

TERMS AND CONDITIONS FOR SCOTTISH YOUNG CARERS PACKAGE

Young Scot Enterprise is a Scottish registered charity (SC029757) and is a company limited by guarantee (202687) with its registered office at Rosebery House, 9 Haymarket Terrace, Edinburgh, EH12 5EZ ("Young Scot").

Young Scot offers a non-cash benefits package consisting of a range of benefits and opportunities supplied by our trusted partners ("Providers") aimed at supporting young carers ("Young Carers Package"). The Young Carers Package is part of the Scottish Government's commitment to supporting young carers.

These terms and conditions (the "Terms") set out the basis on which the Young Carers Package shall operate, including (without limitation) how young people may participate in the Young Carers Package. A carer is referred to as "You" in these Terms.

If you have any questions in relation to these Terms, your application or the Young Carers Package, you can email us at membership@young.scot

1 Eligibility

1.1 To see if You are eligible for the Young Carers Package please complete the application process at <https://membership.young.scot>

1.2 To be eligible for the Young Carers Package, you must be: -

1.2.1 aged 11 to 18 (inclusive);

1.2.2 at school;

1.2.3 caring, unpaid, for a family member or friend due to illness, disability, a mental health problem or an addiction. This can encompass:

1.2.3.1 medical or nursing care, such as helping someone to take medication or applying dressings;

1.2.3.2 personal care, such as helping to wash, dress or eat;

1.2.3.3 practical support, such as taking a person shopping or to medical appointments, cleaning or accompanying them to social events; and

1.2.3.4 emotional support

1.2.4 verified by us as a carer. You can obtain verification from us by providing the details of a trusted adult (trusted adults included members of staff at your school or the local carers centre, a youth worker, social worker, nurse, doctor, the person you care for or anyone else that you trust) or by contacting us directly to obtain verification; and

1.2.5 registered with Young Scot. If you do not have a Young Scot National Entitlement Card, you can find information on applying for one at <https://young.scot/card>

1.3 If your application is successful, you will be granted access to the Young Carers Package benefits and discounts on your home page when you log in to your Young Scot account.

1.4 **If you are 11 years old**, unfortunately we can't give you access to the Carers Package online, however, if you fill in the application form at <https://www.surveymzmo.eu/s3/90147053/Application-Form-for-Young-Carers-Package> and send it to membership@young.scot or if you pick up a form at one of our Young Carers centers and send it to Young Scot, Rosebery House, 9 Haymarket Terrace, Edinburgh, EH12 5EZ we will look at your application and notify you if you are eligible. If you are, we will send you a Young Carers entitlement box filled with benefits for your use.

2 Discounts and Opportunities

2.1 You must have your Young Scot National Entitlement Card registered on the portal to be able to claim a discount or opportunity online.

2.2 We will provide you with the relevant online codes and vouchers or other form proof of entitlement available to you as part of your Young Carers Package when requested by you. You should also have your Young Scot National Entitlement Card available when you use your vouchers and online codes in case the Provider requests to see it.

2.3 Claiming a discount or opportunity will be subject to a separate agreement between You and a Provider, acting as principal and not as agent. These separate agreements addressing the provision of the discount or opportunity and associated goods or services are made directly between You and the relevant Provider, and Young Scot has no responsibility for the quality, standard or provision of the discount or opportunity or the failure of any Provider or other person to honor any discount or opportunity.

2.4 It is possible that, despite Young Scot's best efforts, some of the discounts and opportunities displayed may not be available when You request it. If this comes to Young Scot's attention when You come to claim Your discount or opportunity, Young Scot will either contact You, or reject Your choice and notify You of such rejection. Young Scot is under no obligation to provide an opportunity or benefit to You.

2.5 Please note that advertised discounts and opportunities may also be subject to an expiry date and that discounts and opportunities may not be able to be claimed after the applicable expiry date.

3 Participation

3.1 Young Scot shall, in its sole discretion, determine who is eligible for the Young Carers Package. Young Scot may withdraw the right to access the Young Carers Package to any young person or persons at any time without notice.

- 3.2 Young Scot reserves the right to disqualify You from accessing the Young Carers Package if:
- 3.2.1 Your access to the Young Carers Package, does not comply fully with these Terms, or You are considered by Young Scot to be ineligible to access the Young Carers Package;
 - 3.2.2 You have been abusive or offensive to any employee or personnel of Young Scot or Providers, or have otherwise behaved in an unacceptable manner;
 - 3.2.3 You have engaged in fraudulent or otherwise unlawful or dishonest conduct in connection with the Young Carers Package; or
 - 3.2.4 You have allowed third parties to access Your Young Carers Package.
- 3.3 For the avoidance of doubt, if You are removed or disqualified from accessing the Young Carers Package at any time, and for any reason, you will no longer be able to claim discounts or opportunities that You were previously entitled to.
- 3.4 All decisions made by Young Scot in relation to the Young Carers Package, including any decisions as to the entitlement to discounts and opportunities shall be made entirely by Young Scot in its sole discretion and shall be final and binding in all respects.

4 Variation, suspension or termination

- 4.1 Young Scot reserves the right to change or suspend these Terms and/or the Young Carers Package as determined by Young Scot in its absolute discretion. The current applicable Terms shall be available on the Portal from time to time.
- 4.2 Young Scot reserves the right to terminate the Young Carers Package at any time and shall do so by notifying You in writing, by email or notification on the portal. Should this occur, and with effect from the date of such termination, You shall no longer be eligible to claim discounts or opportunities. Young Scot will give You as much notice of termination as it reasonably can, by updating the information on the portal. It is important that You regularly check the portal for latest information and updates regarding the Young Carers Package.

5 Data protection and data sharing

- 5.1 Young Scot will process information gathered from You in relation to your access to the Young Carers Package in accordance with the Young Scot privacy policy accessible at Young Scot's website at <https://membership.young.scot/privacy> (the "Privacy Policy").
- 5.2 By participating in the Young Carers Package you agree to your information being used in this manner.

6 Liability

6.1 Young Scot excludes all liability and responsibility for any amount or kind of loss or damage that may result to You or a third party (including without limitation any direct, indirect or consequential loss and/or damage) in connection with Your access to the Young Carers Package.

6.2 Nothing in these Terms excludes or limits Young Scot's liability for:

6.2.1 death or personal injury;

6.2.2 loss or damage caused by fraud (including fraudulent misrepresentation); or

6.2.3 any other loss or damage for which liability may not legally be excluded or limited.

7 General

7.1 Nothing contained in these Terms affects Your statutory rights.

7.2 If any provision of these Terms is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

7.3 Any failure or delay by You or us in enforcing (in whole or in part) any provision of these Terms will not be interpreted as a waiver of Your or our rights or remedies.

7.4 You may not transfer any of Your rights or obligations under these Terms. We may transfer any of our rights or obligations under these Terms without Your prior written consent to any business that we enter into a joint venture with, subcontract or otherwise transfer the management or operation of the Young Carers Package.

7.5 You are responsible for the security of any username, password, vouchers, NEC Card Number and/or NEC Card used to claim discounts or opportunities in respect of the Young Carers Package. Young Scot will not be responsible for any unauthorised use and/or claiming of discounts or opportunities caused by any such unauthorised disclosure.

7.6 The headings in these Terms are included for convenience only and shall not affect their interpretation.

7.7 Where a word or phrase is defined anywhere in these Terms, that word or phrase will have the meaning given to it in that definition wherever it is used throughout these Terms.

7.8 The expiry or termination of these Terms (for any reason) will not affect any provision of these Terms which are by implication intended to come into or to continue in force on or after such expiry or termination, including those relating to liability, data protection and/or transfer of rights or obligations.

- 7.9 These Terms constitute the entire agreement between Young Scot and You in relation to the Young Carers Package and supersede any prior arrangement, understanding or agreement between Young Scot and You in relation thereto. However nothing in these Terms is intended to or will be construed as limiting or excluding any liability for fraud or fraudulent misrepresentation.
- 7.10 These Terms will prevail in the event of any conflict or inconsistency with any other communications, including advertising or promotional materials.
- 7.11 Unless otherwise directed by Young Scot, You shall address all correspondence and communications relating to the Young Carers Package to Young Scot at the address set out on the Portal. Young Scot assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, destruction or alteration of communications by You.
- 7.12 These Terms shall be governed by and construed in accordance with Scots law. Disputes arising in connection with these Terms shall be subject to the exclusive jurisdiction of the Scottish courts.