

KRISPY KREME REWARDS TERMS AND CONDITIONS

Please read these Terms and Conditions before agreeing to join the Krispy Kreme UK Rewards programme

These Terms and Conditions apply to your Krispy Kreme Rewards membership ("Membership") and govern the relationship between Krispy Kreme UK Ltd, a company incorporated in England with company number 4532445 whose registered office is at Krispy Kreme UK Ltd, Unit 4 Albany Park, Frimley Road, Camberley, Surrey, GU16 7PQ ("KKUK", "we" or "us") and you in respect of your Membership.

Use by you of your Krispy Kreme Rewards Card ("Card") and/or the App will constitute acceptance by you of this Agreement. This Agreement overrides any statements on your Card and/or the App if they are different. You must therefore read it carefully. Please print a copy of this Agreement for your records. If there is anything you do not understand, please contact Customer Services on 01276 601170 or at customer care@krispykreme.co.uk

1.BECOMING A MEMBER

Your Membership enables you to earn points, known as Krispy Kreme Smiles and to redeem those Smiles on certain purchases in participating Krispy Kreme stores ("Smiles").

You can become a Member by:

(i) Obtaining a card free of charge at any participating Krispy Kreme store and registering it online at www.krispykreme.co.uk

(ii) downloading and registering on the App.

If you already have a card you may still download the App in order to be able to use your Membership through the App.

Your Membership can only be registered in the name of an individual and only one Membership may be registered in the name of each individual. Registering will protect your Card from loss, theft or damage and we therefore suggest you register your Card, if you have not already done so, by following the instructions on the Website or by following the process set out in the App.

2. USING YOUR MEMBERSHIP

You can use your Card and the App at any participating Krispy Kreme store

Your use of the App is subject at all times to the End User Licence Agreement for the App, which is [available here](#).

3. EARNING SMILES

Smiles can only be earned at the time of purchase and only if either:

(i) your Krispy Kreme Rewards Card is presented at the time of payment; or

(ii) the QR Code on your app is scanned at the point of purchase; or

(iii) the unique code on your Krispy Kreme product box is entered on the App when shopping in selected retail outlets such as Tesco. Purchases made on delivery platforms such as UberEats, Deliveroo and JustEat are not eligible for earning Smiles.

You will earn 10 Smiles for each complete pound spent. You can check the Smiles balance of your Membership at any participating Krispy Kreme store or by checking the Website or the App.

Neither the Card nor the App can be used in conjunction with any discount or privilege card whether issued by us or by any third party.

Smiles have no cash value. Redeemed Smiles cannot be used again. Smiles can only be earned, held and redeemed as set out in this Agreement.

Any Smiles obtained or used otherwise than in accordance with this Agreement will be invalid and cannot be redeemed.

Smiles are personal to the individual Member and cannot be pooled with Smiles earned by another Member and redeemed together.

4. REDEEMING SMILES

In order to redeem Smiles you may either:

(i) present your Card in a Krispy Kreme store at the point of purchase and state that you would like to redeem your Smiles; or

(ii) scan the QR Code in a Krispy Kreme store at the point of purchase using the App and state that you would like to redeem your Smiles

(iii) use Smiles on the Krispy Kreme website towards your online purchases

You may only earn Smiles on purchases of doughnuts and drinks. Gift cards and merchandise purchases do not qualify for Smile accumulation and we reserve the right to exclude other products from our range from time to time. Changes to qualifying products will be contained in these Terms.

You may only redeem Smiles against purchases made in participating Krispy Kreme stores or the Krispy Kreme website or App.

The following Smiles are required to redeem specific Krispy Kreme products:

Original Glazed Doughnut - 100 Smiles required

All Other Single Doughnuts - 150 Smiles required

Regular Hot Drink - 150 Smiles required

Original Glazed Dozen – 800 Smiles required

Sharer Dozen – 1000 Smiles required

CYO Dozen – 1000 Smiles required

No other products are eligible for redemption using Smiles.

You must have sufficient Smiles to pay in full for a purchase if you wish to redeem Smiles. You may not make part payment for a purchase using redeemed Smiles.

Smiles cannot be earned to the extent that a purchase is made with redeemed Smiles.

Members will receive exclusive offers via email and mobile app push notification, news and details of any special events by Krispy Kreme and periodic updates based on member preferences and prior purchase.

5. IMPORTANT EXCLUSIONS AND RESTRICTIONS

Smiles cannot be redeemed in Tesco, Morrisons, Asda, Sainsburys, Center Parcs, Service Stations, Selfridges, Universities, UberEats, Deliveroo, Just Eat or any other sales partner.

All redemptions of Smiles are subject to availability and our Krispy Kreme stores reserve the right to apply a maximum redemption per day, per customer of 5 Dozen doughnuts.

6. EXPIRY AND CANCELLATION

Your Krispy Kreme Rewards Membership does not have an expiry date. However, your Smiles are only valid so long as you have used your Card or the App to earn and/or redeem Smiles in the past 12 months. If your Membership has not been used in this way for 12 consecutive months we reserve the right to remove Points from the balance on your Card and/or the App (as applicable).

Expired Smiles cannot be transferred to a new Card or redeemed or reinstated.

You have the right to cancel your Card at any time by returning it to Customer Services. Alternatively, you may delete the App at any time. If you wish to cancel your Membership altogether, please contact Customer Services on 01276 601170. If you cancel your Membership, you will lose the right to redeem all Smiles that are unused at the time of cancellation.

We may, on notifying you, forfeit all accrued Smiles, and/or suspend your right to collect and/or redeem Smiles if you are in breach of this Agreement, if we have reasonable grounds to suspect that you are engaged in fraudulent or other criminal activities relating to us, your Card or the App, or if you supply false or misleading information to us.

7. ELIGIBILITY

In order to be able to join Krispy Kreme Rewards, you must be:

(i) be at least 16 years of age;

(ii) a UK Resident

(iii) not employed by Krispy Kreme

8. CHANGES TO YOUR DETAILS

If you need to change any of the details you provided when you registered, please either:

- (i) update your details through the Website or the App; or
- (ii) contact Customer Services by telephone on 01276 601170

9. WELCOME REWARD

A Welcome Reward will be granted to new Members of Krispy Kreme Rewards immediately after registering as a member, and consists of one complimentary Original Glazed Doughnut, which will expire 30 calendar days after the member's registration. This *does not* include Hot Original Glazed doughnuts offered during Hotlight Hours.

This is the only reward that can be redeemed either at Krispy Kreme stores or at Tesco cabinets, depending on the Members' preference. If upon registration, the Member selected to redeem the reward at a Krispy Kreme store, Member will have to show their Friends of Krispy Kreme mobile app or card to the cashier.

If the Member selected to redeem the Welcome Reward at Tesco, Member will receive a Welcome Email upon registration, which includes a single-use link to download and print a single-use coupon. Printed coupon will have to be shown by Member at a Tesco store in order to redeem the Welcome Reward.

10. DATA MANAGEMENT

Krispy Kreme UK Ltd. (hereinafter "Krispy Kreme UK") is the sole "Data Manager" of the Krispy Kreme Reward programme. In case of data management and protection matters relevant to the Data Controller, please contact the Krispy Kreme's "Data Protection Officer" (DPO):

Name: Jonathan Fretwell

Email: JFretwell@krispykreme.co.uk

Address: Krispy Kreme UK Ltd. 4 Albany Park, Frimley Rd, Camberley GU16 7PQ

1. Krispy Kreme UK collects 'Personal Data' or 'Personally Identifiable Information (hereinafter "PII")' such as Name, Last name, Email, Postcode, Date of Birth by means of its enrolment forms on the Krispy Kreme website, Facebook page and on Members' purchases made at Krispy Kreme retail stores in the UK as well as data on emails received, opened and clicked-through by Members.

"Personal Data" is collected and stored with the purpose of identifying and communicating with each participant on the Krispy Kreme Rewards program (hereinafter "Member"), as well as sending news and offers relevant to their personal profile, purchasing activity, location and preferences. The retention period for the "Members' Personal Data" will be defined by the willingness of each "Member" to remain as part of the Krispy Kreme Rewards programme and by Krispy Kreme's policies regarding the programme. All PII from members that unsubscribe from our mailing list and remain inactive (unsubscribed and without making any purchase or redeeming any reward at Krispy Kreme stores) for 18 (eighteen) months will be deleted in accordance to data minimisation guidelines enforced by GDPR. Additional non-mandatory PII may be voluntarily shared by "Member" to personalise his/her mobile app or to enjoy additional benefits, such as his/her Significant Other and/or Children's First Names and Dates of Birth.

Some additional PII or non-PII information may be requested from Members through specific email campaigns. In such cases, we will clearly describe how any collected data will be used, the purposes and retention period of such data and it will be the Member's decision if he/she voluntarily shares this information with Krispy Kreme UK under the stated conditions. All PII, both mandatory and non-mandatory is subject to the same level of data protection and processing.

11. MOBILE APP

These Terms must be read in conjunction with our Mobile App Terms of Use which can be [found here](#).

12. DATA SHARING

Krispy Kreme or any of our processing partners will not share any PII provided by Krispy Kreme Rewards programme members with any third parties.

Despite the security measures in place, if any data breach occurs, Krispy Kreme UK will notify the appropriate authorities (Information Commissioner's Office, ICO), within the first 72 hours of becoming aware of the incident and when pertinent, inform individuals themselves regarding the information that was at risk.

13. CONSENT, WITHDRAWAL AND RIGHTS OF DATA SUBJECTS

Consent - each "Member's" consent to store and use their PII for the purposes described above is freely given during the enrolment process and covers all matters regarding the Krispy Kreme Reward programme.

Withdrawal - Consent remains in effect until "Member" decides to withdraw it. If a "Member" no longer wants to be a part of the Krispy Kreme Rewards programme, a "Member" can request the deletion of his/her account and his/her PII associated to it at any time by contacting Krispy Kreme at customercare@krispykreme.co.uk

Unsubscribe – A "Member" can unsubscribe from promotional emails at any time by clicking the Unsubscribe link included in every email sent by Krispy Kreme. Upon unsubscribing, a "Member" will stop receiving emails regarding offers and promotions from Krispy Kreme UK.

Data Transparency – Members may request and obtain, at any time, a copy of all the Personally Identifiable Information (PII) Krispy Kreme UK has on them by contacting Krispy Kreme at customercare@krispykreme.co.uk

14. GENERAL TERMS AND LIMITATIONS

Krispy Kreme has the right to amend, change or cancel the Krispy Kreme Rewards programme at any time.

The programme is only valid in the United Kingdom.

Memberships are non-transferable.

Only 1 (one) membership is allowed per person and only 1 (one) reward redemption is allowed per person, per day (applicable to all rewards). Store manager's discretion applies to redemption of rewards in store.

"Members" must check the programme's Terms and Conditions for changes each time they intend to interact with the programme.

If a "Member" wants to complain for any cause at any given time, he/she can go to the 'Contact Us' section of the Friends of Krispy Kreme website

By enrolling in the programme, the "Member" agrees to the Terms and Conditions, rules, regulations, policies, and procedures of Krispy Kreme Rewards UK which may be amended at any time without notice. Each "Member" is responsible for remaining knowledgeable as to the programmes' Terms and Conditions. If a "Member" disagrees with any part of the Terms and Conditions, the member should not use the programme in any way. Use of the programme by a "Member" constitutes acceptance of all published Terms and Conditions.

The programme is not available for employees of Krispy Kreme, its affiliates or subsidiaries.

Krispy Kreme UK reserves the right to void rewards or otherwise disqualify "Members" who have violated any of the Terms and Conditions of the Krispy Kreme Rewards programme. Krispy Kreme UK reserves the right to terminate or suspend any membership from the programme at its sole discretion.

Krispy Kreme UK further reserves the right to modify or terminate the Krispy Kreme Rewards programme, its Terms and Conditions, or any portion of the programmes at any time at its sole discretion without prior written notice.

All offers are void where prohibited by law.

15. LOSS, THEFT AND DAMAGE

If you lose your Card or it is stolen, or if someone else accesses your Membership through the App, you may lose any Smiles you have earned in the same way as if you lost your wallet.

You should immediately report any loss or theft of your Card or any fraudulent or unauthorised use of your Membership to Customer Services on 01276 601170.

If your Card is damaged or stolen or someone makes unauthorised use of your Membership we may, at our sole discretion, replace your Card and/or transfer any Smiles stored on your Card to a replacement Card and/or re-credit any Smiles redeemed without your consent. Circumstances in which we may determine, in our sole discretion, that we will not replace your Card and/or transfer and/or re-credit Smiles include where we reasonably believe that the notified incident has been caused by your breach of this Agreement or if there are reasonable grounds for suspecting that you are or have been engaged in fraudulent or other unlawful conduct in relation to your Membership.

If we agree to replace your Card, a replacement Card will be delivered to your registered home address only, usually within 5 days of you first notifying Customer Services of the incident. Replacement Cards will be posted to your registered home address only. We reserve the right to charge a replacement Card fee for each replacement Card in the event that you are issued with more than 2 replacement Cards within any 6 month period. If you receive a replacement Card, you will need to register it on the Website before you can redeem any Smiles that have been transferred onto it. If you subsequently find or retrieve a Card which you have reported lost or stolen, you must notify Customer Services immediately.

If we agree to re-credit any Smiles redeemed without your consent, we will aim to issue you a new card within 5 working days and re-credit Smiles onto that replacement card.

16. COMPENSATION

Smiles earned through using your Membership are not covered by any compensation scheme.

17. DATA PROTECTION AND PRIVACY

While registering to become a Member either through the Website or the App, you will be asked to provide certain personal information, including your name, address, date of birth and contact details. We are committed to maintaining the security of your personal information in accordance with the requirements of the Data Protection Act and will take all reasonable steps to ensure that your personal data is kept secure against unauthorised access, loss, disclosure or destruction.

The [Krispy Kreme Privacy Policy](#) will apply whenever you provide us with personal information.

18. LIABILITY AND RIGHTS

Krispy Kreme UK Ltd shall not be held liable for any default resulting directly or indirectly from any cause beyond our control, including but not limited to, failure of network services and failure of data processing systems. As a consumer you have legal rights in relation to goods that are not of a satisfactory quality or fit for purpose and services not carried out with reasonable care and skill. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards Office. Nothing in this Agreement will affect these legal rights.

19.VARIATION

We reserve the right to amend or waive any provision of this Agreement from time to time and at any time, or to terminate the Krispy Kreme Rewards program (and therefore your Membership) on reasonable notice. You should check this page of the Website from time to time to take note of any changes we make, as they are binding on you from the date that we make them.

20. GOVERNING LAW

This Agreement is governed by English law.

Terms updated by Adrian Mosley on 12th August 2020