



TERMS AND CONDITIONS

woom Riders Club

1. Preamble

woom GmbH (hereinafter referred to as "woom") runs a customer loyalty scheme called the "woom Riders Club" (hereinafter also referred to as the "club"). Customers who join the "woom Riders Club" can take advantage of exclusive offers and special services.

2. Scope of application

- 2.1. The terms and conditions set out below apply to all agreements relating to the provision of offers and services as part of the "woom Riders Club" customer loyalty scheme. They form the basis of all contracts concluded between woom, as the provider of the "woom Riders Club" customer loyalty scheme, and the customer, as a member of the "woom Riders Club" (hereinafter referred to as a "member" or "customer" for short). The terms and conditions set out below also apply to future contracts, even if reference is not made to them at the point at which any such contract is concluded.
- 2.2. When these terms and conditions refer to a "member", this includes any person who has completed the process to become a member of the club and has received confirmation from woom that they have been successfully registered as a member and assigned their own customer account.
- 2.3. woom employees are not permitted to join the customer loyalty scheme. They are granted special conditions for purchases while they are employed by woom on the basis of individual agreements.

3. General provisions

- 3.1. The terms and conditions have been published on the woom website at https://mediahub.woom.com/m/7b121946f401e106/original/AGB_EN-woom-GmbH.pdf. They can be accessed, downloaded and printed there.
- 3.2. The language of the contract is English. This applies even in the event that some communications are in another language. The contract is concluded in English and all other communications in relation to the "woom Riders Club" are in English.
- 3.3. Deviations from these terms and conditions, including in particular any conflicting terms and conditions of purchase or business set out by a member, will explicitly not be recognized and will only apply if woom has provided explicit confirmation to that effect in writing.
- 3.4. All agreements must be made in writing.
- 3.5. Where contracts are concluded with consumers within the meaning of the Austrian Consumer Protection Act (KSchG), mandatory statutory provisions take precedence over these terms and conditions.



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- 3.6. Care has been taken to write these terms and conditions using gender-inclusive language.
- 3.7. Only natural persons who are at least 18 years old and have full legal capacity are eligible to become members of the "woom Riders Club". If it is discovered that a member is not eligible to join the club, their membership will be canceled and all their personal data will be deleted immediately.
- 3.8. Each member is only entitled to have one customer account. If a member has multiple customer accounts, woom has the right to merge those accounts into a single account without discussing this with the customer beforehand. Any purchases associated with the member's accounts will be collated in the merged account and shown there.
- 3.9. Business representatives, especially natural or legal persons who are eligible to have input tax deducted or do not have to pay value-added tax, are not eligible to join the "woom Riders Club".
- 3.10. There is no charge to join the "woom Riders Club". Members will only be able to take advantage of the benefits of the "woom Riders Club" (including offers, the 10-year warranty and events) once woom has confirmed their membership.

4. Joining the customer loyalty scheme

- 4.1. Customers must register on the woom website to join the "woom Riders Club". The data required to process the registration request has to be provided by the customer when they are registering.
- 4.2. woom is at liberty to accept a registration request following verification or decline without providing a reason. Nobody has a legal right to join the "woom Riders Club".
- 4.3. Each person can join the "woom Riders Club" and become a member only once. It is not possible to join the club more than once. In the event that woom has suffered a financial loss as a result of a customer signing up for the club more than once in breach of these terms and conditions, woom reserves the right to recover that loss from the person that caused it.
- 4.4. The "woom Riders Club" registration process is complete when the customer receives a confirmation email from woom. This confirmation email serves as proof that the customer is a member of the "woom Riders Club".
- 4.5. When registering online, customers are asked to agree to the terms and conditions and confirm that they have read the data protection information. By selecting the checkbox, customers explicitly agree to the terms and conditions and confirm that they have read the data protection information. It is not possible to join the "woom Riders Club" without agreeing to the terms and conditions.

5. The "woom Riders Club" customer loyalty scheme

- 5.1. The benefits offered to members of the "woom Riders Club" are not linked to sales. With the



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exception of the birthday reward, they are available to members as soon as they have joined the club.

- 5.2. Each member has their own customer account. Purchases made by the member are shown in their account.
- 5.3. Members can take advantage of benefits when they make purchases once they have joined the club.

The benefits provided under the customer loyalty scheme include the following as it stands:

- woom 10-year warranty
 - Birthday discount
 - Exclusive offers and pre-sale access
 - Opportunity to take part in exclusive product tests
- 5.4. woom 10-year warranty: Members of the club are eligible for an exclusive 10-year warranty if they register their woom bike through the club within three weeks of purchasing it.
 - 5.5. Birthday reward: If members of the club tell us their young rider's birthday, they will receive an email containing a special birthday discount on a purchase made on the woom website just before their young rider's birthday every year. These birthday rewards are available up until the young rider's 16th birthday.
 - 5.6. Exclusive club offers and early access to woom sales: Members are given access to exclusive offers that are only available to members of the community. This also includes priority access to special limited editions and new releases.
 - 5.7. Exclusive product tests: Members have the opportunity to try out the latest bikes, helmets and other products as part of exclusive product tests. Members who are interested in becoming a product tester must register for product tests separately on the "woom Riders Club" registration page. Members who register for product tests will be entered into a draw and product testers will be selected at random. Registering for product tests does not necessarily mean that members will have the opportunity to test products. Members do not have a legal right to take part in product tests. Members who are selected as product testers will be provided with the products at no cost to them. They may keep the products after they have tested them. In return, members are required to provide woom with written feedback on the product and share photos or videos for use on social media, on the woom website and in email marketing (especially newsletters). When registering for product tests, customers are asked to agree to the terms and conditions, and especially the section on product tests, explicitly agree to transfer the rights to publish feedback provided by them, and confirm that they have read the data protection information. By selecting the checkbox, customers explicitly agree to the terms and conditions, agree to the rights being transferred, and confirm that they have read the data protection information. It is not possible to become a product tester without agreeing to the terms and conditions.



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- 5.8. Members have no right to claim specific offers. It may be that all or some of the benefits (e.g., offers and discounts) apply only to specific target groups or for limited periods of time. Any terms and conditions set out specifically for individual benefits also apply.
- 5.9. woom offers benefits and special offers solely at its own discretion and subject to availability until it decides to revoke them. woom reserves the right to change or cancel any such benefits and special offers.
- 5.10. Members will be sent promotional content advertising woom products, goods and services in the form of emails, text messages, WhatsApp messages, push notifications, materials sent in the post and notifications on receipts.
- 5.11. Communication between woom and members is via email. Emails are used to share the benefits on offer (surprise rewards, vouchers, special offers, pre-sale access and event invitations). These benefits can only be claimed by redeeming the voucher sent via email.
- 5.12. Customers can take advantage of the benefits for as long as they are a member of the "woom Riders Club" or for as long as the customer loyalty scheme exists in this format.

6. Personal data and changes

- 6.1. If there are any changes to a member's name, address or other details provided when registering for the club, the customer must inform woom about those changes as soon as possible to ensure that woom is still able to communicate with them. Benefits and updates sent to the customer's last known address will be deemed to have been sent successfully if the customer has not notified woom of their new address.
- 6.2. Changes to an address or other personal details can be submitted in writing by post or email (to woom@woom.com). Alternatively, members can update their details themselves in their own member area online.

7. Consent to communications

- 7.1. woom will only send electronic communications for marketing purposes based on profiling and its newsletter after members have given their consent. Members can withdraw their consent to being sent these communications at any time by clicking on the "unsubscribe" link at the bottom of any such email or by unsubscribing from the newsletter in the member area.
- 7.2. woom will send members communications that are advertising similar products and services it provides but that are not based on profiling in the post and via email, WhatsApp, SMS, MMS, push notification and Messenger. The legal basis for this data processing is legitimate interests as per Art. 6 (1) (f) of the GDPR. Members can withdraw their consent to being sent electronic communications for these purposes at any time and without having to provide a reason by clicking on the "unsubscribe" link at the bottom of any such email or by unsubscribing from the newsletter or notifications in the member area.
- 7.3. woom will also send members communications about transactions in the post and via email,



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SMS, push notification, WhatsApp, MMS and Messenger where these are necessary for the performance of a contract (e.g., notifications about customer status, changes to the terms and conditions or club benefits, account changes).

- 7.4. By joining the club, members confirm that they explicitly agree to receiving communications of legal significance (e.g., cancellations, changes to club status) in writing by email to the last email address they provided.

8. Loss and misuse of login details

- 8.1. Members are responsible for avoiding misuse by ensuring that third parties are not able to gain access to their customer area. If a member has lost their login details or become aware of misuse, they must inform woom immediately by calling +43 1 358 58 03 or by sending an email to woom@woom.com (any telephone calls will be charged at the member's network's rates).
- 8.2. In this case, woom will lock the member's customer account immediately to stop anyone else from using it and viewing the data stored there.
- 8.3. The operator is not responsible for any consequences, and in particular damages, that are the result of a member sharing their login details with other people.
- 8.4. If a member is responsible for misuse, any sales accumulated as a result of the misuse will be deleted and the member will be removed from the "woom Riders Club" with immediate effect and without notice being required.

9. Cancellation of membership and changes to the terms and conditions

- 9.1. Members are part of the customer loyalty scheme for an unlimited time.
- 9.2. Members can cancel their membership and leave the "woom Riders Club" at any time and without having to provide a reason by writing to woom@woom.com or woom GmbH, Muthgasse 109/A, 1190 Vienna, Austria.
- 9.3. After a member has canceled their membership, they will no longer be eligible for any benefits offered to club members and they will no longer have access to their customer account.
- 9.4. woom has the right to cancel a customer's membership of the "woom Riders Club" customer loyalty scheme with a notice period of one month.
- 9.5. woom can cancel a customer's membership of the customer loyalty scheme at any time for an exceptional reason and in particular for a serious breach of these terms and conditions, such as misuse of login details. Other exceptional reasons include the deliberate provision of incorrect information, harmful or offensive behavior towards woom employees or customers, and an existing ban from entering the business premises.
- 9.6. woom also reserves the right to cancel the customer loyalty scheme in full or in part, make changes or additions, or replace the scheme with an alternative scheme at any time. In any of these cases, members will be informed about any planned changes with plenty of notice and



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reminded that they have the option to cancel their membership at any time. The changes will become an integral part of the contract on the day specified if a customer does not send their objection to woom in writing by post or email within two weeks of receiving the notification of the changes. Notifications of changes to the terms and conditions sent to members will explicitly inform them of the option to object within the time frame specified and of what will happen if they do not object. In the event that the customer loyalty scheme is being canceled entirely, benefits granted can still be claimed up to the point at which the scheme is canceled.

9.7. woom reserves the right to change these terms and conditions unilaterally where this is required to resolve any subsequent imbalance in the contract or to adapt to changes to the legal or technical framework conditions. woom will inform customers about any changes in writing by sharing the content of any provisions affected.

9.8. The current terms and conditions can be viewed on the woom website at www.woom.com.

10. Liability

No cash alternative is available for club benefits or any other services associated with the club. woom does not accept any liability when it comes to the availability of benefits or benefits being provided as expected by its business partners.

11. Technical availability

Maintenance work and updates affecting the IT systems required for the customer loyalty scheme (including the website) will be performed such that operations are not disrupted wherever possible. The operator will endeavor to keep any disruption to operations to an absolute minimum. Where possible, maintenance work will be scheduled for weekends or between 9.00 p.m. and 6.00 a.m. on weekdays. Work to resolve an urgent technical issue might be required within standard business hours if it has to be dealt with immediately. The operator will inform members of any such work where possible and strive to restore IT operations quickly.

12. Data protection

12.1. A comprehensive privacy policy covering all the data protection provisions in detail can be found on the woom website at https://woom.com/en_INT/privacy-policy. Requests to view the privacy policy can also be submitted to the address listed in Section 16 at any time.

12.2. The privacy policy also includes all the necessary details about the use of cookies.

12.3. woom processes personal data that individual members have voluntarily provided about themselves and additional personal data that woom has collected about those individual members. This personal data includes personal details (title, first name, surname), contact information (email address, postal address), child's date of birth, bike details, electronic identification data (IP address (log files), PC details, browser, app, etc.) and specific details about the individual member's buying behavior, usage behavior and campaign behavior, with



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the performance of a contract and (overriding) legitimate interests as the legal bases. woom processes this personal data for the purposes of running and managing the customer loyalty scheme and managing customer relations through targeted marketing and promotional campaigns (including direct marketing) with the aim of boosting sales and increasing customer loyalty.

- 12.4. Members are aware that woom is offering them the club benefits as a way of encouraging them to become and remain a buyer of their own products and products from other providers. In return, members grant woom the right to use the personal data they have provided about themselves for advertising activity that is targeted and responds to their interests. Members have the right to object unconditionally – or revoke their consent – to their data being processed for direct marketing and profiling at any time and with immediate effect by sending an email to privacy@woom.com.

13. Complaints/ombudsman/dispute resolution

- 13.1. Customers wishing to make a complaint are asked to contact the woom customer service team by calling +43 1 358 58 03, sending an email to woom@woom.com, or writing to Muthgasse 109/A, 1190 Vienna, Austria.
- 13.2. woom is prepared to enter into dispute resolution proceedings through a consumer arbitration service.
- 13.3. Online dispute resolution in accordance with Art. 14 (1) of the Online Dispute Resolution Regulation: The European Commission provides a platform for the online resolution of disputes, which can be found at <http://ec.europa.eu/consumers/odr/>. woom is prepared to enter into dispute resolution proceedings through a consumer arbitration service. This is an option in the event of a dispute, but customers should not feel obliged to take this option.

14. Copyright

- 14.1. The content and layout of the "woom Riders Club" website is protected by copyright.
- 14.2. All text, images, graphics and audio, video and animation files are protected by copyright, trademark law and other legislation in place to protect intellectual property. They must not be copied or used for purposes beyond the private purposes required for the performance of a contract, or be shared, published elsewhere, reproduced and circulated in their original or modified form or any medium or used on other websites unless woom has explicitly provided permission in writing beforehand.

15. Final provisions

- 15.1. Austrian law applies to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG) provided that no mandatory consumer protection provisions apply. This choice of law only applies to consumers where no mandatory provisions apply under



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the law of the country in which they habitually reside.

15.2. The place of fulfillment is Vienna, Austria. With the exception of consumers within the meaning of the Austrian Consumer Protection Act (KSchG), the place of jurisdiction is the legally responsible court in the city where woom is based, which is currently Vienna. Another place of jurisdiction takes precedence where it applies to the consumer by law.

15.3. If a provision in these terms and conditions is found to be invalid, the validity of the remaining provisions will remain unaffected.

16. Provider and contractual partner

woom GmbH, FN 394311w

Muthgasse 109/A

1190 Vienna (Austria)

Phone: +43 1 358 58 03

Email: woom@woom.com

You can contact us by telephone between 9.00 a.m. and 3.00 p.m. CET on Monday to Thursday (the price of the call may vary depending on where you're calling from and your service provider).

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