**GENERAL TERMS AND CONDITIONS OF BENU LOYALTY PROGRAMME**

These general terms and conditions of the BENU loyalty programme (**General Terms and Conditions**) apply to individuals who have joined the loyalty programme developed by BENU Apteek Eesti OÜ.

1. **Definitions used in the General Terms and Conditions**
	1. **BENU Pharmacy** – a pharmacy operating under the BENU trademark.
	2. **Loyalty Card** – a BENU loyalty card issued to a customer of BENU Pharmacy, which guarantees participation in the BENU loyalty programme. Holders of the BENU Loyalty Card can collect BENU points and use discounts when making purchases in BENU Pharmacies.
	3. **BENU Customer** – a person who has joined the BENU loyalty programme, holds a valid Loyalty Card and can use the benefits of the Loyalty Card.
	4. **BENU points** – units of calculating discounts in the BENU loyalty programme.
	5. **Questionnaire** – a membership questionnaire that has to be completed in order to join the BENU loyalty programme.
2. **Basic terms and conditions of the BENU loyalty programme**
	1. The BENU loyalty programme is a loyalty programme intended for customers of BENU Pharmacies. The BENU loyalty programme gives various benefits to card holders, including Loyalty Card offers, accrual of BENU points, and discounts. Information on the benefits of the BENU loyalty programme is available on the website of BENU Apteek Eesti OÜ and in the nearest BENU Pharmacy.
	2. A Loyalty Card is issued to a person who is at least 16 years old at the time of applying for the card, has presented an identity document and completed the required fields of the Questionnaire, which contain information necessary for participating in the loyalty programme, including for distinguishing between and identifying BENU Customers who may bear the same name. Only one Loyalty Card is issued to each person. A legal person cannot be a BENU Customer for the purposes of these General Terms and Conditions.
	3. A Loyalty Card is registered in the name of the person who has signed the Questionnaire. A Loyalty Card is personal and must not be given to another person for using.
	4. A Loyalty Card is issued to a BENU Customer for an unidentified period. A Loyalty Card is closed if it has not been used within two years of the latest purchase.
	5. In the event of loss or theft of a Loyalty Card, notice shall be given immediately to the nearest BENU Pharmacy or to the email address kliendikaart@benu.ee. BENU Apteek Eesti OÜ shall not be liable for any damage caused by the possession or use by a third party of a lost or stolen Loyalty Card (BENU points used by third parties shall not be restored). BENU Pharmacies have no obligation to verify the right of a person presenting a Loyalty Card to use the card, including the right to use the BENU points accrued on the Loyalty Card. BENU Apteek Eesti OÜ shall not be liable for any damages caused to the actual holder of a Loyalty Card by the use of the card by a third party.
	6. BENU Apteek Eesti OÜ may close a Loyalty Card and block the use of a Loyalty Card if BENU Apteek OÜ has justified doubt that the Loyalty Card is being used contrary to these General Terms and Conditions, for example if an employee of BENU Pharmacy discovers that the Loyalty Card is obviously being used by a person other than the holder of the Loyalty Card.
	7. BENU Apteek Eesti OÜ may cancel and/or amend these General Terms and Conditions at any time by notifying BENU Customers thereof on the website [www.benu.ee](http://www.benu.ee) or in BENU Pharmacies. A BENU Customer may leave the BENU loyalty programme (cancel the contract) after the amendment of the General Terms and Conditions. If a BENU Customer continues to use the BENU Loyalty Card after the amendment of the General Terms and Conditions, the BENU Customer shall be considered having accepted the amended terms and conditions.
	8. A BENU Customer may leave the BENU loyalty programme at any time by submitting a relevant signed application to the nearest BENU Pharmacy or to the email address kliendikaart@benu.ee. The customer’s account shall be closed within ten business days of the receipt of a relevant application in a BENU Pharmacy or on the above email address. Any unused BENU points accrued on the Loyalty Card shall become invalid upon the closure of the customer’s account and shall not be compensated by monetary payout.
3. **Joining the BENU loyalty programme**
	1. Joining the BENU loyalty programme requires the completion of the Questionnaire and acceptance of the General Terms and Conditions.
	2. If the BENU Customer wants to receive personal offers, they shall express their request by consenting in the Questionnaire to the processing of their personal data under the General Terms and Conditions of the BENU loyalty card for the purpose of sending personal offers. The consent is required for the conformity of personal data processing within the BENU loyalty programme with the requirements of European Union and Estonian legislation.
4. **Receiving discounts and collecting BENU points**
	1. A BENU Customer shall be entitled to a discount or to BENU points upon making a purchase subject to these General Terms and Conditions. BENU Customers who are older than 60 may choose whether to receive a percentage discount on a purchase immediately or to collect BENU points on the Loyalty Card. All other BENU Customers may collect a proportionate amount of BENU points on their Loyalty Card depending on the purchase amount.
	2. The initial rate of discount or accrual of BENU points shall be 3% for all BENU Customers. If the total amount of purchases made using the Loyalty Card is least 50 euros within 1 (one) year of receipt of the Loyalty Card, the rate of discount or accrual of BENU points shall be increased to 4%. If the total amount of purchases is at least 100 euros, the rate of discount or accrual of BENU points shall be 5%, for 250 euros 6%, for 500 euros 7%. The increase in the rate of discount or accrual of points shall be applied within 1 (one) business day of making the relevant purchase.
	3. BENU points accrue on a Loyalty Card upon payment for purchases in BENU Pharmacies.
	4. Discounts are given and BENU points accrue only for those purchases which are paid for in cash, by bank card or by BENU Pharmacy gift card at the moment of making the purchase in a BENU Pharmacy. Discounts are not given and BENU points do not accrue for purchases paid for by bank transfer.
	5. Discounts are not given and BENU points do not accrue for purchases of campaign products, over-the-counter and prescription medicines. Discounts are not given and BENU points do not accrue for the purchase of goods and services that are subject to another discount at the time of purchase.
	6. To receive the benefits of the BENU loyalty programme, the BENU Customer shall present their valid Loyalty Card to the employee of the BENU Pharmacy before paying for the purchase. Discounts are not given and BENU points do not accrue retroactively, i.e. after the issue of the cash register receipt.
	7. The amount of BENU points received for the purchase and the total amount of points accrued on the Loyalty Card are indicated in the cash register receipt and the BENU Customer can also view them on their customer account on the BENU website [www.benu.ee](http://www.benu.ee).
	8. BENU points collected during the previous calendar year (1 January – 31 December) shall be valid until 31 March the next year as from the registration of the points on the customer’s account. BENU Apteek Eesti OÜ reserves the right to amend the procedure for collection of points at any time by notifying BENU Customers by e-mail, on the website [www.benu.ee](http://www.benu.ee) and in BENU Pharmacies.
	9. The total amount of purchases from BENU shall be calculated on the basis of the purchases made during the previous 12 months. The larger the amount of purchases made during the calendar year, the higher the rate of accrual of points on the Loyalty Card. If no purchases have been made using the Loyalty Card for 12 months, the rate of discounts or accrual of points shall start again from 3%.
	10. Points accrued on one BENU Loyalty Card cannot be transferred to another Loyalty Card or combined with points on another Loyalty Card when making a purchase.
5. **Paying for purchases using BENU points**
	1. Accrued BENU points can be used in a BENU Pharmacy by paying up to 100% of the purchase amount with BENU points or by purchasing special products offered to BENU Loyalty Card holders, the price of which is indicated in BENU points.
	2. BENU points accrued on a BENU Loyalty Card cannot be exchanged for money.
	3. BENU points can be used to pay for all goods except prescription medicines that have been entered in the list of compensated medicines.
	4. BENU Apteek Eesti OÜ may, at any time, change the products and the part of their price for which payment can be made using BENU points.
	5. Only one discount can be applied to each purchase and discounts shall not be summed.
	6. BENU points can be used to pay for up to 99% of the purchase amount at the Customer’s discretion.
	7. When using the BENU Loyalty Card, one BENU point is equivalent to 1 euro (0.01 BENU points is equal to 1 cent).
6. **Campaign offers to BENU Loyalty Card holders**
	1. In BENU Pharmacies, BENU Customers can purchase goods marked with the sign of a BENU Loyalty Card at a reduced price and benefit from offers intended solely for card holders and BENU business partners. Information on goods marked with the BENU Loyalty Card and special offers for BENU Customers is available on the website [www.benu.ee](http://www.benu.ee) and in BENU Pharmacies, as well as in BENU advertising materials.
	2. BENU Customers can receive discount coupons in BENU Pharmacies, which can be used when purchasing various services from various business partners. Information on coupons and business partners is available on the website [www.benu.ee](http://www.benu.ee) and in BENU Pharmacies, as well as in BENU advertising leaflets.
	3. Discount coupons cannot be exchanged for money.
7. **Processing of personal data**
	1. Once a person has joined the BENU loyalty programme, BENU Apteek Eesti OÜ has the right to process the personal data of the BENU Customer on the basis of Article 6 (1) (b) of European Union General Data Protection Regulation 2016/679 for the performance of the contract between the Customer and BENU Apteek Eesti OÜ, i.e. to enable the BENU Customer to participate in the BENU loyalty programme. Such personal data comprise:
		1. Personal data enabling the Customer to be identified and distinguished from other customers bearing the same name – the first name, surname and personal ID code of the Customer;
		2. Contact details of the Customer enabling the BENU Customer to be notified of their new password to log into the customer account, of finding the Loyalty Card, of closing the Loyalty Card due to risk of misuse, amendment of the General Terms and Conditions, or of other non-marketing information relevant for the Customer – the telephone number, e-mail address and postal address of the Customer;
		3. The list of purchases made in BENU Pharmacies using the Loyalty Card – for calculating the rate of discount and accrual of BENU points applicable to the Customer upon each purchase.
	2. The submission of the personal data specified in clauses 7.1.1 and 7.1.2 is a precondition for joining the BENU loyalty programme. BENU cannot issue a Loyalty Card to a person who has not submitted the above personal data.
	3. The BENU Customer can examine all the personal data listed in clause 7.1 by logging into their customer account on the website [www.benu.ee](http://www.benu.ee). The BENU Customer can change their first name, surname and contact details by logging into their customer account.
	4. If a BENU Customer has consented in the Questionnaire to the processing of their personal data under the General Terms and Conditions of the BENU loyalty programme for the purpose of receiving personal offers, BENU Apteek Eesti OÜ shall send personal offers to the Customer based on an analysis of the personal data (such as age, gender and/or earlier purchases, etc.) to the Customer, taking account of the likely expectations and needs of the Customer. An analysis of earlier purchases for the purpose of making personal offers constitutes processing for the purpose of legitimate interests within the meaning of Article 6 (1) (a) and recital 47 of European Union General Data Protection Regulation 2016/679. BENU may send the BENU Customer offers from carefully selected business partners (the personal data of the BENU Customer shall not be made available to such business partners). If the BENU Customer no longer wants to receive personal offers, the Customer may withdraw their consent at any time by logging into their customer account, sending an email to the address kliendikaart@benu.ee or submitting a written request at their nearest BENU Pharmacy. BENU shall stop sending personal offers at the earliest opportunity, but not later than ten days after the withdrawal of consent.
	5. BENU Apteek Eesti OÜ shall process the personal data specified in clauses 7.1.1 and 7.1.2 as from their submission in the Questionnaire or amendment in the customer account. BENU Apteek Eesti OÜ shall process the personal data specified in clause 7.1.3 as from each purchase if the Loyalty Card was presented upon making the purchase.
	6. The BENU Customer may, at any time, request to leave the BENU loyalty programme and to end the processing of or to delete their personal data submitted within the BENU loyalty programme. Such request can be made by logging into the customer account, sending an email to the address kliendikaart@benu.ee or visiting the nearest BENU Pharmacy.
	7. BENU Apteek Eesti OÜ shall terminate the processing of the Customer’s personal data at the earliest opportunity, but not later than within ten days of receiving the Customer’s request to leave the BENU loyalty programme or to end the processing of or to delete their personal data. The withdrawal of consent shall have no effect on the legitimacy of processing of personal data prior to the withdrawal of consent.
	8. The data controller in the BENU loyalty programme is BENU Apteek Eesti OÜ, registry code 10709596, address Pärnu mnt 501, Laagri 76401 Harjumaa County, email address kliendikaart@benu.ee, contact telephone +372 6503 664.
	9. BENU Apteek Eesti OÜ shall secure the protection of personal data through organisational, physical and IT security measures. BENU Apteek Eesti OÜ confirms that all the necessary measures have been taken to protect personal data and that the processing of personal data shall be kept to the minimum necessary for achieving the goals of personal data processing.
	10. BENU Apteek Eesti OÜ shall enable access to personal data only to employees who have received relevant guidance and who have the right to process personal data only to the extent necessary for performing their duties and achieving the goals of personal data processing.
	11. A BENU Customer may examine their personal data held by BENU Apteek Eesti OÜ and to receive additional information on the processing of their personal data.
	12. A BENU Customer may, at any time, submit complaints on the processing of their personal data, including to request the termination of processing of their personal data and the deletion, correction or limitation of the personal data collected on them, to submit objections to the processing of their personal data and to request the transfer of personal data if such right arises from European Union General Data Protection Regulation 2016/679, the Personal Data Protection Act or other relevant legislation.
	13. If a BENU Customer finds that BENU Apteek Eesti OÜ has violated their rights upon the processing of personal data or wants their data to be amended/deleted, the Customer may address BENU Apteek Eesti OÜ to demand the termination of the violation or the amendment/deletion of such data, using the email address: kliendikaart@benu.ee. A BENU Customer may refer to the Data Protection Inspectorate for the protection of their rights.
	14. The name and contact details of the data protection officer of BENU Apteek Eesti OÜ are available on [www.benu.ee](http://www.benu.ee).