



MARINA DEVELOPMENTS LTD

Otium Rewards for Visitors / Simply Plus Otium Terms and Conditions

SCHEDULE 4 OTIUM POINTS RULES

1. OTIUM POINTS ACCOUNT

- 1.1. These rules govern the collection and use of Otium Points and set out the terms of the contract between MDL and the Otium Points Account Holder.
- 1.2. An individual can apply for the loyalty scheme and become a member ("an Otium Points Account Holder") if they have a current annual Berthing plus Otium package or a Dry Stack plus Otium berthing package. Customers without Berthing plus Otium packages can also apply for the loyalty scheme and earn Otium Points at the visitor rates.
- 1.3. The Otium Points Account Holder can then earn points on various purchases from MDL or their promotional suppliers. The Otium Points will be recorded on the Otium Points Account Holder's account held by MDL ("the Otium Points Account"). Points will not be awarded if the account holder's boat or boats are being managed through a third-party tenant or non-tenant business.
- 1.4. MDL reserve the right to refuse an application for any good reason for entry into the loyalty scheme.
- 1.5. MDL will set up an Otium Points Account to record points earned or redeemed by each Otium Points Account Holder.
- 1.6. The Otium Points Account is linked to the Otium Points Account Holder's Boat(s). The Otium Points Account Holder may have all their Boats on one Otium Points Account and use the Otium Points interchangeably between such Boats. Tenant/non tenant businesses can not earn Otium points when managing their customer's vessels.
- 1.7. An Otium Points Account Holder converting from a berth holder status to a visitor status will automatically have remaining Otium points deleted from the Otium Points Account on the expiry of the berthing contract. An Otium Points Account Holder converting from a visitor status to a berth holder will automatically keep the points balance and will start to earn on the berth holder rate.
- 1.8. Otium Points are valid for 3 years, any unused points that mature at year 3 are automatically deleted from the Otium Points Account. Otium Points are redeemed using the oldest points first.
- 1.9. Entitlement to Otium Points will be suspended in cases where payments are overdue to MDL or when an Owner is in breach of any agreement with MDL or the Marina Regulations and/or Code of Conduct.

2. EARNING OTIUM POINTS

- 2.1. MDL award Otium Points when the Otium Points Account Holder has undertaken a relevant transaction with MDL or one of their promotional suppliers. The amount of Otium Points awarded may change and will vary depending on the good and/or services bought, the amount spent and where the transaction takes place. Full details of how Otium Points are awarded can be found in the Collect Points section at mdlmarinas.co.uk/otium.
- 2.2. Otium Points will not be awarded for non-qualifying products, including Freedom Berthing packages. Please see full list of products on the Collect Points section at mdlmarinas.co.uk/otium.
- 2.3. The Otium Points Account can earn a maximum of 10,000 points in a 12-month period.
- 2.4. MDL may set a value on the number of Otium Points boosted as part of a promotion on which additional Otium Points are available. Individual boost promotions may have different limits as communicated in the purchase conditions. Any participation in promotional offers above and beyond what could objectively be considered consumer behaviour or personal use may be considered by MDL as abuse of the loyalty scheme.
- 2.5. MDL will remove Otium Points at any time if products are returned for any reason and a full or partial refund of the purchase price is given.

This also applies to the exchange of products, unless the exchange is for products with an equivalent value.
- 2.6. Otium Points awarded at the time of the transaction may be removed or cancelled if MDL determines that the Otium Points were collected in breach of these Rules or were awarded in error.
- 2.7. Otium Points Account Holders may earn Otium Points when paying for their annual berthing, other than Freedom Berthing packages. Annual berthing paid for by direct debit, will have Otium Points awarded on a monthly basis. Otium Points Account Holders paying for their annual berthing in full will receive the applicable Otium Points in full at the start of their agreement.

- 2.8. Otium Points earned on a transaction:
- 2.8.1. will be available to spend on the Otium Points Account within 2 working days of such transaction; and
 - 2.8.2. cannot be redeemed against the same transaction.
- 2.9. Otium Points are earned on the remaining transaction cash value, when Otium Points are used to pay for part of the transaction.

3. REDEEMING OTIUM POINTS

- 3.1. The Otium Points Account Holder can redeem Otium Points to obtain goods and services or discounts from MDL or one of their promotional suppliers. Otium Points cannot be converted to cash, vouchers, or any other scheme.
- 3.2. The amount of Otium Points needed may change and will vary depending on the products bought, the amount spent and where the transaction takes place. Full details of how points are redeemed can be found on the MDL web site, www.mdlmarinas.co.uk.

4. GENERAL

- 4.1. All goods and services or discounts from MDL or one of their promotional suppliers are subject to availability.
- 4.2. Transactions on which Otium Points are earned or redeemed which are made with one of MDL's promotional suppliers are made directly with that supplier and MDL have no responsibility for the delivery, standard, quality or otherwise of any goods and services received or supplied or the failure of the supplier to honour a redemption or make specific goods, services or discounts available.
- 4.3. Transactions on which Otium Points are earned or redeemed are subject to all applicable legal rules and the terms and conditions (including booking requirements, cancellation restrictions, return conditions, warranties and limitations of liability) of MDL or the applicable promotional supplier.
- 4.4. Redeemed Otium Points cannot be used again. If a transaction on which Otium Points are issued or redeemed is cancelled, reversed or not completed, MDL will reverse the associated Otium Points movement. If insufficient Otium Points are available, or MDL suspect fraud or misconduct, any benefits may be refused or cancelled.
- 4.5. Otium Points are personal to the Otium Points Account Holder and cannot be transferred to another Otium Points Account Holder. Otium Points Account Holders may inherit the Otium Points of a family member who has died by providing a written request informing MDL of the account details of the deceased.

- 4.6. Otium Points can only be earned, held, or redeemed as set out in these Rules. Any other use, award, sale, exchange or transfer of Otium Points, or attempt to do so, is a serious breach of these Rules. Any Otium Points not earned and held in accordance with these Rules will be invalid and cannot be redeemed. Any such Otium Points on an Otium Points Account will be deducted and, if they are redeemed, MDL may take other appropriate action.
- 4.7. MDL's Privacy Policy sets out the information that we will gather on Otium Points Account Holders, how an Otium Points Account Holder uses the Otium Points Card and earns and redeems points, how this information will be used and who it may be shared with. The Privacy Policy can be found on www.mdlmarinas.co.uk.
- 4.8. Otium Points Cards are the property of MDL and must be returned to MDL on request or destroyed when no longer valid for use. The Otium Points Account Holder is responsible for the security of all Otium Points Cards issued on the Otium Points Account. If an Otium Points Card is lost or the holder thinks an unauthorised person has become aware of any security code, password or account number, they should contact MDL immediately.
- 4.9. MDL may close any Otium Points Account on which no points have been earned or redeemed for a continuous period of at least 12 months.
- 4.10. MDL may, on notifying the Otium Points Account Holder, immediately suspend or terminate the rights of any Otium Points Account Holder, and/or close any relevant Otium Points Account, if:
- 4.10.1. they breach these Rules or any applicable terms and conditions;
 - 4.10.2. MDL reasonably believe that any Otium Points Account Holder have dealt with Otium Points in a manner not permitted by these Rules or any applicable terms and conditions;
 - 4.10.3. there is any theft from or misconduct in connection with MDL;
 - 4.10.4. any Otium Points Account Holder supplies false or misleading information to MDL; or
 - 4.10.5. any Otium Points Account Holder are abusive or offensive to any member of MDL staff.
- 4.11. Any Otium Points Account Holder can close the Otium Points Account at any time by notifying MDL. If an Otium Points Account is closed the Otium Points Account Holder rights to redeem Otium Points from that Otium Points Account are lost.
- 4.12. MDL may make changes to these Rules and will give the Otium Points Account Holder as much notice as MDL reasonably can. Earning or redeeming points on an Otium Points Account will constitute acceptance of the revised Rules.

- 4.13. MDL may suspend or terminate the Otium Points loyalty scheme but will give as much notice as MDL reasonably can before doing so. If this happens all Otium Points Accounts will be suspended or terminated.
- 4.14. MDL's only responsibilities with respect to the Otium Points scheme are set out in these Rules which are subject to English Law.
- 4.15. MDL will only be liable to an Otium Points Account Holder who suffers loss as a result of our breach of these Rules and, if so, our sole liability will be to credit to the relevant Otium Points Account any Otium Points which have been wrongly deducted or should have been credited but were not.
- 4.16. These Rules shall not exclude or limit MDL liability for death or personal injury caused by MDL's negligence.
- 4.17. These Rules prevail in the event of any conflict or inconsistency with any other communications, including advertising or promotional materials.

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