

**GENERAL TERMS AND CONDITIONS FOR THE ACQUISITION AND USE OF THE “SPETTACOLO APP”  
(hereafter “APP”)**

**I. GENERAL TERMS AND CONDITIONS**

1. Downloading and using the App

The App can be downloaded free of charge from the Google Play and iTunes App Stores. Use of the App is subject to the conditions set out below.

All rights and obligations in connection with the App apply exclusively in respect of Valora Schweiz AG in Muttenz (hereafter “Valora”) and you (hereafter “Customer”). By accepting the General Terms and Conditions, you accept and agree with all points contained in these General Terms and Conditions.

2. Content of the App

a. Registration

Prior to making the first purchase of a product, the Customer must register for the intended use of the App by providing the following details via his/her smartphone:

- Last name, first name
- Date of birth/gender (optional)
- Mobile phone number
- Email address (optional)

The Customer is obliged to provide full and truthful details upon registration and for other acts of use, to keep all details up to date and to report any errors immediately. These data will be stored as your personal profile.

b. Prepaid account

The App contains a prepaid account solution known as a Stored Value Account. A positive account balance may be used as a cashless mean of payment (hereafter “Prepaid@POS”) to purchase products within our Spettacolo retail outlets (hereafter “CS Retail Outlets”) as well as for the Click & Pick Service.

The basic assumption is that Spettacolo products will be purchased for external consumption, i.e. as take-aways.

The Customer acknowledges that he/she may only maintain one prepaid account (see Section III) and only use it for the future purchase of products.

c. Click & Pick

The App may be used to purchase parts of the Spettacolo range (hereafter “Product(s)”) that have already been prepared for the Customer to pick up from one of the CS Retail Outlets at a given time (hereafter “Click & Pick”).

## II. PREPAID ACCOUNT

### 1. General information

This prepaid credit balance is treated as cash. The monetary value that the Customer uploads onto his/her prepaid account may be used solely to purchase Products in CS Retail Outlets on site and/or online via the App.

A list of all CS Retail Outlets that accept payment via Prepaid@POS can be found by following this link: [www.spettacolo.ch](http://www.spettacolo.ch).

Credit balances on the prepaid account do not pay interest.

Valora reserves the right not to accept a payment via the prepaid account or to restrict use of the App in another way if usage is not authorised, is fraudulent or illegal in any other way.

### 2. Uploading prepaid credit balance

Within the App, the Customer may upload predefined monetary amounts onto his/her profile-related prepaid account either by using his/her credit card (VISA or MASTERCARD) or making a cash payment at a CS Retail Outlet. Valora accepts no liability for transmission errors or technical defects.

The maximum permissible account balance must never exceed CHF 3,000 (three thousand). The prepaid credit balance may be used directly after it has been uploaded.

If desired by the Customer, the credit card information may be saved within the App for future uploads to the prepaid account. The Customer must always ensure that his/her smartphone is protected against unauthorised access. If the Customer grants access to a third party to his/her customer profile, he/she must face any consequences of the latter's actions as if they were his/her own. If the Customer loses the smartphone, the Customer may have his/her profile and therefore the prepaid account blocked. Contact information in this regard can be found in Section VII.

To protect customers, staff in CS Retail Outlets may at random compare the details of the Customer profile within the App with details on the ID card for Click & Pick orders or for payment via Prepaid@POS.

### 3. Payout and expiry of prepaid credit balances

Prepaid credit balances are not paid out in cash, either in full or in part. If no payments are effected using the App within 10 years, then the existing prepaid credit balance expires.

### 4. Transferring prepaid credit balances

Prepaid credit balances cannot be transferred by the Customer to a third party.

### 5. Account transactions and receipts

The Customer does not receive an account statement, but may view the current prepaid balance at any time in the App as well as any account transactions.

After every transaction, the Customer may ask for a receipt which the system will then issue as a PDF file and send to an email address provided by the Customer.

### 6. Handling complaints

Valora reserves the right to adjust the prepaid account balance if a spelling mistake, billing or accounting error has occurred. If a Customer has any queries about his/her account transactions, a correction or is

uncertain about a transaction or correction that was charged to his/her prepaid account, he/she can forward the query by email to [info@spettacolo.ch](mailto:info@spettacolo.ch). In these instances, the matter is investigated and the result documented. If an error is confirmed, this will be corrected and confirmed to the Customer. Equally, the Customer will be informed if no error was detected. Valora accepts no responsibility for accounting errors, unless the Customer advises within thirty (30) days from the date of the transaction in question.

### **III. CLICK & PICK**

#### **1. Click & Pick ordering process**

The Customer may select Products in the App at prices current at the time of ordering and specify the time of pick-up of his/her order (within business opening hours) and also the place (choice of CS Retail Outlet). The order quantity per Click & Pick order may be automatically restricted for operational reasons, and the number of orders per time unit may also be limited. There is no claim for all Products in the App range being available all the time. Prices and availability may differ depending on the time and location (location-specific price promotions and special ranges). Click & Pick orders require sufficient credit available on the prepaid account.

The order sent by the Customer is accepted or rejected with a confirmation message. Partial orders shall not be taken into account. When sending the Click & Pick order, the prepaid account is debited with the purchase amount; if the barista subsequently rejects the order, the amount already booked will be recredited to the account.

If the order is accepted, the Customer receives confirmation of the order details and a collection number which he/she can provide as proof at the CS Retail Outlet as recipient of the ordered goods.

Under the selected pick-up arrangements, the Products are made available to the Customer in the CS Retail Outlet for a limited pick-up time (maximum 5 minutes). If the Customer cannot pick up the order within the given time, the Products will be destroyed to maintain Spettacolo's high quality standards. There is no entitlement to a refund of the purchase price or to replacement products for a later pick-up.

#### **2. Controls of Click & Pick collections**

All Click & Pick orders are saved electronically. The Customer receives an electronic copy of the confirmed order on his/her smartphone. The Customer must be able to produce this confirmation when collecting the Products if random checks are carried out, which is why he/she must ensure that his/her smartphone is working.

On request, the Customer must show Spettacolo staff the smartphone and make all control elements and display levels visible. The smartphone must be handed out to Spettacolo staff for control purposes if so requested by them. Spettacolo staff are entitled to use the smartphone to carry out ordinary checks.

#### **3. Cancellation**

The Customer cannot change or cancel an order that has been sent, either in full or in part.

### **IV. PAYMENT PREPAID@POS**

The Customer may use his/her prepaid credit balance to pay for Products on site at a CS Retail Outlet ("Prepaid@POS"). To do so, the total amount to be paid will be displayed to the Customer within the App

for manual confirmation before it is debited from his/her prepaid account. Part-payments are not possible.

After the successful Prepaid@POS payment, the transaction amount will be displayed to the Customer in the order overview. A detailed list of individual Products purchased using Prepaid@POS transactions can be seen on the receipt which can be requested in the App (see Section II).

## **V. DATA PROTECTION**

Valora takes the protection of personal data very seriously. We would like you to know which personal data we have and save for operating the App and how we use such data. To do so, we comply with the requirements of the Swiss Data Protection Act and the General Data Protection Regulation (EU).

### **1. Who is the responsible agent for data protection purposes?**

The responsible agent for data protection purposes for the collection, processing and usage of your personal data in connection with operating the App is Valora Schweiz AG, Hofackerstrasse 40, CH- 4132 Muttenz. Queries about this declaration or questions about data protection should be directed to the following address: [dataprivacy@valora.com](mailto:dataprivacy@valora.com).

### **2. Which data are collected and processed and for what purposes?**

Valora processes the following personal data: first name, last name, date of birth and mobile telephone number, as well as gender and email addresses (optional) that you make available to us when you register to use the App.

Valora uses the data you have given us primarily to operate as well as perform and process App services.

It is also important for us to determine which content and Products you find interesting so that we can continually improve our offering. By using the App, you agree to receive information from us via the App from time to time about Products and Product offers.

We record and process user data to maintain the business relationship, for marketing purposes, for carrying out evaluations and producing statistics. To do this, we use evaluation tools that enable us to identify whether and when you have used the App (for more details see point 3). In doing so, we can inform you on a targeted basis, either individually and personally or anonymously and on a group basis, about Products and prevent unnecessary marketing. As such, we aim to provide the best possible service for you with easy access to our Products as well as to those of our partner companies, and to offer you the greatest possible range of services in processing the usage agreement.

You also have the option of subscribing to our newsletter. You can subscribe and unsubscribe using a separate link you will be given.

### **3. How do we process your data and who do we pass it onto?**

Valora complies with the applicable law when dealing with personal and customer data.

By registering and using the App, a user profile in particular is produced. A user profile comprises data given upon registration (first name, last name, date of birth and mobile telephone number, as well as gender and email address (optional)), plus the purchase data (including details of place and time, information on Products as well as services and benefits taken up). Based on this customer profile, shopping basket analyses can be carried out that illustrate consumption patterns and profiles.

If required for Click & Pick orders, Prepaid@POS transactions or for registration, operation and maintenance of the App, we may pass on your data within the Valora Group or to external providers. These providers are contractually obliged solely to process personal data on our behalf and in line with our instruction and to comply with technical and organisational measures to ensure that personal data

are protected. Furthermore, your data are only processed in Switzerland or in EU countries.

Valora may publicly disclose collated and non-personal (anonymised) data or pass these on to other partners. For example, Valora may potentially publish such information in order to highlight trends in customer behaviour.

If Valora is involved in a corporate merger, joint venture, a company purchase/sale or a sale of assets, it may pass on the personal and user data in this regard for further processing to any third-party acquirer or merger or joint venture partner.

**4. How long are my data saved for?**

Provided they are no longer needed for the purposes for which they were collected, the usage agreement ends or the user requests such deletion (see however Point 6), all saved personal data will be immediately and irrevocably deleted, provided Valora is not obliged to retain them on legal grounds. Aggregated or anonymised data that do not identify the Customer may however be used for internal purposes.

You agree to the use of your personal data for marketing purposes. To do this, we will use your data, provided you have not withdrawn your consent. To withdraw consent, please see below and the separate option of unsubscribing from newsletters.

**5. How do we protect your data?**

We have put technical and organisational measures in place to ensure that the provisions on data protection are complied with by us and also by external service providers that work for us.

**6. What rights do I have?**

You are entitled at any time to ask for information on the data we have saved about you. You may also at any time ask the responsible agent for the correction, transmission, partial or full deletion and blocking of individual personal data, provided there are no statutory retention obligations that conflict with this request.

Furthermore, you may at any time and without giving reasons make use of your right to object. An objection to the processing of personal data necessary for operating the App is at the same time a termination under VII point 2. During a 2-week period, your data may still be processed, provided this is still required for processing pending transactions.

You may at any time withdraw your consent to receiving information and marketing offers by following the unsubscribe link in the newsletter or via the email address [dataprivacy@valora.com](mailto:dataprivacy@valora.com).

Furthermore, under certain conditions, there is a right to complain to a responsible data protection supervisory authority.

**7. How is this declaration updated?**

Parts of this data protection declaration may be amended or updated by us without our having to inform you about them. If we make major changes, you will be informed accordingly. Please check the data protection declaration before you use our services or offerings so that you are up to date with potential changes and updates. Regarding changes to the App functions, prices and other GTCs, see below VII point 5.

**8. Where can I find more information on data protection?**

You can find more information in the data protection declaration on our homepage ([Link](#)).

Queries on data protection may be sent to the following address: [dataprivacy@valora.com](mailto:dataprivacy@valora.com)

**VI. CONCLUDING PROVISIONS**

**1. License**

Provided the Customer has accepted these General Terms and Conditions and complies with them in full and at all times, Valora shall grant him/her the non-exclusive, non-transferable, non-sublicenseable license

to use the App (“License”) under the following conditions: no copies may be made or any other rights in the App transferred in any way to third parties. Neither the content of the App nor the underlying material that forms part or an element of the content may be modified, changed, adjusted, disassembled, encrypted, decompiled, subject to re-development, corrected or amended in any other way. The Customer acknowledges that no rights are being permanently transferred to him/her through installation of the App.

2. Termination

Valora may terminate the agreement with the Customer subject to a two-week termination period and is entitled at any time to withdraw the App from the market subject to a two-week notice period. If there is a positive prepaid balance at that time, customers who can prove they are owners of the prepaid account shall be given Spettacolo vouchers on site for the same amount. The Customer may terminate the agreement with Valora subject to a two-week termination period.

3. Availability and provision of services

Valora aims to provide the highest and permanent availability of App services. However, it provides no guarantees for an uninterrupted service, for the service to be available at a specific time or for completeness.

4. Liability

Subject to mandatory statutory provisions, Valora shall be liable only for willful misconduct and gross negligence. Use of the App shall be entirely at the Customer’s risk.

5. Change of prices and GTCs

Valora may at any time amend the App functions, prices and these GTCs. Changes to these GTCs become effective when the Customer accepts them in the form of an update to the App or in any other form. If the Customer does not accept the amended GTCs within 10 days, the App will be deactivated after 60 days. See above under V point 7 for the specific adjustment of data protection provisions.

6. Applicable law and jurisdiction

Subject to mandatory statutory provisions, the relationship between Valora and the Customer shall be subject exclusively to the substantive laws of Switzerland.

The exclusive place of jurisdiction for any disputes between Valora and the Customer in relation to their relationship is Basel (Canton of Basel-Stadt), subject to mandatory statutory provisions to the contrary.

7. Questions and support

Questions about the App can be directed to the following address: [info@caffespettacolo.ch](mailto:info@caffespettacolo.ch)

Valora, 15 May 2018