

Loyalty Program

Istra Val Max Realestates

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Introductory provisions

- 1.1 The Business Unit IVMN-Burger Max-BMX, OIB: 02517468701, Pula, Stoja 14a, for the purposes of the Reward program defines the instructions and rules of use of the Program.
- 1.2 These Rules govern the relationship between the Program Members and Burger Max-BMX as Program Manager.
- 1.3 The Program aims to enable its Members to enjoy the Benefits. Each Member of the Loyalty Program declares that he/she has read and understood the provisions of these Rules and that he/she accepts them in full.
- 1.4. Members will be notified of any changes to the Program Rules at www.burgermaxbmx.hr
- 1.5 These established rules shall apply from 16 February 2021.

About the program

- 2.1. The goal of the Program is: • to enable Program Members to achieve various benefits by purchasing in Burger Max – BMX
- 2.2 The Program is open to persons of at least 16 years of age who comply with all requirements under these Rules, provide all necessary consents and the required personal data. In the event of a change in personal data or a revocation of the required consents, Members shall notify Burger Max - BMX appropriately and/or to the e-mail address info@burgermaxbmx.hr
- 2.3. Benefits and Rules will be publicly available at any time via the website www.burgermax_bmx.hr / rules-rewarding and will regulate the rules of rewarding and ways of collecting and calculating reward points, as well as other information related to rewarding and benefits of the Program. The rules of rewarding can be changed at any time and their change does not represent a change of these Rules.

Joining the program

The condition for obtaining a "Loyalty Card" is that you have made a purchase or order in the amount determined by this Program or that you are a regular guest of the restaurant.

- 3.1 To become a Member, a person aged 16 years or older fills in all the required fields on the application form when completing the application form to join the Program: Name, Surname, Gender, Date of Birth, Home Address, Mobile Number and Email Address.

3.2. By filling in the application form, the person submits an application for membership in the Program and unconditionally accepts these Rules as well as other documents to which the Rules refer.

3.3 By issuing a loyalty card, Burger Max-BMX accepts a Member's admission to the Program. The loyalty card is non-transferable and can only be used by the Member to whom it is issued.

3.4. The card is marked with a number and the number from each card is linked to the data from the application form.

3.5 This customer card is only valid in the territory of the Republic of Croatia.

Program members

There are three user groups (memberships)

1. BMX + Card
2. BMX + Gold
3. BMX + Premium

BMX + Card

- is the basic level of membership, which is acquired through membership when the account exceeds 100.00 KN. Users receive a 5% discount on each subsequent BMX purchase and can accumulate points and select one of the options offered from the table below. The validity of the BMX + Card is 12 months.

BMX + Gold

- is a type of membership that is acquired when your bill exceeds 250.00 KN, or regardless of the amount of your bill if you are a regular guest * of the restaurant. Any holder of the "BMX + Gold Loyalty Card" receives a 15% discount on our services.

* Any user who uses our services at least three times a week is considered a regular guest. This entitles you to a BMX + Gold loyalty card. The validity of BMX + Gold is 12 months.

BMX + Premium

- is the type of membership acquired when the bill exceeds 500.00 KN, or regardless of the amount of your bill if you are a regular guest ** of the restaurant. Every holder of the "BMX + Premium Loyalty Card" receives a 25% discount on our services.

** Every user who uses our services at least five times a week is considered a regular guest. He thus acquires the right to a BMX + Premium Loyalty Card. The validity of BMX + Premium is 12 months.

4.1 Members may use the benefits of the program exclusively for personal purposes upon presentation of their customer card.

4.2 By entering personal data in the application form, the Member is explicitly and unambiguously warned that he/she is giving his/her consent to receive information about the Program and to receive offers and benefits by mobile phone and e-mail.

4.3 Burger Max-BMX is not liable for actions taken via its Loyalty card. In the event of loss or theft of the card, the member notifies Burger Max - BMX by e-mail info@burgermaxbmx.hr

Personal information and privacy

5.1 Burger Max - BMX processes personal data of Program Members solely for the needs of the Program and for the purpose of administration of the Program. Burger Max - BMX processes the personal data it has collected from Program Members during registration (in the application form, by telephone, via the mobile application) and the data it has collected about Members during their use of the Program as Program Manager.

5.2. The Privacy Policy of the Program is available via the website.

Termination of membership

6.1 Burger Max-BMX reserves the right to terminate any element of the Program or the entire Program at any time without prior notice. Any changes to the Burger Max-BMX Program Rules will be posted on the Website.

6.2. Membership in the Program terminates:

- resignation of a Member;
- expulsion of a Member;
- by terminating the Program.

6.3 The Member has the right to withdraw from the Program at any time by duly completing the Application for Withdrawal from the Program, which can be sent to the email address info@burgermaxbmx.hr. Withdrawal from the Program shall take place within 30 days of receipt of the application by Burger Max-BMX.

6.4 Burger Max-BMX may exclude a member from the program without special or prior notice if there is a breach of the rules or if this is necessary for Burger Max-BMX to comply with a contractual or legal obligation.

6.5 On the date of termination of the Program, the date of resignation, or the date of the expulsion, the Member shall permanently lose all his/her membership rights, including the right to any points or benefits previously accrued.

6.6 Burger Max-BMX accepts no responsibility for any material or immaterial damage caused by an error due to which the Member was not informed of points or benefits or the Member lost the right to them or was unable to exercise them, except in the case of intent or utter negligence on the part of Burger Max -BMX.

6.7 Burger Max-BMX accepts no responsibility for the accuracy of the information provided in the application form or for any material or immaterial damage that may occur on this basis.

Applicable law

7.1 In the event of a dispute concerning the Program, the law of the Republic of Croatia shall prevail and the jurisdiction of the court with actual jurisdiction in Pazin shall be established.