

It's easy to join - just complete and return this form



PRIVACY NOTICE

The data you supply in the Form is your "personal data". Please rest assured that we are fully committed to protect your data as if it is our own. We comply with data protection laws (including the GDPR and Chapter 586 of the Laws of Malta) and constantly strive to satisfy the 6 data protection principles (fairness and transparency, purpose limitation, data minimisation, accuracy, storage limitation and integrity/confidentiality).

The information we collect about you on the Form is what we deem necessary for the purpose of managing and administering your Privilege programme, including to create your account, grant points and allow redemption of points and to administer the Secondary Collector when applicable. We also use contact data to inform you and/or the Secondary Collector about your use of the Privilege programme and any important information about it. We consider this to be necessary processing of the personal data for the performance of the agreement between us. You are not obliged to give us the personal data, but if you do not this may impact your registration for, or use of, the Privilege card. PLEASE DO NOT PROVIDE US WITH PERSONAL DATA OF OTHER PERSONS UNLESS YOU FIRST EXPLAINED THIS NOTICE TO THEM AND OBTAINED THEIR CONSENT FOR US TO PROCESS THEIR PERSONAL DATA. By providing the personal data of other persons we assume you obtained their consent.

We do not share or disclosure personal data with others unless we are obliged to do so by law or if this is strictly necessary and we have a lawful basis to do so. We may share your personal data with our accountants, auditors or other advisors (such as marketing agencies), as required, on a needs-basis only and on the understanding that the information is confidential and to be used for our purposes only. Our back-office staff and cashiers have access to your personal data, as necessary, for the operation of the Privilege

programme. We continuously strive to implement security measures to avoid unauthorised disclosure of personal data.

As a holder of our Privilege Card we may also send you information which we believe is of interest to you about our products/services and similar marketing material. We hope this information is of interest to you and as always, your feedback is welcome. Rest assured that you may unsubscribe to direct marketing, and/or profiling, at any time by sending a letter to Scotts Ltd, Triq il-Passju, B'Kara BKR 9069 or an email to info@scotts.com.mt. It may take us some time to administer your request.

Your personal data relating to the Privilege Card shall be retained for as long as your Privilege Card remains valid. After that, we keep the data for a period of six (6) years. In certain cases, we may be required to keep personal data for longer (e.g. if we need to raise or defend a legal claim or because of tax and accounting obligations). Please do inform us if your details change so that we can keep your data up-to-date and correct.

We respect your rights to request access to and rectification or erasure of personal data or restriction of processing as well as data portability (subject to the conditions and exceptions in the law). We will require proof of identity to process any request. If you have any queries about your personal data you may contact us here info@scotts.com.mt for more information. If you remain unsatisfied you can complain with the competent authority (www.idpc.org.mt). More information about how we handle personal data of our customers can be found on our Privacy Policy (available in hard copy). Scotts Ltd (C-33305) of 244H, The Said Buildings, Fleur De Lys Road, Birkirkara, Malta, ("Us/We") operates the Privilege programme and is your 'data controller' for any personal data you supply in relation to the programme.

Here are our Scotts Collector Rules: Using the Scotts Privileges card is straightforward. All you need to do is take note of the following terms. Submitting a completed Form to us signifies your acceptance of these Rules.

Scotts Ltd (C-33305) of 244H, The Said Buildings, Fleur De Lys Road, Birkirkara, Malta, ("Us/We") operates the Privilege programme and is your 'data controller' for any personal data you supply in relation to the programme (please read our Privacy Notice to understand why and how we use your personal data and what your data protection rights are)."

You, as a "Primary Collector" can register with us for a Scotts Privilege Card collection programme by applying for a collector card ("Scotts Privilege Card"). Once your registration is confirmed, we will set up a Scotts Account to record Points earned or redeemed by you. You will be able to earn Points on various purchases in accordance with our terms. We may refuse an application for any reason we deem valid.

You can allow another person ("Secondary Collector") to have rights (subject to all of the provisions of these Rules) to collect and use Points for you on your Scotts Account, in which case a second card will be issued to the Secondary Collector. You remain responsible for the actions of such Secondary Collector. Secondary Collectors must have details registered with us. Before providing any details of Secondary Collectors please ensure that you have sought their consent to provide us with their personal data after they have read these Terms and the Privacy Notice. If you provide us with their personal data we assume that you have obtained their consent. In any case we are committed to protect and use their personal data described in the Privacy Notice.

All Primary Collectors and Secondary Collectors must have a residential address in Malta. Changes to any of your personal data must be notified to us within 30 days of change. Primary Collectors must be over 18. The original card is given to you free of charge. We may charge a fee in Points or cash for further Secondary or replacement cards. If a Primary Collector wants to change the Secondary Collector on his/her Scotts Account this must be notified to us in writing. A Secondary Collector cannot make such changes but may apply in writing to be removed as Secondary Collector.

The granting and redemption of Points is at our discretion according to our then applicable terms. For points to be granted the Privilege Card must be presented to the cashier at any of our Cash Points when checking out.

We regret that we are unable to add points to an account once a bill has been issued.

Points cannot be redeemed until credited to a Scotts Account. This should normally take no longer than 48 hours. We cannot be held responsible for a failure, delay due to system failure or force majeure. Currently points have no expiry date but are lost if the relevant Scotts Account is closed or the Scotts programme ends. Adequate notice will be given before a programme is ended. We reserve the option to introduce expiry periods for unclaimed points. Points may be redeemed as a voucher carrying a specified cash discount value or benefit. Vouchers will have an expiry date specified and will be subject to any other terms and conditions stated on the Voucher or otherwise publicised. Redeemed Points cannot be used again. If a transaction on which Points are issued or redeemed is cancelled, reversed or not completed, we will reverse the associated Points movement in which case you may have to return issued vouchers. If insufficient Points are available, or we suspect fraud or misconduct, rewards and/or your membership in the programme may be refused and/or cancelled. Vouchers may be used by you or others at our stores and/or at any participating outlet who we may partner with from time to time. All the participating outlets will treat the vouchers as cash.

A Primary Collector who continues to collect Points will get a regular update of the Points position on each receipt in respect of his/her Scotts Account. You may also request Account information at our outlets. We will correct a Scotts Account if it is shown to our reasonable satisfaction to be wrong. Our decision is final.

Points are personal to a Scotts Account and cannot normally be transferred. However, a Primary Collector with no Secondary Collector can merge his/her points with those in another Scotts Account having the same address and so become a Secondary Collector on such account. A Primary Collector

with Secondary Collector cannot do this. Points can only be transferred from a Scotts Account on death, separation or divorce as long as adequate evidence of the legal division of Points is given to us.

Points can only be earned, held, transferred or redeemed as set out in these Rules. Any other use, award, sale, exchange or transfer of points, or attempt to do so, is a serious breach of these Rules. Any Points not earned and held in accordance with these Rules will be invalid and cannot be redeemed for rewards. Any such Points on a Scotts Account will be deducted and, if they are redeemed, you will have to reimburse us. Points from more than one Scotts Account cannot be combined. Points have no cash value.

Anyone issued with a Scotts Privilege Card for a Scotts Account can redeem Points. The Primary Collector is responsible for any redemption by Secondary Collectors. I.D. Card must be presented along with the Privilege Card when redeeming points. Security questions may be asked when redemption is made, or a Voucher is issued.

Privilege Cards are the property of Scotts Ltd. and must be returned to us on request or destroyed when no longer valid for use. The Primary Collector is responsible for the security of all Scotts cards issued on his/her Scotts Account and all Vouchers issued on that account. If a Scotts card is lost or the holder thinks an unauthorized person has gained access to it, they should contact the Scotts Customer Service Centre immediately. We cannot be responsible for any unauthorized use of points or any lost or stolen Vouchers.

We may close any Scotts Account on which no points have been earned or redeemed for a continuous period of at least 12 months.

We may also, on notifying the Primary Collector, immediately suspend or terminate the rights of any Primary Collector or any Secondary Collector, and/or close any relevant Scotts Account, if they breach these Rules, if we reasonably believe that they have dealt with Points in a manner not permitted by these Rules or if there is any theft or misconduct in connection with us, if they supply false or misleading information to us or if they are abusive or offensive to any member or our staff.

A Primary Collector can close his/her Scotts Account at any time by notifying us in writing. If a Scotts Account is closed any right to redeem Points from that Scotts Account are lost.

We may make changes to these Rules and will give the Primary Collector as much notice as we reasonably can. Continued use of the Card (earning or redeeming Points) after such notice will constitute acceptance of the revised Rules.

We may suspend or terminate Scotts Cards but will give as much notice as we reasonable can before we do so. If this happens all Scotts Accounts will be suspended or terminated.

If we sell or transfer Scotts Ltd. to another company, we may transfer all of our rights and obligations under these Rules without any further consent and may disclose or transfer all information we hold about Primary Collectors and Secondary Collectors to a prospective or actual new owner. Such a disclosure or transfer will not alter the rights of such Primary Collectors and Secondary Collector in respect of the use that can be made of such information by such other company. We consider this to be in your interest to protect your points.

Our responsibilities with respect to Scotts Accounts are set out in these Rules which are governed by the Laws of Malta.

To the extent permitted by law we will only be liable to a Primary Collector, who suffers loss as a result of our breach of these Rules and if so, our sole liability will be to credit to the relevant Scotts Account any Points which have been wrongly deducted or should have been credited but were not. Unless otherwise expressly stated, these Rules shall prevail in the event of any conflict or inconsistency with any other communications, including advertising promotional materials.

You can contact us by calling the Scotts Helpline on 21470844 or writing to the Scotts Customer Service Centre. We may record calls to check the quality of our services or for training, audit or security purposes.