

## Terms and Conditions of Shoppix Participation

These Kantar Worldpanel Shoppix Participation Terms & Conditions ("Terms") are entered into by Kantar Worldpanel ("KANTAR WORLDPANEL") and the individual that electronically accepts these terms ("You" or "Participant"). You agree that your participation in Shoppix as offered to you by KANTAR WORLDPANEL will be governed by these Terms. We may share your personal data with trusted partners and service providers ("Partners"), in connection with the services they perform for us, including the fulfillment of your rewards for participating in Shoppix. As set out in the Privacy Policy, these Partners are prohibited from using your personal data for any purposes other than those we explicitly authorise.

Please read these Terms carefully.

### 1. Accepting the Terms

1.1 Before you can accept these Terms, you will be asked to carefully read the Shoppix Privacy Policy ("Privacy Policy") and understand how the Privacy Policy governs KANTAR WORLDPANEL's ability to collect, store, use, and share the information obtained during your participation in Shoppix.

1.2 In order to participate in Shoppix, you must first agree to both these Terms and the Privacy Policy. You may not participate in Shoppix if you do not accept the Terms and the Privacy Policy. By clicking to accept the Terms, you agree to the terms of the Privacy Policy as well.

1.3 You may not accept the Terms if (a) you are under 18, or (b) you are not a permanent resident of the United Kingdom.

1.4 These Terms and the Privacy Policy are subject to change from time to time. We will notify you of any changes to these Terms and the Privacy Policy in accordance with the notice provisions of Section 2.3 below.

### 2. Your Participation in Shoppix

2.1 You will be required to provide information about yourself, such as identification and contact details. You agree that any information you provide will be accurate, correct, and up-to-date. The collection, storage, use, and sharing of your personal information will be governed by the **Privacy Policy**.

2.2 You will be required to download and install the Shoppix App available from the App Store on iOS devices and the Play Store on Android devices. The latest information on compatible devices and software versions is available at [Shoppix Compatible Devices](#).

2.3 You agree that KANTAR WORLDPANEL will provide you with notifications within the Shoppix App, by email, regular mail, or any appropriate method.

2.4 KANTAR WORLDPANEL or its Partners will send you communications related to your participation in Shoppix, including reward opportunities and surveys.

2.5 KANTAR WORLDPANEL or its Partners will reward your participation in Shoppix in the form of tokens. These tokens, the rewards they can be exchanged for and how rewards are provided are described at [Shoppix Rewards](#) and are subject to change without prior notice to you. KANTAR WORLDPANEL and its Partners reserve the right to deactivate participation on Shoppix. Deactivated participants will no longer receive tokens or rewards and any remaining tokens will become expired.

2.6 Reward orders are made within the Shoppix App with a minimum order value of £5.

2.7 You agree that nothing in these Terms creates an employee relationship with either KANTAR WORLDPANEL or its Partners, nor are the Terms intended to do so.

### **3. Your Use of the Shoppix App**

3.1 KANTAR WORLDPANEL and its Partners will provide you with the Shoppix App to enable you to capture digital images of receipts you or other members of your household receive for purchasing goods or services. Details of the receipts we require you to snap are described in [What are valid receipts?](#) Your use of the Shoppix App is subject to these Terms and to any applicable terms between you and KANTAR WORLDPANEL's Partners.

3.2 You will use the Shoppix App only for the purposes of Shoppix participation and in accordance with applicable law.

3.3 You agree to follow all instructions provided by KANTAR WORLDPANEL or its Partners for the installation, maintenance, and use of the Shoppix App.

3.4 You will not engage in any activity that interferes with or disrupts the Shoppix App (or the servers and networks that are connected to the Shoppix App).

3.5 Unless you have been specifically permitted to do so in a separate agreement with KANTAR WORLDPANEL or its Partners, you will not reproduce, duplicate, copy, sell, trade, or resell the Shoppix App or any associated materials.

3.6 The Shoppix App may automatically download and/or install updates from time to time. Upon request, you agree to consent to all such updates as soon as practicable.

### **4. Your Passwords and Account Security**

4.1 You are responsible for maintaining the confidentiality of passwords associated with your participation on Shoppix. You must not share your login details with others.

4.2 If you become aware of any unauthorised use of your password or of your Shoppix account, you agree to notify KANTAR WORLDPANEL immediately. Applicable contact information and instructions will be provided to you as part of your participation in Shoppix.

## **5. Proprietary Rights**

5.1 KANTAR WORLDPANEL (or KANTAR WORLDPANEL's licensors) own all legal rights, title, and interest in and to Shoppix, including any intellectual property rights in Shoppix (whether those rights happen to be registered or not, and wherever in the world those rights may exist).

5.2 You will not remove, obscure, or alter any proprietary rights notices (including copyright and trademark notices) that may be affixed to or contained within the Shoppix App or associated materials.

5.3 Unless you have been expressly authorised to do so in writing by KANTAR WORLDPANEL or its Partners, you will not use any trademark, service mark, trade name, or logo of any company or organisation in a way that is likely or intended to cause confusion about the owner or authorised user of such marks, names, or logos.

## **6. License from KANTAR WORLDPANEL**

6.1 Subject to these Terms, KANTAR WORLDPANEL gives you a limited, personal, revocable, worldwide, royalty free, no assignable, non-sublicensable, and non-exclusive license (to the extent of its rights) to use the Shoppix App for the sole purpose of enabling you to participate in Shoppix.

6.2 You may not (and you may not permit anyone else to) copy, modify, create a derivative work of, reverse engineer, decompile, or otherwise attempt to extract the source code of the Shoppix App or any part thereof, unless this is expressly permitted or required by law, or unless you have been specifically told that you may do so by KANTAR WORLDPANEL or its Partners in writing.

## **7. Ending your Participation in Shoppix**

7.1 These Terms are in force until terminated by either you or KANTAR WORLDPANEL as set forth below.

7.2 If you want to terminate your participation in Shoppix, you may do so by deactivating your participation within Settings and uninstalling the Shoppix App, or as otherwise specified by KANTAR WORLDPANEL. Any remaining reward tokens may become expired. A subsequent login to your account will re-enable participation and implied continued acceptance of these Terms.

7.3 Upon termination of your participation in Shoppix, KANTAR WORLDPANEL and its Panel Partners may continue to store, use, and share the information previously obtained from you in accordance with the Privacy Policy. You may submit a written request for KANTAR WORLDPANEL to delete the personal information collected by KANTAR WORLDPANEL and/or a Partner during your participation in Shoppix, and KANTAR WORLDPANEL will comply with its obligations according to data protection legislation. During this time, KANTAR WORLDPANEL may aggregate, anonymise, or otherwise de-identify any personal information before deletion. You may not request deletion of non-personal information.

7.4 KANTAR WORLDPANEL may terminate your participation in Shoppix, and the Terms that govern your participation, for any reason and at any time, with notice as set forth in Section 2.3 above.

7.5 Upon termination or expiration of these Terms, you will uninstall the Shoppix App in the manner KANTAR WORLDPANEL or its Partners specify.

7.6 Sections 1, 2.3, 2.7, 3.2-3.6, 5.2, 5.3, 6.2, 7-9, and 11 will survive any termination of these Terms

## **9. EXCLUSION OF WARRANTIES**

9.1 OTHER THAN AS EXPRESSLY SET OUT IN THESE TERMS OR ADDITIONAL TERMS, NEITHER KANTAR WORLDPANEL NOR ITS SUPPLIERS, DISTRIBUTORS, OR PARTNERS, MAKES ANY SPECIFIC PROMISES ABOUT SHOPPIX. FOR EXAMPLE, WE DO NOT MAKE ANY COMMITMENTS ABOUT THE SPECIFIC FUNCTIONS OF THE SHOPPIX APP, OR ITS RELIABILITY OR AVAILABILITY. WE PROVIDE THE SHOPPIX APP AND RELATED MATERIALS "AS IS."

9.2 SOME JURISDICTIONS PROVIDE FOR CERTAIN WARRANTIES, LIKE THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE ALL WARRANTIES.

9.3 YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR PARTICIPATION IN SHOPPIX IS AT YOUR SOLE RISK AND THAT THE SHOPPIX APP IS PROVIDED "AS IS" AND "AS AVAILABLE."

## **10. LIMITATION OF LIABILITY**

10.1 WHEN PERMITTED BY LAW, KANTAR WORLDPANEL, AND KANTAR WORLDPANEL'S SUPPLIERS, DISTRIBUTORS, AND PARTNERS, WILL NOT BE RESPONSIBLE FOR LOST PROFITS, REVENUES, OR DATA, FINANCIAL LOSSES OR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES.

10.2 TO THE EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF KANTAR WORLDPANEL, AND ITS SUPPLIERS, DISTRIBUTORS, AND PARTNERS, FOR ANY CLAIMS UNDER THESE TERMS, INCLUDING FOR ANY IMPLIED WARRANTIES, IS LIMITED TO THE AMOUNT PAID OR PAYABLE BY KANTAR WORLDPANEL TO YOU FOR YOUR PARTICIPATION IN SHOPPIX.

10.3 IN ALL CASES, KANTAR WORLDPANEL, AND ITS SUPPLIERS, DISTRIBUTORS, AND PARTNERS, WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE.

## **11. Combination of Non-Personally-Identifiable Information and Personal Information**

11.1 Both during and after your participation in Shoppix, you agree that KANTAR WORLDPANEL may combine any of your information we collect with other sources of information in accordance with the Shoppix Privacy Policy.

## **12. General Legal Terms**

12.1 Sometimes when you participate in Shoppix you may (as a result of, or through your participation in Shoppix) use a service or product, or download a piece of software, that is provided by another person or company. Your use of these other services, products and software may be subject to separate terms between you and the company or person concerned. If so, these Terms do not affect your legal relationship with these other companies or individuals.

12.2 You agree that you are solely responsible for (and that KANTAR WORLDPANEL and its suppliers, distributors and Partners have no responsibility to you or to any third party for) any breach of your obligations under these Terms and for the consequences (including any loss or damage which KANTAR WORLDPANEL may suffer) of any such breach.

12.3 These Terms constitute the whole legal agreement between you and KANTAR WORLDPANEL and govern your participation in Shoppix (but excluding any services that KANTAR WORLDPANEL may provide to you under a separate written agreement), and completely replace any prior agreements between you and KANTAR WORLDPANEL in relation to Shoppix.

12.4 Neither party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under these Terms.

12.5 If any term (or part of a term) of these Terms is invalid, illegal, or unenforceable, the rest of the Terms will remain in effect.

12.6 Each member of the group of companies of which KANTAR WORLDPANEL is the parent will be third party beneficiaries to these Terms and those other companies will be entitled to directly enforce, and rely upon, any provision of these Terms that confers a benefit on (or rights in favour of) them. Other than this, no other person or company will be third party beneficiaries to the Terms unless otherwise agreed in writing.

12.7 These Terms do not confer any benefits on any third party unless they expressly state that they do.

12.8 ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR SHOPPIX PARTICIPATION WILL BE GOVERNED BY ENGLISH LAW AND THE PARTIES SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE ENGLISH COURTS.

## **13. Prize draws**

- 13.1 The Shoppix Prize Draw ("Prize Draw") is run by TNS UK Limited trading as Kantar Worldpanel ("KWP"), Westgate, London, W5 1UA.
- 13.2 Apple is not a sponsor of nor involved in the Prize Draw in any way.
- 13.3 Each scratchcard you reveal between 00:00:00 Sunday to 23:59:59 Saturday gains you one entry into the weekly Prize Draw at 15:00:00 on Sunday (all times GMT).
- 13.4 Scratchcards can be gained by completing surveys and sending receipts in consecutive weeks.
- 13.5 Any ambiguity or inconsistencies regarding entries and qualification for the Prize Draw shall be decided by KWP.
- 13.6 Prizes are randomly allocated to a set number of entries according to the prizes available. Prizes available for the next Prize Draw are published at the top of this page.
- 13.7 All entries have an equal chance of winning.
- 13.8 Token prizes are automatically paid into the winners' Shoppix account.
- 13.9 Prize winners' names are published on this page every Monday.
- 13.10 The Prize Draw is only open to people aged 18 or over.
- 13.11 KWP reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, this Prize Draw with or without prior notice. The decision of KWP in all matters under its control is final and binding and no correspondence will be entered into.