# POLICY OF AEON VIETNAM LOYALTY PROGRAM (AEON VIETNAM MEMBER)

# TERMS AND CONDITIONS OF AEON VIETNAM LOYALTY PROGRAM (AEON VIETNAM MEMBER)

# **Article 1: Purpose**

The purpose of these Terms and Conditions (hereinafter referred to as the "Terms and Conditions") is to set forth the rights and obligations of Member Customer (as defined below) and AEON VIETNAM Co., Ltd. (hereinafter referred to as the "Company") and related parties in the issuance, management and use of Member Accounts (as defined below) to participate in the loyalty program AEON VIETNAM MEMBER (hereinafter referred to as the "Program") of AEON VIETNAM Co., Ltd.

By participating in the Program, a Member Customer acknowledges that he/she has read, understood and agreed to these Terms and Conditions.

#### **Article 2: Definition**

- "Program" means the Loyalty Program of AEON VIETNAM Co., Ltd., managed and implemented, in cooperation with its Partner Companies, including but not limited to the contents specified in Article 3 and detailed in Appendix 1 of these Terms and Conditions.
- 2. "Partner Company" means any strategic company that has an agreement with the Company regarding the implementation of the Program.
- 3. "Member Customer" means an individual or organization that has agreed to these Terms and Conditions, and has duly registered to participate in the Program, is eligible for membership following the provisions of the Article 4 of these Terms and Conditions.
- 4. "Member Account" means an account provided by the Company or any of its Partner Companies to a Member Customer, including a physical card, and/or a Bar code and/or a QR code representing a specific Member Customer identity via and online account on the Company's mobile application ("AEON VietNam mobile application"), or via websites, applications managed and operated by Partner Companies, or another form as prescribed and subject to changes in the Program at times.
- 5. "AEON POINT Accumulated Points" means points granted to an <u>individual Member</u> Customer at the rate specified in Appendix 1 when that Member Customer purchases products or uses services from the Company or the Partner Companies. AEON POINT Accumulated Points are managed, operated, and promoted by ACS

VIETNAM Trading Co., Ltd., a Partner Company, according to the points management cooperation agreement with the Company. Agreeing to participate in the Program also means that Member Customer will enjoy the benefits of AEON POINT program.

- 6. "Bonus Points" means points awarded to Member Customers, including individual and organization ones, when their purchases meet the conditions of promotions and/or marketing programs of the Company or Partner Companies.
- 7. "Redemption Voucher" means a voucher (paper version) or a barcode (electronic version) or a code (sent via SMS or Email) validly redeemed from AEON POINT Accumulated Points and/or Bonus Points, according to points conversion rate specified in the Article 3 of Appendix 1, with denomination and valid period specified in the Article 7 of Appendix 1, issued and provided by the Company and/or the Partner Companies to Member Customer, to be used for payment at the Transaction Locations that accept the usage of Redemption Vouchers.
- 8. "Promotion Voucher" means a valid voucher (paper version) or a barcode (electronic version) or a code (sent via SMS or Email), issued and provided by the Company and/or the Partner Companies to Member Customer, in accordance with the policy of each promotion program (sales promotion, marketing, and Program-related activities) that the Company and/or the Partner Companies are applying from time to time, have the denomination and valid period specified in e Article 7 of Appendix 1, used for payment at Transaction Locations that accept Promotion Vouchers.
- 9. "Program Changes" means any changes or updates occurred to the Program depending on the conditions and policies of the Company from time to time (For details refer to Article 11 of these Terms and Conditions). After a Program Change, a Member Customer can continue to participate in the Program if he/she meets the conditions to maintain his/her membership.

# **Article 3: Program content**

The Company provides Member Customer with one or more of the Program's contents as follows (details are provided in the Appendix 1 of these Terms and Conditions):

- Points accumulation and usage: Member Customer can accumulate and use accumulated points through purchasing products and using services from the Company or Partner Companies, under the standards set forth by the Company in these Terms and Conditions and are subject to change from time to time.
- 2. Promotions: Member Customer can enjoy promotions, discounts or receive gifts provided by the Company or its Partner Companies.
- 3. Other contents: The Company may develop other program contents to provider other benefits to Member Customer.

# **Article 4: Membership qualifications**

- 1. Individual Member Customer: Any Vietnamese citizen with a valid Citizen identity card or a foreigner holding a valid passport, aged 16 years or older, or aged under 16 years but with the consent of guardians, has the right to register to become a Member Customer and participate in the Program.
- 2. Organization Member Customer: Any business, state agency and/or other organization legally established and operating in Vietnam country can register to become a Member Customer and participate in the Program. When registering for the membership, an organization Member Customer must present:
  - (i) Business registration certificate, company establishment decision, operation license, tax identification number certificate or another equivalent document(s) issued by competent authorities to prove the legal establishment and/or operation of the organization in Vietnam (non-notarized photocopies are acceptable); and
  - (ii) Letter of introduction, power of attorney with certification and seal (if any) of the organization for its representative to carry out the procedures of membership registration. (The representative must also present his/her Citizent identity card/ Passport that is relevant to the information stated on the introduction letter and/or power of attorney).
  - (iii) One (01) mobile phone number to be used to register and log in the AEON VietNam mobile application. The mobile phone number used to register for an organization Member Customer account will not be used to register for an individual Member Customer account, and vice versa.
- 3. Individuals and organizations that meet the conditions mentioned in Article 4.1 and Article 4.2 who wish to become a Member Customer can register for membership by filling in the required information in the "AEON VIETNAM Member Customer Registration Form", and signing to agree to these Terms and Conditions; or register through AEON VietNam Mobile Application or other means linked to the Partner Companies' Program, and confirm to "have read and agreed" to these Terms and Conditions.
- 4. After receiving a member registration request from a customer, the Company will consider issuing a Member Account. The Company reserves the right to refuse a customer's request for membership registration when it finds that the customer has not met the conditions of the Program or has not met the Company's internal standards.

# **Article 5: Member Account Usage and Management**

 Member Customer must present a physical card or a Barcode or a QR code of their Member Customer code when participating in any content of the Program. In some situations, the Company and its Partner Companies may request Member Customer to provide information and/or present valid personal documents before redeeming points and/or receiving incentives during their participation in the Program.

- 2. Member Customer understands, commits and warrants that he/she is the legal and sole owner of the Member Account, and is responsible for the preservation of the physical card (if any) and confidentiality of the Member Account information. mine. The physical card (if any) is used only by the Member him/herself and must not be lent, transferred or authorized to others to use or keep as security without the prior consent of the Company. The Company shall not be liable for any damages in case the Member Customer violates the provisions of this Article or is negligent in the maintenance of his/her physical card and Member Account.
- 3. If the Member Account is stolen, or the physical card (if any) is stolen, damaged or lost, the Member Customer is responsible for notifying the Company immediately. Upon receiving the notice, the Company will take necessary measures such as verifying, checking, changing the usage status of that Member Account (if necessary). The Company shall not be liable for any damage that occurs before that Member Customer makes the notice as stipulated in this Article or during the Company's implementation of the abovementioned necessary measures.

# **Article 6: Resignation and Elimination of Customer Membership**

- 1. A Member Customer (including the guardians of a Member aged under 16 years old) may at any time refuse acceptance of the Terms and Conditions by resigning his or her status as a Member Customer by notice in writing, via the Company's designated call center, email or other communication channels of the Program.
- 2. If an individual Member Customer passes away, or an organization Member Customer is dissolved and/or bankrupt, and/or the Member Customer's Account does not have any transactions within two years, such Member Customer's membership will be automatically eliminated without notice from the Company.
- 3. In the following cases, except for the cases provided in Article 6.2, the Company may eliminate the Member Account by notifying the Member Customer in writing, via calls, phone messages, email or other communication channels:
  - a. The Member Customer registers incorrect or fake information, or with other people's personal information.
  - b. The Member Customer uses the Program illegally or for an improper purpose such as improperly accumulating and using points, fraudulently or illegally exploiting the Program for personal benefits.
  - c. The Member Customer is involved in or engaged in acts contrary to public order, morals and norms, such as preventing other Member Customer from using their Member Accounts and/or physical membership cards or using relevant information from other Member Accounts for personal purposes.
  - d. The Company has reasons to believe that the Member Customer is in breach of these Terms and Conditions.

- 4. The membership resignation of a Member Customer under the Article 6.1 or the membership elimination of a Member Customer under Articles 6.2 and 6.3 shall be carried out as follows:
  - a. In case a Member Customer requests to resign his/her membership: After receiving the request to resign the membership, the Company will verify, check and take necessary measures to eliminate the membership as required, or refuse to eliminate the membership if it is found that there are signs of misconduct, fraud or improper use of the Program for personal purposes.
  - b. In case, an individual Member Customer passes away or an organization Member Customer is dissolved and/or bankrupt: the membership will be eliminated on the date the Company becomes aware of the death or dissolution and /or bankruptcy of that Member Customer.
  - c. In case, a Member Account does not have any transactions within two years: Membership will be eliminated automatically as soon as the respective Account meets the conditions.
  - d. In case, the Company eliminates the membership of the Member Customer: the Company has the right to eliminate the membership with a notice as stated in Article 6.3.
  - e. The Member Customer has the right to complain, explain or give proof of his/her membership. However, the final decision on the elimination of Customer Membership belongs to the Company.

# Article 7: Handling of points when resigning or eliminating the membership

- 1. After resigning or eliminating membership of a Member Customer as specified in Article 6, in the event that the Member Customer does not use up all the AEON POINT Accumulated Points and/or Bonus Points, on the date of processing resignation or elimination of the membership, the handling of the remaining points after resignation or elimination of the membership will be handled as follows:
  - a. In case of resignation of the membership by the Member Customer in accordance with Article 6.1: Upon processing the resignation of membership, all the remaining Bonus Points of the Member Customer will be deactivated.
  - b. In case of elimination of the membership due to the death of an individual Member Customer, or the dissolution and/or bankruptcy of an organization Member Customer, and/or the Member Account has no transaction within two years (Article 6.2), or by the Company's decision (Article 6.3): Upon processing membership elimination, all Bonus Points of the Member Customer will automatically be expired and deleted.
  - c. Under any circumstances, the membership and Bonus Points will not be restored from the processing date of the resignation or elimination of the membership.

d. AEON POINT Accumulated Points will be processed according to the policy of the AEON POINT Program and subject to changes by case.

# Article 8: Types of points and time to use points

- 1. Includes AEON POINT Accumulated Points and Bonus Points.
- 2. When a Member Customer purchases goods or uses services provided by the Company or the Partner Companies, points will be awarded according to the calculation rule specified in Article 3 of Appendix 1 of these Terms and Conditions. The Member Customer shall be solely responsible for any and all costs, taxes, fees, claims or liabilities (if any) arising from the Member's enjoyment of the Program's benefits.
- The Member Customer may use AEON POINT Accumulated Points and/or Bonus Points according to the standards and means prescribed by the Company or the Partner Companies.
- 4. AEON POINT Accumulated Point has an expiration date set forth in the AEON POINT Program Policy and is subject to change from time to time.
- 5. Bonus Point has an expiry date specified by each promotion program, except for the cases specified in Articles 7 and Article 12 of these Terms and Conditions.
- 6. AEON POINT Accumulated Points and Bonus Points will be permanently deleted and cannot be restored after the point period expires. The Company is not responsible for dealing with any complaints (if any) related to the issue of points being deleted due to expiration, including the case where the Member Customer, for even good reasons, cannot read the notice of point expiration from the Company.

# **Article 9: Update Member Customer information**

- Member Customer can access their personal information through their Member Account via the Company's AEON VietNam mobile application, or through the applications, which are linked to the Program, managed and promoted by the Partner Companies, or via another form as prescribed by the Program from time to time.
- 2. If a Member Customer finds any error in his or her personal information or has any change in his or her registered information (phone/email/address, etc.), the Customer Member is obliged to update the changes directly via the Company's AEON VietNam mobile application or notify the Company to request for an update of information via email, or via Customer Service hotline number, or at the Customer Services Counters of the Company.
- 3. After reviewing and verifying, the Company may amend and update the information at the request of the Member Customer, or refuse to amend or update if it finds signs of fraud or violation with these Terms and Conditions. The Company is not responsible for errors, losses and damages arising out of or related to the failure

of the Member Customer in updating his or her information on time following the provisions of this Article, due to the Member Customer's fault.

# Article 10: Authorization of information processing and transfer of rights

- 1. The Member Customer hereby agrees that the Company and the Partner Companies may perform activities related to the processing and management of personal information collected from the Member Customer or authorize to a third party to conduct all or part of the processing and management of personal information, if necessary, as agreed in Appendix 2 of these Terms and Conditions.
- 2. The Company and its Partner Companies have the right to assign, transfer in any form, all or part of the rights and obligations arising from the Program to any third party of their choice.

# **Article 11: Change of the Program**

- The detailed content of the Program as set forth in Appendix 1 provided by the Company to the Member Customer may change depending on the conditions and policies of the Company from time to time. The Company has the right to change and update the contents of the Program without having to notify the Member Customer.
- 2. If the detailed content of the Program is modified or updated as specified in Article 11.1, the Member Customer must comply with the changed and updated Program.

# **Article 12: Termination of the Program**

- 1. The Company has the right to terminate the Program at any time with prior notice to the Member Customer (hereinafter referred to as "Notice") at least fifteen (15) days from the date of the Company intends to terminate the Program, via one or more of the following methods:
  - a. A Notice in writing on the Company's Website;
  - b. A Notice on the Company's AEON VietNam mobile application;
  - c. A Notice at the stores of the Partner Companies;
  - d. A Notice via Email;
  - e. A Notice via text message;
  - f. A Notice via Call Center.
- 2. The Member Customer will not be able to participate in the Program after the Program termination date and may use any valid remaining Points and/or offers/promotions until the Program termination date. Any valid remaining Points and/or offers/promotions not used up to the Program termination date will expire, and the Company shall not be liable to reimburse the Member Customer in any way.

#### **Article 13: Amendment of Terms and Conditions**

- 1. The Company reserves the right to amend and update these Terms and Conditions from time to time. The revised Terms and Conditions will take effect from the time they are published on the Website (detailed in Article 1 of Appendix 1) and/or on the Company's AEON VietNam mobile application.
- 2. Any Member Customer who opposes the amendment of the Terms and Conditions may apply to resign his/her membership in accordance with Article 7.1 of these Terms and Conditions. After the Company has publicly announced on the Website and/or on the Company's AEON VietNam mobile application, if the Member Customer does not have any request to resign his/her membership and continue to purchase goods and/or use services of the Company, to login into the account, make transactions on the AEON VietNam mobile application, or at the store of the Company and the Partner Companies, the Member Customer is understood to have agreed to the content and accepted the amendments, supplements and/or updates to the Terms and Conditions.

# **Article 14: Contents not specified in the Terms and Conditions**

Matters that are not specified in these Terms and Conditions and the interpretation of these Terms and Conditions shall be construed in accordance with the relevant laws and commercial business practices of Vietnam.

# **Article 15: Liability for breach of Terms**

- Either party violating these Terms and Conditions is responsible for indemnifying the other party for damages arising from this breach in accordance with the laws of Vietnam.
- 2. The Member Customer agrees to indemnify the Company, its Partner Companies and related parties of the Company and/or the Partner Companies in respect of any damages, claims, expenses, losses, liabilities and other fees (including attorneys' fees and costs and/or legal action) occurred due to or in connection with the Member Customer's breach of any content of these Terms and Conditions or any current law or regulations.
- 3. The determination of damage and compensation amount will be based on the provisions and principles of the current Civil Code.

# **Article 16: Force Majeure**

- 1. The Company and Partner Companies are exempt from liability in the following cases:
  - a. Data processing systems, software, signal transmission systems encounter problems, errors due to attacks or for any other objective reasons beyond the control of the Company and/or the Partner Companies.

- b. When a Member Account is illegally used in case of theft/loss/disclosure of Account information and the account holder fails to promptly notify the Company.
- 2. Except for the commitment to guarantee the interests of Member Customer in relation to the number of valid Points accumulated from the Program in the Account, the Company is not responsible for any loss or damage, whether directly or indirectly occurred to a Member Customer in connection with other promotions, including but not limited to the termination of the promotions by the Partner Companies, or the withdrawal or limitation of any services, benefits or any incentives; or force majeure as prescribed by law.

# **Article 17: Competence to settle disputes**

If any dispute arises in connection with these Terms and Conditions, the parties involved in the dispute are responsible for trying to resolve it by negotiation and conciliation. If the parties involved are unable to resolve the dispute within thirty (30) days from the date of the dispute, the dispute will be submitted by any party to a competent court in accordance with the law.

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# **APPENDIX 1: AEON VIETNAM MEMBER PROGRAM DETAILS**

# **Article 1. General Information**

- 1. AEON VIETNAM MEMBER Program is a loyalty program that allows Member Customer to:
  - a. accumulate points when purchasing goods, using services at transaction locations of the AEON VIETNAM ecosystem, including but not limited to general merchandise stores, supermarkets, mini-supermarkets, specialty stores, stores, business locations, other shopping channels of the Company and the stores of the Partner Companies (hereinafter referred to as the "Transaction Location"), unless otherwise notified by the Company.
  - b. use the accumulated points to exchange for Redemption Vouchers and/or Promotion Vouchers, to pay for part or all of the invoice value of the next purchase which is applicable for the relevant Vouchers at Transaction Locations.
  - c. on the Member Days (the 5th and 20th of every month), receive 5% discount on most of the applicable items, except for some non-promotional items according to the law and items according to the terms of each Program, at the Company's Transaction Locations where the Member Day program is applied.
  - d. enjoy discounts and promotions exclusively for Member Customer at Transaction Locations from time to time and depending on the program contents defined by the Company and/or the Partner Company.
- 2. Overview of the Program:

- a. Website: https://www.aeon.com.vn/ung-dung-di-dong-aeon-vietnam/
- b. Mobile application: AEON VietNam
- c. Name and types of points: AEON POINT Accumulated Points and AVN Bonus Points
- d. Main functions: Accumulate AEON POINT Acumulated Points and Bonus Points, and redeem points to Redemption Vouchers, receive/exchange to Promotion Vouchers, and enjoy discounts and promotions.

# **Article 2. Registration methods**

- 1. Offline registration: At AEON General Merchandise Store or other registration locations as prescribed by the Program from time to time.
- 2. Online registration: Via the registration channel on AEON VietNam mobile application or other applications of the Partner Companies linked with the Program.
- 3. For more information, customers can see detailed Registration Instructions here. (Link: https://www.aeon.com.vn/ung-dung-di-dong-aeon-vietnam/)

# **Article 3. Accumulate points and receive Bonus Points**

#### 1. Accumulate AEON POINT Accumulated Points:

- a. According to the agreement between the Company and the Partner Company that manages and operates the AEON POINT Program, the policy of the AEON POINT Program will be prescribed by the Partner Company, and will be updated to the Member Customer through the Company's communication channels.
- b. In accordance with the current AEON POINT Program Policy, the Member Customer will be entitled to accumulate AEON POINT Accumulated Points for the final transaction value of any purchase made at Transaction Locations. Accumulation rate may change from time to time depending on the Program but will be updated specifically for Member Customer via AEON VietNam mobile application. Current point accumulation rate: For every ten thousand VND (10,000 VND) purchases of goods or services at Transaction Locations, Member Customer will accumulate one (01) AEON POINT.
- c. In which, the final transaction value (including VAT, handling fee (if any), shipping fee (if any)) is the total payment amount after deducting the total value of Redemption Vouchers and Promotion Vouchers.
- d. Transactions that applies point accumulation include direct transactions at the cashier counters or online transactions on the PC version (computer, laptop) and mobile version (mobile web and mobile application) of the Transaction Locations.

- e. In case of forgetting to show the member identification number before making any transaction, a Member Customer can accumulate points after the transaction but not later than three (03) days from the date of the transaction (hereinafter referred to as "Post-Purchase Point Accumulation"). Post-Purchase Point Accumulation is only possible when the Member Customer provides complete and accurate invoice/receipt information of the respective transaction, via AEON VietNam mobile application or at the Customer Services counters of the Company, or through the application(s) of the Partner Companies that allow Post-Purchase Point Accumulation.
- f. The AEON POINT Accumulated Points for each transaction will be added to the total points balance in the Member Customer's Account after the transaction is completed and not later than 24 hours from the time of the transaction. In the event of an exchange or return, the accumulated AEON POINTs will be adjusted according to the changed value of the purchase (deducted or added) depending on the time of return and the policy of accumulating points.
- g. There is no limit to the maximum number of AEON POINT that can be accumulated per transaction.
- h. The Company and its Partner Companies have the right to refuse to grant AEON POINT Accumulated Points when the Member Customer commits a violation of the Terms and Conditions.

#### 2. Receive AVN Bonus Points:

- a. Member Customer will receive AVN Bonus Points when the transaction meets the conditions and regulations of each bonus points reward program defined by the Company and/or the Partner Companies. The rate and value of AVN Bonus Points will change from time to time depending on the Program, but will be updated specifically for Members through the communication channels at each Transaction Location, or via the AEON VietNam mobile application.
- b. Transactions that can gain AVN Bonus Points include offline transactions made at cashier counters or online transactions on the PC version (computer, laptop) and mobile version (mobile web and mobile application) of Transaction Locations.
- c. In case of forgetting to show the member identification number before making any transaction, a Member Customer can receive AVN Bonus Points after the transaction but not later than three (03) days from the date of the transaction and when the respective Program is still valid. (hereinafter referred to as "Post-Purchase Points Receipt").
- d. The Post-Purchase Points Receipt is possible only when Member Customer provide complete and accurate invoice/receipt information of the respective transaction, via AEON VietNam mobile application or at the Customer Services counter of the Company, or through the application(s) of the Partner Companies that allow Post-Purchase Points Receipt.

- e. AVN Bonus Points for each transaction will be added to the total points balance in the Member Customer's Account no later than 24 hours from the time of the transaction. In the event of an exchange or return, the AVN Bonus Points earned will be adjusted accordingly (deducted or added) depending on the time of exchange/return and the policy of the bonus point program.
- f. Purchased eligible to receive AVN Bonus Points are purchases of goods/usages of services at the Company's Transaction Locations, including VAT and handling fees (if any), shipping fees (if any) that meet the conditions of each bonus point program.
- g. The Company has the right to refuse to grant AVN Bonus Points when a Member Customer violates the provisions of the Terms and Conditions.

#### 3. Receive other Bonus Points:

Besides AVN Bonus Points, Member Customer may receive other Bonus Points depending on each Program of the Partner Companies from time to time. The policy and balance of other Bonus Points (if any) will be updated through the Member Customer's Account on the AEON VietNam mobile application and/or the application(s) of the Partner Companies associated with the Program.

# Article 4. Use of points

- Member Customer can use accumulated points to exchange for Redemption Vouchers to pay for a part of or all value of the next transaction made at the Transaction Locations. The redemption rate may change depending on the AEON POINT Program Policy and/or AVN Bonus Points policy from time to time.
  - a. Points redemption rate from AEON POINT Accumulated Points to Redemption Vouchers: According to the regulations and points redemption policy of AEON POINT Program from time to time.
  - b. Points redemption rate from AVN Bonus Points to Redemption Vouchers: every 300 points can be redeemed for one (01) Redemption Voucher valued at thirty thousand VND (30,000 VND). Bonus Points are not redeemable for cash. Points conversion rate is subject to change, depending on the policies of each Program as specified by the Company and/or the Partner Companies for each type of Redemption Voucher.
- 2. AEON POINT Accumulated Points and AVN Bonus Points are not redeemable for cash under any circumstances.

#### **Article 5. Discounts and Promotions**

- 1. Locations where discounts apply, discount rates, discounted products may vary depending on time and contents of the Program.
- 2. The Company and the Partner Companies will regularly conduct promotional programs to facilitate Member Customer to accumulate more points as well as

- enjoy more incentives. Terms and conditions for each promotion program will be announced at the time of the promotion.
- 3. Member Customer are advised to check the applicable terms and conditions before participating in any promotion program.
- 4. Customer Members are required to provide and maintain a valid contact address to receive information on promotion programs. Promotion conditions are subject to change without notice to Member Customer.
- 5. For promotions or special offers with conditions such as: Participation registration in a certain period or at a certain store, provision of personal information when logging in/registering, accumulation of sufficient number of points etc., Member Customer need to comply with the conditions to be eligible to receive the promotions.

#### **Article 6. Forms of AEON VIETNAM MEMBER Account**

AEON VIETNAM MEMBER Account has two forms: Physical Card (plastic card) and Virtual Card (Barcode and/or QR code of Member Identification Number).

- 1. Physical card is a plastic card provided by the Company with a Barcode and registered Member Customer information.
- 2. Virtual card is a Barcode and/or QR code shown on the Company's AEON VietNam mobile application or websites, or on applications managed and operated by the Partner Companies, or via another form as prescribed in the Program from time to time.
- 3. The Company may issue new forms or stop providing any of the above forms of Member Account from time to time.

# **Article 7. Types of Redemption Voucher, Promotion Voucher**

1. Redemption Voucher and Promotion Voucher can be redeemed from AVN Points with the following denominations and valid periods:

Type of voucher	Redemption Voucher	Promotion Voucher
Denominations (face value)	30.000 dong	20.000 dong
	90.000 dong	30.000 dong
	150.000 dong	50.000 dong
	300.000 dong	100.000 dong
Valid period	6 months	1 month

- 2. The face value and valid period of the Redemption Voucher and Promotion Voucher redeemed from AEON POINT Accumulated Points will be subject to the regulations of each Program defined by the Company and/or the Partner Companies and shall be specified in each type of voucher.
- 3. If Accumulated points have already been redeemed into Redemption Voucher and Promotion Voucher when Member requests return E-voucher and takes back points, this request of returning can't be done because the points redeemed can not be adjusted in the system.

# **Article 8. Principles of registration and use of Member Accounts**

- 1. Member Customer need to provide accurate personal information when registering. Each Member Customer can own multiple different forms of AEON VIETNAM MEMBER Account at the same time. In principle, when the registered information is identical, all account forms will be unified into one single member account with one AEON POINT Accumulated Points fund and one AVN Bonus Points fund. Therefore, when there is a discrepancy in the registered information, it will happen that one Member Customer registers too many member accounts and has multiple different points of funds. In such case, the Member Customer can request the Company through its call centre, email, the Company's Customer Services hotline, or other communication channels to unify multiple accounts into a single one.
- 2. Member Customer need to present their Membership Card (physical or virtual) at the time of transaction to accumulate and use points. Details are specified in Article 5 of the Terms and Conditions.
- 3. When there is a change in account information, Member Customer need to promptly update it to ensure their membership benefits, and to support identity verification in the event of a dispute. For Organizational Member Customer, when there is a change in the registered information of the organization and/or information of the representative whose name is registered in the Member Account, the Organization Member Customer is advised to notify the Company to update the changed information. Details are specified in Article 9 of the Terms and Conditions.

# Article 9. Inquiries, complaints, information updates

Member Customer can contact hotline: 1800-888-886 (from 08:00 am to 22:00 hours on weekdays) or send an email to the Company's Customer Services department: <a href="mailto:contact@aeon.com.vn">contact@aeon.com.vn</a> to send their inquiries, complaints, or updates of account information.

# Article 10. Privacy protection and terms of use

All information about Member Customer related to the Program will comply with the provisions stated in the Privacy Protection and Information Distribution Policy in Appendix 2.

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# APPENDIX 2: PRIVACY PROTECTION AND INFORMATION DISTRIBUTION POLICY

The Privacy Protection and Information Distribution Policy ("the Policy") of the AEON Vietnam Member Program ("the Program"), in principle, complies with the Personal Data Protection Policy of AEON Vietnam Co., Ltd. ("the Company"), published on the Company's websites/Applications and/or official communication channels, and is specified as follows.

Customers need to carefully read the Policy including its revised and supplemented versions before participating in the Program. Participation in and continued enjoyment of the Program's benefits are an acknowledgment of the customers of having read and fully understood the contents of the Policy, and voluntarily agreed to allow the Company to proceed their Personal Data according to the entire content of the Policy, including those stipulated in its the revised and supplemented versions, which have been updated and published on the Website/Mobile Application AEON VietNam of the Program.

Any Customer who does not agree with any part of the Policy, is advised not to access, participate in or provide/send Personal Data to the Company from the Website/Mobile application of the Program.

#### Article 1. Information collection and use

# 1. Types of information collected:

When a Member Customer registers to open an account and/or perform transactions from the AEON VietNam mobile application, the Company will, from time to time, collect the necessary information for account registration and/or the execution of transactions ("Member Information"), so that the Company can identify and/or verify the information of the Member Customer to ensure the interests of consumers.

The collected Member Information includes but is not limited to:

a. Personal Information is any information sufficient to accurately identify an individual, including at least one of the following: full name, date of birth, gender, nationality, citizen identification number, passport number, phone number, email address, permanent and temporary residence address, contact address, office address, title, etc., and other information including but not limited to marital status, number of children and ages of children, medical records, tax records, social insurance card numbers, credit card numbers, occupation, hobbies, income, etc..

b. Transaction Information is information arising from or related to the process of purchasing, using the Member Account, performing transactions on the mobile application and other channels of the Program.

# 2. Purposes of Information Collection and Use

- a. To provide Member Customer with Program benefits and to administer the Program;
- b. To perform services that are necessary or that contribute to the provision and administration of the Program;
- c. To identify, authenticate and verify Member Customer' registered information;
- d. To communicate, assist in communication between the Member Customer and the Company, and to handle the requests from the Member Customer;
- e. To implement marketing and communication campaigns to Member Customer to improve the effectiveness of the Program. To send to Member Customer notices, advertising information, promotions, and materials related to the Program, products and/or services within the framework of the Program by means under regulations and law;
- f. To make market surveys, to conduct new product research and development, to consolidate and perform data analysis of from Member Customer' information, consumption behaviours, and to use detailed transaction information related to the Program to support the operation of the Program and business activities of the Company and its Partner Companies;
- g. Detect, prevent or investigate any illegal activities, misconduct or negligence related to the use of services within the framework of the Program such as: forgery, vandalism of Member Customer accounts, forgery of the identity of a Member Customer, fraud, or any other activity arising from the relationship between the Company and the Member Customer within the framework of the Program;
- h. To store, manage, backup for recovery when troubles occur or for other similar purposes;
- i. To investigate incidents, resolve disputes, complaints and to perform other activities in order to comply with obligations under the law of Vietnam;
- j. To comply with the provisions of the law, the requirements of the competent authorities including but not limited to the obligation to disclose information, report according to the provisions of the law on promotion, record keeping, audit;
- k. To use cookies or similar technologies, to collect information such as: access history, Member's choices upon access and while using features of AEON VietNam mobile application, etc. to enhance customers' experience and help

the Company understand the needs and preferences of Member Customers for better service provision.

- To perform other lawful purposes consistent with the Program's objectives (if any);
- m. For the use of personal information of the Member Customer for any other purpose rather than those hereinabove mentioned, the Company will notify the Member Customer before using it, except in cases permitted by law.

# 3. Term of information storage and use

- a. Information will be stored and used for the purposes stated in Article 1.1 of this Appendix 2 from the date a Member Customer joins the Program until the date it is deleted or eliminated according to legislation and/or regulations or decisions of the Company from time to time.
- b. When a membership is resigned or eliminated, the Company will notify through the linked mobile applications or in writing to the Partner Companies who involve in the operation and management of information. However, how the Partner Companies will handle the information when membership is resigned or eliminated will be subject to the policies of the respective Partner Companies.

#### **Article 2. Information disclosure**

The Member Customer hereby agrees to the following terms of information disclosure:

# 1. Receiving parties:

- a. The Company (AEON VIETNAM Co., Ltd.)
- b. ACS VIETNAM Trading Co., Ltd.
- c. The Company's service providers who are involved in the provision of services and administration of the Program.
- d. The Company's Partner Companies who have agreements on the distribution and confidentiality of information, other companies in which the Company's owner (AEON Co., Ltd.) holds capital directly or indirectly, including companies established after the time the Member Customer agrees to this Privacy Protection And Information Distribution Policy and the Terms and Conditions.
- e. Services providers who involve in information processing activities.
- f. Competent authorities and units.

# 2. Use purpose of the receiving parties:

According to the agreement between the Company and the receiving parties, comply with the provisions stipulated in this Appendix.

# 3. Type of information provided:

According to the agreement between the Company and the receiving parties, comply with the provisions stipulated in this Appendix.

# 4. Term of storage and use of information of the receiving parties:

According to the agreement between the Company and the receiving parties, comply with the provisions stipulated in this Appendix.

# Article 3. Rights and obligations of Member Customers regarding the protection of Member Information

# 1. Obligations of information protection of Member Customers

- a. Each Member Customer understands, commits, and warrants to be the sole and legal owner of their Member Account, responsible for self-preservation of their physical card (if any) and the confidentiality of their Member Account information. The physical card (if any) is used only by the Member Customer themselves and may not be lent, transferred, authorized to others to use, or pledged as collaterals without the prior consent of the Company. The Company shall not be liable for any damages caused by circumstances in which a Member Customer violates the provisions of this Article or when they are careless in the maintenance of their physical card and Member Account.
- b. If the Member Account or the physical card (if any) of a Member Customer is stolen, damaged or lost, that Member Customer has responsibility for notifying the Company immediately. Upon receipt of the notification, the Company will take necessary measures, such as verifying, checking, changing the use status of that Member Account. The Company shall not be liable for any damage that occurs before the relevant Customer Member fulfils their notification obligation as provided for in this Article or during the Company's implementation of necessary abovementioned measures.
- c. All Member Customers must not interfere with the system or change the data structure of the Mobile Application in any way. The Company strictly prohibits the distribution, dissemination or promotion of any activities aimed at interfering, destroying, or infiltrating the data of the Mobile Application system. In case of violation, that Member Customer will be deprived of all benefits arising from the use of the Mobile Application and may be sued in accordance with the law.

# 2. Rights of information protection of Member Customers

- a. Access, modify, withdraw consent:
  - Each Customer Member may access, correct and delete certain Personal Information from their Mobile Application and/or has the right to request the Company to amend or update their Personal Information by sending request

through written forms, call center, email or other interactive channels of the Program.

- Any Member Customer has the right to opt out of receiving marketing emails from the Program by unchecking "I want to receive news" on the Mobile Application.
- Any Customer Member has the right to choose to stop receiving notifications on the Mobile Application by customizing the permission settings of their device according to the rules of iOS and Android operating systems.
- b. Objection to data processing: In cases where the Company collects and uses Personal Information of Member Customers not for the purposes stated in the Policy without their consent, the relevant Member Customer has the right to require the Company to stop using such Personal Information until the Company has a justifiable reason to continue using it, except as required by a competent governmental authority.

#### c. Delete data:

- Member Customers (including legal representatives for Members under the age of 16) may, at any time, request data deletion by canceling their consent of the Terms and Conditions and resigning their membership directly via Mobile Application, through written forms, call center, email or other interactive channels of the Program.
- After receiving the request to resign the membership, the Company will verify, check and take necessary measures to eliminate the membership as required, or refuse to eliminate the membership if it is found that there are signs of misconduct, fraud or improper use of the Program for personal purposes.
- Under any circumstances, the membership and Bonus Points will not be restored after two years from the processing date of the resignation or elimination of the membership.
- AEON POINT Accumulated Points will be processed according to the policy of the AEON POINT Program and subject to changes by case.
- From the time of receiving a valid request to delete data from a Member Customer, the Company will stop recording further Transaction Information, and perform the deletion of the Personal Information of relevant Member Customer in accordance with the provisions of law and/or decisions and regulations of the Company from time to time.

# **Article 4. Commitment of protection of Member Information**

 Member Information on AEON VietNam mobile application is committed to be processed with confidentiality by the Company in accordance with the Company's Personal Data Protection policy. The collection and use of Member Information is only made with the consent of that Member Customer, except for the cases specified in Article 1 of the Policy or other cases prescribed by law.

- In the event that the information server is attacked by a hacker leading to the loss of Member Information data, the Company will be responsible for notifying the incident to the competent authorities for timely investigating and handling, as well as notifying related members.
- 3. All online transaction information of Member Customers, including information on digital invoices and documents, is protected at the Company's 1<sup>st</sup>-level secure central data server.
- 4. All Member Information, as well as information exchanged between Member Customers and the Company, is stored, and kept confidential by the Company's systems.
- 5. The Company has appropriate technical and security measures to prevent unauthorized access and use of Member Information. The Company also regularly cooperates with security experts to update the latest information on network security to ensure the confidentiality of Member Information when Member Customers access, register an account and/or use the features of the AEON VietNam mobile application. When collecting data, the Company keeps and secures Member Information at the server system and this Member Information is secured by measures such as firewalls, access control, and data encryption.
- 6. The Company does not allow third parties to track or collect Member Information on the AEON VietNam mobile application as well as on the Company's websites, except for the cases with the consent of the Member Customer.
- 7. The Company commits that it will not by default force any Member Customer to use additional services when installing and using its application.

# **Article 5. Contacts of the organization collecting and managing Member Information**

AEON VIETNAM Co., Ltd.

Address: No. 30 Tan Thang Street, Son Ky Ward, Tan Phu District, Ho Chi Minh City

Tel: (028) 6288 7711

# **Article 6. Dispute and claims resolution**

Enquiries and concerns about the right to access, modify/correct Personal Information or feedbacks about the Policy, can be sent to the Company via the following address, on call center and/or e-mail:

Hotline: 1800-888-886 (08:00 am - 22:00 pm every weekday),

E-mail: <a href="mailto:contact@aeon.com.vn">contact@aeon.com.vn</a>

# **Article 7. Other regulations**

The Company shall, from time to time, amend the content of the Policy at its convenience, and those amendments will take effect immediately upon published on the Program's Website/ AEON VietNam mobile application.

Hereinabove is the POLICY OF AEON VIETNAM LOYALTY PROGRAM (AEON VIETNAM MEMBER), issued and updated by AEON Vietnam Co., Ltd.