

# TERMS OF SERVICES

## 1. GENERAL PROVISION

The owner of the website [www.hellocashback.ch](http://www.hellocashback.ch) is Smartline GmbH (the company is based in 21/9a Wipplinger street, 1010, Vienna, Austria, 406982d, ATU68443115). These terms constitute the basis for the use of [www.hellocashback.ch](http://www.hellocashback.ch) and define the rights and obligations of its Users.

Anyone who registers and joins the Cashback program through the website is to be considered aware of the terms and conditions of use and processing of personal data and therefore accepts them.

The Participation in the Program is free of charge and open only to individual persons. Legal entities are not allowed to participate in the Program.

Only individuals aged 18 or older who have a valid Diners Club Card are eligible to receive a cashback.

## 2. DEFINITIONS

The Terms of Services framework is the following definitions:

**Website** - is the website accessed via the following link: [www.hellocashback.ch](http://www.hellocashback.ch).

**Platform** - means the website on which the Service is available. It is owned, controlled, managed, maintained and/or hosted by [www.hellocashback.ch](http://www.hellocashback.ch).

**Partner** - legal entities whose services are made available to the Customers via the relevant links listed on the Platform.

**Services** - reservation and/or purchase services of the Partners, presented via the relevant links listed on the Platform.

**Reservation** - reservation of the room at the hotel, of the airline ticket, of the car rental made by the Customer on the Partner's website via the link listed on [www.hellocashback.ch](http://www.hellocashback.ch).

**Purchase** - purchase of goods/services made by the Customer on the Partner's website via the link listed on [www.hellocashback.ch](http://www.hellocashback.ch).

**Customer (Cardholder/User)** – a person who is at least 18 years or over and who legally uses the platform, with his/her Diners Club Card.

**Card** - Diners Club Card.

**Qualified reservation/purchase** - the reservation of the service/purchase made by a Customer through the Partner's website only via the Cashback Website, which meets all requirements defined and described in clause 4 of these Terms of Services.

**Cashback** - is a refund credited to the Customer for booking services or purchases using the link [www.hellocashback.ch](http://www.hellocashback.ch).

**Registration** - refers to the Cardholder who performs the following procedure:

- Filling in the Registration Form on the Website in order to create a personal account and receive the Cashback upon acceptance of the Terms of Services and the Processing of Personal Data.

**Personal Account** – an account created through the platform located on the official Website [www.hellocashback.ch](http://www.hellocashback.ch).

### 3. MAIN CONDITIONS OF USE OF THE WEBSITE

3.1. To receive a Cashback, Customers are required to must create a personal account through the registration process on the Website.

3.2. Only those who have consented to the processing of personal data and have agreed with the Terms of Services during the Registration process may be registered as Customers of the website and thus receive a Cashback.

3.3. The owner of the website reserves the right not to pay the cashback in case of intentional serious violation of these Regulations.

3.4. These Terms of Services constitute the only existing agreement between the Website owner and the Customer. By accepting these Terms of Services, the User voluntarily, unconditionally and totally accepts these Terms of Service.

3.5. The User's consent is given by providing personal data such as first name, last name, PAN, card expiry date, phone number and email address. The processing of the User's personal data is made in accordance with the provisions of Austrian legislation.

### 4. TERMS AND CONDITIONS FOR GETTING A CASHBACK

The Website owner will credit for reservations/purchases made by the Client in line with the requirements, a Cashback on the credit card indicated by the Client in the Cashback form according to the terms described in clauses 4.1 to 4.9 below.

4.1. Reservations/purchases must be made through the relevant link on [www.hellocashback.ch](http://www.hellocashback.ch) in order to be eligible and receive a Cashback. Such reservations/purchases are defined as Qualified reservations/purchases.

4.2. A Customer should use the same phone number as indicated in his/her Profile for all the bookings that are made via the Platform. If a customer uses a different one, the Cashback will not be credited to his/her Card.

4.3. The Cashback will be credited to the Card that was indicated by the Customer in his/her Profile.

4.4. The Customer can update the card details anytime. If the card is not valid or the card details are incorrect, the owner of the Website will not be able to proceed with the payment of Cashbacks.

4.5. Reservations made directly through the Partner's websites do not qualify for a Cashback.

4.6. In order to receive the Refund, the User must create a personal Account through the Website, consent to the Processing of Personal Data and the Website Terms of Service.

4.7. The Cashback will not be credited to the Card in the event that the reservation/purchase is canceled or in the event of a Cardholder's no-show, even if the Cardholder is charged by the Partner as per the cancellation policy of the Partner.

4.8. The Cashback will be credited to the Card within the specific time frame indicated in the Provider Service Terms and Conditions.

4.9. The amount of the Cashback is calculated exclusively on the basis of the value of the booking/purchase and does not include other charges such as taxes, services, room service, restaurant bill, mini bar, spa, etc.

4.10. Neither Smartline GmbH, nor Cornèr Bank SA shall be liable for payment by the Cardholder of any taxes that may be connected with the provision of the CashBack by the owner of the website. Each Participant shall be individually liable for payment of any taxes on his/her aggregate income.

4.11. This promotion is available and applicable only to Diners Club Cardholders.

4.12. The amount of the Cashback is non-transferable and cannot be exchanged for money or other products and services.

4.13. If transactions are confirmed by the Partner at its sole discretion, the Cashback will be credited to the Card account that was indicated by the Customer in the Cashback form during the registration process within 60 (sixty) calendar days from the check-out date/purchase date/date on which the use of the service ends.

4.14. In the event that the owner of the website has been informed by the Cashback partner of an (alleged) Fraudulent Reservation/Purchase or if it otherwise has a reason to believe that the relevant reservation/purchase concerns a fraudulent reservation, Partner is entitled to not to issue a Cashback for such reservation/purchase.

## 5. CUSTOMER SERVICE SUPPORT

Customer Support is guaranteed by the website owner via the email address: [contact@hellocashback.ch](mailto:contact@hellocashback.ch). Responses to requests will be provided in English language within 72 hours of receipt (excl. Saturday and Sunday).

## 6. FINAL PROVISIONS

6.1. By reserving Partner's services or purchasing Partner's goods using the relevant link on the Website, the Customer consents to the Terms of Services.

6.2. Violation of the rules constituting the Terms of Services will result in non-acceptance of the payment of the Cashback.

6.3. The owner of the website is not liable if the cashback is not credited to the Customer for reasons dependent on the Customer.

6.4. The owner of the Website reserves the right to involve third parties to provide the Customer with the services described in the Terms of Services.

6.5. Smartline GmbH (the owner of the website) reserves the right to modify the Terms of Services in whole or in part at any time. Such changes will be communicated to the Customer by e-mail or a notice on the Website.

6.6. The qualifying and participating Cardholders are bound by the Terms and conditions of Partners whose links are presented on the Platform [www.hellocashback.ch](http://www.hellocashback.ch) and Terms of Services of Smartline GmbH. Other terms and conditions could be applied.

6.7. This Terms of Services have been translated in German, Italian and French. In case of discrepancies, the English language version shall prevail.