

## LONDON RIDERS REWARD SCHEME

### TERMS AND CONDITIONS

Please read these terms and conditions (the "**Terms**") carefully.

These Terms will govern your participation in the 'London Riders' reward scheme (the "**London Riders Reward Scheme**") from the date you opt in to the London Riders Reward Scheme and throughout your participation in the scheme.

An initial benefit of the London Riders Reward Scheme will be the ability to participate in the Rider of the Week prize draws (each a "**Prize Draw**"). We plan to add other benefits over time and, when we do so, we will post an update to give details of these additional benefits and any additional terms and conditions which relate to them. You should return to the relevant pages within the Santander Cycles app, and review these Terms again, periodically, so that you are aware of any additional benefits or terms and conditions added from time to time.

These Terms also apply to each Prize Draw conducted through the London Riders Reward Scheme.

If there is a conflict in these Terms with any other terms whatsoever attached to any advertising material in respect of the London Riders Reward Scheme or the Prize Draws, these Terms will take precedence.

The promoter of the London Riders Reward Scheme and each Prize Draw is Transport Trading Limited, trading as Transport for London, whose registered office is at 5 Endeavour Square, London, United Kingdom, E20 1JN ("**we**"/"**our**"/"**us**").

If you have any queries about the London Riders Reward Scheme, then please contact the cycle hire contact centre ("**Contact Centre**"), using the following contact details:

**Tel:** 0343 222 6666 within the UK or +44 (0)343 222 6666 from a mobile telephone or outside the UK ([TfL call charges](#))

**Post:**

TfL Customer Services  
4th Floor  
14 Pier Walk  
London SE10 0ES

**Website:** [www.tfl.gov.uk/cycle-hire](http://www.tfl.gov.uk/cycle-hire)

## LONDON RIDERS REWARD SCHEME

### Membership

- 1 The London Riders Reward Scheme will begin on the later of:
  - (a) 21 July 2021; and
  - (b) the date on which the updated Santander Cycles app, incorporating the London Riders Reward Scheme (the "**App**"), becomes available in the relevant mobile app store,

(the "**Start Date**") and will continue until terminated in accordance with these Terms.

2 The London Riders Reward Scheme is available to individuals who are:

- (a) residents of mainland Great Britain;
- (b) aged 18 years or over; and
- (c) members of the London Cycle Hire Scheme operated by Transport for London and currently known as 'Santander Cycles' ("**Santander Cycles**");

who have:

- (d) downloaded the latest version of the App from the Apple Store or Google Play store and have created an account in the App; and
- (e) opted into the London Riders Reward Scheme (taken out a "**Membership**") through the App, by clicking on 'London Riders' in the App menu and then opting-in on the page provided for that purpose.

3 Please note that if you downloaded an earlier version of the App, prior to the Start Date, then 'London Riders' will not appear in the App menu and you will need to download the latest, updated version of the App after 21 July 2021 in order to be able to participate in the London Riders Reward Scheme and the Prize Draws.

4 Only individual consumers are eligible for Membership and each individual can only register for one (1) account/Membership.

5 We reserve the right to verify your eligibility to participate in the London Riders Reward Scheme. We may require such information as we consider reasonably necessary for this purpose.

6 You will need to have a compatible smartphone to download the App and participate in the London Riders Reward Scheme. Internet access, a Santander Cycles membership, an up to date App download and App account and a valid email address are required to participate in the London Riders Reward Scheme. You will need to maintain your Santander Cycles membership and your App account throughout your participation in the London Riders Reward Scheme.

7 The App is free to download. However, you will be responsible for any connection or data charges arising from your download, installation or use of the App.

8 You are responsible for the security of and activity conducted through your App account/Membership. Please keep your account details secure.

9 If you want to change any of the details you provided to us when you registered for your App account/Membership, then please update your details through the App or contact us through the [Contact Centre](#).

- 10 If at any time you wish to terminate your Membership and withdraw from the London Riders Reward Scheme, you can opt out through the page provided in the App. Alternatively, you can simply cease using your Membership and delete the App.

## **PRIZE DRAWS**

### **Opening and closing dates, eligibility**

- 11 Prize Draws through the London Riders Reward Scheme are weekly from the Start Date until the expiry of notice from us confirming our intention to bring an end to the weekly Prize Draws conducted through the London Riders Reward Scheme (the "**End Date**"). The first Prize Draw period will begin at 00:00:01 on the Start Date and close at 23:59:59 on the following Sunday. Each subsequent Prize Draw period will begin at 00:00:01 on Monday and close at 23:59:59 on Sunday (the "**Prize Draw Period**").

- 12 Each Prize Draw is open to individuals who, at the time of entry into the Prize Draw and at the time prizes are awarded, are:

- (a) residents of mainland Great Britain;
- (b) aged 18 years or over;
- (c) members of Santander Cycles; and

who:

- (d) have downloaded the latest version of the App from the Apple Store or Google Play store and registered and maintained an account; and
- (e) are currently opted into the London Riders Reward Scheme (opt in by clicking on 'London Riders' in the App menu and then opting-in on the page provided for that purpose);

Once you have opted in to Membership of the London Riders Reward Scheme, you are ready to start earning entries into the Prize Draw (you do not need to separately opt in to individual Prize Draws).

- 13 The Prize Draws are not open to anyone who is professionally connected with the administration of the Prize Draws or the London Riders Reward Scheme. Transport for London staff who are **not** involved in the administration of the Prize Draw are eligible to participate if they meet the other requirements for participation and are otherwise in compliance with these Terms.
- 14 We reserve the right to verify your eligibility before awarding any prize. We may require such information as we consider reasonably necessary for this purpose.
- 15 You will need to have a compatible smartphone to download the App and participate in a Prize Draw. Internet access, a Santander Cycles and London Riders Reward Scheme membership,

updated App download and App account and a valid email address are required to enter a Prize Draw.

### **Entry**

16 To enter a Prize Draw, you must either:

- (a) log into your Santander Cycles account on the App; and
- (b) hire a bike through Santander Cycles, using the App and your Santander Cycles membership, and complete the hire by returning the bike,

### ***OR***

- (c) have a Santander Cycles account on the App and have opted in the London Riders Reward Scheme: and
- (d) hire a bike through Santander Cycles, using your key fob and the Santander Cycles membership linked to your App account and complete the hire by returning the bike.

during the Prize Draw Period. A bike hire through the App or using a key fob, as set out above, is referred to as a "**Qualifying Hire**" in these Terms. Please note that if you hire a bike as a casual user using a payment card, then you will **not** receive an entry into the Prize Draw. **Only Qualifying Hires through the App or with a key fob provide an entry into the Prize Draw which is running at that time.**

17 Bike hires through Santander Cycles are subject to availability.

18 Please note that a bike hire must be a legitimate bike hire for the minimum amount of time required for it to register on our systems as a hire (currently a minimum of two (2) minutes), in order to be a Qualifying Hire. Undocking and redocking a bike immediately will not amount to a Qualifying Hire (and we reserve the right to disqualify any users whose activity appears designed to unfairly maximise entries into the Prize Draw, without involving one or more legitimate hires). Qualifying Hires can otherwise be of any duration but must be completed (i.e. the bike must be returned and correctly redocked).

19 You must have correctly opted into Membership of the London Riders Reward Scheme and made at least one Qualifying Hire during the Prize Draw Period to be eligible to participate in a Prize Draw. Hires outside the Prize Draw Period will not give rise to an entry into that Prize Draw.

20 Each Qualifying Hire will constitute one (1) entry into that week's Prize Draw. You can make as many Qualifying Hires as you wish during a Prize Draw Period and you will receive one (1) entry into that week's Prize Draw for each Qualifying Hire. Entries are automatic on making a Qualifying Hire once you have opted into the London Riders Reward Scheme.

21 From time to time, we may (but we are not obliged to) make available additional challenges through the London Riders Reward Scheme, which, if completed, will earn you additional

entries into that week's Prize Draw. The nature of these challenges – if available - and the number of additional entries which can be obtained will be promoted through the App.

- 22 You will not receive any message or acknowledgment confirming your entry into a Prize Draw. However, you will be able to view how many Qualifying Hires you have made in that week (and therefore how many entries you will have in that week's Prize Draw), through the London Riders pages of the App.
- 23 Although you may have more than one entry into each week's Prize Draw, you can only win a maximum of one prize. If more than one prize is available and your name happens to be drawn for a second or subsequent prize, then we will select an alternative winner of the second or subsequent prize in the same way as is set out in these Terms.
- 24 Entries generated by script, macro, mechanical or other automated means or through misuse or attempted misuse of the Santander Cycles scheme or the App are prohibited and will cause disqualification. Multiple entries made through agents, third parties, organised groups or any entry duplication method will not be accepted.
- 25 We reserve the right to refuse to award a prize or withdraw prize entitlement and/or refuse further participation in the Prize Draw and disqualify you where we believe there has been a breach of these Terms, the spirit of the promotion, any instructions forming part of the Prize Draws' entry requirements or otherwise where you have sought to gain unfair advantage in participating or won using fraudulent means. Our decision will be final in this regard.
- 26 Entries that are not submitted in accordance with these Terms; are incomplete, illegible or lost, delayed, damaged or rendered invalid in any way; or relate to bike hires which are incomplete, illegitimate or in breach of the terms and conditions governing the use of the Santander Cycles cycle hire scheme, will be disqualified.

#### Selection of Winners, Prizes

- 27 Each week, at least one (1) winner will be drawn at random from all valid and eligible entries received during the previous week's Prize Draw Period (the "**Winner**"). If there is more than one prize available in any Prize Draw, then we will notify you on the London Riders page of the App.
- 28 The Winners will each win one (1) prize (the "**Prize**") unless otherwise stated in the App. The number and nature of the Prizes for each week's Prize Draw, together with any additional Prize-specific terms and conditions will be detailed at <https://tfl.gov.uk/rider-prizes>
- 29 The Winners will be formally notified that they have won a Prize and receive details of the Prize they have won through the App and via email within seven (7) days from the date of the draw (a "**Winner Notification**"). We will not provide any notification to non-winners.
- 30 If requested to do so in the Winner Notification, the Winners must respond to this Winner Notification and provide any and all other information requested by us within seven (7) days in order to claim their Prize. If they do not do so, or are ineligible, then we reserve the right to forfeit the Prize and award it to a replacement winner selected in the same way as the original winner. The process will repeat until an eligible winner is able to claim the Prize. You are

encouraged to monitor the App and your email account (including spam folders) in case you are a winner.

- 31 The Prize will be provided by email (to the email address provided by the Winner) if possible (e.g. where the Prize is digital). Alternatively, a link will be provided giving details of how Winners can download or receive their Prize.
- 32 There is no cash alternative to any Prize. However, we reserve the right to substitute any prizes with a prize of equivalent or higher value in the event of circumstances outside of our control.
- 33 Prizes are non-transferable and non-refundable. Winners must not seek to sell any Prize or advertise any Prize for sale, including on any digital platform or social media platform.
- 34 The surname and county of the Winner and the Prizes won will (unless the Winner has objected) be made available on request to [LondonRiders@tfl.gov.uk](mailto:LondonRiders@tfl.gov.uk) following the end of the Prize Draw Period. Entrants can object to disclosure, or request that disclosure be limited in scope by contacting [LondonRiders@tfl.gov.uk](mailto:LondonRiders@tfl.gov.uk). Even if Winners have otherwise objected to disclosure, we may nevertheless disclose the information to the Advertising Standards Authority if required to do so.
- 35 If you wish to withdraw from the Prize Draw at any time, please use the opt-out option available within the App to opt out of the London Riders Reward Scheme. Please note that you will not be eligible to win any Prize if you have opted out of the London Riders Reward Scheme or if your Membership, App account or Santander Cycles membership has terminated or been suspended or disabled at the time Prizes are awarded.
- 36 Winners may be asked to take part in promotional activities.
- 37 Our decision is final and binding in all matters relating to the Prize Draws and no correspondence will be entered into.

## **GENERAL**

### *Termination of your Membership*

- 38 We reserve the right to limit or terminate your Membership and/or take any other action we consider appropriate if:
  - (a) we reasonably suspect that you are not eligible to participate in the London Riders Reward Scheme under these Terms;
  - (b) there is misconduct, fraudulent, unauthorised or inappropriate use of your account; or
  - (c) you have provided us with false or misleading information or you have otherwise not complied with these Terms.

- 39 You may terminate your Membership by opting out of the London Riders Reward Scheme through the App.

*Our liability to you*

- 40 We are under a legal duty to provide a London Riders Reward Scheme that conforms with the description on the App and in these Terms. We will provide the London Riders Reward Scheme with reasonable skill and care.

- 41 **Availability:** We aim to ensure that the App and the London Riders Reward Scheme are available but, of course, due to the nature of mobile and online services, we cannot guarantee this at any time.

- 42 **We are responsible for foreseeable loss or damage caused by us.** If we fail to comply with our obligations to you under these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into a contract on the basis of these Terms.

- 43 **We are not liable for business losses.** You agree not to use the London Riders Reward Scheme or any features on the App, for any commercial, business or re-sale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption or loss of business opportunity.

- 44 **We are not liable for matters outside of our control.** Except to the extent that liability cannot be excluded or limited as a matter of law, we accept no responsibility or liability for (a) accounts which are created using incorrect or inaccurate information; (b) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications, line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, computers or providers used in any aspect of the operation of the London Riders Reward Scheme; (c) inaccessibility or unavailability of the App, any network or wireless service, the Internet and/or any website or application; (d) any injury or damage to any person's computer(s) or mobile device(s) which may be related to or result from any attempt to participate in the London Riders Reward Scheme or to download the App or any other materials in connection with the London Riders Reward Scheme; (e) late, lost or delayed entries or network, computer hardware or software failures of any kind that may delay or restrict your entry into any Prize Draw; or (e) any matter outside of our reasonable control.

- 45 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. We therefore do not in any way exclude or limit our liability under or in connection with any contract with you based on these Terms for:

- (a) death or personal injury caused by our negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) any matter for which it would be illegal for us to exclude or attempt to exclude our liability.

## General

- 46     **Variation and termination:** we reserve the right to vary or cancel the London Riders Reward Scheme and/or to amend, vary or alter these Terms, to the extent we consider it necessary to do so. Any amendments to the Terms will be effective upon the posting of the revised Terms to the App and you will be deemed to have accepted those revised Terms if you continue to use the App and/or to participate in the London Riders Reward Scheme. Please check the App on a regular basis.
- 47     **Assignment:** We may transfer the benefit of the agreement with you under these Terms to any other company in the same group of companies. This will not affect your rights. You may not transfer your Membership or your rights to any third parties under these Terms without our agreement in writing.
- 48     **Which laws apply and where you and we may bring proceedings:** The London Riders Reward Scheme and these Terms (including any non-contractual disputes or claims arising out of them) are subject to English law. Any disputes must be referred to the English courts (save that consumers in Scotland may additionally bring an action in their home courts).
- 49     **If a court finds part of these Terms illegal, the rest will continue in force.** Each of the sections of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining sections will remain in full force and effect.
- 50     **Waiver.** If you breach these Terms and we choose to ignore your breach, or if we delay in taking steps against you, we will still be entitled to use our rights and remedies at a later date or in any other situation where you breach the Terms again.
- 51     **Reliance on these Terms.** We intend to rely on these written Terms and any document expressly referred to in them. We and you will be legally bound by these Terms.
- 52     **Getting advice about your consumer rights.** As a consumer, you have legal rights in relation to services that are not provided with reasonable skill and care or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.
- 53     **Personal Information.** We, our subsidiaries and service providers, will use your personal information for the purposes of administering the London Riders Reward Scheme,(including administering prize draws, other incentives or promotions that may be offered from time to time), informing you if you have won a Prize Draw and if so, issuing your Prize. Your personal information will be processed in accordance with the [Santander Cycles Privacy Notice](#) and will be properly safeguarded and processed in accordance with the requirements of privacy and data protection legislation.