

# MAD Water Sports – Loyalty Scheme Terms & Conditions

## Section 1. Purpose of T&Cs.

1. These term and conditions will explain how you can earn points using our loyalty system, and furthermore how to use your points to claim rewards.
2. To take part in our loyalty program, all terms and conditions must be accepted by the user, including any subsequent updates.
3. By registering and taking part in our loyalty program you are taken to have read and agreed to these terms.

## Section 2. Our promise to you.

We shall act both fairly and reasonably towards you, taking into account your—and our—respective interests. This will include whenever we are:

1. Considering any requests made by yourself.
2. Deciding whether to give our consent, or to exercise a right, discretion or remedy; or,
3. Setting any conditions for doing any of these things.

Please note that we withhold the right to make or change a decision at any point, including where delays, temporary waivers, or differences may occur.

## Section 3. Points explained.

1. Points do not have any monetary value, except to the extent specifically provided for by a reward. Points are not property and cannot be redeemed as cash.
2. Points will be awarded for each eligible transaction made in our application for loyalty program members. Users must be signed up to our program to begin earning points.
3. Points cannot be backdated nor transferred from other user accounts—even that of the same username.
4. Points are earned for each whole £1.00 spent of the value of each eligible transaction. Simply put, for every pound spent on eligible purposes, you will gain one loyalty point.
5. Points can be used for Rewards (see below) or exchanged for money off a purchase at the till - for each point we will deduct 5p from the value of each eligible transaction. Simply put, for every hundred points you will receive £5 off eligible purchases (excludes sale items)
6. Under no circumstances can points be sold.
7. We withhold the right to limit point earning eligibility on discounted or promotional purchases.

## Section 4. Bonus Points.

1. During promotional periods, the number of points earned per dollar spent may increase which will be clearly defined campaigns with start and end dates specified—in the event of no end date being specified, we reserve the right to end promotional period increased point earning at our own discretion.
2. Bonus points may differ in usability from that of ordinary points, as will be clearly defined during any promotional bonus point campaign.

## Section 5. Displaying Points.

Your point balance will be displayed within your loyalty account. This balance will include:

1. Points awarded for eligible transactions debited to your loyalty account.
2. Bonus Points awarded in accordance with special promotions.

## Section 6. Transactions ineligible for Earning Points.

There may be some transactions which can be made that will not earn points for your account.

These may include:

1. Unauthorised purchases for which you are not liable.
2. Purchases made of promotional items noted not to be part of the points campaign.
3. Refunded purchases.
4. Postage when used on our online store

## Section 7. Spending Points & Things That Can Reduce Your Balance.

Your loyalty points balance will be reduced when:

1. You use your points to claim a reward
2. You may use the points against a purchase at the till in exchange for money off. **NOTE: Points and Rewards can not be used to purchase Sale or Discounted Items.**
3. A refund or reimbursement for a transaction previously made is debited to your user account. This may happen for several reasons, such as returning or cancelling unwanted goods; the points relating to this transaction will be debited from your balance
4. There have been unauthorised transactions from your account for which you are not liable.
5. Points were incorrectly allocated to your points balance.
6. If we reasonably suspect you have behaved fraudulently in connection to your loyalty account and are not entitled to points earned.

When points decrease, your updated points value will be updated on your loyalty pass/card.

#### **8. Expiration of Points.**

1. Points in your loyalty account do not expire, except:
2. Closure of your loyalty account will result in immediate expiration of your points. These points will be immediately forfeited and cannot be reactivated upon creating a new account.
3. If our loyalty program gets terminated by us, we will notify all loyalty users how long they have to use remaining points before final expiration.
4. No other users are eligible to use your points: If for whatever reason we are notified that your account has been compromised and given to another, we reserve the right to instantly expire remaining points. Should this happen incorrectly please contact us immediately.

#### **9. Keeping Track of Points.**

To keep track of points you have a range of options:

1. Access your loyalty account via your wallet on your smart phone, whereby your current points balance will be clearly displayed on the front page of the loyalty pass/card.
2. When you visit the shop, you can ask at the till by giving your name.
3. On the website, you will see your total points once you log in to your account.

#### **10. Rewards Explained.**

To thank users for their loyalty to our brand, we will have rewards available to be redeemed using your points.

1. The rewards available for redemption and the number of points required to redeem each reward at any given time will be set out in our loyalty program. You can view the available awards at any time through the loyalty pass/card within your wallet on your smart phone. Click through to pass details, scroll down and click view rewards. Different awards may be available for different users subject to their location, purchase orders and available points.
2. You can only claim rewards that are currently available and listed on our loyalty program at the time. Rewards are subject to availability, substitution, or cancellation at any time. Without prior notice we may change the available rewards by withdrawing, limiting, modifying or cancelling the reward—or the number of points required to obtain a particular reward.

Except with our clear consent, after you have placed your request for a reward you cannot:

1. Return the reward or receive a points refund/credit to your points balance.
2. Exchange the reward or receive any consideration—including for cash.
3. Replace the reward for the same, or another reward if your reward is lost, stolen or otherwise destroyed after it is delivered to your phone.

Note that if someone other than yourself claims a reward on your behalf then these terms and conditions will apply as if you had claimed the reward.

#### **11. Resolving Disputes.**

1. Should you have a complaint in relation to our loyalty program, please contact our team by email: [enquiries@madwatersports.co.uk](mailto:enquiries@madwatersports.co.uk). Full contact details are available on the pass details page of your loyalty pass/card. Verbal complaints are not accepted. Please give as much information as possible within the email.

2. We aim to resolve problems promptly. If we cannot find an instant solution, we will let you know how long we expect it to take. Once we have completed our investigations, we will let you know our decision, and the reasoning behind it.
3. If you are not satisfied with the way your complaint has been resolved, or indeed the steps we have taken, you may wish to contact one of the directors directly; please ask for their contact details.
4. We also welcome feedback directly as we strive to act in your interest and provide great customer service through fair decision making.

## **12. How to Communicate with Us.**

1. As noted in section 11, you can contact us directly through email, by clicking on the link on your loyalty pass details page, here you will also find our address and phone number.
2. If we need to contact you, we will send emails to the address you provided for your account. In case we need to update you urgently, our team may phone the number attached to your account.
3. You are responsible for notifying us for any changes to your contact details.

## **13. Personal Information.**

1. By signing up to our loyalty program, we will need to collect, hold, use, disclose information about you in connection with your account, points and rewards. Information will include certain personal information and transaction information relating to points earned and requests for rewards.
2. We will use this information for purposes of our loyalty program to provide and market rewards and services to you.
3. We may disclose this information to others in connection to our loyalty program including to our service providers and agents engaged for the purpose of the administration provision of our loyalty program.
4. We treat all personal information with care and in accordance with our privacy policies.
5. We may also use or disclose your personal information to let you know about offers and news relating to our loyalty program electronically—e.g. email, SMS, and social media. We will act with your best interests in mind to communicate news to you, and you can let us know at any time if you no longer wish to receive our marketing. We will process this request as soon as practicable.
6. You can also choose to switch off notifications directly on your loyalty pass/card within the wallet of your smart phone

## **14. Loyalty Program Termination.**

1. We may terminate our loyalty program at any time. Where possible, we will give you at least 90 days' notice of the termination and cancellation of your loyalty account (if applicable). Circumstances where prior notice may not be possible include where we are affected by events outside our control (for example, the rewards application is no longer available).
2. If we give you notice after termination, Points will only cease to be credited to your Points Balance from the termination date.
3. Any notice we give will include the general reasons for termination (if possible), and the time period available to you to use points in your points balance to claim rewards. We will define the time limit remaining before final expiration of all points.

Examples of when we may terminate include, but are not limited to:

1. where you are in default under these terms and conditions;
2. where we believe on reasonable grounds that the continued operation of the account may cause loss to the Customer or us.

These examples are for guidance only and do not limit our ability to cancel the account.

## **15. Changes to Terms and Conditions.**

We reserve the right to change and update our terms and conditions when required. Whilst these changes may come without prior notice, we will notify users of any major updates to ensure full transparency.