

# MACKNADE COMMUNITY SCHEME - TERMS AND CONDITIONS

## General

1. The Macknade Community is a loyalty scheme operated by Macknade under which cardholders accumulate points on qualifying Macknade purchases, made using their Macknade Community card, which can subsequently be redeemed as a discount. These terms and conditions govern the collection and use of these points and set out the terms of the contract between Macknade and each member.
2. The normal rate to earn points is one point per whole £1 spent, although Macknade reserves the right to run promotions and offers for more points per pound and/or alter the rate. Exclusions may apply. One point entitles the cardholder to a 1p discount on future transactions.
3. These terms and conditions, together with the Macknade privacy policy, govern the entire Macknade Community scheme and any application for membership of the scheme or participation in it will be treated as acceptance of these terms and conditions. Additional terms and conditions may apply for optional elements of the scheme such as competitions, offers & prize draws. Members participating in optional elements of the scheme will be considered to have accepted the additional terms and conditions.
4. All members of the scheme must be residents of England, Scotland, Wales or the Channel Islands, aged 18 years or over. Macknade may refuse an application with no reason given.
5. Each member is entitled to one Macknade Community account only. Macknade reserves the right to refuse, merge or close additional accounts at any time and these accounts may forfeit any points accumulated.
6. Members who live at and have accounts registered at the same address may join their accounts together. When either member provides updates of information related to the joint account, they must have the consent of the other member to do so and for us to use this information in accordance with the terms & conditions of the scheme. Any changes must be explicit and in writing. Macknade cannot be held responsible for any loss to either account member as a result of the other account member providing or updating information relating to the joint account.
7. Members must keep Macknade informed of any changes to their personal or membership details. Macknade cannot be held responsible for any loss of vouchers or benefits resulting from details being out of date or inaccurate.
8. The Macknade Community card is not transferable, cannot be copied and can only be used by the member who is named and registered for the card or their joint

account holder.

9. Macknade may decline to issue, withdraw or cancel Macknade Community accounts, cards, coupons and vouchers, in whatever form, and/or remove a member from the scheme at any time where there is reasonable belief of:
  - Any breach or attempted breach of these terms and conditions and/or those relating to the optional elements of the scheme
  - Any abuse or attempted abuse of the scheme
  - Any behaviour relating to the Macknade Community that involves theft, misconduct, abusive or offensive behaviour, or supplying false or misleading information.
10. The Macknade Community card is valid in Macknade stores only. Points and offers cannot be earned or spent through the website.
11. The scheme is only for personal and consumer use. Macknade Community cards may not be used for any wholesale or business purpose.
12. Cards must be presented during the transaction. Points from previous transactions may be added when a receipt is present. This is at Macknade's discretion and only applies to receipts from the previous 12 weeks. We will annually delete any accounts that haven't been active or accrued any points after two years. Accounts that aren't used for two years and accounts with out-of-date details will be removed and any points forfeited. Members will however remain on any marketing lists, unless you have opted out or unsubscribed.
13. These terms and conditions replace all previous versions, are correct as of February 2024 and shall be governed by and construed in accordance with the laws of England, and any disputes will be decided only by the English courts in accordance with English law. Macknade reserves the right to change these terms and conditions, at any time, on reasonable notice for legal, regulatory, business or policy reasons. Members who continue to participate in the scheme following notification of such a change will be considered to have accepted the updated terms and conditions.
14. A person who is not a party to these terms and conditions shall have no right under the Contract (Rights of Third Parties) Act 1999 to enforce any term of these terms and conditions, but this shall not affect any right or remedy of a third party which exists or is available apart from that Act.
15. Due to printing lead times, the terms and conditions in store may not reflect the most recent changes. The most up to date terms and conditions can be found online at <https://macknade.com/pages/macknade-community-scheme>.

## **Cards, Vouchers, Points & Promotions**

1. The Macknade Community account, card, vouchers and points, in whatever form, are issued by and remain the property of Macknade which may, at any time, terminate the scheme or alter or amend the conditions of operation of the scheme. The Macknade Community card must be returned to Macknade on request or destroyed when no longer valid for use.
2. Macknade Community cards, vouchers and points remain the responsibility of the Macknade Community member. Macknade cannot be held responsible for any loss arising from the member failing to ensure the safe-keeping of these items. Macknade Community cards, vouchers and points cannot be transferred, bought, sold or traded in any way.
3. All vouchers are accompanied by an expiry date, beyond which they cannot be used or reissued. Coupons or vouchers that are lost or mislaid will not be reissued. Additional terms and conditions may be found on the coupons or vouchers.
4. Individual promotions may have their own terms & conditions, which will be available in-store or outlined on promotional POS. Macknade has the right to remove or change these promotions at any time.

## **Privacy and Data Protection**

By registering as a member of the Macknade Community you agree to our data protection policy. Macknade may use information about each member, including their registration details, information about the use of their Macknade Community card, purchases and any other information that the member gives Macknade.

Macknade may analyse the member's information to see how they use the Macknade Community scheme, to understand their shopping behaviour and to send the member information, offers and promotions for the products or services which are most likely to interest them.

1. Macknade asks for consent so it can send members marketing emails with the latest news and upcoming events. Members can opt out of these marketing emails when signing up to the scheme or at any time by clicking the unsubscribe link at the bottom of all marketing emails.
2. Macknade will never release a member's personal details to any company for them to use for their own mailing or marketing purposes.
3. Members of the Macknade Community Scheme can withdraw their membership at any time by emailing [enquiries@macknade.com](mailto:enquiries@macknade.com) or notifying us in writing to Macknade Food Hall, Selling Road, Faversham, ME13 8XF. All records related to the account (including any points earned) will be deleted from the system within one

month.

4. Further details of Macknade's privacy policy, which will apply to the scheme, can be found online at <https://macknade.com/policies/privacy-policy>.