**Terms and Conditions**

*PLEASE READ THIS DOCUMENT CAREFULLY PRIOR TO PARTICIPATING IN THE SURPRIZME GAME. IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS.*

Welcome to Surprize ME! We are glad that you have chosen to participate in the SurprizeMe surprise draw (hereinafter “**Surprize Me**” or the “**Game**”). We are committed to providing the best possible value and convenience for you. Before you get started, you must read and agree to these Terms & Conditions (hereinafter the “**TCs**”).

The Surprize Me App (hereinafter referred to as the “App”) is developed and operated by These Modern Times Limited, a private limited liability company registered under the Laws of Malta, bearing company registration number C 100505, having registered office situated at Level 4, The Penthouse, Suite 2, Ewropa Business Centre, Triq Dun Karm, Birkirkara BKR 9034, Malta (hereinafter referred to as the “Company”, “we”, “us” and “our)”. Surprize Me is being carried out as a Commercial Communications Game subsequent to the approval of the Malta Gaming Authority (hereinafter the “MGA”).

These TCs govern the Users’ (hereinafter referred to as “You” or “Your”) use of the App unless we expressly provide that other terms and conditions apply. These TCs, therefore, constitute a binding legal agreement between You and the Company.

You hereby acknowledge and agree that by visiting and/or using Our App and/or providing your Personal Details, You shall be engaging with the Game and agree to be bound by the present TCs, including those additional terms and policies referenced herein and/or available by hyperlink, as may be amended from time to time. These TCs apply to all users of the App, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content. If You do not agree to all the TCs of this agreement, then You may not access the App and/or play the Game.

Any new features or tools which are added to the current App shall also be subject to these TOU. You can review the most current version of the TCs at any time on this page. We reserve the right to update, change or replace any part of these TOU by posting updates and/or changes to the App. It is your responsibility to check this page periodically for changes. Your continued use of or access to the App following the posting of any changes is considered as deemed acceptance of those changes.

The practices described in these TCs are current as of 4 January 2024.

**Definitions**

“**Application**” or “**App**” refers to the Surprize Me application which will serve as an online medium through which customers shall interact with the Surprize Me game and win vouchers and/or prizes redeemable at the Partner Outlets.

“**Customer**” or “**Participant**” refer to any individuals who engages with the Surprize Me Game through the Surprize Me App.

“**Game**” or “**Surprize Me**” or “**Surprize Me Game**” refer to to the specific gaming experience facilitated by the App. This game involves interactive elements through the online medium, allowing participants or users to play and potentially win vouchers and/or prizes. The Surprize Me game is a central feature of the Surprize Me application, serving as a means for customers to engage with the platform and earn redeemable rewards at the respective Partner Outlets.

“**Partner Outlets**” refers to the affiliated establishments or businesses (which may include various retail stores, restaurants, entertainment venues, or other service providers) that have entered into a collaborative agreement with the Company with respect to the App. These outlets participate in the Surprize Me program by accepting and facilitating the redemption of vouchers and/or prizes won by customers through the Surprize Me game.

**Terms of Service & Acceptance thereof**

We are These Modern Times Limited (C 100505) of Level 4, The Penthouse, Suite 2, Ewropa Business Centre, Triq Dun Karm, Birkirkara BKR 9034, Malta (hereinafter the “**Company**”), owner of the Game. By making use of SurprizeMe, you accept and agree to be bound by these TCs. Please note that the Company reserves the right to modify these TCs at any time.

You can review the most current version of it by clicking on the "Terms & Conditions" link located at the bottom of the SurprizeMe website, <https://www.surprizeme.shop/>. The most current version will supersede all previous versions.

By continuing to use SurprizeMe after changes are made and notified to you (on the email you have registered with us), you agree to be bound by such changes.

*Background*

1. **SurprizeMe** is a gamified sales boosting solution that consists of a wheel of fortune (hereinafter the “**Wheel**”) which, when spun, allows Customers to win 100%, 50% or 25% cashbacks of amounts spent at that Partner Outlet or other promotional offers listed on the wedges of the Wheel from the Partner Outlet or other Partner Outlets.
2. The Game is applicable on all the Customer’s transactions at the Partner Outlet and any cashbacks shall be calculated on the sum total of purchases paid for by the Customer and displayed on the Customer’s invoice/fiscal receipt inclusive of VAT and any other applicable taxes issued by the Partner Outlet.

Provided that certain Partner Outlets may require Customers to spend a minimum amount in order to be eligible to participate in the Game.

*Participating in the Game*

1. Customers are entitled to participate in the Game following the completion of a successful transaction at any one of the Partner Outlets. At checkout, customers shall be presented with a unique QR code which shall be printed and visible on the Customer’s fiscal receipt or displayed on an electronic device at the Partner Outlet’s retail location where the purchase is made.
2. By scanning this QR code, customers shall obtain a link to a unique Wheel which may be spun only once. Prior to spinning the wheel, the Customer shall be required to input their name, surname, gender, phone number and/or e-mail address; and an e-wallet shall be created for the Customer for the purpose of facilitating the redemption of the voucher/prize.
3. Once the Game is played, a Voucher will automatically be generated listing the prize/s won by the Customer.
4. Without prejudice to the generality of the foregoing clauses, in case of complete or partial cancellation of the invoice, fiscal receipt or transaction generating the QR Code leading to a Game, any Voucher derived by such game shall be annulled.

 *Redeeming the Voucher*

1. Winning vouchers shall be sent to the customer’s email address or phone number where an email address or phone number is provided (saved as a PDF), which may be printed by the Customer:

Provided that the users shall only be allowed to print one copy of the PDF offer, which is to be redeemed by the indicated expiry (if applicable). If any user is found to print more copies of the same offer and attempt to redeem the offer more than once and/or after the expiry date (if applicable), the Company shall have the right to terminate your account.

1. Cashback rewards won may only be redeemed at the Partner Outlet where the transaction giving rise to the Game took place through the presentation of the Voucher.
2. Cashbacks may, solely at the option of the Partner Outlet, be paid out in vouchers that may be used against future purchases in that Partner Outlet.
3. Other promotional rewards may be redeemed at the Partner Outlet where the transaction giving rise to the Game took the place or at any other Partner Outlet named on the Voucher, if any.
4. Vouchers may be redeemed on the physical presentation of the Voucher in a physical or electronic form. The expiry date of the Voucher shall be exhibited on the Voucher. Expired Vouchers will not be redeemed.
5. The Company shall not be responsible in the event that a Partner Outlet refuses to honour an offer, gift or a service if their terms are not respected. It is your responsibility to read the terms and conditions that may be available on the Voucher prior to redeeming any offer. Such terms and conditions may specify expiration dates for instance. Such terms and conditions may be subject to change by the Partner Outlet from time to time.

**Limitations on Use**

1. Only Customers who are eighteen (18) years of age and over may participate in the Game. Partner Outlet personnel may request identification documentation to confirm minimum age and may deny participation to the Game to any person not providing such evidence.
2. Employees, personnel, and staff of the Partner Outlet may not participate in the Game generated by transactions carried out in the Partner Outlet with which they are engaged.
3. The Partner Outlet and/or the Company may restrict participation in the Game for any account with irregular or suspicious behaviour such as:
4. Presentation of fake, reused, photocopied, torn, tampered or unrecognisable vouchers;
5. Unusually frequent transactions
6. Other
7. SurprizeMe rewards may not be used in conjunction with or replaced with any other offers.
8. You may not transfer your ewallet and/or any voucher and/or any other prizes won through the App.

**Inactive Users**

If a particular user remains inactive for more than twelve (12) months, the Company will send an email to the Customer concerned in order to verify whether the said user still wishes to retain his/her ewallet. If the Customer does not reply within a period of one (1) month from the Company’s email referred to herein, the Company shall, upon the lapse of the said month, delete the respective Customer’s e-wallet as well as all information related to that particular Customer. In the event that the Customer confirms that the account is no longer required, then the Company shall delete the respective Customer’s e-wallet and all information related thereto, immediately.

**Intellectual Property**

1. The Company is the sole owner of the SurprizeMe brand, tool and website, which includes any software, domains, and content made available through it. The SurprizeMe tool/website is protected by copyright and other intellectual property laws. SurprizeMe is in the process of becoming a registered trademark. It is for your own personal and non-commercial use only, and the Company grants you a limited license for that purpose. Without limitation, this means that you may not sell, export, license, modify, copy, reverse engineer, distribute or transmit the SurprizeMe tool/website without the Company’s prior express written permission. Any unauthorized use of the SurprizeMe brand or tool/website will terminate the limited license granted by us. SurprizeMe and its graphics, logos, icons and service names related to the SurprizeMe tool/website are registered and unregistered trademarks or trade dress of the Company. They may not be used without the Company’s prior express written permission. All other trademarks not owned by the Company that appear in connection with the SurprizeMe tool/website are the property of their respective owners, who may or may not be affiliated with, connected to or sponsored by the Company.

**Company’s Rights**

1. The Company reserves the right to modify/change, discontinue, terminate, withdraw any Vouchers based issued with respect of transactions that are deemed or discovered, in their whole or in part, to be irregular or suspicious by the Partner Outlet or by the Company itself.
2. The Company may at any time stipulate additional terms and conditions for redemption of the Vouchers and such terms and conditions shall be binding on the Participants.
3. The latest and official version of these TCs shall be available on the **SurprizeMe** website and shall prevail in the event of any conflict or inconsistency with any other communication, advertisement, or promotional material. The Company reserves the right to update these TCs prospectively and to terminate this program at any time.

**No warranty**

1. The Company provides the SurprizeMe concept “as is” and without any warranty or condition, whether express, implied or statutory. The Company specifically disclaims any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement. The Company assumes no liability or responsibility for any errors or omissions in the SurprizeMe tool/website; any failures, delays or interruptions in the SurprizeMe tool/website; any losses or damages arising from the use of the SurprizeMe tool/website, including, without limitation, any damage to your technological device/s; or any conduct by users of the SurprizeMe tool/website. We reserve the right to deliver the SurprizeMe tool/website in our sole and absolute discretion.

**Limitation of Liability and Indemnification**

1. In no event shall the Company, its shareholders, directors, officers, employees or agents be liable (jointly or severally) to you for loss of use or any special, incidental, indirect or consequential damages arising out of or in connection with SurprizeMe or these TCs, on any theory of liability, and whether or not advised of the possibility of damage. If any applicable authority holds any portion of this section to be unenforceable, then liability will be limited to the fullest possible extent permitted by applicable law.

In no event shall the Company be held liable for any issues relating to the redemption of the voucher including redemption request not being honoured by the Partner Outlet.
2. The Company accepts no responsibility, financial or otherwise for the misuse of **SurprizeMe** and shall not be liable for any personal loss or injury and shall not be held responsible for any disagreement concerning the quality/ availability of featured offers.
3. The Company does not implicitly approve, endorse or guarantee the quality of any of the products or services offered by its Partner Outlets or any products or services given as promotions or cross-promotions as part of **SurprizeMe**. Any complaints or queries pertaining to the same should be taken up directly with the Partner Outlet.
4. The Company shall not be responsible in the event that a Partner Outlet discontinues or changes an offer, gift, partner outlet or forming part of the SurprizeMe at a given point in time.
5. The Company shall not be responsible for any changes in listed Partner Outlets, Offers, Gifts, Vouchers, and services and any of their respective terms and conditions following your subscription to SurprizeMe.
6. The Company shall not be held responsible for any temporary or permanent closure of a Partner Outlet’s establishments and/or operations.
7. You agree to indemnify and hold SurprizeMe, the Company and their related and/or group companies, and each of their respective shareholders, directors, officers, employees, agents and Partner Outlets harmless from and against any third-party claim or cause of action, including reasonable attorneys’ fees and court costs, arising, directly or indirectly, out of your use of SurprizeMe or your violation of any law or the rights of any third-party.
8. If the Company or any Partner Outlet suffers loss or incurs any costs in connection with any breach of these Terms or any other legal obligation by a Customer, the Customer shall indemnify the Company or the Partner Outlet for such losses, damages or costs.

**Termination**

1. We reserve the right to withdraw or amend the SurprizeMe tool/website and/or material we provide on any SurprizeMe platform, at our sole discretion without notice and without liability.
2. We reserve the right to terminate or suspend your account if you are in breach of any of these clauses or if through your conduct you bring the Company or any of its Partner Outlets into disrepute. You agree that the Company shall have no liability or responsibility to you and the Company shall not refund any amounts that you would have already paid.
3. If the Customer wishes that the Company deletes his ewallet and/or personal data related to him/her from its system, he/she may send an email to [ ] and the Company will attend to such request as soon as possible.
4. Any sections of these TCs that either explicitly or by their nature must remain in effect even after the termination of the subscription, shall survive termination, cancellation or expiry.

**Your Conduct**

1. By using SurprizeMe, you agree not to upload, post, e-mail or otherwise send or transmit any material that contains viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment associated with the Company. You also agree not to interfere with the servers or networks connected to SurprizeMe or to violate any of the procedures, policies or regulations of networks connected to SurprizeMe, the terms of which are incorporated herein.

You also agree not to:

(1) impersonate any other person while using SurprizeMe;

(2) conduct yourself in a vulgar, offensive, harassing or objectionable manner while using SurprizeMe;

(3) use SurprizeMe for any unlawful purpose; or

(4) resell or export the software associated with the SurprizeMe tool/website.

The Company does not promote, recommend or condone use of SurprizeMe during certain activities, such as automobile driving, where there is a significant risk of accident. You agree not to use SurprizeMe during such activities.

**Privacy**

1. These Modern Times Limited shall process all personal data collected in connection with participation in **SurprizeMe** in accordance with the Data Protection Act (Chapter 586 of the Laws of Malta) and the General Data Protection Regulation (EU) 2016/678 (GDPR).
2. Kindly note that we only use any personal information that you submit or we collect when you are using the Game as set out in the [Privacy Notice](https://www.cloudigo.app/info/privacy-policy) accessible via the following link: [ ].
3. Please be aware that internet transmissions are never completely private or secure and that any message or information you send using whilst using the Game may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

**Authorised Disclosures**

1. You acknowledge that we may be required to, and shall if so required, disclose your personal information to the competent authorities in relation to any investigation, court order or other lawful request for information which we are legally required to comply with.

**Dispute Resolution**

1. Governing Law: You agree that these TCs or any claim, dispute or controversy (whether in contract, tort or otherwise, whether pre-existing, present or future, and including statutory, common law and equitable claims) between you and the Company arising from or relating to these TCs, their interpretation or breach, termination or validity, the relationships which result from these TCs, the SurprizeMe tool/website, the Company’s advertising or any related transaction shall be governed by and construed in accordance with the laws of Malta.
2. Jurisdiction: The Courts of Law in Malta shall have exclusive jurisdiction to hear any such dispute or controversy.

**Severability**

If any provision of these TCs is held to be invalid or unenforceable, such provision shall be struck off, and the remaining provisions shall be enforced. Headings are for reference purposes only and in no way define, limit, construe or describe the extent or scope of such section. Our failure to enforce any provision of these TCs shall not constitute a waiver of that or any other provision. These TCs set forth the entire understanding and agreement between you and the Company with respect to the subject matter hereof.

**Contact Us**

If you have any questions about these Terms & Conditions or the registration process, the download and/or use of SurprizeMe and/or our website, please contact us at:

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