

## Terms of Participation in the Waxing Card Program

### **1 Subject matter and offeror of the present Terms of Participation**

- 1.1 The present Terms of Participation govern participation in the digital bonus program (referred to hereinbelow as the “Waxing Card Program”) offered by Wax in the City GmbH, Lindower Str. 18, D-13347 Berlin, Germany (referred to hereinbelow as “WAX IN THE CITY”). The WAX IN THE CITY studios (referred to hereinbelow as the “Studios”) are operated either by WAX IN THE CITY or by independent franchisees of WAX IN THE CITY.
- 1.2 The participants will be credited with bonus points in accordance with the provisions in Section 3 (referred to hereinbelow as the “Waxing Card Points”); they will then be able to redeem such points in accordance with the conditions set forth in Section 5.

### **2 Participation**

- 2.1 Participation in the Waxing Card Program is free of charge. Any private individual who is at least sixteen years of age is entitled to participate. WAX IN THE CITY may deny individual persons the right to participate if there are objective reasons for doing so.
- 2.2 Participation in the Waxing Card Program begins once the participant’s registration has been confirmed by WAX IN THE CITY. Registration is possible exclusively via the WAX IN THE CITY App. Before registering, participants must first register a profile in the WAX IN THE CITY App and select a password for purposes of logging in to the profile. After registering a profile, participants can register in the WAX IN THE CITY App by clicking on the “Activate Waxing Card” button and by confirming the Terms of Participation in the Waxing Card Program. Once it confirms the registration, WAX IN THE CITY will also assign each participant an individual Waxing Card Program Number.
- 2.3 In order to prevent misuse of the program, participants are under obligation to ensure that unauthorized third parties do not learn the password to their profile. If there is the suspicion that misuse is occurring, the participant must notify WAX IN THE CITY without undue delay, e.g. by sending an email to [info@wax-in-the-city.com](mailto:info@wax-in-the-city.com). If such notification is culpably omitted or delayed, then WAX IN THE CITY’s liability for any resulting damage that occurs up to the time of receipt of the notification will be limited in accordance with Section 6 of the present Terms of Participation.

### **3 Collecting Waxing Card Points**

- 3.1 WAX IN THE CITY will grant the participants Waxing Card Points in keeping with the total value of the treatments and products they purchases at the Studios participating in the Waxing Card Program. Participants can review the list of Studios taking part in the program and the list of the products and treatments that will generate credits at:

<https://wax-in-the-city.com/en/studios-prices/>. Once the Waxing Card has been activated in the WAX IN THE CITY App and once the participant logs in via the App, points automatically will be collected subject to the provisions of the present Terms of Participation. If purchases were made before the participant logs in via the WAX IN THE CITY App, then the Waxing Card number shown in the WAX IN THE CITY App must be presented before payment is made at the Studio's front desk. Participants are not entitled to demand that Waxing Card Points be recorded retroactively.

- 3.2 Once a product or treatment has been purchased, the corresponding points will be credited to the participant's individual points account. Points cannot be transferred to other participants. One Waxing Card Point will be credited for each monetary unit (e.g. 1 EURO/CHE/HUF/CZK) in the currency used to pay for a given purchase. The Waxing Card Points will be credited to the participant separately for each of the currencies used for purchases and participant's points account will be broken down by currency. Waxing Card Points may only be redeemed in the currency in which the underlying purchase was made. Points that are collected in separate currencies cannot be combined for redemption.
- 3.3 Purchases of goods in the online shop ([www.wax-in-the-city.com](http://www.wax-in-the-city.com)) are not eligible for the benefits under the Waxing Card Program.
- 3.4 The credit will be issued regardless of the payment method selected; however, each participating Studio is free to determine which payment methods it will accept.
- 3.5 Using their personal profile in the WAX IN THE CITY App, participants may call up their current points status in their Waxing Card Program account, which will be broken down by currency.
- 3.6 Participant must lodge any objections regarding the accuracy or completeness of the Waxing Card Points credited to them by sending a corresponding email to [info@wax-in-the-city.com](mailto:info@wax-in-the-city.com) within one month of receiving the credit in question. If no objection is lodged within this deadline, the points credited will be deemed approved. Customers may demand that the points level in question be corrected also after the deadline has lapsed, but must be able to show that the points level credited is erroneous.
- 3.7 If it becomes apparent subsequently that the preconditions for issuing Waxing Card Points were never fulfilled in the first place (e.g. in the case of invalid bookings or misuse), or if said preconditions should lapse (e.g. due to contract to purchase the respective products or services being reversed), then WAX IN THE CITY may cancel the credit for the corresponding points.
- 3.8 WAX IN THE CITY and the participating Studios reserve the right to modify, limit or preclude the granting of Waxing Card Points at any time with effect for the future. This applies particularly in the context of special promotions or when other discounts or benefits are granted. Any amendment of the present Terms of Participation must comply with the stipulations of Section 9.1.

3.9 Waxing Card Points may be redeemed after they have been credited (whereby the points earned first must be redeemed first).

#### **4 Transfer of points from the analog bonus program**

4.1 Customers of WAX IN THE CITY who took part in the analog bonus program of WAX IN THE CITY in place before the digital Waxing Card described in the present Terms of Participation was rolled out may have the points they accumulated on their analog Waxing Card before 01.09.2020 transferred over to their new digital Waxing Card account; they must first register for participation in the Waxing Card Program in the WAX IN THE CITY App. When the transfer is made, the points accumulated under the analog bonus program will be credited at the following ratio to the respective currency balance of the digital Waxing Card account in keeping with the respective currency in which the purchases were made:

- For purchases made in EUR: 25 digital points for each point on the analog Waxing Card;
- For purchases made in CHF: 50 digital points for each point on the analog Waxing Card;
- For purchases made in HUF: 5,000 digital points for each point on the analog Waxing Card;
- For purchases made in CZK: 550 digital points for each point on the analog Waxing Card;

4.2 The transfer may only be performed in the same Studio that originally issued the analog Waxing Card in question.

#### **5 Redemption of Waxing Card Points**

5.1 Assuming a sufficient number of points is credited to their account, participants may redeem Waxing Card Points at the Studios participating in the Waxing Card Program in order to purchase any of those products and treatments that are eligible for the program (see Section 3.1).

5.2 Waxing Card Points can be redeemed only if the full number of points required for the redemption is credited to the participant for a given currency. It is not possible to perform partial redemptions towards a purchase or booking.

5.3 Participants may redeem their Waxing Card Points only themselves and only in order to purchase and book treatments for themselves, i.e. not on behalf of third parties.

5.4 Participants will not be entitled to demand disbursement of the cash value of their bonus points.

- 5.5 Participants may not redeem their Waxing Card Points to purchase any products or to book any treatments that have already been discounted. Partial payment by means of a prepaid waxing voucher does not constitute a discount.

## **6 Liability**

- 6.1 Liability is not limited with regard to any damage that the participant suffers in connection with the Waxing Card Program due to the willful, fraudulent, and/or grossly negligent conduct of WAX IN THE CITY or its vicarious agents, as well as with regard to any personal injury. In the event of a slightly negligent breach of an essential contractual obligation (cardinal obligation), the liability of WAX IN THE CITY will be limited to the amount that was foreseeable and typical for the type of contract involved. In such case, WAX IN THE CITY will not be liable for any lost profits, indirect damage, consequential damage caused by a defect, or third-party claims. Cardinal obligations within the meaning of this provision encompass not only the essential performance obligation but also those obligations the fulfillment of which is indispensable for the proper implementation of the contract and on the fulfillment of which the respective other party typically is entitled to rely.
- 6.2 In all other cases, WAX IN THE CITY will have no liability whatsoever in connection with the Waxing Card Program.

## **7 Processing of personal data**

WAX IN THE CITY processes personal data concerning the participants for purposes of performing the contract and of implementing the Waxing Card Program. Information on the processing of personal data in connection with participation in the Waxing Card Program and the legal basis for such processing is available in the Privacy Statement provided online at: [www.wax-in-the-city.com/de/dataschutz-haftungsbeschraenkung](http://www.wax-in-the-city.com/de/dataschutz-haftungsbeschraenkung).

## **8 Contractual term and termination of participation**

- 8.1 The contract governing participation in the Waxing Card Program is concluded for an indefinite period.
- 8.2 Participants may terminate their participation at any time and without having to observe a notice period by sending a written declaration to WAX IN THE CITY either by postal mail or via an email addressed to [info@wax-in-the-city.com](mailto:info@wax-in-the-city.com). Deregistration of the profile in the WAX IN THE CITY App will also constitute termination of participation in the Waxing Card Program. Once the participant's termination takes effect, the participant's Waxing Card points will lapse and the points account will be deleted. This will not apply if the participant has exercised his or her statutory right to terminate for grave cause; in this case, Section 8.3 will apply accordingly.
- 8.3 WAX IN THE CITY is entitled to terminate the contract observing a notice period of four weeks until the month's end. The statutory right to terminate for grave cause will remain unaffected. Grave cause specifically will be deemed given in the event of a culpable

breach of the present Terms of Participation or of a Studio's General Terms and Conditions. In the event of the contract being terminated by WAX IN THE CITY, the participant will still be entitled to redeem the Waxing Card Points accumulated pursuant to Section 3.9 up until three months have lapsed, but not if WAX IN THE CITY has terminated for grave cause with immediate effect. Once this deadline passes, the participant's Waxing Card Points will expire and the points account will be deleted.

## **9 Amendment of the Terms of Participation**

9.1 WAX IN THE CITY moreover reserves the right to amend the present Terms of Participation in the Waxing Card Program at any time while duly safeguarding the participant's legitimate interests. In such case, the amended Terms of Participation will apply if WAX IN THE CITY has given the participant written notice of the amendment and the participant has not lodged an objection to said change with the provider within one month of having received the notice of amendment. This legal consequence will be expressly indicated to the participant in the notice of amendment. If the participant lodges an objection to the change within the deadline set, then this will constitute termination of participation pursuant to Section 8.2.

9.2 WAX IN THE CITY moreover reserves the right to end the Waxing Card Program, provided it observes a reasonable notice period and duly safeguards the participant's interests. No such notice period will be required if grave cause for ending the program with immediate effect is given. If the Waxing Card Program is brought to an end, the participant will still be entitled to redeem the bonus points accumulated and must do so within a period of three months following the effective ending date. This will not apply if the program was ended for grave cause with immediate effect. Following expiry of this deadline, the bonus points will lapse.

## **10 Final provisions**

10.1 This contract will be governed by the laws of the Federal Republic of Germany, whereby the UN Convention on Contracts for the International Sale of Goods (CISG) is precluded.

10.2 Insofar as the participant does not have a general place of jurisdiction in Germany or a place of residence within the European Economic Area (EEA), the place of jurisdiction is the registered seat of WAX IN THE CITY for any and all disputes arising from, or in connection with, this contract.

## **11 Downloads**

You can download the Terms of Participation in the Waxing Card Program as a PDF file here:[https://wax-in-the-city.com/wp-content/uploads/2020/09/Teilnahmebedingungen-Waxing-Card\\_en\\_2002.pdf](https://wax-in-the-city.com/wp-content/uploads/2020/09/Teilnahmebedingungen-Waxing-Card_en_2002.pdf)

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