

## **NEW LOOK SKIN CENTER REWARDS PROGRAM TERMS OF USE (TOU)**

**Effective Date: December 20,2022**

PLEASE READ THESE TERMS OF USE CAREFULLY. BY ACCESSING OR PARTICIPATING IN THE NEW LOOK SKIN CENTER REWARDS PROGRAM (NLSC Rewards), YOU AGREE TO BE BOUND BY THESE TERMS AND ALL TERMS INCORPORATED HEREIN BY REFERENCE. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT ACCESS OR PARTICIPATE IN THE NLSC REWARDS.

**These Terms of Use include an arbitration provision that governs any disputes between you and us. This provision will:**

- **eliminate your right to a trial by jury; and**
- **substantially affect your rights, including preventing you from bringing, joining, or participating in class or consolidated proceedings.**

**You agree that we may provide updates, notices, disclosures and amendments to these Terms of Use, and other information relating to the NLSC Rewards by electronic means, including posting such information and materials online at <https://www.NewLookSkinCenter.com>.**

### **ADDITIONAL TERMS**

These Terms of Use apply to your access to, and participation in, the NLSC Rewards ("**New Look Skin Center Rewards Program**"), which is operated by New Look Skin LLC or its respective subsidiaries, licensees and affiliated companies (collectively, "**New Look Skin Center**"). These Terms of Use do not alter in any way the terms or conditions of any other agreement you may have with New Look Skin Center for other products or services, such as New Look Skin Center Gift Cards, Gift Certificates, Subscription programs and Monthly Specials.

### **CHANGES TO TERMS**

New Look Skin Center reserves the right to change or modify these Terms of Use or any policy, FAQ, or guideline pertaining to New Look Skin Center Rewards, in whole or in part, at any time and in its sole discretion. Any changes or modifications will be effective immediately and may be posted to [www.NewLookskinCenter.com](http://www.NewLookskinCenter.com), so please check back from time to time. You waive any right you may have to receive specific notice of such changes or modifications, and your continued access to or participation in New Look Skin

Center Rewards following any such changes or modifications confirms your acceptance. If you do not agree to these Terms of Use, you must stop accessing and participating in New Look Skin Center Rewards.

## **PERSONAL USE**

New Look Skin Center Rewards is intended for personal use only. Commercial use is prohibited. New Look Skin Center Rewards is not targeted towards, nor intended for use by, anyone under the age of 13. If you are between the ages of 13 and 18, you may access and participate in New Look Skin Center Rewards only under the supervision of a parent or legal guardian who agrees to be bound by these Terms of Use.

Our Terms of Use is incorporated into these Terms of Use and governs your participation in New Look Skin Center Rewards. Please read the Terms of Use carefully to understand how New Look Skin Center collects, uses and discloses information about clients, how to update or change your personal information, and how we communicate with you.

## **TIERS**

**SILVER** starter. (100 NLSC Coins per \$1 spent. 2000 NLSC Coins=\$1 Cash Credit)

**GOLD** requires \$1000 in spending to enter. To maintain requires spending at least \$1000 every cycle which is a year from the date of Tier's upgrade. (150 NLSC Coins per \$1 spent. 2000 NLSC Coins=\$1 Cash Credit)

**PLATINUM** requires \$2500 in spending to enter. To maintain requires spending at least \$2500 every cycle which is a year from the date of Tier's upgrade. (200 NLSC Coins per \$1 spent. 2000 NLSC Coins \$1=Cash Credit)

**DIAMOND** requires \$6000 in spending to enter. To maintain requires spending at least \$6000 every cycle which is a year from the date of Tier's upgrade. (250 NLSC Coins per \$1 spent. 2000 NLSC Coins=\$1 Cash Credit)

**VIP** requires \$15000 in spending to enter. To maintain requires spending at least \$15000 every cycle which is a year from the date of Tier's upgrade. (300 NLSC Coins per \$1 spent. 2000 NLSC Coins \$1=Cash Credit)

## **ABOUT NLSC REWARDS**

NLSC Rewards is one way in which New Look Skin Center endeavors to reward and thank loyal clients for patronizing our business and purchasing New Look Skin Center

services. NLSC Rewards members can earn and accumulate "NLSC Coins" that can be redeemed at all New Look Skin Center locations. To find the location nearest you visit the New Look Skin Center Store Locator at <https://www.newlookskincenter.com/contact-us/>

### **JOINING NLSC REWARDS**

**By joining the NLSC Rewards, the client agrees to follow these terms and services and all terms and services of New Look Skin Center.**

- **All clients MUST be 18 years or older to sign up for NLSC Rewards.**
- **All clients must sign up with NLSC Mobile apps.** Sign up and Redeem is only offered through our Mobile Apps (IOS and Android). After the signup, earned NSLC Coins can be viewed via the web app as well.
- **Only ONE person may build NLSC Rewards per account. To use NLSC Rewards, the client must Download the New Look Skin Center app and signup for the reward program.**
- **To redeem the earned NLSC Coins, the client must use New Look Skin Center mobile app**
- **NLSC Rewards will remain active as long as the TOU of New Look Skin Center is followed.**
- **Tier credits will reset if there is not 100% Maintenance in 12 months and will be upgraded as soon as client's spending reaches to the next level's entry point. Date of evaluation will be a year from the new upgrade date.**
- **New Look Skin Center reward NLSC Coins have no cash value. Only redeemable for services.**
- **Clients earned NLSC Coins will be forfeited if they have unpaid debt.**
- **Violation of TOU including fraud and misuse will result in forfeited Cash Credit and barred.**
- **Changes for New Look Skin Center reward program and TOU May be changed without notice. New Look Skin Center reserves the right to change, amend or cancel certain things without notice.**
- **Any dispute about NLSC Coins and Cash Credit will be handled and determined by management.**

To join NLSC Rewards, go to [www.NewLookSkinCenter.com/](http://www.NewLookSkinCenter.com/) and login or sign up to our online booking system via Web, iOS or Android mobile apps and click on the "NLSC Rewards" tab and follow the prompts to opt in the rewards program.

- **When you join NLSC Rewards, you automatically are granted 10000 NLSC Coins which you can accumulate with the NLSC Coins earned from services.**
- **Earning more NLSC Coins will help you move up the Tier.**
- **Each Tier brings you more benefits such as increasing your earning NLSC Coins or special offers.**

## **EARNING NLSC COINS**

The Cash Credit that is available to you through NLSC Rewards is based on the number of NLSC Coins that you earn. You can earn NLSC Coins by getting any service and treatments at New Look Skin Center Locations in various ways.

## **REFUNDS**

Your NLSC Coins balance may be impacted by refunds as follows:

If you void a prepaid service, New Look Skin Center will deduct the NLSC Coins that you earned for that purchase, potentially resulting in a negative NLSC Coins balance on your account.

## **NLSC COINS EXPIRATION and TIER EVALUATION**

Unless otherwise noted, NLSC Coins are automatically added to your account within twenty-four (24) hours of your eligible purchase and expire during reevaluation which is twelve (12) months after the NLSC Rewards signing up or upgraded date. For example, if you earn NLSC Coins on December 15, 2022, and you signed up for the NLSC Rewards on November 10, 2022. NLSC Coins will expire on November 9, 2023. Another example: Let's say you signed up for the NLSC Rewards on December 14, 2022, your tier is entry level, and in few weeks, you reach the Diamond Tier eligible point on February 10, 2023. This means your spending passed the Diamond level entry point, so you have a year to spend and earn NLSC Coins based on Diamond Tier level. You can view and track your NLSC Coins balance and available offers, as well as any additional benefits for which you are eligible as a NLSC Rewards member, on <https://booking.newlookskincenter.com/nlweb/> or by using the New Look Skin Center App.

## **REDEEMING NLSC COINS FOR CASH CREDIT**

NLSC Coins may be redeemed for New Look Skin Center services at all New Look Skin Center Locations. NLSC Rewards offers a different number of NLSC Coins based on spending dollar amount which falls client level to different tiers (please refer to Tiers). Note that New Look Skin Center may adjust the items included in each tier at any time in its sole discretion. You can redeem your earned NLSC Coins by using the New Look Skin Center app and converting the NLSC Coins to dollar amount and save that as credit on your profile which can be used in any of New Look Skin Center locations. Also note that if there is a balance on your account, your converted cash credit may cover partial or full balance. Please note 2000 NLSC Coins is equal to \$1 Cash Credit.

**Promotional NLSC Coins.** New Look Skin Center may offer Promotional NLSC Coins Days for certain services, where you can earn a certain number of NLSC Coins for your treatment. New Look Skin Center will notify you of a designated Promotional NLSC Coins Services, which will be personalized and selected by New Look Skin Center for you. **You must download the New Look Skin Center app or opt-in to receive promotional and marketing emails from New Look Skin Center in order to receive notice of a NLSC Rewards notifications.** New Look Skin Center reserves the right to exclude certain services and merchandise from Promotional NLSC Rewards eligibility and to modify the NLSC Rewards benefit.

### **OTHER IMPORTANT INFORMATION YOU SHOULD KNOW**

There are no participation or membership fees associated with NLSC Rewards, NLSC Coins accrued in connection with NLSC Rewards are promotional, have no cash value and cannot be redeemed for cash. In addition, your redemption of NLSC Coins accrued in connection with NLSC Rewards cannot be combined with any other offers or discounts, unless otherwise expressly indicated by New Look Skin Center.

Your NLSC Coins and NLSC Rewards account are personal to you and may not be sold, transferred or assigned to, or shared with, family, friends or others, or used by you for any commercial purpose. You may have only one (1) NLSC Rewards account that is personal to you.

Without notice to you, New Look Skin Center reserves the right to suspend your NLSC Rewards account and/or terminate your account and/or your participation in NLSC Rewards if New Look Skin Center determines, in its sole discretion, that you have violated these Terms of Use or that the use of your NLSC Rewards account is unauthorized, deceptive, fraudulent or otherwise unlawful. New Look Skin Center may, in its sole discretion, suspend, cancel, or combine NLSC Rewards accounts that appear to be duplicated. If your participation in NLSC Rewards is terminated, all accrued NLSC Coins in your account are void.

Without notice to you, New Look Skin Center also reserves the right to "unregister" and make ineligible for NLSC Rewards any New Look Skin Center account that has been inactive for two (2) consecutive years. Inactivity is defined as no NLSC Coins earned during such two (2) consecutive year period. In the event that your New Look Skin Center account is unregistered or rendered inactive, all accrued NLSC Coins in your account are void.

New Look Skin Center reserves the right to change, modify, discontinue, or cancel NLSC Rewards or any part of the NLSC Rewards, at any time and in its sole discretion, without notice to you.

## **ARBITRATION**

**Please read this section carefully. It affects rights that you may otherwise have. It provides for resolution of most disputes through arbitration instead of court trials and class actions. Arbitration is more informal than a lawsuit in court, uses a neutral arbitrator instead of a judge or jury, and discovery is more limited. Arbitration is final and binding and subject to only very limited review by a court. This arbitration clause shall survive termination of these Terms of Use.**

***Binding Arbitration.*** This provision is intended to be interpreted broadly to encompass all disputes or claims arising out of or relating to these Terms of Use, your access to or participation in NLSC Rewards, or your relationship with us. Any dispute or claim arising out of or relating to these Terms of Use, your access to or participation in NLSC Rewards, or your relationship with New Look Skin Center or any subsidiary, parent or affiliate company or companies (whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory) will be resolved by binding arbitration, except that either of us may take claims to small claims court if they qualify for hearing by such a court.

***Arbitration Procedures.*** For all disputes, whether pursued in court or arbitration, you must first send a written description of your claim to our Customer Service department using the following email, [claims@newlookskincenter.com](mailto:claims@newlookskincenter.com), to allow us an opportunity to resolve the dispute. You and we each agree to negotiate your claim in good faith. You may request arbitration if your claim or dispute cannot be resolved within 60 days.

The arbitration of any dispute or claim shall be conducted in accordance with the rules of the California Arbitration Act. A list of arbitrators on the court's Arbitration Panel is available at the Arbitration Program Office or the Civil Business Office at all [court locations](#). Many private arbitrators and organizations offering arbitration services

have websites or advertise in various publications, including the yellow pages. You and we agree that these Terms of Use evidence a transaction in State of California commerce and that this arbitration provision will be interpreted and enforced in accordance with the California consumer arbitration rules and will not be governed by federal law. Any arbitration will be held in a reasonably convenient location in Glendale California. The arbitration will be conducted in the English language. An arbitrator may award on an individual basis any relief that would be available in a court, including injunctive or declaratory relief to the extent required to satisfy your individual claim, and must follow and enforce these Terms of Use as a court would. Any arbitration shall be confidential, and neither you nor we may disclose the existence, content or results of any arbitration, except as may be required by law or for purposes of enforcement of the arbitration award. Judgment on any arbitration award may be entered in any court having proper jurisdiction.

***Costs of Arbitration.*** Each party will bear the fees and expense of its own attorneys, experts, witnesses and preparation and presentation of evidence at the arbitration...

***Class Action Waiver and Jury Waiver.*** You and we each agree that any proceeding, whether in arbitration or in court, will be conducted only on an individual basis and not in a class, consolidated or representative action. If a court or arbitrator determines in an action between you and us that this class action waiver is unenforceable, the arbitration agreement will be void as to you. If for any reason a claim proceeds in court rather than through arbitration, you and we each waive any right to a jury trial.

## **GOVERNING LAW**

Any dispute arising from these Terms of Use or your access to or participation in NLSC Rewards will be governed by and construed and enforced in accordance with the laws of California, without regard to conflict of law rules or principles. Any dispute between the parties that is not subject to arbitration or cannot be heard in small claims court will be resolved in the state or federal courts located in Glendale, California.

## **SEVERABILITY**

If any provision or part of a provision of these Terms of Use is unlawful, void or unenforceable, that provision or part of the provision is deemed severable from these Terms of Use and does not affect the validity and enforceability of any remaining provisions.