

Last updated: August 23, 2022

Oakly Referral Program Terms and Conditions

Oakly B.V. (Oakly, we, us) offers you the opportunity to earn rewards by referring hotels to try Oakly. These terms and conditions (Terms) apply to your participation in our referral program (Program). By participating in the Program, you agree to use the Program as outlined herein, and consistent with any other terms we may apply to the Program. If you do not agree to these Terms in their entirety, then you cannot register and participate in the Program.

1. Eligibility. In order to participate in the Program you must be at least 18 years old. Employees of Oakly, their immediate family and household members, and any other persons involved in the organization or operation of the Program are excluded from participating.
2. Participation. In order to participate in the Program, you must register via <https://www.oakly.com/referrals>. Upon registration, you will be provided a personal referral link which you can share with hotels at free will.
3. Rewards. If a hotel uses your personal referral link, concludes a service agreement with Oakly and is on-boarded by Oakly, you will receive a gift voucher (Voucher) worth €400 on Amazon. Amazon terms and conditions apply. Vouchers are non-transferable nor redeemable for cash. Vouchers are subject to verification and will generally be awarded within 60 days of verification. You are only eligible for one referral reward per hotel. If your referral has already signed up to Oakly, you may not be eligible for a Voucher. Oakly may withhold Vouchers if it reasonably believes additional verification is required or in case of violation of these Terms.
4. Duration. We reserve the right to cancel, modify or terminate the Program at any time for any reason. In addition, we reserve the right to disqualify any participant at any time from participation in the Program if we have a good faith belief that he/she has violated any of these Terms.
5. Privacy. The personal information collected, processed and used as part of the Program will be used in accordance with Oakly's Privacy Policy, which is available for your review at [oakly.com/privacy-policy](https://www.oakly.com/privacy-policy).
6. Bulk distribution. You are the actual sender of the emails and must comply with applicable law. Referrals must be created and distributed in a personal manner that is appropriate and customary for such communications. By submitting any email address as part of the Program, you represent that you have the appropriate permission and consent. Bulk email distribution, distribution to strangers, or any other use of the services described herein in a manner that is not promoted is expressly prohibited and may be grounds for immediate removal from the Program and further legal action.

7. Applicable law. These Terms and the Program are governed by Dutch law. If you are acting as a consumer and if mandatory statutory consumer protection regulations in your country of residence contain provisions that are more beneficial for you, such provisions shall apply irrespective of the choice of Dutch law. As a consumer, you may bring any judicial proceedings relating to the Terms and the Program before the competent court of your place of residence or the competent court of Oakly's place of business in the Netherlands. If Oakly wishes to enforce any of its rights against you as a consumer, we may do so only in the courts of the jurisdiction in which you are a resident. If you are acting as a business, you agree to submit to the exclusive jurisdiction of the court in Amsterdam, the Netherlands.
8. Updates. We can update these terms at any time without prior notice. If we modify these terms, we will post the modification on our website, applications, or services, which are effective upon posting. Continued participation in the Program after any modification shall constitute consent to such modification.