

Q8 smiles General Terms and Conditions

These Q8 smiles General Terms and Conditions apply to the registration for and use of the service consisting of the Q8 smiles Loyalty Programme (the 'Q8 smiles Loyalty Programme', as defined below) offered by Smiles NV, with registered office at Quellinstraat 49, 2018 Antwerp, Belgium, VAT BE 0720 542 130.

The Q8 smiles Loyalty Programme allows Registered Customers and Non-Registered Customers, among other things, to save and redeem points ('Smiles', as defined below) at certain shops, service stations or service providers. Non-Registered Customers can collect Smiles anonymously for a limited period in order to be able to get started immediately. In order to be able to use the Smiles in any way, one must first register for the Q8 smiles Loyalty Programme via the Q8 Applications (as defined below) (or the digital registration form in the Q8 Applications).

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1. Terms

The following definitions are used in these Q8 smiles General Terms and Conditions:

'Non-Registered Customer' or 'Ghost Profile' means any natural person of adult age who uses a Q8 smiles Medium exclusively for non-professional purposes and who has not registered, through the Q8 Applications, as a user of the Q8 smiles Loyalty Programme;

'Participating Partner' means any company or association that has signed a Q8 smiles Loyalty Programme agreement with Smiles NV for the purpose of offering the Q8 smiles Loyalty Programme to customers;

'Partner' means a Participating Partner or Rewarding Partner.

'Partner Point of Sale' means any point of sale (including a service station and shop) of the Participating Partner or that is operated by an independent operator ('exploitant' in NL) or customer ('afnemer' in NL) from a Participating Partner. In certain situations, the Partner Point of Sale of two Partners may be located in the same place (e.g. a Partner's shop may be located on the grounds of a service station of another Partner);

'Party' or **'Parties'** means Smiles NV, the Registered Customer and/or the Non-Registered Customer, as the case may be;

'Privacy Statement' means the statement of Q8 as joint controllers regarding the processing of personal data, which can be consulted in the Q8 Applications;

'Promotion(s)' means a certificate, digital or not, that confers the right to a discount or other advantage (such as extra Smiles upon a purchase or event) on a Registered Customer in respect of certain products and/or services and that may be offered to the Registered Customer via the Q8 Applications as personalized promotion that may be relevant for the Registered Customer. Promotions can also include saving cards. according to the conditions that will be stated in that respect;

'Q8 App' means the mobile application through which the Q8 smiles Loyalty Programme is made available;

'Q8 Applications' means the website(s) or mobile application of Kuwait Petroleum (Belgium) NV ('KPB'), Kuwait Petroleum (Luxembourg) SA ('KPL') and Smiles NV with registered offices at Brusselstraat 59, box 1, 2018 Antwerp, Belgium, Rue de l'Industrie 12, 8069 Bertrange, Luxembourg and Quellinstraat 49, 2018 Antwerp, Belgium respectively and with company numbers 0404.584.525, 162.415.79 and 0720.542.130 respectively (hereinafter collectively referred to as 'Q8'), and made available and described in more detail – as appropriate – at the Android Google Play Store: <https://play.google.com/store/apps/details?id=com.kpnwe.q8.prd>, the iOS Applications Store: <https://apps.apple.com/us/app/q8-app/id6466282570>, or Web: smiles.q8.be and smiles.q8.lu;

'**Q8 smiles Account**' means the unique virtual account of a Registered Customer or Non-Registered Customer on which he or she can save Smiles using the Q8 smiles Media;

'**Q8 smiles Loyalty Programme**' means the service of Smiles NV as described in more detail in these Q8 smiles General Terms and Conditions and available via the Q8 Applications;

'**Q8 smiles Medium**' means a plastic card (in the shape of a bank card or keyring card) with a unique barcode or a virtual Q8 smiles card in the Q8 App (collectively referred to as Q8 smiles Media) that can be used by a Registered Customer or Non-Registered Customer, among other purposes in order to collect Smiles;

'**Registered Customer**' means any natural person of adult age who has registered, for exclusively non-professional purposes, via the Q8 smiles Applications, as a user of the Q8 smiles Loyalty Programme;

'**Rewarding Partner**' means any company or association with which Smiles NV has entered into an agreement to offer Registered Customers the possibility of exchanging their Smiles for Vouchers that are valid for some of his/her services or products and where Special Offers may also be used;

'**Smiles**' means the points that can be collected by a Registered Customer or a Non-Registered Customer when using a Q8 smiles Medium at a Partner Point of Sale and that can later be exchanged in the manner set out in these Q8 smiles General Terms and Conditions;

'**Supported Products/Services**' are, for each Partner and unless otherwise agreed between the Partner and Smiles NV, all products and services which purchase or use can deliver Smiles and/or of which certain advantages are granted to Registered Customers. Certain products are excluded and therefore do not grant the right to save Smiles. You can find the most recent list of these in the Q8 Applications, under the FAQs; and

'**Voucher(s)**' means a certificate, digital or not, that can be used by a Registered Customer to pay for (part of) certain products/services, or that can confer the right to a discount or other advantage for the Registered Customer in respect of certain products and/or services. The Registered Customer can receive such Vouchers in exchange for a certain number of Smiles saved, as determined by the Participating Partner or the Rewarding Partner. A Voucher may also be referred to as a reward.

2. The Q8 smiles Loyalty Programme

The Q8 smiles Loyalty Programme is a service offered by Smiles NV within the context of the Q8 Applications. This service allows Registered Customers to enjoy numerous benefits such as a savings programme, promotional actions at one or more Partners and, as an optional service, a station finder.

3. Signing up for the Q8 smiles Loyalty Programme

The Q8 smiles Loyalty Programme is reserved exclusively for adult natural persons who wish to participate in the Q8 smiles Loyalty Programme solely for non-professional purposes. Transactions in the context of commercial road transport (= CRT) and cards to which technical limitations apply are not eligible for participation in the Q8 smiles Loyalty Programme, and in particular UTA, IDS, Eurotoll/Logpay, ED, E100 and the IQ card.

To participate, it is necessary to (i) register via the Q8 Applications and thus become a Registered Customer or (ii) use a Q8 smiles Medium (obtained from a Partner Point of Sale) without registering and thus become a Non-Registered Customer. It is not possible, however, to exchange Smiles without first registering, nor to enjoy other advantages.

When joining the Q8 smiles Loyalty Programme, customers are requested to read carefully and, where applicable, expressly accept the [Terms of Use of the Q8 Applications](#), the [Privacy Statement](#) and the [Cookie Statement](#).

Each Q8 smiles Medium has a unique code and Smiles NV links it to the unique Q8 smiles Account of the Registered Customer or the Non-Registered Customer. If someone registers without prior use of a Q8 smiles Medium, a Q8 smiles Account is opened for the newly Registered Customer, to which all the Registered Customer's Q8 smiles Media can be linked.

Upon registration, certain identification and profile data are requested. These personal data are processed in accordance with the Privacy Declaration.

The registration of the Registered Customer and the Q8 smiles Media linked to him or her are strictly personal and non-transferable.

The Q8 smiles Media will at all times remain property of Smiles NV, which is the issuer of the Q8 smiles Media.

Upon registration, the Registered Customer will receive his/her first 150 Smiles for free; these have a value of 1,50 € and may be exchanged once at least 500 Smiles have been collected or as indicated on the Vouchers. Of these 150 Smiles, 50 Smiles will be added to his/her account after the Registered Customer's registration has been completed. The remaining 100 Smiles will be added to his/her account after the Registered Customer has performed 2 Smiles transactions at a Q8 station, which may consist of the lifting of at least 25 l of fuel or a purchase in the shop of at least 2,00 €. Such a Smiles transaction may be performed as follows: (i) refuelling at Q8 and scanning at a Q8 savings terminal/pump, (ii) a purchase in one of the shops at a Q8 station after which a Q8 smiles Medium is scanned at the till or in the Q8 App, or (iii) a purchase via the Q8 App.

4. Saving Smiles

Every Registered Customer or Non-Registered Customer can save Smiles on his/her Q8 smiles Account by presenting his/her Q8 smiles Medium at personal purchase / personal use of the Supported Products/Services. "Personal" means that this must be fuel for a vehicle used by the (Non-)Registered Customer and not for refuelling of other

vehicles. If a purchase is cancelled or returned, Smiles NV reserves the right to cancel the corresponding Smiles.

The number of Smiles issued per transaction is 1 Smile per litre of fuel purchased and 1 Smile for 1 Euro of purchases made in the shops at a Q8 point of sale. The spending value of the saved Smiles is set out in the list of advantages in the Q8 Applications (e.g. 500 Smiles can be exchanged for a 5 Euro Voucher at Q8 points of sale).

Furthermore, Smiles NV reserves the right to issue the Registered Customer additional Smiles at any time.

The saving of Smiles is limited. After having saved Smiles three times a day, no further Smiles can be saved before the start of the following day. You can save Smiles for a maximum of twice per day for personal refuelling. In sum, this means that you can save Smiles twice a day when refuelling and a third time by making a purchase at a shop or, for example, making 3 shop purchases per day. A Registered Customer or Non-registered Customer cannot save any more Smiles after one refuelling by another refuelling within less than 30 minutes after the first. Smiles NV and the Participating Partner may agree to exclude saving Smiles at certain special offers. The limitation on saving Smiles is not applicable when you purchase or fuel up using your smartphone via the Q8 App or another mobile payment app providing an automatic reward of Smiles linked to the transaction.

Smiles NV may, in accord with the Participating Partner, limit the maximum number of Smiles per customer and per day, in order to prevent fraud.

The use of a Q8 smiles Medium without (or prior to) registration does not prevent saving Smiles. Non-Registered Customers recognize that only Registered Customers are given the opportunity to use these Smiles and exchange them for Vouchers.

5. Q8 smiles Account

Registered Customers can consult the status of their Q8 smiles Account at any time via the Q8 Applications, as well as on the cash register receipts from a Q8 point of sale and on the screens of the Q8 smiles savings terminals after each transaction with which Smiles are saved.

Smiles NV cannot be held responsible for any technical malfunction or delay in registering Smiles on a Q8 smiles Account.

Only Registered Customers are permitted to dispute their Smiles balance, and must do so within 30 days of the transaction that gave rise to the dispute, and only if such disputes are not abused.

If, due to technical problems or because the Q8 smiles Medium was forgotten, the Smiles for a given transaction cannot be registered, the Registered Customer must contact the Smiles NV contact centre within 48 hours after the transaction in question with a copy of

the cash register receipt or another proof of purchase, to enable Smiles NV to add it to the Customer's Q8 smiles Account. Failure to follow this procedure means the Registered Customer loses the right to add these Smiles to his/her Q8 smiles Account.

Smiles NV reserves the right to refuse to add (certain) Smiles to the Q8 smiles Account of a Registered Customer if it has reasonable grounds to do so.

Saved Smiles remain valid for 24 months as long as the Q8 smiles Loyalty Programme is in effect, except in two cases:

- (a) In the case of Non-registered Customers, all Smiles on the Q8 smiles Account expire after 9 months of inactivity (no transactions for 9 months);
- (b) For Registered Customers, all Smiles on the Q8 smiles Account expire if the Registered Customer does not perform any Smiles-earning transactions within a 9-month period.

The Registered Customer can view his/her transaction history up to two years back using the Q8 Applications. Smiles NV reserves the right to delete transaction data after two years.

6. Using Smiles

Each Registered Customer can freely use the saved Smiles at any time by exchanging them, via the Q8 Applications, for Vouchers that confer the right to a specific spending value, discount or product at and as determined by a Rewarding Partner (or group of Rewarding Partners). The spending value of the saved Smiles is set out in the list of advantages in the Q8 Applications (e.g. 500 Smiles can be exchanged for a 5 Euro Voucher at Q8).

These Vouchers have a specific expiry date that is mentioned on the Voucher itself. After the expiry date has passed, the Voucher is no longer valid, and the Registered Customer no longer has a right to the associated product, discount or spending value. The Voucher will therefore be automatically removed from the overview of available Vouchers in the Q8 Applications.

Smiles NV has the right at any time to adapt the Vouchers offered or to change the number of Smiles necessary to obtain a given Voucher, without prior notice and by a simple adjustment on the Q8 Applications.

Additional conditions may apply to the use of a Voucher. The Rewarding Partner where the Voucher is used is the one that can determine such conditions. Examples of such conditions may include a minimum purchase amount, a ban on combining benefits, restriction of validity to e-commerce, etc. The conditions will always be indicated on the Voucher.

Vouchers cannot be exchanged for cash. Vouchers must always be used in full and do not entitle to change.

Smiles NV bears no responsibility or liability for the quality or availability of the products (that may be) purchased at the Partner using Vouchers. Any dispute in this regard must be settled with the Partner itself.

In the event of bankruptcy of a Partner or other reasons for which a Partner is no longer able to honour a Voucher or Promotion Smiles NV does not owe any compensation and the Registered Customer may obtain a refund of the relevant Smiles for the said Voucher(s), provided the Voucher is deactivated.

Saved Smiles can no longer be gifted to one or more Registered Customer(s). All Smiles that have hitherto been lawfully gifted by a Registered Customer to another Registered Customer continue to be honoured.

7. Smiles Promotions

Through the Q8 Applications, by email and, with technical permission also via push notifications, certain Promotions may be offered to the Registered Customer if he/she has consented thereto, either by Smiles NV, KPB and KPL themselves as jointly responsible parties or on behalf of the Participating Partner.

These Promotions may or may not be combined with other special offers at the Partner Point of Sale.

These Promotions are temporary, with the period of validity being indicated in each case.

Such Promotions may be limited in their validity to one or more Rewarding Partners and one or more Partner Points of Sale.

8. Using the Q8 Applications

When refuelling, the use of the Q8 Applications is not permitted next to the pump but only inside the car (with the doors closed) or in the shop and next to the savings terminal. The driver of the car may not use the Q8 Applications unless the car is parked.

9. Data protection

In the context of a Registered Customer's use of the Q8 Applications and Q8 smiles Media, Smiles NV, KPB and KPL will process personal data of the Registered Customer as joint controllers. These processing operations (purposes, categories of personal data, etc.) are explained in the Privacy Statement, which you can find in the Q8 Applications. All questions relating to this matter should be sent to privacy@Q8smiles.be and/or privacy@Q8smiles.lu, and the identity and contact details of the relevant data controllers can be found via the Privacy Statement.

10. Theft or loss

Smiles NV cannot be held responsible for loss or theft of the Q8 smiles Media or for any damage resulting from the use or abuse of a Q8 smiles Medium, or from the fact that the Registered Customer or Non-Registered Customer can only make partial use of a given advantage. Any loss, theft or suspicion of abuse of a Q8 smiles Medium must be reported immediately to Smiles NV via the contact centre.

11. Changes

Smiles NV reserves the right to make changes at any time to these Q8 smiles General Terms and Conditions, including but not limited to modifying the list of Supported Products/Services and changing the method for granting Smiles.

In the event of such a change, Smiles NV will inform Registered Customers at least fourteen (14) days in advance. If a Registered Customer does not agree with the changes, he or she has the right to terminate the use of the Q8 smiles Loyalty Programme at no cost starting on the date of entry into force of the changes and to contact Smiles NV regarding the return of his/her physical Q8 smiles Media. If a Registered Customer uses the Q8 Applications, he/she can use the contact form in the Q8 Applications for this. Continued use of a Q8 smiles Medium or the Q8 Applications after that period will be considered to be an acceptance of the changes. The termination of the Q8 smiles Loyalty Programme will result in the suspension or termination by Q8 of the right to use the Q8 Applications.

The applicable Q8 smiles General Terms and Conditions may be viewed in the Q8 Applications at any time.

12. Suspension and termination

Smiles NV reserves the right to:

- (a) terminate the Q8 smiles Loyalty Programme at any time, provided a prior notice period of 3 months has been observed;
- (b) in the event of suspicion of fraud, any other abuse or non-compliance with these Q8 smiles General Terms and Conditions, to take measures to prevent this, including temporarily blocking a Q8 smiles Account for the time needed for an investigation, temporarily or permanently disabling certain functionalities or adding certain modalities (e.g. requiring a waiting period for certain functionalities), or permanently excluding a Registered Customer or Non-Registered Customer from participating in the Q8 smiles Loyalty Programme, if there are grounds to do so (unusual transactions and movements, Smiles that are not linked to the customer's own purchases, any manipulation of a programme or similar actions, by registering the same person multiple times, the use of 'disposable email addresses', the

possession of an above-average number of Smiles as a Non-Registered Customer, etc.).

The Registered Customer may deregister from the Q8 smiles Loyalty Programme at any time by completing the designated contact form in the Q8 Applications and submitting it to Smiles NV, with the result that the Registered Customer's Q8 smiles Account will be blocked and no more Smiles will be accumulated in this Q8 smiles Account. As the Registered Customer's access to the Q8 smiles Account is blocked after deregistration, a Registered Customer who still wishes to redeem his/her accumulated Smiles should do so before deregistering. Deregistering causes all accumulated Smiles in the Q8 smiles Account to expire.

The suspension or termination by Q8 of the right to use the Q8 Applications may result in the suspension or termination of the Q8 smiles Loyalty Programme. Upon termination or suspension for any reason whatsoever, the Registered Customer or Non-Registered Customer has no right to any compensation for or refund of the expired or suspended Smiles.

13. Right of withdrawal and legal guarantee for Registered Customers

Without prejudice to the exceptions specified in Article VI.53 of the Code of Economic Law, the Registered Customer, acting as a consumer, has a period of 14 days from the acceptance of the Q8 smiles General Terms and Conditions to withdraw his/her acceptance of the Q8 smiles General Terms and Conditions without having to give reasons, and without having to bear any costs other than those specified in Article VI.50, § 2, and Article VI.51 of the Code of Economic Law (Article VI.47 et seq. of the Code of Economic Law).

Before the expiry of the withdrawal period, the Registered Customer will notify Smiles NV of his/her decision to withdraw his/her acceptance of the Q8 smiles General Terms and Conditions. The Registered Customer may use the model withdrawal form for this purpose, as included in Annex 2 of the Code of Economic Law <https://economie.fgov.be/sites/default/files/Files/Forms/Formulier-herroeping.pdf>, or make any other unequivocal statement in which he/she declares his/her withdrawal of his/her acceptance of the Q8 smiles General Terms and Conditions.

If he/she withdraws his/her acceptance of the Q8 smiles General Terms and Conditions, the Registered Customer will refrain from using the Q8 smiles Loyalty Programme and making it available to third parties. Q8 may prevent any further use of the Q8 smiles Loyalty Programme by the Registered Customer in such a case, in particular by making the Q8 smiles Loyalty Programme inaccessible to the Registered Customer, without prejudice to the provisions of Article VI.50, § 6 of the Code of Economic Law.

In the event of lack of conformity of digital content or a digital service subject to these Q8 smiles General Terms and Conditions, Registered Customers may revert to the rules on

the statutory guarantee of conformity in accordance with Articles 1701/1 - 1701/19 of the Old Civil Code.

14. Help & complaints

smiles.q8.be FAQ; smiles.q8.lu FAQ

Q8 App FAQ

smiles.q8.be contact form; smiles.q8.lu contact form

Q8 App contact form

Q8 smiles contact centre on 0800 11 323, or from abroad: 0032 23 022 645.

Q8 smiles can be contacted by email at

Smiles NV will make the necessary efforts to handle your complaint as soon as possible in order to find a successful outcome. Are you dissatisfied in spite of our efforts? In that case, please contact the independent service of the Ombudsman for Retail, <https://www.ombudsmanforretail.be/en>, a recognized qualified entity for online dispute resolution, at the following address:



Ombudsman for Retail

Avenue Edmond Van Nieuwenhuyse 8

1160 Brussels

email: info@ombudscom.be

The European ODR (online dispute resolution) platform is available through the following website: <https://ec.europa.eu/consumers/odr/>

15. Applicable law and competent courts

Where a provision of these Q8 smiles General Terms and Conditions is struck down, declared null and void or its validity is denied by a judicial authority, this shall have no effect on the other provisions of these Q8 smiles General Terms and Conditions. If applicable, the Registered Customer or Non-Registered Customer and Smiles NV shall enter into discussions to agree new provisions, in the process of which they shall seek to fit as closely as possible with the purpose and aim of the struck down, nullified provision or the provision whose validity has been denied.

Smiles NV may transfer its rights and obligations arising from these Q8 smiles General Terms and Conditions to another legal entity by means of written notification to the Registered Customer at least 2 weeks in advance. The Registered Customer and Non-registered Customer may not transfer the rights and obligations arising from these Q8 smiles General Terms and Conditions to third parties without the consent of Smiles NV

These Q8 smiles General Terms and Conditions and all transactions, Vouchers and other items that fall within their scope are governed by Belgian law.

Any disputes that may arise between Smiles NV and the Registered Customer or Non-Registered Customer shall be heard by the competent judge in Brussels. The competent court in Brussels will also settle all disputes relating to data protection arising between Smiles NV, KPB and/or KPL and the Registered Customer or Non-Registered Customer.

These Q8 smiles General Terms and Conditions were last updated on 20 November 2023.