

English version

General terms and conditions of Premium Club

Premium Club is a loyalty programme administered by Proximus.

A. Conditions for membership

1. A private person: any natural person or legal person who, only for non-professional purposes, buys or uses products and/or services;

Professional: 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, ...).

2. Private natural persons who are at least 18 years old, may obtain membership of Premium Club, provided they are not subject to one of the exclusion regimens in article 3 and satisfy the following cumulative conditions:

- the average amount per month of the most invoices during the last 6 months, should be at most € 2000 (excluding VAT);
- they should be the holder of the customer account.

3. Will not be admitted to Premium Club are customers who:

1. have only a subscription to a landline;
2. have only subscribed to services intended for professionals;
3. pay special rates that are not compatible with Premium Club, such as but not limited to Corporate VPN, Volume based pricing, ...;
4. are identified by means of a corporate profile;
5. have outstanding debts to Proximus.

4. Customers who satisfy all the admission conditions cumulatively may apply for membership of Premium Club via My Proximus on www.proximus.be Membership will be effective as soon as Proximus has sent a confirmation of the membership.

5. Proximus has the right to refuse membership of Premium Club to anybody who does not meets the conditions mentioned in articles 2 and 3.

6. In order to receive Premium Club letters and/or gifts, Premium Club members should have an address in Belgium. Premium Club members may contact customer service at any time in order to register their Belgian address.

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

8. The e-mail address provided by the member of the Premium 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 Premium Club membership / ending Premium Club

Termination by Proximus

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

- a. if the admission conditions mentioned in articles 2 and 3 are no longer satisfied;
- b. in case of abuse;
- c. if the Premium Club member has not exchanged any points in the past two years.

If Proximus should terminate Premium Club membership, Premium 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 Premium Club member himself

10. Premium 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 Premium Club membership.

Ending the Premium Club

11. If Proximus should end the Premium Club, Premium 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. Premium Club points

12. Premium Club members receive 3 "base points" for each € spent on their total monthly Proximus invoice amount (excl VAT)

13. "Bonus points" are points that Premium Club members may receive based on special Proximus campaigns.

14. Premium 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 Premium Club member should then send a copy of his invoice to Proximus.

- By post to Proximus Loyalty / 18U, Koning Albert II laan 27, 1030 Brussels
- Per e-mail to Club@proximus.com

15. Premium Club points will be valid for 2 years as from the day when they were allocated to the Premium Club member. Any received points that have expired will be deducted from the Premium Club member's points balance, four 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 Premium Club membership is terminated and the Premium 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.

16. Premium 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.

17. Premium Club members may transfer their received points or part thereof to another Premium Club member via My Proximus or via number 1910. Each calendar year (January-December) a member may transfer a maximum of 25,000 received points.

D. Exchanging points

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

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

20. Premium Club points can be exchanged via My Proximus on www.proximus.be

E. Gifts

21. Delivery terms stated by Premium Club for gifts (goods or services for which Premium 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.

22. Premium 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 Premium Club member (in writing or by telephone) to the Premium Club customer service within two working days after delivery.

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

24. If the Premium Club member's remarks about visible and/or invisible shortcomings in, and/or any nonconformity of, the Gifts appear to be well founded, Premium 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.

25. 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.

26. Certain gifts may be withdrawn from the assortment of gifts and/or replaced with equivalent gifts without prior notice to the Premium 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 Premium Club loyalty 18U - Koning Albert II-laan 27 - B1030 Brussel. The points exchanged for the gift, will be recredited to the account of the Premium Club member. Gifts available while stock lasts.

27. If the Premium 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 Premium 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.

28. 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.

29. The accessories/offers available for the mobile phones on the general www.proximus.be website are not always available for mobile phones listed in the catalogue of the Premium Club loyalty program. Proximus guarantees only the delivery of the device as defined in the loyalty program catalogue.

30. 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

31. Personal data provided in connection with the registration as a member and the gathered information about the use of Premium Club will be entered into the files of Proximus PLC under Belgian Public Law, Bd du Roi Albert II 27, B-1030 Brussels. These data will be used for administering the membership of Premium Club. These data can be shared with Premium Club partners in the scope of the Premium Club loyalty program.

G. Miscellaneous

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

33. 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/premiumclub**