

## Endless Earnings Employee Incentive Portal Terms and Conditions – October 2017

The Endless Earnings Employee Incentive Portal is sponsored by Thomas Cook, trading as Thomas Cook Group UK Limited, a corporation organised under the laws of England and Wales with company number 02319744 whose registered office is Westpoint, Lynch Wood, Peterborough, PE2 6FZ, United Kingdom (hereinafter “**Thomas Cook**”).

The portal administrator is Motivforce Marketing & Incentives (MMI) Ltd trading as MMI (company number 07669029) whose registered office is at 16 Hanover Square, Mayfair, London W1S 1HT (hereinafter “**Portal Administrator**”).

### Portal Overview

- Endless Earnings Employee Incentive Portal (hereinafter “**the Portal**”) is an online portal to which eligible participants can log on to view their individual entitlements under Thomas Cooks’ various non-contractual incentive schemes.
- Details on the various non-contractual incentive schemes and their Terms and Conditions can be found on the Portal or on Heartbeat. Thomas Cook has the right, at any time and without notice, to vary or withdraw any of the schemes and/or to exclude your participation in them and/or the Endless Earning Employee Incentive Programme generally.

### Registration

- To use the Portal participants must:
  - (a) formally register as an individual user on [www.endlessearnings.co.uk](http://www.endlessearnings.co.uk) to ensure they have a log-in and password for the Portal
  - (b) accept the Terms and Conditions of the Portal on first log-in
  - (c) at all times remain an employee of Thomas Cook. Where a participant leaves the employment of Thomas Cook their account shall be closed without any liability on the part of Thomas Cook or the Portal Administrator.

### Portal Terms and Conditions

- By registering for the Portal participants agree to be bound by all the Portals Terms and Conditions from time to time in force.
- Participants must record any information on the Portal accurately and must not misuse the Portal in any way. Any misuse or abuse of the Portal, or dishonest conduct or misrepresentation to Thomas Cook or the Portal Administrator in relation to the Portal or any of the incentive schemes may be treated as Gross Misconduct and could result in an investigation in line with Thomas Cooks’ Disciplinary Policy and/or the participant’s use of the Portal being temporarily or permanently terminated.
- Participants must keep passwords and username details confidential. Thomas Cook and the Portal Administrator accept no responsibility for any loss suffered by participants where such loss is attributed to a failure by the participant to maintain account security.
- By registering for the Portal participants agree that:
  - Thomas Cook and the Portal Administrator shall be permitted to share personal information with each other relating to the participant for the purpose of administering the Portal and/or incentive schemes and any entitlements under such schemes.
  - the Portal Administrator shall be permitted to share the participant’s personal information with third party suppliers for the purpose of arranging delivery or any other means of fulfillment for the incentives.
  - the Portal Administrator shall be permitted to use unidentifiable aggregate data for the purpose of obtaining statistical data relating to all aspects of the Portal and shall be permitted to share such information with Thomas Cook.
  - the Portal Administrator may contact you from time to time by email to update you on rewards, points and promotions and other information.

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- Any personal information you provide on the Portal shall be stored on secure servers located within the United Kingdom.
- Participants must advise the Portal Administrator of any change of contact details including the registered email address, by sending their details in writing to the [Helpdesk Team](#).
- Thomas Cook's decision on all matters pertaining to the Portal and/or any incentive scheme is final and binding and no correspondence will be entered into with participants by the Portal Administrator.
- Thomas Cook and the Portal Administrator take all reasonable care to ensure that any information contained on the Portal is accurate but no liability or responsibility is accepted with respect to any errors or omissions in any information, whether written or verbal.

### Termination

Participants may terminate their use of the Portal by providing notice in writing to the Portal Administrator via an email to the [Helpdesk Team](#).

### Law and Jurisdiction

- These Terms and Conditions shall be governed in accordance with the laws of England and Wales and the English courts shall have exclusive jurisdiction to hear any dispute relating to the Portal.