

DISCOUNTIF – SALE OF GOODS TERMS

1. DEFINITIONS

1.1 When the following words with capital letters are used in these Terms, this is what they will mean:

- (a) **Event Outside of Our Control:** is defined in Clause 10.2 of these Terms;
- (b) **Goods:** the goods that We are selling to you as set out in the Order;
- (c) **Order:** your order for the Goods on or through our Site;
- (d) **Site:** www.discountif.com or any other of our domain names from time to time.
- (d) **Terms:** the terms and conditions set out in this document; and
- (e) **We/Our/Us:** Innovative Discounts Limited, having its registered offices at Office 210 250, York Road, London, United Kingdom, SW11 3SJ, a company registered in England and Wales under registration number 08484153.

1.2 When We use the words "writing" or "written" in these Terms, this will include e-mail unless We say otherwise.

2. OUR CONTRACT WITH YOU

2.1 These are the terms and conditions on which We supply Goods to you on or through our Site.

2.2 Please ensure that you read these Terms carefully together with the Account and Betting Terms and Conditions on our Site if you choose to take advantage of betting opportunities in form of possible discounts offered by Us on the Site, and check that the details on the Order and in these Terms are complete and accurate, before you sign and submit the Order. If you think that there is a mistake or require any changes, please contact Us using contact details on the Site.

2.3 When you sign and submit the Order to Us, this does not mean that We have accepted your order for Goods. Our acceptance of the Order will take place as described in Clause 2.4. If We are unable to supply you with the Goods, We will inform you of this in writing and We will not process the Order.

2.4 These Terms will become binding on you and Us when We issue you with a written acceptance of an Order, at which point a contract will come into existence between you and Us.

2.5 If any of these Terms conflict with any term of the Order, the Order will take priority.

2.6 We shall assign an order number to the Order and inform you of it when We confirm the Order. Please quote the order number in all subsequent correspondence with Us relating to the Order.

2.7 All prices of Goods on the Site have two elements: a) the retail price of the Goods (the "Retail Price") and b) the amount of customer's wager (the "Wager") (The Retail Price and the Wager form the "Total Price"). The two elements will be displayed separately on the Site, together with the Total Price the customer will be liable for when making an Order. The customer may be eligible to a refund of up to the Total Price (the "Discount") if his bet is a winning one as determined in accordance with the Account and Betting Terms and Conditions and rules of the individual markets displayed on the Site. Every customer's transaction on the Site is governed by these Terms as well

as the Account and Betting Terms and Conditions incorporating all the other policies will apply to your Order and your betting. Please note that according to the terms of the Account and Betting Terms and Conditions you may lose Your Wager if your bet made in connection with the Order is not a winning one. In this respect, besides the Account and Betting Terms and Conditions, please also read carefully Clause 11.4 of these Terms dealing with the exercise of your right to cancel your Order and return Goods in accordance with the Distant Selling Regulations 2000 in connection with your Order on the Site.

Example – please note that the example is given for illustration purposes only, rules of each individual market will be displayed on the Site in accordance with the Account and Betting Terms and Conditions.

1. Customer finds TV on the Site for £1,000 with the chance to get 100% cashback if England wins the World Cup,
2. During the purchase process a customer will be shown that £130 is related to the wager, and £870 is related to the TV purchase,
3. Customer finalises the purchase and TV is delivered,
4. Customers receive their discount if (and only if) England win the World Cup,
5. Customer loses the wager, i.e. £130 if England does not win the World Cup. The customer still keeps the TV purchased.

2.8 Our Site is solely for the promotion of Our Goods in the UK. Unfortunately, We do not accept orders from or deliver to addresses outside the UK.

2.8 The images of the Goods on the Site are for illustrative purposes only. Although We have made every effort to display the colours accurately, We cannot guarantee that your computer's display of the colours accurately reflect the colour of the Goods. Your Goods may vary slightly from those images.

2.9 Rules governing the opening and use of your account for purchases of Goods to which betting opportunities are attached as well as rules governing deposits and withdrawals to/from your account are set out in the Account and Betting Terms and Conditions.

3. CHANGES TO ORDER OR TERMS

3.1 We may revise these Terms from time to time in particular but not limited to the following circumstances:

- (a) changes in how We accept payment from you; or
- (b) changes in relevant laws and regulatory requirements.

3.2 If We have to revise these Terms under Clause 3.1, We will give you at least one month's written notice of any changes to these Terms before they take effect. You can choose to cancel the contract in accordance with Clause 11.

3.3 You may make a change to the Order for Goods within 3 calendar days of placing an Order by contacting Us. Where this means a change in the total price of the Goods, We will notify you of the amended price in writing. You can choose to cancel the Order in accordance with Clause 11 in these circumstances.

3.4 If you wish to cancel an Order before it has been fulfilled, please see your right to do so in Clause 11.

4. DELIVERY OF GOODS

4.1 Please note that timescales for delivery and delivery charges will vary depending on the availability of the Goods and your address. Unfortunately We do not accept orders from or deliveries to addresses outside the UK.

4.2 We will contact you with an estimated delivery date. Occasionally Our delivery to you may be affected by an Event Outside Our Control. See Clause 10 for Our responsibilities when this happens.

4.3 Delivery of an Order shall be completed when We deliver the Goods to the address you gave Us or you collect them from Us.

4.4 If no one is available at your address to take delivery, We will leave you a note that the Goods have been returned to Our premises, in which case, please contact us to rearrange delivery.

4.5 If We are not able to deliver the whole of the Order at one time due to operational reasons or shortage of stock, We will deliver the Order in instalments. We will not charge you extra delivery costs for this. However, if you ask Us to deliver the Order in instalments, We may charge you extra delivery costs. Each instalment shall constitute a separate contract governed by these Terms. If We are late delivering an instalment or one instalment is faulty, that will not entitle you to cancel any other instalment.

4.6 The Goods will be your responsibility from the completion of delivery or from when you collect the Goods from Us.

4.7 You own the Goods once (and only if and when) We have received payment in full.

5. AVAILABILITY OF OUR GOODS

5.1 Our products are offered while supplies last. The information on the availability of products comes directly from our suppliers and is provided to you at the moment an order is put through. We cannot be held responsible for any error or exceptional modification.

5.2 In the event that our Goods is not available after you have placed an order, we will inform you by email as quickly as possible so that you may cancel your Order if the delivery of the Order is over 15 business days late.

6. IF THE GOODS ARE FAULTY

As a consumer, you have legal rights in relation to Goods that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.

7. THIRD-PARTY MANUFACTURER'S GUARANTEE OF GOODS

7.1 The Goods come with a manufacturer's guarantee. For details, please refer to the manufacturer's guarantee provided with the Goods.

7.2 This guarantee is in addition to your legal rights in relation to the Goods that are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

8. PRICE AND PAYMENT

8.1 The price of the Goods will be set out in Our price list in force at the time We confirm your Order. Our prices may change at any time, but price changes will not affect Orders that We have confirmed with you.

8.2 These prices include VAT. However, if the rate of VAT changes between the date of the Order and the date of delivery or performance, We will adjust the rate of VAT that you pay, unless you have already paid for the Goods in full before the change in the rate of VAT takes effect.

8.3 The prices for the Goods exclude delivery costs, which will be added to the total amount due.

8.4 It is always possible that, despite Our best efforts, some of the Goods We sell may be incorrectly priced. We will normally check prices as part of Our despatch procedures so that, where the Goods' correct price is less than Our stated price, We will charge the lower amount when dispatching the Goods to you. If the Goods' correct price is higher than the price stated on Our Site, We will contact you to tell you and for your instructions. If the pricing error is obvious and unmistakable and could have reasonably been recognised by you as a mispricing, We do not have to provide the Goods to you at the incorrect (lower) price.

8.5 Where We are providing Goods to you, you must make payment for Goods in advance by credit or debit card. We accept payment with *Visa Debit, Visa Credit, Master Debit and Master Credit cards*. We will not charge your credit or debit card until We despatch the Goods to you.

8.6 If you do not make any payment due to Us by the due date for payment, We may charge interest to you on the overdue amount at the rate of 3% a year above the base lending rate of Barclays bank from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay Us interest together with any overdue amount.

8.7 However, if you dispute an invoice in good faith and contact Us to let Us know promptly after you have received an invoice that you dispute it, Clause 8.6 will not apply for the period of the dispute.

9. OUR LIABILITY TO YOU

9.1 If We fail to comply with these Terms, We are responsible for loss or damage you suffer that is a foreseeable result of Our breach of the Terms or Our negligence, but We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and Us at the time we entered into this contract.

9.2 We only supply the Goods for domestic and private use. You agree not to use the Goods for any commercial, business or re-sale purpose, and We have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

9.3 We do not exclude or limit in any way Our liability for:

- (a) death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);
- (d) breach of the terms implied by sections 13, 14 and 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); and
- (e) defective products under the Consumer Protection Act 1987.

10. EVENTS OUTSIDE OUR CONTROL

10.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under these Terms that is caused by an Event Outside Our Control.

10.2 An Event Outside Our Control means any act or event beyond Our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.

10.3 If an Event Outside Our Control takes place that affects the performance of Our obligations under these Terms:

- (a) We will contact you as soon as reasonably possible to notify you; and
- (b) Our obligations under these Terms will be suspended and the time for performance of Our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects Our delivery of Goods to you, We will arrange a new delivery date with you after the Event Outside Our Control is over.

10.4 You may cancel the contract if an Event Outside Our Control takes place and you no longer wish Us to provide the Goods. Please see your cancellation rights under Clause 11. We will only cancel the contract if the Event Outside Our Control continues for longer than four weeks in accordance with Our cancellation rights in Clause 12.

11. YOUR RIGHTS TO CANCEL AND APPLICABLE REFUND

11.1 Without prejudice to your other rights to cancel under our Terms you have a right to cancel your Order and return the Goods to us without giving reason until seven working days starting on the day you receive the Goods under the Order in accordance with The Distance Selling Regulations 2000. You may cancel your Order by contacting Us using the contact details on our Site. If you cancel your Order and you have already made any payment in advance for the Goods we will refund these amounts to you. We will not accept cancellation of Orders after seven days of your receipt of the Goods unless required otherwise by law. This Clause is however subject to your compliance with Clause 11.2.

11.2 Goods must be returned in saleable condition, carefully packaged in their original state, with all of their accessories (e.g. CD-ROM, cables, user guides, etc.) and without any modifications to their reference and serial numbers. They must have their labels intact, along with any stamps or marks required for resale. Goods must be returned to (please insert relevant address). Goods must be sent by recorded delivery (e.g. transporter), regardless of whether they are the subject of a refund or a return.

11.3 Without prejudice to your rights and obligations under Clauses 11.1 and 11.2, before the Goods is delivered, you have the following rights to cancel an Order for Goods, including where you choose to cancel because We are affected by an Event Outside Our Control or We change these Terms under Clause 3.1 to your material disadvantage:

(a) You may cancel any Order for Goods at any time before We despatch the Goods by contacting Us using contact details on our Site.

(b) If you cancel an Order under Clause 11.3(a) and you have made any payment in advance for Goods that have not been delivered to you, We will refund these amounts to you.

11.4. The cancellation of your Order before delivery of the Order or within seven working days thereof or any such period as may be provided by applicable legislation from time to time (“Non-eligibility period”) may result in your non-eligibility to a discount as set out below:

- a) If you cancel the Order within the Non-eligibility period before the related betting event has started or the event started but has not yet been settled and the odds have not significantly changed (DiscountIf will determine in its sole and absolute discretion what amounts to a significant change of odds) you will be entitled to full refund of the Total Price.
- b) If you cancel your Order within the Non-eligibility period after the event started or odds have significantly change, as determined within our sole and absolute discretion, but the event has not been settled yet you will be entitled to the refund of the Retail Price. You may be entitled to additional refund, within our sole and absolute discretion, dependent on the outcome of the betting event as set out below.
- c) If you cancel the Order within the Non-eligibility period after the settlement of the betting event you will be entitled to:
 - 1) The refund of the Retail Price and your winnings on the betting event if your bet is a winning one as determined in accordance with the Account and Betting Terms,
 - 2) The refund of the Retail Price, Retail Price only, if your bet on the betting event is a losing one as determined in accordance with the Account and Betting Terms. that the betting market has not been settled and the odds on that betting market have not significantly changed following our Account and Betting Terms.

11.5 In the event you dispute Our compliance with Distant Selling Regulations 2000 and the alleged incompliance could result in the extension of the Non-eligibility period by up to three months or any other period provided by applicable legislation from time to time your bet will be suspended and settled only when the dispute has been resolved. If we were compliant with Distant Selling Regulations 2000, meaning that the extended Non-eligibility period did not apply, Clause 11.4 will apply. If we were not compliant with Distant Selling Regulations and this non-compliance resulted in the extension of your right to cancel the Order by up to 3 months or other applicable period from time to time your bet will be cancelled but we will give you (X) per cent discount on the price of Goods under your Order.

12. OUR RIGHTS TO CANCEL AND APPLICABLE REFUND

12.1 We may have to cancel an Order before the Goods are delivered, due to an Event Outside Our Control or the unavailability of stock. We will promptly contact you if this happens.

12.2 If We have to cancel an Order under Clause 12.1 and you have made any payment in advance for Goods that have not been delivered to you, We will refund these amounts to you.

13. CLAIMS

13.1 This Clause 13 is without prejudice to the Dispute Resolution Policy on our Site.

13.2 If the Goods received do not conform to your Order or our invoice you must advise Us immediately, or at the latest three days beginning with the date the Goods was received. A copy of the invoice must be attached to your claim. Any claim based on the quality of the Goods must be accompanied, to the extent reasonably practicable, by a specimen of the Goods containing the flaw as well as a sample still in its original packaging with the appropriate reference numbers for identification.

13.3 No claims will be processed that do not meet to the above conditions.

14. TRADEMARKS

Trademarks distributed by Us are protected by current laws and international treaties and conventions. As a consequence, neither you nor third parties can use trademarks without the express written consent of the trademark holder. You agree that the acceptance of these Terms is not in any way such an authorisation.

15. INFORMATION ABOUT US AND HOW TO CONTACT US

15.1 We are a company registered in England and Wales. Our company registration number is 08484153 and Our registered office is at Office 210 250, York Road, London, United Kingdom, SW11 3SJ. Our registered VAT number is GB179016006.

15.2 If you have any questions or if you have any complaints, please contact Us. You can contact Us by email on contact@discountif.com

15.3 If you wish to contact Us in writing, or if any clause in these Terms requires you to give Us notice in writing (for example, to cancel the contract or close your account), you can send this to Us by e-mail, by hand, or by pre-paid post to Innovative Discounts Limited at Office 210 250, York Road, London, United Kingdom, SW11 3SJ or contact@discountif.com. We will confirm receipt of this by contacting you in writing. If We have to contact you or give you notice in writing, We will do so by e-mail, by hand, or by pre-paid post to the address you provide to Us in the Order.

16. HOW WE MAY USE YOUR PERSONAL INFORMATION

16.1 This Clause 16 is without prejudice to the Privacy Policy on our Site.

16.2 We will use the personal information you provide to Us to:

- (a) provide the Goods;
- (b) process your payment for such Goods; and
- (c) inform you about similar products or services that We provide, but you may stop receiving these at any time by contacting Us.

16.3 You agree that We may pass your personal information to credit reference agencies and that they may keep a record of any search that they do.

16.4 We will not provide your personal data to any other third party unless permitted by law and/or provided in the Privacy Policy on our Site.

17. GENERAL TERMS

17.1 We may transfer Our rights and obligations under these Terms to another organisation, and We will always notify you in writing if this happens, but this will not affect your rights or Our obligations under these Terms.

17.2 This contract is between you and Us. No other person shall have any rights to enforce any of its terms.

17.3 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

17.4 If We fail to insist that you perform any of your obligations under these Terms, or if We do not enforce Our rights against you, or if We delay in doing so, that will not mean that We have waived Our rights against you and will not mean that you do not have to comply with those obligations. If We do waive a default by you, We will only do so in writing, and that will not mean that We will automatically waive any later default by you.

17.5 These Terms are governed by laws of England and Wales. You and We both agree to submit to the non-exclusive jurisdiction of the English courts. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.