purpose of this Offer, Immediate Family means a civil partner, spouse, child, sibling or parent.
- Moneycorp is committed to protecting client's personal data. For further information on how Moneycorp processes and protects personal data, please see our privacy policy at <https://www.moneycorp.com/en-gb/legal/privacy-policy/>. By participating in this Offer, you agree to Moneycorp processing your personal data to administer the Offer and sharing your personal data (name, email address and unique ID or GUID) with Mention Me in order to fulfil the Offer. For further information on how Mention Me processes and protects personal data, please see their privacy policy at: [https://mention-me.com/help/privacy\\_policy\\_s](https://mention-me.com/help/privacy_policy_s).
- Moneycorp reserves the right to alter, suspend or terminate this Offer and Moneycorp international payments clients' ability to participate in this Offer at any time for any reason.
- Moneycorp reserves the rights to amend these terms and conditions at any time.
- These terms and conditions shall be construed in accordance with the laws of England and Wales.
- Each party agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these terms and conditions or their subject matter or formation.

Moneycorp is a trading name of TTT Moneycorp Limited. Registered Office: Floor 5, Zig Zag Building, 70 Victoria Street, London, SW1E 6SQ. Registered in England: No 738837. This offer is promoted and administered by TTT Moneycorp Limited.

Mention Me is a trading name of Mention Me Limited. Registered Office: 20-22 Wenlock Road, London, N1 7GU. Registered in England No 08382730. This Offer is fulfilled by Mention Me Limited.

## **Mention Me Full Terms and Conditions**

Full terms and conditions valid from Friday, 22 March 2019, v.1.2 (English (UK))



## 1. These Terms and Conditions

1.1 Mention Me ("we" or "Mention Me") offers customer or clients ("you" or "Users") of merchants ("the Merchant") the opportunity to refer friends to try the Merchant's goods and services ("Merchant's Services") ("Mention Me Referral Program" or "Program").

1.2 These terms apply to individuals who are accessing or using the Program both as a referrer and a friend referred to the Merchant's Services and the use of 'User' or 'you' shall be a reference to either or both as the context permits.

1.3 By participating in the Program, Users agree to use the Program in the manner specified in, and are bound by, these Terms and Conditions. If you do not agree to these Terms and Conditions in their entirety you are not authorised to register as a Referrer (defined below) or participate in the Program in any manner. Users may not participate in the Program where doing so would be prohibited by any applicable law or regulations.

1.4 We reserve the right to modify or amend at any time these Terms and Conditions. Any amendments or new terms and conditions will be available on our website and the terms and conditions on the website at the time you enter into an agreement with us or use the Program will be the ones that apply. You may terminate this Agreement if you do not wish to be bound by any such amendments but by continuing to use our website or the Program you will be deemed to have accepted the new terms.

## 2. The Program

2.1 To participate, a User may visit <http://www.mention-me.com> or click on a link on a Merchant's website that directs them to a referral offer. The User may then follow the on-screen instructions to refer friends, family members or colleagues ("User Friends") to the Merchant's Services ("Referral").

2.2 Users will be notified as to the method by which they may make a Referral and through which User Friends referred to the Merchant's Services can access relevant discounts or rewards. Such methods may include:

2.2.1 Using the User's name on the Merchant's website;

2.2.2 sending a Tweet containing a unique referral link ("Personal Link");

2.2.3 sharing a Personal Link in a Facebook message;



2.2.4 posting the Personal Link on Facebook;

2.2.5 sharing a Personal Link via email.

2.3 The method by which Users may refer User Friends shall be at the absolute discretion of Mention Me.

### **3. Referrals and Rewards**

3.1 A User must register to make a referral.

3.2 Users will receive a reward for each User Friend that accesses the Merchant's Services as a result of a Referral ("Reward") subject always to these terms and conditions.

3.3 Users will be provided with a unique and personal Mention Me "Sharing Dashboard" page or account to view their Referrals and any Rewards to which they are entitled.

3.4 For a User to qualify for a Reward the referred User Friend must:

3.4.1 not be a current customer and has never been a customer of the Merchant under any email address or alias;

3.4.2 have purchased goods or services from the Merchant having accessed the Program through the relevant Referral method (be it by way of Personal Link or by the User Friend entering the name of the User when directed to on the Merchant's website);

3.4.3 comply with any other criteria notified to the User and User Friend by Mention Me or the Merchant (which may include a minimum age requirement).

3.5 A User will not be entitled to more than one Reward in respect of each individual User Friend referred to the Program and that meets the relevant requirements as set out in clause [3.4] above.

3.6 Subsequent purchases of the Merchant's goods and services made by a referred User Friend in addition to and outside the original purchase made through the Program will not entitle the User to any further Reward.

3.7 The particular Reward to which a User is entitled will be that Reward advertised on the Merchant's website at the time the User registers for the Program in respect of that Merchant. Please note that Rewards in respect of the



same Merchant may change from time to time and different Users may be entitled to different Rewards.

3.8 Rewards may be a discount on a future purchase, a voucher, a cash rebate or such other benefit as the Merchant may determine. The Merchant shall be responsible for ensuring that the Reward is honoured and Mention Me shall have no liability to a User in respect of redeeming or obtaining the benefit of a Reward (see clause 4.4 below).

3.9 Every Reward advertised on the Mention Me website or through a Merchant's website will be subject to these Terms. In addition, the Reward will be subject to any specific or bespoke terms notified to you at the time you register for the Program.

3.10 A limit may be placed on the total number of Rewards or number of Rewards over a given time period to which a User is entitled in respect of a Program. The User will be notified of such limits or restrictions at the time they register for the Program. For the avoidance of doubt, any User Friends referred to the Program who purchase the Merchant's goods and services and otherwise meet the relevant requirements may in such circumstances not result in a User receiving a Reward.

3.11 A referred User Friend who meets the relevant requirements and results in the User being entitled to a Reward may themselves be entitled to a reward ("Friend Reward"). The Friend Reward will be such reward advertised on the Merchant's website at the time the User registers for the Program in respect of that Merchant. A User Friend will not receive more than one Friend Reward in respect of the same Merchant.

3.12 If the User Friend's purchase of the Merchant's goods and services is subsequently cancelled, this will result in the Friend Reward and the Reward being also cancelled.

3.13 User Friends may be subject to verification and Mention Me may delay issuing a Reward (or a Friend Reward) for the purposes of investigation. Mention Me may also refuse to verify and process any transaction Mention Me deems, in its sole discretion, to be fraudulent, suspicious, in violation of these Terms and Conditions, or believes will impose potential liability on Mention Me, its subsidiaries, affiliates or any of their respective officers, directors, employees, representatives and agents.



3.14 Any decision by Mention Me in respect of whether or not a referred User Friend has been successfully verified and a User is entitled to a Reward shall be final and binding.

3.15 Rewards are not transferable and may not be auctioned, traded, bartered or sold. Upon termination of the Program or any portion thereof for any reason, or upon cancellation of a User's Mention Me account for any reason, any unredeemed Rewards accumulated by the User are forfeited.

#### **4. Merchants**

4.1 Rewards and Friend Rewards may be redeemed with the relevant Merchant in accordance with the terms and conditions of that Merchant ("Merchant Terms") and any other terms specific to the Reward and Friend Rewards about which you will be notified.

4.2 We are not responsible in any way whatsoever for providing you with the Merchant's Services, whether in accordance with a Reward, Friend Reward or otherwise.

4.3 The terms on which a Reward or Friend Reward may be redeemed will always incorporate the relevant Merchant Terms. We recommend that before you purchase Merchant's Services or refer friends to a Merchant you read the Merchant Terms which will be available on the Merchant's own website or by calling or emailing the Merchant. If you have any queries about the Merchant Terms you should direct them to the Merchant rather than us.

4.4 Unless stated otherwise in these Terms, once we have provided you with the means of redeeming the Reward, we have no further obligation to you in relation to the Reward and all responsibility lies with the Merchant.

4.5 We accept no responsibility and will have no liability to you if the Merchant's Services do not meet your requirements or you find them unsatisfactory in some way and your right of action or claim will be against the Merchant.

#### **5. Your further obligations**

5.1 You must:



5.1.1 observe and act in accordance with these terms and the relevant Merchant Terms;

5.1.2 not redeem the Reward or deal with the Merchant in any way which could be deemed to be harmful to the business or reputation of Mention Me or do anything which might adversely affect our relationship with a Merchant.

5.1.3 not attempt to market, reproduce, sell or re-sell the Reward to any third party whatsoever;

5.1.4 provide us with accurate information and ensure that all details that we hold about you (including your email address) are up to date and valid;

5.1.5 use the website in accordance with these Terms and not in any way which may affect the reputation of Mention Me or the use and enjoyment of the website or our Services by any other users or third parties;

5.1.6 inform us as soon as it is practicable if become aware that someone has tried to access your account without your permission or attempted to obtain Rewards using your personal details.

5.2 You warrant that:

5.2.1 you have the power and authority to enter into this agreement; and

5.2.2 you are at least 13 years of age.

## 6. Personal Links

6.1 If a User provides a Personal Link to a User Friend by email, the email must be created and distributed in a personal manner that is appropriate and customary for communications with friends, colleagues and family members. By submitting the email addresses, the Referrer represents that he/she has their prior consent.

6.2 Bulk email distribution, distribution to strangers, or any other promotion of a Personal Link in a manner that would constitute or appear to constitute unsolicited commercial email or "spam" in Mention Me's sole discretion is expressly prohibited and may be grounds for immediate termination of the Referrer's account and deactivation of the Personal Link.

6.3 We have a no tolerance spam policy.  
Mention Me has no obligation to monitor the content provided by Users;



however, Mention Me may choose to do so and block any email messages, remove any such content, or prohibit any use of the Program.

6.4 Each User is the actual sender of the emails and must comply with applicable law. A User who does not comply with the law, including anti-spam laws, shall indemnify Mention Me against any liabilities, costs and expenses it incurs as a result of such spam.

## **7. Termination and suspension**

7.1 We may suspend your account at any time should you be in breach of these terms and conditions.

7.2 If we suspend your account or access to the website for any reason we may refuse to provide you with any services or the right to receive any Rewards. If you attempt to circumvent this clause by attempting to create a new account we reserve the right to terminate this Agreement and any existing Account you may have.

7.3 We may terminate this Agreement and your Account at any time if:

7.3.1 you are in breach of the terms of this Agreement;

7.3.2 we suspect that you are about to commit a breach of this Agreement;

7.3.3 you become or we suspect that you are about to become insolvent.

7.4 Upon termination you will no longer be able to use our services or access Rewards. If when we terminate this agreement you are still in possession of any Rewards which you have yet to redeem we reserve the right to suspend your ability to redeem such Rewards.

7.5 Subject to this clause 6, any termination of this agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either party nor shall it affect coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after termination.

## **8. Your liability and indemnity**



8.1 You agree to indemnify us for any claims or legal proceedings that may be brought against us and for any loss or damage we may suffer or incur as a result of:

8.1.1 your breach of the terms of this Agreement; or

8.1.2 your breach of the terms of a Reward or a Merchant's terms and conditions; or

8.1.3 your actions in relation to Mention Me's services or the website.

## 9. **Our liability**

9.1 We will not be liable to you for any business, financial or economic loss or for any consequential or indirect loss such as loss to reputation, lost bargain, lost profit, loss of anticipated savings or lost opportunity arising as a result of any services we provide to you under, or in any other way connected with, this Agreement (whether suffered or incurred as a result of our negligence or otherwise) except in the case of fraud, wilful concealment or theft.

9.2 For the avoidance of doubt, the liability excluded under clause 9.1 includes any loss arising from your dealings with any Merchant or arising from the Merchant Services and we shall have no liability to you whatsoever for any act or omission of the Merchant in connection with the Merchant Services.

9.3 Our liability to you for all losses under this Agreement (subject to any liability in accordance with clause 9.5 below) is limited to the greater of (i) the equivalent monetary value of Rewards received by you under this Agreement and (ii) £100.

9.4 No claim may be brought against us in relation to this Agreement more than 12 months following the date on which you last received a Reward.

9.5 Nothing in this agreement limits or excludes our liability for death or personal injury arising as a result of our negligence or for fraud or fraudulent misrepresentation.

9.6 You agree that the above exclusions of liability are reasonable in all the circumstances, especially in light of the fact that our services only extend to facilitating you receiving Rewards and responsibility for redeeming Rewards and Merchant Services lies solely with the Merchant.



## 10. Intellectual property

10.1 The content of the website is protected by copyright, trade marks, database right and other intellectual property rights ("IP Rights") and all such IP Rights are owned by Mention Me or are properly licensed to us by our licensors. The IP Rights in the website shall remain the property of us or our licensors.

10.2 You may retrieve and display the content of the Website on a computer screen, store such content in electronic form on disk (but not any server or other storage device connected to a network) or print one copy of such content for your own personal, non-commercial use, provided you keep intact all and any copyright and proprietary notices. You may not otherwise reproduce, modify, copy or distribute or use for commercial purposes any of the materials or content on the Website without our written permission.

10.3 You agree that any comments, communications, ideas or other materials or information ("Customer Suggestions") that you may provide to us through or in relation to the Services and the Website is provided on a non-confidential basis. Furthermore, you agree that any Customer Suggestions you provide will be deemed to be our property once supplied to us and you assign all and any intellectual property rights that may exist in the Customer Suggestions to us. We will be under no restriction in relation to the Customer Suggestions and may use it as we see fit.

## 11. General

11.1 Each of the parties warrants its power to enter into the Agreement and has obtained all necessary approvals to do so.

11.2 By entering into this Agreement you also agree to our Privacy Policy which is available on our Website.

11.3 Any notice to be served on either of the parties by the other shall be sent by pre-paid recorded delivery, registered post or email to the address of the relevant party shown on at the start of this Agreement or such other physical or electronic address as may be notified by one party to the other.

11.4 No term of the Agreement will be enforceable by virtue of the Contract (Rights of Third Parties) Act 1999 by any person that is not a party to it.



11.5 We will be entitled to assign or sub-contract our obligations under this Agreement.

11.6 Both parties shall be released from their respective obligations in the event of national emergency, war, prohibitive governmental regulation or if any other cause beyond the reasonable control of the parties or either of them renders the performance of the Agreement impossible.

11.7 Each party acknowledges that the Agreement, including the Privacy Policy contain the whole agreement between the parties and that it has not relied upon any oral or written representations made to it by the other or its employees or agents and has made its own independent investigations into all matters relevant to it. In particular it is agreed that any terms and conditions or other contractual documentation maintained by you or your affiliates or which you purport to apply to the subject matter of the Agreement will not apply.

11.8 If any provision of this Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of this Agreement.

11.9 No delay, neglect or forbearance on the part of either party in enforcing against the other party any term or condition of this Agreement shall either be or be deemed to be a waiver or in any way prejudice any right of that party under this Agreement. No right, power or remedy in this Agreement conferred upon or reserved for either party is exclusive of any other right, power or remedy available to that party.

11.10 This Agreement shall be governed by English law in every particular including formation and interpretation and shall be deemed to have been made in England.

## **Moneycorp x Mention Me**

### **Easter Refer a Friend Offer Terms & Conditions**

Offer details valid between 00:01 (GMT) 3<sup>rd</sup> April 2023 and 23:59 (GMT) 6<sup>th</sup> April 2023 .

This Refer a Friend Offer is provided by TTT Moneycorp Limited ("Moneycorp", "the Merchant") in association with Mention Me Limited ("Mention Me").

Please read below the two sets of terms and conditions from Moneycorp and Mention Me.



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If there is any conflict between Moneycorp's Refer a Friend Offer Terms & Conditions and Mention Me's Full Terms & Conditions, Moneycorp's Refer a Friend Offer Terms & Conditions take precedence.

### **Moneycorp's Refer a Friend Offer Terms & Conditions ("Merchant Terms")**

- This Refer a Friend Offer ("**Offer**") is only available to existing Moneycorp international payments clients who refer their friends for an international payments account with Moneycorp (a "**Moneycorp Account**" or "**Merchant Services**") via the Mention Me platform.
- The referred friend must complete a foreign exchange transaction worth £2,500 or more within 3 calendar months of opening a Moneycorp Account ("**Qualifying Transaction**"). Alternatively, the referred friend may enter into more than one foreign exchange transaction, provided the total value of the transactions completed within 3 calendar months of being referred is £2,500 or more. In these circumstances, the final transaction that is completed, which takes the total value to £2,500 or more, will be deemed to be the Qualifying Transaction. For the avoidance of doubt, a foreign exchange transaction does not include any loading or withdrawal of currency on or from a Moneycorp explorer Mastercard.
- For each referral that completes a Qualifying Transaction within 3 calendar months of opening a Moneycorp Account, the existing client and the referred client will each receive a £100 credit to their Moneycorp Account. These credits will be applied within thirty (30) days after the completed Qualifying Transaction.
- The Offer is only available once in relation to each referral, irrespective of the number or value of transactions undertaken by such friend.
- There is no cash alternative available.
- By providing Moneycorp or Mention Me with a friend's contact details, the existing client warrants that they have the explicit consent of their friend to share their contact details for the purpose of this Offer.
- To the extent permitted by law, Moneycorp will not be liable:
  - a. For unsuccessful attempts to open a Moneycorp Account or enter into any transactions for any reason;
  - b. For circumstances which prevent Moneycorp from fulfilling a transaction;
  - c. For any delay in applying the credit to an account; or



- d. In the event that the law or any regulatory guidance prevents Moneycorp from continuing this promotion.
- This Offer is not available in conjunction with any other offer or promotion.
- All accounts with Moneycorp, and all transactions, are subject to the Moneycorp's standard terms and conditions, as amended from time to time.
- This Offer is not open to:
  - a. Moneycorp Referring Partners;
  - b. Moneycorp employees or any member of their household or Immediate Family; and
  - c. Moneycorp clients who refer members of their household or Immediate Family.
- For the purpose of this Offer, Immediate Family means a civil partner, spouse, child, sibling or parent.
- Moneycorp is committed to protecting client's personal data. For further information on how Moneycorp processes and protects personal data, please see our privacy policy at <https://www.moneycorp.com/en-gb/legal/privacy-policy/>. By participating in this Offer, you agree to Moneycorp processing your personal data to administer the Offer and sharing your personal data (name, email address and unique ID or GUID) with Mention Me in order to fulfil the Offer. For further information on how Mention Me processes and protects personal data, please see their privacy policy at: [https://mention-me.com/help/privacy\\_policy\\_s](https://mention-me.com/help/privacy_policy_s).
- Moneycorp reserves the right to alter, suspend or terminate this Offer and Moneycorp international payments clients' ability to participate in this Offer at any time for any reason.
- Moneycorp reserves the rights to amend these terms and conditions at any time.
- These terms and conditions shall be construed in accordance with the laws of England and Wales.
- Each party agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these terms and conditions or their subject matter or formation.



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## **Mention Me Full Terms and Conditions**

### **1. These Terms and Conditions**

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1.2 These terms apply to individuals who are accessing or using the Program both as a referrer and a friend referred to the Merchant's Services and the use of 'User' or 'you' shall be a reference to either or both as the context permits.

1.3 By participating in the Program, Users agree to use the Program in the manner specified in, and are bound by, these Terms and Conditions. If you do not agree to these Terms and Conditions in their entirety you are not authorised to register as a Referrer (defined below) or participate in the Program in any manner. Users may not participate in the Program where doing so would be prohibited by any applicable law or regulations.

1.4 We reserve the right to modify or amend at any time these Terms and Conditions. Any amendments or new terms and conditions will be available on our website and the terms and conditions on the website at the time you enter into an agreement with us or use the Program will be the ones that apply. You may terminate this Agreement if you do not wish to be bound by any such amendments but by continuing to use our website or the Program you will be deemed to have accepted the new terms.

### **2. The Program**

2.1 To participate, a User may visit <http://www.mention-me.com> or click on a link on a Merchant's website that directs them to a referral offer. The User may then follow the on-screen instructions to refer friends, family members or colleagues ("User Friends") to the Merchant's Services ("Referral").

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- 2.2.1 Using the User's name on the Merchant's website;
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ensuring that the Reward is honoured and Mention Me shall have no liability to a User in respect of redeeming or obtaining the benefit of a Reward (see clause 4.4 below).

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4.1 Rewards and Friend Rewards may be redeemed with the relevant Merchant in accordance with the terms and conditions of that Merchant ("Merchant Terms") and any other terms specific to the Reward and Friend Rewards about which you will be notified.

4.2 We are not responsible in any way whatsoever for providing you with the Merchant's Services, whether in accordance with a Reward, Friend Reward or otherwise.



4.3 The terms on which a Reward or Friend Reward may be redeemed will always incorporate the relevant Merchant Terms. We recommend that before you purchase Merchant's Services or refer friends to a Merchant you read the Merchant Terms which will be available on the Merchant's own website or by calling or emailing the Merchant. If you have any queries about the Merchant Terms you should direct them to the Merchant rather than us.

4.4 Unless stated otherwise in these Terms, once we have provided you with the means of redeeming the Reward, we have no further obligation to you in relation to the Reward and all responsibility lies with the Merchant.

4.5 We accept no responsibility and will have no liability to you if the Merchant's Services do not meet your requirements or you find them unsatisfactory in some way and your right of action or claim will be against the Merchant.

## **5. Your further obligations**

5.1 You must:

5.1.1 observe and act in accordance with these terms and the relevant Merchant Terms;

5.1.2 not redeem the Reward or deal with the Merchant in any way which could be deemed to be harmful to the business or reputation of Mention Me or do anything which might adversely affect our relationship with a Merchant.

5.1.3 not attempt to market, reproduce, sell or re-sell the Reward to any third party whatsoever;

5.1.4 provide us with accurate information and ensure that all details that we hold about you (including your email address) are up to date and valid;

5.1.5 use the website in accordance with these Terms and not in any way which may affect the reputation of Mention Me or the use and enjoyment of the website or our Services by any other users or third parties;

5.1.6 inform us as soon as it is practicable if become aware that someone has tried to access your account without your permission or attempted to obtain Rewards using your personal details.

5.2 You warrant that:

5.2.1 you have the power and authority to enter into this agreement; and

5.2.2 you are at least 13 years of age.

## **6. Personal Links**

6.1 If a User provides a Personal Link to a User Friend by email, the email must be created and distributed in a personal manner that is appropriate and customary for communications with friends, colleagues and family members. By submitting the email addresses, the Referrer represents that he/she has their prior consent.



6.2 Bulk email distribution, distribution to strangers, or any other promotion of a Personal Link in a manner that would constitute or appear to constitute unsolicited commercial email or "spam" in Mention Me's sole discretion is expressly prohibited and may be grounds for immediate termination of the Referrer's account and deactivation of the Personal Link.

6.3 We have a no tolerance spam policy.

Mention Me has no obligation to monitor the content provided by Users; however, Mention Me may choose to do so and block any email messages, remove any such content, or prohibit any use of the Program.

6.4 Each User is the actual sender of the emails and must comply with applicable law. A User who does not comply with the law, including anti-spam laws, shall indemnify Mention Me against any liabilities, costs and expenses it incurs as a result of such spam.

## **7. Termination and suspension**

7.1 We may suspend your account at any time should you be in breach of these terms and conditions.

7.2 If we suspend your account or access to the website for any reason we may refuse to provide you with any services or the right to receive any Rewards. If you attempt to circumvent this clause by attempting to create a new account we reserve the right to terminate this Agreement and any existing Account you may have.

7.3 We may terminate this Agreement and your Account at any time if:

7.3.1 you are in breach of the terms of this Agreement;

7.3.2 we suspect that you are about to commit a breach of this Agreement;

7.3.3 you become or we suspect that you are about to become insolvent.

7.4 Upon termination you will no longer be able to use our services or access Rewards. If when we terminate this agreement you are still in possession of any Rewards which you have yet to redeem we reserve the right to suspend your ability to redeem such Rewards.

7.5 Subject to this clause 6, any termination of this agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either party nor shall it affect coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after termination.

## **8. Your liability and indemnity**

8.1 You agree to indemnify us for any claims or legal proceedings that may be brought against us and for any loss or damage we may suffer or incur as a result of:

8.1.1 your breach of the terms of this Agreement; or

8.1.2 your breach of the terms of a Reward or a Merchant's terms and conditions; or



8.1.3 your actions in relation to Mention Me's services or the website.

## **9. Our liability**

9.1 We will not be liable to you for any business, financial or economic loss or for any consequential or indirect loss such as loss to reputation, lost bargain, lost profit, loss of anticipated savings or lost opportunity arising as a result of any services we provide to you under, or in any other way connected with, this Agreement (whether suffered or incurred as a result of our negligence or otherwise) except in the case of fraud, wilful concealment or theft.

9.2 For the avoidance of doubt, the liability excluded under clause 9.1 includes any loss arising from your dealings with any Merchant or arising from the Merchant Services and we shall have no liability to you whatsoever for any act or omission of the Merchant in connection with the Merchant Services.

9.3 Our liability to you for all losses under this Agreement (subject to any liability in accordance with clause 9.5 below) is limited to the greater of (i) the equivalent monetary value of Rewards received by you under this Agreement and (ii) £100.

9.4 No claim may be brought against us in relation to this Agreement more than 12 months following the date on which you last received a Reward.

9.5 Nothing in this agreement limits or excludes our liability for death or personal injury arising as a result of our negligence or for fraud or fraudulent misrepresentation.

9.6 You agree that the above exclusions of liability are reasonable in all the circumstances, especially in light of the fact that our services only extend to facilitating you receiving Rewards and responsibility for redeeming Rewards and Merchant Services lies solely with the Merchant.

## **10. Intellectual property**

10.1 The content of the website is protected by copyright, trade marks, database right and other intellectual property rights ("IP Rights") and all such IP Rights are owned by Mention Me or are properly licensed to us by our licensors. The IP Rights in the website shall remain the property of us or our licensors.

10.2 You may retrieve and display the content of the Website on a computer screen, store such content in electronic form on disk (but not any server or other storage device connected to a network) or print one copy of such content for your own personal, non-commercial use, provided you keep intact all and any copyright and proprietary notices. You may not otherwise reproduce, modify, copy or distribute or use for commercial purposes any of the materials or content on the Website without our written permission.

10.3 You agree that any comments, communications, ideas or other materials or information ("Customer Suggestions") that you may provide to us through or in relation to the Services and the Website is provided on a non-confidential basis.



Furthermore, you agree that any Customer Suggestions you provide will be deemed to be our property once supplied to us and you assign all and any intellectual property rights that may exist in the Customer Suggestions to us. We will be under no restriction in relation to the Customer Suggestions and may use it as we see fit.

## **11. General**

11.1 Each of the parties warrants its power to enter into the Agreement and has obtained all necessary approvals to do so.

11.2 By entering into this Agreement you also agree to our Privacy Policy which is available on our Website.

11.3 Any notice to be served on either of the parties by the other shall be sent by pre-paid recorded delivery, registered post or email to the address of the relevant party shown on at the start of this Agreement or such other physical or electronic address as may be notified by one party to the other.

11.4 No term of the Agreement will be enforceable by virtue of the Contract (Rights of Third Parties) Act 1999 by any person that is not a party to it.

11.5 We will be entitled to assign or sub-contract our obligations under this Agreement.

11.6 Both parties shall be released from their respective obligations in the event of national emergency, war, prohibitive governmental regulation or if any other cause beyond the reasonable control of the parties or either of them renders the performance of the Agreement impossible.

11.7 Each party acknowledges that the Agreement, including the Privacy Policy contain the whole agreement between the parties and that it has not relied upon any oral or written representations made to it by the other or its employees or agents and has made its own independent investigations into all matters relevant to it. In particular it is agreed that any terms and conditions or other contractual documentation maintained by you or your affiliates or which you purport to apply to the subject matter of the Agreement will not apply.

11.8 If any provision of this Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of this Agreement.

11.9 No delay, neglect or forbearance on the part of either party in enforcing against the other party any term or condition of this Agreement shall either be or be deemed to be a waiver or in any way prejudice any right of that party under this Agreement. No right, power or remedy in this Agreement conferred upon or reserved for either party is exclusive of any other right, power or remedy available to that party.



11.10 This Agreement shall be governed by English law in every particular including formation and interpretation and shall be deemed to have been made in England.