

July 2022

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE YOU ACCEPT THESE TERMS AND CONDITIONS. THIS INFORMATION FORMS THE SODEXO CASHBACK TERMS AND CONDITIONS. BY AGREEING WITH THESE TERMS AND CONDITIONS YOU ACCEPT THESE TERMS AND CONDITIONS. IF THERE IS ANYTHING YOU DO NOT UNDERSTAND PLEASE CONTACT CUSTOMER SERVICES USING THE CONTACT DETAILS PROVIDED IN THIS DOCUMENT.

IF YOU ARE UNDER 18 YOU NEED TO ASK A PARENT OR LEGAL GUARDIAN TO ACCEPT THESE TERMS AND CONDITIONS. TO DO THIS PLEASE CONTACT CUSTOMER SERVICES.

1. Introduction

- 1.1 These Terms and Conditions / this Agreement is a legal document, which sets out your rights and obligations, and those of **Sodexo Motivation Solutions U.K. Limited** ("we", "us" or "Sodexo"), in relation to Sodexo's site and app and the services offered by us through them (each a "Sodexo Service"). You must take the time to read and understand it before registering for the Sodexo Service. By registering with us, you accept that you are entering into a contract with us on the terms of this Agreement. You should be aware that this Agreement may change from time to time in accordance with Clause 16 below.
- 1.2 When you register with or through the Sodexo Cash Back Service you establish an "Account" and become an "Account Holder". The account is with Quidco and the provider of the Quidco Services is Maple Syrup Media Ltd, a company registered in England and Wales under registration no. 5498276 whose registered office is at Money supermarket House, Saint David's Park, Ewloe, Chester, CH5 3UZ and whose VAT registration number is 396 1551 71.

2. The Sodexo Cash Back Service

- 2.1 The Sodexo Services allows Account Holders to make purchases from retailers which may qualify for cashback.
- 2.2 Unless otherwise indicated, this Agreement applies to each of these Sodexo Services. Any separate or additional terms for individual Sodexo Services are stated below.
- 2.3 This is how it works. Sodexo receives a commission (the "Referral Fee"), payable by a retailer, for qualifying purchases made by an Account Holder from the retailer, once that retailer has confirmed the purchase (each a "Qualifying Transaction").
- 2.4 Account Holders who have entered into Qualifying Transactions for which Referral Fees have been received by Quidco will be able to see a positive account balance on their Account (a "Balance"). That Balance will be converted into a payment to you ("Cashback") when the Account Holder requests payment of the Balance. To be clear, a Balance does not itself represent a sum of money held by Sodexo on an Account Holder's behalf.

See Clause 4 for more about Cashback.

- 2.5 For all Sodexo Services, each retailer offer is subject to such terms and conditions as the retailer applies to the offer.
- 2.6 Our help pages and other service documentation available on the Sodexo site provide further information about the Sodexo Service; you should consult them concerning queries or issues you may have about the Sodexo Service.

3. Obtaining an Account

- 3.1 You must be at least 16 years of age to obtain an Account. A person may have no more than one Account. You must be a resident of the UK to register for a Sodexo Cash back services. For the avoidance of any doubt, by clicking the cashback offer, you agree to your Quidco account being created"?
- 3.2 In using or registering for the Sodexo Service, you must provide accurate and current information about yourself - including, where requested, your correct name, address, and any other requested details. If you are asked for, and provide, details of a bank account, into which you wish to receive payments (your Cashback Cashout Method), you
 - 3.2.1 must ensure that you are, and remain, fully entitled to use that Cashback Cashout Method,
 - 3.2.2 confirm that you wish to receive Cashback through that Cashback Cashout Method, and
 - 3.3.3 ensure that the details of that Cashback Cashout Method are, and continue to be, accurate. You should keep this information updated through your Account.
- 3.3 Our Privacy Policy contains important information on how we deal with your personal information you provide through your Sodexo Account, including information derived from activity through your Cashback Cashout Method.
- 3.4 Note that your Cashback Cashout Method may have rules about the maximum or minimum payment that you can receive through that Cashback Cashout Method.

Important: You must ensure that the email address we hold for you is kept up-to-date and that you have full access to it – Quidco may send you important messages there. If you change email address, then you must change the address we hold for you so Quidco can be notified. For the avoidance of any doubt, we will not be sending any email to you.

4. Cashback

- 4.1 After an Account Holder successfully completes a Qualifying Transaction, and once we have received the Referral Fee for that Qualifying Transaction, we pass the related Cashback on to the Account Holder through his/her Cashback Receipt Method when the Account Holder requests payment of that Cashback.
- 4.2 Please note that there are various circumstances in which a transaction with a retailer may not constitute a Qualifying Transaction, and Cashback may not result from it. Quidco's [help pages](#) provide further information about these circumstances.
- 4.3 There are various circumstances in which sums will not appear in an Account Holder's Balance, and will be forfeited to us, namely:

- 4.3.1 where a Referral Fee is received by us but is not attributed to a Qualifying Transaction or associated with an Account (such as where the Account Holder is not logged-in to the Sodexo Service when making the relevant purchase)
- 4.3.1 the transaction in question is cancelled after it has been entered into, for example where a purchased product is returned or a right to cancel the transaction is exercised Balance is attributed to an Account Holder or Account that has been:
 - 4.3.2 suspended by us under Clause 8 of this Agreement.
 - 4.3.3 associated with any fraudulent activity or any breach of this Agreement.
 - 4.3.4 used to make purchases on behalf of, or for the benefit of, any other person
 - 4.3.5 where a Balance is attributable to an Account that has been inactive for more than six months: an Account is inactive where the Account Holder does not log into it.

5. Intellectual Property

- 5.1 By uploading or including any material on the Sodexo Service, an Account Holder expressly grants:
 - 5.1.1 to us a non-exclusive licence (including the right to grant sub-licences) to use, reproduce and distribute that material through the Sodexo Service and any other interactive services through which we or our sub-licensee make the Sodexo Service (or a service based on the Sodexo Service) available; and
 - 5.2.2 to other Account Holders (through us, under the licence referred to in a. above), the non-exclusive, personal, non-transferable right to view the relevant material.
- 5.2 You acknowledge that all copyright, trademarks, and other intellectual property rights in and relating to the Sodexo Service (including the material which is contributed by Account Holders or retailers) are owned by, or licensed to, us. It is easy to copy material which appears on websites, but this does not mean it is legal. Therefore, no-one may copy, distribute, show in public or create any derivative work from the Sodexo Service, or any of the material which is found on the Sodexo Service unless properly licensed to do so by us.

6. Privacy policy

- 6.1 Quidco's [Privacy Policy](#) sets out details of how they handle your personal data and related matters. Given the global nature of the World Wide Web, please note that a posting on the Sodexo Service may be accessible to internet users around the world.
- 6.2 Please see link to our Privacy Policy (as may be amended from time to time) <https://www.sodexoengage.com/privacy-cookies>

7. Sodexo's Role

- 7.1 Sodexo is not a party to any transactions with retailers, and is not the seller or supplier of, and does not endorse, any of the goods or services that they make available. Thus, we do not have any of the legal obligations that apply to the sellers of those goods or services.

- 7.2.1 Accordingly, we have no control over or responsibility for:
- 7.2.1 the quality, safety, or legality of the goods or services available from retailers; or
 - 7.2.2 whether the retailer can or will supply and pass good title to any goods or services. Account Holders should exercise no lesser degree of caution in entering into transactions with retailers than they would when entering into a similar transaction elsewhere.
- 7.3 To the extent that the law permits, you release us, our agents and employees from all liability arising out of or in connection with any transactions with retailers, including (without limitation) all claims and demands relating to transactions (whether completed or uncompleted) with retailers, or goods or services offered for sale or supply, or actually sold or supplied, through or in connection with any transactions with retailers.

8. Misuse

- 8.1 We reserve the right to suspend or terminate any Account Holders access to the Sodexo Service (cash back service), or parts of it, if in our reasonable view the relevant Account Holder or Account appears to be in breach of any provision of this Agreement as well as any breach of any provision of your Employee Benefits platform. For the avoidance of any doubt, this section 8 is to be used and complied in conjunction with the Acceptable Use Policy which is available on the Employee Benefits Platform for services and as amended from time to time.
- 8.2 An Account should be used only for purchases on the Account Holder's own behalf, and not on the behalf of, or for the benefit of, any other person(s).
- 8.3 Account Holders must not enter into, or attempt to enter into, any transaction with a retailer or to endeavour to gain Cashback
- 8.3.1 by providing personal information of someone else, or a payment method which they are not entitled to use
 - 8.3.2 by deceptively or unfairly exploiting a retailer's offering, or
 - 8.3.3 in breach of any terms and conditions applied by Sodexo or the retailer to that transaction.
- 8.4 If you see or experience anything on the Sodexo Service that appears to infringe any of the above requirements, we would like you to inform us by emailing discounts@mail.support.sodexo.uk
- 8.5 Each Account Holder acknowledges that we are entitled, but not obliged, to withdraw any material, which appears - based on information received from third parties or other Account Holders - to be in breach of this Agreement.

9. Contact from third parties

- 9.1 If anyone contacts us in relation to material or transactions associated with you or your Account, then you agree:
- 9.1.2 to provide all reasonable information and assistance we may require in connection with responding to that contact; and
 - 9.1.3 to respond promptly and accurately to it, should we pass the message to you for a response.

10. Additional services

- 10.1 We or our partners may offer new or additional services through the Sodexo Service from time to time. Your use of those services may be subject to additional terms and conditions, which you must comply with. Provided that those terms are notified to you on the Sodexo Service in an appropriate manner when you agree to take those services, any failure by you to comply with a material provision of the terms governing those services will amount to a breach of this Agreement.

11. Operation of the Sodexo Service

- 11.1 We reserve the right to withdraw, modify or suspend aspects of the Sodexo Service, or the entirety of it, where we have legal, security, technical or commercial reasons to do so. We will endeavour to give you 30 days advance notice before taking such action, except where it is necessary to take earlier action for security reasons or because of technical difficulties which adversely affect the Sodexo Service. There may also be times when the Sodexo Service becomes inaccessible as a result of technical difficulties experienced by Sodexo or on the Internet; we will, however, use reasonable skill and care to overcome these difficulties where they are within our control. Please note, however, that we cannot guarantee continuous access to the Sodexo Service or any of the content that appears on it.
- 11.2 Nevertheless, we will strive to ensure that any periods of planned unavailability, which you will be informed of when you access the Sodexo Service at the relevant time, are kept to a minimum.
- 11.3 For security or other reasons, we may require you to change password or other information which facilitates access to the Sodexo Service; however, we will never ask you for your password via email, telephone, or any other means other than through your employee benefits platform. You are solely responsible for maintaining the confidentiality of your password and any additional identifying information.

12. Liability

- 12.1.1 We warrant that the Sodexo Service will be provided with reasonable care and skill with the intention of meeting our specifications for the Sodexo Service, but we cannot and do not guarantee that the Sodexo Service will meet your requirements.
- 12.1.2 Sodexo shall be liable as expressly provided in this Agreement, but shall have no other obligation, duty or liability whatsoever in contract, tort (including negligence, breach of statutory duty and any other tort) or otherwise.
- 12.1.3 Nothing in this Agreement excludes or restricts our liability for death or personal injury resulting from our negligence.
- 12.1.4 Subject always to sub-Clause. below, Sodexo shall be liable for direct loss or damage only, whether in contract, tort (including negligence, breach of statutory duty or other tort) or otherwise, and whether caused by its act or omission or that of its employees, agents or subcontractors. Sodexo's aggregate liability during any successive period of twelve months, the first of which shall be deemed to begin on the date when you obtain your Account, shall be limited to the greater of (a) £5 (five pounds sterling), in respect of that twelve-month period.
- 12.1.5 We will not be liable to you or anyone else, whether in contract, tort (including negligence, breach of statutory duty or other tort) or otherwise:
- i. for any loss of revenue, business, anticipated savings or profits, or

- ii. for any indirect, special or consequential loss, damage, costs or other claims, howsoever caused or arising, whether through non-supply or late supply of the Sodexo Service or other non-performance of this Agreement or otherwise.

12.1.6 To avoid doubt, nothing in this Clause 12 limits our obligation to pay Cashback to an Account Holder who requests the payment of his/her Balance.

12.1.7 Except as expressly stated elsewhere in this Agreement, all representations, warranties, conditions and other terms, whether express or implied (by common law, statute, collaterally or otherwise) are hereby excluded, except in the case of fraud, or where such exclusion is not permitted by law.

12.1.8 For the avoidance of doubt, Sodexo will not have liability to you or any other person in respect of material contributed by Account Holders, transactions (or non-transactions) with retailers, or any activity or communication relating to such material or transactions.

12.1.9 The provisions of this Clause 12 shall survive the termination or expiry of this Agreement.

13. Indemnity

13.1 You agree upon demand to indemnify Sodexo against and to be wholly responsible for all liabilities, claims and expenses that may arise out of or in connection with

13.1.2 any breach of this Agreement by you or through your Account, or

13.1.3 any transaction with a retailer.

14. Entire Agreement

14.1 This Agreement is intended to contain your entire agreement with us relating to the Cashback Service; we believe it to be fair and reasonable. It replaces all earlier agreements and understandings with you relating to the Sodexo Service, except for any fraud or fraudulent representation by either of us.

15. Variation

15.1 We reserve the right to change this Agreement from time to time and post the new version on the Sodexo Service. When we do so, we will post the new version of the Agreement on the Sodexo Service, and the new version of these terms and conditions will take effect, and will govern the Sodexo Service and your relationship with us:

15.1.1 commencing no less than thirty days after the date of posting (or such later date as we indicate in the relevant posting), if any of the changes is to an operative provision of this Agreement which is capable of adversely affecting you; if you do not wish to be governed by the new version of the Agreement, you may notify us on or before the date when the new version of the Agreement is to take effect, and from that date you must cease to use the Sodexo Service; or

15.1.2 immediately upon the date of posting (or such later date as we indicate in the relevant posting), if the changes are not to operative provisions, or not capable of adversely affecting

you - examples of which would include, without limitation, changes to contact details referred to, or the refinement of provisions that are already included, in this Agreement.

16. General

- 16.1 You and Sodexo are independent contractors, and no agency, partnership, joint venture or employee-employer relationship is intended or created by this Agreement. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches.
- 16.2 Any delay or failure to exercise any right or remedy under this Agreement by us shall not be construed as a waiver of that right or remedy or preclude its exercise at any subsequent time.
- 16.3 If any provision of this Agreement is deemed unenforceable or illegal, the remaining provisions will continue in full force and effect.
- 16.4 You may not assign or transfer any of your rights and/or benefits under this Agreement and you shall be the only party to this Agreement with us. We may transfer our rights and benefits at any time without prior written notice to you or consent from you. We may subcontract any of our obligations under this Agreement. Your rights will not be affected as a result of such transfer or subcontracting arrangement.
- 16.5 No third party who is not a party to this Agreement has a right to enforce any of the provisions of this Agreement, save that we, Visa and their respective affiliates may enforce any provision of this Agreement which confers a benefit or a right upon them.

17. Law

- 17.1 This Agreement, and our relationship with you and each Account Holder, is governed by the laws of England and Wales.
- 17.2 You and we each submit to the non-exclusive jurisdiction of the English courts in relation to disputes arising in connection with this Agreement.

18. Contact

- 18.1 If you need assistance, you can contact Customer Services by calling the hotline telephone number 01908 303531 (option 2) between the hours of 9.00am and 5.30pm on Monday to Friday (excluding bank holidays), by sending an email to discounts@mail.support.sodexo.uk or by writing to, Customer Care, **Sodexo Motivation Solutions, Avalon House, Breckland, Linford Wood, Milton Keynes, Buckinghamshire, MK14 6LD, England.**
- 18.2 Please note that all communications (including formal notices) under this Agreement are to be sent and received by email. For this purpose, your notices should be sent via our contact form, and we will send our notices to you at the email address you notify to use when you register as an Account Holder, as changed subsequently in your Account details.

19. Complaints Procedure

- 19.1 Complaints regarding any element of the service provided by us can be via phone, email, or writing a letter to us. Please use the contact details in point 18.1.

- 19.2 All complaints will be subject to our complaint's procedure. We will provide you with a copy of our complaint's procedure upon request and, if we receive a complaint from you, a copy of our complaint's procedure will automatically be sent to you.