

ALERTSCANNER Terms and Conditions (effective from 20th August 2018)

1. Method of Entry

Entrants may enter the competition where available via our website – <http://service.alertscanner.com>.

2. The Service

2.1. By giving your mobile number to us through the internet, via online adverts or any other promotions, you will gain access to our alert service. You agree that any information you provide through our website or otherwise is true, accurate and complete, and that you will ensure that this information is kept accurate and up to date at all times. We reserve the right to request verification of your age, identity and contact details.

2.2. You will be billed by premium SMS, wherein you receive text messages sent to your mobile phone which are then charged upon delivery. The Billing via SMS section of these terms explains this.

3. Unsubscribe

SMS

To UNSUBSCRIBE just reply 'STOP' to any of the competition messages received on your handset. This text message is not case sensitive, however any other variation of this text may not be accepted (E.G. Please stop). Please only consider the subscription successfully stopped once you have received a FREE reply text message from the same shortcode, to the effect of "Free Msg: All competition subscriptions on this shortcode are now cancelled and no further messages will be sent." . If you have not received a text message to this effect then please contact us to confirm your subscription has been cancelled. If you are subscribed to more than one shortcode, you must send a stop request to each shortcode to end all subscriptions.

4. Billing via SMS

4.1. If you have entered via the internet; after submitting your mobile number to us via one of our online promotions, you can validate your entry by one of the following routes: You will either receive a text message asking you to validate your entry by responding via text message and answering a general knowledge multiple choice question or a PIN will be sent to you via text in order to confirm that your mobile number is correct. You must then type the PIN into the indicated panel on the online promotion to validate your entry. If you do not validate your entry in the correct manner you will not be entered into the service.

4.3. Once you have responded to the text message and validated your entry, you can send "STOP" prior to receiving your billed message, which will opt you out of the ongoing subscription and receiving premium rate charges. A free 'subscription confirmation' message is sent to the handset prior to billing. This will reconfirm the service you have joined, the costs involved, and remind you how to cancel your subscription so that you no longer take part in either of the draws. Please ensure that you save this message on your phone for future reference.

4.4. The first week's billed messages with the first deal alerts will be sent to your phone shortly after you send the initial message confirming your subscription.

4.5. You will then receive the billed messages containing each week's alerts and deals every seven days (using the day of your original entry into the competition as the starting point) until you send a stop request.

4.6. Should a mobile network operator encounter failed delivery attempts of a premium message prior to a user sending in the STOP command, the network may still attempt to re-deliver the failed message even after the STOP command has been sent to the promoter. Users understand and accept that the promoter has no control in this matter. However the promoter will ensure that no NEW premium messages are generated by the promoter after receipt of a valid stop command. All STOP commands are answered by a free text confirming the STOP command and the cancellation of the subscription.

4.7. Our helpline is 0203 514 6671. Please call us with any comments you may have regarding our service. You can also use this number to unsubscribe from the service. Once you stop subscribing by either this method or by sending "STOP" to the billing shortcode, you will not anymore receive deal alerts from us.

4.8. The service is only open to entrants aged 18 years and above.

4.9. The promoter reserves the right to modify or discontinue, temporarily or permanently, the services and subscription provided to you.

5. Our Liability

5.1. The Liability of the promoter and its managing company shall be limited to the amount of the subscription charges actually paid.

5.2. We shall not be liable:

for any loss or damage that we could not have reasonably been expected to foresee at the start of the agreement, or for any loss of or corruption to data, systems, equipment, or

for the actions of any independent third parties in connection with the deals.

5.3. Nothing in these terms and conditions shall exclude or limit our liability for death or personal injury caused by our negligence.

6. Email and Mobile Marketing Terms & Conditions

11.1. By giving us your mobile number and email address, you agree for Alertscanner.com and its managing company to send you either an occasion email or text, notifying you of the latest offers and promotions available from our group. If you ever wish to be removed from any of our email/text broadcasts, you will have a link provided on each email saying 'UNSUBSCRIBE'. Alternatively you can call our helpline on 0203 514 6671. Once you do this, you will be removed from future broadcasts within 28 days of your request.

9. Assignment

alertscanner.com reserves the right to assign the agreement to and acceptance of these Terms & Conditions, in whole or in part, at any time without notice. The user may not assign any of his/her rights or obligations arising from their agreement to and acceptance of these Terms & Conditions.

10. Contact

Symoby GmbH
Mergenthaler Allee 10-12
65760 Eschborn
Germany

mail: support@alertscanner.com

Customer line: 0203 514 6671

11. Changes to these Terms & Conditions

We aim to meet high standards and our policies and procedures are, therefore, constantly under review. From time to time we may update our Terms & Conditions and Privacy policies to optimise the user experience and to comply with legal and regulatory obligations. Accordingly, we recommend that you check these pages periodically in order to review our current policies.

12. Complaints Procedure

If you would like to make a complaint regarding the contact you have had with, or the service you have received from us, then this policy sets out the process for you to use.

Any and all complaints will be dealt with appropriately, and will be investigated by a member of staff within the company with sufficient seniority to resolve the issues. While dealing with your complaint we promise to be respectful of you at all times, in turn we expect the same behaviour towards our staff. All customer service calls are recorded and our staff reserve the right to terminate any call in which they feel abused or threatened.

The majority of all complaints can be handled and resolved at the first point of contact, however this is not always possible. We aim to complete all investigations and resolve all complaints within 10 working days of the complaint being made.

How to make a complaint

All complaints can be made by telephone or by email using the below information:

Telephone: 0203 514 6671

Email: support@alertscanner.com

For your complaint to be properly registered please provide us with the following information:

Your full name, preferred contact method, number and email address

Your postal address, so that communication in writing can be made where necessary

Full details of the complaint including any dealings you may have had with us, or any of the services we provide. We would suggest you advise of what happened, when it happened, who you dealt with if anyone, what you would like further clarification on, why you think what has happened is wrong and what you would like us to do to put things right.

All of the above information will be kept confidential and private, to be used for the sole purpose of investigating and responding to the complaint made. This information will not be provided to any third parties unless absolutely necessary in order to fully investigate the complaint, by lodging a complaint, you are agreeing that this can occur.

People who can complain

A complaint can be made by either someone who has received services from or relating to our company or a representative of the above described service user. Where a representative wishes to make a complaint on behalf of someone else, they may be required to provide proof that they have the permission of the service user to make the complaint or query on their behalf.

After a complaint has been made

Where a complaint is made in person or over the telephone:

A written record of the complaint will be made and kept, which can be provided upon request.

A recording of the phone call will be made where possible

All complaints will receive a response within 2 working days, however if further investigation is necessary before an explanation/resolution can be provided, then we aim to resolve your complaint within 10 working days. In responding to your complaint, we will follow the procedures set out in this policy unless other guidelines are agreed with the complainant, and will ensure that:

You understand how to progress your complaint and are kept informed of this.

You are made aware of the outcome of your complaint promptly

Your complaint and the information you provide to us is treated in confidence

We will tell you what steps we intend to take to remedy any complaint that is upheld.

Complaints should be made as soon as possible after the incident giving rise to the complaint. We do expect all complaints to be current; however we will accept a historic complaint if we are satisfied that:

The complainant can give a valid reason for not making the complaint sooner, and

Despite the delay, it is still possible to investigate the complaint effectively and fairly

It is important for the complainant to be aware that if their complaint involves disputing the use of, or registration to one of our services, they may be required to provide evidence which confirms their claim (E.G. a copy of the mobile phone bill). As with all other personal information, in any instance where the complainant is required to provide additional information or documentation, this will only be used for the sole purpose of investigating and responding to the complaint made, and will be kept confidential and private.

All complainants have the right to refer their complaint on to the appropriate governing body if they are unhappy with the outcome of our investigation, however this referral must be made by the complainant and will not be made by us on the complainant's behalf.

All complainants will be given the opportunity to receive an acknowledgement letter or email upon request. This will discuss not only the complaint itself, but the manner in which the complaint has so far been handled and the period in which the investigation of the complaint is likely to be completed.

Once a complaint has been dealt with

Once investigations have been completed, upon request, a report can be provided which includes:

A detailed explanation of how the complaint has been considered

The conclusions reached, including any and all remedial action needed, and

Confirmation that any action needed has either already been taken or, if not yet taken, the proposed timescale when such action will be completed

A letter/email will be sent to the complainant where necessary, confirming all of the above information and reminding them of their right to take the matter further if they are unhappy with the outcome.

In circumstances where the response/final outcome of the investigation is not ready within 10 working days we will notify the complainant accordingly and explain the reason why.