

## **CashBack**

### **Terms and Conditions of the promotion**

#### **CASH BACK CERTIFICATE PROMOTION**

The Cash Back Certificate is issued by CashBack Sales & Administration S.A. (whose registered address is at Calle La Cala, Edificio B, Local No B-26, 29649 Mijas Costa, Málaga, Spain. Company Registration Number A-92218452) to the person named on the certificate (the Holder) strictly upon the following terms and conditions:-

#### **Definition**

- a. The Cash Back Certificate Programme is a performance-related redemption promotion.
- b. CashBack Sales & Administration S.A. is an administration and sales promotion company marketing the promotion.
- c. In these terms and conditions, reference to the masculine shall include the feminine and the singular number shall include the plural, obligations and covenants by two or more persons shall be joint and several, “month” shall mean a calendar month and “working day” shall mean a day which is not a Saturday, Sunday or statutory public holiday in Spain.

#### **Background**

1. The Supplier will meet the cost of the promotion by paying a percentage of the sale price to the independent Trustee as appointed by CashBack Sales & Administration S.A. upon completion of the purchase or services rendered.
2. 80% of the amount paid by the supplier will be placed by the independent Trustee into a capital guaranteed investment under independent professional management and will be allocated exclusively for redemption by qualifying Cash Back Certificate holders.
3. The Cash Back Certificate is issued free of charge to the Holder by CashBack Sales and Administration S.A.
4. The amount placed in the investment is guaranteed by the International Bank hence the Cash Back Certificate Holder is guaranteed to receive a minimum of ten percent of the amount shown on the Cash Back Certificate up to a maximum of one hundred percent.
5. Whilst it is not intended, it is understood and accepted that CashBack Sales and Administration S.A. has the right to replace the International Bank with one of similar standing for the benefit of the promotion and its clients.

6. The level of funds available for redemption by qualifying Cash Back Certificate holders will depend upon the number of qualifying redemption claims made and the value of the capital guaranteed investment at the relevant redemption dates. CashBack Sales & Administration S.A. makes no promise nor gives any undertaking to redeem the maximum amount of the Cash Back Certificate stated overleaf.

7. No Cash Back Certificate holder may receive more than 100% of the amount shown on his Cash Back Certificate.

8. Certification by independent auditors appointed by CashBack Sales & Administration S.A. as to the amount due to Cash Back Certificate holders upon qualifying redemption claims being made shall be final and binding upon each Cash Back Certificate holder. No correspondence as to any amount available for redemption or its calculation will be entered into.

In order to qualify for redemption the Holder must: -

1. Within twenty-one days after the date of issue upon the Cash Back Certificate (the first day being the day after the date of issue) send by recorded post the Holder's registration part of the Cash Back Certificate (correctly completed with identical information as shown on the Cash Back Certificate) to CashBack Sales & Administration S.A. at its administration address shown on the Cash Back Certificate.

2. Within the twenty-one days prior to the end of the fifty-nine month period from the date of issue of the Cash Back Certificate (If the last day falls on the 29th, 30th or 31st of a month and that day does not exist in that month the day which is naturally the last day of that month will be deemed to be the last day of the fifty-nine month period) send by recorded post the original Cash Back Certificate together with the original purchase invoice or proof of purchase to CashBack Sales & Administration S.A. at its administration address as shown on the Cash Back Certificate.

3. If all the requirements have been satisfied by the Holder and all terms and conditions have been fully complied with, CashBack Sales & Administration S.A. will confirm that the Holder is eligible for payment and within not more than 60 days after receipt of documentation under paragraph 2 above, will notify the Holder of the redemption amount payable. Notification will be made to the Holder's address as stated in the Certificate or such other address as the Holder may have notified to CashBack Sales & Administration S.A. at its administration address by recorded delivery. Payment in full of the relevant redemption amount will be made to the Holder by cheque within a further period of not more than 60 days.

4. Notwithstanding anything contained herein, CashBack Sales & Administration S.A. is solely responsible for processing and payment of qualifying redemption claims.

5. Only bona fide claims shall be accepted and no claims shall be processed for goods or services returned or refunded, whether in whole or in part. CashBack Sales & Administration S.A. shall be entitled to require independent verification from the supplier's auditors as to any disputed claim made.

6. Time is of the essence and all time limits specified in these terms and conditions must be strictly complied with in order for claims to qualify.
7. In respect of clauses 1 and 2 CashBack Sales & Administration S.A. reserves the right to require the production to it of the original recorded post receipt. This is in the event that the original postmark is illegible.
8. The Cash Back Certificate and all rights hereunder may not be assigned to any other person but, in the event of the Holder's death, shall be available for the Holder's heirs and successors.
9. By signing the registration section of the Cash Back Certificate and returning it to the CashBack Sales & Administration S.A. administration address, the Holder confirms that he has read and fully understood these terms and conditions and agrees to be bound by them.
10. The Holder acknowledges that by issuing the Cash Back Certificate, CashBack Sales & Administration S.A. is not giving any guarantee, warranty or undertaking nor making any representation in relation to any items, goods or services supplied by the supplier.
11. The supplier named in the Cash Back Certificate after paying the promotion cost has no liability or responsibility to the Holder for any of the obligations of CashBack Sales & Administration S.A. under these terms and conditions.
12. Any and all liability to taxes which may arise as a result of redemption payment will be the sole responsibility of the Holder.
13. These terms and conditions constitute the entire agreement between CashBack Sales & Administration S.A. and the Holder and may not be varied or amended in any way.
14. These terms and conditions will be governed and construed in accordance with Spanish law and CashBack Sales & Administration S.A. and the Cash Back Certificate Holder submit to the exclusive jurisdiction of the Spanish courts in the event of any dispute.
15. These terms and conditions do not affect the Holder's statutory rights.

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