

HARLEQUINS 'QUINS REWARDS' – TERMS AND CONDITIONS

APRIL 2021

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1. APPLICATION OF THESE TERMS AND CONDITIONS

- 1.1 These terms and conditions apply to membership of the Quins Rewards Programme operated by Harlequin Football Club Limited (the Club)
- 1.2 These terms and conditions are in addition to the Membership Terms & Conditions, the Ground Regulations and any other conditions of entry to the Ground.
- 1.3 In using the Quins Rewards Programme, Members are deemed to have accepted and agreed to these terms and conditions.

2. DEFINITIONS AND INTERPRETATION

- 2.1 In these terms and conditions, the following words and phrases shall have the following meanings (unless stated otherwise):

"Club" Harlequin Football Club Limited;

"Club Membership" each Member's membership of the Club;

"Ground" The Club's first team stadium, currently known as The Twickenham Stoop and situated at Langhorn Drive, Twickenham, TW2 7SX;

"Ground Regulations" the ground regulations issued by the Club from time to time that set out the terms and conditions upon which spectators are granted entry to the Ground, a copy of which is available at [Ground Regulations](#);

"Member" a member of any of the Gold, Premier, Club, Touchline, and Jester Categories Schemes (Adult and Mighty Quins Junior) valid during the Season as further described in the Membership Terms & Conditions and;

"Membership Card" the electronic card (and any replacement) issued by the Club which amongst other things, admits the holder into the Ground at matches which that holder is entitled to attend as further described in the relevant terms and conditions;

"Membership Terms & Conditions" Harlequins 2020/21 Membership Terms & Conditions as may be updated by the Club from time to time;

"Programme End Date" 30th June 2021;

"Quins Rewards Member" each person who is registered as an official member of the Quins Rewards Programme;

"Quins Rewards Membership" each Quins Rewards Member's membership of the Quins Rewards Programme;

"Quins Rewards Page" the page on the Website dedicated to the Quins Rewards Programme (currently at www.quins.co.uk/rewards);

“Quins Rewards Programme” the loyalty programme run by the Club referred to as Quins Rewards and subject to these terms and conditions;

“Rewards” rewards which Quins Rewards Members may be entitled to receive (subject to availability and the Quins Rewards Member having sufficient Reward Points at the relevant time) by redeeming some or all of their accumulated Reward Points under the Quins Rewards Programme;

“Reward Points” points earned by Quins Reward Members and awarded by the Club in accordance with the Quins Rewards Programme which may be redeemed in exchange for Rewards; and

“Website” The Club’s website at <https://www.quins.co.uk/>.

3. ELIGIBILITY FOR AND OPERATION OF THE QUINS REWARDS PROGRAMME

- 3.1 Subject to clauses 3.2 and 3.3 below, the Quins Rewards Programme is available to Members only.
- 3.2 Members who have been issued a complimentary Club Membership (which includes disabled companions) are ineligible to participate in the Quins Rewards Programme.
- 3.3 Members who are eligible to participate in the Quins Rewards Programme are automatically enrolled but must activate their own account by visiting the Quins Rewards Page.
- 3.4 Rewards are not transferable and can only be used by the named Quins Rewards Member.
- 3.5 The Quins Rewards Programme will finish on the Programme End Date. On this date, all Reward Points which have been earned but not used will be cancelled and will not be capable of use.

4. REWARD POINTS AND REWARDS

- 4.1 Details of how Quins Rewards Members can earn Reward Points and the Rewards available to Quins Rewards Members are available on the Quins Rewards Page. These may be changed by the Club in accordance with clause 5 below.
- 4.2 There are limits on the number of Reward Points that can be earned and/or redeemed during any period of time. Details are available on the Quins Rewards Page. These may be changed by the Club in accordance with clause 5 below.
- 4.3 Unless otherwise cancelled or withdrawn in accordance with these terms and conditions, Reward Points which are validly earned will be credited to the Quins Rewards Members’ account until such time as the Quins Rewards Member wishes to redeem them against available Rewards.

- 4.4 Where Reward Points are used to bid in any auction for any Reward, those Reward Points will not be capable of being redeemed on other Rewards unless and until the relevant auction has closed and the Quins Rewards Member has been unsuccessful.
- 4.5 Where Reward Points are used to gain entry to any prize draw, competition or other similar Reward, those Reward Points will not be refunded to entrants who do not win that Reward.
- 4.6 Reward Points are not transferable and can only be used by the named Quins Rewards Member.
- 4.7 Reward Points earned through ticket purchases will only become eligible for use by the Quins Rewards Member once the relevant match which generated the Reward Points has been played, whether or not they appear on the Quins Rewards Member's account prior to this date. If this date occurs after the Programme End Date, the Reward Points will not be earned.
- 4.8 Reward Points earned through merchandise and other purchases will only become eligible for use by the Quins Rewards Member following 30 days after the relevant purchase, whether or not they appear on the Member's account prior to this date. If this date occurs after the Programme End Date, the Reward Points will not be earned.
- 4.9 Should the value of a product or service purchased by a Quins Rewards Member be refunded (e.g. due to a permitted return or cancellation by the Quins Rewards Member or other refund given), Reward Points for that purchase will not be awarded. In the event that:
- 4.9.1 such Reward Points have already been awarded to the Quins Rewards Member's account, an equivalent number of Reward Points earned on that purchase will be deducted from the Quins Rewards Member's balance; and
 - 4.9.2 any of those Reward Points have been used by the Quins Rewards Member and there are insufficient number of Reward Points within the account to make a full deduction, the Club reserves the right to make deductions from any future Reward Points awarded to that Quins Rewards Member until the relevant number of Reward Points have been accounted for.
- 4.10 Reward Points may only be redeemed on Rewards and may not be used for any other purpose. Reward Points have no equivalent or representative cash value. No cash alternative will be offered for any unused Reward Points which remain on a Quins Rewards Member's accounts or have been cancelled.
- 4.11 Reward Points and Rewards are not refundable, exchangeable, replaceable or transferable for cash or credit. Reward Points may not be assigned, transferred or pledged to any third party. Quins Rewards Members have no property rights or other legal interest in any Reward Points that may accumulate in their account.

- 4.12 The Club is not liable, at any point, for any Reward Points which are fraudulently redeemed should an account be misused or in the event a Membership Card is lost/stolen and not reported to the Club.
- 4.13 The Club reserves the right to remove or cancel any Reward Points awarded if it determines (or reasonably suspects) that the Reward Points were awarded in breach of these terms and conditions or in error.
- 4.14 The Club reserves the right to limit any Reward offered by number and by time. The Quins Rewards Member accepts that some or all Rewards may be limited by number and will be awarded to Quins Rewards Members on a first come, first served basis.
- 4.15 No refund or cash alternative will be offered for any Reward received (including entries to any prize draw, competition or other such similar Reward).
- 4.16 All Reward Points which have been earned but not used as at the Programme End Date will be cancelled and will not be capable of use.
- 4.17 The Club reserves the right to run the Quins Rewards Programme joining incentive and other loyalty programmes from time to time without liability to existing Quins Rewards Members.
- 4.18 A maximum of 400 points (10 tickets) will be rewarded to a member who purchases additional matchday ticket/s, per game.

5. CHANGES TO THE QUINS REWARDS PROGRAMME AND THESE TERMS & CONDITIONS

- 5.1 The Club reserves the right to change or amend these terms and conditions at any time by publishing the changes on its Website, provided that such changes:
- 5.1.1 are minor, trivial or to correct an error;
 - 5.1.2 shall not, in the Club's opinion, adversely impact the Quins Rewards Member and/or their Quins Rewards Membership and/or their use of the Quins Rewards Programme;
 - 5.1.3 reflect changes required by relevant laws and regulatory requirements; or
 - 5.1.4 do not come into effect at least 14 days after publication.
- 5.2 The Club reserves the right to change or amend, at any time (by giving details on the Quins Rewards Page):
- 5.2.1 the Quins Rewards Programme (including, but not limited to, its name and branding);
 - 5.2.2 the Rewards available within the Quins Rewards Programme;
 - 5.2.3 how Rewards may be redeemed;
 - 5.2.4 the number of points required to redeem any Reward;

- 5.2.5 the limitations (including time and numerical limits) on the availability of any Reward or the ability to redeem Reward Points;
 - 5.2.6 how Reward Points are earned;
 - 5.2.7 the limits on the number of Reward Points than can be earned during any period of time;
 - 5.2.8 the number of Reward Points that are earned in relation to any action or purchase; and
 - 5.2.9 the maximum number of Reward Points that may be earned or redeemed in any period.
- 5.3 The Club reserves the right, at its sole discretion to introduce other loyalty programmes, membership programmes or other such programmes from time to time without liability to Quins Rewards Members.
- 5.4 The Club reserves the right, at its sole discretion to transfer Quins Rewards Members to such additional or replacement loyalty programmes without prior notice provided always that the Quins Rewards Member shall be entitled to the same or substantially similar benefits under the new loyalty programme as the Quins Rewards Member was under the Quins Rewards Programme.
- 5.5 The advice or actions of the Club's staff will not have the effect of varying or amending these terms and conditions and the Club's staff do not have the authority to agree any variations or amendments with Quins Rewards Members except as set out in this clause

6. TERMINATION AND CANCELLATION

- 6.1 Unless terminated early in accordance with these terms and conditions, the Quins Rewards Programme will automatically terminate on the Programme End Date.
- 6.2 In the event that a Quins Rewards Member does not renew their Club Membership at the end of any season occurring before the Programme End Date, their Quins Rewards Membership will automatically terminate on 30th June of the year their Club Membership expires.
- 6.3 Quins Rewards Members can terminate their Quins Rewards Membership at any time by sending written notice by post to: Harlequins Ticket Office, Twickenham Stoop Stadium, Langhorn Drive, Twickenham, TW2 7SX. or by email to: customerservice@quins.co.uk
- 6.4 The Club can terminate a Quins Rewards Member's participation in the Quins Rewards Programme immediately on written notice if:
- 6.4.1 the Quins Rewards Member breaches these terms and conditions;
 - 6.4.2 the Quins Rewards Member's Club Membership is suspended or withdrawn pursuant to any of the associated terms, conditions or regulations referred to in clause 1 above;

- 6.4.3 the Quins Rewards Member acts or is reasonably suspected of acting in any manner which is inconsistent with or violates these terms and conditions or any element of the Quins Rewards Programme;
 - 6.4.4 the Quins Rewards Member acts, in the Club's reasonable opinion, in a manner inconsistent with the applicable laws, statutes or ordinances or if there are reasonable grounds for suspecting fraud, theft, or dishonesty in connection with the Quins Rewards Programme;
 - 6.4.5 the Club reasonably believes an unauthorised person is accessing the Quins Rewards Programme using the Quins Rewards Member's account;
 - 6.4.6 the Club reasonably believes providing with Reward Points will cause the Club to break any applicable law, regulation or code; or
 - 6.4.7 the Club reasonably believes it is necessary to do so for operational reasons.
- 6.5 The Club can suspend a Quins Rewards Member's participation in the Quins Rewards Programme (including, but not limited to access to the Quins Rewards Page and the ability to earn and redeem Reward Points) immediately on written notice if the Club reasonably suspect that any of the matters set out in clause 6.4 above has occurred, for such period as the Club may reasonably require to carry out an investigation.
- 6.6 The Club may terminate or suspend the Quins Rewards Programme early by giving the Quins Rewards Member 30 days' notice at any time (which may be given by email to the email address held on the Quins Rewards Member's account).
- 6.7 On termination or cancellation of any Membership for any reason (whether automatically, by the Club or the Quins Rewards Member), all unused Reward Points connected to that Quins Rewards Member's account will be cancelled and not capable of use. Where the Quins Rewards Member has used any of their Reward Points to earn a Reward which the Quins Rewards Member has not already received, any such Rewards shall be withdrawn and shall not be received by the Quins Rewards Member (this includes any 'bids' placed by the Quins Rewards Member in any auction for a Reward and entry to any prize draw, competition or similar Reward).
- 6.8 Where unused Reward Points are cancelled, removed or withdrawn (whether as a result of termination or cancellation of any Quins Rewards Membership, or otherwise), no refund, cash alternative or other replacement will be given to the Quins Rewards Member.
- 6.9 In the event that a Quins Rewards Membership is terminated or cancelled for any reason, the Club reserves the right to, at its discretion exclude the relevant Member from applying (or re-applying) for any membership programme or similar programmes (including any future membership or loyalty programme) maintained or organised by the Club;

7. LIABILITY

7.1 Nothing in these terms and conditions shall limit or exclude the Club's liability for:

- 7.1.1 death or personal injury caused by its negligence;
- 7.1.2 fraud or fraudulent misrepresentation; or
- 7.1.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by applicable law; and the Club does not exclude or limit its liability to Quins Rewards Members where it would be unlawful to do so.

7.2 Subject to clause 7.1 above, the Club will not be liable to any Quins Rewards Member for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise arising under or in connection with:

- 7.2.1 any failure or delay by the Club in carrying out any of its obligations under these terms and conditions which is caused by circumstances outside of the Club's reasonable control;
- 7.2.2 the Quins Rewards Programme and the Reward Points;
- 7.2.3 any information provided to the Club by a third party;
- 7.2.4 the Website and the Quins Rewards Page, including its availability and use of or reliance on any content displayed on the Quins Rewards Page; and
- 7.2.5 any act or omission of a third party providing the Rewards; save to the extent that loss or damage suffered by a Quins Rewards Member is a foreseeable consequence of the Club's breach of these terms and conditions, for the avoidance of doubt the Club is not responsible for any loss or damage that is not foreseeable.

7.3 Subject to condition clause 7.1, the Club shall have no liability whatsoever for any indirect or consequential loss or damage, loss of enjoyment or travel/accommodation costs.

7.4 Subject to condition clause 7.1, the Club's total liability to each Quins Rewards Member in respect of any loss or damage a Member suffers as a result of a breach of these terms and conditions by the Club is to credit any Reward Points to the Quins Rewards Member's account which have been wrongly deducted or should have been credited but were not.

7.5 Subject to condition clause 7.1, the Club assumes no responsibility for the services provided by any third party in connection with the Reward Points or the Rewards, including but not limited to the delivery, standard, quality or otherwise of any Reward Points or Rewards provided by third parties or the failure of such a third party to honour the redemption of the Reward Points or make a specific Reward available. Any issues relating to the purchase, delivery and return of Rewards should be addressed to the third party.

- 7.6 Subject to condition clause 7.1, the Club gives no guarantee that any particular Reward will be made available or will remain available. The Club reserves the right to withdraw or change any Reward and / or amend the number of Reward Points required to claim any Reward at any time.
- 7.7 No credit will be issued for any Reward Points or Rewards not redeemed. Points and Rewards may not be purchased with cash, credit card, or cash.
- 7.8 Subject to condition clause 7.1, the Club will not be liable for lost or stolen Rewards or Reward Points.

8. GENERAL TERMS

- 8.1 Each Quins Rewards Member is required to provide the Club with up to date contact details and keep the Club informed at all times of any changes to such contact details so the Club can communicate with Quins Rewards Members.
- 8.2 If a Quins Rewards Member has any concerns about their Membership, use of the Quins Rewards Programme or these terms and conditions, they should contact customerservice@quins.co.uk. In addition, where the Quins Rewards Member is a consumer, the Quins Rewards Member can obtain further guidance and advice from Citizens Advice (www.adviceguide.co.uk).
- 8.3 Each Quins Rewards Member acknowledges and agrees that the personal data provided by them to the Club when using the Quins Reward Programme or in receiving Rewards shall be collected, stored and used by the Club in accordance with the General Data Protection Regulation and the Club's Privacy Policy, which can be found at [Privacy Policy](#)
- 8.4 These terms and conditions, together with (as appropriate): (i) any associated online application form/process; and/or (iii) any other relevant documents, terms or conditions which are explicitly referred to in these terms and conditions comprise the entire agreement between the Club and a Quins Rewards Member in relation to the Quins Rewards Programme.
- 8.5 If any of these terms and conditions are found by a court to be illegal, the rest of these terms and conditions will remain in force. Each of the paragraphs of these terms and conditions operates separately. If any court or other relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 8.6 This contract is between the Quins Rewards Member and the Club. No other person shall have any rights to enforce any of its terms.

- 8.7 If the Club delays in enforcing this contract against the Quins Rewards Member, the Club will be entitled to enforce it at a later stage. If the Club does not insist immediately that the Quins Rewards Member does anything he/she/they are required to do under these terms and conditions, or if the Club delays in taking steps against the Quins Rewards Member in respect of him/her/they breaking this contract, that will not mean that the Quins Rewards Member does not have to do those things or that the Club is prevented from taking steps against the Quins Rewards Member at a later date.
- 8.8 These terms and conditions are governed by English law and any legal proceedings must be brought in the English courts. Notwithstanding the foregoing, if the Quins Rewards Member is a consumer and: (i) is resident in Scotland then legal proceedings may be brought in either the Scottish or the English courts; or (ii) is resident in Northern Ireland, then legal proceedings may be brought in either the Northern Irish or the English courts.