

General terms and conditions myMediaMarkt

1. Responsibility

MyMediaMarkt is the loyalty program of MediaMarkt Netherlands (hereinafter referred to as "myMediaMarkt"). Responsible for myMediaMarkt in the Netherlands is:

Media Markt-Saturn Holding Nederland B.V.
Wilhelminakade 161
3072 AP Rotterdam

Company number: 30096621
VAT identification number: NL.00.94.53.180.B01

(hereinafter referred to as "MediaMarkt" or "we")

2. Conditions for participation in myMediaMarkt

Only natural persons who have reached the age of 18 and reside in the Netherlands (hereinafter referred to as "participant" or "you") are eligible to participate. If the participant does not comply with these conditions, the account created will be deleted by MediaMarkt

3. Registration

3.1 Participation in myMediaMarkt is free of charge. You can register for myMediaMarkt at any MediaMarkt store in the Netherlands or at www.mediamarkt.nl. When registering online, you can select a MediaMarkt store in the Netherlands as your favourite store. You can change your favourite store at any time during your myMediaMarkt membership.

3.2 First name, last name, address, e-mail address and date of birth must be provided during registration (mandatory fields). Without this data, participation in myMediaMarkt is not possible.

3.3 If you are eligible to participate (see article 2), your myMediaMarkt membership starts immediately after you have fully provided the required information as described in 3.2, and completed your registration.

3.4 You can use the benefits of your myMediaMarkt membership immediately after your membership starts. If incorrect registration or manifestly incorrect information is

reasonably suspected, we reserve the right to refuse the relevant registration and delete the relevant data.

3.5 After successful registration with myMediaMarkt, a personal user profile and points account will be created for you, which you can view via your myMediaMarkt account. You can also check your points balance at any MediaMarkt store in the Netherlands.

3.6 If your name and/or contact details change, you must inform MediaMarkt of this without delay. You can do this either via your myMediaMarkt account or via our customer service.

4. MyMediaMarkt benefits and points

4.1 As a myMediaMarkt member, you enjoy a wide range of benefits. Some of these are national benefits available to all myMediaMarkt members throughout the Netherlands. Some benefits only apply to the store of your choice and are only available to myMediaMarkt members who have selected the relevant MediaMarkt store as their favourite store. We reserve the right to change, supplement or limit the content of the benefits. You can get a current list of all national benefits at www.mediamarkt.nl or at your local MediaMarkt store. Information on local benefits can be obtained from your favourite store.

4.2 As a myMediaMarkt member, you can collect points with purchases made by yourself in all MediaMarkt stores in the Netherlands and on the MediaMarkt webshop (with the exception of purchases from sales partners and purchases of services). In addition to collecting points through purchases, additional points can be collected as part of special promotions. The type and size of purchases eligible for points, the number of points credited depending on the value of the purchase and the number of points awarded as part of special promotions can be viewed at www.mediamarkt.nl and in the respective published terms and conditions of the promotion. Points will only be credited for in-store purchases upon presentation of a valid myMediaMarkt membership at the time of the purchase. In case of an online purchase, points will only be credited if the purchase is made while logged in to your own account as a myMediaMarkt member. Purchases made without using a myMediaMarkt account are not eligible for point crediting, either at the time of purchase or retroactively.

4.3 The points you collect from purchases at participating stores or on the webshop at www.mediamarkt.nl will be credited to your points account after a period of 30 days from receipt of the goods ordered/handover of the goods purchased at the store. Until the end of the 30-day period, the points are shown as "reserved points". The final crediting to your points account takes place after the 30-day period has expired and provided no final cancellation of the purchase has taken place. In case of cancellation

of a purchase (e.g., exchange/return of product), there is no right to offset the purchase within the myMediaMarkt program.

4.4 If there are documented indications of possible abuse of your myMediaMarkt account, we reserve the right to review your transaction and to refuse credit of points.

4.5 You can view your point balance at any time in your myMediaMarkt account and request it from any MediaMarkt store. Your point balance will also be communicated to you regularly by e-mail.

4.6 Any objections to the correctness or completeness of a reported point balance must be made in writing or by e-mail no later than one month after receipt of the report. Enclose the relevant documents with your objection, e.g., copies of the relevant receipts or invoices. Failure to make your objections on time will be considered as approval of the reported score. You can also request a correction of the declared point balance after this approval, but in that case you have to prove the inaccuracy or incompleteness.

4.7 Definitively credited points, older than two years, expire on the following 30th of September of the respective year. Points earned by participating in special promotions expire on 30th of September of the year following the year in which they were definitively earned.

4.8 Once your points account has reached a points balance of 1,000 points, the definitively credited and not yet expired points can be converted into a MediaMarkt coupon. Depending on the point balance, different coupon values are available. Points earned first are credited first when redeemed. Points that have expired are not counted when determining the point balance for conversion into a coupon.

4.9 A MediaMarkt coupon gives a discount in a MediaMarkt store in the Netherlands or on the webshop www.mediamarkt.nl (not redeemable for purchases from sales partners and services). A MediaMarkt coupon can only be redeemed in combination with your myMediaMarkt account. A coupon is not transferable and cannot be combined with other promotions or other coupons. The redemption conditions printed on the coupon are applicable. MediaMarkt coupons issued in accordance with this article can be accessed via your myMediaMarkt account and redeemed at the time of purchase in store. Coupons will also be sent to you by email or post. A minimum spend applies when redeeming the voucher.

4.10 It is not possible to redeem your points or MediaMarkt coupons for cash.

4.11 As a myMediaMarkt member, you also benefit from a customer experience tailored to you. We create user profiles to learn about your interests and provide you with personalised offers. You can find more information about this [here](#).

5. Personal participation

Participation in myMediaMarkt is limited to the individual participant; transfer to third parties is excluded. It is not permitted to collect points with your myMediaMarkt account for purchases made by others/third parties. Points collected as part of participation in myMediaMarkt cannot be transferred to third parties.

6. Unauthorised access by third parties

If you suspect that a third party has gained access to your account, please inform us immediately. In cases where damage occurs because you have notified us too late or not at all, we are only liable if there is intent and/or gross negligence on the part of MediaMarkt.

7. Lock

If there are documented indications of possible abuse of your myMediaMarkt account, we may block your account both temporarily and permanently. MediaMarkt also reserves the right to recover the damage it suffers as a result from the abuser.

8. Liability

Except for breach of essential contractual obligations or fraudulent behaviour, we are only liable for material damage caused by intent and/or gross negligence. Liability for consequential damages is excluded. Essential contractual obligations are those obligations whose fulfilment is essential for the proper performance of the myMediaMarkt membership. Damage due to death or injury is not excluded. The above limitations of liability apply only to the extent permitted by law.

9. Termination

9.1 You can terminate your myMediaMarkt membership at any time and without observing a notice period by notifying MediaMarkt in text form, for example by e-mail. This shall not affect the parties' right to extraordinary termination for good reason. Any points in the points account will expire when participation in the program ends.

9.2 Once participation in the program ends, it is no longer possible to collect new points, redeem existing coupons or use myMediaMarkt benefits.

10. Change in conditions of participation

10.1 We reserve the right to amend these terms of participation. We will inform you of the change and its consequences by e-mail at least thirty (30) days before the change takes effect. If you do not object to the change before this period has expired, the changes will apply to you from the date indicated. If you do not accept these new participation conditions, you can object to the change in text form, for example by e-mail, or cancel your myMediaMarkt membership. If you object to the change, the previous terms and conditions will continue to be apply to your membership. We reserve the right to cancel your myMediaMarkt membership in this case.

10.2 Changes that deviate to your detriment from the main service obligations of the myMediaMarkt program are only possible with your explicit consent.

11. Final provisions

11.1 These participation conditions are governed by Dutch law. Any dispute relating to the existence, implementation and/or interpretation of these General Terms and Conditions and all agreements between you and MediaMarkt shall fall under the exclusive jurisdiction of the court(s) of Rotterdam in the Netherlands.

11.2 These conditions shall remain binding in all other respects, even if individual provisions are legally invalid. The invalid provisions shall be replaced by the applicable statutory provisions, where relevant.

11.3 Naturally, we handle your data with care in accordance with applicable laws and regulations. More information on how MediaMarkt handles your personal data can be found in our privacy statement. View our privacy statement [here](#).