



## **Celebrate Terms & Conditions**

### **Summary**

We want you to enjoy Celebrate. It is simple, you purchase gifts and send them to friends and they do the same, you get a happy friend, we get some beer money and our sponsors get potential customers – everybody wins.

That said, the terms and conditions are important and should be read carefully. By using the Celebrate service, you agree to these terms. If you do not agree to these terms you may not use the Celebrate services. We will notify you of any changes via SMS to your registered mobile phone number or the Celebrate application.

Mobilize systems (“mobilize”, “we”, “us” or “our”) operators of Celebrate, reserves the right, at any time, to change these terms and conditions and your continued use of the Celebrate service is deemed to be your acceptance of such changes.

### **Celebrate Gift Application & Use of Service**

Celebrate is a gift giving and receiving application/service providing a selected group of gifts available in an on-line Gift List format for all UK users of Facebook. The service enables the user to send gifts via Facebook which can be redeemed by the Receiver for the product at a participating retailer using the Celebrate application and their mobile.

In order to use the Celebrate you must download the Celebrate application on-line via Facebook to send or receive gifts. Once the application has been downloaded to their Facebook profile they may begin to browse and select a gift for a friend by ticking the button below the image, provide the name of the friend receiving the gift and purchase Celebrate Gift Tokens via PayPal.

### **Token Purchases**

Celebrate tokens are purchased through a linked payment site – PayPal. PayPal accepts a variety of payment methods and are listed on the official PayPal website. Celebrate accepts no responsibility for the ability or not of the Gift Giver to purchase tokens through the PayPal site. Celebrate Gift Givers receive a confirmation of their token purchases via their Facebook account. All token credits purchased will be stored and available for future Celebrate Gift purchases.

### **Notification & Registration for Voucher ID**

Celebrate will issue notifications via the Facebook profile to inform the Gift Sender and the Receiver that gift has been successfully sent with the associated message sent by the sender. In order to use the Celebrate Service the Gift Receiver will be required to download the Celebrate application, if they have not already done so.

To be able to receive the gift(s) sent to you from friends via Facebook you will need to provide the relevant information requested, which includes:

1. your mobile phone number
2. whether your mobile is Nokia or Other, this information helps us know what type of barcode ID your phone will accept.
3. In the event that you are not able to receive a barcode please text HELP CELEBRATE to 62111 or email [customerservices@mobilize-systems.com](mailto:customerservices@mobilize-systems.com).

In the event that you are required to provide information to us in the course of registration, please ensure that all of the information you provide is accurate and you agree to notify us in the event that the information becomes inaccurate for any reason.

All registrations are subject to verification by us and we reserve the right to refuse or withdraw the service in our absolute discretion. We will notify you if your registration has been accepted.

### **Redeeming your Celebrate Gifts**

To redeem you will be required to present your Barcode Voucher ID which was sent to your mobile at a participating retailer at the PayPoint terminal where it is scanned by the shop assistant. Your purchase must be the correct



product that is outlined in your Celebrate offer (correct product description and size/weight) for your Celebrate Offer discount to be applied in-store.

Unless otherwise stated by us or by the selected store or Participating Advertiser, the following applies to Celebrate Offers:

1. offers cannot be exchanged or redeemed for cash;
2. each Electronic Voucher has a nominal value of 0.00000001 pence;
3. the Offer may only be used once for each purchase of a Product; and
4. offers cannot have a redemption value that exceeds the purchase price of the Product;
5. offers are subject to a valid date and expiry date;
6. offers are subject to 'while stocks last' and 'availability';
7. Please do not attempt to redeem this coupon against any other product as refusal to accept may cause embarrassment and delay at the checkout.

Without limiting the registration requirements in section above, the availability of the Service depends on your possession of a Facebook account, a mobile handset and a mobile network service which allows you to receive SMS text messages.

### **Return Policies**

Once a gift has been given by the Gift Giver it may not be reversed or cancelled. Celebrate will not provide a refund of any kind.

### **Use of the Services**

You undertake that you shall not:

1. use the Service for commercial purposes;
2. modify the Barcode Voucher ID, provided that you may delete the text message containing the Barcode Voucher ID; or
3. Allow any other person to use your Barcode Voucher ID.
4. Forward your User ID to another mobile device on a different number.

### **Disclaimers**

We provide the Celebrate Service without charge to you and as such, it is provided to you 'as seen' and 'as available'. We make no representations or warranties, either express or implied, of any kind with respect to the Service, including its operation, content, information or materials. By way of example, we do not warrant that the Service is accurate, complete, and current or that the Service will operate without interruption or be timely, secure or error free. Any reliance by you on the Service shall be at your own risk. We disclaim all warranties, express or implied, of any kind with respect to the Service and its use including but not limited to satisfactory quality, fitness for purpose, non-infringement, price and/or availability of Products to the maximum extent permitted by law.

Without limiting the scope above, there may be circumstances where the redemption value of the Celebrate Offer credited to your Barcode Voucher ID is incorrect. You acknowledge that the Barcode Voucher ID does not provide you with a legal right to a reduction in the purchase price of the Product of an amount equal to the face value of the offer. You further acknowledge that in the event of any conflict or ambiguity between the offer information sent to your handset and the information in the possession of the store, the information of the store shall prevail. Your ability to redeem each Celebrate Offer is subject to availability of products at participating PayPoint outlets. The stores may in its absolute discretion refuse to accept Celebrate Offers.

### **Limitation of Liability**

Nothing in these terms and conditions shall operate to limit our liability for fraud or for death or personal injury arising from our negligence or the negligence of our officers and employees.

We exclude all liability for loss or damage of any kind to the maximum extent permitted by applicable law. You agree that this liability is comprehensive and applies to all damages of any kind (including without limitation, direct, indirect, compensatory, special, incidental and consequential loss, loss of data and loss of profit) to the maximum extent permitted by applicable law.



## Intellectual Property Rights

All Intellectual Property Rights in and to the Service including the design, text, graphics and other content, interfaces and the selection and arrangement of the content, software and all other material comprising the Service belongs to us or our licensors. All rights are reserved.

We permit you to access and use the Service through your Handset for the purpose of displaying your Electronic ID and for receiving and redeeming Celebrate Offers in the course of using the Service.

With the exception of trademarks and logos of the stores or Brand Owners, all trade marks, trade names and service marks are proprietary to us or our licensors.

## Data Protection

We are committed to protecting your privacy and our privacy practices are set out in our Privacy Policy. You expressly consent to our use of your personal data for the purposes set out in the privacy policy.

## Termination

We may terminate or suspend your access to the Services at any time at our absolute discretion.

All disclaimers, indemnities and exclusions in these terms and conditions shall survive termination of the agreement between us for any reason.

You may terminate your Celebrate Barcode Voucher ID at any time by:

1. texting OUT to 62111
2. sending an e-mail stating "OUT" and your mobile phone number to [customerservices@mobilize-systems.com](mailto:customerservices@mobilize-systems.com)

## Trademark Notice, Company Details and Contact Address

### Trademark Notice

The Celebrate logo, and "Celebrate" are trademarks of Mobilize Systems. Celebrate is also subject to the Standard Terms of Use of SHOP SCAN SAVE which can be found at [www.shops cansave.com](http://www.shops cansave.com). These Terms and Conditions do not in any way effect your statutory rights.

### Company Details

Mobilize Systems Limited, Crown House, 72 Hammersmith Road, London W14 8TH

CONTACT EMAIL: [customerservices@mobilize-systems.com](mailto:customerservices@mobilize-systems.com)  
PHONE: 020 7559 1433  
FAX: 020 7559 1434  
COMPANY No. : 0444 5616  
VAT No. : 796 344 779

### General

If any provision of this Agreement is held to be unlawful, invalid or unenforceable, that provision shall be deemed severed and the validity and enforceability of the remaining provisions of this agreement shall not be affected.

If we fail to enforce a right under this Agreement, that failure will not prevent us from enforcing other rights or the same type of right on a later occasion.



Without limiting Sections: Disclaimers and Limitation of Liability, we do not take responsibility for any event which is outside our reasonable control nor for any consequential loss arising from such an event.

These terms and conditions constitute the whole agreement between you and us in relation to the subject matter and supersedes any and all prior agreements between you and us. You are not permitted to assign this Agreement. We may assign or transfer any of our rights under this Agreement without notice to you.

Unless expressly provided in these terms and conditions, no term of this agreement is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.

Any notice request instruction or other document to be given shall be delivered or sent by first class post or fax [or by email] to the address or to the fax number [or to the email address] of the other party set out in terms (or such other address or numbers as may have been notified and any such notice or other document shall be deemed to have been served (if delivered) at the time of delivery (if sent by post) upon the expiration of 48 hours after posting, (if sent by facsimile transmission) upon the expiration of 12 hours after dispatch, and upon receipt back of confirmation of receipt (if sent by email).

### **Governing law**

These terms and conditions are governed by and construed in accordance with English law. The parties submit to the exclusive jurisdiction of the English courts.