

IMBALIE REWARDS PROGRAMME TERMS AND CONDITIONS

1. DEFINITIONS

- 1.1. "Home Salon" means the salon where the membership in the Imbalie Rewards Programme is activated.
- 1.2. "Imbalie Rewards Programme" means the customer loyalty Programme aimed at customers of Imbalie across the Placecol, Dream Nails Beauty and Perfect 10 salons.
- 1.3. "Imbalie" means Imbalie Beauty Limited or its successors or assigns.
- 1.4. "Member" means the member of the Imbalie Rewards Programme".
- 1.5. "Relevant Imbalie Billing" means all revenue accruing to Imbalie including revenue from purchases net of discount.
- 1.6. "Points" means points awarded to a member for purchasing the services and/or products offered by Imbalie on eligibly spends or its Service Partners as specified in the Programme from time to time.
- 1.7. "Programme" shall mean the Imbalie Rewards Programme.
- 1.8. "Service Partners" mean partners, as notified by Imbalie from time to time, which offer services relating to the execution of the Imbalie Rewards Programme.
- 1.9. "Rewards" are the rewards (Own or otherwise), as notified by Imbalie from time to time, available to members in exchange for points.
- 1.10 "Imbalie Rewards Member Service Centre" is the service centre available toll free on 0861 11 22 22 or rewards@imbaliebeauty.co.za (during office hours: 08h30 to 16h30) for members' queries relating to the Imbalie Rewards Programme.

2. GENERAL TERMS AND CONDITIONS

- 2.1. The Imbalie Rewards Programme terms and conditions are governed by the laws of the Republic of South Africa and will be restricted to the jurisdiction of the South African High Court.
- 2.2. Imbalie Rewards Programme membership and its benefits are offered at the sole discretion of Imbalie.
- 2.3. All interpretations of the Programme's rules shall be at the sole discretion of Imbalie.
- 2.4. Imbalie reserves the right to add, modify or delete or otherwise change any of the rules, conditions, benefits, rewards or reward levels pertaining to the Programme.
- 2.5. The Imbalie Rewards Programme does not have any predetermined termination date and may continue until such time as Imbalie decides to terminate it at any point in time, with or without notice. Members, however, will be given 3 months' notice from the date of termination to redeem a desired reward.

- 2.6. The Programme and any of its benefits, or the like relating to the Programme, shall not be construed as or constitute a contractual relationship between Imbalie and any member.
- 2.7. Nothing in the Programme rules is intended or shall be construed to create or establish any agency, partner or joint venture relationship between Imbalie and its service partners.
- 2.8. Members shall be responsible for awareness and updating themselves on the Programme rules and to their entitlements. Imbalie and its service partners shall not be responsible for the failure of any communication to reach the member on account of wrong address, lost mail or delayed email.
- 2.9. All communication will be mailed or emailed to the addresses provided by the member. All communication directed to such addresses will be deemed to have been received by the member.

3. ELIGIBILITY & MEMBERSHIP

- 3.1. Membership of the Programme is open to all Imbalie customers over the age of 18; who have Relevant Imbalie Billing of R350 (excl. VAT), net of discount, in a single transaction and provide the mandatory information required by the Programme.
- 3.2. Only individuals can be members of the Programme.
- 3.3. Changes to personal information as required by the Programme must be notified in writing to the Imbalie Rewards Programme Member Service Centre at rewards@imbaliebeauty.co.za or at your Home Salon.
- 3.4. Imbalie reserves the unconditional right to refuse membership to the Programme. It also reserves the unconditional right to discontinue the membership of any member.
- 3.5. In order to retain a tier status a member will need to bill a cumulative amount as defined for each tier with the Imbalie salons during the membership year.
- 3.6. The member permits and authorises Imbalie and its service partners to use the data in the HeadStart billing system for their allotted research and marketing activities without prejudice to the member's reasonable rights of confidentiality.

4. POINTS

- 4.1. Points cannot be purchased. Points can only be earned by members as spelled out in the Programme terms and conditions.
- 4.2. Points cannot be redeemed on the visit that they are earned.
- 4.3. Members are not permitted to share, transfer or pool their points.
- 4.4. Points have no monetary value and thus cannot be sold or bartered for cash at any time. Points may only be exchanged for rewards or benefits on offer through Imbalie.

- 4.5. Accrued points do not constitute the property of the member. No accrued points are transferable in the event of death, as part of a domestic dispute or otherwise by operation of law.
- 4.6. Points per transaction will be rounded to the nearest rand (i.e. cents will be truncated) and then rounded down to the nearest one point.
- 4.7. Points are valid for a period of 3 years from the date of accrual and will expire every quarter thereafter.
- 4.8. Accrual of points shall cease immediately on termination of the Programme.
- 4.9. In the event that a member believes that points have not been awarded by a service partner the member must notify the Imbalie Rewards Member Service Centre available toll free on 0861 11 22 22 or rewards@imbaliebeauty.co.za (during office hours: 08h00 to 16h30) with original proof of the transaction within 30 days of the transaction date.
- 4.10. Points can only be redeemed against treatments at the member's home salon.
- 4.11. Points on hair services can only be earned in the event that hair services were done in conjunction with a beauty or nail treatment on the same ticket.
- 4.12. AFT Skin Rejuvenation and Hair Removal treatments do not earn Rewards Points.
- 4.13. Earning and redemption of points are dependent on store connectivity at all times.
- 4.14. Points cannot be earned on discounted or promotional services and/or products unless stated in the promotional offering. In the event that promotional services and/or products are invoiced on a ticket in combination with a non-promotional service and/or retail product, points will only be earned by the client on the non-promotional product and/or service on that ticket.
- 4.15. Earning of Bonus Points when a new product is purchased will be limited to 1 product per ticket, regardless of the quantity of new retail products purchased by the client.
- 4.16. No points will be earned on gift card purchases or redemptions.
- 4.17. Birthday points are issued 10 days prior to an active member's birthday and are valid from that point up to and including 10 days after the birthday, therefore birthday points have a maximum lifespan of 21 days before they expire.
- 4.18. Should a member join within 10 days prior to his / her birthday, the birthday points will have a lifespan for the remainder of the 21 days (i.e. number of days prior to birthday plus 10 days after birthday).
- 4.19. Should a member join after his / her birthday, no birthday points are awarded for the current year, and will only be earned in the next year.
- 4.20. Birthday points can only be earned once a year.
- 4.21. A rewards member who has not visited their Home Salon during the last 6 months will forfeit their birthday points.



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5. REWARDS & BENEFITS

- 5.1. Members' status in the Programme (i.e. as defined by their tier) will be upgraded monthly and downgraded annually.
- 5.2. Points may only be redeemed for services received at the members' home store. A member may transfer their home store by special request via the Imbalie Rewards Programme Member Service Centre, available toll free on 0861 11 22 22 or rewards@imbaliebeauty.co.za (during office hours: 08h00 to 16h30).
- 5.3. Points earned in the Imbalie Rewards Programme are not transferable to any other scheme of Imbalie and are not redeemable for rewards in any other Imbalie scheme.
- 5.4. Points can be redeemed only if there are no outstanding payments due from the member as interpreted by Imbalie.
- 5.5. Imbalie and/or its service partner may from time to time offer other rewards and benefits to members. In the event that Imbalie or its service partner denies a member such rewards or benefits no complaint for non-receipt shall be entertained by Imbalie or its service provider and no liability shall be created on account of this.
- 5.6. Suspension or cancellation of membership may result in the forfeiture of all accumulated points and the cancellation of all rewards and benefits.
- 5.7. Imbalie reserves the right to change points to qualify for a reward even if it means that the member requires more points to get an existing reward.
- 5.8. Imbalie is not responsible and assumes no liability for changes or the discontinuation of a partner service.
- 5.9. Redemptions rewards once issued will not be changed and the member will not be entitled to any refund or credit for the points redeemed.
- 5.10. Redemption rewards cannot be exchanged for cash, points or other forms of goods or services.
- 5.11. All taxes, including income tax, will have to be borne by the member.