

Q8 smiles General Terms and Conditions – KBC Fill up at Q8

These Q8 smiles terms and conditions apply to the registration for and use of the personalized service consisting of the Q8 smiles Loyalty Programme (the “Q8 smiles Loyalty Programme”, as defined below) offered by Smiles NV, with registered office at 310 Vilvoordseleaan, 1130 Brussels, Belgium VAT BE 0720 542 130.

The Q8 smiles Loyalty Programme allows consumers, among other things, to collect points at certain stores and service stations (“Smiles”, as defined below) and to exchange them in the context of a **personalized service**. Non-registered Customers can collect Smiles anonymously for a limited period in order to be able to get started immediately. In order to be able to use the Smiles in any way, the consumer must first register for the Q8 smiles Loyalty Programme via the digital registration form on the Q8 smiles Website, in the Q8 smiles App or in the KBC app (referred to as "Third Party App" in the general terms and conditions of Olympus Mobility NV) followed by a login to the Q8 smiles App.

1. Terms

The following definitions are used in these Q8 smiles Terms and Conditions:

“Registered Customer” means any natural person of adult age who has registered, for exclusively non-professional purposes, via the Q8 smiles Website or the Q8 smiles App as a user of the Q8 smiles Loyalty Programme. KBC private customers of adult age can also register in the KBC app linked to the Q8 smiles loyalty program via the Olympus platform.

“Non-registered Customer” or **“Ghost Profile”** means any private user of a Q8 smiles Medium who has not registered via the Q8 smiles Website, the Q8 smiles App nor the KBC app as a user of the Q8 smiles Loyalty Programme.

“Supported Products/Services” are, for each Partner and unless otherwise agreed between the Partner and Smiles nv, all products and services which purchase or use can deliver Smiles and/or of which certain advantages are granted to Registered Customers. Certain products are excluded and therefore do not grant the right to save Smiles. You can find the most recent list of these on the Q8 smiles Website (www.q8smiles.be) or in the Q8 smiles App. For the time being, fuels and additives such as Ad Blue can be purchased via the KBC app, which then automatically gives Smiles.

“Participating Partner” means any company or association that has signed a Q8 smiles Loyalty Programme agreement with Smiles nv for the purpose of offering the Q8 smiles Loyalty Programme to customers.

“Rewarding Partner” means any company or association with which Smiles NV has entered into an agreement to offer Registered Customers the possibility of exchanging their Smiles for Vouchers that are valid for some of his/her services or products and where Promotional Certificates may also be used.

“Partner” means a Participating Partner or Rewarding Partner.

“Voucher(s)” means a certificate, digital or not, that can be used by a Registered Customer to pay for (part of) certain products/services, or that can confer the right to a discount or other advantage for the Registered Customer in respect of certain products and/or services. The Registered Customer can receive such Vouchers in exchange for a certain number of Smiles saved, as determined by the Participating Partner or the Rewarding Partner.

“Promotional Certificate(s)” means a certificate, digital or not, that confers the right to a discount or other advantage (such as extra Smiles upon a purchase or event) for a Registered Customer in respect of certain products and/or services and that may be offered to the Registered Customer via the Q8 smiles App or the Q8 smiles Website as personalized promotion that may be relevant for the Registered Customer.

“Partner Point of Sale” means any point of sale (including a service station and shop) of the Participating Partner or that is operated by an independent operator (‘exploitant’ in NL) or customer (‘afnemer’ in NL) from a Participating Partner. In certain situations, the Partner Point of Sale of two Partners may be located in the same place (e.g. a Partner’s shop may be located on the grounds of a service station of another Partner).

“Smiles” means the points that can be collected by a Registered Customer or a Non-registered Customer when using a Q8 smiles Medium or the KBC app at a Partner Point of Sale and that can later be exchanged in the manner set out in these Q8 smiles Terms and Conditions.

“Q8 smiles App” means the mobile application of Smiles NV concerning the Q8 smiles Loyalty Programme that allows Non-registered Customers to register and the Registered Customers to manage their Smiles, preferences, profile and advantages (such as Vouchers and Promotional Certificates) and to use the virtual Q8 smiles Medium (a barcode or other identifier in the App) and to enjoy various other elements of the personalized service.

“Q8 smiles Medium” means a plastic card (in the shape of a credit card or keychain) with a unique barcode or a virtual Q8 smiles card in the Q8 smiles App (jointly referred to as Q8 smiles Media) that can be used by a consumer to collect Smiles, among other things.

“Q8 smiles Loyalty Programme” means the personalized service of Smiles nv as described in these Q8 smiles Terms and Conditions.

“Q8 smiles Privacy Statement” means the statement by Smiles NV on the processing of personal data, which is available for consultation on the Smiles NV website www.Q8smiles.be and in the Q8 smiles App.

“Q8 smiles Account” means the unique virtual account of a Registered Customer or Non-registered Customer on which he or she can save Smiles using the Q8 smiles Media or the KBC app.

“Q8 smiles Website” means the website of Smiles NV about the Q8 smiles Loyalty Programme, available on the web address www.Q8smiles.be, which enables a Non-registered Customer to register and allows the Registered Customer to manage his or her Smiles, profile and advantages (e.g. Vouchers and Promotional Certificates).

2. The Q8 smiles Loyalty Programme

The Q8 smiles Loyalty Programme is offered as a total concept in a single service, and enables Registered Customers to enjoy numerous advantages such as a savings programme, promotional and personalized offers at one or more Partners and, as an optional service, a station finder.

3. Signing up for the Q8 smiles Loyalty Programme

The Q8 smiles Loyalty Programme is reserved exclusively for adult customers, that is, natural persons who wish to participate in the Q8 smiles Loyalty Programme solely for non-professional purposes. Transactions within commercial road transport (= CRT) and cards to which technical limitations apply are not eligible for participation in the Q8 smiles Loyalty Programme, and in particular UTA, IDS, Eurotoll/Logpay, ED, E100 and the IQ card.

In order to participate, an adult consumer can (i) register via the Q8 smiles Website or the Q8 smiles App (without needing another Q8 smiles Medium) or via the KBC app and become a Registered Customer or (ii) use a Q8 smiles Medium (received at a Partner Point of Sale) without having to register, and thus become a Non-registered Customer. It is not possible, however, to exchange Smiles without first registering via the Q8 smiles App or Q8 smiles Website, or via the KBC app followed by logging in to the Q8 smiles App, nor to enjoy other advantages. It is not possible to exchange Smiles in the KBC App itself.

Each Q8 smiles Medium has a unique code and Smiles NV links it to the unique Q8 smiles Account of the Registered Customer or the Non-registered Customer. If someone registers without prior use of a Q8 smiles Medium, a Q8 smiles Account is opened for the newly Registered Customer, to which all the Registered Customer’s Q8 smiles Media can be linked.

Upon registration, certain identification and profile data are requested. These personal data are processed in accordance with the Q8 smiles Privacy Statement. As far as the KBC app is concerned, Smiles only has an email address, first and last name, a unique identification and gradually an overview of the transactions. The Customer will be asked to set a password to log in to the Q8 smiles app and website. This data will not be shared with other parties.

The registration of the Registered Customer and the Q8 smiles Media linked to him or her are strictly personal and non-transferable.

The Q8 smiles Media will at all times remain property of Smiles NV, which is the issuer of the Q8 smiles Media.

Upon registration, the Registered Customer receives his/her first 100 Smiles for free, for a value of €1.00 and can be exchanged as from 500 collected Smiles. The first 100 Smiles are added to his/her account after the Registered Customer has performed an initial Smiles transaction at a Q8 station. The Smiles transaction refers to: a refuelling at Q8 or a purchase in one of the shops at a Q8 station, after which the Q8 smiles card, keychain or app is scanned at the till, the Q8 smiles savings terminal or in the Q8 smiles App. The Smiles transaction refers for the KBC app to a purchase of fuel and additives like Ad Blue.

4. Saving Smiles

Every Registered Customer or Non-registered Customer can save Smiles on his/her Q8 smiles Account by presenting his/her Q8 smiles Medium or by using the KBC app as a KBC customer at each purchase or personal use of the Supported Products/Services. "Personal" means that this must be fuel for a vehicle used by the (Non-)Registered Customer and not for refuelling of other vehicles. If a purchase is cancelled or returned, Smiles NV reserves the right to cancel the corresponding Smiles.

The number of Smiles issued per transaction is 1 Smile per litre of fuel purchased (e.g. via the KBC app) and 1 Smile for 1 euro of purchases made in the shops (via the Q8 smiles App) at a Q8 point of sale. The spending value of the saved Smiles is set out in the list of advantages on the Q8 smiles Website and in the Q8 smiles App (e.g. 500 Smiles can be exchanged for a 5-euro certificate at Q8 points of sale).

Furthermore, Smiles NV reserves the right to issue the Registered Customer additional Smiles at any time.

The possibility of saving Smiles is not unlimited. After having saved Smiles three times a day, no further Smiles can be saved before the start of the following day. You can save Smiles for a maximum of twice per day for personal refuelling. In sum, this means that you can save Smiles twice a day when refuelling and a third time by making a purchase at a shop or, for example, making three shop purchases per day. A Registered Customer or Non-registered Customer cannot save any more Smiles after one refuelling by another refuelling within less than 30 minutes after the first. Smiles NV and the Participating Partner may agree to exclude saving Smiles at certain special offers. The limitation on saving Smiles is not applicable when you purchase/fuel up in a mobile way via the Q8 smiles-app or make use of another mobile pay-app providing an automatic reward of Smiles coupled to the transaction.

Smiles NV may, in accord with the Participating Partner, limit the maximum number of Smiles per customer and per day, in order to prevent fraud.

The use of a Q8 smiles Medium without (or prior to) registration does not prevent saving Smiles. Non-registered Customers recognize that only Registered Customers are given the opportunity to use these Smiles and exchange them for Vouchers.

5. Q8 smiles Account

Registered Customers can consult the status of their Q8 smiles Account at any time via the Q8 smiles App, the Q8 smiles Website or by using the 'Fill up at Q8' mobility service in the KBC app, as well as on the cash register receipts from a Q8 point of sale and on the screens of the Q8 smiles savings terminals after each transaction with which Smiles are saved.

Smiles NV cannot be held responsible for any technical malfunction or delay in registering Smiles on a Q8 smiles Account.

Only Registered Customers are permitted to dispute their Smiles balance, and must do so within 30 days of the transaction that gave rise to the dispute, and only if such disputes are not abused.

If, due to technical problems or because the Q8 smiles Medium (except for the KBC app) was forgotten, the Smiles for a given transaction cannot be registered, the Registered Customer must contact the Smiles NV contact centre within 48 hours after the transaction in question with a copy of the cash register receipt or another proof of purchase, to enable Smiles NV to add it to the Customer's Q8 smiles Account. Failure to follow this procedure means the Registered Customer loses the right to add these Smiles to his/her Q8 smiles Account.

Smiles NV reserves the right to refuse to add (certain) Smiles to the Q8 smiles Account of a Registered Customer if it has reasonable grounds to do so.

Saved Smiles remain valid for 24 months as long as the Q8 smiles Loyalty Programme is in effect, except in two cases:

- (a) In the case of Non-registered Customers, all Smiles expire on the Q8 smiles Account after nine months after the first use of the relevant Q8 smiles Medium, unless the Non-registered Customer registers and the Q8 smiles Medium on his/her registration makes a connection within those nine months;
- (b) In the case of Registered Customers, all Smiles on the Q8 smiles Account expire if the Registered Customer does not perform any smiles-earning transactions within a nine-month period.

The Registered Customer can consult the loyalty transaction history using the Q8 smiles App or the Q8 smiles Website going back two years. After two years, the transaction data are automatically deleted.

6. Using Smiles

Each Registered Customer can freely use the saved Smiles at any time by exchanging them, via the Q8 smiles Website or the Q8 smiles App, for Vouchers that confer the right to a specific spending value, discount or product at and as determined by a Rewarding Partner (or group of Rewarding Partners). The spending value of the saved Smiles is set out in the list of advantages on the Q8 smiles Website and in the Q8 smiles App (e.g. 500 Smiles can be exchanged for a 5-euro certificate at Q8).

These Vouchers have a specific expiry date that is mentioned on the certificate itself. After the expiry date has passed, the Voucher is no longer valid, and the Registered Customer no longer has a right to the associated product, discount or spending value. The Voucher will therefore be deleted from the list of available Vouchers on the Q8 smiles App and the Q8 smiles Website.

Smiles NV is free at any time to adapt the Vouchers offered or to change the number of Smiles necessary to obtain a given Voucher, without prior notice and by a simple adjustment on the Q8 smiles Website or in the Q8 smiles App.

Additional conditions may apply to the use of a Voucher. The Rewarding Partner where the Voucher is used is the one that can determine such conditions. Examples of such conditions may be a minimum purchase amount,

ban on combining several special offers, valid only for e-commerce, etc. The conditions will always be indicated on the Voucher.

Vouchers cannot be exchanged for cash. Vouchers must always be used in full and do not entitle the customer to change.

Smiles NV bears no responsibility or liability for the quality or availability of the products (that may be) purchased at the Partner using Vouchers. Any dispute in this regard must be settled with the Partner itself.

In the event of bankruptcy of a Partner or other reasons for which a Partner is no longer able to honour a certificate, Smiles NV does not owe any compensation and the Registered Customer may obtain a refund of the relevant Smiles for the said Voucher(s), provided the Voucher is deactivated.

Saved Smiles can no longer be gifted to one or more Registered Customer(s). All Smiles that have hitherto been lawfully gifted by a Registered Customer to another Registered Customer continue to be honoured.

7. Smiles special offers

Via the Q8 smiles App or the Q8 smiles Website, by email and, with technical permission also via push notifications, certain special offers may be offered to the Registered Customer either by Smiles NV itself, or in the name of a Partner, as part of the provision of the specialized service by the Q8 smiles Loyalty Programme.

These special offers may or may not be combined with other special offers at the Partner Point of Sale.

These special offers are temporary, with the period of validity being indicated in each case.

Such special offers may be limited in their validity to one or more Rewarding Partners and one or more Partner Points of Sale.

8. Location

Smiles NV and the Partner do not have access to the location data exact (XY coordinates) of the Registered Customer.

Only where an application requires this will location data of the Registered Customer be processed; No location data is saved and wherever possible, the processing will take place on the device itself.

9. Station finder

The “station finder” is a function in the Q8 smiles App that enables you to find the nearest service station. The use of location data for this purpose is voluntary. Where the function uses your location data, the nearest service station can automatically be shown. If you prefer that your location data not be used, you can enter a location manually to find the nearest service station.

The “station finder” reports fuel prices but if they differ from the price at the pump, then the latter takes precedence. If you are eligible for a further discount on the price at the pump via our Q8 Liberty fuel card, you can of course keep this via the Q8 Liberty card.

10. Use of the Q8 smiles App

The functional requirements of the Q8 smiles App (including the minimum operating system) are set out in the relevant app store.

Smiles NV is not responsible for safety breaches, viruses or other damage that may be caused to the Registered Customer's device by third parties via the smiles App.

When refuelling, the use of the Q8 smiles App or any other application - in general the use of the mobile phone - is not permitted next to the pump but only inside the car (with the doors closed) or in the shop and next to the savings terminal. The driver of the car may not use the Q8 smiles App unless the car is parked.

If linked to a mobile data network, the smiles App can use mobile data. Smiles NV cannot be held responsible in any way for the costs of data use as a result of the use of the smiles App.

11. Protection of privacy

In the context of the use by a Registered Customer of the Q8 smiles App, Q8 smiles Website and Q8 smiles Media, Smiles NV will process the Registered Customer's personal data. These forms of processing (purposes, categories of personal data, etc.) are set out in the Q8 smiles Privacy Statement, available on the website www.Q8smiles.be or in the Q8 smiles App. All questions relating to this matter should be sent to Privacy@Q8smiles.be, and the identity and contact details of the relevant controllers can be found via the Privacy Statement.

If you have registered via the "Fill up at Q8" mobility service in the KBC app and you are not yet a Q8 smiles Customer, Smiles NV will receive your e-mail address, first and last name from Olympus.

12. Theft or loss

Smiles NV cannot be held responsible for loss or theft of the Q8 smiles Media or for any damage resulting from the use or abuse of a Q8 smiles Medium, or from the fact that the Registered Customer or Non-registered Customer can only make partial use of a given advantage. All loss, theft or suspicion of abuse of a Q8 smiles Medium must be reported immediately to Smiles NV via the contact centre.

13. Changes

Smiles NV reserves the right to make changes at any time to these Q8 smiles Terms and Conditions, such as modifying the list of Supported Products/Services or changing the method for granting Smiles, and so on.

In the event of such a change, Smiles NV will inform Registered Customers at least two weeks in advance. If a Registered Customer does not agree with the changes, he or she has the right to terminate the use of the Q8 smiles Loyalty Programme at no cost starting on the date of entry into force of the changes and to contact Smiles NV regarding the return of his or her physical Q8 smiles Media. If a Registered Customer uses the Q8 smiles App, he/she may inform Smiles NV via the contact form on the Q8 smiles Website. Continued use of a Q8 smiles Medium after that period will be considered to be an acceptance of the changes.

The Q8 smiles Terms and Conditions in force are available at all times on the Q8 smiles Website and in the Q8 smiles App. KBC customers can consult these on the website of Olympus.

14. Suspension and termination

Smiles NV reserves the right to:

- (a) terminate the Q8 smiles Loyalty Programme at any time, provided a prior notice period of three months has been observed;
- (b) temporarily block a Q8 smiles Account for the time needed for an investigation, or permanently exclude a Registered Customer or Non-registered Customer from participating in the Q8 smiles Loyalty Programme, in the event that fraud or non-compliance with these Q8 smiles Terms and Conditions are suspected, where there are grounds to do so (e.g. in the case of unusual transactions and movements, Smiles that are not linked to the customer's own purchases, in the case of any manipulation of a programme or similar actions, by registering the same person multiple times, in the case of the use of "disposable email addresses", the possession of an above-average number of Smiles as a Non-registered Customer, etc.).

The Registered Customer may deregister at any time from the Q8 smiles Loyalty Programme by filling in the contact form provided for this purpose on the Q8 smiles Website or in the Q8 smiles App and by sending it to Smiles NV, with the result that:

- (a) the Q8 smiles Account of the Registered Customer is blocked and no more Smiles can be saved on that Q8 smiles Account;
- (b) a period of three months begins to run when the Registered Customer can still exchange his or her Smiles in accordance with Article 6 of these Q8 smiles Terms and Conditions and, if desired, can re-register and have his or her Q8 smiles Account reactivated;
- (c) after the said three-month period, all Smiles associated with that Q8 smiles Account will expire.

Upon termination or suspension for any reason whatsoever, the Registered Customer or Non-registered Customer has no right to any compensation for or refund of the expired or suspended Smiles.

15. Help & complaints

Q8 smiles.be FAQ

Q8 smiles App FAQ

Q8 smiles.be contact form

Q8 smiles-contact centre via 0800 11 323

Smiles NV will make the necessary efforts to handle your complaint as soon as possible in order to find a successful outcome. Are you dissatisfied in spite of our efforts? In that case, please contact the independent service of the Trade Ombudsman, www.ombudsmanvoordehandel.be, a recognized qualified entity for online dispute resolution, at the following address:



Trade Ombudsman

Edmond Van Nieuwenhuyselaan 8

1160 Brussels

email: info@ombudscom.be

16. Applicable law and competent courts

Where a provision of these Q8 smiles Terms and Conditions is struck down, declared null and void or its validity is denied by a judicial authority, this shall have no effect on the other provisions of these Q8 smiles Terms and Conditions. If applicable, the Registered Customer or Non-registered Customer and Smiles NV shall enter into discussions to agree new provisions, in the process of which they shall seek to fit as closely as possible with the purpose and aim of the struck down, nullified provision or the provision whose validity has been denied.

Smiles NV may transfer its rights and obligations arising from these Q8 smiles Terms and Conditions to another legal entity by means of written notification to the Registered Customer at least two weeks in advance. The Registered Customer and Non-registered Customer may not transfer the rights and obligations arising from these Q8 smiles Terms and Conditions to third parties without the consent of Smiles NV.

These Q8 smiles Terms and Conditions and all transactions, certificates and other items that are covered by them are governed by Belgian law.

All disputes that may arise between Smiles NV and the Registered Customer or Non-registered Customer shall be heard by the competent judge in Brussels.

These General Terms and Conditions were last updated on 01 May 2020.