

**BR Rewards – Terms & Conditions**  
**Effective Date: 18<sup>th</sup> September, 2017**

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

**IF YOU DO NOT AGREE TO THESE TERMS OF USE, DO NOT PARTICIPATE IN THE BLUE ROOM REWARDS PROGRAM OR DO NOT USE THE WiFi AT OUR LOCATIONS.**

1. These Terms of Use apply to your access to, and participation in, the Blue Room Rewards program (“BRRewards”) which is operated by Mombasa Blue Room Limited, and participating by Grill House (Red Terrace Ltd) or their 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 and other participating retailers, 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 retailers in Kenya. Unfortunately, not all stores have the ability to award Points or honour Rewards at this time. A maximum of 500 points can be redeemed per person per day.

## **5. JOINING BR REWARDS**

- i. Enrolling in BRRewards and beginning to accumulate Points is easy.
- ii. Visit any Blue Room or Grill House location, register with one of our team members, and you'll receive a link via SMS with your personalized digital Membership Card.
- iii. 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.

Unless prohibited by law, previously earned Points may expire as described below.

## **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. You will earn Points based on the value of your purchase at the rate of one (1) Points for every Fifty Kenya Shillings (KES 50) you spend using your registered Blue Room Card. Some exclusions may apply. Taxes, tips, donations, and fees, including without limitation, shipping and handling fees, gift wrapping fees, delivery fees, and bag fees, may also be excluded and ineligible for Points accrual. Points may be earned and awarded in fractional amounts depending on the value of your purchase.
- iii. Generally, Points for qualifying purchases from participating stores are automatically added to your account within twenty-four (24) hours. From time to time, we, or others acting with our permission, may offer you special promotions that offer you "Promotional Points." Promotional Points, such as "bonus" Points, will be awarded as described in the applicable promotional offer and will be subject to any additional terms set forth in the promotional offer.
- iv. If you void a purchase, Blue Room will deduct the Points that you were awarded for that purchase, potentially resulting in a negative Points balance on your account.
- v. It is your responsibility to ensure that your points have been awarded for your purchase on the day of your visit. Please review your balance immediately after your purchase on your card. We cannot provide points for previous days.

## **7. BR REWARDS LEVELS**

- i. By opening an account and registering a BR Rewards Card, you will be automatically enrolled in BRRewards at the BLUE Level.
- ii. To maintain all benefits of the BLUE Level, you must earn at least one (1) new Point during each consecutive 6-month period following your enrollment date. If you do not earn at least one (1) new Point in each 6-month period, your Points balance will automatically reset to zero (0) and you may no longer be eligible to receive BRRewards benefits. Points expire six (6) months after the calendar month in which they earned unless prohibited by law. For example, if you earn Points on May 15, 2017, they will expire on December 1, 2017, unless otherwise required by law.
- iii. You can view and track your Points balance and available Rewards on your unique url provided to you when you registered for the BRRewards Program. Blue Room reserves the right to change the number of benefit levels and to change the benefits and Rewards associated with each level in its sole discretion at any time.

## **8. BLUE CARD REWARDS**

- i. By registering for BRRewards, you are automatically entered into the “BLUE Level” of BRRewards. Rewards may include:
- ii. Double-Points Days. You are eligible for one (1) Double-Points Day once each calendar month beginning no later than five (5) weeks after you reach the Gold Level. Blue Room will notify you of your designated Double-Point Day each month which may vary from month to month and will be personalized and selected by Blue Room for you. You must 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 notice of your designated day each month. On your designated Double-Points Day, the number of Points you earn using your registered Blue Room Card will be multiplied by two (2). Blue Room reserves the right to exclude certain products and merchandise from Double-Points Day eligibility.
- iii. Birthday Reward. You will receive one (1) complimentary surprise food or beverage.
- iv. To qualify for the birthday Reward, you must join BRRewards at least seven (7) days before your birthday. The complimentary birthday Reward may be redeemed at participating stores.
- v. Your complimentary birthday Reward will be automatically added to your account approximately two (2) days prior to your birthday. The offer for the free birthday Reward expires the day after your birthday. You must present your BRRewards Card to your server at a participating store in order to redeem your Reward and receive your complimentary birthday item. You will receive only one (1) birthday Reward

regardless of the number of BRReward Cards that you have registered to your account.

- vi. If you have provided Blue Room with a current, valid email address, you may receive a reminder email from Blue Room approximately one (1) to two (2) days prior to your birthday (that is, the birthday date of record that you provided in your Blue Room account information) indicating that your Reward is available to you. You can check to see if your birthday Reward is available by accessing your BRRewards Digital Membership Card.
- vii. Your birthday Reward email notification may also include a coupon code for discount off the retail price of a single item at Blue Room. This coupon code will expire after thirty (30) days and cannot be combined with other offers or discounts. Some restrictions may apply.

## **9. GOLD LEVEL REWARDS**

- i. After you earn four hundred (400) Points in a 30 day period, you reach the “Gold Level”.
- ii. Gold Level points expire six (6) months after the calendar month in which they earned unless prohibited by law. For example, if you earn Points on May 15, 2017, they will expire on December 1, 2017, unless otherwise required by law. Gold Level Rewards may include:
- iii. Gold Card members receive all benefits of BLUE Card members but have Special Rewards which are not available for BLUE card members - such as any hot drink or any main meals.
- iv. If you fail to maintain your Gold Level status, you may continue to use your personalized gold coloured BR Card, but it will not convey any Gold Level benefits until you earn enough Points to reach the Gold Level again.

## **10. 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 one reward 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 Reward 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) Blue Room Rewards account that is personal to you.
- v. Without notice to you, Blue Room reserves the right to suspend any BR Reward 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 two (2) consecutive 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.

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.

## **11. 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 visit your unique url linked to your membership card 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, 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

Blue Room reserves the right to discontinue or modify BR Rewards at any time, at its sole discretion without informing the BR Rewards members.

## **Wi-Fi User Terms & Conditions**

This is a free Hotspot wireless internet Service (the “Service”) provided by Blue Room for use by customers of Blue Room. All users are required to log-in individually as an independent user.

### 1. Our agreement

1.1 This agreement applies from when we accept your request for Service. Please read the terms carefully before activating Service with us.

1.2 By using and/or activating Service with us and/or clicking the accept button on the login/registration page you agree to be bound by this agreement. If you do not agree to the terms of the agreement, do not use the Service.

1.3 We may modify the agreement at any time. In accordance with clause 1.2, use of the Service constitutes acceptance of the agreement current at that point in time.

1.4 These Terms and Conditions do not alter in any way the terms or conditions of any other agreement you may have with Blue Room for products, services or otherwise. This agreement contains disclaimers and other provisions that limit our liability to you.

### 2. Providing services

2.1 You are responsible for providing all hardware and other equipment required to access and use the Service (a “Unit”). We recommend an 802.11b or above-compatible computer, computer card, and/or device to access the Service. You are responsible for ensuring the compatibility of your Unit with the Service. The availability and performance of the Service is subject to all memory, storage and other Unit limitations.

2.2 Service is available to your Unit only when it is within the range of our Wireless LAN.

2.3 All services are provided on an “as is” basis. We do not warrant that the Service is fault free or fit for any particular purpose, or that our system is secure. You assume all responsibility and risk for use of the Service.

2.4 We will always try to make the Service available, but it may be interrupted, limited or curtailed due to maintenance and repair work, transmission or equipment limitations/failures, collocation failures or due to an emergency. We are not responsible for data, messages or pages that you may lose or that become misdirected because of interruptions or performance issues with the Service.

2.5 We reserve the right to immediately and without notice, suspend your access to the Service if we suspect that you are transmitting a virus (or any other manipulating program capable of modifying other programs and replicating itself).

2.6 Network speed is no indication of the speed at which your Unit connected to the Service sends or receives data. Actual network speed will vary based on Unit configuration, compression and network congestion. The accuracy and timeliness of data sent or received is not guaranteed and you accept that delays or omissions may occur.

2.7 We do not warrant that any particular virtual private network will be compatible with the Service.

2.8 We will not supply any software to you in connection with the Service. If you use software packages, applications or configurations then you accept the risk of any failure of the Service resulting from the use of such software packages, applications or configurations.

### 3. Use of the Service

3.1 The Service is made available provided:

(a) You do not use the Service for anything unlawful, immoral or improper;

(b) You do not use the Service to make offensive or nuisance communications in whatever form. Such usage includes posting, transmitting, uploading, downloading or otherwise facilitating any content that is unlawful, defamatory, threatening, a nuisance, obscene, hateful, abusive, harmful (including but not limited to viruses, corrupted files, or any other similar software or programs), a breach of privacy, or which is otherwise objectionable;

(c) You do not use the Service to harm or attempt to harm minors in any way;

(d) You do not act nor knowingly permit others to act in such a way that the operation of the Service or our systems will be jeopardized or impaired;

(e) You do not use abusive or threatening behavior towards other users of the Service, members of our staff or any person in the vicinity of a Wireless LAN Hotspot;

(f) You do not use the Service to access or use content in a way that infringes the rights of others;

(g) The Service is used in accordance with any third party policies for acceptable use or any relevant internet standards (where applicable).

3.2 You agree not to resell or re-broadcast any aspect of the Service, whether for profit or otherwise. You accept that your entitlement to use the Service is for your personal use only and that you shall not be entitled to transfer your entitlement to use the Service to any other person or allow any other person to make use of the Service or of any username or password or your Blue Room's BRRewards number or other entitlement supplied to you in connection with the Service.

3.3 You also agree not to modify the Unit or use the Service for any fraudulent purpose, or in such a way as to create damage or risk to our business, reputation, employees, subscribers, facilities, third parties or to the public generally.



3.4 You have no proprietary or ownership rights to any username or password or to a specific IP address, or e-mail address assigned to you or your Unit. We may change such addresses at any time or deactivate or suspend Service to any address without prior notice to you if we suspect any unlawful or fraudulent use of the services.

#### 4. Content disclaimer

4.1 Blue Room does not control, nor is it in any way liable for, data or content that you access or receive via the Service. The Internet contains unedited materials, some of which may be sexually explicit or offensive to you. Whereas Blue Room use efforts to restrict such content Blue Room has no control over and accepts no responsibility for such materials.

4.2 Blue Room is not a publisher of third-party content that can be accessed through the Service and is not responsible for any opinions, advice, statements, services or other information provided by third parties and accessible through the Service. You are responsible for evaluating such content.

4.3 It is your responsibility to evaluate the value and integrity of goods and services offered by third parties accessible via the service. Blue Room will not be a party to nor in any way be responsible for any transaction concerning third party goods and services. You are responsible for all consents, royalties and fees related to third party vendors whose sites, products or services you access, buy or use via the Service.

4.4 Blue Room does not guarantee the accuracy, completeness or usefulness of information that is obtained through the Service.

4.5 If you choose to use the Service to access web sites or content provided by third parties or purchase products from third parties, then your personal information may be available to the third-party provider. The way third parties handle and use your personal information related to the use of their services is governed by their policies and Blue Room has no responsibility for their policies, or third parties' compliance with them.

4.6 Blue Room is providing this Service to customers free of charge, and is intended to support general web browsing activities. Due to limited bandwidth and to ensure a consistent experience for all customers, our Wi-Fi does not support high-bandwidth actions such as streaming music, streaming video or downloading large files.

#### 5. Fair Usage

To ensure the provision of a quality of Service to all our customers and to ensure that the behavior of some does not disadvantage the majority of our customers, you agree to abide by any fair use policy which we may apply.

#### 6. Security

6.1 The registration process requests that you provide a username and a password, or BRRewards card details which must be used in order to access the Service. As stated in sections 3.2 and 3.3 your username and password or your BRRewards Card number are personal to you and are not transferable. You must treat your username and password or BRReward Card Number as confidential and you must not disclose such detail to a third party. All information provided to us by you during the registration process shall be true and accurate and will be relied upon by us for the provision of the Service.

6.2 You are solely responsible for all use of and for protecting the confidentiality of your username and password or your BRRewards Card number. You are responsible for all activities that occur under your registration. Any breach of security of a username and password or your BRRewards Card number should be notified to us immediately. We have the right to disable your username and/or password or your BRRewards Card number at any time if in our opinion you have failed to comply with any of the provisions of these Terms and Conditions.

## 7. Disclaimer of Warranties

THE SERVICE IS PROVIDED ON AN "AS IS" BASIS AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE WHICH ARE EXPRESSLY DISCLAIMED. YOU ASSUME ALL RESPONSIBILITY AND RISK FOR USE OF THE SERVICE. BLUE ROOM DOES NOT AUTHORIZE ANYONE TO MAKE A WARRANTY OF ANY KIND ON OUR BEHALF AND YOU SHOULD NOT RELY ON ANY SUCH STATEMENT. NEITHER WE NOR OUR OFFICERS, DIRECTORS, EMPLOYEES, MANAGERS, AGENTS, DEALERS, SUPPLIERS, PARENTS, SUBSIDIARIES OR AFFILIATES WARRANT THAT THE INFORMATION, PRODUCTS, PROCESSES, AND/OR SERVICES AVAILABLE THROUGH THE SERVICE WILL BE UNINTERRUPTED, ALWAYS AVAILABLE, ACCURATE, COMPLETE, USEFUL, FUNCTIONAL OR ERROR FREE.

## 8. Limitation of Liability

EVEN IF BLUE ROOM HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES, WE WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES ARISING FROM USE OF THE SERVICE, INCLUDING WITHOUT LIMITATION: PUNITIVE, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, LOSS OF PRIVACY OR SECURITY DAMAGES; PERSONAL INJURY OR PROPERTY DAMAGES; OR ANY DAMAGES WHATSOEVER RESULTING FROM INTERRUPTION OR FAILURE OF SERVICE, LOST PROFITS, LOSS OF BUSINESS, LOSS OF DATA, LOSS DUE TO UNAUTHORIZED ACCESS OR DUE TO VIRUSES OR OTHER HARMFUL COMPONENTS, COST OF REPLACEMENT PRODUCTS AND SERVICES, THE INABILITY TO USE THE SERVICE, THE CONTENT OF ANY DATA TRANSMISSION, COMMUNICATION OR MESSAGE TRANSMITTED TO OR RECEIVED BY YOUR DEVICE, ACCESS TO THE WORLD WIDE WEB, THE INTERCEPTION OR LOSS OF ANY DATA OR TRANSMISSION, OR LOSSES RESULTING FROM ANY GOODS OR

SERVICES PURCHASED OR MESSAGES OR DATA RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH THE SERVICE.

#### 9. Class Action Waiver

WHETHER IN COURT, SMALL CLAIMS COURT, OR ARBITRATION, YOU AND WE MAY ONLY BRING CLAIMS AGAINST EACH OTHER IN AN INDIVIDUAL CAPACITY AND NOT AS A CLASS REPRESENTATIVE OR A CLASS MEMBER IN A CLASS OR REPRESENTATIVE ACTION.

#### 10. Termination

We can cancel this agreement immediately if any of the following happens:

(a) You break an important condition of this agreement or a number of less important conditions as determined by Blue Room.

#### 11. General

11.1 You agree to indemnify us against any claims, demands, actions liabilities, costs or damages arising out of your use of the Service including any material that you access or make available using the Service, or violation of the agreement, including but not limited to use of the Service by you (or permitted by you) involving offensive or illegal material or activities that constitute copyright infringement. You furthermore agree to pay our reasonable legal fees and experts' costs arising out from any actions or claims hereunder.

11.2 You agree to protect your username and password or your BRRewards Card number. You are responsible for any usage of your account. If you become aware of any unauthorized or fraudulent usage of the Service via your account, you should notify us immediately.

11.3 You may not transfer or try to transfer any of your rights and responsibilities under this agreement without our consent. We may transfer our rights and responsibilities to any third party without your permission.

11.4 The laws applicable to the interpretation of these Terms and Conditions shall be the laws of the Republic of Kenya without reference to its conflict of law provisions.

11.5 This agreement shall not confer any benefit on a third party

11.6 If any provision of these Terms and Conditions shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

11.7 We reserve the right to amend these terms and conditions at any time.