

Drive Programme Specific Terms and Conditions

1. Introduction

When you become a Drive member, you will be entitled to earn and redeem points against Call to Actions, subject to the rules of the programme (the "Rules").

2. Definitions

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| 2.1. Account | An individual or Company's Drive login. |
| 2.2. Individual | Means the individual who can earn the points on behalf of the company. |
| 2.3. Company | The individual who holds the company account. |
| 2.4. Call to Action | The task/action set by the Vendor in order for the individual and company to earn points. |
| 2.5. Vendor | A representative from the vendor who owns the Call to Action. |

3. Participation

To participate in the programme you must comply with the terms of agreement and with these rules.

- 3.1. We may disqualify you from participating in the programme and cancel any points you have already accumulated if you fail to comply with any of the Rules.
- 3.2. An individual cannot sign up to the programme without a Company account being registered first.
- 3.3. A company account can only be set up by a senior member of the organisation.
- 3.4. Registration is by invitation only.

4. Earning Points

- 4.1. Individuals and companies will earn points when they participate in a Call to Action or attend specified Drive training workshops and courses.
- 4.2. Vendor must be present at the meeting in order to validate the meeting.
- 4.3. Points will only be made available upon completion of the meeting and on instruction of the vendor.
- 4.4. Company cannot register for meetings, and can only earn points through their individuals.
- 4.5. Company and individual will earn equal value of points.
- 4.6. From time to time an individual may be offered bonus points, this will be for a limited time only and company points will remain at the original level.
- 4.7. Points cannot be supplemented by cash in order to get a bigger reward.
- 4.8. Points cannot be purchased.

5. Information about Points

- 5.1. Through the duration of the programme there is no expiry date to the Points on your Account, however in the unlikely event that the programme ends you will be given one months notice to redeem any Points on your Accounts.
- 5.2. Your point's value is available using your Drive portal login.
- 5.3. Basic Rate of Tax and National Insurance Contributions for the individual will be covered by VADition, responsibility for the Higher Rate of Tax and National Insurance Contributions remains with the individual.
- 5.4. Company Tax and National Insurance obligations under this programme are the responsibility of the Company.

6. Redeeming your Points

- 6.1. You can only redeem points using the Drive Portal.
- 6.2. You can only redeem points against the rewards offered within the Drive Portal and Points cannot be exchanged for cash.
- 6.3. On redemption the value of your points will be deducted from your points balance within the Drive Portal.
- 6.4. If, as a result of subsequent returns or cancellations of Eligible Purchases on your Account or for other reasons, you redeem more Points than you are entitled to, the value of such Points will be due to us.
- 6.5. Once you have redeemed your Points, Points are not exchangeable or refundable.

7. Losing your Points Entitlements

- 7.1. If you breach the terms of the Agreement we may:
 - 7.1.1. Suspend your right to earn and/or redeem any Points.
 - 7.1.2. Cancel any Points you may have earned during the statement month of the breach.

- 7.2. If your Account is closed, either by you or by us for any reason, you will not be able to redeem any Points you may have accumulated.
- 7.3. Points cannot be transferred from an individual to another individual.

8. Termination

We reserve the right to terminate the Programme, or any part of it, at any time by giving 30 days' advance notice to you in writing. In these Rules, by writing we include any written communication in electronic form. Such notice will specify the date from which you will no longer be able to earn Points and the period for which Points will remain valid.

9. Changes

- 9.1. We may, from time to time, change these Rules by giving 30 days' advance notice to you in writing. Changes will be effective from the date specified in the notice. If the change is to your advantage instead of giving you advance notice we may tell you after we have made the change.
- 9.2. We may change details of the Programme which are not specified by these Rules, such as the Programme Partners, the products or services available when you redeem your Points or the Points value of such products or services, at any time without notice.

10. Vendors

We are not responsible, and assume no liability, for changes in, or discontinuance of Points or other benefits provided by Programme Partners.

11. Rewards

- 11.1. Please see individual reward for the specific terms and conditions which apply to that reward
- 11.2. Rewards are provided and distributed by Ultimate Events.
- 11.3. We are not responsible, and assume no liability, for changes in, or discontinuance of rewards provided by Ultimate Events.

12. Additional Terms and Conditions

These terms and conditions are in addition to the standard Rewards scheme terms and conditions detailed below.

General Terms and Conditions

1. Introduction

These terms and conditions govern your use of our website; by using our website, you accept these terms and conditions in full. If you disagree with these terms and conditions or any part of these terms and conditions, you must not use our website.

You must be at least 18 years of age to use our website. By using our website and by agreeing to these terms and conditions you warrant and represent that you are at least 18 years of age.

2. These terms and conditions

These terms and conditions were made using an SEQ Legal precedent created for <http://www.template-contracts.co.uk> and available on <http://www.website-law.co.uk>.

3. Licence to use website

Unless otherwise stated, we or our licensors own the intellectual property rights in the website and material on the website. Subject to the licence below, all these intellectual property rights are reserved. You may view, download for caching purposes only, and print pages from the website for your own personal use, subject to the restrictions set out below and elsewhere in these terms and conditions.

You must not:

- 3.1. Republish material from this website (including republication on another website).
- 3.2. Sell, rent or sub-license material from the website.
- 3.3. Show any material from the website in public.
- 3.4. Reproduce duplicate, copy or otherwise exploit material on our website for a commercial purpose.
- 3.5. Edit or otherwise modify any material on the website; or
- 3.6. Redistribute material from this website.

4. Acceptable use

Monday, 14 February 2011

- 4.1. You must not use our website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.
- 4.2. You must not use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.
- 4.3. You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our website without our express written consent.
- 4.4. You must not use our website to transmit or send unsolicited commercial communications.
- 4.5. You must not use our website for any purposes related to marketing without our express written consent.

5. **Restricted access**

If we provide you with a user ID and password to enable you to access restricted areas of our website or other content or services, you must ensure that that user ID and password is kept confidential. We may disable your user ID and password in our sole discretion without notice or explanation.

6. **User generated content**

- 6.1. In these terms and conditions, "your user content" means material (including without limitation text, images, audio material, video material and audio-visual material) that you submit to our website, for whatever purpose.
- 6.2. You grant to us a worldwide, irrevocable, non-exclusive, royalty-free licence to use, reproduce, adapt, publish, translate and distribute your user content in any existing or future media. You also grant to us the right to sub-license these rights, and the right to bring an action for infringement of these rights.
- 6.3. Your user content must not be illegal or unlawful, must not infringe any third party's legal rights, and must not be capable of giving rise to legal action whether against you or us or a third party (in each case under any applicable law).
- 6.4. You must not submit any user content to the website that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.
- 6.5. We reserve the right to edit or remove any material submitted to our website, or stored on our servers, or hosted or published upon our website.
- 6.6. Notwithstanding our rights under these terms and conditions in relation to user content, we do not undertake to monitor the submission of such content to, or the publication of such content on, our website.

7. **Limited warranties**

- 7.1. We do not warrant the completeness or accuracy of the information published on this website; nor do we commit to ensuring that the website remains available or that the material on the website is kept up-to-date.
- 7.2. To the maximum extent permitted by applicable law we exclude all representations, warranties and conditions relating to this website and the use of this website (including, without limitation, any warranties implied by law of satisfactory quality, fitness for purpose and/or the use of reasonable care and skill).

8. **Limitations and exclusions of liability**

- 8.1. Nothing in these terms and conditions will: (a) limit or exclude our or your liability for death or personal injury resulting from negligence; (b) limit or exclude our or your liability for fraud or fraudulent misrepresentation; (c) limit any of our or your liabilities in any way that is not permitted under applicable law; or (d) exclude any of our or your liabilities that may not be excluded under applicable law.
- 8.2. The limitations and exclusions of liability set out in this Section and elsewhere in these terms and conditions: (a) are subject to the preceding paragraph; and (b) govern all liabilities arising under the terms and conditions or in relation to the subject matter of the terms and conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.
- 8.3. We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.
- 8.4. We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.
- 8.5. We will not be liable to you in respect of any loss or corruption of any data, database or software.
- 8.6. We will not be liable to you in respect of any special, indirect or consequential loss or damage.

9. Indemnity

You hereby indemnify us and undertake to keep us indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by us to a third party in settlement of a claim or dispute on the advice of our legal advisers) incurred or suffered by us arising out of any breach by you of any provision of these terms and conditions.

10. Breaches of these terms and conditions

Without prejudice to our other rights under these terms and conditions, if you breach these terms and conditions in any way, we may take such action as we deem appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

11. Variation

We may revise these terms and conditions from time-to-time. Revised terms and conditions will apply to the use of our website from the date of the publication of the revised terms and conditions on our website. Please check this page regularly to ensure you are familiar with the current version.

12. Assignment

12.1. We may transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions without notifying you or obtaining your consent.

12.2. You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms and conditions.

13. Severability

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

14. Exclusion of third party rights

These terms and conditions are for the benefit of you and us, and are not intended to benefit any third party or be enforceable by any third party. The exercise of our and your rights in relation to these terms and conditions is not subject to the consent of any third party.

15. Entire agreement

These terms and conditions [, together with our privacy policy,] constitute the entire agreement between you and us in relation to your use of our website, and supersede all previous agreements in respect of your use of this website.

16. Law and jurisdiction

These terms and conditions will be governed by and construed in accordance with English law, and any disputes relating to these terms and conditions will be subject to the non-exclusive jurisdiction of the courts of England and Wales.

17. Our details

The full name of our company is VADition Ltd.

We are registered in England & Wales under registration number 5026942

Our registered address is Alresford House, Mill Lane, Alton, Hampshire GU34 2QJ.

You can contact us by email to drive@vadition.com