

# Terms & Conditions for the zooplus Savings Plan



The zooplus Savings Plan ("Savings Plan") is subject to the following Terms and Conditions which are applicable to the customer and zooplus AG (zooplus) in the version valid at the time of contract conclusion.

## 1. Participation

The Savings Plan offer is available to selected customers of legal capacity, who are registered with the online shop [www.zooplus.ie](http://www.zooplus.ie) ("Online Store") with a Republic of Ireland delivery address. When registering the customer is responsible for the accuracy of all personal data. The customer is obliged to treat all personal access information as confidential and must not give access to unauthorised third parties. The selection process for customers suitable for the Savings Plan shall be solely determined by zooplus.

## 2. Contract conclusion

The Savings Plan options offered to selected customers in the "Order Preview" is not binding. It only becomes binding once the customer has selected a Savings Plan and clicked the "Place Order and Pay" button to complete the purchase. The customer is then sent an automated email confirmation that their order, including the Savings Plan, has been received. This automated confirmation (Order Confirmation) does not constitute acceptance of the offer.

The Savings Plan contract with zooplus is only concluded when zooplus confirms activation of the Savings Plan in a second email (Savings Plan Confirmation). When the pre-payment option is selected the contract is concluded as soon as zooplus sends the payment information. This payment information is sent to the customer within 24 hours of receiving the order.

## 3. Savings Plan

### 3.1 General

The Savings Plan is a discount programme which can only be purchased in conjunction with the purchase of other goods. The Savings Plan enables the customer to take advantage of a specified percentage discount on orders placed with zooplus within a specified period of time.

The Savings Plan is exclusively for individual (non-commercial) customers and only for their personal use. The customer can only purchase goods up to a value of EUR 3000.00 per year (excluding delivery costs and before deduction of any discounts). The selected Savings Plan cannot be used for commercial purposes and is only valid for the zooplus customer account with which it was purchased with. It cannot be transferred to a different customer account. Furthermore, subject to change, the Savings Plan can only be used for delivery to the Republic of Ireland.

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### 3.2 Discount and discount exclusions

Based on the Savings Plan selected, the relevant discount is automatically applied to the customer's online order, before delivery costs are added. Unless otherwise stated, the Savings Plan cannot be combined with other discount groups (e.g. breeder, charity etc.). There is no cash payout of the monies saved by using the Savings Plan.

Temporary promotions as well as items explicitly marked as non-discountable are excluded from Savings Plan discounts. zooplus reserves the right to exclude items from the discount without giving reasons.

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### 3.3 Duration of Savings Plan

The duration depends on the Savings Plan selected and terminates automatically on the expiry date. An extension of the Savings Plan is only possible if the customer receives an offer from zooplus prior to the expiry date. There is no automatic entitlement.

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### 3.4 Prices and Delivery Costs

The prices advertised at the time of purchase are valid. Prices are inclusive of VAT.  
There are no delivery costs for the Savings Plan.

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### 3.5 Payment, payment date & default

Payment for the purchase of the Savings Plan should be made using the same **payment method** as for the entire order. zooplus reserves the right in individual cases to accept only certain types of payment. When paying by debit/credit card, your card will be charged within one week of dispatch of the Savings Plan.

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### 3.6 Information about your Savings Plan

You can check the current status of your Savings Plan at any time in "my zooplus".  
zooplus will send regular updates on the status of your Savings Plan to the email address you used when you ordered the Savings Plan.

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## 4. Right of withdrawal

Customers who are consumers have 14 days to withdraw from this contract. Consumers are defined as any individual who enters into a legal transaction for a purpose attributed neither to a commercial nor to a self-employed occupational/professional activity. The following rules apply to the right of withdrawal and to the exclusion thereof. Customers should contact the zooplus customer service team with any further queries relating to this.

#### Withdrawal

You can revoke your contract in writing (e.g. letter, email) within 14 days without stating any reasons. The term of revocation commences upon receipt of this notification in written form, but not prior to contract conclusion and not prior to fulfilment of our duty to inform pursuant to Article 246b § 2 paragraph 1 in conjunction with § 1 paragraph 1 point 7 to 12, 15 and 19 and Article 248 § 13 paragraph 1 BGB. Timely dispatch of the cancellation is sufficient condition for meeting the revocation deadline

The notification of cancellation should be sent to:

zooplus AG  
Customer Services  
Sonnenstrasse 15  
80331 Munich  
Germany

#### Effects of withdrawal

If you withdraw from this contract, the received benefits for both parties are to be returned. You are obliged to repay any benefits received up to notification of cancellation if this was pointed out to you and you expressly agreed to this prior to returning your contract. If you are obliged to pay compensation this can mean that you must pay any contractual payments up to the point of withdrawal. Your right of withdrawal expires earlier if the contract is completely fulfilled by both parties at your explicit request before you have exercised your right of withdrawal.

Reimbursement must be fulfilled within 30 days. For the customer the time limit begins when notification of withdrawal is dispatched, for zooplus it begins once the notification of withdrawal is received.

## 5. Privacy Policy

zooplus takes its customers' data protection very seriously. You can view our Data Protection policy [here](#).

## 6. Termination of Savings Plan

a. The Savings Plan can be terminated by the customer at any time with immediate effect and without giving a reason. The cancellation can be made via email to [service@zooplus.ie](mailto:service@zooplus.ie) or by post. There will be no reimbursement of the amount paid for the Savings Plan.

b. zooplus is entitled to terminate the Savings Plan without notice if there is an important reason. Legitimate reasons for termination of the Savings Plan are, in particular, if the customer

Violates the terms and conditions or other contractual conditions.

Gives incomplete or incorrect information.

The termination shall be effected in electronic form (email). With notice of termination zooplus is permitted to deactivate the customer's Savings Plan.

## 7. Amendment of Terms & Conditions

zooplus is entitled to suspend the Savings Plan or amend or supplement the Terms & Conditions unilaterally where necessary to remove violations of the principle of equivalence occurred retrospectively or to adapt to changing legal or technical conditions, and the customer is not disadvantaged, contrary to good faith.

zooplus will inform you of any amendments via email. The amendment shall become an integral part of the contract unless you object in writing within two weeks of receipt of the notice of amendment.

## 8. Web Shop Operator

zooplus AG  
Sonnenstrasse 15  
80331 Munich  
Germany

Represented by:  
Dr. Cornelius Patt  
Andreas Maueröder  
Dr. Mischa Ritter

Headquarters: Munich  
Amtsgericht Munich, HRB 125080  
VAT registration number. DE 200 164 421

## 9. Customer Care:

Tel.: +44 1234 430366 (Mon-Fri from 8am to 5pm, Sat from 8am to 2pm)

You can find the contact form [here](#)

## 10. Final Provisions

Should any provision of these Terms and Conditions be or become invalid or unenforceable, the validity or enforceability of the other provisions of these Terms and Conditions shall not be affected thereby. German law applies by way of exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG). The choice of law applies only insofar as the granted protection is not withdrawn by mandatory provisions of law of the country where the consumer at the time of his appointment has his habitual residence.