



**Terms and conditions for the
“Point S/TOYO TV Campaign and ‘Claim up to £30 off
TOYO TIRES’ promotion”**

ARTICLE 1 – PREAMBLE

Point-S UK Ltd, having its registered office at Carleton House 266 – 268 Stratford Road, Shirley, Solihull B90 3AD, (hereinafter the “Organizing Company”), has decided to organize, in the United Kingdom and in the Republic of Ireland, a television campaign, offering, for all orders via the UK National website an offer of ‘up to £30 off TOYO Tyres’, (hereinafter referred to as **“Point S/TOYO TV Campaign and ‘Claim up to £30 off TOYO TIRES’ promotion”**), available for customers in accordance with the terms and conditions set forth hereafter.

ARTICLE 2 - PURPOSE

The purpose of these Terms and Conditions is to define the rules applicable to the **“Point S/TOYO TV Campaign and ‘Claim up to £30 off TOYO TIRES’ promotion”**. Participation implies full and unconditional acceptance of these rules. Failure to comply with the conditions governing participation set forth in these rules will render participation null and void.

ARTICLE 3 – DURATION AND TERRITORY

The **“Point S/TOYO TV Campaign and ‘Claim up to £30 off TOYO TIRES’ promotion”** will take place across the four-week period starting from 1st October 2024 – 31st October 2024 inclusive, and this campaign is reserved exclusively for residents of the United Kingdom and Republic of Ireland.

The campaign includes Sky Adsmart (TV channels accessible through digital, satellite, cable, TV internet providers and VOD (Video-on-demand platform) running simultaneously from 1st October 2024 to 31st October 2024. Supported with paid digital marketing activity (meta, youtube, Google Ads and the Point S UK website) and printed point of sale materials relating to the campaign.

ARTICLE 4 – CONDITIONS GOVERNING PARTICIPATION

4.1. Participation conditions

The customers must meet the following conditions:

- Be an adult individual (which, for the purposes of this document, is defined as anyone over the age of 18 years old)
- Living in the United Kingdom or in the Republic of Ireland at the time of this campaign.

Point S Tyres (UK) Ltd,
Carleton House, 266 – 268 Stratford Road, Shirley, Solihull, West Midlands, B90 3AD
Registered in England No: 07997001 / VAT Registration No.133776501



4.2. Conditions governing participation

To participate, the customer must respect all the conditions set forth hereafter.

The offer is open to any customer who purchases Toyo tyres directly at participating Point S centres listed on the Point S website - www.point-s.co.uk between the period of the 1st of October 2024 until the 31st of October 2024 inclusive.

The customer will order TOYO tyres at a Point S centre and pay full price to the Point S retailer. After completing the purchase, the customer will complete an offer claim form via the Point S national website to redeem their level of discount up to a maximum of £30 off (see below):

- 2 x 17" tyres and above = £15 cashback
- 4 x 17" tyres and above = £30 cashback

Once the claim form is completed, this will be validated with the Point S member site and payment made within 28 days via a pre-paid mastercard. For purchases made during October 2024 (1st to 31st), customers will have until the 28th November 2024 to upload their cashback forms via the Point S UK national website.

Apart from the TOYO tyre range, all other tyre brands sold on the www.point-s.co.uk website are not eligible for **"Point S/TOYO TV Campaign and 'Claim up to £30 off TOYO TIRES' promotion"**, and therefore not eligible for the cashback mechanism offered by Point S.

ARTICLE 5 – THE CASHBACK ALLOCATION MODALITIES

The cashback offers of up to £30 off TOYO tyre purchases, will be applied retrospectively following purchase, fitting and validation with the member site.

For this, the customer wishing to claim the cashback must go to the site www.point-s.co.uk and complete the claim form available there.

The claim form must be completed by the customer, who must provide all the following information so that the pre-paid mastercard is credited with cashback correctly:

- Title
- Surname
- First name
- Address / Postcode / Town/City
- Email address
- Mobile telephone No.
- Purchase date
- Name and location of the POINT S Point of Sale where the tyres were fitted.

Any claim form not fully completed by the customer will be considered null and void and ~~and~~ entitle said customer to the cashback payment.

Being informed of all these conditions, customers expressly agree to the processing of their personal data in the context of this TV Campaign. Said consent is given by ticking a box on the entryform:

- "I acknowledge and accept all the terms and conditions of the **"Point S/TOYO TV Campaign and 'Claim up to £30 off TOYO TIRES' promotion"** and agree to the processing of my personal data for this purpose."

Customers can also agree to processing for advertising and/or promotional purposes by ticking the following box on the entry form:

- "I agree to be contacted by the Organizing Company for advertising and/or promotional purposes."

In the event that a customer does not tick the first box, the cashback can't be settled so its demand of allocation will be considered invalid, and the organizing company therefore be unable to validate the customer cashback right. In the second case, it is specified that participants are free to choose not to tick the box.

ARTICLE 6 - MISCELLANEOUS PROVISIONS

6.1 - Liability

Participants are fully responsible for their participation in this campaign.

The Organizing Company cannot be held liable if, in the event of force measure or events outside its control, (in the case of technical or IT problems etc.), disrupting the organisation and management of the **"Point S/TOYO TV Campaign and 'Claim up to £30 off TOYO TIRES' promotion"**, it must shorten, extend, postpone, modify, or cancel this campaign for TOYO tyres.

The Organizing Company cannot be held liable for any Internet malfunction preventing the smooth running of the Campaign.

Any person accessing the website and participating in the Campaign accepts full responsibility for doing so. The Organizing Company draws the participants' attention to the fact that they are responsible for information declared on the website when entering their personal details.

The Organizing Company can cancel or suspend all or part of the Campaign if it comes to light that fraudulent behaviour of any kind has taken place, with relation to IT, in the context of participation in the Campaign. In this case, it reserves the right not to allocate the gift reward to any fraudsters.

In any case, if the smooth administrative and technical running of the Campaign is disrupted by a virus, computer bug, unauthorized human intervention, or any other cause outside the control of Point S UK, the latter reserves the right to discontinue the Campaign.

No request for a refund can be made to the Organizing Company, either for the costs of accessing the website, or postal costs.

6.2- Governing law

The **“Point S/TOYO TV Campaign and ‘Claim up to £30 off TOYO TIRES’ promotion”** and these Rules are governed by United Kingdom law.

ARTICLE 7 - PERSONAL DATA

The Organizing Company, as data controller, will automatically process the Promotion customers' personal data in accordance with its privacy notice, a copy of which is available at <https://www.point-s.co.uk/privacy-policy>.

The data controller uses a processor which will process the personal data provided on the website www.point-s.co.uk, in particular for the management of cashback allocation under this promotional campaign. This processor is a communication and operational marketing agency specialised in network coordination, sales promotions and the digital field. This subcontractor has signed a service agreement with the data controller, defining the scope of management of personal data collected as part of this promotional campaign.

The purpose of the data processing is to organize the **“Point S/TOYO TV Campaign and ‘Claim up to £30 off TOYO TIRES’ promotion”** promotional campaign. Subject to the participant's consent, the purpose of this processing will be to send information and offers regarding services provided by the POINT S network, in the context of future marketing/advertising campaigns.

The personal data collected is intended for use solely by the Organizing Company, the Point of Sale in which the purchase was made and the management company for the promotion and will not be used by a third party.

Customers' personal data will be kept, in the United Kingdom, for a maximum duration of 36 months as from the date of collection, without prejudice to each participant's rights to give instructions regarding use of his personal data, after their death.

In accordance with the GDPR, each participant benefits from the right to access, rectify or request erasure of their personal data and to the portability thereof, and to restrict or object to processing of their data, in accordance with the conditions and limits provided for by the regulations. These rights can be exercised by contacting the Organizing Company at the address Carleton House 266 – 268 Stratford Road, Shirley, Solihull B90 3AD or by sending an email to dpo@point-s-development.com.

If a participant exercises their right to object to data processing before the end of the Campaign, said participant waives their right to participate. Participants are entitled to bring a claim before the competent control authority.

Participants are aware that, if they do not wish to be prospected by telephone, they can object thereto by entering their landline or mobile telephone numbers on the free Robinson list which can be accessed on the either <https://www.mpsonline.org.uk> or <https://www.tpsonline.org.uk/tps>

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