

Loyalty Card – Terms & Conditions

1. Definitions

In these Terms & Conditions the following expressions have the respective meanings:

Card Name	Loyalty Card
Client Name	This includes all UK Bubbleology outlets; Our registered office address is Q14 Gray's Inn Road, London WC1X 8HN
Customer Services	Customer services can be contacted via email at customerservice@bubbleology.co.uk

IMPORTANT - PLEASE READ: The following Agreement describes the terms and conditions that apply to your Card (prepaid, loyalty and gift card functions). These Terms and Conditions apply to the use of your Card and govern the relationship between Boba Tea Ltd ("Bubbleology", "we" or "us") and you. Use of your Card will constitute acceptance of these Terms and Conditions. You must therefore read them carefully. Please print a copy of these Terms and Conditions for your records. If there is anything you do not understand, please contact our Customer Services.

2. Loyalty Card

The Card is an electronic money product. When you credit value to your Card you will be purchasing electronic money from Boba Tea Ltd.

3. Obtaining your Card

Your Card is issued by, and remains the property of, Boba Tea Ltd. We do not authorise anyone else to sell or distribute the Card. You can only obtain Cards from Bubbleology shops and online via www.bubbleologyloyalty.co.uk

4. Using your Card

A) Prepaid Card

You can use your Card at any participating shop. It is not a credit card, charge card or debit card. Before you can use your Card as payment method you will need to credit it with funds. Your Card will be activated when you first credit it with a minimum of £5.

You can credit and top-up stored value on your Card by cash or credit card at any participating shop. The minimum value you can credit your Card with each time is £1. The maximum credit value you can store on your Card at any time is £100.

You can check the balance on your Card at any time online or in any participating shop. We will keep a record of all transactions to ensure that this balance is correct at all times. You may be sent statements of itemised transactions from your Card account on request. You should keep your receipts and check your online statement to ensure that your account balance is correct.

B) Gift Card

Your Card is intended for your personal use and, as such, you are not entitled to sell, distribute or otherwise make any commercial use of your Card (including in relation to any promotional commercial activity).

For the avoidance of doubt, this shall not prevent you from giving a Card as a gift, provided that such gifting is not part of or connected to any commercial activity (including any promotional commercial activity).

C) Loyalty Card

Alternatively you can use your Card as a loyalty card to earn rewards and promotions on purchases or individual products.

Please note that your card must be registered online to enable you to earn and redeem loyalty points.

Each Card User must only use the Card in accordance with the Scheme rules. In order to earn reward points on purchases, the Card must be presented at the checkout prior to purchase. Reward points cannot be added after the transaction is completed. Each Card is personal to the Cardholder or relevant Card User to whom it is issued and neither the Card nor the reward points can be used by or transferred to any other person. The rewards points cannot be used in conjunction with any other promotion or discount. Reward points will not be awarded against the purchase of gift cards/gift vouchers, purchases paid for with vouchers issued under this Scheme or payment for purchases made online. Certain other products may also be excluded from the Scheme or the reward points awarded reduced from time to time at our discretion. Any reward points earned on purchases which are subsequently cancelled or refunded will be deducted from the Card. For current reward points earning levels please see in-store or visit www.bubbleologyloyalty.co.uk

5. Expiry

Your Card does not have an expiry date. However, if you do not use your Card for a period of one year or more, your Card will cease to be valid and any remaining credit value stored on it will expire. Checking the balance on your Card will not constitute use of the Card for these purposes. Expired value cannot be transferred to a new card or redeemed. You will not be able to use your Card once it has ceased to be valid.

6. Cancellation

You have the right to cancel your Card at any time by returning it to Customer Services (see details on the website).

If you wish to cancel your Card, you must contact Customer Services.

7. Registering your Card

To protect the stored value on your Card from loss, theft or damage you can register your Card by following the instructions on the website at www.bubbleologyloyalty.co.uk.

If you need to change any of the details you have registered with your Card, please contact Customer Services; alternatively, you can make changes through the website.

8. Loss, theft, damage

You should treat your Card like cash in a wallet. If you lose your Card or if it is stolen you may lose any value which is stored on it in the same way as if you lost your wallet.

If you have registered your Card through the website, you should immediately report any loss, theft, fraudulent or unauthorised use of your Card to Customer Services or on our website.

In the event of loss, theft, fraud or other unauthorised use of your Card, or if your Card is damaged or malfunctions, we may, at our sole discretion, replace your Card and transfer any credit value stored on it at the time of reporting to a replacement card. Non-exhaustive circumstances in which we may determine, in our sole discretion, that we will not replace your Card include those where we reasonably believe that the notified incident has been caused by your wilful breach of these Terms and Conditions or if there are reasonable grounds for suspecting that you are or have been engaged in fraudulent or other unlawful conduct. Alternatively we may, at our sole discretion,

procure a redemption payment in respect of any outstanding value stored on your Card.

If we agree to replace your Card, a replacement card will be delivered to your home address as registered against the card, usually within 10 days of you first notifying Customer Services of the incident. If we decide to redeem any outstanding balance to you the redemption payment amount will be paid to you by cheque, to your home address, but the redemption fee will not be charged.

Replacement cards will be posted to your registered home address only. We reserve the right to charge a replacement card fee for each replacement card in the event that you are issued with more than two replacement cards within any 3 month period.

If you subsequently find or retrieve a Card which you have reported lost or stolen, you must notify Customer Services immediately.

9. Data protection and privacy

If you register your Card on the website you will be asked to provide certain personal information, including your name, date of birth, address, contact details and if you top up your Card online, credit card details. We are committed to maintaining the security of your personal information in accordance with the requirements of the General Data Protection Regulation and will take all reasonable steps to ensure that your personal data is kept secure against unauthorised access, loss, disclosure or destruction.

The Privacy Policy will apply whenever you provide us with personal information, and is incorporated by reference into these Terms and Conditions. More information about our Privacy Policy can be found at bubbleology.co.uk/privacy-policy

Except as required by law, or in accordance with these Terms and Conditions and the Privacy Policy, your personal information will not be passed to any other persons without your permission.

10. Liability of dBoba Tea Ltd

Neither Boba Tea Ltd, nor any member of its corporate group shall be held liable for any default resulting directly or indirectly from any cause beyond our control, including but not limited to, failure of network services and failure of data processing systems. To the extent permitted by law, all conditions or warranties implied by law, statute or otherwise are expressly excluded.

Boba Tea Ltd will not be liable to you for:

- any loss of income, business, goodwill or profits arising out of this agreement;
- any unauthorised access to or alteration, theft or destruction of your Card;
- the consequences of any delay or mistake relating to the use of your Card caused by any circumstances beyond our control;
- any loss or damage which was not caused by our breach of this agreement or breach of our legal duty of care;
- any loss or damage which was not a reasonably foreseeable result of either our breach of this agreement or breach of our legal duty of care. Loss or damage is "reasonably foreseeable" if, at the time we entered into this agreement, such loss was contemplated by you and by us; or
- any loss or damage suffered by you as a result of you failing to take reasonable precautions against such loss or damage.

This agreement does not affect your statutory rights and must be read subject to those rights. If you require more information on your statutory rights you should contact your local authority Trading Standards Department or Citizens Advice Bureau.

Boba Tea Ltd does not represent or warrant that your Card will always be accessible or accepted at participating shops.

The Financial Ombudsman Compensation Service is not applicable to your Card. Boba Tea Ltd does not offer any other compensation schemes to cover losses claimed in connection with your Card.

11. Variation and assignment

We reserve the right to amend or waive any provision of these Terms and Conditions from time to time and at any time, or to terminate the Card program on reasonable notice. The Terms and Conditions applicable to the use of a Card shall at any time be the terms and conditions published on the website (www.bubbleologyloyalty.co.uk) and your continued use of a Card shall constitute your acceptance of such terms and conditions. We will also e-mail you to let you know about changes to these Terms and Conditions.

We may assign the benefit of these Terms and Conditions to any other company in the same group of companies as Boba Tea Ltd. If we assign the benefit of these Terms and Conditions, your rights will not be affected.

12. Entire Agreement; Construction

This agreement (as amended from time to time) constitutes the entire agreement between you and Boba Tea Ltd and supersedes all prior proposals and all other agreements in respect of the subject matter of this agreement. If any provision of this agreement is illegal or unenforceable, that provision will be deleted from this agreement, and the remaining terms will not be affected.

13. Governing law

These Terms and Conditions are governed by English law.

PLEASE PRINT THESE TERMS AND CONDITIONS FOR YOUR RECORDS