

## **BR Points Loyalty Program – Terms & Conditions Effective Date: 1<sup>st</sup> November, 2021**

PLEASE READ THESE TERMS OF USE CAREFULLY. BY ACCESSING OR PARTICIPATING IN THE BR POINTS LOYALTY PROGRAM, YOU AGREE TO BE BOUND BY THESE TERMS OF USE AND ALL TERMS INCORPORATED BY REFERENCE.

**IF YOU PARTICIPATE IN THE BRREWARDS PROGRAM, YOU ARE AGREEING TO ALL THE TERMS LISTED HEREWITH AND ON OUR WEBSITE. IF YOU DO NOT AGREE TO THESE TERMS OF USE, DO NOT PARTICIPATE IN THE BR POINTS LOYALTY PROGRAM OR DO NOT USE THE WiFi AT OUR LOCATIONS.**

1. These Terms of Use apply to your access to, and participation in, the BR Points Loyalty Program (“BRRewards”) which is operated by Mombasa Blue Room Limited or its respective subsidiaries, licensees and affiliated companies in Kenya. These Terms of Use do not alter in any way the terms or conditions of any other agreement you may have with Blue Room and other participating retailers, for other products and services.

2. Unless otherwise required by law, Blue Room reserves the right to change, modify and/or eliminate BRRewards and/or all or any portion of these Terms of Use or any policy, FAQ, or guideline pertaining to BRRewards in accordance with this provision in its sole discretion. In the event these Terms of Use are amended, we will post the amended terms and conditions on our website. If the amendment entails an increase in your obligations or a reduction in our obligations, you may refuse the amendment and rescind, or cancel your participation in BRRewards without cost, penalty or cancellation indemnity, by sending us notice to that effect no later than thirty (30) days after the amendment comes into force, at the address or email address indicated in the notice. Your continued participation in BRRewards following any applicable notice period confirms your acceptance of these Terms of Use and any such changes or modifications; therefore, you should review these Terms of Use and applicable policies and FAQs frequently to understand the terms and conditions that apply to BRRewards. **If you do not agree to the Terms of Use, you must stop participating in BRRewards.**

3. The BRRewards program is intended for personal use only. Commercial use is prohibited. This program is not targeted towards, nor intended for use by, anyone under the age of 13. If you are between the ages of 13 and the age of majority in your jurisdiction of residence, you may only use BRRewards under the supervision of a parent or legal guardian who agrees to be bound by these Terms of Use.

4. BRRewards is one way in which Blue Room endeavors to reward and thank loyal customers for patronizing their business. Members of BRRewards are able to earn and accumulate “Points” that can be redeemed for BRRewards benefits, also known as “Rewards,” at participating Blue Room locations in Kenya.

### **5. JOINING BR REWARDS**

Enrolling in BRRewards and beginning to accumulate Points is easy.

- i. Visit <https://www.blueroom.co.ke/br-rewards> and register.
- ii. The registration process may require that you provide the following information: username, password, email address (required in order to receive all eligible Rewards), physical address, telephone number, birthday, name, and marketing preferences.

## 6. EARNING POINTS

- i. The benefits that are available to you through BRRewards are based on the number of “Points” that you earn. You can earn Points by making qualify-able purchases at participating locations.
- ii. Earn 5 points for every KES 100 you spend
- iii. Get 100 points just for signing up (1<sup>st</sup> time members)
- iv. Get double points on your birthday
- v. You need to show your digital card to earn or redeem points
- vi. If you do not make a purchase within 6 months, all your points expire
- vii. Always check your receipt before you leave to ensure your points have been awarded. It will be indicated at the bottom of the receipt. If points indicated are not reflected on your receipt, please inform your server immediately before you leave the premises.
- viii. It is your responsibility to ensure that you provide us with your digital card before you cash out your bill in order to earn points. If you forget to do so or if our server forgets, we cannot credit your account with points on a later date or time.
- ix. You cannot earn or redeem points for take-out and delivery orders at the moment.
- x. Points will not be awarded for orders placed on 3<sup>rd</sup> party ordering platforms such as, but not limited, to Glovo, Uber Eats and so on.
- xi. Points will not be awarded for Wholesale, corporate or customers who have any credit facilities with Blue Room or to customers who enjoy special pricing or discounts.
- xii. Points will only be awarded when payment is received on the same day as the order delivered. Points will not be awarded on late payment.

## 7. REDEEMING POINTS

- i. You can redeem points and get discounts for eligible menu items (some restrictions may apply)
- ii. Get a discount of up to 50%\* off your purchase when you use your points.  
1 point = KES 1 discount.
- iii. You need to show your digital card to earn or redeem points
- iv. You can redeem points for discount only once per day
- v. You can redeem points for discount for maximum of 50% of your bill
- vi. It is your responsibility to ensure that you provide us with your digital card before you cash out your bill in order to redeem points for discount. If you forget to do so, we cannot process a points discount on a later date or time.
- vii. Points may not be processed for discount for orders placed on 3<sup>rd</sup> party ordering platforms such as, but not limited, to Glovo, Uber Eats and so on.
- viii. Points cannot be redeemed for Wholesale, corporate or customers who have any credit facilities with Blue Room or to customers who enjoy special pricing or discounts.

### Example – 1:

- a. Say you have a balance of 100 points on your card. You then make a purchase of KES 5,000. Show your Digital BR Points Loyalty Card and we'll scan it and award you 250 points (5000 x 5%). Your total points balance will now be 100 + 250 = 350 points.

- b. Say that the next time you visit Blue Room, and you decide to make a purchase of KES 300 and use your points to get a discount.
- c. You can get a discount of maximum KES150 on your bill – i.e. 50% of KES 300. So you would pay KES 150 and use 150 points to get a discount of KES 150.
- d. You will use 150 points and get an additional 8 points ( $150 \times 5\%$ ) for the KES 150 you paid. So your new points balance will be  $350 - 150 + (150 \times 5\%) = 200 + 8 = 208$  points.
- e. If you want, you can just wait and keep accumulating points until you are ready to redeem them for a discount.

Example – 2:

- a. Say you have a balance of 100 points on your card. You then make a purchase of KES 5,000. Show your Digital BR Points Loyalty Card and we'll scan it and award you 250 points ( $5000 \times 5\%$ ). Your total points balance will now be  $100 + 250 = 350$  points.
- b. Next time you visit Blue Room, you decide to make a purchase of KES 800.
- c. You decide to use your points and so you can get a maximum discount of KES350 on your bill since you have 350 points (which is less than 400 – i.e. 50% of 800). Therefore you use 350 points as discount and pay KES 450.
- d. Your new points balance will be  $5\% \times 450 = 22$  points.

You choose how many points you want to redeem for discount – to a maximum of 50% of your bill. If you want, you can just wait and keep accumulating points until you are ready to redeem them for a discount.

## 8. General Conditions

- i. Points accumulated under the program are promotional and have no cash value. Point minimums apply for redemption. Upon redemption, customer is responsible for all taxes, delivery charges and delivery minimums that may apply.
- ii. You may only redeem points once per day, regardless of the number of points you may have.
- iii. You may only earn points on items that you have personally purchased. You may not earn points for purchases made by other people.
- iv. Your Points, Rewards, registered BR Points Loyalty Cards, and your account under BRRewards are personal to you and may not be sold, transferred or assigned to, or shared with, family, friends or others, or used by you for any commercial purpose. You may have only one (1) BR Points account that is personal to you.
- v. Without notice to you, Blue Room reserves the right to suspend any BR Points Card and/or terminate your account and/or your participation in BRRewards if Blue Room determines in its sole discretion that you have violated these Terms of Use, you have more than one (1) account, or that the use of your account is unauthorized, deceptive, fraudulent or otherwise unlawful. Blue Room may, in its sole discretion, suspend, cancel or combine accounts that appear to be duplicative. In the event that your participation in BRRewards is terminated, then all accumulated Points in your account are void.

- vi. Without notice to you, Blue Room also reserves the right to “unregister” and make ineligible for the BRRewards program any Blue Room Card or account that has been inactive for 2 (two) years, unless otherwise required by law. Inactive is defined as no Points earned. In the event that your BR Rewards Card or account is unregistered or rendered inactive, then all accumulated Points in your account are void.
- vii. If you do not make a purchase within 6 months, all your points expire
- viii. Blue Room reserves the right to terminate, discontinue or cancel the BRRewards program at any time and in its sole discretion without notice to you.
- ix. Any employee of Mombasa Blue Room Ltd or their family members (which includes parents, step-parents, children, step-children, brother, sister, half-brother, half-sister, husband, wife) are NOT permitted to participate in the BR Points Loyalty Program.

## 9. Privacy Statement

Please read below to understand how Blue Room collects, uses and discloses information about customers and how to update or change your personal information and how we communicate with you.

i. You may re-register at Visit <https://www.blueroom.co.ke/br-rewards> to change any personal information you want to share.

ii. Blue Room and its participants may offer BRRewards members early or extended access to special menu items or discounts. We do this by sending you promotional and marketing offers via email, SMS, Whatsapp, Push notifications or any digital medium that becomes available, or by physical mail.

iii. By joining the BRRewards Program, you agree to opt-in to receive promotional and marketing offers from Blue Room and may be required to provide a valid email, telephone and physical address in order to receive your special offers.

iv. Promotional and marketing offers may be sent from Blue Room on behalf of its partners or sponsors. These offers may be customized based on purchase behaviors and preferences. Offers may include periodic discounts on food, beverages and merchandise, or the opportunity to earn “bonus” Points. Offers may have certain restrictions including expiration dates and short, time-limited redemption periods.

v. Offers are personal to you and cannot be shared, copied or transferred. Read each offer carefully for specific details, expiration dates, limitations and restrictions, and to learn when bonus Points will be awarded to your account. Other communication may include birthday wishes, holiday wishes, communication of new information regarding Blue Room and its affiliations.

vi. You should not become a member of our loyalty program if you do not wish to receive such communication from Blue Room.

If the BRRewards program is discontinued, all points earned will be voided and the BRRewards program will be considered to have ended. Blue Room reserves the right to discontinue or modify BR Rewards at any time, at its sole discretion without informing the BRRewards members.

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