

## Here are your Scotts Collector Rules

These Rules (including our Policy on Privacy and Data Protection) govern the collection and use of Points and set out the terms of the contract between Scotts Ltd. ("us/we") and each Primary Collector. A Primary Collector can register with Scotts Ltd. for a Scotts Privilege Card collection programme by applying for a collector card ("Scotts Privilege Card") and can earn Points on various purchases. If you apply to register for a Scotts Privilege Card you accept these rules. We may refuse an application for any good reason.

We will set up a Scotts Account to record Points earned or redeemed by each Primary Collector. A Primary Collector can allow other people ("Additional Collectors") to have rights (subject to all of the provisions of these terms) to collect and use Points on his/her Scotts Account but the Primary Collector is responsible for the actions of such Additional Collectors. Additional Collectors must register their details with us. We may charge a Primary Collector a fee in Points or cash for further additional or replacement cards.

All Primary Collectors and Additional Collectors must have a Maltese address. Changes of address must be notified to us within 30 days of change of address. Primary Collectors must be over 18.

If a Primary Collector wants to change the Additional Collectors on his/her Scotts Account this must be notified to us in writing. An Additional Collector cannot make such change to a Scotts Account.

All rewards are subject to availability. These transactions and all Rewards are subject to all applicable legal rules and the terms and conditions (including booking requirements, cancellation restrictions, return conditions, warranties and limitations of liability) of the Sponsor or Supplier. When Points are redeemed we may act as an intermediary between the relevant Primary Collector or Additional Collector and the Supplier and we will do what we can to ensure such Rewards are supplied by the relevant Supplier.

Points will be earned for transactions using a Scotts Privilege Card in accordance with the card issuer's terms.

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.

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. Where Points are redeemed for a voucher carrying a specified 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.

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. If insufficient Points are available, or we suspect fraud or misconduct, Rewards may be refused and cancelled.

A Primary Collector who continues to collect will get a regular update of the Points position as we know it on each receipt in respect of his/her Scotts Account including the Points collected by any Additional Collector collecting on such Scotts Account. Account information is also available from us. We will correct a Scotts Account if it is shown to our reasonable satisfaction to be wrong, but, unless there are clear records showing this, our decision is final.

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

to cancel the relevant rewards and we may take other appropriate action. Points from more than one Scotts Account cannot be combined to redeem for the same Reward. Points have no cash value.

Anyone issued with a Scotts Privilege Card for a Scotts Account can redeem Points from that account for any available Reward. The Primary Collector is responsible for any redemption by Additional Collectors. Security questions may be asked when redemption is made or a Voucher is issued.

Our Policy on Privacy and Data Protection (which is part of these Rules) sets out the information that we will gather on Primary Collectors and Additional Collectors, how a Primary Collector or Additional Collector uses his/her Scotts card and earns and redeems Points, how this information will be used and whom it may be shared with. This statement is included on every registration form, on certain other materials we publish and is available from us. We will comply with our Privacy Statement – every Primary Collector and Additional Collector should read it carefully. If a Primary and/or an Additional Collector notifies us that they do not wish to receive marketing information from us or be contacted by us for promotional purposes in connection with Scotts and/or by participating companies we will comply with such request and not use or pass on any relevant request to participating companies. If for any reason we need to transfer personal information outside the European Union for a specific purpose, we will ensure that this is treated to according Maltese Legislation.

Scotts 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 become aware of any security code, password or account number, they should contact the Scotts Customer Service Center immediately. Vouchers and points should be treated like cash. 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 Additional 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 any applicable Sponsor's terms and conditions, if there is any theft or misconduct in connection with us, any Sponsor or Supplier, if they supply false or misleading information to us or if they are abusive or offensive to any member of our staff.

A Collector can close his/her Scotts Account at any time by notifying us. If a Scotts Account is closed everyone's rights 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 reasonable can. Earning or redeeming Points on a Scotts Account 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 Additional Collectors to a prospective or actual new owner. Such a disclosure or transfer will not alter the rights of such Primary Collectors and Additional Collectors in respect of the use that can be made of such information by such other company.

Our responsibilities with respect to Scotts Accounts are set out in these Rules which are subject to Maltese 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. 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 Center. We may record calls to check the quality of our services or for training, audit or security purposes.

**scotts**  
supermarket

- Attard Tel: 21 421280 • Burmarrad Tel: 21 575180
- Naxxar Tel: 21 416862 • Sliema Tel: 21 316932
- Sta. Luċija Tel: 21 800506 • St. Julians Tel: 21 384906 • Zabbar Tel: 21 823459