

## GROUPON VOUCHER TERMS OF SALE – UK

### **1. General Information**

1.1 These Terms of Sale apply to every Voucher you purchase from Groupon.

1.2 Groupon means MyCityDeal Limited (trading as Groupon UK), a company incorporated under the laws of England and Wales registered in England and with its registered office at Floors 11-12, Aldgate Tower, 2 Lemn Street, London E1 8FA . Groupon's registration number is 07112363 and its VAT number is GB989026181 .

1.3 Voucher means an instrument, in either physical or electronic form, which entitles the holder of such Voucher (the "Voucher Holder") to either receive the Merchant Offering from the Merchant or the Groupon Shop Goods from Groupon Shop (as defined below) during the period of time stated on the Voucher (the "Redemption Period").

1.4 The Merchant Offering shall mean the goods and/or services to be supplied and/or provided by the Merchant to the Voucher Holder, as specified on Groupon's Site and on the Voucher.

1.5 The Merchant is a third party unrelated to Groupon that sells, supplies and/or provides the Merchant Offering. The contract for the supply and purchase of the Merchant Offering will be between you and the Merchant you redeem the Voucher with and Groupon will conclude the contract on behalf of, and as agent for, the Merchant in all cases. The contract for the supply and purchase of the Groupon Shop Goods will be between you and Groupon Shop and Groupon will conclude the contract on behalf of, and as agent for, Groupon Shop in all cases. Groupon does not sell, supply and/or provide the Merchant Offering. It only sells and supplies the Voucher.

1.6 Groupon Shop Ltd. ("Groupon Shop") is an affiliate company of Groupon that sells and supplies various products (the "Groupon Shop Goods"). Groupon does not sell or supply the Groupon Shop Goods. It only sells and delivers the Voucher.

1.7 These Terms of Sale were last updated on 26 August 2020 (version 003c).

1.8 Groupon reserves the right to unilaterally amend these Terms of Sale at any time. All amendments to these Terms of Sale will be posted on-line. You will be bound only to the version of the Terms of Sale you agreed to at the time you purchase a Voucher.

### **2. Purchase of a Voucher**

2.1 You must be at least 18 years old to purchase a Voucher. Before you can make a purchase you need to register and create an account with Groupon International Limited.

2.2 By clicking on the "Buy Now" button you submit an offer to Groupon to buy the Voucher. However, the purchase of the Voucher is not complete until you receive an email from Groupon confirming acceptance of your offer. Groupon expressly reserves the right to reject your order. In addition, even if Groupon has accepted your order, it can cancel the contract

at any time if it reasonably suspects that you have committed or that you may be committing any fraud against Groupon, Groupon Shop, an affiliated third party of Groupon or the Merchant.

### **3. Redemption of a Voucher**

3.1 Unless expressly stated otherwise:

(a) the Voucher can only be redeemed once;

(b) the Voucher can only be redeemed with the Merchant or with Groupon Shop and not with Groupon;

(c) the Voucher is valid for one person only; and

(d) you must follow the redemption instructions associated with the Voucher when you redeem the Voucher with the Merchant or with Groupon Shop.

3.2 All Vouchers sold by Groupon are multi-purpose Vouchers which can be redeemed with either the Merchant or Groupon Shop.

3.3 In order to redeem a Voucher you must present it to the Merchant within the Redemption Period. If you do not redeem the Voucher within the Redemption Period, the Voucher expires automatically and cannot be redeemed anymore.

3.4 If you decide to redeem the Voucher with Groupon Shop you must do so within 7 calendar days after the receipt of the confirmation email. Redemption at Groupon Shop is for Groupon Shop Goods worth the amount you paid for the Voucher and not for the original (un-discounted) value of the Merchant Offering. If you do not redeem the Voucher with Groupon Shop within the 7 calendar days, the Voucher can only be redeemed with the Merchant.

3.5 In the event that a Merchant Offering on the Groupon Site is a "Direct Checkout" deal, Groupon will collect your shipping details at the time of purchase. Groupon will then pass these details to the Merchant. The Merchant will then process the redemption of your Voucher and dispatch the Merchant Offering to you.

3.6 In the event that a Merchant Offering on the Groupon site is a ticket deal, Groupon facilitates the direct provision of the tickets by the Merchant as an agent of the Merchant.

3.7 Unless expressly stated otherwise, the Voucher does not entitle the Voucher Holder to receive the Merchant Offering at a specific time. You are strongly recommended to contact the Merchant at an early stage. Doing so will give you the best chance of securing your preferred time for the supply and/or provision of the Merchant Offering. Groupon cannot influence the timing of supply and/or provision of the Merchant Offering.

3.8 If you decide to redeem the Voucher for goods and/or services other than the Merchant Offering, you will not be entitled to a credit, cash refund or new Voucher for the difference

between the value of the Merchant Offering and the actual value of the goods and/or services supplied and/or provided by the Merchant to you.

3.9 Vouchers are redeemable in their entirety only. If, for whatever reason, you redeem the Voucher with a Merchant or with Groupon Shop for less than the original (un-discounted) value of the Merchant Offering, you are not entitled to a credit, cash refund or new Voucher for the difference between the original (un-discounted) value and the redeemed value.

3.10 On behalf of the Merchant, Groupon may collect booking fees or other costs associated with the purchase and/or redemption of a Voucher. All such fees or costs (if any) will be communicated to you before you purchase the Voucher.

3.11 In the event that a Merchant cannot supply and/or provide the Merchant Offering as described for unforeseen reasons, Groupon will notify you on behalf of the Merchant as soon as possible by email.

#### **4. Use of a Voucher**

4.1 Any purchase of a Voucher is for your non-commercial, personal use only (although you may give the Voucher to someone else for their non-commercial, personal use). The commercial trade of a Voucher is prohibited. The reproduction of a Voucher is prohibited.

4.2 Your Voucher is solely your responsibility. Neither Groupon nor the Merchant or Groupon Shop are responsible for lost or stolen Vouchers or for retrieving Voucher reference numbers or Voucher security codes.

4.3 You promise not to provide false data including false names, addresses and/or contact or payment details; or engage in any unlawful activity in connection with the purchase or use of a Voucher, or allow anyone else to do so.

4.4 Any attempt to redeem a Voucher contrary to these Terms of Sale may render a Voucher void at Groupon's discretion.

#### **5. Cancellation (and exceptions), Refunds and Problems**

5.1 You have a statutory right to cancel your purchase of the Voucher within 14 calendar days after the day you receive the confirmation email (the "Voucher Cancellation Period"). However, if you redeem your Voucher during the Voucher Cancellation Period, you expressly request the services to begin being provided to you, and you acknowledge that you lose your right to cancel the purchase of the Voucher. Since Groupon is not responsible for the supply or provision of the Merchant Offering, once your Voucher is redeemed Groupon has completed its services to you in full. Please note that, for the avoidance of doubt, this section also applies to all "Direct Checkout" deals.

5.2 If you want to cancel your purchase of a Voucher you can do so in any of the following ways:

5.2.1 by filling out and submitting the cancellation form online at [https://static.groupon.co.uk/mail\\_img/global/forms/UK\\_Voucher\\_Cancellation\\_Form.pdf](https://static.groupon.co.uk/mail_img/global/forms/UK_Voucher_Cancellation_Form.pdf); or

5.2.2 by contacting us at <http://www.groupon.co.uk/contact>.

5.3 If you cancel your purchase of the Voucher in accordance with this section 5, Groupon will refund you for all payments made as part of your purchase within 14 calendar days from the day on which you informed Groupon about your cancellation.

5.4 If you redeem your Voucher, but the Merchant or Groupon Shop has not properly provided you with the Merchant Offering or the Groupon Shop Goods, or if you have a complaint regarding the provision of the Merchant Offering or the Groupon Shop Goods, you must take action against the Merchant or Groupon Shop directly. This is because the Merchant or Groupon Shop, and not Groupon, is responsible for the supply and/or provision of the Merchant Offering or Groupon Shop Goods. Groupon only sells and supplies the Voucher. However, if you and the Merchant or Groupon Shop cannot agree on how to resolve the complaint, Groupon may, upon your request, try to help resolve the issue between you and the Merchant or Groupon Shop.

5.5 Unless you expressly inform Groupon in advance not to, any refund will be refunded to you via your original method of payment. If your original method of payment has been cancelled, expired or has otherwise changed, you must inform the customer support team immediately at [https://www.groupon.co.uk/customer\\_support](https://www.groupon.co.uk/customer_support). If you fail to do this and you are refunded to your original method of payment, you may need to coordinate with your bank or your payment services provider to obtain your refund. Groupon will not provide more than one refund.

5.6 You have 30 days from the date you receive the refund to reject it. If you do not reject the refund during these 30 days, the refund shall be in full and final settlement of any and all claims you may have against Groupon related to, arising out of, or connected to that Voucher.

## **6. Responsibility for the Merchant Offering**

6.1 Please note that the Merchant or Groupon Shop, and not Groupon, is:

6.1.1 the seller, supplier and/or provider of the Merchant Offering or the Groupon Shop Goods;

6.1.2 the party who enters into a contract with the Voucher Holder when the Voucher is redeemed; and

6.1.3 solely responsible for providing the Voucher Holder with the Merchant Offering or the Groupon Shop Goods and for the Merchant Offering or the Groupon Shop Goods themselves.

## **7. Groupon's Standards of Services and Liability**

7.1 Groupon promises that:

7.1.1 it will exercise reasonable care and skill in performing its obligations under these Terms of Sale;

7.1.2 the Vouchers are of satisfactory quality and fit for their purpose; and

7.1.3 it shall not contravene the requirements of fairness or professional diligence in what it does.

7.2 Groupon is always liable for: (a) death and personal injury caused by Groupon's negligence; (b) fraud or fraudulent misrepresentation made by itself; or (c) any implied contractual terms that cannot be excluded or limited under applicable law.

7.3 Other than as set out in section 7.2 above, Groupon is not liable for any other losses or damages you may suffer, including any indirect or consequential losses.

7.4 Groupon does not promise the completeness, fitness for purpose or legality of the Merchant Offering or the Groupon Shop Goods. Groupon is not liable for the quality, safety, usability or any other aspect of the Merchant Offering or the Groupon Shop Goods.

7.5 Groupon is not liable for any breach of an obligation under these Terms of Sale where it is unable to carry out its obligations by any cause outside of its reasonable control.

7.6 Other than the liability arising under section 7.2, which is unlimited, Groupon's total liability to you will in no circumstances exceed the amount of 200% the purchase price of the Voucher.

7.7 In certain countries applicable law does not allow some or all of the exclusions and/or limitations set out in this section 7. If these laws apply to you, some or all of the above exclusions and/or limitations may not apply to you and you may have additional rights.

## **8. Groupon's Site**

Groupon's Site (the "Site") means the Internet website, mobile applications, electronic communications or services, or any location at which you can purchase a Voucher from Groupon. The Site on which Groupon markets the Vouchers is owned by Groupon International Limited. You can find more information about the terms of use of the Site, which are expressly incorporated into these Terms of Sale, here [http://www.groupon.co.uk/terms\\_and\\_conditions/tou112015](http://www.groupon.co.uk/terms_and_conditions/tou112015) .

## **9. Miscellaneous**

9.1 If you breach these Terms of Sale and Groupon takes no action against you this does not mean that Groupon has waived its rights and remedies with regard to your breach. Groupon may still take action or exercise its rights and remedies for that action, or any other situation, where you breach your obligations under these Terms of Sale.

9.2 Unless otherwise stated within these Terms of Sale, notices to be given to either party shall be in writing and shall be delivered by electronic mail (other than if you are sending a notice to Groupon for the purpose of legal process) or by pre-paid post. Any notice Groupon sends to you will be to the address you supplied to Groupon when you registered for your Groupon account. You can send any notice to Groupon at the registered office address as set out in section 1.2.

9.3 If any provision of these Terms of Sale should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of these Terms of Sale are not affected. Such invalid or unenforceable provision shall be replaced by a valid and enforceable provision which most closely achieves the economic effect contemplated by the invalid or unenforceable provision.

9.4 We will do our best to resolve any disputes about these Terms of Sale. If you wish to bring a legal claim against us, you must do so within the United Kingdom (and English courts shall have the exclusive jurisdiction for your legal claim). If you live in England and Wales, the laws of England shall apply; if you live in Scotland, then Scottish law shall apply; if you live in Northern Ireland, then Northern Irish law shall apply. The previous sentence applies to all non-contractual relationships between you and us. The parties also agree that the United Nations Convention for the International Sale of Goods does not apply to this transaction.