

eskandar club Loyalty Scheme Terms and Conditions

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 '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 London 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 Card you agree to be bound by these Terms (as may be amended from time to time). The 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 eskandar store where the Card was issued (the 'Issuing Store').

5. You are entitled to apply for one Card per eskandar store as each Card can only be used in the Issuing Store. For the avoidance of doubt, Points earned on Cards issued at one eskandar store are not transferable to any other Card and Points are not cumulative. Each Card is subject to the specific terms and conditions applicable to the store where the Card was issued.

Points

6. Points will be rewarded at the Issuing Store at the point of purchase on qualifying purchases (whether the customer is at the Issuing Store in person or over the phone).

7. Customers participating in the Loyalty Scheme will earn points for every £1 spent at the Issuing 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, 100 Points currently equates to £1 though this rate is subject to change. Any changes to the credit earned will be notified 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 and will aim to give the customer reasonable notice of any changes in its Points policy by email or in store.

9. The Card must be presented at the point of sale in the Issuing Store for qualifying goods or the time of the redemption of existing Points in order for the Points to be added to the Card or redeemed. The Points accrued can only be used by the account holding person at the Issuing Store. eskandar will not exchange points 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 Card.

11. Points are earned and may be accumulated on purchases made between 1st January to 31st December in each year. Points accumulated between this period must be redeemed either during this period or at any time up to 31st March of the subsequent year. Points not used before 1st April of the subsequent year are lost. 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 1st January of the subsequent year will not be added to the Points from the previous year but instead the Card will hold two balances until 31st April (i.e. one for the current year (1st January to 31st December) and one for the previous year which must be used before 1st April.)

Loyalty Scheme Tier Levels

13. Your annual spend in the Issuing Store 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 operate 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 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 the 1st of January of each year, start date of the next loyalty card 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 Card

14. Points cannot be transferred from one Card to another, unless your Card has been lost or stolen and the Issuing Store has been promptly informed in writing, at which point another account will be set up and the points transferred to a new card. It is your responsibility to promptly inform the Issuing Store by email or in writing of any lost/stolen 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 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 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 Card, or these Terms 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, 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 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 scheme.

Personal Data

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 enrolment 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 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 eskandar, 134 Lots Road, London, SW10 0RJ or update your details and preferences in-store.

21. If there is any difference between these Terms and any other documentation that may be issued in respect of the Loyalty Scheme, the version of these Terms 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.