

# Blow Dry Express Loyalty Programme

## Terms and Conditions of Participation as of 31 December 2018

PLEASE READ THESE TERMS AND CONDITIONS OF PARTICIPATION IN HairMiles™ LOYALTY PROGRAMME CAREFULLY. BY PARTICIPATING IN THIS PROGRAMME, YOU AGREE TO BE BOUND BY THE TERMS DESCRIBED HEREIN AND ALL TERMS INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT PARTICIPATE IN THIS PROGRAMME.

### 1. Membership Eligibility and Overview

1. The Blow Dry Express Loyalty Programme (“HairMiles™”) is offered at the sole discretion of BDE Enterprises Limited. Modem Limited of 7 Powis Gardens, London W11 1JG (company number 09516691) is the promoter of HairMiles™ and has licensed the trademark to BDE Enterprises Ltd, BDE Enterprises ALD Ltd and BDE Enterprises CAN Ltd. HairMiles is available to individuals for their personal use only and is limited to one account per individual. Corporations, associations or other groups may not participate in HairMiles. Individuals who are legal residents of the United Kingdom and at least the age of majority in their jurisdiction of residence, and who provide and maintain a valid email address and telephone number are eligible to become members.
2. HairMiles™ may not be used for any business or commercial purpose and I may refuse to create an account for any reason.
3. BY JOINING LOYALTY SCHEME AND BECOMING A LOYALTY SCHEME MEMBER, YOU (INDIVIDUALLY AND COLLECTIVELY, “YOU,” “YOUR,” OR “MEMBER”), AGREE THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY THESE LOYALTY SCHEME TERMS AND CONDITIONS OF PARTICIPATION (“TERMS”) AND BY ANY CHANGES OR MODIFICATIONS I MAY MAKE FROM TIME TO TIME. (I WILL REFLECT THE LAST DATE OF ANY UPDATE AT THE TOP OF THE PAGE OF THESE TERMS.) YOU ALSO AGREE TO BE BOUND BY MY PRIVACY POLICY AND MY IBSITE TERMS AND CONDITIONS WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE. YOU SHOULD REVIEW THESE TERMS AND THE RELATED POLICIES AND FAQs FREQUENTLY TO UNDERSTAND THE TERMS AND CONDITIONS THAT APPLY TO LOYALTY SCHEME AS THEY MAY CHANGE FROM TIME TO TIME. THESE TERMS DO NOT ALTER IN ANY WAY THE TERMS OR CONDITIONS OF ANY OTHER AGREEMENT YOU MAY HAVE WITH US, INCLUDING ANY

AGREEMENT FOR PRODUCTS OR SERVICES. IF YOU DO NOT AGREE TO THESE TERMS, MY IBSITE PRIVACY POLICY, AND MY IBSITE TERMS AND CONDITIONS, YOU SHOULD NOT PARTICIPATE IN LOYALTY SCHEME. LOYALTY SCHEME IS VOID WHERE PROHIBITED BY LAW.

## **2. HairMiles Enrollment**

1. Eligible individuals may enroll in HairMiles by visiting [www.blowdryexpress.co.uk](http://www.blowdryexpress.co.uk) (the "Site"), notifying BDE or accepting an invitation.
2. You are required to provide your email address and telephone number in order to enroll in HairMiles.
3. Only one HairMiles account may be associated with a single member and a single email address. In the event of a dispute over the identity of the member enrolled in HairMiles, the member will be deemed to be the authorized account holder of the email address submitted at the time of enrollment. For purposes of these Terms, the "authorized account holder" is the natural person who is assigned to the submitted email address by an internet provider, online service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address.

## **3. How HairMiles™ Works**

1. HairMiles is a way in which I reward and thank my loyal customers for purchasing my services. You are able to earn points and reach HairMiles rewards by making eligible purchases. For your purchase to qualify for HairMiles, you must be enrolled in HairMiles. Once you earn points and reach a certain loyalty tier, you may be eligible for rewards applicable to that tier, which benefits may change from time to time and may be offered on a limited basis. Eligible services and other opportunities to earn points and reach HairMiles loyalty tiers will be posted on the Site or may be published through other media (e.g., in marketing communications, social media, etc.).
2. HairMiles is a tier-based HairMiles determined by the number of points a member has earned over a rolling 12-month period, beginning on the date when you enroll. There are one threshold: 350 points. Once you have accrued 350 points, you will be notified that you can receive a single blowdry for FREE.
3. Your status resets to zero points after this notification. After that, you'll need to earn enough new points to qualify for a reward.
4. Purchases may be made in any Blow Dry Express salon and redeemed in any Blow Dry Express salon.
5. HairMiles members receive 1 point for every £1 spent on qualifying purchases. Qualifying purchases include regular priced services. Services purchased under bulk acquisitions, and groups are 'non-qualified' purchases.

#### **4. HairMiles™ Benefits and Rewards**

1. Rewards are available during eligible appointment times in my sole discretion may occur. You are not required to redeem points.
2. Neither accounts nor HairMiles rewards and/or points may be transferred, shared or combined. Only the Member paying for the services may accumulate rewards, benefits and/or points. I reserve the right to monitor the number of accounts per household and refuse, merge or close additional or duplicate accounts at any time. Your account information is confidential and should not be shared with any other person.
3. Redemption of rewards must be taken within 60 days of email notification. Rewards may be forfeited 60 days after notification.
4. Rewards, benefits and points earned through HairMiles have no cash value, are non-transferable, and you have no property rights in or to rewards.
5. Rewards cannot be exchanged or returned for points, another product or a monetary refund.
6. Blow dry services available through HairMiles are for personal use only.
7. If you have concerns that a purchase or other activity was not properly applied to your account, you should contact [info@blowdryexpress.co.uk](mailto:info@blowdryexpress.co.uk). Your email must specify your name and email address associated with HairMiles, the date of HairMiles activity, and the issue(s) you encountered. This email must be sent no more than forty-five (45) days after the date the purchase or other HairMiles activity took place. I am not responsible for late notifications about purchases or other HairMiles activities not being credited to an account.
8. Rewards can only be redeemed in any of the salons.

#### **5. HairMiles☐ Communications**

1. By enrolling in HairMiles, you consent to receiving HairMiles and other BDE Enterprises related e-mails, including HairMiles marketing e-mails.
2. You may opt-out of receiving HairMiles related emails (including HairMiles marketing emails) at any time by following the instructions provided in the email and as otherwise provided in the BDE Enterprises Limited [Privacy Policy](#). If you opt-out of HairMiles-related emails, you will no longer receive emails regarding your HairMiles status or HairMiles rewards or benefits that may be available to you and this information will only be available through your account.

#### **6. Termination and Modification**

1. HairMiles and its benefits are offered at my sole discretion. I reserve the right to change HairMiles benefits, and how I evaluate and reward your eligible purchases and/or other HairMiles activity. I reserve the right to place limits on the number of purchases or activities that are eligible for HairMiles and/or for any given tier, the number or types of rewards or benefits you may receive or

earn in any given tier, in a given time period or for the duration of HairMiles, and/or any combination thereof. Except where prohibited by law, I may, in my discretion, cancel, modify, restrict or terminate these Terms and/or HairMiles or any aspect or feature of HairMiles at any time without prior notice, even though such changes may affect the value of rewards or benefits already accumulated or earned and/or the ability to redeem accumulated rewards or benefits. Changes to HairMiles will be set forth in these Terms and will be effective on the date the Terms are posted to the Site (with the effective date reflected at the beginning of the Terms). Continued participation in HairMiles following posting of updated or modified Terms constitutes your acceptance of those Terms as so updated and modified.

2. I reserve the right to exclude you from or to discontinue your participation in HairMiles and to audit your membership account at any time, in my sole but reasonable discretion. To keep your account active you must make a purchase within 24 months. Membership will expire if a member is inactive for a period of 24 months or more. Any suspected abuse of HairMiles, failure to comply with any Terms, illegal activity, fraud, misrepresentation or other conduct inconsistent with these Terms and/or detrimental to us or my interests, including without limitation, any suspected illegal, fraudulent or other unauthorized use of any HairMiles rewards, points, cards, credits, vouchers, coupons and/or certificates (all as determined by us in my sole but reasonable discretion), may result in the revocation of your membership and make you ineligible for further participation in HairMiles. If your membership is revoked, any rewards or benefits in your account will automatically expire and your access to HairMiles and features will automatically terminate. If I suspect illegal activity, fraud, misrepresentation, abuse or violation of these Terms, I reserve the right to take appropriate legal action.
3. If you decide you no longer want to be a part of HairMiles, you may cancel your membership at any time by opting-out of HairMiles in your account on the Site. If you cancel your membership, you will automatically lose all accumulated points, benefits and tier status.

#### **7. Disclaimer of Warranties; Limitation of Liability**

1. **NEITHER BDE ENTERPRISES LIMITED NOR MY PARENTS, SUBSIDIARIES, AFFILIATES, PARTNERS, OR LICENSORS MAKE ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, IN CONNECTION WITH THESE TERMS OR LOYALTY SCHEME OR ANY OF THE REWARDS OR BENEFITS ASSOCIATED WITH LOYALTY SCHEME, EXCEPT TO THE EXTENT SUCH REPRESENTATIONS, WARRANTIES AND CONDITIONS ARE NOT LEGALLY EXCLUDABLE. THIS PROVISION DOES NOT AFFECT YOUR STATUTORY RIGHTS AS A CONSUMER NOR DOES IT AFFECT YOUR CONTRACT CANCELLATION RIGHTS.**

2. **YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER BDE ENTERPRISES LIMITED NOR MY PARENTS, SUBSIDIARIES, AFFILIATES, PARTNERS, OR LICENSORS WILL BE RESPONSIBLE (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) PRE-CONTRACT OR OTHERWISE) FOR ANY (a) INTERRUPTION OF BUSINESS; (b) ACCESS DELAYS OR ACCESS INTERRUPTIONS TO LOYALTY SCHEME; (c) DATA NON-DELIVERY, LOSS, THEFT, MISDELIVERY, CORRUPTION, DESTRUCTION OR OTHER MODIFICATION; (d) LOSS OR DAMAGES OF ANY SORT INCURRED AS A RESULT OF DEALINGS WITH OR THE PRESENCE OF THIRD PARTY LINKS ON THE SITE OR USE OF ANY REWARD OR BENEFIT OF LOYALTY SCHEME; (e) COMPUTER VIRUSES, SYSTEM FAILURES OR MALFUNCTIONS WHICH MAY OCCUR IN CONNECTION WITH YOUR USE OF THE SITE, INCLUDING DURING HYPERLINK TO OR FROM THIRD PARTY IBSITES; (f) ANY INACCURACIES OR OMISSIONS IN LOYALTY SCHEME CONTENT; OR (g) EVENTS BEYOND MY REASONABLE CONTROL. I MAKE NO REPRESENTATIONS, WARRANTIES OR CONDITIONS THAT DEFECTS OR ERRORS WILL BE CORRECTED. NOTHING IN THIS PROVISION SHALL EXCLUDE OR LIMIT MY LIABILITY FOR DEATH OR PERSONAL INJURY RESULTING FROM MY NEGLIGENCE OR THAT OF MY SERVANTS, AGENTS OR EMPLOYEES.**
3. **FURTHER, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER BDE ENTERPRISES LIMITED NOR MY PARENTS, SUBSIDIARIES, AFFILIATES, PARTNERS, OR LICENSORS WILL BE LIABLE FOR ANY ECONOMIC LOSSES (SUCH AS LOSS OF REVENUES, PROFITS, CONTRACTS, BUSINESS OR ANTICIPATED SAVINGS), LOSS OF GOODWILL OR REPUTATION OR ANY SPECIAL OR INDIRECT LOSSES OF ANY KIND RELATED TO LOYALTY SCHEME AND/OR YOUR PARTICIPATION THEREIN, REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) PRE-CONTRACT OR OTHERWISE (OTHER THAN FRAUDULENT OR NEGLIGENT MISREPRESENTATIONS), EVEN IF I HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND IN NO EVENT SHALL MY MAXIMUM AGGREGATE LIABILITY EXCEED ONE HUNDRED POUNDS (£100.00).**
4. **IF YOU ARE DISSATISFIED WITH LOYALTY SCHEME FOR ANY REASON, TERMINATION OF YOUR MEMBERSHIP IN LOYALTY SCHEME IS YOUR SOLE REMEDY. I HAVE NO OTHER OBLIGATION, LIABILITY, OR RESPONSIBILITY TO YOU EXCEPT AS EXPRESSLY REQUIRED BY LAW.**

## **8. Indemnification**

You agree to defend, indemnify and hold us, my parents, subsidiaries, affiliates, partners, licensors, officers, directors, employees, and agents harmless for any loss, damages or costs, including reasonable attorneys' fees, resulting from any

third party claim, action, or demand resulting from your breach of HairMiles or its Terms or your violation of any law, rule or regulation.

**9. Governing Law and Disputes**

Unless the laws of your jurisdiction require that those laws apply, this HairMiles and these Terms will be governed by and construed under the substantive laws of England and you irrevocably submit to the exclusive jurisdiction of the courts of England.

**10. Privacy and Data Protection**

The personal information collected from you in connection with HairMiles, including but not limited to purchases made in connection with your HairMiles membership, will be used and disclosed to administer your participation in HairMiles and otherwise in accordance with the BDE Enterprises [Privacy Policy](#).

**11. Entire Agreement; Waiver and Survival**

These Terms govern my relationship with you as it relates to HairMiles You confirm (and if you are a minor, your parent or legal guardian confirms on your behalf) that, in agreeing to accept the Terms, you have not relied on any representation except as expressly set forth in these Terms and you agree that you shall have no remedy in respect of any such representation not included in these Terms. Your Statutory Rights are not affected by these Terms. Nothing in these Terms shall limit or exclude my liability in respect of any fraudulent or negligent misrepresentation whether or not a part of these Terms. Each provision of the Terms shall be construed as separately applying and surviving even if for any reason one or other of those provisions is held to be inapplicable or unenforceable in the circumstances. No waiver by us will be construed as a waiver of any proceeding or succeeding breach of any provision in these Terms.

**12. Contact Us**

For information about HairMiles and your membership, email [info@blowdryexpress.co.uk](mailto:info@blowdryexpress.co.uk).

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