



## Terms of use of the website and the Healthy Membership program

### 1. Principles

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Delhaize introduced the Nutri-Score system in its stores and on its website in September 2018 (for more information on the Nutri-Score system: [www.delhaize.be/nutriscore](http://www.delhaize.be/nutriscore)).

The Nutri-Score is a trademark developed and registered by the French government, and it has received the support of the Belgian government (see <https://www.health.belgium.be/en/node/35260>).

With the Healthy Membership program, participants who are properly registered on the website “[www.ucoin.be/hmc/name of Participating Company](http://www.ucoin.be/hmc/name%20of%20Participating%20Company)”, which is dedicated to the Participating Company for the implementation of this Program (hereinafter referred to as “**the Healthy Membership Program Website**”) will be able to receive discounts for their purchases at Delhaize on products that have received a Nutri-Score A or B, under the conditions described below.

### 2. Identity of the person in charge of the website and Program and contact information

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The Healthy Membership Program Website and the Healthy Membership Program are offered by Delhaize, with the identifying information being:

DELHAIZE LE LION / DELHAIZE De Leeuw (Company limited by shares).  
Brusselsesteenweg 347  
1730 Asse  
CBE 0402.206.045  
Bank account (IBAN): BE27 2100 0000 2173

Tel.: 02/412.22.11 (between 9 a.m. and 5 p.m.)  
Fax: 02/412.21.94  
E-mail: [info@delhaize.be](mailto:info@delhaize.be)

For questions or complaints, the user may contact the customer care department of Delhaize:

- By phone: 0800/95.713
- By using the online form: <https://www.delhaize.be/nl-be/onlineForm>
- By chat: <https://help.delhaize.be>

Delhaize will do its best to respond as quickly as possible, if possible within 72 hours after receipt of the complaint, and to provide constructive solutions to the extent possible.

However, Delhaize is not responsible and cannot make decisions for the independent stores operated under a franchise contract. In that case, if necessary, Delhaize will put the customer in contact with the operator of the Store concerned.



Delhaize is also a member of the association “Ombudsman for Retail” with its headquarters at Avenue Edmond Van Nieuwenhuysse 8, 1160 Brussels, [info@ombudscom.be](mailto:info@ombudscom.be). If a dispute is not resolved by Delhaize’s customer care service, this independent mediation service may intervene. For more details, see <https://www.ombudsmanforretail.be/en>.

### **3. Prerequisites for registration and participation in the Program**

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To validly participate in the Healthy Membership Program, Participants must meet the following conditions:

1. To be a natural, adult person acting in a private capacity;
  - To be validly registered as a member of the SuperPlus Club (Delhaize’s loyalty program) (see point 4 for more details on this point) and have profile 2 (Personal Package) or profile 3 (Unique Package) under the SuperPlus Club;
2. To personally have acquired the right to participate in the Healthy Membership Program from a company participating in the Healthy Membership Program pursuant to an agreement with Delhaize (hereinafter “Participating Company”);
3. To have properly registered through the ad hoc form on the Healthy Membership Program Website (Registration Platform: [www.ucoin.be/hmc/name of the Participating Company](http://www.ucoin.be/hmc/name of the Participating Company)) by filling in all mandatory information requested on the form. This registration must be completed no later than the registration deadlines listed on the form on the Healthy Membership Program Website.

Participants must enter their information correctly.

When registering on the Healthy Membership Program Website, Participants are required to provide the same e-mail address they used to register for SuperPlus as their contact e-mail address.

By registering, you agree to the full application of these terms and conditions and you acknowledge that you have read the terms and conditions governing the use of your personal information in this Program [see [Privacy Statement](#)].

4. To have legally received from the Participating Company the unique access code allowing individual registration for the Healthy Membership Program through the Healthy Membership Program Website.

Each Participant is responsible for the safekeeping of the access code from the moment of receipt thereof. He/she undertakes not to distribute this code and takes the necessary reasonable measures to prevent the access code from falling into the hands of third parties. In case of theft or loss, the Participant shall immediately inform the Participating Company so that the latter can contact Delhaize or Conversie and provide them with the necessary information to block the access code concerned. In this case, Delhaize is not obliged to



provide a new access code. Nor is Delhaize obligated to provide compensation in this situation.

The contact information provided by the Participant upon registration must remain the same throughout his/her participation in the Healthy Membership Program. If this information should change, Delhaize cannot guarantee continued participation in the Healthy Membership Program for the Participant concerned. In such a situation, the Advantages of this Healthy Membership Program may be permanently and irrevocably lost for the future, without Delhaize being liable for any compensation or refund.

Registration for this Healthy Membership Program through the Healthy Membership Program Website is personal and will be valid for the entire duration of the Advantages to be enjoyed by the Participant under this Healthy Membership Program, as agreed between the Participating Company and Delhaize, without prejudice to Delhaize's right to terminate the Healthy Membership Program early and at any time through a simple announcement on the Healthy Membership Program Website and/or through direct communication to the Participant by using the contact information.

Delhaize may terminate the registration of a Participant at any time and with immediate effect, without any justification, simply by sending a message to the contact information of the Participant concerned. The Participant may also terminate his/her participation in the Healthy Membership Program with immediate effect by sending a message using the contact information provided by Delhaize in these terms and conditions, without any justification.

Delhaize may terminate registration at any time, effective immediately and without notice, in the event of abuse or indications of abuse of the Healthy Membership Program or the SuperPlus Program by a Participant.

If the Participant no longer has a Profile 2 (Personal) or Profile 3 (Unique) in the SuperPlus Club or no longer meets the conditions to benefit from these profiles or from the SuperPlus Club, the Participant automatically loses the Advantages under this Healthy Membership Program, without Delhaize being liable for any compensation or refund.

#### **4. Operation and conditions of the Healthy Membership Program**

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**4.1. Conditions** - To qualify for the Healthy Membership Program, the Participant must have an online SuperPlus account and thus be a member of Delhaize's SuperPlus Club (Delhaize's loyalty system). To do so, he/she registers for the SuperPlus Club on the website [www.delhaize.be](http://www.delhaize.be), on the My Delhaize app or in the kiosk available at some Delhaize stores by creating an online account (if this has not been the case already).

This implies that the Participant must have correctly validated/confirmed his/her email address and/or phone number within the deadline to remain registered for the SuperPlus Program and enjoy all the rights offered to profile 2 or 3 under the SuperPlus loyalty program.



As mentioned above, cessation of the use of Profile 2 or 3 in the SuperPlus program automatically means losing the benefits of the Healthy Membership Program. For terms and conditions applicable to the SuperPlus Club: <https://www.delhaize.be/nl-be/termsandconditions>.

If the Participant cancels his/her online SuperPlus account or is excluded from the SuperPlus Club by Delhaize, the participation of the Participant in the Healthy Membership Program will automatically be terminated. If Delhaize changes its SuperPlus loyalty program during the Healthy Membership Program, Delhaize may simultaneously change or terminate the Healthy Membership Program without Delhaize owing the Participant any compensation or refund.

If the Participant registers for the Healthy Membership Program with the current employer but still uses the Healthy Membership Program of another employer, registration for the second program will start only as soon as the first Healthy Membership Program has ended, and the Healthy Membership Program will end only on the end date of the second program (the date agreed upon between the company and the Participant).

4.2. Operation- Description of the Advantages of the Healthy Membership Program - For purchases of products included in the Healthy Membership Program in stores exploited by one of Delhaize's banners in Belgium, the Participant receives a 20% discount on the purchase price of the products concerned ("**the Advantage**"), except for products benefiting from another discount or promotion. This discount of **20%** can be capped if necessary or simply excluded if it would result in a sale at loss to Delhaize or its affiliated stores.

The Advantage will be active on the online Account of the Participant from the first day of the month following the valid and complete registration on the Healthy Membership Program Website and provided that he or she is effectively registered for the SuperPlus loyalty program with a profile 2 or 3.

The products eligible for availing the Advantage are only the following products (exhaustive list) (referred to as "**the Products with a Nutri-Score A & B**"):

- The products sold by Delhaize under any of Delhaize's brands, with a Nutri-Score A or B on the packaging, the Delhaize app or Delhaize website;
- the products sold in stores exploited by any of Delhaize's banners, irrespective of brand, with a Nutri-Score label A or B on the shelves, on the Delhaize website or on the app developed by Delhaize to consult the Nutri-Score.

Notwithstanding the foregoing, the discount is only applied to food products with a Nutri-Score A or B as registered in the Delhaize systems, with the exception of products sold in promotion or at a discount (this includes products in quick sale, products for which discount coupons are offered, products for which another discount applies based on the Nutri-Score, products offered in promotion when buying multiple items (e.g., buy 2, get 1 for free) and other accompanying offers, etc.). A product for which Delhaize does not have a validly registered Nutri-Score in its systems cannot generate an advantage (e.g., products for which suppliers have refused to transmit the necessary information to calculate the Nutri-Score or "local" products sold by a Branch...).

The Healthy Membership Program Advantage does not apply to purchases delivered through the Delhaize Delivery system.



The Healthy Membership Program Advantage is limited to a maximum amount of **€30 per month** per validly registered online SuperPlus Account and per Member associated with this SuperPlus Account. If multiple Participants (**Joint Account**) are connected to the same online SuperPlus Account, the monthly limit of €30 per Participant can be accumulated. If the maximum amount (cap) is not fully spent in the month in which it is granted, the remaining balance will be reset to zero (and therefore, not carried over to the next month).

In combination with the Delhaize loyalty program, the Nutri-boost discount, the Participant can enjoy a total discount of maximum **€60 per month** per validly registered online SuperPlus Account if he or she complies with the conditions mentioned above. If there are two participants, this ceiling is increased to **€ 90 per month** just by the cumulation applicable to the Healthy Membership Program Advantage.

The Advantage is calculated immediately at the checkout and can only be obtained upon presentation of the SuperPlus card (physical or digital) by the Participant or a member of his/her household using the same joint account at the checkout. Delhaize reserves the right to request proof of the identity of the person presenting the SuperPlus Card to grant the discount.

The Advantage can be obtained only insofar as it involves purchases of a normal shopping basket for a household of up to 6 people, excluding purchases for resale or professional activities. Delhaize reserves the right to reduce the amount of the Advantage when the SuperPlus Card is used for purchases of which Delhaize reasonably believes that they exceed those of a household of 6 people.

Delhaize reserves the right to deny the Advantage in case of misuse of the Healthy Membership Program.

4.3. Validity of the Advantage of the Healthy Membership Program - the duration of the Advantage granted to the Participant by the Participating Company depends on the agreements between the Participating Company and Delhaize. In any case, the duration of the Advantage will end on the day agreed upon between the Participating Company and Delhaize. You can find this date in the communication you receive for the Healthy Membership Program. The Advantage may also be terminated or cancelled early without notice as a result of agreements between the Participating Company and Delhaize (for example, if the Participating Company terminates or renounces the contract because of an unfavorable tax ruling; or if the Participating Company fails to meet its obligations to Delhaize). Delhaize shall not be liable for any compensation or refund to the Participant in such cases.

4.4. Responsibility - Delhaize shall make reasonable efforts to ensure that its systems (especially its checkout systems) can calculate the Advantage correctly. However, Delhaize cannot guarantee the perfect calculation of these discounts. If necessary, Delhaize may refuse to grant the discount retroactively if it has not been correctly calculated by the systems (for example, if the Advantage requires too many calculations or is disproportionate to the Advantage to the Participant). Nor can Delhaize be held liable for problems arising from the systems of the Branches it does not operate (affiliated stores).



## 5. Privacy - GDPR (General Data Protection Regulation)

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In its relationships with its customers and Healthy Membership Program Participants, Delhaize complies with the obligations of the General Data Protection Regulation (GDPR) and all applicable privacy and personal data protection regulations.

We process your data to manage the Healthy Membership Program Website and the Healthy Membership Program of Delhaize, as well as for statistical analysis and reporting (based on aggregated and non-personal data). As a Participant, you will automatically receive updates on your status in the Healthy Membership Program - via e-mail, the SuperPlus website or the Delhaize app - and you can participate in one-time actions (such as surveys) related to the Nutri-Score or the Healthy Membership Program.

For more information on this topic, as well as information on the use of (computer) cookies, see the [Privacy Statement](#) and the [cookie policy](#).

## 6. Use of the Healthy Membership Program Website linked to the Healthy Membership Program

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The Healthy Membership Program Website is provided by Delhaize to the Participants, free of charge and at its own discretion. Delhaize may modify, suspend, or even revoke access to the Healthy Membership Program Website at any time and at its sole discretion.

Participants shall, at their own expense, ensure that they meet the technical requirements of the Healthy Membership Program Website so that it can be used appropriately. In case of incompatibility between the IT systems (hardware or software environment) of the Participant and the Healthy Membership Program Website, Delhaize may refuse registration for the Healthy Membership Program, without Delhaize being liable for any compensation to the Participant.

The Healthy Membership Program Website and its features may be temporarily unavailable due to technical issues. Delhaize renounces all responsibility in case of unavailability of the Healthy Membership Program Website or in the event of programming errors or problems with the hardware systems hosting the Website.

Delhaize is not responsible and assumes no responsibility for the accuracy, completeness and timeliness of the content, data and/or other information provided at any time through the Healthy Membership Program Website (hereinafter referred to as “**Information**”). The information provided is for informational purposes only and is subject to errors or interpretation. Delhaize reserves the right to change the Information at any time, without obligation to review or update the Information on the Healthy Membership Program Website.

The Healthy Membership Program Website may contain links to external websites of which the content is beyond the control of Delhaize. Delhaize has no control over the content or updates. Delhaize is not responsible for the content of these third-party sites.



## 7. Miscellaneous provisions

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Delhaize reserves the right to modify these Terms of Use at any time. The changes are effective immediately. Participants will be notified by e-mail or through the Healthy Membership Program Website of any substantial change in these terms and conditions. If they do not accept the new terms, they must notify Delhaize within 48 hours and then they may be excluded from the Healthy Membership Program, without prejudice to use of data collected by Delhaize in the past and without Delhaize being liable to the Participants for any compensation.

If any of the clauses of these general Terms of Use should prove to be void, invalid, non-binding or illegal, the other clauses will continue to apply. The deleted clause would be replaced with another valid clause as close as possible to the meaning and scope of the deleted clause.

Delhaize's failure to request the application of any clause of these General Terms of Use cannot be considered a waiver of the application of this clause.

The Healthy Membership Program, the Healthy Membership Program Website and these Terms of Use are governed by Belgian law. All disputes in this regard shall fall under the exclusive jurisdiction of the courts and tribunals of Brussels.