

Cardholder Terms and Conditions

1. The Card Linked Offers Service, promoted as “Barclays Cashback Rewards”

- 1.1 Visa Europe Limited (“**Visa**”, “**us**” or “**we**”), a company incorporated in England (company number 05139966) whose registered office is at 1 Sheldon Square, London W2 6TT, has teamed up with your bank, building society or other entity that has issued your Visa debit card (“**Card Issuer**”) to provide you with the opportunity to earn Cashback on qualifying purchases you make with your Registered Card (as defined in clause 3.1) (“**Barclays Cashback Rewards**”).
- 1.2 These terms and conditions (“**Terms**”) are entered into between you and Visa. The Terms govern your participation in Barclays Cashback Rewards, including your use of the related website provided by Visa to support Barclays Cashback Rewards (the “**Site**”).
- 1.3 Please refer clause 8 for details on how Visa and your Card Issuer process personal information as data controllers in connection with Barclays Cashback Rewards.
- 1.4 Barclays Cashback Rewards is provided by Visa through its subcontractor and processor, Reward. Reward is the trading name of Sports Loyalty Card Limited; a limited company registered in England and Wales (company number 04158111) with its registered office at 71 Queen Victoria Street, London EC4V 4BE.
- 1.5 Barclays Cashback Rewards may be marketed to you by your Card Issuer.

2. Eligibility

- 2.1 You may only participate in Barclays Cashback Rewards if you:
 - a. are over the age of 18 and a resident of the United Kingdom;
 - b. have a personal Visa card that is eligible to be registered for Barclays Cashback Rewards (as may be communicated to you by your Card Issuer) and registered to a billing address in the United Kingdom (“**Eligible Card**”); and
 - c. have completed the registration procedure for Barclays Cashback Rewards via the Barclays app and created an account (a “**Barclays Cashback Rewards Account**”), (a “**Participant**”).
- 2.2 For a card to be eligible to be registered for Barclays Cashback Rewards it must not be a:
 - a. Visa business or Visa corporate credit or credit card;
 - b. Visa pre-paid card; or
 - c. any other Visa card that is not eligible to be registered for Barclays Cashback Rewards (as may be communicated to you by your Card Issuer) and/or is not registered to a billing address in the United Kingdom.

3. Service Description – How you earn Cashback in connection with Barclays Cashback Rewards

- 3.1 Under Barclays Cashback Rewards, Visa will allow Participants of successfully registered Eligible Card(s) (“**Registered Card(s)**”) to redeem the benefit of offers in store or online (“**Offers**”).

- 3.2 Through the Site, Visa will provide you with details of any Offers in which we think you may be interested, including by analysing your preferences as further described in clause 8 below.
- 3.3 Each Offer to which you have access will have its own specific terms and conditions (“**Offer Specific Terms**”). These Offer Specific Terms may include restrictions, for example, the length of time you have to take advantage of the Offer. In addition, the Offer Specific Terms may affect the pending period of an Offer (see clause 4.1 for further details regarding the pending period).
- 3.4 It is your responsibility to read and understand the Offer Specific Terms before redeeming the related Offer. It is also your responsibility to ensure that the Offer is suitable for you and that you are happy to redeem the Offer under such terms. Where the Offer is made by a third-party merchant that Visa has partnered with (“**Participating Merchant**”), the Offer Specific Terms and any transaction you enter into will be between you and the relevant Participating Merchants and will not constitute a contract between you and Visa.
- 3.5 The Offers for which you are eligible may vary depending on a variety of factors, such as timing, availability of any Offers or redeemable benefits. Visa reserves the right to amend or withdraw any Offer, at any time before the Offer is redeemed. Should you believe that you have earned Cashback against a Qualifying Purchase (each as defined at clause 3.6) but cannot see it in your Barclays Cashback Rewards Account, please fill in a Missing Transaction form in the Settings section of the Site.
- 3.6 If a Participant successfully earns Cashback (as defined below) by making an eligible transaction using a Registered Card (a “**Qualifying Purchase**”), this amount will be rounded down to the nearest penny. Visa will credit your Available Balance (as defined at clause 4.1) with your earned Cashback value provided in accordance with the Offer and subject to the provisions set out in clause 4. For example, if the Offer is for 20% off any purchases of £50 or more, and you make a £100 purchase, Visa (and not the Participating Merchant) will add £20 cashback value to your Barclays Cashback Reward Account (the “**Cashback**”).
- 3.7. These Terms apply to how you may receive an Offer in connection with the Barclays Cashback Rewards, including the adding of Cashback on to your Barclays Cashback Reward Account as further set out in clause 4 and/or the redemption of a Qualifying Purchase by way of adding Cashback directly into a Participant’s Barclays Cashback Rewards Account, these Terms shall be between you and Visa, and not between you and the Participating Merchant.
- 3.8 You can monitor how much Cashback you have earned and review any Qualifying Purchases, on your Barclays Cashback Rewards Account.
- 3.9 In order for Visa to track the transactions you make and add the relevant Cashback value, you must use your Registered Card or your Registered Card details in-store or online when you make a Qualifying Purchase. Your Registered Card can be a physical debit card or a card held in an Apple Pay™ or Google Pay™ mobile wallet solution. If you use any other third-party mobile wallet provider to make a Qualifying Purchase, Visa may not be able to reliably track these transactions and reserves the right to reject redemption of the Offer.

4. Service Description - How you can redeem your Cashback in connection with Barclays Cashback Rewards

- 4.1 Visa will credit your earned Cashback directly into a Participant's Barclays Cashback Rewards Account. The value of the Cashback earned through Offers will be displayed as "pending" for at least 35 working days, but this may be longer depending on the Qualifying Purchase. For example, if the Participating Merchant is a mattress brand and has a 90-day trial-and-returns period, the Offer Specific Terms may mean that the Cashback value will only be released from pending after 90 days. This may also be the case for qualifying travel-related purchases whereby Cashback is awarded after a successful flight or stay. If Cashback is displayed as pending, this means that the Cashback has been recorded but is not available to use. Once the Cashback is ready for you to redeem, it will be shown as "Available Cashback".
- 4.2 If you return a Qualifying Purchase to a Participating Merchant, this may lead to either a partial or full refund of the Qualifying Purchase amount. The amount of "pending" Cashback or Available Cashback associated with the Qualifying Purchase amount may be reduced commensurately.
- 4.3 Visa will provide you with details of how you can use and/or redeem Available Cashback. Visa reserves the right to amend how Available Cashback may be used or redeemed by Visa. For example, charitable donations or eVoucher options may be added or removed over time at Visa's reasonable discretion.
- 4.4 Available Cashback is for your sole use and cannot be transferred to any other person or redeemed on your behalf by the Card Issuer. This means that any Available Cashback you have not redeemed may be lost in the event that your Barclays Cashback Rewards Account is closed or your account becomes dormant or in the event of your death.
- 4.5 Available Cashback has no monetary value until it has been redeemed in accordance with the options made available to you.
- 4.6 Visa shall be responsible for the redemption of Available Cashback to you and for its use.
- 4.7 If you believe that any earned Cashback is missing from your Barclays Cashback Rewards Account, you must complete and submit a claim application (see the Settings section on the Site) no more than 60 working days (being any day other than a Saturday, Sunday or public holiday in England) from the date of the Qualifying Purchase. Visa has no responsibility or liability with respect to any claim for missing Cashback that is submitted more than 60 working days from the date of the Qualifying Purchase.

5. Participation in Barclays Cashback Rewards

- 5.1 You agree that you will not:
 - a. act in any way that may harm or impair the Site or Visa's operation of the Barclays Cashback Rewards;
 - b. use the Site or participate in Barclays Cashback Rewards in an unlawful or fraudulent manner, or in a way that could encourage others to act unlawfully or fraudulently for example accessing or attempting to access the Barclays Cashback Rewards Account of other Participants or to penetrate or attempt to penetrate any of the security measure in place, or
 - c. misuse the Site to participate in Barclays Cashback Rewards in any way to gain a financial advantage.
- 5.2 In the event that Visa reasonably suspects any of the provisions in clause 5.1 have been breached by a Participant, Visa reserves the right to:
 - a. investigate and delay the addition of Cashback to the Participant's Available Cashback during such investigation;
 - b. remove all or part of the Cashback in question from the Participant's Available Cashback;
 - c. deny the Participant from participating in Barclays Cashback Rewards; or
 - d. fully or partially suspend the service to that Participant.

6. Account Registration and Security

- 6.1 In order to use Barclays Cashback Rewards, you are required to register for a Barclays Cashback Rewards Account through the Barclays app. In registering for a Barclays Cashback Rewards Account you will be required to confirm certain registration information ("**Registration Data**"). This Registration Data can be updated via your Barclays Cashback Rewards Account.
- 6.2 Subject to any terms, you may update your Registered Card(s) with other Eligible Card(s) ("**New Card**"). We will aim to make your New Card active and ready to use for the Barclays Cashback Rewards within 48 hours of when it is registered.
- 6.3 Subject to the participation of your Card Issuer and any applicable laws and regulations, we may automatically update your account with the details of your eligible replacement card (for example, where your card is lost or stolen or has expired) so that you continue to benefit from Barclays Cashback Rewards and receive relevant Offers.
- 6.4 To allow us to provide you with the latest information about Barclays Cashback Rewards and Offers, you agree to provide us with true, accurate, and complete Registration Data, and to keep this Registration Data up to date. If the Registration Data is not accurate and up to date, then Visa may be unable to make Offers available to you, or to add Cashback onto your Barclays Cashback Rewards Account. Visa bears no responsibility for any inaccurate Registration Data provided by you or any failure by you to keep it updated. Nothing in this clause shall operate to exclude Visa from responsibility where any loss or damage is caused by Visa's failure to provide the service with reasonable care and skill.
- 6.5 Visa will implement adequate technical and organisational security measures to ensure the protection of your Registration Data and security of your Barclays Cashback Rewards Account.
- 6.6 You agree that you will keep your password confidential. You are responsible for all actions taken under your Barclays Cashback Rewards Account, unless such actions were the result of actions beyond your control, such as third-party hacking.
- 6.7 You agree to contact your Card Issuer as soon as you become aware of any unauthorised use of your Barclays Cashback Rewards Account or any other actual or potential security breach relating to your Barclays Cashback Rewards Account.

7. Charges

- 7.1 Your participation in the Barclays Cashback Rewards is free of charge.
- 7.2 Payment of any money for products or services to, and related charges (such as delivery) from, Participating Merchants remain your sole responsibility.
- 7.3 No representations are made by Visa regarding any personal tax liability arising as a result of your participation in Barclays Cashback Rewards.

8. Your information

- 8.1 Visa processes your personal information as necessary to provide Barclays Cashback Rewards to you (as set out in these Terms), and for related purposes described in Visa's **Global Privacy Notice** (which form part of these Terms). Note that to optimise Barclays Cashback Rewards and ensure we communicate Offers that are relevant to you, we will analyse your transaction history, including any Qualifying Purchases you make.
- 8.2 In order to ensure that your communications from your Card Issuer relating to Barclays Cashback Rewards remain relevant, we may pass details of your registration status back to your Card Issuer.
- 8.3 For more information about how Visa and its affiliates and service providers collect, protect and share your personal information when you use Barclays Cashback Rewards, and any data privacy rights and choices you may have, please read the **Global Privacy Notice**. If you use other services operated by your Card Issuer, a merchant or any other third party, separate privacy notices may apply.
- 8.4 You are responsible for ensuring the personal information associated with your account remains adequate and up to date.

9. Intellectual property

- 9.1 The Site and any other materials provided by Visa under Barclays Cashback Rewards, including any information, graphic, artwork, text, video clip, audio clip, trademark, logo and other content (collectively, "**Visa Content**") are owned by Visa or its licensors and protected under copyright, trademark and other intellectual property laws.
- 9.2 Visa grants to you a personal, non-exclusive, non-transferable, revocable and limited licence (without the right to sublicense) to access and use the Site and download, print and/or copy Visa Content solely for your own personal use and subject to these Terms. You acknowledge and agree that the trade secrets and intellectual property embodied in the Site and otherwise used in connection with Barclays Cashback Rewards have not been and will not be licensed or otherwise disclosed to you.

10. How to unsubscribe from Barclays Cashback Rewards

- 10.1 You may opt out of marketing communications through your Barclays Cashback Rewards Account or using the link provided in such communications. For more information about your choices, please refer to the [Global Privacy Notice](#). Please note that unsubscribing from marketing communications will have no effect on your marketing preferences with your Card Issuer and you will still receive important updates about Barclays Cashback Rewards.
- 10.2 You may unsubscribe from Barclays Cashback Rewards through your Barclays Cashback Rewards Account. To unsubscribe from Barclays Cashback Rewards, please refer to the Settings section.
- 10.3 If you unsubscribe from Barclays Cashback Rewards, you can redeem any Available Cashback for a period of 40 days after unsubscribing. After the 40-day period expires, any remaining Available Cashback and pending Cashback will also expire. You will not be able to earn any further Cashback for any purchases once you have unsubscribed.

11. Termination and suspension of Barclays Cashback Rewards

- 11.1 Visa may terminate or suspend your access to or use of Barclays Cashback Rewards at any time, immediately and without prior notice to you if, in our reasonable opinion, you materially breach any of these Terms.
- 11.2 Your Card Issuer may also terminate or suspend your access to or use of Barclays Cashback Rewards pursuant to its own terms and conditions.
- 11.3 Visa may, in its sole discretion, suspend Barclays Cashback Rewards as a whole or in part at any time.
- 11.4 Visa may, in its sole discretion, terminate Barclays Cashback Rewards as a whole or in part at any time, by providing you with 30 days' notice.
- 11.5 In the event that Visa exercises its right to terminate or suspend Barclays Cashback Rewards, or your access to Barclays Cashback Rewards, as set out above, Visa will, provided you are not in breach of these Terms, redeem or allow you to use any outstanding Available Cashback in accordance with one or more of the available options before the suspension or termination. If you are in breach of any of these Terms, you will lose your right to any Available Cashback for Qualifying Purchases made before any suspension or termination. Other than as set out in this clause, Visa shall not be liable to you for any suspension, discontinuance, termination, change or modification to the Barclays Cashback Rewards.

12. Liability

- 12.1 Notwithstanding any other terms, nothing in these Terms shall exclude or limit our liability for fraud, fraudulent misrepresentation, death or personal injury resulting from our negligence.
- 12.2 We do not guarantee that your Barclays Cashback Rewards Account or the Site will be available uninterrupted or in a fully operating condition. Access to your Barclays Cashback Rewards Account or the Site may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons reasonably beyond our control.
- 12.3 Barclays Cashback Rewards may allow you to access other websites or applications owned and/or operated by Participating Merchants or other third parties. You access and use such websites or applications at your own risk, and Visa has no control over or liability in relation to your access to or use of them.
- 12.4 Where Offers are provided by Participating Merchants (or Participating Merchants via other third parties) to you through Barclays Cashback Rewards, the Offer Specific Terms and any subsequent purchase(s) are made between you and the Participating Merchants (not Visa). Visa is not liable, in whole or in part, for any loss, expense or costs you incur as a result of the actions or omissions of the Participating Merchants or third parties, their Offers (including without limitation notice exclusions, withdrawal, postponement or amendment of Offers) or their products or services.

13. Changes to Terms

- 13.1 Visa may amend these Terms at any time by providing you with 14 days' notice. All such changes will take effect from the date specified on the new Terms, which will be notified to you, and you will be deemed to have accepted any such changes by your continued use of Barclays Cashback Rewards from such date.
- 13.2 If you do not agree to the amendments, you may unsubscribe from Barclays Cashback Rewards by following the method described in clause 10.2.

14. Any Questions

If you have any questions about Barclays Cashback Rewards or the Site, please visit the FAQs section.

15. General Terms

- 15.1 You agree that if any court or relevant authority decides that any of these terms are unlawful, the remaining paragraphs will remain in full force and effect.
- 15.2 Visa may transfer our rights and obligations under these Terms to another organisation and we will notify you in writing if this happens. These Terms will then apply to that organisation in the same way as they applied to Visa. You cannot transfer your rights or obligations under these Terms to anyone else.
- 15.3 Without prejudice to the consumer laws in the country to which you are resident, the construction, validity and performance of these Terms and all obligations arising from or connected with Barclays Cashback Rewards (including non-contractual obligations) shall be governed by the laws of England, and the parties hereby irrevocably submit to the exclusive jurisdiction of the English courts to resolve any dispute between them.

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