



Terms & Conditions for S Factor NY \$weet Loyalty Points Program (" the Program"):

Customers of Sheila Kelley's S Factor New York, LLC are automatically enrolled in the Program at no additional cost. Sheila Kelley's S Factor New York, LLC (also referred to as "our," "us," or "we") sponsors the Program (and no other Sheila Kelley's S Factor entity). Independent third parties may, at any time and without notice to you, manage the Program.

You may earn points ("Points") by purchasing eligible classes offered by Sheila Kelley's S Factor New York, LLC. You may redeem points to purchase eligible classes ("Rewards") offered by Sheila Kelley's S Factor New York, LLC and no other entity (including other Sheila Kelley's S Factor locations).

Program Terms & Conditions ("Rules") are subject to change. When any change is made, revisions will be reflected in this document accessible at: [www.sfactor.com/studios/nyloyaltypoints](http://www.sfactor.com/studios/nyloyaltypoints). It is your responsibility to review the Program Rules and be aware of any changes.

1. To participate in the Program, you must be an individual (no corporations, partnerships, or other entities).
2. Point earnings are based on the purchase of eligible classes offered by us. Points are calculated at each transaction and are subject to verification. All customers of Sheila Kelley's S Factor New York, LLC who have purchased an 8-week, 6-week or Private S Factor class as far back as June 19th, 2007, have already earned points retroactively. (Regarding retroactive points for Privates, the student who paid for the Private has received 40 points regardless of class duration or number of participants.) If you received a pre-approved free session (Jan 2, 2009 – Mar 20, 2009) your Points balance will reflect a deduction of 1000 Points.
3. Points will not be accrued if you owe any monies to us or any other Sheila Kelley's S Factor entity. Nor shall previously accrued Points be eligible for redemption if you have a balance due on your account.
4. Your Program points balance may be viewed at any time by logging in the S Factor NY online Student Center ("Site"). Points are not eligible for use until they have appeared in your Points balance. With the exception of their use in connection with obtaining the specific Rewards, Points have no intrinsic cash value, are non-negotiable, and cannot be redeemed for any benefit except those Rewards designated by us. Points are not your property or other person, and may not be brokered; bartered; attached; pledged; gifted; sold; or unless specifically authorized by us, transferred to anyone else under any circumstances, including, but not limited to: disability; death; upon operation of law, or in connection with any domestic relations dispute and/or legal proceeding. We shall have no liability for disagreements between you and us regarding Points. Points cannot be used to pay off or pay down monies owed to us. Discrepancies about Point earnings are not treated as billing disputes. Our decisions regarding Point discrepancies shall be final. Unless specifically authorized by us, Points and Rewards may not be combined with other discounts, special rates, promotions, or other reward programs offered by us. Unless specifically authorized by us, Points cannot be transferred between any accounts issued by us.
5. To redeem any applicable Rewards go to the Site. Redeemed Points are deducted from your Points balance as of the date you request a Reward. Requests to redeem Points may be made by the customer. Decisions made by us regarding Points redemption shall be final. Neither we nor any of the independent third parties shall have any liability for fulfilling Reward requests in good faith in response to any person claiming authority on your behalf.
6. We reserve the right to disqualify anyone from participation in the Program, refuse to award or redeem Points, and close your Rewards account if, in our sole judgment, you have violated any of the Program Rules, including but not limited to acts of fraud or other abuse. You are responsible for all transactions and other activities resulting from the use of your Points account. You must immediately notify us of any actual or suspected unauthorized use of your account.
7. We may, at any time, without prior notice, (a) change, limit, or terminate any aspect of the Program; (b) terminate the Program in its entirety; (c) amend the Program Rules, benefits or features, in whole or in part; (d) may discontinue or replace any Reward with a similar one of lesser, equal, or greater value; (e) may modify, delete or terminate any or all of the Program, the Program Rules or any portion thereof, any or all of the Rewards, benefits, or special offers if applicable; or (f) terminate a customer's participation in the Program for any reason. Changes may affect outstanding transactions and Points, and may include, but are not limited to, the earnings rate for Points, the number of Points required to redeem Rewards, the number of Points required for any Reward, the type of transactions qualifying for Points, the type or value of Rewards, the expiration date of Points and the maximum number of Points that may be earned per month or year, or otherwise, if applicable. Any of the foregoing actions may be taken even if such actions affect the value of Points already earned. The program is not scheduled to end on a predetermined date.
8. We assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, theft, destruction, or unauthorized access to, or alteration of Points accrued and redeemed or other Program activities.
9. You agree to release Sheila Kelley's S Factor New York, LLC, the independent third parties, each of their respective affiliates and subsidiaries from all liability for injury, accident, loss, claim, expense or damages sustained by you in connection with the receipt, ownership, or use of any Reward. The foregoing entities shall not be liable for consequential damages, and the sole extent of liability, if at all, shall not exceed the actual value of the Reward. We are not responsible for typographical errors and/or omissions in any Program document.
10. You are responsible for determining any tax liability arising from participation in the Program. Consult your tax advisor concerning tax consequences. The Program is subject to government approval and is void where prohibited by law. All aspects of the Program are governed by the laws of the State of New York, without any reference to its choice of law provisions.



11. Earn Points by purchasing eligible classes offered by us as indicated below. The list of eligible classes and the number of Points accrued by them may change at any time. The amount of Points earned per eligible class will not be affected by price reductions unless otherwise noted in specific offers. For example, Work Study and S Fund 8-week sessions are eligible for full Points despite their discounted tuition. As another example, students whose tuition is discounted due to \$40 referral credits also receive full Points. Introduction Classes are not eligible for Points.

Program: Points Earned Upon Purchase Of Classes

ELIGIBLE CLASS	POINTS EARNED
8-week session	100
6-week session	75
1-hr private (1 student)	40
1.5-hr private (1 student)	60
2-hr private (1 student)	80
Multiple person 1, 1.5, or 2-hr privates (per addtl person) Note: Student who books the private receives all points.	10
Specialty class (includes Pure Tease, Pure S, Intro to Pole, Lap Dance and Advanced Lap Dance)	15
Workshop classes	40
1-hr or longer Single class (includes Pole, Flight Night, S Express)	10
Intensive	100

12. Redeem Points beginning March 20th, 2009 for eligible classes offered by us as indicated below. The list of eligible classes and the number of Points needed to obtain them may change at any time. Restrictions may apply to the availability of some Rewards, such as federal, state, or local regulations or minimum age requirements. Introduction Classes are not redeemable for points.

Program: Points Needed To Purchase Eligible Classes

ELIGIBLE CLASS	ELIGIBLE CLASS POINTS NEEDED TO PURCHASED
8-week session	1000
Specialty class (includes Pure Tease, Pure S, Intro to Pole, Lap Dance and Advanced Lap Dance)	150
1-hr or longer Single class (includes Pole, Flight Night, S Express)	100

13. Points expire on a rolling basis, 3 years from the date they are credited to your account.