# **TERMS AND CONDITIONS**

## TERMS AND CONDITIONS OF MEMBER CARD (APPLICABLE TO CASH SMART CARD)

#### 1. PURPOSES

Member Card ("Card") released for Cardholder (as defined in Item 2 hereunder) shall be availed of accumulation of bonus point applicable to the bonus point gift card program which is organized by Takashimaya Vietnam Ltd ("Takashimaya", "we" or "our") and held in Takashimaya Department Store (hereinafter referred to as "Bonus Point Gift Card Program").

## 2. CARDHOLDER

The membership in the Bonus Point Gift Card Program is available to individuals who are 18 years old or higher and a Vietnamese citizen, foreigner permanent resident or work permit holder working and living in Vietnam (hereinafter referred to as "Cardholder"). The applicant may be requested to present his/her ID card or passport at the time on which the applicant registers his/her name to be member for the purpose of recording and completing the registration procedure. Each Cardholder shall only be granted one (1) member code. Cardholder may cancel or update Cardholder's membership at any time by contacting to Customer Service Center located in Level 3 of Takashimaya Department Store. In the event of cancellation of Card, all earned benefits made by Cardholder will be forfeited immediately and not be reinstated or transferred even if Cardholder later re-enrolls in Bonus Point Gift Card Program. At the time we notify that the cancelation of Card is successful, Card and account of member stored in our customer system of Takashimaya Department Store will be invalid and your Card cannot be used anymore.

## 3. PERSONAL DATA AND ITS PURPOSES

The personal data customer provided helps us to understand customer's needs, maintains our relationship with customer (Cardholder), process transactions (if any), fulfil our delivery obligations for any products, services or activities we undertake with Cardholder, and improve the quality of our services. In particular, we collect Personal Data of Cardholder for the following purposes, including without limitation: (a) to process relevant information for the provision of products, services or activities that best meet the preferences or needs of Cardholder; (b) to respond to feedback from Cardholder;

## 4. BONUS POINT GIFT CARD PROGRAM

Bonus Point Gift Card Program is organized and managed by Takashimaya Vietnam Ltd and applicable in Takashimaya Department Store. At whatever time that the customer successfully registers its owned name to become our member, such customer has entitled to participate in Bonus Point Gift Card Program. We reserves the right to change terms and conditions provided herein at any time where we have notified or registered successfully to the competent authority as required by applicable law. Any modification, supplementation of Bonus Point Gift Card Program shall be published and notified to Takashimaya's members from time to time.

## 5. BENEFITS OF CASH SMART CARD

Cash Smart Card, at all time, is property of Takashimaya Vietnam Ltd and is not transferable. In the event of loss or theft, Cardholder is immediately acquaint us with such loss or theft. Cash Smart Card is used only for the purpose of accumulation of bonus point whenever Cardholder

shops at Takashimaya Department Store and pays by cash, or Rose Gift Card – issued by Takashimaya, or Saigon Centre Gift Card – issued by Keppel Land Watco II Ltd, or pays by credit/debit card identified by Cardholder's name which is offered by competent banks. For the avoidance of doubt, payment by gift voucher under any form shall not be counted to collect bonus point.

Bonus point shall be collected by Cardholder and may exchange to Bonus Point Gift Card in accordance with terms and conditions of Bonus Point Gift Card Program (please refer to the below description), the Bonus Point Gift Card is redeemed according to the redeemed limitation.

Policy: Every spending VND 20,000 at Takashimaya Department Store Cardholder gets 200 points as recorded in the customer account at the time Cardholder completely ends the transaction. At whatever time that the total spending equals to VND 20,000,000 Cardholder has entitled to exchange one (1) Bonus Point Gift Card valued VND 200,000.

A time period of 01 year shall be applicable to Cardholder to redeem the bonus point collected by Cardholder and commenced from the date on which Cardholder pays for the last transaction in Takashimaya Department Store.

## 6. CARDHOLDER RESPONSIBILITY

At whatever time for payment, Cardholder must present member card for the purpose of recording bonus point as required in Bonus Point Gift Card Program. For the avoidance of doubt, we do not accept to record any bonus point in the event that Cardholder provides the receipt or invoice in respect to transaction made previously to in time on which Cardholder has registered successfully to be member of Takashimaya Department Store, or Cardholder's request of recording bonus point is not given in the same date on which Cardholder completes the purchase of goods/services. Subject to provisions of particular program, Cardholder shall be requested to present ID card or passport to verify Cardholder's eligibility. If Cardholder has not been recorded bonus points yet in consistent with provisions of Bonus Point Gift Card Program, please directly contact to our Customer Service located at Level 3 in Takashimaya Department Store.

The Cardholder is responsible for paying any taxes and for making all applicable disclosures to third parties regarding to his/her membership benefits, including the party who paid for the transaction from which Cardholder earned the membership benefits. We will not be liable for any tax liability, duty or other charges incurred by any member in connection with the issuance of membership benefits or awards. Membership benefits may not be sold, bartered or transferred (other than by us or our agents). Any attempted transfer, sale or barter by Cardholder or on Cardholder behalf will be void. We and/or our Bonus Point Gift Card Program affiliates may refuse to honor or recognize any membership benefits which we or they conclude have been transferred, sold or bartered.

We may cancel accumulated bonus point, suspend or terminate Cardholder's membership at any time with immediate effect, confirmed by written notification to Cardholder if, in our sole discretion, Cardholder has (a) acted in a manner inconsistent with applicable laws or ordinances, (b) acted in a fraudulent or abusive manner, (c) breached any of these terms and conditions, (d) engaged in fraud or abuse concerning commission, award usage or membership card and benefits, or (e) failed to pay any bill when due (if any) and (f) others. We also take appropriate legal action

if any of the items listed above occurs. Nothing contained in these terms and conditions shall limit us in the exercise of any legal or equitable rights or remedies.

Cardholder may change its owned personal details and communications preferences at any time, but to change the name on our records, Cardholder should send satisfactory written proof of a legal name change such as a copy of your marriage license, divorce decree, official judgment of name changes and a driver's license. Personal details of Cardholder shall not be disclosed and transferred to any third party without consent of Cardholder, excepting for providing to the authority for the purpose of investigation as requested or by laws.

## 7. FEEDBACK

All Bonus Point Gift Card Program communications will be sent to Cardholder at the mailing address and/or e-mail address which Cardholder provide on the face of member card application form or otherwise provide to us. The information furnished on the application are committed by Cardholder to be true and accurate, we shall not be responsible for settlement any claims due to provision of improper information.

For more information on TAKASHIMAYA MEMBER CARD visit www.takashimaya-vn.com or contact CUSTOMER SERVICE CENTER, level 03, Ho Chi Minh city in Takashimaya Department Store.