

SmartCare Loyalty Scheme Full Terms & Conditions

INTRODUCTION

1. The SmartCare Loyalty Scheme terms and conditions are set out below. These terms and conditions can be found at www.smartcarerewards.co.uk and govern the SmartCare Loyalty Scheme.
2. The SmartCare Loyalty Scheme is provided by Whirlpool UK Appliances Limited (company number 00106725, with its registered office at Morley Way, Peterborough PE2 PJB).
3. Please note that by connecting to the Smartcare Loyalty scheme website at www.smartcarerewards.co.uk (the "Website"), you will be deemed to have accepted these terms and conditions which govern the SmartCare Loyalty Scheme as referenced in paragraph 1 above.
4. Under the SmartCare Loyalty Scheme Whirlpool UK Appliances Limited awards electronic rewards ("SmartCare Rewards") to individual customers. The SmartCare Rewards issued are linked to: (a) the price of a Whirlpool, Indesit or Hotpoint Protection Plan at the date of purchase from Domestic & General Services Limited ("Protection Plan"); (b) the price of a Whirlpool, Indesit or Hotpoint Maintenance & Support Plan at the date of purchase from Domestic & General Services Limited ("Maintenance & Support Plan"); or (c) the price of a Whirlpool, Indesit or Hotpoint Insurance Policy at the date of purchase from Domestic & General Insurance PLC ("Insurance Policy") (a Protection Plan, a Maintenance & Support Plan and an Insurance Policy each being referred to as a "D&G Plan" below).
5. For D&G Plans with a fixed duration (e.g. three years), SmartCare Rewards for the entire initial duration will be issued by Whirlpool UK Appliances Limited following the start date of the D&G Plan, with the number of SmartCare Rewards issued by Whirlpool UK Appliances Limited being equivalent to the "Total Cost" (total price to be paid) for your D&G Plan (excluding any excess payments, if applicable).
6. For D&G Plans with no fixed duration (which continue until they are cancelled or terminated), SmartCare Rewards will be issued annually by Whirlpool UK Appliances Limited on or around the anniversary of the start date of the D&G Plan, with the number of such SmartCare Rewards being equivalent to the Total Cost for the next 12 months on the D&G Plan (excluding any excess payments, if applicable).
7. In each case, this excludes the value of any D&G Plan purchased before 1st August 2015.
8. Individual customers with valid SmartCare Rewards ("Qualifying Customers") will be able to use their SmartCare Rewards against the purchase of any appliance available on the www.smartcarerewards.co.uk website, subject to the terms and conditions of the SmartCare Loyalty Scheme.

ELIGIBILITY FOR THE SCHEME

1. SmartCare Rewards are only available for individual customers who have a D&G Plan in force.
2. As a reward for purchasing a Whirlpool, Indesit or Hotpoint D&G Plan, each Qualifying Customer will receive electronic SmartCare Rewards (which are provided by Whirlpool UK Appliances Limited).
3. Participation in the SmartCare Loyalty Scheme is for the personal use of Qualifying Customers only and may not be used for any business purpose of any kind.
4. All Qualifying Customers must be resident in the UK and aged 18 years or older.
5. SmartCare Rewards cannot be transferred, bought, sold or in any other way traded by Qualifying Customers. No cash alternative will be offered.

RECEIVING SMARTCARE REWARDS

1. SmartCare Rewards will be issued by Whirlpool UK Appliances Limited to a personalised online SmartCare Rewards Account at www.smartcarerewards.co.uk. This account can be accessed by the Qualifying Customer by logging on to www.smartcarerewards.co.uk with the D&G Plan number and postcode.
2. SmartCare Rewards will be credited by Whirlpool UK Appliances Limited to a Qualifying Customer's Reward Account for each D&G Plan purchased or renewed on or after 1st August 2015. SmartCare Rewards will be applied to the SmartCare Rewards Account in full by Whirlpool UK Appliances Limited within two (2) working days of the date of purchase of a new Protection Plan, and: (a) for D&G Plans with a fixed duration, within two (2) working days of the date of renewal of an existing Protection Plan; and (b) for D&G Plans with no fixed initial duration (which continue until they are cancelled or terminated), within two (2) working days of each anniversary of the start date of the D&G Plan, in each case whether the D&G Plan is paid in full or in instalments.

3. Qualifying Customers are solely responsible for ensuring that their D&G Plans (if more than one is purchased) are purchased using the same name and address. All D&G Plans purchased with the same customer name and address ("Customer Details") will have SmartCare Rewards credited to one account. These SmartCare Rewards can be used together. If Customer Details held by Domestic & General Services Limited, Domestic & General Insurance PLC and/or Whirlpool UK Appliances Limited are different, then SmartCare Rewards will be credited to separate accounts (which cannot be redeemed cumulatively).
4. Whirlpool UK Appliances Limited, as the provider of SmartCare Rewards, have no obligations to issue or credit SmartCare Rewards for purchases other than as set out in these terms and conditions.

REDEEMING SMARTCARE REWARDS

1. SmartCare Rewards can only be redeemed online through the website www.smartcarerewards.co.uk (this website is operated solely by Whirlpool UK Appliances Limited).
2. **Please note that SmartCare Rewards may only be redeemed against appliances available on the website www.smartcarerewards.co.uk.** Whirlpool UK Appliances Limited does not provide any guarantee as to the availability of specific appliances or models on the website.
3. Qualifying Customers may only redeem SmartCare Rewards against a certain maximum percentage of the overall cost of an appliance made available for purchase on the website www.smartcarerewards.co.uk. This maximum percentage varies by appliance. The percentage will not be less than 10% or more than 50% of the appliance's value.
4. If a Qualifying Customer does not have a D&G Plan in force, they will not have access to their SmartCare Rewards Account (the online account where details of the Qualifying Customer's SmartCare Rewards are set out).
5. Qualifying Customers are under no obligation whatsoever to redeem SmartCare Rewards at any time.
6. In the event that you wish to claim your SmartCare Rewards and it is agreed with Whirlpool UK Appliances Limited, in advance of the purchase of the appliance, that Whirlpool UK Appliances Limited are not in a position to deliver your appliance, we will permit you to purchase the exact model of the appliance from your local retailer, at their standard retail price. You will have to pay them and claim the monies equivalent to your Smartcare Rewards and any standard delivery costs back from Whirlpool UK Appliances Limited. Please ensure that you keep and send a copy of your receipt (proof of purchase) to us. The cash sum equivalent to the SmartCare Rewards will be paid to you within 10-14 days of receiving your receipt (proof of purchase).

SMARTCARE REWARDS BECOMING VOID

1. In the event that a Qualifying Customer terminates or cancels a D&G Plan for any reason, the Qualifying Customer may not be entitled to redeem SmartCare Rewards issued in respect of the cancelled D&G Plan and any already issued/credited SmartCare Rewards may become void.
2. SmartCare Rewards may also become void where Domestic & General Services Limited or Domestic & General Insurance PLC cancel a Qualifying Customer's D&G Plan in accordance with the terms of the D&G Plan.
3. Whirlpool UK Appliances Limited may also decline to issue/credit, void or cancel SmartCare Rewards in the following circumstances:
 - i. it has a reasonable belief of dishonesty and/or abuse or attempted abuse of the SmartCare Loyalty Scheme; and/or
 - ii. it has a reasonable belief of breach or attempted breach of these terms and conditions.

LIMITS, EXCLUSIONS AND CAPS ON OUR LIABILITY

1. If Whirlpool UK Appliances Limited fail to comply with these terms and conditions, they will only be responsible for loss or damage Qualifying Customers' suffer that is a foreseeable result of Whirlpool UK Appliances Limited's breach of these terms and conditions and/or their negligence. Whirlpool UK Appliances Limited is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of a breach or if they were contemplated by the Qualifying Customer and Whirlpool UK Appliances Limited at the time the SmartCare Loyalty Scheme was launched.
2. Whirlpool UK Appliances Limited only provide the SmartCare Loyalty Scheme for domestic and private use and will therefore have no liability to Qualifying Customers for any loss of profit, loss of business, business interruption or loss of commercial opportunity under these terms and conditions.

3. Whirlpool UK Appliances Limited's maximum aggregate liability under these terms and conditions is limited, in respect to each Qualifying Customer, to the value of SmartCare rewards credited to their online account.
4. By participating in the SmartCare Loyalty Scheme, all Qualifying Customers acknowledge that notwithstanding the redemption of SmartCare rewards, all contracts entered into for the supply of Whirlpool, Indesit and/or Hotpoint products from the website www.smartcarerewards.co.uk will be between Qualifying Customers and Whirlpool UK Appliances Limited. On the basis that neither Domestic & General Services Limited or Domestic & General Insurance PLC will not be party to such contracts or the SmartCare Loyalty Scheme, neither Domestic & General Services Limited or Domestic & General Insurance PLC is a party to the SmartCare Loyalty Scheme and accept no liability whatsoever for the purchase or supply of such products or any other liabilities whatsoever under the SmartCare Loyalty Scheme.

OTHER IMPORTANT TERMS

1. Whirlpool UK Appliances Limited may make changes to these terms and conditions at any time (including termination of the scheme altogether).
2. Whirlpool UK Appliances Limited's obligations under these terms are subject to English law and the non-exclusive jurisdiction of the English courts.
3. A person who is not a party to these terms & conditions shall have no right under the Contracts (Rights of Third Party) Act 1999, but this shall not affect any right or remedy of a third party which otherwise exists or is available.
4. Further information on the SmartCare Loyalty Scheme can be found by contacting Whirlpool on 0800 151 0907.

SmartCare Loyalty Scheme (WPRO Redemption) Terms and Conditions

INTRODUCTION

1. The SmartCare Loyalty Scheme (WPRO Redemption) terms and conditions are set out below. These terms and conditions can be found at www.smartcarerewards.co.uk and govern the SmartCare Loyalty Scheme (WPRO Redemption) ('Scheme').
2. The Scheme is provided by Whirlpool UK Appliances Limited (company number 00106725, with its registered office at Morley Way, Peterborough PE2 9JB).
3. By connecting to the SmartCare Rewards website at www.smartcarerewards.co.uk (the "Website"), you will be deemed to accept these terms and conditions which govern the Scheme.
4. Under the Scheme Whirlpool UK Appliances Limited awards WPRO Care Kits to individual customers. The WPRO Care Kits issued are linked to: (a) the purchase of a Whirlpool, Indesit or Hotpoint Protection Plan at the date of purchase from Domestic & General Services Limited or Domestic & General Insurance PLC ("Protection Plan") and (b) incentive initiatives organised and run by Domestic & General Services Limited or Domestic & General Insurance PLC or Whirlpool UK Appliances Limited, from time to time.

ELIGIBILITY FOR THE SCHEME

1. WPRO Care Kit redemption is only available for eligible customers who have a live qualifying Whirlpool, Indesit or Hotpoint Protection Plan (Qualifying Customers). This will be confirmed in the plan document.
2. Qualifying Customers will be notified, in writing, by Domestic & General Services Limited or Domestic & General Insurance PLC or Whirlpool UK Appliances Limited, that a WPRO Care Kit redemption has been issued.
3. WPRO Care Kit redemption is for the personal use of Qualifying Customers only and may not be used for any business purpose of any kind and can only be sent to the registered address on the Whirlpool, Indesit or Hotpoint Protection Plan.
4. All Qualifying Customers must be resident in the UK and aged 18 years or older.
5. WPRO Care Kits cannot be transferred, bought, sold or in any other way traded by Qualifying Customers. No cash alternative will be offered.

RECEIVING WPRO CARE KITS

1. WPRO Care Kit redemptions will be issued by Whirlpool UK Appliances Limited to a personalised online SmartCare Loyalty Scheme Account at the Website. This account can be accessed by the Qualifying Customer by logging on to the Website with the Whirlpool, Indesit or Hotpoint Protection using the Plan number and postcode.
2. A WPRO Care Kit will be credited by Whirlpool UK Appliances Limited to a Qualifying Customer's Scheme account for each live qualifying Whirlpool, Indesit or Hotpoint Protection Plan purchased or renewed on or after 1st May 2018. The WPRO Care Kit will be applied to the Scheme Account in full by Whirlpool UK Appliances Limited within two (2) working days of the date of purchase of a qualifying Whirlpool, Indesit or Hotpoint Protection Plan or within (2) working days of customers being notified, in writing, by Domestic & General Services Limited or Domestic & General Insurance PLC or Whirlpool UK Appliances Limited, that a WPRO Care Kit redemption has been issued.
3. Whirlpool UK Appliances Limited, as the provider of WPRO Care Kits, has no obligation to issue or credit Schemes for purchases other than as set out in these terms and conditions.

REDEEMING WPRO CARE KITS

1. WPRO Care Kits can only be redeemed online through the Website.
2. Please note that WPRO Care Kits may only be redeemed against the WPRO products available on the Website. Whirlpool UK Appliances Limited does not provide any guarantee as to the availability of specific products on the Website or the WPRO products available in the WPRO Care Kit redemption.

3. If a Qualifying Customer does not have a live Whirlpool, Indesit or Hotpoint Protection Plan number, they will not have access to their Scheme account (the online account where details of the qualifying customer's SmartCare rewards are set out).
4. Qualifying Customers are under no obligation whatsoever to redeem the WPRO Care Kits.

SMARTCARE REWARDS BECOMING VOID

1. In the event that a Qualifying Customer terminates or cancels a plan for any reason, the Qualifying Customer may not be entitled to redeem a WPRO Care Kit issued in respect of the cancelled plan and any already issued/credited WPRO Care Kits may become void.
2. WPRO Care Kit redemptions may also become void where Domestic & General Services Limited or Domestic & General Insurance PLC cancel a Qualifying Customer's D&G Plan in accordance with the terms of the D&G Plan.
3. Whirlpool UK Appliances Limited may also decline to issue/credit, void or cancel SmartCare Rewards in the following circumstances:
 - i. it has a reasonable belief of dishonesty and/or abuse or attempted abuse of the Scheme; and/or
 - ii. it has a reasonable belief of breach or attempted breach of these terms and conditions.

LIMITS, EXCLUSIONS AND CAPS ON OUR LIABILITY

1. If Whirlpool UK Appliances Limited fails to comply with these terms and conditions, they will only be responsible for loss or damage that the Qualifying Customers' suffer that is a foreseeable result of Whirlpool UK Appliances Limited's breach of these terms and conditions and/or their negligence. Whirlpool UK Appliances Limited is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of a breach or if they were contemplated by the Qualifying Customer and Whirlpool UK Appliances Limited at the time the SmartCare Loyalty Scheme was launched.
2. Whirlpool UK Appliances Limited only provide the Scheme for domestic and private use and will therefore have no liability to Qualifying Customers for any loss of profit, loss of business, business interruption or loss of commercial opportunity under these terms and conditions.
3. Whirlpool UK Appliances Limited's maximum aggregate liability under these terms and conditions is limited, in respect to each Qualifying Customer, to the value of WPRO Care Kit credited to their online account.
4. By participating in the Scheme, all Qualifying Customers acknowledge that notwithstanding the redemption of SmartCare rewards, all contracts entered into for the supply of Whirlpool, Indesit and/or Hotpoint products from the Website will be between Qualifying Customers and Whirlpool UK Appliances Limited. On the basis that neither Domestic & General Services Limited or Domestic & General Insurance PLC will be party to such contracts or the Scheme, neither Domestic & General Services Limited or Domestic & General Insurance PLC accept any liability whatsoever for the purchase or supply of such products or any other liabilities whatsoever under the Scheme.

OTHER IMPORTANT TERMS

1. Whirlpool UK Appliances Limited may make changes to these terms and conditions at any time (including termination of the Scheme altogether).

2. Whirlpool UK Appliances Limited's obligations under these terms are subject to English law and the exclusive jurisdiction of the English courts.
3. A person who is not a party to these terms & conditions shall have no right under the Contracts (Rights of Third Party) Act 1999, but this shall not affect any right or remedy of a third party which otherwise exists or is available.
4. Further information on the Scheme can be found by contacting Whirlpool on 0800 151 0907