

## **MOLTON BROWN REWARDS CLUB TERMS AND CONDITIONS**

**Version 1.4: last updated 1 January 2025**

### **PURPOSE OF THESE TERMS AND CONDITIONS**

The Molton Brown Reward Club ("Program") is owned and operated by Molton Brown Limited ("Molton Brown" "our", "us", "we"). The Program is a multi-channel loyalty program, without a physical loyalty card, aimed at rewarding Molton Brown customers with rewards and points. The Program is available exclusively to Molton Brown stand-alone stores in the UK (including outlet stores) as well as online at moltonbrown.co.uk (the "Website").

The following terms and conditions define the content and terms of use of the Program, enforceable in the UK between Molton Brown and any natural person that meets the membership conditions of the Program (a "Member").

In addition to these terms, our Terms of Use: <https://www.moltonbrown.co.uk/store/terms-and-policies> (for Members using our website) and Privacy Policy: <https://www.moltonbrown.co.uk/store/privacy-policy> govern your participation in the Program (including the collection and redemption of the Molton Brown reward points) and the collection and use of any personal information provided under the Program. To the extent of any conflict between these terms and the Terms of Use and/or Privacy Policy, these terms will govern the Program. By enrolling in the Program, you agree to be bound by these terms and conditions so we recommend that you read these carefully.

Molton Brown reserves the right to change any of the terms and conditions of the Program at any time. Any material changes will be notified to you on reasonable notice. Earning and/or redeeming points will be seen as your acceptance of the revised terms and conditions.

### **PROGRAM ENROLMENT**

- 1) The Program is available to all Molton Brown customers 18 years and over who are resident in the UK.
- 2) Employees of Molton Brown and any agencies or companies involved in the development or execution of the Program, and their immediate family (spouse/partner, parents, siblings and children) and household members of each such employee, may not participate in the Program.
- 3) The Program is available on moltonbrown.co.uk ("Website") and in Molton Brown stand-alone stores in the UK, including outlet stores ("In-Store"). The Program is not available in third party retailers, concession stores or travel retail.
- 4) You will be enrolled into the Program when you create an online customer account or log in to an existing online customer account and select join loyalty on the Website (your customer account will also become your loyalty member account) or ask our store staff to join the loyalty scheme In-Store (they will assist you to set-up a member account).
- 5) No purchase is necessary to enrol in the Program.
- 6) The Program is for personal use only and Members are only entitled to one membership account. If there is a dispute regarding ownership of the email address or phone number used to enrol in the Program, the owner will be deemed to be the natural person who is assigned to the submitted email address or phone number by a phone company, an internet provider, online service provider, or other organisation (e.g., business, educational institution, etc.) that is responsible for assigning phone numbers or email addresses for the domain associated with the submitted email address.
- 7) If a Member is found to have made a purchase either online or in-store which is not a personal purchase but is for a commercial purpose or commercial gain, Molton Brown reserves the right to remove or cancel any points such Member has made in connection with such purchase and in instances where a Member repeatedly breaches this provision, Molton Brown may in its sole discretion suspend or otherwise terminate the Member's account.

- 8) Molton Brown reserves the right to refuse, merge or close duplicate or additional member accounts at any time and to forfeit points issued to each such account without liability.
- 9) Personal information must be provided to enrol. You must ensure your details are correct and complete. Molton Brown will not be responsible for any Member not receiving benefits as a result of out-of-date details. It is your responsibility to notify Molton Brown should your email address and/or phone number change. We recommend that you opt-in to our email marketing to ensure you receive updates about your Molton Brown account.
- 10) All orders placed Online or In-Store are eligible for reward points. You must be logged into your customer account linked to your loyalty membership to receive the reward points earned for any orders placed. Points cannot be added retrospectively after an order has been placed.
- 11) No loyalty card number or identifier except your email address will be required at the time of purchase. Refunds, exchanges or cancelled orders will not change your membership status, but may impact the value of purchases you are required to make to achieve the next Tier Status, in accordance with the limits set out in the Program. Further information regarding the different Tier Statuses can be found further on in these terms and conditions.
- 12) Upon successful enrolment into the Program, each Member will receive an email confirming their membership and 15 points will automatically be credited to the Member's account. A Member may have more than one email address, however the 15 point joining reward will only be issued to the primary email address provided on the Member's rewards account.
- 13) You may opt out of the Program at any time by contacting our customer services team here: <https://www.moltonbrown.co.uk/store/contact-us> or by notifying staff In-Store. When opting out/cancelling your membership, all reward points and unused loyalty rewards are erased too.

## PROGRAM FEATURES

- 14) The Program gives Members access to various benefits and gifts based on their Member Tier Status, as well as access to competitions, events and prize draws. Molton Brown may identify additional opportunities for Members to earn points from time to time, in its sole discretion.
- 15) The Program has three Member tiers, called statuses or "Tier Statuses". A customer's Tier Status is displayed in their Molton Brown account or just ask staff in-store to confirm your status.
- 16) Each Member will belong to one of three tiers (Silver, Gold or Platinum) depending on the total amount spent by the customer Online or In-Store in the members rewards year. Members must meet the spend threshold for their Tier Status at the end of each 12 month period from the date of enrolment into the Program ("Rewards Year") in order to maintain the same Tier Status for the following year.
- 17) Multiple purchases made on a single day will count as one single purchase for the purpose of the Program. Members can gain access to the different tiers as follows:

Silver Tier Status: Members who have spent up to £150 with Molton Brown in the Member's Rewards Year

Gold Tier Status: Members who have spent £151+ with Molton Brown in the Member's Rewards Year

Platinum Tier Status: Members who have spent £400+ with Molton Brown in the Member's Rewards Year

When a new customer account is opened, that Member will automatically be assigned Silver Tier Status.

## EARNING REWARD POINTS

- 18) Subject to condition 23, each Member will earn reward points depending on their Tier Status:

Silver Tier Customers	1 reward point for every pound (£) spent Online or In-Store
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Gold Tier Customers	1.5 reward points for every pound (£) spent Online or In-Store
Platinum Tier Customers	2 reward points for every pound (£) spent Online or In-Store

- 19) The value of reward points will be based on the GBP value of a product.
- 20) Reward points will not be issued for any shipping costs or for the purchase of Molton Brown gift cards. If you are using a promotional or discount code with your order, the reward points you earn will be based on your final order value once the promotional or discount code has been applied. If you use a Molton Brown gift card with your purchase, you will only earn reward points on the non-gift card portion of your purchase.
- 21) If we are unable to ship your order for any reason, then you will not earn reward points.
- 22) Your total rewards points will be displayed in your Molton Brown account and will be valid for 12 months from the date the points were earned, after which time they will no longer be redeemable and will be removed from your account.
- 23) You can earn up to a maximum of 4,000 reward points per calendar year (1 January – 31 December) on purchases made during that year. Once you earn 4,000 reward points (through purchases) in a calendar year, you will not be able to earn any further points from purchases in that year. You will however be able to earn additional points through other activities, as listed on the Rewards Club dashboard in your Member account. The purchases you can earn points on will reset to zero on the 1<sup>st</sup> of January each calendar year.
- 24) Reward points will be applied up to 48 hours (but in most cases almost immediately) to the Member's account following the qualifying purchase of in-store purchases. For online purchases, Reward points will be added following to the Member's account after the order has been dispatched to the customer's nominated address.
- 25) Where a refund for a Member's purchase is issued in accordance with Molton Brown's returns policy, any reward points earned for the refunded purchase will be deducted from your Member account. For exchanges, usual processes will apply. If like-for-like exchange then no changes to loyalty account. However, if exchange is for a higher value product, points will be earned on the difference. For exchange of a lower value product, points will be deducted. If loyalty customer doesn't have a receipt and Molton Brown cannot confirm that loyalty reward has been utilised, then the return will be processed as a return without a receipt and the customer will receive a gift card instead.
- 26) Reward points may also be earned through other activities, as listed on the Rewards Club dashboard in your account at <https://www.moltonbrown.co.uk>. Molton Brown may identify additional opportunities for you to earn points from time to time, in its sole discretion.
- 27) If you choose to link any of your social media accounts to your Member account to earn reward points, you are agreeing to allow Molton Brown access to information about your social media account (including your username). Please be aware that your relationship with the relevant social media platform is governed solely by your agreement(s) with such third party platform(s)/provider(s) and Molton Brown takes no responsibility for any content posted by you via a social media platform.
- 28) If you choose to submit a product review to earn reward points, any review submitted should contain your honest and truthful opinion on the product(s). Please note that all reviews are subject to moderation and Molton Brown reserves the right not to publish reviews containing, for example, profanities, personal insults or personal information.
- 29) In addition to reward points which can be earned as a part of this Program, customers will receive other benefits depending on their Tier Status. The benefits of each Tier Status are independent of each other (i.e. it is not possible to accumulate benefits from two levels by reaching a new level).
- 30) Reward points are non-transferrable.
- 31) Reward points will remain in your Member account until they are converted into Loyalty Rewards (see further below) or until they expire (which shall be 12 months from the date of issuance), after which time they will no longer be redeemable and will be removed from your account.
- 32) Molton Brown may set a limit on the number of times reward points may be awarded for promotional items on which additional reward points are available. Individual promotions may have different limits as communicated in their specific terms and conditions. Any participation in promotional offers above and beyond what could objectively be considered reasonable consumer behaviour or personal use may be considered an abuse of the Program.
- 33) A Member will not be entitled to points for any Molton Brown gifts they received and later returned if they were not the original purchaser of the items.

## **CONVERTING YOUR REWARD POINTS TO LOYALTY REWARDS**

- 34) You will be able to convert your reward points into Loyalty Rewards if you have at least 150 redeemable reward points available in your member account. 150 reward points will convert to £5, up to £50 reward. The rewards you can earn is illustrated below:
- 150 points = a £5 reward
  - 300 points = £10 reward
  - 450 points = £15 reward
  - 600 points = £20 reward
  - 900 points = £30 reward
  - 1500 points = £50 reward
- 35) To add loyalty rewards to your account, login to your Member account and there will be the option to convert your reward points into loyalty rewards.
- 36) Your loyalty rewards may be spent on the Website or In-Store. Loyalty rewards received from converting reward points will expire after 3 months and cannot be converted back to reward points. There is no cash or other alternative.
- 37) One loyalty reward may be used per transaction.
- 38) Returned orders where loyalty rewards have been used will be reissued to your account as rewards points (which can again be converted into Loyalty Rewards provided you have at least 150 redeemable reward points available in your member account).
- 39) Loyalty rewards are only redeemable in Molton Brown UK stand-alone stores or online via the Website.
- 40) Loyalty rewards cannot be used on gift card purchases, for taxes or state fees, packaging fees, shipping and handling or delivery charges (as applicable).
- 41) Loyalty rewards cannot be used in conjunction with any other promotional codes or discounts, unless otherwise stated by Molton Brown.
- 42) Molton Brown is not responsible for lost, stolen, or expired rewards points or Loyalty rewards.
- 43) Loyalty rewards cannot be applied to previous purchases and are non-transferrable and not for resale.

## **TRANSACTIONAL EMAILS AND POSTAL MARKETING COMMUNICATIONS**

- 44) The Program sends transactional emails related to membership; including but not limited to the following: welcome email; recurring Membership status statements and/or updates; issuance of reward points earned; reminder of upcoming expiration of earned reward points; and upgrade confirmations. By joining the Program, you consent to receiving such transactional emails and if you do not wish to receive these emails, you can let our Customer Services team know.
- 45) Molton Brown may also send Members postal marketing from time to time. You can opt-out of postal marketing at any time by logging into your Member account, navigating to the preference centre and changing your preference under "How would you like to hear from us".

## **PERSONAL INFORMATION**

- 46) Molton Brown will collect, use and otherwise process Member personal data in connection with the Program. For further details on how Molton Brown processes your personal data, please read our Privacy Policy: <https://www.moltonbrown.co.uk/store/privacy-policy>. If Members have any concerns about the processing of their personal data in relation to the Program, Members can contact our Customer Services team.

## **DISQUALIFICATION, CANCELLATION AND WITHDRAWAL**

- 47) Molton Brown may decline to issue, withdraw or cancel reward points (in whatever form) and/or remove a Member from the Program at any time including where Molton Brown has a reasonable belief of any abuse of the Program, any breach of the terms and conditions governing the Program or

any behaviour that involves fraud, theft, misconduct, abusive or offensive behaviour, or supplying false or misleading information. Any points awarded in error may be removed in Molton Brown's sole and absolute discretion.

- 48) Any decision Molton Brown makes relating to termination or suspension of any Member's participation in the Program shall be final and binding in all respects.
- 49) Molton Brown shall be the sole determiner in cases of suspected abuse, fraud, or breach of these Terms and Conditions.
- 50) Molton Brown reserves the right to change, suspend, or terminate the Program or any of its associated Terms (including terms regarding earning points and/or Loyalty Rewards) at any time and in any manner with or without notice. Any subsequent Terms supersede prior versions. Any unused rewards points or unredeemed Loyalty Rewards are forfeited if Membership is cancelled, terminated, or otherwise closed, or upon Program termination.

## **GENERAL**

- 51) Molton Brown is the owner or the licensee of all intellectual property rights in the Program. All logos, brands and trademarks used for the Program are owned by Molton Brown or its affiliates. You must not use these without our prior consent.
- 52) All Terms are applicable to the extent permitted by law.
- 53) If, for any reason, the Program (in whole or in part) in the sole opinion of Molton Brown is not capable of running as planned by reason of, but not limited to, infection by computer virus, worms, bugs, tampering, unauthorised intervention, fraud, technical failures, or any other causes which Molton Brown, in its sole opinion deems could corrupt or affect the administration, security, fairness, integrity or proper conduct of this Program, Molton Brown may cancel, terminate, modify or suspend the Program and/or proceed with the Program in a manner deemed by it, in its sole discretion to be fair, appropriate and consistent with the spirit of these Terms and Conditions.
- 54) Molton Brown reserves the right to terminate or temporarily suspend the Program at any time, for any reason, with or without notice, even though termination may affect Members' ability to accrue or use their points.
- 55) These terms shall be interpreted in accordance with laws of England and Wales without regard to its conflicts of laws provisions to the extent that the application of the laws of another jurisdiction would be required thereby. The waiver of any provision of the terms must be made in writing and any such waiver will not be considered a waiver of any other provision or of Molton Brown's right to require strict observance of each of the Terms herein.
- 56) If any provision of these terms is found to be void, unenforceable or invalid for any reason, that provision will be severable, and all other provisions will remain in full force and effect.
- 57) These terms constitute the entire agreement between us relating to your use of the Program.
- 58) For the avoidance of doubt, any advice or actions of our staff that is contrary to these terms and conditions will not have the effect of changing these terms and conditions.