

SC VivoCity REWARDS+ LOYALTY PROGRAM

TERMS & CONDITIONS

Please read these terms of use carefully before using our application. These terms and conditions on the application govern your use of our SC VivoCity mobile application (the “**SC VivoCity App**”) of the SC VivoCity Rewards+ Program (“**Program**”), and also include important disclosures and regulatory information that are associated with the services available on the SC VivoCity App (“**Terms and Conditions**”) all of which are important and affect your legal rights, so please read them carefully.

By accessing or using the SC VivoCity App, you represent that: (a) you have read, understand, and agree to be bound by the Terms and Conditions, (b) you are of legal age to form a binding contract with legal entity operating SC VivoCity Shopping Mall (hereinafter referred to as “**SC VivoCity**” or “**we**” or “**us**”), and (c) you have the authority to enter into the terms of use personally.

You agree to be bound by the Terms and Conditions described herein and all terms incorporated by reference. Your access to and use of the SC VivoCity App constitutes your acceptance of and agreement to abide by each of the Terms and Conditions set forth below.

A. SC VivoCity REWARDS+ PROGRAM

1. The SC VivoCity Rewards+ Program is a mobile app-based loyalty program which is designed for Members to earn points (“**Vivo Points**”) when shop, dine, play at SC VivoCity Shopping Mall and use Vivo Points to redeem for exciting rewards (including e-vouchers, physical vouchers, gifts, etc.) as provided under this Terms and Conditions (“**Rewards**”).
2. Stores located in SC VivoCity Shopping Mall eligible to take part in the Program as participating partner (subject to policy of SC VivoCity from time to time) which allow Members to earn Vivo Points from spending at their store and/or offer Members sales promotion and/or taking part in the redemption of Rewards in the Program are called **Participating Stores**, except the followings (“**Non-Participating Stores**”):
 - a) California Fitness & Yoga Center, Vita Clinic
 - b) Pushcarts, temporary tenants at atrium spaces, event spaces and pop-up kiosk with leasing term less than six (06) months.
3. The application, use of and entitlement to and under the Program and Rewards shall be carried out strictly within the territory of Vietnam.

B. MEMBER REGISTRATION

1. This Program is open to Vietnam citizens with valid citizen/ national identification card issued in Vietnam and is currently a resident in Vietnam. All applicants must be at least fifteen (15) years of age at the time of application for Program membership.
2. To become a member of the Program, shoppers download the SC VivoCity App from Apple App Store (for iOS) or Google Play (for Android) on mobile device, follow steps on the SC VivoCity App and sign up for a SC VivoCity Rewards+ Membership Account (“**Membership Account**”). The Membership Account will hold information of the Members in relation to and during the use of the Program.
3. To sign up for the Membership Account, the applicants are required to provide certain basic personal data and agree with the [Privacy Policy](#), including full-name (*), date of birth, gender, mobile phone number (*), email address (*), and home address (city & district only). Information field with (*) is must-have. Personal information provided should be true and accurate. Full name registered for Membership Account must be precisely as on citizen ID.

4. After signing up, the applicants will become an official member of the Program and using the Program after the Membership Account has been successfully activated (“**Member**” or “**you**” or “**your**”). Membership Account is issued for individuals only. A Member is entitled to have one (01) Membership Account.
5. Members can enjoy membership privileges of the Program at SC VivoCity Shopping Mall subject to these Terms and Condition. The Member must promptly update on the Program of any change in his/her in personal details (including but not limited to mobile phone number and/or email address).
6. You bear full responsibility for the legitimacy, and authenticity of your personal identity information.

C. MEMBER TIERS AND BENEFITS

| | Silver | Gold | Platinum |
|----------------------------|---|---|-------------------------------------|
| Required annual spending | Less than VND 50,000,000 | From VND 50,000,000 to less than VND 200,000,000 | From VND 200,000,000 upwards |
| Birthday gift (*) | Not applicable | Up to VND 100,000 (gift/voucher) | Up to VND 200,000 (gift/voucher) |
| Promotions on parking fees | Yes | Yes | Yes |
| Rewards+ Gift | Based on points accumulated and mechanics of promotion campaign | | |
| Other member privileges | <ul style="list-style-type: none"> - Enjoy exclusive member privileges from the Program - Various discounts from the Participating Stores | | |

D. QUALIFYING RECEIPT

1. All receipts incurred from Participating Stores in SC VivoCity Shopping Mall which arise from the Member’s personal spending made after the commencement of their Membership Account (i.e. after the account is successfully activated) will be eligible for entering into the Program and accumulating for Vivo Points if:
 - a) The minimum purchase value of the receipt is VND 50,000, after deduction of all refund, gift-cards, vouchers, discounts, other promotions applied; and
 - b) Not being deemed invalid or ineligible; and
 - c) In the proper form as prescribed hereunder.
2. Receipts incurred from Participating Stores listed as below shall not be eligible for submission if:
 - a) Handwritten receipts;
 - b) Reprinted receipts;
 - c) Movie ticket receipt that does not include all of the information required in clause D.5.
 - d) Torn, faded, crumbled or distorted receipts in any way;
 - e) Receipt from deposit placements, advance order placements and instalment payments with the store;
 - f) Value added tax invoice;
 - g) Transaction slips of debit card, credit card, bank transfer, receipt of money withdrawal from ATM, currency exchange;
 - h) Receipts from purchase of vouchers (store gift vouchers/cash voucher/gift cards) and other top-ups (including apps play cars, prepaid card, mobile phone card top-up etc)

- i) Package utilization receipts (ex: purchase package of 03 months entry to children playground, package of 06 months membership to gym center, etc)
 - j) Those not meet requirements provided under the Terms and Conditions
3. Receipts must be submitted to SC VivoCity App by the end (23 hour 59 minutes) of the next day of date of purchase printed on the receipt.
 4. Only one receipt image can be uploaded to SC VivoCity App at a time. Uploading more than one receipt in a single snap may result in the receipts being declined.
 5. Valid image of receipt qualifying for the accumulation of Vivo Points needs to include all of the following information:
 - a) Name of Shopping Mall (SC VivoCity)
 - b) Store Name
 - c) Final purchase payment amount
 - d) Receipt number or Transaction number
 - e) Receipt date & time
 6. In case the receipt is too long, to shorten the receipt, please fold the receipt from the middle, but must also include the required information as above-mentioned in Item D(5).
 7. Any receipt or image of the receipt submitted to SC VivoCity App should be clear, in a whole and easily readable. SC VivoCity reserves the right to declare the receipt as unclear, incomplete and hence not qualified for and not to accumulate the purchase value for Vivo Points.
 8. Member may be required to submit supporting documents (personal documents, payment slips, etc) for verification purposes. Therefore, Member should keep proof of the purchase for a minimum of seven (07) working days or until when the receipt submission has been approved and Vivo Points are successfully accumulated in Membership Account. The proof of purchase must be in complete and whole form and easily readable.
 9. At the sole and absolute discretion, SC VivoCity may accept or reject receipts as invalid/ unqualified, and such determination shall be final and conclusive.

E. ACCUMULATION OF VIVO POINTS

1. Spending value of Members at the Participating Stores in SC VivoCity Shopping Mall can be converted to Vivo Points, subject to qualified receipt, with conversion rate as specified below:

| Group | Participating Stores | Amount spent | Vivo Point to earn in exchange |
|-------|---|--------------|--------------------------------|
| 1 | <ul style="list-style-type: none"> • All stores EXCEPT those in Group 2 below and Non-Participating Stores • CGV Cinemas (<i>*points not counted for member tier upgrade</i>) | VND 10,000 | 01 Vivo Point |
| 2 | <ul style="list-style-type: none"> • Co-opXtra hypermarket (<i>*points not counted for member tier upgrade</i>) | VND 30,000 | 01 Vivo Point |
| 3 | <ul style="list-style-type: none"> • VietinGold • PNJ • Diamond World • INNO | | |

| | | | |
|--|---|------------|---------------|
| | <ul style="list-style-type: none"> • Gintell • Ogawa • Poongsan • T&T Jewellery | VND 50,000 | 01 Vivo Point |
|--|---|------------|---------------|

2. Members can accumulate and Membership Account can be credited up to **maximum of eight hundred (800) Vivo Points per day**.
3. Receipts issued by the Non-Participating Stores are not eligible for Vivo Point accumulations. This limitation is subject to change at SC VivoCity's sole discretion from time to time without prior notice.
4. Vivo Points earned from spending at Co-opXtra hypermarket and CGV Cinemas are eligible for redemption for Rewards but will be excluded from and not counted for membership tier upgrade.
5. Upon successful submission of qualified receipt on SC VivoCityApp, Vivo Points will be credited to the Membership Account within 07 (seven) working days (excluding public holidays).
6. Vivo Points accumulated will be based on the final payment amount that has excluded all refund, gift-cards, vouchers, discounts, other promotions applied.
7. Vivo Points and vouchers, coupons are not transferrable and not exchangeable for cash.
8. Each valid and qualified receipt is only eligible for accumulation of Vivo Points for one Membership Account. In the event there is duplication of Vivo Points being credited to more than one Membership Account under one same receipt, the accumulation for the first Membership Account shall be valid and prevail over the latter.
9. Receipts snapped into SC VivoCity App for Vivo Points accumulation in his/her Membership Account should be actual spending of the Member making the purchase for personal purpose. SC VivoCity reserves the right to reject Vivo Point accumulation or block Membership Account immediately without any advance notices if:
 - a) Members use receipts from other shoppers or Members to accumulate for their Membership Account.
 - b) Shop staff(s) of our Participating Store uses other customer's receipt for their own Membership Account.
 - c) There are signs or evidence of reselling merchandises of Member in bulk for business use.
 - d) Other circumstances to be determined by SC VivoCity from time to time.

F. REDEMPTION OF VIVO POINTS FOR REWARDS

1. Vivo Points are redeemable for Rewards. **Rewards** could be in form of different type of vouchers (voucher on discount shopping, free of charge on parking, gift voucher in cash, and so on), lucky draw, bonus Vivo Points, special benefits, privileged services or free gifts, subject to mechanics of advertised promotional program.
2. Vouchers can be in form of physical vouchers or electronic vouchers. Electronic vouchers must be exchanged to physical form for its use or application.
3. Rewards are redeemed at Information Counter at Level 1 of SC VivoCity Shopping Mall. Rewards must be redeemed and used within the validity period as specified in the terms and conditions of each relevant offer displayed on the SC VivoCity App.
4. Terms and conditions for the use of the vouchers are specified in each voucher. Members when using redeemed vouchers are bound to such terms and conditions. SC VivoCity and/or Participating Stores reserve(s) our rights to either apply or refuse the application of the vouchers in specific circumstances, always subject to the terms of use of such relevant vouchers.
5. Rewards are not exchangeable for cash, Vivo Points and/or any other redemption.
6. Member will be required to sign a Rewards' redemption confirmation form, either with digital, electronic or hand-written signature, to validate the redemption for the Rewards. Member agrees that the receipt of Rewards redeemed from the Vivo Points accumulated through the Membership Account is final; and the Vivo Points

shall be deducted in equivalence to the points attributable to such Rewards when the Member redeems the Rewards. Member shall not post complaint regarding the validity of such redemption after the Rewards are redeemed.

7. Member is fully responsible for keeping information of the Vivo Points and Rewards redeemed private and confidential. SC VivoCity is not be liable in any way for any disclosure or the leakage of such information which results in fraud in redemption of Vivo Points for Rewards.

G. EXPIRY OF VIVO POINTS & REWARDS

1. Any Vivo Points accumulated at any time in one calendar year (1 Jan – 31 Dec) will expire on the last day of March of the following year. However, as a special offer, Vivo Points earned from the launching date of SC VivoCity Rewards+ to 31 December 2023 will expires on 31 Mar 2024. Please refer to the table below for example:

| Duration of Vivo Point accumulation | Vivo Points expiry date |
|--|--------------------------------|
| From 28 December 2022 to 31 December 2023 | 31 March 2024 |
| 01 January – 31 December 2024 | 31 March 2025 |
| 01 January – 31 December 2025 | 31 March 2026 |

2. Members may check their upcoming Vivo Points expiry on the SC VivoCity App. Any unused Vivo Points will automatically expire or be forfeited upon the expiry date regardless of whether the Member has received prior notice.
3. The validity period for Vivo Points and Rewards will not be extended beyond the expiry date.
4. Unless otherwise stipulated, any complaints from Members of the benefits of their membership including accumulation, redemption of Vivo Points, Rewards and others, it will be handled as follows:
 - a) Member has seven (07) days from the date of announcements of Vivo Point accumulation, Rewards, to post any complaints via SC VivoCity App, email to support@scvivocity.com.vn or in person at Information Counter at Level 1 of SC VivoCity Shopping Mall.
 - b) SC VivoCity will process and revert to Member with our assessment, conclusion and solution on the complaints within thirty (30) working days from the date Member sends his/her complaints to us.
 - c) Within five (05) working days from the date SC VivoCity informs of our conclusion and solution to Member, Member shall revert on their acceptance of the conclusion, or in the event of no revert from Member – it shall be taken as an acceptance of the conclusion on the complaints of the Members.
 - d) Member's mobile numbers and/or electronic mails must be active and able to receive all announcements, correspondences from us. Members hereby confirm that if their mobile phone number or emails remain inaccessible for a continuous period for whatever reasons leading to their inability to receive announcements from the Program, SC VivoCity shall not be liable for any loss or damages resulted from such technical matter.

H. MEMBER TIERS POLICY

1. Member's tiers will be reviewed and downgraded if Member does not achieve the required spending amounts in aggregate within twelve (12) months counting from the day their tier is upgraded, in particular:

| | Silver | Gold | Platinum |
|---|------------------------|----------------------|--------------------------|
| If spending is less than VND 50,000,000 within 12 months period | Maintain Silver | Drop to Silver | Drop to Silver |
| If spending is from VND 50,000,000 to less than VND 200,000,000 within 12 months period | | Maintain Gold | Drop to Gold |
| If spending is VND 200,000,000 and above within 12 months period | | | Maintain Platinum |

I. GENERAL TERMS

- Members agree and accept that routine maintenance requirements, excess demand on system upgrades and circumstances beyond our control may mean it is not always possible for SC VivoCity App and system to be available during all normal operating hours (including those by participating malls and public holidays). Should these issues arise, our Program shall support and ensure intact benefits for members. Nevertheless, Members agree and acknowledge that to the maximum extent permitted under applicable law, neither SC VivoCity, Apple nor Google has any obligation whatsoever to furnish any maintenance and support services with respect to the SC VivoCity App.
- SC VivoCity will not be responsible for any technical failures/interruptions, downtime, internet accessibility problems, incomplete or inaccurate registration information, or other errors of any kind that may affect your usage of the Program.
- You are responsible for obtaining all hardware and internet access in order to download and use the SC VivoCity App. We shall not be liable for any loss and/or damages incurred by you from any failure, disruption or any problems arisen from the internet connection, hardware or connecting devices.
- Members acknowledge that this Terms and Condition shall be read and agreed in totality with the [Privacy Policy](#). SC VivoCity shall not take any responsibility in the event of any inaccurate or misleading information provided by Members for the Program.
- By agreeing to this Terms and Conditions, the Member undertakes to have fully read, understood and agreed with the [Privacy Policy](#). Shall the Member not agree with our terms of [Privacy Policy](#), please unsubscribe to the Program.
- In the event that members' personal data particulars and/or devices containing Membership Account are stolen or hacked, Member should report immediately to us through "Contact us" section in the SC VivoCity website or Information Counter at Level 1 of SC VivoCity Shopping Mall. Failure to do so may result in possible losses to your Membership Account, which we shall not be held liable.
- To the extent permitted by laws, the SC VivoCity shall exert its reasonable effort to apply protection measures to the SC Vivocity App from viruses and other malicious or harmful content. We do not guarantee that your use of this SC VivoCity App shall not cause damage to your device or other device. To the maximum extent permitted by laws, we shall not be liable to you for any loss or damage you suffer as a result of viruses or other malicious or harmful content that you access from or via the SC VivoCity App.
- SC VivoCity Shopping Mall provides the SC VivoCity App on an "as is" and "as available" basis. To the maximum extent permitted by applicable laws, SC VivoCity excludes all representations, warranties or guarantees, whether express or implied, in relation to the SC VivoCity App; or the reliance of third party or you on the content of the SC VivoCity App such is the result of our negligence. You expressly acknowledge and agree that we shall not be liable for any direct, indirect or consequential loss or damage incurred by you or any user in connection with our Program and the SC VivoCity App, including, without limitation any liability for

any loss of data, profits, income or revenue, or for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

9. From time to time, SC VivoCity reserves the right to amend the Vivo Point conversion rates of Participating Stores or add/withdraw any Participating Stores in the Program.
10. SC VivoCity reserves the right to reject, declare void, amend or cancel accumulated Vivo Points, benefits and/or gifts, subject to refund and exchange policies of Participating Stores and due to suspected abuses or frauds.
11. Accumulated bonus points, privileges and/or gifts are not convertible to cash and not transferrable to any other person(s). In the event that the Members transfer to a third party, SC VivoCity shall not be liable in any way.
12. SC VivoCity may at its sole and absolute discretion and from time to time amend the number of Vivo Points required for the redemption of shopping vouchers and the maximum voucher redemption amount without prior notice.
13. Any dispute arising from and/or relating to the goods and services received from the use of any shopping voucher shall be strictly between the Member and the supplier of such goods and services. SC VivoCity shall not be liable for any claims arising from or in connection with the use of shopping vouchers.
14. Each Member is allowed to own one Membership Account. Combination of different Membership Accounts is not allowed. SC VivoCity reserves the right to suspend all of the Member's Membership Accounts if the Member has more than one Membership Account and has been using those Membership Accounts for unauthorized, fraudulent, or illegal activities.
15. All benefits and promotions under the Program are strictly for Members as retail shoppers only and is not applicable to staff of Participating Stores, service providers, contractors, vendors, employees of SC VivoCity Shopping Mall.
16. SC VivoCity reserves the right to reject gift/ vouchers redemption, Vivo Point accumulation for receipts with purchase-for-commercial activities. Accumulated bonus points, privileges and/or gifts will be revoked, modified or cancelled accordingly. Such determination shall be final and conclusive.
17. The Member will be held liable & indemnify the Program, SC VivoCity for all losses and damages suffered by the Program, SC VivoCity & other parties if Members violate any Terms and Conditions of the Program, including but not limited to taking advantage of the Program, unauthorized use of the SC VivoCity App or using account to cause negative outcome(s) to the Program.
18. SC VivoCity reserves the right to amend, suspend or cancel the loyalty program at any time and at SC VivoCity sole discretion without prior notice to the Member.
19. The Member shall fully indemnify and keep SC VivoCity indemnified against all claims, demands, actions, proceedings, liabilities, losses, damages, costs and expenses of any nature (including legal costs on an indemnity basis) incurred or sustained by SC VivoCity directly or indirectly by reason of or in connection with the Program and these Terms and Conditions, including without limitation:
 - a) Any use or misuse of the Program's membership and privileges; and
 - b) Any breach of any of these Terms and Conditions on the part of the Member.
20. By participating in the Program, you acknowledge that you have read, understood and agreed to be bound by all amendments, revisions, updates to terms & conditions of the Program and the SC VivoCity App from time to time. The Program may also change the layout, form and wording of the mobile SC VivoCity App or screens. Members must always follow and update SC VivoCity App latest version on mobile devices (iOS or Android) on a regular basis. We will not be liable for any disruptions, or failure of operation during the use of the Program through the SC VivoCity App if the version of the SC VivoCity App used by the Member is not a compatible for its relevant functions.

21. The using term of the Program is continuing since the sign up for this Program by the Member until it is stopped by Member, suspended or terminated by SC VivoCity. By then, the membership of the Member under the Program shall also be terminated.
22. Upon termination of the membership of the Member under this Program for any reason whatsoever, all of the Member's contents on SC VivoCity App (including the content of basic personal data, Vivo Points, Rewards, etc) will be completely deleted and the Member agrees to forfeit all rights and benefits and privileges under the Program, including Vivo Points, vouchers without any compensation payable to him and without any liability on the part of SC VivoCity. Deleted user content will not be reverted/recoverable even when the Member register for new membership under the same personal information as previously register for the deleted Membership Account. In all cases, the Member accepts that SC VivoCity shall be fully discharged and released from all its obligations to the Member under the Program after the membership's termination of such Member.
23. A person who is not a Member or a party to these Terms & Conditions has no rights to enforce any of the terms and conditions herein.
24. From time to time, we may update the Terms and Conditions to clarify our current practices, or to reflect new or different practices, such as adding new features or updates to the SC VivoCity App without prior notice. Any changes or update to the Terms and Conditions will be made available via SC VivoCity App. Any changes to the Terms and Conditions will take effect immediately and be binding on you from the time of posting such changes on the SC VivoCity App. Your continuing use of the SC VivoCity App constitutes your acknowledgement and acceptance of such changes.
25. This Terms and Conditions shall be governed by and construed in accordance with the laws of Vietnam. All complaints or disputes arising out of the Terms and Conditions of the Program will be settled in accordance with all applicable laws in Vietnam.
26. This Terms and Conditions is in both English and Vietnamese language. If there is a discrepancy between the English and Vietnamese, the Vietnamese shall prevail.
27. This Terms & Conditions was first created on 27 Dec 2022, last updated on 26 July 2023 and takes effect from **27 July 2023**.

Members hereby acknowledge and agree that they have fully read, understood, and agreed to be bound by these Terms and Conditions and the Privacy Policy.

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