

## LeShuttle Freight Club - General Terms and Conditions

This document establishes the General Terms and Conditions of the LeShuttle Freight Club Loyalty Programme, offered by Eurotunnel to its Freight Customers. Membership of this Program implies acceptance of these General Conditions. Only the English and French language versions shall be treated as the authentic version.

### ARTICLE 1 – DEFINITIONS

The following terms and definitions are applicable to these General Terms and Conditions:

**“Additional Points”** or **“Extra”** means the Points which are added to the Points according to the number of crossings per month.

**“Birthday Date”** means the day, the month and the year of the Member’s birthday.

**“Bonus”** or **“Bonus Points”** means the Points awarded to the Customer outside the crossings.

**“Crossing”** refers to the action of linking France to England, or England to France, through the Channel Tunnel.

**“LeShuttle Freight Info Application”** means the application allowing the Freight Customer to obtain information, in particular on estimated crossing times and the customs status of goods (<https://driver.leshuttlefreight.com>).

**“LeShuttle Freight Club Loyalty Programme”** means the Loyalty Program designed by Eurotunnel, the purpose of which is to offer gifts to its customers. The pages for this Program are located on the LeShuttle Freight Info internet site.

**“Eurotunnel”** means the joint venture made up of the companies France-Manche SA, a company governed by French law with capital of €95,856,763, whose registered office is located at 37-39 rue de la Bienfaisance 75008 Paris, and registered at Paris Trade Register under number 333286714 and The Channel Tunnel Group Limited, a company incorporated under English law whose registered office is located at UK Terminal, Ashford Road, Folkestone, Kent, CT18 8XX, United Kingdom and registered in England under number 01811435.

**“Freight Customer”** designates the individual driver who uses the Freight shuttles via the fixed cross-Channel link and is a Member of the LeShuttle Freight Club Loyalty Program.

**“General Conditions”** means the General Conditions set out in this document.

**“Gift”** or **“Benefit”** refers to the privilege that the Customer may benefit from through this LeShuttle Freight Club Loyalty Program.

**“LeShuttle Freight Village”** designates the place where Gifts can be collected, located at the Eurotunnel Coquelles freight terminal.

**“Member”** means any person who joins the LeShuttle Freight Club Loyalty Program.

**“Points”** means the points credited to the User Account which entitle the Member to gifts.

**“User Account”** means the personal computer space, which can be consulted by the Member, on which his Points are accumulated.

### ARTICLE 2 - PURPOSE

- (1) This LeShuttle Freight Club Loyalty Program is implemented by Eurotunnel.
- (2) The purpose of the Loyalty Program is to allow its Members to obtain and accumulate Points during their Crossings which can be redeemed in exchange for Gifts.

### ARTICLE 3 - CONDITIONS OF MEMBERSHIP

- (1) Membership of the LeShuttle Freight Club Loyalty Program is free.
- (2) The Freight Customer must provide their first name and last name when subscribing to the LeShuttle Freight Club Loyalty Program.
- (3) Membership is only open to Freight Customers who have downloaded and registered via the LeShuttle Freight Info application.
- (4) Freight Customers can only join the Loyalty Program once.
- (5) Membership of the Loyalty Program implies acceptance of these General Conditions.

### ARTICLE 4 - ACCRUING POINTS

- (1) When joining the Program, the Member receives Points.
- (2) Members receive Points each year on their Birthday Date.
- (3) For each Crossing performed, the Member receives Points. If several people are present in the vehicle, only one Member can obtain the Points.
- (4) Points are counted only when the trip has been completed. If the crossing does not take place, no Points will be credited.
- (5) The award of Points is limited to a maximum of one trip per day and per direction (one round trip).
- (6) To receive their Points, the Member must go to the LeShuttle Freight Info Application and scan the bar code on the ticket given to them at check-in.
- (7) Points are credited to the Member’s account within 24 hours of the barcode scan.
- (8) Bonus Points may be awarded under certain circumstances and entirely at the discretion of Eurotunnel. For more information please consult the LeShuttle Freight Info internet site.
- (9) The number of Points, Additional Points and Bonus Points that are awarded can be viewed in the LeShuttle Freight Info internet site.
- (10) Bonus Points are credited to the Member’s account within 7 days of the following month.
- (11) In the event of an error found, Eurotunnel reserves the right to rectify without rights or compensation for the benefit of the Customer. Points have no cash value and cannot be transferred.

### ARTICLE 5 – USE OF POINTS

- (1) The Points accrued enable the Member to obtain Gifts.
- (2) All Gifts are subject to availability.
- (3) The Member’s Points balance can be viewed on the LeShuttle Freight Info internet site.
- (4) The Member can consult the catalogue of Gifts on the LeShuttle Freight Info internet site. The value of each Gift is assessed in number of Points.
- (5) Points cannot be redeemed until credited to a User Account. Points are deducted from the User Account when the Gift is booked.
- (6) The Member must select the Gifts they wish to receive in exchange for the redemption of their Points value in order to reserve them.

Gifts must be collected at the reception of the LeShuttle Freight Village car park within three months of reservation. In order to redeem points value in exchange for a Gift, the Member must present valid proof of identity. In the event that the Gift is not collected within three months of reservation, [the Gift and equivalent Points value will be forfeited.

- (7) Points are valid for redemption for a period of 18 months from the date they are obtained. Once this period has elapsed, the Points will automatically expire and will no longer appear in the Points balance;
- (8) Redeemed Points cannot be used again.
- (9) The Points have no cash equivalent value and the Freight Customer cannot claim the cash equivalent of the Gift.
- (10) If insufficient points are available, or we suspect fraud or misconduct, Gifts may be refused or cancelled.
- (11) The Points value is personal to a User Account and cannot be transferred.

#### **ARTICLE 6 – DURATION OF MEMBERSHIP / TERMINATION**

- (1) Membership of the Loyalty Programme will only be activated if a LeShuttle Freight ticket is scanned within 30 days of its creation by the member. If the ticket is not scanned within this period, the account will be automatically deleted.
- (2) Membership of the Loyalty Programme is for an indefinite period, subject to the provisions of Articles 6 (3) and 6 (4).
- (3) Members may terminate their membership in the Loyalty Program at any time via the internet site.
- (4) Eurotunnel may terminate membership at any time, for whatever reason.
- (5) Upon termination of the User Account and/or Membership of the Loyalty Program the Points balance will automatically expire and will no longer be available for redemption by the Member.
- (6) Upon termination of the User Account and/or Membership of the Loyalty Program, any personal data collected within the User Account will be anonymised.

#### **ARTICLE 7 - MODIFICATION OF THE PROGRAMME**

- (1) Eurotunnel reserves the right to modify these General Conditions at any time and we will give the Member as much notice as we reasonably can.

#### **ARTICLE 8 – CANCELLATION BY EUROTUNNEL**

- (1) Eurotunnel reserves the right to suspend or cancel this Loyalty Program at any time and will give the Member as much notice as we reasonably can.
- (2) In the event of suspension of the Loyalty Program, Points will not be accrued during the suspension. Once cancellation of the Loyalty Program is effective, any unused Points will be permanently deleted and the User Account will be closed.

#### **ARTICLE 9 - DATA PROTECTION**

- (1) Eurotunnel processes personal data in accordance with the French Data Protection Act of 6 January 1978, the Data Protection Act 2018 in the United Kingdom and the regulations in force within the European Union.

- (2) The data transmitted by the Member is used in accordance with our privacy policy accessible via the website [www.leshuttlefreight.com](http://www.leshuttlefreight.com) on the "Privacy and Cookies" page.
- (3) In the event an account is inactive, Personal data is kept for a maximum period of three (3) years from the date of last access.
- (4) Eurotunnel will process a member's Birthday Date to verify that the member is over 18 years of age, to verify the identity of the member collecting the gift and to offer age appropriate gift.

#### **ARTICLE 10 - EUROTUNNEL'S LIABILITY**

- (1) Eurotunnel will only be liable to a Member who suffers loss as a result of our breach of these General Conditions and, if so, our sole liability will be to credit to the relevant User Account any Points which have been wrongly deducted or should have been credited but were not.
- (2) Eurotunnel cannot be held liable for any loss or damage suffered as a result of any modification or cancellation of the Loyalty Programme or fraudulent misuse of the Member's User Account.
- (3) Eurotunnel does not guarantee the availability of the LeShuttle Freight Info Application and accepts no liability for the consequences of any inability to access a User Account in order to receive or redeem Points.
- (4) These General Conditions prevail in the event of any conflict or inconsistency with any other communications, including advertising or promotional materials.

#### **ARTICLE 11 - RESPONSIBILITY OF THE MEMBER**

- (1) The Member assumes responsibility for the use of his User Account and the LeShuttle Freight Club application.
- (2) The Member is required to maintain valid contact details in the Drive Info Application in order to benefit from the Loyalty Program and to receive related notifications.
- (3) In the event of a change in their contact details, the Member is required to update their information on the application.
- (4) It is the responsibility of the Member to keep its User Account and login details confidential; Eurotunnel accepts no liability for any costs, loss or damage resulting from any misuse of these details.

#### **ARTICLE 12 - COMPLAINTS**

Any complaint relating to the Loyalty Program or modification of personal information must be addressed to the Freight Commercial Department:

By post to the following address:

- Continent : Service Commercial Fret, Siège d'Exploitation, B.P. 69, 62904 Coquelles Cedex, France

- United Kingdom: Freight Commercial Department, Ashford Road, UK Terminal, Folkestone, Kent CT18 8XX

Via the website <https://www.leshuttlefreight.com/uk/contact-us/>

#### **ARTICLE 13 - APPLICABLE LAW**

- (1) These General Conditions shall be governed in all respects by English law if a claimant brings their action in England and French law if a claimant brings their action in France.

- (2) Where a complaint is filed in France, the French version of the General Conditions shall apply. Where a claim is made in England, the English version of the General Conditions will apply.
- (3) Jurisdiction lies either with the French courts for any claim/complaint lodged in France, or with the English courts when the claim/complaint is lodged in England.
- (4) For disputes brought before French jurisdiction, by express agreement, exclusive jurisdiction is given to the Commercial Court of Boulogne-sur-Mer.