

## AEON POINT PROGRAM

AEON POINT Program (“the Program”): A joint sale promotion program of the Participating Partners for frequent Customers of Participating Partners in Vietnam, operated and managed by ACS Trading Vietnam Co., LTD (“ACSTV”), for the purpose of:

- Improving Customers’ convenience and expanding Customers’ benefits by establishing a digital ecosystem to use common platform among companies in Vietnam.
- Providing some promotional mechanisms, according to that the more Customers purchase or use services by Mobile Application, the more benefits they can receive.

### PART 1 - POLICY OF AEON POINT PROGRAM

#### I. Interpretation of terms

Name	Description
Content of Program	This document which sets out the policies related to the AEON POINT Program.
AEON POINT Program/The Program	A joint sale promotion program of the Participating Partners for frequent Customers of Participating Partners in Vietnam, operated and managed by ACS Trading Vietnam Co., LTD (“ACSTV”).
Participating Partners	Enterprises engaging in the Program by signing the Acknowledgement and Acceptance Form of which the signed copy has been delivered to ACSTV.
Mobile Application	Application that is owned or used based on a license by Participating Partners, operates on the smartphone platform to introduce and operate AEON POINT Program.
Shopping Stores	Includes Participating Partners’ stores and business locations participating in the AEON POINT Program as detailed in the attached list.
AEON Group	The generic name of group of companies of AEON in Viet Nam participating in the Program listed in <a href="https://acsvietnam.com.vn/about-page.html">https://acsvietnam.com.vn/about-page.html</a> .
ACSTV	ACS Trading Vietnam Co., LTD, a company of AEON Group.
Customer	A consumer who purchases of goods or services of Shopping Stores, but not yet a Member.

Name	Description
Member	All individuals who are at least 16 years old, have civil legal capacity and civil act capacity to establish and perform civil transactions by themselves, except for transactions that must be approved by their legal representative at the time of registration in accordance with the law and legally registered to participate in AEON POINT Program, own and have activated the identification account on a Mobile Application. A Member shall be entitled to apply <b>one (1) Member account with one (1) Vietnamese mobile phone number.</b>
Reward Points	Points awarded to Members that are issued based on the total amount of consumption of goods/services in VND at the Shopping Stores or gifted through other promotion programs according to the Content of Program.
Accumulated Points	Reward points are accumulated into Member's account of AEON POINT Program. Members are entitled to use through Mobile Application.
Redemption	To exchange Accumulated points into E-voucher issued on Mobile Application(s).
E-voucher	The voucher in electric form that is redeemed from Accumulated Points on the Mobile Application(s) according to the Content of Program. The Members can use this to deduct from order value at the Shopping Stores.
E-coupon	The coupon in an electric form gifted as a promotion of the AEON POINT Program. Members can use this for payment of purchase or exchange the value into the goods/services at some or all Shopping Stores in accordance with terms of use of each E-coupon.
QR Code	Two-dimensional code including Members' information or E-voucher/E-coupon information that is displayed on the Mobile Application.
Barcode	One-dimensional code including Members' information or E-voucher/E-coupon information that is displayed on the Mobile Application.
PMS	Point Management System for processing and managing AEON POINT Program.

## **II. Objective**

In order to improve Customers' convenience and to expand Customers' benefits by establishing a digital ecosystem to use common platform among companies in Vietnam. To realize it, ACSTV and Participating Partners introduces AEON POINT Program into Viet Nam market by Mobile Application.

The AEON POINT Program includes some promotional mechanisms, according to that the more Customers purchase or use services by Mobile Application, the more benefits they can receive.

## **III. Overview of AEON POINT Program**

- 3.1. AEON POINT Program is a special offer program for close and frequent Customers of Participating Partners in Vietnam.
- 3.2. AEON POINT Program is implemented by Mobile Application that is operated and managed by Participating Partners who participate in the AEON POINT Program under the agreement.
- 3.3. A Member can use the Mobile Application to earn Reward Points when purchasing goods/services at the Shopping Stores with main benefits as below:
  - Accumulate consumption Points when Members purchase goods/services, redeem Accumulated Points into E-voucher and use this E-voucher for payment of purchase at the Shopping Stores.
  - Receive promotional E-coupons from promotion campaigns quickly and directly through the Mobile Application without visiting the store.
  - Receive promotional information via SMS or notifications on the Mobile Application anytime and anywhere.
  - Enjoy many other exclusive benefits for Members only.

## **IV. Policy of AEON POINT Program**

### **4.1. Policy of Member registration, data collection and data storage of the Program**

#### **4.1.1. Term and Conditions of Member registration**

- i. A Customer shall register directly from the Mobile Application.
- ii. A Customer shall register one (01) AEON POINT Program Member account with one (01) mobile phone number.
- iii. The requirement for Member registration is as below:
  - Must be 16 years old or older, have civil legal capacity and civil act capacity to establish and perform civil transactions by themselves, except for transactions that must be approved by their legal representative at the time of registration in accordance with the law.

- Use smartphone (iOS or Android)
- Must have a valid identification: National ID Card/Citizen Identification or Passport.
- Must agree and comply with the Terms and Conditions and the Privacy Policy of the AEON POINT Program.

#### 4.1.2. Required Personal information for the registration

All the following information is mandatory to fill in from the Mobile Application.

Required field	Description
<b>INFORMATION</b>	
<b>Name</b>	Full name
<b>Date of Birth</b>	Setting by calendar
<b>Gender</b>	Select from dropdown list: Male or Female
<b>Phone Number</b>	Mobile phone number at Viet Nam
<b>Legal ID type</b>	Select from dropdown list: National ID/Citizen Identification or Passport
<b>ID Number</b>	Number of Legal ID you select in the above field
<b>Occupation</b>	Select from dropdown list: Housewife/Officer/Self-employed/Student/Others
<b>Email</b>	Enter your email address and enter again in the Confirm email field to specify your contact information.
<b>CONTACT ADDRESS</b>	
<b>Address</b>	Select from dropdown list: Province/City, District and Ward Enter the Road/Street directly

#### 4.2. Policy and mechanisms for accumulating and using Reward Points of the Program

##### 4.2.1. Accumulating Reward Points

4.2.1.1. There are two (02) ways for Members to receive Reward Points: from Consumption (“Consumption Points”) and from Promotion Campaign (“Campaign Points”).

##### A. Consumption Points

a) The condition is as follows:

Reward Points type	Purchase goods/services at the Shopping Stores
Place	At the Shopping Stores
The mechanism of calculation	Based on the total amount purchased by Vietnam Dong (VND) <ul style="list-style-type: none"> <li>• For every VND 10,000 purchase, Members receive</li> </ul>

	<p>one (01) point except for goods/services that are not promotional as required by law.</p> <ul style="list-style-type: none"> <li>● In case an E-voucher/E-coupon is used for the purchase of goods/services, the Reward Points are calculated with the total payment amount after deducting the total value of such E-voucher/E-coupon.</li> </ul>
<p>Accumulating Period</p>	<p>Immediately after purchase.</p> <p>Members are allowed to accumulate points after purchase within three (03) days from the date printed on the purchase receipt/invoice.</p>

b) Steps of accumulating Consumption Points are as below:

Step 1. Members need to display Member's QR Code/Barcode on the Mobile Application at the cashiers when purchasing goods/services at the Shopping Stores.

Step 2. The cashier staff scans the Member's QR Code/Barcode to recognize Members.

Step 3. If a Member wants to use E-vouchers/E-coupons for payment/discount, the Member shall display QR Code of E-vouchers/E-coupons on the Mobile Application.

Step 4. The Consumption Points will be credited into the Member's account immediately on the Mobile Application after the transaction is completed except in the case of any error/trouble of system or internet connection or other cases that have already been informed to the Members.

c) In case of error or trouble of system or internet connection occurs:

In case the Consumption Points are not credited immediately for any reason when purchasing or cannot recognize whether the Consumption Points are credited or not at the cashier's counter, the Members can be allowed to accumulate Points manually according to the conditions of accumulating Consumption Points. The required steps are as follows:

Step 1. Make sure that the Consumption Points are accumulated or not in the point history on the Mobile Application.

Step 2. If the Consumption Points have not accumulated immediately despite meeting the Program conditions, Members can be allowed to adjust Points manually with the following conditions.

- The required document:

- a) The purchase receipt/invoice.
- b) The National ID/Citizen Identification or Passport, same with the registered one in the Mobile Application.
- The correspondence place: the Mobile Application or ACSTV Hotline according to Article 4.4.5 of this Policy of Program or Customer Service Counter of Participating Partners.
- Adjustment Period: Members can be allowed to adjust points manually after purchase within three (03) days from the date printed on the purchase receipt/invoice.

### **B. Campaign Points**

The condition is as below:

Reward Points type	Gifted from AEON POINT Program or the Participating Partners for promotion purposes
Place	Received on the Mobile Application
The mechanism of calculation	Based on the regulations of each promotion program

4.2.1.1. The Campaign Points are shown in the point history on the Mobile Application. **'Available Points'** can be used immediately to redeem into E-vouchers according to the program's regulations.

4.2.1.2. The Campaign Points that are accumulated but not redeemed will be forfeited on the expiry dates.

### **4.2.2. Using Rewards Points**

#### **A. Redeem Points**

- Accumulated Points **are NOT exchangeable for cash**, only redeemable for E-vouchers on the Mobile Application.
- Accumulated Points are exchanged into E-voucher on a first-in first-out basis in the PMS system.
- The redemption policy may vary by promotional program or from time to time.

#### **B. E-vouchers**

- There are six (06) types of E-voucher available for Redemption:
  - a) 100 points exchange E-voucher 10,000 VND
  - b) 300 points exchange E-voucher 30,000 VND

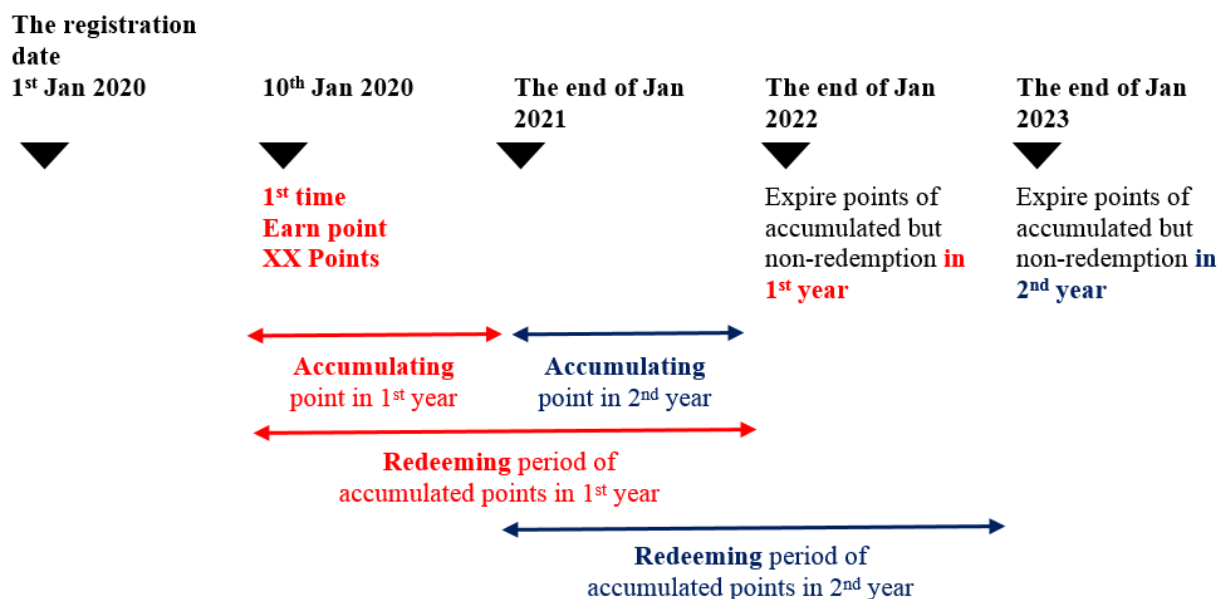
- c) 500 points exchange E-voucher 50,000 VND
  - d) 1,000 points exchange E-voucher 100,000 VND
  - e) 1,500 points exchange E-voucher 150,000 VND
  - f) 3,000 points exchange E-voucher 300,000 VND
- A Member can use these E-vouchers for payment of goods/services purchased at the Shopping Stores.
  - When a Member wants to use these E-vouches, the Member shall display to cashiers the QR Code of E-vouchers on the Mobile Application.
  - The expiration date or the valid period of E-vouchers is shown on each E-voucher.

#### **4.2.3. Expiration of Consumption Points**

- The Accumulated Points are valid for up to two (02) years based on the date on which Points are credited into the AEON POINT Program Member's account for the first time after the registration. The month of accumulating Points for the first time becomes the reference month of accumulating points.
- In the first year, the Consumption Point has accumulated for one (01) year from Accumulated points for the first time until the end of reference month of next year. The Accumulated Points during that period will keep one (01) more year until the end of reference month in the following year if the Member has not redeemed these points.
- The Accumulated Point is valid for up to two (02) years period based on the first date of earning points into the Member's account.
- From the second year towards, the expiration date will fall on the last day of the reference month.

#### **For example:**

If Members earn Points for the first time within January 2020, then 31<sup>st</sup> January every year becomes the base date of point expiration. The Accumulated Points from January 2020 to the end of January 2021 are considered as Accumulated Points in first year and will therefore expire on the end of January 2022, regarding the remaining points that have not redeemed until the end of January 2022. It means that Members can accumulate points and enjoy using Points for up to two (02) year period.



#### 4.2.4. Refund of Reward Points

- If a Member requests to return goods, and Consumption Points have been accumulated for this purchase, then the Accumulated Points need to be returned based on the points exchanged from the total amount of returned goods.
- If Accumulated Points have already been redeemed into E-vouchers when the Member requests to return E-voucher and takes back points, this request of returning the E-voucher can't be done because the Points redeemed into E-vouchers cannot be adjusted in the system.

#### 4.3. E-coupons

Members might receive E-coupons during the AEON POINT Program.

- Members use the E-coupon in accordance with the Terms of Use of that E-coupon. E-coupons will be shown in detail in the E-coupon list on the Mobile Application.
- E-coupon is delivered directly to the Members through the Mobile Application.
- When Members want to use E-coupon to pay/discount when purchasing, Members need to display the QR Code of E-coupon on the Mobile Application for cashiers at the Shopping Stores for the cashiers.

#### 4.4. Operating principles of the Program

- AEON POINT Program is free of charge.
- Mobile Application is provided in Vietnamese and English languages.



- Members can check the Accumulated Points and exchange Accumulated Points history within 6 months at the maximum on the Mobile Application.
- Members can introduce the AEON POINT Program to their families and friends to receive more benefits when being a Member of AEON POINT Program.
- Members can't change registered information of Mobile Number, Name, Date of birth, Gender, and Nationality, other information can be changed on the Mobile Application. When Members need to change the above information, please contact:

Customer Service Department of ACS Trading Vietnam CO., LTD.,

Hotline: (+84-028)5445 3800

Email: [acs.support@acsvietnam.com.vn](mailto:acs.support@acsvietnam.com.vn)

Or Customer Service Counter of Participating Partners

## **V. Termination of the Program**

- 5.1. After registration the AEON POINT Program service, a Member can terminate the participation in the AEON POINT Program service by contacting with ACSTV Hotline as mentioned in Article 4.4.5 of this Policy of Program.
- 5.2. ACSTV has the right to freeze/terminate the membership and cancel all Accumulated Points on the Mobile Application of any Member violates any Terms & Conditions of the Program with any reason by a prior notice sent to Participating Partners, owner of Mobile Application, to announce to Members via Mobile Application, website, email, etc. regarding such violation.
- 5.3. In event that Participating Partners and/or ACSTV earlier stop or cancel in whole or in part of the AEON POINT Program in accordance with the law, the Participating Partners and/or ACSTV shall:
  - 5.3.1. give a public notice to Members through one of the methods such as Mobile Application, website, email; and
  - 5.3.2. ensure all benefits of Members participating in such promotion campaign/the AEON POINT Program to the best of their ability; and
  - 5.3.3. carry out all commitment to the Members participating in such promotion campaign/the Program to the best of their ability.
- 5.4. The valid Accumulated Points and redeemed vouchers as well as valid coupons shall be cancelled upon the termination of the AEON POINT Program.

## **VI. Revision and Abolition**

- 6.1. ACSTV takes responsibility for revision and abolition of this Policy of Program

according to this Article. Participating Partners are responsible for coordinating with ACSTV to carry out the procedures as specified by laws.

- 6.2. The revision and abolition of this Policy of Program shall be based on the agreement between Participating Partners and ACSTV.
- 6.3. ACSTV may revise or modify Terms and Conditions of this Program any time without prior notice for Members. ACSTV will update and notify the Participating Partners so that the Participating Partners can notify and update the Members. The Members can review the content of updated information on the Mobile Application.

## **VII. Supplementary material**

- 7.1. The Terms and Conditions of AEON POINT Program.
- 7.2. Privacy Policy of AEON POINT Program.

## **VIII. General Terms**

- 8.1. The Policy of Program shall be made in bilingual Vietnamese and English. In event of any inconsistency between the English version and the Vietnamese version, the Vietnamese version shall prevail.
- 8.2. The Policy of Program shall be governed by and construed in accordance with the laws of Vietnam.
- 8.3. Any dispute arising from or related to the Policy of Program between the Members and ACSTV/Participating Partners will be firstly settled by means of reconciliation, and negotiation in accordance with the laws. In event that the dispute cannot be reconciled or negotiated, it will be settled at the competent Court in Vietnam.
- 8.4. By participating in the Program, Members acknowledge that they have read, understood, and agreed to the entire Policies of Program as may be updated on Mobile Application.

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## **PART 2 - TERMS AND CONDITIONS OF AEON POINT PROGRAM**

### **I. Introduction**

- These Terms and Conditions govern the transaction between Members and Participating Partners and/or ACSTV (hereinafter referred to as “We, Us, Our”) when a Customer activates the identification account on Mobile App to register to become a Member of the AEON POINT Program.
- The AEON POINT Program is a program for frequent Members who use the

Mobile Application and purchase goods or use services at the Shopping Stores.

- Reward Points to Members are issued based on the value of goods/services purchased in VND at the Shopping Stores according to the Contents of Program. Members can use Mobile Application at the Shopping Stores to accumulate points for any purchase of goods and/or services.
- Before registering as a Member of the AEON POINT Program, Customers must thoroughly read, acknowledge and agree with the Content of Program and these Terms and Conditions. If Customers have any doubts, please contact Hotline: (+84-028) 5445 300 or email: [acs.support@acsvietnam.com.vn](mailto:acs.support@acsvietnam.com.vn) for support.
- These Terms and Conditions shall be regarded as an agreement between Members and Us. If you do not agree to any of our terms, please do not register, enable, and use the service. It is recommended that the Customer should read thoroughly all terms and conditions and learn about other necessary information.
- Members may use the Mobile App at the Shopping Stores to link all activities related to the AEON POINT Program, including accumulating points for purchasing goods and/or using services.
- We are allowed to store and use the Members' information and all data relating to the Members' consumption through Mobile Application to directly support marketing, statistics, and program management activities. All data relating to the Members will be collected, stored, and managed in accordance with the Privacy Policy of the AEON POINT Program.
- We may revise these Terms and Conditions at any time without prior notice to the Members. Changes in these Terms and Conditions will be negotiated with the Participating Partners, updated to, and notified the Members via the Participating Partners' Mobile Application.
- By participating in the Program, Members acknowledge that they have read, understood, and agreed to these Terms and Conditions and the entire policies of Program updated on Mobile App.

## **II. Terms and Conditions**

### **1. The Members are not allowed to use the Mobile Application in any of the following cases and purposes:**

- Illegal actions, fraudulent behaviours, or other activities aiming at causing damages or supporting criminal activities;
- Any defamation, harassment, threat, or infringement of other persons' rights, including privacy with respect to any information that may be posted on the

Mobile Application;

- Interference in other Members' use of Mobile Application in any form;
- Deliberately spreading computer viruses, embedding malicious code to connect to other applications.

## **2. Method of earning points, exchanging points**

- The Reward Points are calculated based on the total amount of the purchase of goods/services in Vietnam Dong (VND) at the Shopping Stores. In case Members use an E-voucher/E-coupon to purchase goods/services, the Reward Points are calculated based on the total amount after offset against the total value of such E-voucher/E-coupon.
- Displaying the mobile screen with Member's QR Code/Barcode on the Mobile Application at the cashier to earn points when purchasing.
- For every VND10,000 spending at the Shopping Stores, the Members will earn one (01) Reward Point. The Accumulated points can be redeemed into E-vouchers posted on the Mobile Application from time to time.
- The Accumulated Points cannot be converted into cash, inherited, or transferred in any form.
- The Reward Points will be credited into the Members' account immediately after the transaction is completed or after the Reward Points are successfully recognized on the system in case the Members adjust manually.
- The Accumulated Points are valid for up to two (02) years from the date of earning Points which are successfully credited into the Members' account.
- The expiry date of Accumulated Points will be shown on the Mobile Application and the Accumulated Points which are not redeemed will be forfeited upon the expiry date.

## **3. Rights and Responsibilities**

### **3.1. Rights of the Members**

- Earning Points and redeeming Points according to the Terms and Conditions of the Program.
- Participating in special promotional programs or special offers for the Members.
- Raising inquires and complaints about AEON POINT Program with Us.

### **3.2. Our Rights**

- Refusing to provide, cancelling, reclaiming, or revoking privileges of the Reward Points which the Members have or will be received under the AEON POINT Program on Mobile Application without prior notice to the Members in

the following cases:

- ✓ When the Members return/cancel goods and services validly according to the return/cancellation policies of the Program at the Shopping Stores. Reward Points credited in line with the returned/cancelled goods and services shall be revoked by Us from the Members' account.
- ✓ The Points are credited incorrectly and invalidly to the Members' account according to the Program's regulations. Invalid points shall be revoked by Us from the Members' account.
- ✓ The Members are suspected of using fraudulent tools or methods to benefit from the Program and/or other promotional programs provided by Us.
- ✓ The Members violate the Terms and Conditions of the Program and/or other promotional programs that We announce from time to time.
- ✓ The Members have agreed to the revocation of Points according to terms and conditions of other programs that We announced from time to time.
- ✓ In force majeure events according to the laws.
- Collecting, storing and using the Members' information and transaction data in the Point Management System (PMS System) in accordance with these Terms and Conditions and Privacy Policy of the AEON POINT Program.
- Refusing to solve any complaint about leaking of the Members' personal information due to the Members' own fault in leaking username or/and password.

### **3.3. Responsibilities of the Members**

- Abiding by the Terms and Conditions of the AEON POINT Program published on the Mobile Application and Privacy Policy of the AEON POINT Program.
- Being responsible for complying with the content of terms and conditions for using services of the relevant parties.
- Having responsibilities to update any changes in the Members' profile information via Mobile Application in an acceptable manner as prescribed in the Policy of Program.
- Using the Mobile Application in a lawful manner, not using the Mobile Application for unlawful activities as set forth in these Terms and Conditions and any other illegal activities.
- Taking responsibilities for indemnifying and holding Us harmless from any claims, procedural actions, obligations, damages, payments, fines, and other related costs arising out of the Members' violation of or non-compliance with these Terms and Conditions or any Policy or guideline referenced herein

and/or improper use of privileges offered via the AEON POINT Program.

- Members hereby understand and agree to enable Us to collect, store, use, reveal, and share any information related to the Members which are collected from the AEON POINT Program, including but not limited to the Members' personal information for/with consultants, lawyers, auditors, authorities, or for/with any third party that We deem appropriate with the purposes of conducting the AEON POINT Program and/or other programs in accordance with Our business plan for the sake of the Members subject to the Privacy Policy of the AEON POINT Program and the regulations of the prevailing laws. These third parties shall comply to the Privacy Policy of the Program.

### **3.4. Our Responsibilities**

- We are not responsible for resolving the matters related to rights of the Members if information provided by the Members is incomplete and inaccurate, or if the questioned rights are not in accordance with the Terms and Conditions and the Policy of Program.
- Supporting the Members to check and answer the Members' enquiries.
- When receiving complaints from the Members, We will confirm the information and the case raised by the Members. Accordingly, We will give the solution timely according to the level of seriousness.
- Ensuring technically (operating the PMS System) and managing the AEON POINT Program so that Members are entitled to receive Rewards Points, accumulate Rewards Points, redeem accumulated Rewards Points into E-Vouchers, receive E- Coupons and use the E-voucher and E-coupon in accordance with the Policy of the Program.
- Ensuring favourable conditions for the Members to enjoy all benefits from the Program in accordance with the Policy of Program.
- We commit to use the Members' information according to the purpose and scope agreed by the Member in accordance with these Terms and Conditions and the Privacy Policy, and at the same time ensure not to damage the honour, dignity, and reputation of Member.

### **4. Termination**

- The Members can terminate the participation in the AEON POINT Program by notice via hotline of ACSTV and/or Customer Service/Care counters of Participating Partners (if any).
- In exceptional cases as required by law, We might stop or cancel the AEON POINT Program earlier. In that case, ACSTV shall notify the Participating Partners in writing or equivalent methods so that the Participating Partners could convey the notification to the Members via the Mobile Application or

ACSTV shall directly notify the Members via the methods it may deem fit.

- The Accumulated Points and E-vouchers/E-coupons shall be forfeited upon the AEON POINT Program's termination.

## 5. Force Majeure

Members agree that We shall not be liable if We are unable to perform wholly or partly any of its obligations under these Terms and Conditions in connection with, whether directly or indirectly, the failure of any mechanical or electronic device, data processing system, transmission line, electrical failure, industrial dispute, due to any events beyond Our control or any factors in a nature of a force majeure event.

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## PART 3 - PRIVACY POLICY OF AEON POINT PROGRAM

### I. General principles

- 1) This Privacy Policy described how ACS Trading Vietnam Co., LTD. (hereinafter referred to as “**ACSTV**”) and Participating Partners (collectively referred to as “**We, Us, Our**”), together with service providers, authorized agents, contractors that We use to provide necessary services within the scope of AEON POINT Program and Members act in order to respect the privacy and security of the Members' Personal Information. This Privacy Policy describes the following:
  - a. What kind of **Personal Information** We collect and how We collect such information;
  - b. How We store and use **Personal Information**;
  - c. The parties that We disclose **Personal Information**;
  - d. The choices that We offer, including how to access and update the **Personal Information**.
- 2) “**Personal information**” in this Privacy Policy refers to any information that relates directly or indirectly to the Members and/or the Members' transactions with Us, specified in Article II of this Policy. Also, please note that this Privacy Policy is applicable only to individual Customers.
- 3) By signing up for an account to participate in the AEON POINT Program on the Mobile App, the Members agree with all terms and conditions of this Privacy Policy of AEON POINT Program. Before participating in the AEON POINT Program, Customers must acknowledge thorough reading and agreement to the content of this Privacy Policy.
- 4) Members who connect with Us by Mobile Application on smartphone, will be required to give basic information.

- 5) Members are responsible for promptly notifying Us of unauthorized usage, abuse, and security violations of third parties in order to respond appropriately.
- 6) In case of raising any problem related to this Privacy Policy requires legal intervention, We will rely on this Policy to protect Our and/or the Members' benefits.

## **II. Scope of information collection**

- 1) The information We collect includes but is not limited to data information relating to Members such as Members' name, date of birth, nationality, legal identification information, address, details of account(s), type of goods and/or services that the Members are interested in and such other necessary information regarding the Members and Members' transaction(s) with the Parties.
- 2) We may obtain this information from the Members and a variety of sources including but not limited:
  - a. information provided in application forms when using Our goods or services, when taking part in customer surveys and other promotional programs;
  - b. through the Members' communications with Us in verbal, written forms or via e-mail;
  - c. from an analysis of the Members' habits of using and managing the Members' account(s)/facility(es) with Us, from the transactions, payments of the Members with Us;
  - d. from other sources that the Members agreed on the disclosure of their Personal Information for Us.

## **III. Storage of Members' Personal Information**

Storing and updating correct Personal Information is very important to Us. We retain the Members' Personal information safe during and after the duration of the AEON POINT Program, for such a period as we deem appropriate, by maintaining physical, and technical protection methods in compliance with this Privacy Policy and/or the provisions of laws.

## **IV. Purpose of collecting and using information**

- 1) This Personal information that the Members provide is used to support Us in communication and contacting with the Members in order to provide services and privilege to the Members within the framework of the AEON POINT Program.
- 2) In particular, We collect, store, use and/or process Members' Personal Information for the following purposes:
  - a. to provide services to the Members;



- b. to send notifications and conduct other information exchange activities between Us and the Members;
- c. to notify the Members about important changes/developments to the product/service features;
- d. to communicate with the Members including responding to the Members' enquiries and/or complaints and resolving disputes;
- e. for the activities of strategic alliances, purchase, marketing, promotions and providing services by Our other units/departments/entities within the Program for the purpose of developing business activities and for the Members' benefits;
- f. to improve and develop Our services and assure the Members' benefits;
- g. to research and develop new goods and/or services;
- h. to manage goods and services provided to Members and implement Our rights and obligations;
- i. to comply with regulatory requirements and provide assistance to enforceable organizations;
- j. to prevent, detect or denounce cases of fraud/crime in compliance with legal and regulatory regulations;
- k. to process related agreements;
- l. to comply with the legal obligations that We must follow;
- m. to perform responsibilities for the common benefits of the Parties;
- n. for other legal purposes to the extent permissible by the Members and the applicable laws.

## **V. Sharing the Members' Personal Information**

By participating in the Program, the Members acknowledge and agree that:

- 1) We shall provide or share the Members' Personal Information for the purposes set out in Article IV for other service providers within the framework of the Program on a need-to-know basis. In case that any third parties are granted access to the database of the Members' Personal information, they will have to strictly comply with the rules described in this Privacy Policy, the regulations concerning the personal information and privacy protection.
- 2) We are responsible for cooperating to provide the Members' Personal Information with competent authorities as legally required to do so.
- 3) We shall provide and share the Members' Personal information in such cases as regulated by laws to protect Our legitimate rights and interests.

## VI. Means and tools for Members to access and edit their Personal Information

- 1) Members have rights to view, update and erase some certain Personal Information from the Mobile Application and/or to request Us to update the Personal Information from the PMS system.
- 2) We may update and change data according to the request and/or shall request the Members to provide supporting documents for verification.

## VII. General Data Protection Regulations

- 1) **The right to be informed:** In order to ensure the transparency of Member's Personal information collection according to Article III of this Privacy Policy, the collected information and the purposes of information collection will be published on the Mobile Application or disclosed through supporting channels of the AEON POINT Program.
- 2) **The right of access:** Members have the right to ask Us to provide the Members' Personal Information by sending the request to Our supporting departments.
- 3) **The right to rectification:** Members have the right to ask Us to update Members' Personal Information or request Us to edit Personal Information that We collect incorrectly.
- 4) **The right to erasure:** Members have the right to ask Us to delete all Members' Personal Information that We are storing.
- 5) **The right to using restriction:** In case some of Members' Personal information cannot be deleted, including for the purposes of doing the legal requirements, Members have the right to request Us to restrict using of this information.
- 6) **The right to data portability:** Members have the right to transfer Members' Personal Information from one service to another with Us within the framework of the Program.
- 7) **The right to objection:** If We collect and use the Personal Information not for the purposes specified in this Privacy Policy without Members' agreement, Members have the right to ask Us to stop using Members' Personal information until We have justified reasons for doing so, except at the request of the competent authority.
- 8) **The rights in relation to automated decision making and profiling:** Members may object or ask to explain Our automated decisions that affect Members or Members' Personal Information.
- 9) **The right to stop receiving newsletters from the Program:** Members can choose to stop receiving marketing emails from the Program by unchecking "I

would like to receive news" on Mobile Application.

- 10) **The right to stop receiving notifications on Mobile Application from the setting on mobile device:** Members can choose to stop receiving notifications on Mobile Application by customizing the permissions in the mobile device according to the rules of the platform such as iOS or Android.

## **VIII. Commitment to information security and protection of Personal Information**

- 1) Members' Personal information in the Program is ensured entirely safely in accordance with this Privacy Policy. We only collect and use Members' Personal Information whenever having Members' agreement unless otherwise specified by laws.
- 2) In case the PMS System is hacked by hackers, resulting in the loss of Personal Information, We have the responsibility for investigation and giving prompt notice to the Members of process of resolving the incident.
- 3) Members are responsible for ensuring that Personal Information that Members provide to Us is accurate, complete, not misleading and frequently updated; do not provide any information related to account, password to the third party. We are not responsible for as well as will not settle all complaints relating to Members' benefits in case the Personal Information provided by the Members is incorrect or incomplete.

## **IX. Revisions to Privacy Policy**

We reserve the right to revise this Privacy Policy without any prior announcement to Members to ensure the appropriateness with the Program and compliance with the applicable laws; however, We will not reduce Members' rights under this Privacy Policy without their explicit consent. Every updated version of this Privacy Policy is available on Participating Partners' Mobile Application.

## **X. Address of collecting and managing Personal Information**

Should you wish to request for access to your Personal Information, request for amendment/correction of such Personal Information or provide any feedback to Us on this Privacy Policy, you may contact Us at the following address, phone number and/or e-mail:

- ACS TRADING VIETNAM CO., LTD.
- Address: 246 Cong Quynh Street, Pham Ngu Lao Ward, District 1, HCMC
- Hotline: 028 5445 3800
- Email: [acs.support@acsvietnam.com.vn](mailto:acs.support@acsvietnam.com.vn)

Hereinabove is the POLICY OF AEON POINT PROGRAM, issued and updated by ACS TRADING VIETNAM CO., LTD, under the agreement of AEON Vietnam Co., Ltd.