# **Shops Terms**

# 1. Why this information is important

These terms and conditions (the "**Terms**") govern the relationship between you and Revolut Payments Australia Pty Ltd (ABN 21 634 823 180) ("**Revolut**", "**we**", "**our**" or "**us**") in respect of our rewards service ("**Rewards**") and shops service ("**Shops**"). They apply whenever you use Rewards or Shops in the Revolut app. These Terms apply in addition to any other terms and conditions that apply to you as a customer of Revolut, including the Personal Terms, and the Fees and Charges Section.

# 2. What is Shops?

Shops is a service offered by Revolut that provides in-app access to a range of offers ("**Offers**"), such as cashbacks or discounts.

The Offers are only available on purchases made with select third-party merchants ("**Merchants**") shown in the Shops section of the Revolut app.

If the Offer is a discount, you will receive a certain percentage or dollar amount discounted ("**Discount**") on your eligible purchase.

If the Offer is a cashback, you will receive a certain percentage of what you spend as cashback into your Revolut account ("**Cashback**"). The amount of Cashback you receive is capped at a maximum of €300 (or local currency equivalent) per calendar month ("**Cashback Cap**"). You will not be able to claim any Cashback above the Cashback Cap in any calendar month, even if you follow all of the required steps

An Offer will be shown in the Revolut app, including:

- the type of Offer;
- the payment method you must use; and
- what other steps you need to take in order to receive your Offer ("Offer Terms").

Each Offer can be claimed more than once while the Offer remains active, unless otherwise stated in the Revolut app.

#### 3. Who is eligible to receive an Offer?

In order to receive an Offer, you must be an Eligible Customer of Revolut.

An "Eligible Customer" is defined as a customer that has:

- passed Revolut's 'Know Your Customer' checks and been successfully onboarded;
- not previously closed a Revolut account or had an account become suspended or restricted;
- accessed an Offer within the Shops section of the Revolut app; and
- had cookies enabled when accessing the Merchant's website or in-app browser.

# 4. How do I claim an Offer?

You can claim an Offer by shopping with a Merchant shown in the Shops section of the Revolut app and following the Offer Terms set out in-app.

Please read the Offer Terms carefully and make sure you take all the steps required to claim your Offer. If you fail to do so, you will not receive your Offer.

Your purchase transaction must be completed (within any time limits) for you to claim an Offer.

If you make a purchase with a Merchant which includes multiple individual transactions (for example, a "Buy Now, Pay Later" service, or a subscription), you will only earn the Offer on any transactions which individually meet the Offer Terms. In most cases, this will only be the first transaction.

#### 5. When will I receive my Offer?

In most cases, you will receive your Offer instantly, unless the Offer Terms state otherwise. However, in some cases it may take up to 7 days.

If you have not received your Offer and 7 days have passed, please contact our Support team via in-app chat.

## 6. Who are the Merchants?

The Merchants featured in Shops are all third party merchants. We have commercial relationships with some, but not all, of them. This means we may fund an Offer for a merchant without any association to them.

How and where Merchants are shown in the Shops feature is determined by us using a range of factors. We may be paid a fee or commission by a Merchant, which can affect where their offers are displayed within the app.

#### 7. Australian Consumer Law

Any products, goods or services that you purchase from a Rewards Merchant or Shops Merchant as a result of an Offer from us, is subject to their applicable terms and conditions. If you have any issues or questions about the products, goods or services, you should raise them with the Rewards Merchant or Shops Merchant directly.

However, to the extent that you acquire services (such as Rewards and Shops) from us as a consumer within the meaning of Schedule 2 to the Competition and Consumer Act 2010 (Cth) (the "**Australian Consumer Law**"), you have certain rights and remedies (including consumer guarantee rights) that cannot be excluded, restricted or modified by agreement (including the Terms).

Nothing in the agreement excludes, restricts or modifies any such rights you may have under the Australian Consumer Law.

To the extent that the Australian Consumer Law permits us to limit our liability, then our liability is limited to in the case of services, supplying the services again or payment of the cost of having the services supplied again.

## 8. Data Protection

By using Shops, you acknowledge and agree that we rely on partners (such as affiliate networks and affiliate network aggregators) to track whether you have made a purchase on the Merchant's website. These partners will gain access to limited information relating to your transaction and device (such as de-identified user ID, item bought, sale value and so on) in the course of providing their services to us. We need to work with these partners to provide you with your Offer under these Terms.

For Shops, we will also share de-identified and pseudonymised transaction data relating to eligible purchases with the relevant Merchant so that they can verify that you have made a qualifying purchase with them. Again, we need to do this to be able to provide you with the Offer under these Terms.

Please see our Privacy Policy for more information.

## 9. What else should I know?

Revolut reserves the right to change, modify and/or supplement these Terms, and to modify, cancel or suspend Shops at its sole discretion at any time, including removing a Merchant, amending the Offer, Offer Terms, Cashback Cap or Cashback percentages with Merchants. If we exercise this right we will try to give you advance notice. Please contact Revolut Support if you believe you qualify for a particular benefit in relation to Shops that has not been awarded to you.

Events beyond the control of Revolut may occur that render the awarding of the Offers impossible. Accordingly, Revolut will not be liable for any loss, whether directly or indirectly suffered, as a result of an event outside of its control.

If you make a purchase that is subsequently returned or refunded (or the payment is otherwise reversed or declined) or in the event you are no longer an Eligible Customer, then that transaction will not be eligible to earn the Offer (and we may debit any Cashback you have already received in respect of such a purchase from your Revolut account).

If you close your Revolut account or your account becomes suspended or restricted before you receive the Offer, then you will no longer be entitled to receive any such Offer and it will not be paid to you.

If we have reasonable grounds to believe that you have engaged in any fraud or material abuse to receive the Offer (such as for example attempting to obtain an unfair advantage through deception) we may in our sole discretion take any actions we see fit in the circumstances.

Any disputes arising out of or in connection with these Terms can be dealt with by the Courts of the State of Victoria.