

eskandar club Loyalty Scheme Terms and Conditions - USA

1. These Terms and Conditions (the 'Terms') govern the eskandar club Loyalty Scheme (the 'Loyalty Scheme'), and your use of the Loyalty Scheme club card (the 'Loyalty Card'), and the associated collection of points, rewards of any gift cards or vouchers or any other offers relating to the Loyalty Scheme.
2. These Terms set out the agreement between eskandar Ltd ('eskandar') and you, the customer.
3. The Loyalty Scheme is open to all persons aged 18 and over, excluding any employees and any other individuals identified by eskandar.

The Card

4. By signing or using the Loyalty Card you agree to be bound by these Terms (as may be amended from time to time). The Loyalty Card is non-transferable and remains the property of eskandar. It is not a cheque guarantee, debit or credit card, but can be used to collect eskandar Loyalty Scheme points ('Points') which are awarded only when purchases of qualifying goods are made at the following eskandar stores located in the United States (each, an 'eskandar US Store').

eskandar New York: 33 East 10th Street, New York, NY 10003. Telephone: +1 212 533 4200
eskandar Los Angeles: 8816 Melrose Avenue, Los Angeles, CA 90069. Telephone: +1 310 246 9800
eskandar Chicago: 70 East Walton Street, Chicago, IL 60611. Telephone: +1 312 649 6080

5. You are entitled to apply for one Loyalty Card at a time and each Loyalty Card may be used at any eskandar US Store. For the avoidance of doubt, Points earned on Loyalty Cards are not transferable to any other card (gift or otherwise) issued by eskandar.

Points

6. Points will be awarded on qualifying purchases (whether the customer purchases at an eskandar US Store in person or over the phone).
7. Customers participating in the Loyalty Scheme will earn points for every \$1 spent at an eskandar US Store. Silver Tier members will earn 1 point for every \$1, Gold Tier members will earn 2 points for every \$1 and Platinum Tier members will earn 3 points for every \$1. Points earned will be turned into credit on your account at the prevailing eskandar exchange rate, at the time of purchase. Currently, 100 Points equates to \$1 though this rate is subject to change. Any changes to the credit earned will be posted on eskandar's website (www.eskandar.com).
8. Payments made against deliveries or shipping costs relating to your purchases will be excluded and do not earn Points. Purchases of gift cards are excluded and do not earn Points. Selected collections, products, and lines may not be eligible for Points and may be excluded from the Loyalty Scheme. This will be indicated at the time of purchase. eskandar reserves the right to amend these exclusions from time to time.
9. The Loyalty Card must be presented at the point of sale at any eskandar US Store for qualifying goods or at the time of the redemption of existing Points in order for the Points to be added to the Loyalty Card or redeemed. The Points accrued can only be used by the account holding person of the Loyalty Card. Points may not be exchanged for cash.
10. In the event you receive a refund or any adjustment is made in respect of the purchase of eskandar goods which attracted Points, all Points earned which related to the refunded purchase or the adjustment on this purchase will be deducted from the Loyalty Card.
11. Points are earned and may be accumulated on purchases made between January 1st to December 31st in each year. Points accumulated between this period must be redeemed either during this period or at any time up to March 31st of the subsequent year. Points not used before April 1st of the subsequent year are forfeited. You can redeem Points at any time throughout the year as long as your account is in credit. eskandar reserves the right to exclude from time to time merchandise in respect of which Points may not be redeemed.
12. Points earned after January 1st of the subsequent year will not be added to the Points from the previous year but instead the Loyalty Card will hold two balances until March 31st (i.e. one for the current year (January 1st to December 31st) and one for the previous year which must be used before April 1st.)

Loyalty Scheme Tier Levels

13. Your annual spend in all eskandar US Stores will be assessed by eskandar on an on-going basis and you will be entitled to benefits according to the Loyalty Scheme tier for which you qualify. eskandar operates three tiers of benefits, further details of which are available on the eskandar website. Your applicable tier level will depend on your annual spend. As a Loyalty Card holder you will start at the tier level that relates to your spend level at your joining date. eskandar will notify you as and when you are invited to join a higher tier level based on your level of spend in that year. Each tier carries a number of benefits as set out at www.eskandar.com. When moving to a higher tier level you will enjoy the level of benefits reserved to this level but only as from the date we notify you of your upgrade to the next tier level. Benefits associated with each tier are not retrospective in effect. On January 1st of each year, you will automatically belong for the next 12 month period to the Loyalty Scheme tier you had reached in the previous year based upon your level of spend in that year. For the avoidance of doubt, if despite the tier level you belonged to in the previous year, your level of spend during that calendar year has not reached the minimum required to remain at the same tier level you will be notified of the new tier level to which you will belong.

Loss of the Loyalty Card

14. Points cannot be transferred from one Loyalty Card to another, unless your Loyalty Card has been lost or stolen and an eskandar US Store has been promptly informed in writing, at which point another account will be set up and the Points transferred to a new Loyalty Card. It is your responsibility to promptly inform an eskandar US Store by email or in writing of any lost/stolen Loyalty Cards and eskandar will not be held responsible for any unauthorised use prior to being notified by you.

15. Please note any free gifts offered under the Loyalty Scheme are offered at the discretion of eskandar and are subject to availability. A similar value gift may be substituted, at eskandar's discretion and any free gift offer may be withdrawn at any time.

Change of Address

16. It is your responsibility to notify eskandar of any change of address. eskandar cannot be held responsible for any Loyalty Cards or gift vouchers once these have been sent or issued and is not responsible for delayed or undelivered mail.

Misuse/Fraud

17. eskandar may refuse to authorise the issue of reward vouchers and/or redeem vouchers or points which have been issued if eskandar considers the Loyalty Scheme is being used fraudulently or otherwise misused.

Termination/Revision of Terms

18. eskandar reserves the right to withdraw, amend or cancel the Loyalty Scheme, your Loyalty Card, or these Terms and Conditions at its sole discretion any time, with or without notice to you. eskandar will not be held liable for any resulting loss or damage. For an up-to-date version of these Terms and Conditions, please refer to the website (www.eskandar.com) or ask in-store. You will be deemed to have accepted any changes or variations by your continued use of the Loyalty Card.

19. Members are personally responsible for any and all costs, charges, claims, liabilities or tax liabilities or any other fees of whatever nature arising from their membership of the Loyalty Scheme.

20. In relation to your personal data, eskandar Ltd (the holding company of the eskandar group) is the data controller and is responsible for handling and storing your personal data. We will use the information you supply on the Loyalty Scheme enrollment form, together with the information relating to your transactions, purchases and participation in the Loyalty Scheme for the purposes of administering the Loyalty Scheme and statistical analysis. We will never give your personal data to anyone outside the eskandar group without your consent. By completing the Loyalty Card application form (and ticking the box provided), you consent to us using the data supplied for marketing purposes to send you news of special events, offers, promotions and catalogues either by post or email if you have provided this information. If you do not want to receive such updates and information or wish to change the way this information is communicated to you or wish to update your contact information at any time, then please write to us at any eskandar US Store at the addresses listed above or update your details and preferences in any eskandar US Store. You may also email us at: NYCretail@eskandar.com, LARetail@eskandar.com or chicagoetail@eskandar.com

21. If there is any difference between these Terms and Conditions and any other documentation that may be issued in respect of the Loyalty Scheme, the version of these Terms and Conditions as posted on www.eskandar.com and as updated from time to time will prevail.

22. These Terms do not affect any statutory rights that you may have.