

humanHi SELECT Card™ - Terms & Conditions of Card Usage

IMPORTANT: THESE TERMS AND CONDITIONS (“TERMS”) GOVERN THE USE OF YOUR HUMANHI SELECT CARD AND BY APPLYING TO REGISTER FOR AN HUMANHI SELECT CARD OR USING AN HUMANHI SELECT CARD OR VOUCHERS CONNECTED WITH THE HUMANHI SELECT CARD YOU AGREE TO THESE TERMS. PLEASE READ THESE TERMS CAREFULLY AND KEEP A COPY FOR FUTURE REFERENCE. PLEASE NOTE IN PARTICULAR THE TERMS GOVERNING LOSS, THEFT OR DAMAGE TO YOUR HUMANHI SELECT CARD (SECTION 4) AND THE LIMITATIONS ON OUR LIABILITY TO YOU (SECTION 8).

HumanHi Limited reserves the right to add to, amend or waive these Terms at any time on reasonable notice to you. Please see Section 7 for further details.

You can apply for an HumanHi SELECT Reward Card if you live anywhere on Planet Earth and you are a human being.

1. YOUR HUMANHI SELECT CARD

1.1 HumanHi SELECT Cards (“Cards”) are issued by humanHi Limited (publishers of the humanHi Magazine), a company registered in England and Wales (company number 6551180), with registered address 204 High Street, Offord, Cluny, St. Neots, Cambridgeshire, PE19 5RT (“HumanHi SELECT”).

1.2 Your Card and any vouchers issued from it are for your own personal use only and may not be used for any commercial purpose (including but not limited to resale) without HumanHi SELECT’s prior written consent. Your Card is not a cheque guarantee, credit or debit card and no interest or any other earnings will accrue or be credited to you in connection with it. Please treat your Card and vouchers as carefully as you handle your cash. Subject to these Terms, HumanHi SELECT cannot be held liable for lost, stolen or damaged Cards or vouchers. If your Card is lost, stolen or damaged, you will only be able to replace it if you have a current and valid registration of that Card with us and you follow the reporting procedures set out below (see Section 4).

1.4 Your vouchers will have an expiry date printed on them and must be used by this date.

2. HOW TO OBTAIN, REGISTER AND USE YOUR CARD

2.1 You can order a Card online from the humanHi website at www.humanHi.com/select . Alternatively, Cards may be periodically distributed by humanHi SELECT Card merchandisers or by such other means as HumanHi SELECT may determine.

2.2 Follow the simple instructions on the registration page on the HumanHi website and have a valid credit or debit card available to purchase your humanHi SELECT card. humanHi SELECT will then post it to the address submitted by you on the registration page. Please allow 30 working days for delivery of your Card. Vouchers can be downloaded from the website when such offers are available.

2.3 Once you receive your validated Card you can use your Card at any retailer or street vendor who displays the humanHi SELECT Card symbol HUMANHI SELECT CARD™. Your Card can be used by presenting it at any participating retailer or by entering your card number when using online.

2.4 For a list of the retailers and locations at which you can use your HumanHi SELECT Card, please go to www.humanHi.co.uk/select HumanHi SELECT reserves the right to increase or reduce the numbers of such retailers and locations in its absolute discretion.

3. LOST, STOLEN OR DAMAGED CARDS

You are responsible for all transactions in connection with your Card or vouchers, including any unauthorised transactions. Please do treat them as carefully as you would cash. If you do lose your Card, or it is stolen or damaged, you must contact us immediately by using the [report your card lost/stolen](http://www.humanHi.com/select) form at www.humanHi.com/select . HumanHi SELECT can only protect the unauthorised use of your Card from the moment you submit this form. You will be charged £2 for a replacement humanHi SELECT card.

Once satisfied, HumanHi SELECT may send a replacement Card. Please allow at least 5 working days for the delivery of your replacement Card.

4. DATA PROTECTION

4.1 When information is collected from you, you will be told if HumanHi SELECT would like to send you information about our products or services. HumanHi SELECT will give you the

opportunity to tell them that you do not wish to receive such information when you register online. If you do not object to receiving material at the time, but subsequently change your mind, you may communicate this at any time by emailing SELECT@humanHi.com

4.2 If HumanHi SELECT wishes to share your data with third parties for marketing purposes, they will again tell you about this and only do so if they get your consent. Again, you may tell them at any time that you no longer agree to your details being shared with third parties for marketing purposes by using the contact details above.

4.3 A copy of the HumanHi SELECT Privacy Policy is available on the HumanHi website at www.humanHi.com/select.privacy . Please read this document so that you understand how we may use information about you.

4.4 You must notify HumanHi SELECT promptly via the contact details above if any of your registration information changes.

5. COMPLAINTS

5.1 Please contact the HumanHi SELECT Card Careline using the contact details below if you have any complaint or query regarding your HumanHi SELECT Card. Please notify HumanHi SELECT immediately via the contact details below if you spot any irregularities with your Card account or if you have any trouble using your Card. humanHi SELECT Card Careline 0845 6129 555 Email: SELECT@humanHi.com or write to us at humanHi SELECT, 204 High Street, Offord, Cluny, St. Neots, Cambridgeshire, PE19 5RT ("HumanHi SELECT").

6. CHANGES TO THESE TERMS AND CANCELLATION OF YOUR CARD

6.1 HumanHi SELECT reserves the right to amend, add to or delete any of these Terms at any time (including any rights or obligations granted under them) on notice to you. Such notice may be effected by email to the current address registered with us (providing your registration is still valid) and also by posting the amended Terms on the HumanHi website at www.humanHi.com. The date of effect of such amendment will be as stated in the notice (if applicable) or at the moment of posting of the notice on the website or emailing it to you. If you reject the amendments, HumanHi SELECT reserves the right to cancel your Card or vouchers. Use of your Card or vouchers following a period of 30 days will in any event be deemed as acceptance by you of the relevant amendments.

6.2 HumanHi SELECT reserves the right to suspend or cancel your Card and Card or voucher account or to terminate or limit any of your rights under these Terms in its reasonable discretion if it deems that your registration for or use of the Card or vouchers is in any way fraudulent or unauthorised. If for any reason HumanHi SELECT deems it necessary to suspend or cancel your account or terminates or limit your rights under these Terms without due cause, then HumanHi SELECT reserves the right not to refund you an amount equivalent to the monetary value of the credits you may have at the point of such suspension or cancellation without further liability to you.

7. DISCLAIMERS AND LIMITS OF LIABILITY

7.1 HUMANHI SELECT AND ITS AFFILIATES MAKE NO REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO HUMANHI SELECT CARDS OR VOUCHERS, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

7.2 HUMANHI SELECT AND ITS AFFILIATES WILL HAVE NO LIABILITY UNDER THESE TERMS IN CONTRACT, TORT OR OTHERWISE (INCLUDING NEGLIGENCE AND BREACH OF STATUTORY DUTY) FOR ANY LOSS OF PROFITS, GOODWILL OR BUSINESS OPPORTUNITY (IN EACH CASE WHETHER DIRECT OR INDIRECT) OR FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS (WHETHER OR NOT REASONABLY FORESEEABLE) AND EVEN IF IT OR ITS AFFILIATES HAD BEEN ADVISED OF INCURRING THE SAME.

7.3 THE LIABILITY OF HUMANHI SELECT AND ITS AFFILIATES WHETHER IN CONTRACT, TORT OR OTHERWISE (INCLUDING NEGLIGENCE AND BREACH OF STATUTORY DUTY) HOWSOEVER ARISING OUT OF OR IN CONNECTION WITH THESE TERMS SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE EQUIVALENT MONETARY VALUE OF ANY CREDITS THEN REMAINING ON YOUR ACCOUNT.

7.4 SUBJECT TO THESE TERMS, IN NO EVENT SHALL HUMANHI SELECT OR ITS AFFILIATES HAVE ANY LIABILITY FOR UNAUTHORISED USE, THEFT, DAMAGE OR DESTRUCTION OF AN HUMANHI SELECT CARD OR OF VOUCHERS THROUGH ACCIDENT, MISUSE, OR FRAUDULENT MEANS BY YOU OR ANY THIRD PARTY, OR AS

A RESULT OF ANY CIRCUMSTANCES BEYOND THE REASONABLE CONTROL OF HUMANHI SELECT.

7.5 NOTHING IN THESE TERMS SHALL EXCLUDE OR IN ANY WAY LIMIT THE LIABILITY OF ANY PARTY FOR FRAUD, OR FOR DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE, OR ANY OTHER LIABILITY TO THE EXTENT SUCH LIABILITY MAY NOT BE EXCLUDED OR LIMITED AS A MATTER OF LAW.

8. MISCELLANEOUS

8.1 Assignment

HumanHi SELECT may assign all or part of its agreement with you without notice to you. In such event, HumanHi SELECT shall be released from all liability under these Terms but HumanHi SELECT shall procure that any assignee shall have the same rights and obligations under these Terms. Headings within these Terms are for ease of reference only and do not affect their interpretation.

8.2 Entire agreement

This agreement constitutes the entire agreement between you and HumanHi SELECT and supersedes all previous agreements or proposals (whether written or oral). This agreement shall prevail over any inconsistent terms and conditions in any other agreement between you and HumanHi SELECT or referred to in correspondence or elsewhere and any conditions or stipulations to the contrary are hereby excluded and extinguished.

8.3 Severability

If any provision of these Terms is found to be invalid or unenforceable for any reason then such invalidity or unenforceability shall not affect the other provisions of these Terms, which shall remain in full force and effect.

8.4 Waiver

The failure of either you or HumanHi SELECT to enforce or to exercise at any time or for any period any terms of or any right pursuant to this agreement shall not be construed as a waiver of any such term or right and shall in no way affect that party's right later to enforce or exercise it.

9. GOVERNING LAW

This agreement shall be governed by and construed in accordance with the law of England. Both you and HumanHi SELECT irrevocably agree to submit to the exclusive jurisdiction of the Courts of England over any claim or matter arising under or in connection with this agreement or the legal relationships established by this agreement.

10. ENQUIRIES OR QUESTIONS

If you have any questions regarding this HumanHi SELECT Card Account Terms of Use and Agreement, or your HumanHi SELECT Card or vouchers, please email our Customer Care Team at SELECT@humanHi.com or call 0845 6129 555 or by post at humanHi SELECT 204 High Street, Offord, Cluny, St. Neots, Cambridgeshire, PE19 5RT ("HumanHi SELECT").