

## PROXIMUS FOR YOU Program – General Terms & Conditions

The present General Terms & Conditions set out the conditions of the PROXIMUS FOR YOU Program organised by Proximus NV under public law, which operates under the trade name Proximus, hereinafter referred to as "Proximus".

The PROXIMUS FOR YOU Program can be accessed via MyProximus (web or application), after ticking a box with which you confirm to accept the present General Terms & Conditions. By accessing the PROXIMUS FOR YOU Program you become a Member of the Program (hereinafter "Members" or "Member") and the present General Terms and Conditions apply. Members are expected to be aware of the content of the present General Terms & Conditions.

### Art. 1 - Definition and Purpose

PROXIMUS FOR YOU is a program (hereinafter "Program") administrated by Proximus and accessible via MyProximus, which allows Members to enjoy advantages that might be personalized. These advantages will take the form of the following occasional offers (hereinafter "Offers"), made individually or collectively, at the sole discretion of Proximus:

**Contests:** exclusive prizes will be made available through a competition among participants.

**Deals:** access to discounts or priority benefits from third-party suppliers for specific events, services or products.

**Surprizes:** a Member can be eligible for specific gifts, based on a Member's profile of interests, at specific times. However, a member cannot derive any rights thereof, for example in regard to the nature, value or frequency of these surprizes.

### Art. 2 - Registration and Identification

To access the PROXIMUS FOR YOU Program and become a Member, you need to (create and) access your MyProximus account, where you can access the Program.

The identity of the Members is determined based on the data provided by the Members at the time of registration for their MyProximus Account.

Proximus can under no circumstances be held liable if the identification of the Members is impossible due to incorrect or incomplete data provided by the latter.

The use of false data leads to the exclusion of the Member.

The email address linked to the MyProximus account will be used as a communication channel in regard to the Program. Members accept that all communications will pass via this e-mail address.

### Art. 3 - Conditions of participation

The Program is open to all Belgian residents having reached the age of 18 years or older.

Being a customer of Proximus is not mandatory, but some Offers will only be available to Residential and Small Enterprise customers of Proximus (hereinafter "Customer"). For each of the Offers that will be part of the Program, Proximus will determine the eligibility criteria.

If you are a Proximus Customer, the cancellation of your Proximus products will not lead to the termination of the PROXIMUS FOR YOU membership.

Anyone who participates to the Program, without meeting the conditions of participation automatically loses his right to a Reward, without compensation or recourse.

#### **Art. 4 – Rewards**

Rewards mean all the gains (prizes won with a contest, discounts, priority benefits, gifts...) that are obtained via the Offers.

The Rewards cannot be divided and must be accepted as is. They are personal and therefore not transferable. They cannot be sold or exchanged for cash or something else.

If the Rewards concern objects with a consumer goods warranty, such as electrical or electronic devices, a possible warranty claim needs to be exercised directly with the manufacturer or importer. Proximus does not provide any warranty or other guarantee relating to a Reward.

The participant may be asked to be available at a specific time for the delivery of the Reward or to pick up the Reward. This condition will be mentioned on the page of the Offers. If the Member does or cannot comply with this or other required formalities within the prescribed period, the Member is forfeited his right to the Reward and the Reward may be granted to another participant, without any right of recourse or compensation.

#### **Art. 5 – Offers: Contests, Deals and Surprises**

##### **Art. 5.1. – Contests**

All contests are subject to contest rules. These rules will be made available upon the dedicated webpage of the specific contest. Participation to a contest presupposes the unconditional acceptance of the applicable contest rules by the participants. No dispute in this matter will be accepted.

##### **Art. 5.2. – Deals**

Deals can be limited in availability, in which case they will be offered on a “first come first serve” basis.

With the Deals, Proximus offers reductions or priority advantages on products or services offered by third-party companies with the aim of promoting the brand Proximus and building Member loyalty. Proximus cannot be held liable for the products and services from these Deals in any way. Members should contact the supplier of the service/manufacturer of the product for all complaints related to the ordering, delivery or usage of the purchased product/service.

Specific rules and conditions apply to all Deals, such as for example, the applicability of an expiration date or duration of the Deal. Acquiring a deal may also be subject to certain conditions, such as for example the need for a minimum purchase or the applicability a maximum amount of orders, etc. These conditions will be specified on the description page of the specific Deal.

##### **Art. 5.3. – Surprises**

Specific rules and conditions apply to all Surprises, such as for example, the applicability of an expiration date or duration of the Surprise. Acquiring a Surprise may be subject to certain conditions, such as for example the need for a minimum purchase, the availability in specific points of sale... These conditions will be communicated to the Member.

Any Surprise that is linked to the purchase of a Proximus product or service (for example a Surprise in regard to TV content requires a TV subscription, a Surprise in regard to mobile content requires a mobile subscription, ...) will only be valid for the duration of the purchase. In case of cancellation of any product or service, the dependent Surprise, will also be cancelled. Surprises cannot be transferred to another Proximus product or service of the Member.

#### **Art. 6 – Liability**

To the extent permitted applicable by law, Proximus shall not be liable for any claims, penalties, loss, damage or expenses whatsoever arising out or relating to a Reward or to the participation to the Program, including, without limitation, special, consequential, incidental, punitive, direct, indirect, material, immaterial or physical damage, accidents or death.

In the event a Reward is being sent to the Member, Proximus is not responsible for any shortcomings of the post office and/or delivery companies (delay, damage, strike, loss or other) .

Also, Proximus is not liable 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 company's advertising them.

Proximus is not responsible for the non-delivery of a Reward if the participant has provided insufficient, incomplete or incorrect contact information during participation or registration.

If the Reward consists of a ticket to a concert, film or event, the winner will not be entitled to any form of compensation in the event of cancellation.

Proximus cannot be held responsible if the different Offers must be modified, suspended or cancelled due to force majeure or circumstances beyond its control.

Any participation in the Program implies acceptance of the characteristics specific to the Internet, in particular concerning the technical capacities and response time when consulting, questioning, transferring information, the risks of interruption and, more specifically, the risks inherent in any connection to/transmission via the Internet, the absence of protection of certain data against possible theft and the risks of contamination by possible viruses circulating on the Internet. No complaints can be made to Proximus regarding these risks.

Nothing in these General Terms & Conditions excludes Proximus's liability for its own intent or for any other form of liability that cannot be excluded or limited under applicable mandatory law.

#### **Art. 7 - Termination of the Program and exclusion**

Proximus can terminate the Program at any time, upon simple notification to the client via e-mail, without any notice period nor compensation. In case of termination of the Program, all benefits already acquired will be conserved by the users, and ongoing Offers will be honoured until their completion.

In case of fraud, abuse (for example contest participation by means of a script etc.), bad faith and/or non-compliance with the present or other Proximus general terms & conditions, Proximus has the right to take appropriate administrative and/or legal action, exclude members from the Program, terminate memberships and close accounts. In such case a Member must return all Rewards that have been granted to him upon simple request of Proximus.

#### **Art. 8 – Modification of the General Terms & Conditions**

Proximus is authorized to amend these General Terms & Conditions at any time. In that case Proximus shall inform the Members thereof via e-mail and will specify the effective date as from when the amended General Terms and Conditions will apply. If no date is specified, the amendments shall apply as soon as a Member is informed or becomes aware of the amendments. However, the old General Terms & Conditions will remain in force for the ongoing Offers at that time.

#### **Art. 9 Miscellaneous**

In the event that any provision(s) of these General Terms and Conditions shall be held invalid or unenforceable by a court of competent jurisdiction or by any future legislative or administrative action, such holding or action shall not negate the validity or enforceability of any other provisions hereof. Such invalid or unenforceable provision shall be replaced with a provision which accomplishes - to the best possible extent - the original purpose of such provision.

#### **Art. 10 - Personal data**

Personal data processed will be processed in conformity with Proximus' privacy policy, available at [www.proximus.be](http://www.proximus.be), which informs the Member how to adjust his privacy settings via MyProximus.

#### **Art. 11 – Disputes**

All disputes that might arise from the PROXIMUS FOR YOU Program shall be governed by Belgian law.

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