

Membership Eligibility:

1. These terms and conditions constitute the comprehensive framework governing the Hurley's maX Rewards Program. By applying for membership or participating in the program, you are acknowledging and accepting these terms and conditions. Please be aware that supplementary terms and conditions may apply to specific features or optional elements of the Hurley's maX Rewards Program, including but not limited to competitions and prize draws. Participation in these optional elements implies your acceptance of the associated additional terms and conditions. Your engagement with the Hurley's maX Rewards Program signifies your commitment to adhering to these guidelines.

1.1. The Hurley's maX Rewards Program ("Program") is open to all individuals aged 18 years and above who are residents of, or visitors to the Cayman Islands who intend on shopping at Hurley's for the period of their stay.

1.2. In order to enrol in the Program, individuals must choose one of the following methods: either download the Hurley's app, provide their registration information, and explicitly consent to abide by the stipulations outlined in these established Terms and Conditions; or complete an in-store registration process, obtain a membership card containing a unique account number, and subsequently acknowledge their obligation to adhere to these same Terms and Conditions. Should the registration process occur in-store, the onus is upon the account holder to access and review the Terms and Conditions accessible on the Hurley's official website or App. Upon successful registration, it is inferred that the account holder willingly agrees to and embraces the entirety of these specified terms and conditions.

Program Overview:

2.1. The Program extends to members the chance to accrue rewards Points ("Points") for eligible transactions conducted at Hurley's grocery stores within the Cayman Islands. Additionally, members will be eligible for exclusive discounts, both in-store and online, as and when promoted or explicitly stated within the store premises or on the official website.

2.2. Points are digitally stored within the 'maX wallet,' and the current balance of available Points along with their corresponding monetary value can be accessed through the App. The term 'maX wallet' refers to the virtual storage of a member's accumulated Points balance, including the associated cash back value. 'MaX wallet' information is conveniently displayed on the home page of the app.

2.2. Members earn 10 Points for every \$1.00 spent at Hurley's as a minimum on non-promotional products. Hurley's reserves the right to change rewards benefits without notice.

2.3. During promotional periods, additional Points may be earned on select products, allowing members to accumulate Points faster. Hurley's reserves the right to cap the number of products that one member account may earn on deals carrying bonus rewards points.

2.4. Points shall solely be attributed to a member's account when the member scans their Hurley's maX rewards card via the app or employs the physical card during checkout at Hurley's. In circumstances where a member is unable to access the app or rewards card, point allocation may be facilitated by utilizing the member's registered phone number. It is important to note that while this

alternative method is available, Hurley's shall be indemnified from any errors that may arise with the use of a phone number by the customer.

2.5 Points and discounts can only be allocated in-store or online at the time of the transaction. No Points will be added to a Hurley's maX account after the transaction has been completed.

2.6 The program may occasionally provide members with complimentary gifts, samples, and exclusive invitations to members-only events. Additionally, members may have access to exclusive in-app contests. It is important to note that these supplementary benefits are subject to availability and may change without advance notice.

Points to Cash Redemption Policy:

Minimum Redemption Threshold:

3.1. The term 'Points to cash' signifies a redeemable cash discount applicable to any purchase made at Hurley's Grand Harbour or online at Hurleys.ky, subject to the achievement of a minimum threshold of 10,000 Points, which is equivalent to \$10.

3.2. Once the minimum redemption threshold is met, the member is eligible to redeem the entire sum of \$10 in a single shopping transaction.

Full Redemption Requirement:

4.1. Upon reaching the minimum redemption threshold, the member must redeem the entire \$10 cash back amount during one shopping transaction at Hurley's stores.

4.2. Partial redemption in increments below \$10 is not permissible once the threshold has been met.

Redemption Value for Excess Points:

5.1. Upon accumulating Points beyond the prescribed minimum redemption threshold over a duration, the corresponding cash back value will become accessible in increments of \$10 for each subsequent redemption. Alternately, the member retains the choice to redeem the entire available cash back value in a single transaction.

5.2. The redemption process will continue in \$10 increments until the remaining Points balance falls below the minimum redemption threshold.

Cash Back Discount Eligibility:

6.1. Cash back redemptions can only be made at the Hurley's grocery store and online at Hurleys.ky against eligible purchases.

6.2. Other rewards and benefits may be subject to separate terms and conditions as specified in the Hurley's maX Rewards Program.

Redemption Authorization:

7.1. By participating in the Program, members agree to authorize Hurley's to deduct the cash back amount from their accumulated Points at the time of redemption.

7.2. Cash back amounts are non-transferable, non-exchangeable, and cannot be redeemed for cash or any other form of compensation.

Program Modifications:

8.1. Hurley's reserves the right to modify or adjust the cash back redemption policy and related terms at its discretion.

8.2. Any changes to the redemption policy will be communicated to members through the Hurley's app and website.

Point Expiry:

9.1. Redeemable Points will expire if a member's account becomes dormant. An account is deemed dormant when no purchases have been made using the member's account for a consecutive period of 12 months.

9.2. In the case where the Program undergoes discontinuation or modification, members will receive advance notice to utilize their accrued Points before the stipulated expiration date, provided they have attained the minimum redemption threshold of 10,000 Points, equivalent to \$10.

Exclusive Member Benefits:

10.1. As part of the Program, members will receive exclusive benefits, including but not limited to gifts on their birthdays, access to product samples, exclusive entries into members-only contests, and exclusive member-only discounts. The value of gifts is solely at the discretion of Hurley's and cannot be disputed.

10.2. The nature and availability of these benefits may vary and are subject to change at Hurley's discretion.

Promotional Offers:

11.1. Promotional offers, including the number of bonus Points earned during promotions, are subject to change and may vary depending on the specific promotion.

11.2. Hurley's reserves the right to modify, extend, or terminate promotions at any time without prior notice.

Earning Mechanism (App and Card):

12.1. Members may choose to be part of the Program using either the Hurley's app or the Hurley's maX rewards card. Should both be used, Points will be allocated under one account if the member has linked their rewards card to their account in-store. Only members with the App will have access to their Points balance at any given time.

Program Account Security:

13.1. Members are responsible for maintaining the security and confidentiality of their Program accounts.

13.2. Hurley's will not be liable for any unauthorized use or access to a member's account.

Program changes and Termination of Membership:

14.1. Hurley's reserves the right to terminate a member's participation in the Program if there is a violation of these Terms and Conditions or any fraudulent activity associated with the account.

14.2. Hurley's reserves the right to modify, suspend, or terminate the Program, in whole or in part, at any time without prior notice.

14.3. In the event of Program termination, members will be notified in advance to redeem their Points before the specified termination date, should they have reached the minimum redemption threshold of 10 000 Points or \$10.

Disputes and Governing Law:

15.1. Any disputes or disagreements related to the Program shall be subject to the laws of the Cayman Islands, and both parties agree to submit to the exclusive jurisdiction of the Cayman Islands courts.

Member Data and Promotional Communication:

Data Privacy and Confidentiality:

16.1. Hurley's maX Rewards Program ("Program") acknowledges and respects the importance of member data privacy. All personal information collected from members during the registration process or through program interactions shall be treated with utmost confidentiality.

16.2. Members' data will be stored securely, adhering to applicable data protection laws and regulations, and will only be used for the purposes stated in this Terms and Conditions document.

Promotional Communication:

17.1. By enrolling in the Program, members grant consent to receive promotional information, discount coupons, exclusive offers, and other marketing communications via email, SMS, WhatsApp or app notifications.

17.2. The promotional communications may include information about new products, special promotions, contests, and events related to Hurley's grocery stores.

Communication Preferences:

18.1. Members have the right to manage their communication preferences at any time. This includes opting out of receiving promotional communications.

18.2. To update communication preferences, members can contact the Hurley's maX customer support team on max@hurleysgroup.com

Third-Party Sharing:

19.1. Hurley's will not share or sell member data to third parties for marketing or promotional purposes.

19.2. In cases where promotions or discounts involve external partners or affiliates, member data will be shared solely for the purpose of delivering the promotion or discount and subject to the member's consent.

Data Security Measures:

20.1. Appropriate security measures will be implemented to safeguard member data from unauthorized access, alteration, disclosure, or destruction.

20.2. Hurley's shall endeavour to employ industry-standard practices to maintain data integrity and ensure the highest level of data protection.

Data Retention Period:

21.1. Member data will be retained for as long as the Program remains active or until the member chooses to close their account.

21.2. After the closure of an account, the member's data will be securely deleted or anonymized, subject to legal requirements and retention policies.

Data Access and Correction:

22.1. Members have the right to access and update their personal information stored in the Program's database.

22.2. To access or correct their data, members can log in to their Hurley's maX account or contact customer support team on connect@hurleysgroup.com

Data Breach Notification:

23.1. In the event of a data breach that compromises member data security, Hurley's will promptly notify affected members and take appropriate steps to mitigate any potential risks.

Points Allocated for Partner Company Transactions:

Earning Points from Partner Companies:

24.1. As part of the Hurley's maX Rewards Program ("Program"), members can earn Points not only through purchases at Hurley's grocery stores but also by engaging with partner companies.

24.2. Points will be allocated to a member's account when they join, buy products, or pay accounts with Clean Gas and C3 - Pure Fiber ("Partner Companies").

Eligible Transactions:

25.1. For Clean Gas transactions, Points will be allocated to members' accounts only when they purchase propane gas bottles or avail propane gas home conversion services.

25.2. For C3 - Pure Fiber transactions, Points will be allocated to members' accounts when they subscribe to any of the fibre and TV packages offered by the company and when paying monthly accounts.

25.3. For "It's Your Party" – Points will be allocated to members' accounts on a transactional basis. 5 Points will be allocated for every \$1.00 spent.

25.4 For "Quality Pharmacy" – Points will be allocated to member's accounts on RX purchases only.

Point Allocation Process:

26.1. Points earned from partner company transactions will be allocated to the member's Hurley's maX account within a reasonable time after the eligible transaction is completed. Members will be informed of successful Points allocation via e-mail.

26.2. The number of Points allocated for each specific transaction will be determined by the Partner Companies and communicated to members at the time of purchase or service subscription.

Partner Company Offers and Terms:

27.1. Any special offers, discounts, or terms provided by Clean Gas, C3 - Pure Fiber and It's Your Party, in association with the Program are solely under the discretion of the respective partner company.

27.2. Members are advised to refer to Clean Gas, C3 - Pure Fiber and It's Your Party's own terms and conditions for details regarding their specific offers.

Partner Company Data Sharing:

28.1. To facilitate Point allocation and to ensure accurate and timely crediting of Points, limited transaction data may be shared between Hurley's and the Partner Companies.

28.2. The shared data will be used solely for the purpose of Points allocation and will be handled in accordance with the Program's data privacy and confidentiality policies.

Partner program Modifications and Termination:

29.1. Hurley's reserves the right to modify the eligibility criteria for Point allocation from partner company transactions or terminate partnerships with Clean Gas, C3 - Pure Fiber or It's Your Party at any time.

29.2. In the event of any modifications or terminations, members will be notified through the Hurley's maX app and website.

Acceptance of Terms and Conditions:

30.1. By participating in the Hurley's maX Rewards Program, members agree to abide by these Terms and Conditions in their entirety.

30.2. Hurley's may update or modify these Terms and Conditions from time to time, and continued participation in the Program constitutes acceptance of the updated Terms and Conditions.

For further assistance or clarifications regarding the Hurley's maX Rewards Program, please contact our customer support team at max@hurleysgroup.com