

# **Hawaii Fluid Art**

## **Membership and Loyalty Rewards Program**

### **Terms and Conditions**

#### **Membership Overview**

Hawaii Fluid Art and its network of franchise studios (collectively "the Company") offer a loyalty and membership initiative known as the Hawaii Fluid Art Membership and Loyalty Rewards Program ("Rewards Program"). These terms and conditions ("Program Terms") outline how the program operates and define the relationship between the Company and enrolled participants ("Members," or individually "Member" or "you"). By enrolling in the Rewards Program, you acknowledge that:

- (a) You have fully read and you agree to these Program Terms; and
- (b) You authorize the Company to process and share your personal information in line with our Privacy Policy.

Members can earn points ("Loyalty Points") through qualifying purchases made at participating studios. The Company may update or change its policies at any time. The Company retains the right to interpret, revise, or discontinue any part of the Rewards Program without advance notice.

It is the responsibility of each Member to stay informed of Rewards Program updates via communications such as emails, account updates, or other notices provided.

The way in which Loyalty Points are earned and redeemed ("Rewards") is subject to change. This may include altering the number of Loyalty Points needed to redeem a Reward, adjusting or eliminating certain benefits, or introducing new restrictions—all at the Company's sole discretion.

The Company expressly reserves the authority to:

- Adjust the rate at which Loyalty Points are earned or redeemed

- Suspend or discontinue available Rewards
- Add blackout dates or other limitations
- Change eligibility criteria or program structure
- Cancel or end the program, either partially or entirely

The Company is not obligated to offer any particular Reward nor is it obligated to offer Rewards indefinitely or any lesser time, as may be applicable. In the event the Rewards Program is discontinued, the Company will endeavor to provide adequate notice. Earning and redeeming Loyalty Points may cease after that period. If a change is required by law, the program may end sooner in specific regions.

Upon enrollment, each Member will receive a unique identifier that enables them to begin earning Loyalty Points with eligible activities.

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## **Membership Details**

- Memberships run for a 6-month term. Memberships are billed monthly on the same day each month as the original purchase date. Memberships will automatically renew unless canceled prior to the end of the current term. Email [membership@hawaiiifluidart.com](mailto:membership@hawaiiifluidart.com) 10 business days before the end of your membership term to give notice of non-renewal.
- Memberships are non-transferable.
- Monthly experiences are designed exclusively for the registered Member and cannot be rolled over if missed.
- Members may redeem Loyalty Points to bring a guest using the “Bring a Friend” reward, subject to availability and point balance.

- Memberships cannot be canceled mid-term, though Members with significant life changes are encouraged to email [membership@hawaiiifluidart.com](mailto:membership@hawaiiifluidart.com) to explore possible accommodations, although the Company makes no guarantee about the availability of an accommodation.
  - Membership benefits are valid nationwide and can be used at any Hawaii Fluid Art studio per the Membership terms and conditions.
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### **Earning and Using Loyalty Points**

- Loyalty Points are earned on eligible purchases during your Membership term, including upgrades, extra sessions, or enhancements. Loyalty points are not earned on gift card purchases or on classes purchased with public promotions or discounts. However, points *are* earned when using membership discounts.
- Members receive 1 point for every \$1 spent, excluding any portion paid with gift cards or discounts.
- Loyalty Points will become redeemable only after the qualifying experience has been completed.
- Loyalty Points may be earned at any Hawaii Fluid Art location but can only be redeemed at the location where they were issued.
- Loyalty Points expire when the Membership ends, including renewals. Loyalty Points are not considered personal property and cannot be exchanged or transferred.
- Loyalty Point balances and personal details can be viewed and updated in your Loyalzoo account.

Members are responsible for any applicable taxes related to Loyalty Points or Rewards earned.

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### **Eligibility and Participation**

Loyalty Points can be earned and redeemed at Hawaii Fluid Art locations participating in the Rewards Program. Loyalty Points may be earned at any Hawaii Fluid Art location but can only be redeemed at the location where they were issued.

The Company has the right to deny applications or revoke program access—including Memberships, Rewards, and accumulated Loyalty Points—without prior notice if a Member:

- Violates program guidelines
- Has outstanding financial obligations to the Company
- Engages in inappropriate, fraudulent, or disruptive conduct
- Participates in behavior that undermines the intent or spirit of the program

Participation in the program may be void where prohibited by law.

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### **Privacy & Use of Personal Information**

Information you provide is processed according to data protection laws and the Company's privacy policies. We may share your information with trusted partners including:

- Hawaii Fluid Art staff and franchisees
- Third-party service providers for marketing, communication, or fulfillment

- Strategic partners offering services we believe may interest you

This data sharing supports account management, communication, promotional efforts, transaction processing, and feedback collection. By enrolling, you consent to receive relevant communications, with the option to manage preferences at any time.

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### **Additional Policies**

- **No Cancellations:** We do not allow cancellations for any confirmed bookings. Once a reservation is made, it is considered final.
- **Rescheduling Option:** While we do not offer cancellations, we understand that unforeseen circumstances may arise. In such cases, customers are welcome to reschedule their booking to an available date within six months of the original reservation.
- **Notification of Rescheduling:** Customers must notify Hawaii Fluid Art of their intent to reschedule at least 48 hours before the scheduled event. Rescheduling requests made within 48 hours of the event may be subject to a rescheduling fee.
- **How to Reschedule:** To reschedule your booking, please contact Hawaii Fluid Art through the provided contact information. Our team will assist you in finding an alternative date that suits your schedule.
- **No-Shows:** Failure to attend the scheduled event without prior notification will result in forfeiture of the booking, and no rescheduling or refund options will be provided.
- **Event Changes by Hawaii Fluid Art:** In the unlikely event that Hawaii Fluid Art needs to cancel or reschedule a class due to unforeseen circumstances or weather, we will notify affected customers as soon as possible and provide suitable alternatives or a full refund

- **Photography and Social Media:** I consent to allow Hawaii Fluid Art to use photos or videos of me or my likeness for promotional purposes on social media and other platforms.
  - **Paint on Clothing:** I understand that paint used in the class may stain clothing, and Hawaii Fluid Art is not responsible for any damage.
  - **Assumption of Risk:** I acknowledge the risks involved in the class, including spills or falls, and release Hawaii Fluid Art from liability for any injuries or losses.
  - **Compliance and Safety:** I agree to follow instructions from instructors and acknowledge that failure to do so may result in removal from the class.
  - **Health and Safety:** I confirm good health and agree to inform Hawaii Fluid Art of any conditions affecting my participation.
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### **Program Management**

The Hawaii Fluid Art Rewards Program is administered by Hawaii Fluid Art Franchising, LLC, which retains sole authority over the interpretation and enforcement of all program policies.