



GENERAL TERMS AND CONDITIONS OF THE MY ELEMENT PROGRAMME

Effective Date: June 2025

PLEASE READ THESE TERMS CAREFULLY. BY PARTICIPATING IN THE MY ELEMENT LOYALTY PROGRAMME, YOU ACKNOWLEDGE THAT YOU HAVE READ AND ACCEPTED ALL THE TERMS SET FORTH HEREIN AND ALL TERMS INCORPORATED BY REFERENCE. IF YOU DO NOT ACCEPT ALL OF THESE TERMS, YOU MAY NOT PARTICIPATE IN THE MY ELEMENT PROGRAMME.

The MY ELEMENT loyalty programme (hereinafter referred to as “MY ELEMENT”) is a loyalty programme offered by NA PALI SAS / Boardriders Europe and its European subsidiaries (“Boardriders,” the “Company,” “we”) to customers who meet the eligibility criteria set out below.

MY ELEMENT is valid online at www.elementbrand.eu in Germany, Austria, Belgium, France (including Monaco), Italy, Luxembourg, Portugal, the United Kingdom, Ireland, Sweden, Switzerland, Spain, the Netherlands, Denmark, and Finland (hereinafter, the “Sites”) and in participating Boardriders and Element-owned retail stores (store list available via the store locator on www.elementbrand.eu) (hereinafter, the “Stores”).

By creating a user account on the Element website, you are automatically enrolled in the MY ELEMENT programme. By creating an account and/or enrolling in the MY ELEMENT programme, you agree (with parental or legal guardian consent if you have not reached the age of majority) to participate in the MY ELEMENT programme. By participating in the programme, you also subscribe to communications sent by Element, some of which may be of a commercial nature.

A. Acceptance of Membership Terms

Membership in MY ELEMENT is open to any natural person residing in one of the above-listed countries and aged 18 or older (or the age of majority in their country of residence) at the time of registration. By applying for membership, you declare that you meet these eligibility criteria.

Employees, officers, directors, agents, and representatives of the Company are not eligible for membership. You must read and accept these general terms and conditions of membership (“General Terms”).

EXCEPT WHERE AND TO THE EXTENT PROHIBITED BY LAW, the Company may, at any time and at its sole discretion, revise, restrict, or change the rules, regulations, and benefits of MY ELEMENT (as defined in section B below), as well as the eligibility criteria and other features of the programme, or suspend or terminate the programme at any time, without prior notice. In such a case, the Points you have earned (as defined in section B) may be cancelled or expire.

The Company also reserves the right to delete your account and/or terminate your participation in the programme if it determines, at its sole discretion, that you have violated these General Terms, that you hold more than one (1) MY ELEMENT account, or that the use of your account or Company-owned content or materials is harmful, unauthorised, misleading, fraudulent, or unlawful.

B. Programme Overview

As a MY ELEMENT member, you may earn MY ELEMENT points (“Points”) by:

- (i) Purchasing Element-branded products or eligible third-party products as determined by Boardriders at its sole discretion (excluding electronic or physical gift cards, shipping and handling fees, and applicable sales taxes) on the Sites or in the Stores (“Eligible Purchases”); and
- (ii) Participating in activities that allow you to earn additional Points, as offered from time to time by the Company (e.g., double points on Tuesdays, surveys, etc.).

The Points you earn provide access to certain benefits (“Benefits”) set by the Company at its sole discretion.

C. Enrolling in the MY ELEMENT Programme

To join MY ELEMENT, you may apply at a participating Store or register online on our Sites by creating an account. Once registered, you will receive a welcome message.

Automatically enrolled members include:

1. Customers with an existing Boardriders user account who have purchased Element products in the past 24 months;
2. Individuals who previously enrolled in the Boardriders Club loyalty programme via a Element Site before the launch of MY ELEMENT;
3. Individuals who registered for the Boardriders Club loyalty programme via the Boardriders Club website or app and had not yet made purchases of our in-house brands.

Participation in the MY ELEMENT programme implies acceptance of these General Terms.

All valid and existing Boardriders Club points and vouchers earned prior to automatic enrolment in MY ELEMENT will be converted into an equivalent number of Points.

To enjoy the full benefits of the MY ELEMENT programme, including access to exclusive offers, we recommend subscribing to all MY ELEMENT emails. You will receive regular communications from us, including both marketing and transactional emails. Examples include welcome messages, account updates, notifications of earned Benefits, and other programme-related communications.

You can unsubscribe at any time from marketing, transactional emails, or both. However, if you unsubscribe from marketing emails, you may miss out on notifications about certain Benefits (e.g., birthday offers, promotions). You can still access your membership status, Points, and Benefits by logging into your account.

You are responsible for ensuring the accuracy of the information you provide. The Company reserves the right to request proof of identity at any time, especially in the case of duplicate names.

Only one (1) MY ELEMENT membership is allowed per person (same name and email address). In the event of a dispute over account ownership, the registration will be deemed to belong to the authorised holder of the email address used at the time of enrolment.

The “Authorised Account Holder” is defined as the natural person assigned the email address by an internet provider, online service provider, or other organisation responsible for email assignment for that domain.

Membership, Points, and Benefits are non-transferable, personal, and for individual, non-commercial use only.

D. Earning Membership Points

You will start earning Points over a 12-month period from the date you join MY ELEMENT and receive 100 Points with your first purchase. You will also earn Points on all Eligible Purchases and by participating in other special programmes and promotional offers announced from time to time by Element or authorised partners.

Your Points become active 8 days after the date of purchase. Until then, they will be pending. Points expire twelve (12) months after they become active, on a rolling basis.

Points have no cash value. Unless otherwise stated in a special offer, you will earn one (1) Point per euro (€1) spent (where applicable in the country of purchase) on the Sites or in a Store. For partial euros spent, Points are rounded up to the nearest euro. To earn Points on the Sites, you must be logged into your user account. To earn Points in-store, you must provide your email address or other membership details at the time of purchase. We or authorised third parties may also offer you promotional “Bonus Points”. These Bonus Points will be granted according to the terms of the relevant promotion and may be subject to additional conditions.

Points will not be awarded for unauthorised or fraudulent purchases or for purchases that, in the reasonable opinion of the Company, are made for resale or commercial purposes. No Points will be awarded for the following items: electronic or physical gift cards, shipping and handling charges, and applicable sales taxes.

Points will not be earned for purchases made as a guest (i.e., without logging in) on the Sites. Purchases made before joining the MY ELEMENT programme are not eligible for Points, except where Boardriders Club Points were previously earned and have been converted.

The Company reserves the right, at its sole discretion, to determine and assign the value of Points. In the event of a dispute over Points earned, the Company will have the final decision regarding the correct number of Points. All such decisions are final.

Currency conversion for Points earning:

- £1 = 1 point in the UK
- 1 CHF = 1 point in Switzerland
- 8 DKK = 1 point in Denmark
- 10 SEK = 1 point in Sweden
- €1 = 1 point in all other countries (Germany, Austria, Belgium, France including Monaco, Italy, Luxembourg, Portugal, Ireland, Spain, Netherlands, Finland)

E. Membership Benefits

Membership Benefits include single-use vouchers redeemable for discounts on purchases made on the Sites or in the Stores, according to the table below:

Points Accumulated	Voucher Value (€)	Minimum Purchase (€)
200–299	€10	€20
300–599	€15	€25
600–899	€30	€50
900–1199	€45	€75
1200–1499	€60	€100
1500–2999	€75	€125
3000+	€150	€200

Voucher equivalents are adjusted for CHF, GBP, DKK, and SEK currencies, as listed in the original document.

Each voucher is valid for 12 months from its issue date (or any other date specified on the voucher).

Vouchers can only be used once and are redeemable only for purchases of Element or Boardriders brand products (e.g., ROXY, DC SHOES, BILLABONG, ELEMENT, RVCA) made on the Sites or in the Stores. Vouchers have no monetary or commercial value and are non-transferable. Limits may apply to the number of vouchers used in a single transaction.

Points	CHF - EUR - GBP		DKK (couronne danoise)		SEK (couronne suédoise)	
	Bon	Minimum	Bon	Minimum	Bon	Minimum
200	10	20	80	160	100	200
300	15	25	120	200	150	250
600	30	50	240	400	300	500
900	45	75	360	600	450	750
1200	60	100	480	800	600	1000
1500	75	125	600	1000	750	1250
3000	150	200	1200	1600	1500	2000

Loyalty Discount after First Purchase

Upon registration and completion of your first purchase, you will receive a **one-time 20% loyalty discount** valid on your **second purchase**, either online on the Element Site or in participating Boardriders stores.

This discount is valid for **30 days** from the issue date and can only be used **once**. It is non-transferable and holds no monetary value.

Post-Purchase Loyalty Discount

After each purchase, and up to once every 6 months, you may receive a **€5 loyalty voucher** valid on your **next purchase of €15 or more**, online, in-store, or via the mobile apps of Boardriders brands.

This voucher is single-use and subject to the same conditions of non-transferability and non-cash value.

REMISE FIDELITE POST ACHAT	CHF - EUR - GBP		DKK (couronne danoise)		SEK (couronne suédoise)	
	Bon	Minimum	Bon	Minimum	Bon	Minimum
	5	15	40	120	50	150

Birthday Offer

Once a year, at the beginning of your birthday month, you will receive a **20% birthday discount** valid for 30 days.

This offer is valid only for purchases of Element products on the Sites or in the Stores and may be used only once.

It is non-transferable and cannot be combined with other promotions.

Free Standard Shipping & Returns

Standard shipping fees are waived for all purchases made on the Sites. Free returns are offered for all Eligible Purchases made on the Sites.

Some Benefits or Offers may not be available in all countries. The Company reserves the right to replace any Benefit or Offer at its sole discretion. Unless otherwise stated, Benefits and Offers may not be combined with other promotions and cannot be applied retroactively. The Company is not responsible for lost or stolen Benefits or Offers. If you unsubscribe from loyalty-related emails, you may not receive certain Benefits or Offers via email.

However, you can still check your Benefit and Offer status by logging into your account or visiting a Store.

F. Updating Your Account

To participate in MY ELEMENT, you must provide a valid email address and password. Your password is confidential. Anyone with access to your email and password can access your account. You agree to notify us immediately of any unauthorised use or breach of your password or email. **WE ARE NOT LIABLE FOR ANY LOSS OR DAMAGE RESULTING FROM YOUR FAILURE TO COMPLY WITH THESE SECURITY OBLIGATIONS.**

You are responsible for keeping your account information up to date. The Company is not liable if you fail to receive Points or Benefits due to outdated or incorrect information.

You may close your account by emailing: privacy.EU@boardriders.eu

G. Fraudulent Use of the MY ELEMENT Programme

Any fraud, attempted fraud, or theft on the Site or in a Store; abuse or misuse of the programme; an unusually high number of transactions in a short period; or any violation of these General Terms will result in the automatic suspension or permanent cancellation of your membership. The Company reserves the right to suspend or deactivate your MY ELEMENT account and/or cancel your Benefits without compensation. Points earned through misuse or fraud will be voided with no compensation.

H. Modifications, Failures, or Termination of the Programme

EXCEPT WHERE AND TO THE EXTENT PROHIBITED BY LAW, the Company may modify these Terms at any time without notice. The Company also reserves the right to alter or discontinue the Benefits or the MY ELEMENT programme altogether.

The Company shall not be held liable for any direct or indirect consequences resulting from programme failure. No compensation shall be owed for any modification, suspension, or termination of the programme.

If the programme is suspended, all accumulated Points may be voided at the sole discretion of the Company.

BY PARTICIPATING IN THE MY ELEMENT PROGRAMME, YOU AGREE THAT THE PROGRAMME, BENEFITS, OFFERS, AND SITES ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTY OR GUARANTEE OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

The Company does not guarantee:

- (A) That the Sites, programme, Benefits, or Offers will meet your requirements;
- (B) That access to the Sites or the programme will be uninterrupted, secure, or error-free;
- (C) That the quality of the Sites, programme, Benefits, or Offers will meet your expectations; or
- (D) That errors will be corrected.

Participation is voluntary and at your own risk. You accept full responsibility for any damage to your devices, data loss, or other harm resulting from your participation. The Company disclaims all liability for viruses, malware, or unauthorised access resulting from your use of the Sites or the programme.