

## English version

### General terms and conditions of Bizz Club

Bizz Club is a loyalty programme administered by Proximus public limited company under Belgian Public Law, hereafter Proximus.

#### A. Conditions for membership

1. Professional companies (i.e. any natural person or legal person who, for professional purposes, buys or uses products and/or services, such as, but not limited to legal persons subject to VAT, traders, artisans, liberal professions, accounting professionals and equivalent entities, ...) may be part of Bizz Club, provided they are not subject to one of the exclusion regimens in article 2 and satisfy the following cumulative conditions:

- the average amount per month of the most invoices during the last 6 months, should be at most € 2,000 (excluding VAT);
- they should be the holder of the customer account.

2. Will not be admitted to Bizz Club customers who:

1. want to subscribe after 01/06/2018
2. have only a subscription to a landline;
3. pay special rates that are not compatible with Bizz Club, such as but not limited to Corporate VPN, Volume based pricing,
4. identified by Proximus as corporate or medium enterprise profile (managed by the Enterprise Business Unit of Proximus)
5. have outstanding debts to Proximus.

3. Proximus has the right to refuse membership or to cancel an existing membership of Bizz Club to anybody who does not (or no longer) meets the conditions mentioned in articles 1 and 2.

4. In order to receive Bizz Club gifts, the members should have an address in Belgium.

5. All members signing up to the Bizz Club loyalty program must communicate their e-mail address and mobile number in their personal profile.

6. The e-mail address provided by the member of the Bizz Club loyalty program will be used as a communication channel (e.g. confirmation e-mail after the member's enrolment in the program, confirmation after exchanging points, etc.) and as the delivery address for certain gifts after exchanging points (e.g. electronic gift vouchers).

## B. Termination of Bizz Club membership / ending Bizz Club

### Termination by Proximus

7. At all times Proximus has the right, whether or not provided prior notice is given, to terminate any Bizz Club membership:

- a. if the admission conditions mentioned in articles 1 and 2 are no longer satisfied;
- b. in case of abuse;
- c. if the Bizz Club member has not exchanged any points in the past 2 years.

If Proximus should terminate Bizz Club membership, Bizz Club members have a period of 3 weeks to exchange their available points balance, as from the day Proximus has sent a notice of termination.

### Termination by the Bizz Club member himself

8. Bizz Club members have a period of 3 weeks to exchange their available points balance as from the day when they have notified (in writing, by telephone ...) Proximus of termination of the subscription that entitles the member to Bizz Club membership.

### Ending the Bizz Club

9. If Proximus should end the Bizz Club, Bizz Club members will have a period of 3 months to exchange their available points balance, as from the day Proximus has sent a notice to this effect.

## C. Bizz Club points

10. Each month Bizz Club members receive 3 "base points" based on their total Proximus invoice amount (excluding VAT).

11. "Bonus points" are points that Bizz Club members may receive based on special Proximus campaigns within max period of 2 months.

12. Bizz Club members may receive points not more than 3 times per year when buying certain mobile phones, tablets or fixed phones in a Proximus shop (inclusive web shop). The member will get 3 points per euro spent (excl. VAT). The Bizz Club member should then send a copy of his invoice to Proximus by e-mail to [Club@proximus.com](mailto:Club@proximus.com)

13. Bizz Club points will be valid for 2 years as from the day when they were allocated to the Bizz Club member. Any received points that have expired will be deducted from the Bizz Club member's points balance, 4 times per calendar year. The deductions will take place on March 31, June 30, September 30 and December 31 without any prior notice.

Also in the cases described in articles 7 to 9 where Bizz Club membership is terminated and the Bizz Club is ended, the two-year expiry period will remain in force undiminished. It cannot, therefore, be ruled out that the points received during the periods mentioned in articles 7 to 9 will be cancelled.

14. Bizz Club members have the right to contest (in writing or by telephone) the number of points allocated during a period of 30 calendar days as from the day of allocation.

15. Bizz Club members may transfer their received points or part of to another Bizz Club member via My Proximus. Each calendar year (January-December) a member may transfer a maximum of 25,000 received points.

#### **D. Exchanging points**

16. Bizz Club members may only exchange any received points providing they have no outstanding debts to Proximus.

17. Received points may not, in any case, be used as a means to pay Proximus invoices.

18. Bizz Club points can be exchanged via My Proximus on [www.proximus.be/myproximus](http://www.proximus.be/myproximus)

#### **E. Gifts**

19. Delivery terms stated by Bizz Club for gifts (goods or services for which Bizz club members may exchange their points, hereinafter called "gifts") are only an indication. Proximus always reserves the right to postpone deliveries in case of force majeure.

20. Bizz Club members should check the delivered gifts for visible shortcomings and conformity with the order immediately after receipt. Any visible shortcomings and nonconforming deliveries should be reported by the Bizz Club member (in writing or by telephone) to the Bizz Club customer service within

- 14 days after delivery for independents and small businesses up to 9 employees.
- 2 working days after delivery for large companies as of 10 employees and the public sector.

21. Hidden shortcomings should be reported by the Bizz Club member (in writing or by telephone) to the Bizz customer service within 8 weeks after delivery, failing which they will be regarded as irrevocably accepted or as being in conformity with the order.

22. If the Bizz Club member's remarks about visible and/or invisible shortcomings in, and/or any nonconformity of, the gifts appear to be well founded, Bizz Club will at its discretion replace or repair the delivered gifts or the defective parts thereof. Complaints regarding minimal differences, unavoidable defects, normal or technical, regarding quality, colour discrepancies, weight or the standard of the articles' finishing shall not be accepted.

23. Proximus disclaims any responsibility with regard to gifts. The delivered gifts are only guaranteed during the term and within the limits set by the manufacturer.

24. Certain gifts may be withdrawn from the assortment of gifts and/or replaced with equivalent gifts or can vary in points without prior notice to the Bizz Club members. In case a certain gift is withdrawn from the assortment of gifts and the member should refuse the proposed alternative for a valid and not unreasonable reason, the gift may be transferred to Proximus Loyalty 19U - Koning Albert II-laan 27 - 1030 Brussels. The points exchanged for the gift, will be recredited to the account of the Bizz Club member. Gifts available while stock lasts.

25. If the Bizz Club member should exchange any points for a free call credit top-up, this may only be used within the framework of the subscription that entitles the member to Bizz Club membership. Such free call credit top-ups can therefore not be transferred to another subscription or a Pay&Go card, not even if the above-mentioned subscription is terminated.

26. Any questions about the non-delivery of an order will only be considered as soon as the maximum delivery time of 3 weeks is exceeded. On the other hand, during a period of up to 8 weeks after an order has been placed the customer may claim any undelivered products.

27. Proximus cannot be held responsible for any additional offers made by a third party that are promoted in the delivered box (for example: cash-back offers, e-vouchers, etc.). Such offers are the sole responsibility of the companies advertising them.

## **F. Privacy**

28. Personal data provided in connection with the registration as a member and the gathered information about the use of Bizz Club will be entered into the files of Proximus (Koning Albert II laan, 27, 1030 Brussel). These data will be used for administering the membership of Bizz Club, including sending

the Bizz Club newsletter and the gifts. These data can be shared with Bizz Club partners in the scope of the Bizz Club loyalty program. For further information about the processing of personal data by Proximus, the retention period of the personal data and the way in which the Customer can exercise his rights, please refer to Proximus's privacy policy which is available on [Proximus.be/privacy](https://proximus.be/privacy).

## G. Miscellaneous

29. Proximus reserves the right to change these general terms and conditions of the Bizz Club without the Bizz Club members having any right to indemnity. If the Bizz Club members cannot agree to the changes, they should, without any further formalities, notify Proximus that they terminate their Bizz Club membership. These data may be shared with Bizz Club partners in the context of Bizz Club activities

30. In the event of any dispute only Belgian law shall apply, and only the courts in Brussels will be competent.

**For any further information please consult [www.proximus.be/bizz](https://www.proximus.be/bizz)**