

GoodWe PLUS+ Terms and Conditions of participation

The customer/installer loyalty programme GoodWe PLUS+ rewards the loyalty of its members. GoodWe PLUS+ offers members the opportunity of earning awards, which are to be published in the GoodWe communication channels (e.g. website, social media, personal inbox, catalogue, newsletter or account statement) and in accordance with these Terms and Conditions.

The operator and publisher of GoodWe PLUS+ is GoodWe Europe GmbH (“GoodWe”, also herein referred as “operator”). The operator reserves the right to engage selected joint operators of the programme in certain countries. If and as applicable, a complete list of joint operators will be published under <https://emea.goodwe.com/goodwe-plus-customer-program>.

A number of conditions apply to rescue the earnings and the general operation of GoodWe PLUS+, which are here summarised. Special regulations can also be found in additional programme documents and in the customary GoodWe communication.

1 Membership

1.1 Entities eligible for membership

Those entities eligible for membership are limited to installers who purchased GoodWe products from an official distributor of GoodWe Europe GmbH, in which GoodWe PLUS+ is offered.

The place of residence is deemed to be the actual primary residence of the entity. Details of the entity must be submitted accurately and truthfully and upon request proof must be provided to one of the operators.

There is no legal entitlement to membership of GoodWe PLUS+. The operator may refuse admission to participate in GoodWe PLUS+ without providing any reasons.

1.2 Start of membership

Membership starts when: a) an organizational account is opened at GoodWe’s SEMS Portal; b) the entity successfully passes all the required GoodWe PLUS+ trainings; and c) GoodWe upgrades the SEMS Portal account to GoodWe PLUS+. If the applicant is already a member of GoodWe PLUS+, a new application to open another account is invalid, i.e., only one account per entity can be opened and held. To notify the new member of the successful upgrade of the account the member will receive an email notification.

1.3 Personal identification number (PIN)

The member must take care to prevent misuse by ensuring that no unauthorised third party has access to the PIN. In cases of suspected misuse of the PIN, the GoodWe Service Team must be notified immediately using one of the numbers given in the GoodWe communication channels (such as, for example, at www.goodwe.com). The operator and/or a joint operator are/is only liable for loss or damage incurred up until the time of receipt of the notification as a result of a culpable failure to notify or delayed notification within the scope stated in paragraph 4.1 of these Terms and Conditions of participation.

1.4 GoodWe Member's Status

GoodWe shall identify the GoodWe PLUS+ member's status (Silver or Gold Member). The respective status is generally governed by the number of points earned within a specified period. After the specified period has elapsed, the counting of points starts again. GoodWe reserves the right to remove the status if not enough points have been collected for a period of time determined by GoodWe, at its discretion. Depending on the promotion, different requirements may apply in order to obtain a status (such as the kind of product, which has been installed or purchased, in a specified period). Different benefits are associated with each status. More information on the qualification criteria, the time duration of a status and its associated benefits are set out in the GoodWe communication channels. Benefits associated with a status can also be offered by the partner companies, if/as applicable. The nature, extent and duration of these benefits are published in the GoodWe communication channels and can be viewed there.

2 Membership Points

2.1 General

The basis of the calculation for the GoodWe PLUS+ programme is the number of points credited to the member's account. Points can be used only for the purposes expressly specified in the Terms and conditions of participation, additional programme documents or the GoodWe communication channels.

2.1.1 Types of Points

The points which a member can earn in GoodWe PLUS+ are based on the number of products, installations, services or recommendations put online. Awards can be obtained in GoodWe PLUS+ with award points. The number of total points determines the status type within GoodWe PLUS+. Some points could be counted by calendar year and collected as part of a status, entitling the member to obtain additional benefits. Other types of points will be published where appropriate in the GoodWe communication channels. "Points" as defined in these Terms and conditions of participation are all types of GoodWe PLUS+ points, unless specifically stated otherwise below.

2.1.2 Other customer loyalty programmes

Bonus, discounts, kickbacks or other accounting units from other programmes (including, but not limited to distributor programmes) cannot be converted into Points unless the operators have reached an agreement with the respective operator of the other programme and have announced this through the GoodWe communication channels accordingly. The same applies to the conversion of Points into bonus, discounts, kickbacks or other accounting units from other programmes.

2.1.3 Transferability of Points

Points and accounts are not transferable to third parties. The sale, exchange, offering for auction or any other transfer of Points to a third party is prohibited. Negotiating for the purchase or sale of Points, the purchase of Points from members or a third party, and the unauthorised use of Points are also prohibited. Any provisions to the contrary will be explicitly published in the GoodWe communication channels.

2.2 Account balance

Members can check the current balance in their member account via their online account by entering their SEMS Portal credentials and PIN. In addition, members who actively use GoodWe PLUS+ to a specified extent will receive regular information about their current account balance, providing the member has registered to receive newsletters and/or notifications. The sending of this information may be discontinued should GoodWe generally provide access to the account overview exclusively in the online account. Duplicate or replacement account statements cannot be provided.

2.3 Earning Points

2.3.1 General conditions of earning points

It is possible to earn points as soon as membership commences. Points can only be credited to the member's account for inverters put online. When using the services of the GoodWe PLUS+ partner companies, the GoodWe PLUS+ beneficiary must be a GoodWe PLUS+ member so that the points can be credited. According to the procedure in paragraph 2.3.4, Points can be credited for service qualifying for the earning of Points which takes place after the conditions laid down by section 1.2 have been successfully completed (e.g. Organizational Account, GoodWe PLUS+ training(s) and the account upgrade). Members can also earn Points for services provided by certain GoodWe partner companies.

2.3.2 Other options for earning points

Other short or long-term options for earning points and their terms and conditions will be notified separately in GoodWe communication channels or by the respective partner companies.

2.3.3 Credits exclusions

Any credit is to be excluded for unused, reimbursed, lapsed or unlawfully obtained Points.

2.3.4 Crediting procedure

Points will be directly credited to the member's account upon the online connection of the product(s) which qualifies for earning of Points within the SEMS Portal. The number of points for each specific product is available within the GoodWe communication channels and GoodWe reserves the right to rearrange the point system without notice and rationale.

If a credit is made despite there being a reason for an exclusion under paragraph 2.3.3 or a credit has been wrongly issued for other reasons or there has been a misuse by the member, the operators reserve the right to transfer back or withhold the relevant credit.

2.4 Redeeming points

2.4.1 General provisions for redeeming points

Members may redeem their points for awards as soon as their account has a sufficient balance. This is subject to the availability of the award in accordance with paragraph 2.4.4. Award offers and the number of points required in each case will be published in the current GoodWe communication channels. Some of the points cannot be redeemed for awards. Points cannot be converted into cash to be paid out to the member.

2.4.2 Other awards

If applicable, the terms and conditions of other possible use of points will be published separately in the current GoodWe communication channels.

2.4.3 Award requests

Awards may be requested by the member from an operator, a joint operator or a partner company depending on the respective award, quoting the GoodWe PLUS+ membership credentials and PIN.

2.4.4 Availability and special conditions for awards

The availability of awards may vary according to the date, season and destination. Individual awards may not be available at certain times. Awards cannot be combined with other discounted services.

The operator has no influence on the availability and quality of awards provided by partner companies. Neither the operator nor the joint operator of the programme is, therefore, responsible for the availability of the services of other companies and the appropriate fulfilment of these contracts. Such services are governed by the General Terms & Conditions of the respective partner company.

2.4.5 Improper use

A member is acting abusively within the meaning of these Terms and Conditions of participation if by their actions they fulfil the conditions within paragraph 2.1.3.

In the case of an improper use for which the member is accountable, the operator reserves the right to terminate the account or refuse to issue an award or refuse to accept the redemption of an award. The right to terminate in accordance with paragraph 3 and the right to assert further claims against the member, including claims for damages, remain unaffected. If the improper use relates to a discount as an award, the operator also reserves the right to recalculate the actual cost in euros and charge this to the member who has infringed this paragraph.

In the case where awards are gained by misrepresentation by the member, having earned award by improper use, the operator reserves the right to demand compensation for damages instead of recalling the number of points required for the award if the account balance is insufficient for the recall of the entire amount of improperly acquired award and/or points. The operator also reserves this right if the account has a negative balance or in other cases of improper use or behaviour by the member contrary to the rules. The member retains the right to prove that no or lesser damage has occurred in all cases.

2.5 Expiration of points

If the points are not used for an award in the account within 12 months of the event generating the points, they will expire, unless a longer deadline is announced through the GoodWe communication channels. The date and amount of the expired points will be indicated separately in the account information or in the member's individual online account before the expiry date concerned.

3 Breach of Terms and Conditions of participation, account blocking and termination of the agreement

3.1 Termination, blocking and exclusion from programme membership

3.1.1 Ordinary cancellation

The member and the operator may duly terminate the contractual relationship in writing at any time without observing a notice period.

3.1.2 Extraordinary termination

Regardless of a member's status, an extraordinary termination without notice, as well as exclusion from programme membership, can be made by the operators and with future effect. An important cause is present in particular in the event of a serious, culpable violation by the member of the Terms and Conditions of participation or against any other GoodWe rules agreed for the member.

The same applies in the event of improper use in accordance with paragraph 2.4.5 as well as fundamental misrepresentation, harassment or harmful conduct towards employees or customers of an operator, a joint operator or partner companies. The same applies if instructions from GoodWe representatives are not followed.

3.1.3 Blocking and exclusion from programme membership

In the case of Paragraph 3.1.2 the operator may instead of exercising the right to terminate, decline the granting of a certain status or unilaterally announce the end of an existing status without giving notice.

In addition, the operator has the right to block the member's account in the cases described in paragraph 3.1.2. The power to block the member's account also exists in the event of an objective suspicion of the existence of important grounds, and for a period required to properly investigate the circumstances of the case. The member can make no claim against a justified blocking of the account due to one of the rules above.

Renewed membership of GoodWe PLUS+ is prohibited following a termination by the operator. These Terms and Conditions of participation continue to apply to the settling of the relationship following termination.

3.2 Points validity at termination

3.2.1 Ordinary termination

In the case of ordinary termination by the member or the operator, the award shall retain their validity for a period of twelve months after receipt of termination, as long as the Points are not protected against expiry for longer due to an existing status, or earlier expiry occurs in accordance with Paragraph 2.5.

3.2.2 In the event of extraordinary termination

In the event of justified extraordinary termination without notice by the operator, the award miles continue to be valid for a period of six months after receipt of the termination unless an earlier expiry occurs in accordance with paragraph 2.5.

3.3 Programme termination

The operator reserves the right to discontinue GoodWe PLUS+ at any time and to terminate the membership agreements in an orderly manner. Paragraphs 3.1 and 3.2 apply to such terminations accordingly. The same applies where GoodWe PLUS+ is replaced by a different programme. In this case, the member also has the right to terminate in accordance with paragraph 3.1. The same applies if the operator of GoodWe PLUS+ is to change. Paragraph 3.2 applies in both cases.

4 Other

4.1 Liability

The following applies to loss or damage incurred by members in connection with their membership which is caused by an operator, a joint operator or their respective agents: Liability is unlimited in the case of wilful intent or gross negligence and where a guarantee exists. Liability in the event of injury to life, body or health is also unlimited in cases of minor negligence. In the event of a minor negligent breach of essential contractual duties, liability is limited to the property damage and financial loss attributable to this to the extent of the foreseeable loss or damage as it typically occurs. A fundamental contractual obligation is the obligation which must be met for the correct execution of the agreement where compliance can be relied upon by the member as a rule. Any further liability for compensation is excluded, other than for claims under the German Product Liability Act.

4.2 Data protection

The personal details relating to the member's membership will only be collected, processed and used for the operation of GoodWe PLUS+. More information about the operation of the GoodWe PLUS+ programme and about data handling can be found at <https://emea.goodwe.com/data-protection>.

These details include the data provided by the member at registration and during their membership ("Master Data"), as well as data coming to the operator, joint operators or partner companies in connection with their membership ("Programme Data").

Personal data may be forwarded to joint operators for the administration, further development and marketing of GoodWe PLUS+ as their own programme, if: a) a member has registered with GoodWe PLUS+ via a joint operator. In this case the Master Data collected via the GoodWe PLUS+ membership number and the member's Programme Data relating to the joint operator's services may be passed to the joint operator; b) if the joint operator is an affiliate of GoodWe and the member's residence is located within the home market of this joint operator, the Master Data, the GoodWe PLUS+ membership number and the member's Programme Data may be passed to the joint operator; c) where the joint operator is an affiliate and the member is using services from this joint operator, the member's Programme Data may be passed to the joint operator in addition to the Master Data; d) if a member has gained a Silver or Gold status with a joint operator, the member's status data may be passed to the joint operator in addition to the Master Data and the Programme Data related to the services provided by the joint operator.

Furthermore, entities within the GoodWe Group have combined their customer loyalty activities. This means that the member's master data and the status and program data obtained by a GoodWe are managed in a joint database for all GoodWe entities. This data may be processed and used in summarised form (no possibility of a particular member being identified) for analysis for the management, further development and marketing of GoodWe.

In addition to the aforementioned purposes, personal data may also be processed and used by the operators, joint operators and/or partner companies on the basis of a consent given by the member for other purposes in addition to the purposes stated above (in particular for sending information about GoodWe PLUS+ or the offers from the operator, joint operators or partner companies including analyses for the preparation of such mailings).

Further information on the collection, processing and use of personal details by GoodWe PLUS+ can be found in the GoodWe data protection notice. This can be downloaded at <https://emea.goodwe.com/data-protection> or may be requested by emailing the GoodWe Data Protection Officer (skraska@iitr.de).

4.3 Changes to the programme or the Terms and conditions of participation

The operator reserves the right to make any changes or additions to the Terms and conditions of participation, the awards, the award chart or other processes described in the programme documents for GoodWe PLUS+, providing this does not discriminate against the member in bad faith. Claims for compensation by members against the operator for legally required country-specific changes are excluded.

Changes or additions to the awards, the award chart or other processes for GoodWe+ described in the programme documents will be published in the GoodWe communication channels.

Changes or additions to these Terms and Conditions of participation will be published in writing. GoodWe may, at any time, and at our sole discretion, modify these Terms and Conditions of participation, with or without notice to the member. Any such modification will be effective immediately upon public posting. The changes or additions to the Terms and Conditions of participation are deemed to be approved unless a member submits an objection in writing within two (2) months of publication. The operators will refer to this consequence specifically at the time of publication. If a member rejects the change or addition, their membership can be terminated by means of ordinary termination in accordance with paragraph 3.1 of the Terms and Conditions of participation.

4.4 Law, place of jurisdiction

German law shall apply. The place of jurisdiction is Munich, Germany. The same applies if the member does not have a general place of jurisdiction in Germany and is not resident within the European Economic Area (EEA). If the member is a consumer with a residence outside Germany but within the EEA, the member has the option of filing claims in Munich, Germany, as well as at a competent court in the country in which they are resident. In addition, the member may also be sued at their general place of jurisdiction or any other location where there is legal jurisdiction. Operators are not obliged to take part in arbitration proceedings, nor are they entitled to offer the opportunity to participate in such proceedings.