



## LANSDOWNE CENTRE LOYALTY APP (PROGRAM)

### TERMS AND CONDITIONS

The mutual relationship between the User and the Provider stemming from the use of the Application is governed by the following terms and conditions of the loyalty program (hereinafter referred to as the "Terms"):

#### 1. Introductory provisions

- 1.1. Mobile application **Lansdowne Centre** (hereinafter referred to as the "Application") is operated by **Simplaq s.r.o., registered office: Korunní 2569/108, Vinohrady, 101 00 Prague 10, Czech Republic, ID: 10732888, registered at the Municipal Court in Prague, file C 347462** (hereinafter also referred to as the "Operator").
- 1.2. The loyalty program (hereinafter also referred to as the "Program") is operated by **Lansdowne Centre** (hereinafter also referred to as the "Provider").
- 1.3. For the purposes of these Terms and Conditions, a user (hereinafter referred to as the "User") is only a person (in the case of a person under the age of 18, then one who meets all the conditions listed below), capable of legal action, who must express their consent to these Terms, have joined the Program, and who in accordance with these Terms i) downloaded the application from the Google Play Store or Apple App Store ii) and registered or who already had a user account created in accordance with these Terms and iii) as a customer obtained loyalty points for the purchase of goods or services in the stores (hereinafter also referred to as "Partner") of **Lansdowne Centre** (hereinafter also referred to as "Centre"), iv) or obtained loyalty points directly from the Provider. Legal entities cannot participate in the Program as a User.
- 1.4. The program is implemented through the Application. The rules for collecting and using points are listed in the Application. In order to participate in the Program, the User must first agree to these Terms. If the User does not agree with the Terms, they cannot participate in the Program. By accepting the Terms and using the Application, the User undertakes to comply with the Terms.
- 1.5. To register for the Program, the User must fill in the registration form correctly, completely and truthfully, which contains at least the following information:
  - First name (mandatory data)
  - Surname (mandatory data)
  - email address (mandatory data)

- year of birth (optional data)

**This data will be processed and stored by the Operator.**

- 1.6. After registration, if the Google / Apple / Facebook login is not used, the User will be sent an email through which they will confirm the registration and their identity. The email is generated automatically and will be sent without undue delay, and the User has 24 hours to open it and click on the attached link in order to be verified as a User and be able to participate in the Program
- 1.7. The Program is intended only for persons over **16** years of age. Younger people are not allowed to participate.
- 1.8. Multiple accounts made by the same user (using the same or different email addresses) are not permitted and may have rewards rejected either within the app or at redemption.
- 1.9. The user declares that the data provided during registration is complete and true, that they meet the age requirements, and that their autonomy was not and is not limited in any way.
- 1.10. Registration to the loyalty program is free.
- 1.11. Legal entities providing goods or services in the Centre (hereinafter also referred to as "Stores") are involved in the program.
- 1.12. Only natural persons can participate in the Program as Users.
- 1.13. These persons are excluded from participation in the Program:
  - a) when an affiliated company is any company that is connected to the Operator in terms of property, personnel or otherwise, whether directly or indirectly (the final decision as to whether the User is excluded is at the discretion of the Provider, and can be done at any time),
  - b) persons whose user account has already been blocked by the Operator or the Provider
- 1.14. Registration may be rejected by the Operator or the Provider or subsequently canceled for any reason or without giving a reason.
- 1.15. Membership in the Program and all rights associated with this membership, in particular all benefits for Program members, are non-transferable and cannot be the subject of inheritance rights.
- 1.16. Rules, respectively also the principles of using the Application described in these Terms and Conditions are available in the Application - within the user account created in the Application, which allows viewing and recording of its content. Before logging into the Application for the first time and starting to use the Application, each user is obliged to familiarize himself with the Terms and Conditions.
- 1.17. When using the Application, the User is responsible for his own equipment and information systems that he uses when using the Application, as well as for their settings. The Provider is not responsible for the User's equipment or systems, or for the use of these equipment and systems by unauthorized persons.
- 1.18. Program Users have access to special product offers and benefits and may receive information and personalized offers tailored to the User's individual needs, age, gender or purchase history, including marketing flyers associated with participation in the Program. The current benefits associated with participation in the Program, their scope, conditions of use and duration are determined exclusively by the Provider and the User can find out about them in the Application. Participation in the Program is voluntary. In order to use the Application and take advantage of the benefits of the Program, it is necessary to create a user account in the manner specified in clause 1.5 above.

- 1.19. The processing of personal data and the rules are regulated in a separate agreement between the User and the Operator and Provider. To speed up registration, the User can choose to automatically pre-fill registration data from another active Member account - Apple, Facebook or Google. In such a case, the transfer of the Member's personal data is governed by the personal data processing policies of the company
- Apple Distribution International Ltd. – <https://www.apple.com/legal/privacy/cz/>
  - Facebook, Inc. – <https://www.facebook.com/legal/terms/dataprocessing>
  - Google LLC – <https://policies.google.com/privacy?hl=cs#intro>

## 2. Application

- 2.1. The application uses the English language. The application is intended for devices with the Android operating system version at least 10.0 and access to the Google Play Store and with the iOS operating system version at least 13.0 and access to the Apple App Store.
- 2.2. The Application allows its Users (who participate or are interested in participating in the Program):
- a) to register for the Program;
  - b) use rewards within the Program when the Terms
- 2.3. If the User gives consent, the Provider may prepare promotional offers corresponding to the potential needs or expectations of users, including the User. Promotional offers can be tailored to individual users based on their data, which is available to the Provider and which is prepared in particular based on the analysis of: a) purchase history, especially the type and quantity of products purchased; b) the way of using the Application, in particular the preferred promotional offers and the functions of the Application; c) data on the location and movement of the User, especially visits to Stores in the Centre; d) other personal data provided by the User (e.g. regarding his age, etc.).
- 2.4. Individual models of end devices have access to certain software versions. From a technical point of view, the appropriate software version may not be available for some types. If the relevant software version is not available for the given end device, the user cannot use the Application. Due to the ever-changing range of products on the end device market, an up-to-date list of end devices on which the Application can be used cannot be given.
- 2.5. Use of the Application requires in particular:
- a) sufficient battery charge of the terminal device,
  - b) connection to the Internet and an Internet browser,
  - c) an active email account.
- 2.6. Installation of the Application and its use requires a fixed data transfer from the User's end device. The volume and frequency of data transfer depends on the method and extent of use of the Application. Connection costs for data transmission are borne by the User. Their amount depends on the contract concluded between the User and a specific internet connection service provider.
- 2.7. The Operator and/or Provider may publish and offer updates to the Application. For the proper operation of the Application, it is necessary to update it. The Operator and the Provider do not guarantee the proper

- functioning of the Application if the User has not downloaded and installed on his end device the update provided by the Operator or the Provider.
- 2.8. The use of some features of the Application may require access to certain resources of the User's end device, such as photos/multimedia, end device identifier and connection information, geolocation or contacts. Denial of access to such resources may have the effect of limiting the functionality of the Application.
  - 2.9. For the correct functioning of the Terminal Device Application where The Application is installed:
    - a) it must not have operating system modifications installed, especially modifications consisting in breaking the security protection of the terminal device manufacturer or the operating system manufacturer (so-called jailbreaking or rooting);
    - b) must enable the establishment of a connection with the Internet network.
  - 2.10. Access to the User's data within the Application is secured by the User's access name and password. The password must meet the security requirements specified in the registration form, especially with regard to the number and type of characters it must consist of. The access password must be protected by the User and must not be given to other persons.
  - 2.11. If the User forgets their access password, they can use the "Forgot password" function and a link to create a new password for their Account will be sent to their e-mail address, together with instructions for changing the password.
  - 2.12. Login is done using the data provided by the User. Closing the Application, terminating data transfer, disconnecting or turning off the device does not automatically log you out of the Application. If the User wants to log out of the Application, they must use the appropriate option in the Application menu.
  - 2.13. In case of loss or theft of a terminal device with the Application installed, which was not adequately secured, the User is obliged to immediately report this fact to the Provider.
  - 2.14. We recommend that the User uninstalls the Application from the end device before handing it over to a third party.
  - 2.15. While we make constant efforts to ensure a high level of technical security of the Application and User data, with regard to the specifics of information technology, vulnerabilities of the Application may be detected in the future in the case of certain threats. For this reason, we recommend that you update the Application and we inform you that we may occasionally issue messages containing instructions regarding security policies related to the use of the Application.

### 3. Rights and obligations of the User, consequences of breaching the obligations

- 3.1. Each User is entitled to have only one user account. The account is assigned to only one User within the Application (using a single email address).
- 3.2. The User is not entitled to transfer his account to another User, or to acquire loyalty points for payment in any way.
- 3.3. The User declares that: he/she
  - is autonomous, his autonomy was not and is not limited so that he cannot participate in the Program, in the case of a person under the age of 18, his mental and voluntary maturity is to such an extent that he fully

understands the Conditions, the Program, and rights and obligations , which are based on participation in the Program, the User provided

- true and correct information when registering his user account,
- maintains only one user account,
- with a correspondence address in the country of Canada.
- is the authorized owner of the user account.

3.4. The User expressly acknowledges that the Provider has the right to terminate or limit the User's participation in the Program at any time, without prior notice, without giving a reason and without any claim on the part of the User, to cancel or block the user's account, not to recognize the right to a reward, and all this at the same time, or just to exercise some of your authorizations specified in the Terms, in the event that the User:

- commits (or even attempts to) violate these Terms, including providing false personal data,
- commits (or even attempts to) violate the applicable laws of the Canada,
- commits (even just an attempt) a violation of valid legal regulations effective on the territory of the Canada,
- commits (even just an attempt) any manipulation or fraudulent behavior in relation to the Program or the Provider,
- commits abuse of the benefits provided by the Program (e.g. uses the purchased discounted goods for their resale for the purpose of carrying out business activities)
- allows the acquisition of loyalty points by any speculative way other than the Program allows;
- damages the business name of the Provider or Partners;
- leads any legal dispute with the Provider;
- acts contrary to good morals; or
- withdraws and/or cancels the consent to the processing of personal data,

3.5. The User expressly acknowledges and confirms that the loyalty points they obtain from purchases originate from the transaction between the User and the Partner in the stores located in the Centre.

3.6. The User is not entitled to use the Application in any way or contrary to these Terms, circumventing the purposes of these Terms or violating or circumventing the applicable laws of Canada or other countries applicable to the User, or damaging the business name of the Provider.

3.7. The User undertakes to fully indemnify the Provider for all damages incurred as a result of the User's violation of the provisions of these Terms.

3.8. The user is obliged to keep the access username and password secret and not to give it to another person, to ensure that his user account is not used by any third party.

## 4. Rights and obligations of the The Provider

4.1. Provider does not provide the User with any guarantees regarding the functionality, speed and availability of the Application services.

4.2. The provider bears no responsibility for any errors in data transmissions, nor bears any responsibility for damages arising from or resulting from any misuse of user accounts.

4.3. The Provider may change the rewards or the conversion ratio between the purchase value and loyalty points at any time during the Program.

4.4. The Provider may, at its own discretion, declare the current course of the Program to be invalid, especially due to any technical or other system error,

change, modify or terminate the Program, as stated in the Terms. If, for any reason, which is capable of disrupting or otherwise negatively affecting the administration, security, honesty, integrity, or proper operation of the Program, or is unable to continue with the Program as planned, the Provider reserves the right to take all possible measures in relation to the Program, in particular the one mentioned in the previous sentence, without being obliged to communicate anything to the Users.

- 4.5. The Provider has the right, at its own discretion, to cancel, terminate, modify or suspend the Program, by announcing the termination of the program on the Provider's website, or by other appropriate notification. If the Program is canceled or suspended, all loyalty points may be canceled without compensation and without any authorization of the User to demand anything from the Provider in connection with the aforementioned action of the Provider.
- 4.6. The User's participation in the Program and all rights related to participation in the Program cease at the moment of publication of the notice of termination of the Program; points properly loaded up to the moment of cancellation of participation in the Program cannot be used, without any authorization from the User to demand anything from the Provider in connection with the aforementioned step of the Provider.
- 4.7. The Provider is entitled to deactivate the User's account if it has been inactive for more than **12** months, i.e. does not participate in the Program or has not earned any points in the specified period. Upon deactivation of the User Account, all earned loyalty points that have not been used up by the User are lost (hereinafter referred to as "Expiration"). Loyalty points expire automatically after the specified period of time has elapsed since the User's last activity, without the User having any authorization to demand anything from the Provider in connection with the above.
- 4.8. Provided that no rights or obligations arise from the legal relationship between the User and the Partner. Provide also bears no responsibility for any mutual performance between the User and the Partner. For the avoidance of doubt, the Provider is not responsible for: the
  - truthfulness of the information provided by the Partner,
  - the quality, safety or legality of the goods or services that are the subject of the transaction between any User and any Partner,
  - the actual completion and fulfillment of the transaction between any User and any Partner.
- 4.9. The Provider is not responsible for the pages and content of third parties accessible through the Provider's pages or in the Application. If the User decides to visit any third-party sites, or familiarize himself with the content of third-party Applications, software or other content, he does so at his own risk.

## 5. Earning points and rewards

- 5.1. The User earns points for scanning receipts from purchases made by the User in the Centre, except for stores and services not participating in the program. These include:
  - Exchange(s)
  - Bank(s)
  - Insurance Company(s)
  - Pharmacies
  - ICBC and other service providers
  - Other outlets as determined by the Provider

- 5.2. The condition for obtaining points is to scan receipts from purchases made by the User via the Application receipt must meet the following parameters:
- photographed vertically
  - visible in good light with legible text
  - Not be crumpled, ripped or otherwise
  - the edges of the paper visible
  - all identifying signs of the receipt, including the store, price and individual items, clearly visible
- 5.3. The provider reserves the right to reject receipts that do not meet the objective criteria, even just one of the following:
- incompletely photographed (e.g. scanned without a visible receipt header or footer)
  - creased, illegible or photographed in low light
  - scanned from an angle that makes it difficult to read
  - it is not a receipt (e.g. a receipt from a payment terminal)
  - marked as COPY or DUPLICATE
  - older than 30 days from the purchase of the item/s on the receipt
  - counterfeit receipts
  - receipts for purchases that show signs of fraud
  - receipts for returned goods
  - receipts that have been altered in any way, either by the vendor or others
  - Receipts for gift cards that are then redeemed as payment
- 5.4. User earns 1 point for every purchase worth 1 CAD. Receipts valued at less than \$1 are not eligible, even if multiple receipts of same (less than \$1) are submitted.
- 5.5. Points are valid and can be used in accordance with the Terms and Conditions and the Program for 12 calendar months from the date they are credited. The User may register up to three receipts from the Centre per day. Receipts do not need to be from that particular day, but no more than three may be registered in any one calendar day.
- 5.6. The User can find an overview of the rewards offered in the Rewards section. Points cannot be exchanged for money. An overview of the rewards offered will include the rewards, the number of points needed to earn them (and any additional payments) and any restrictions on earning certain rewards. Rewards can only be earned by complying with the Terms and Conditions and other conditions set forth in the rewards offer overview, within the time frame and maximum quantity set forth in this overview, and only while supplies last. Rewards information may be changed or canceled at any time with immediate effect. The user can start collecting and using the points collected on his user account only after completing the registration process according to Article 1.5 of these Terms and Conditions. After completing the registration process, the User can also start using the points accumulated in his user account. The User will be informed about the current possibilities of using the collected points through the Application or by e-mail or SMS (if the User has provided a telephone contact). Information about promotional offers can be displayed in the Application. If the User gives the relevant consent, information about promotional offers can be sent to him via messages within the Application (including push notifications, if the User has allowed them) or via other electronic communication channels (e-mail, SMS). Promotional offers can be intended for all Users, groups of Users or individually designated Users.

## 6. Handing over the reward

- 6.1. Individual rewards will be handed over to the User by the staff in the Customer Service area, and can ONLY be redeemed when a Customer Service representative is in attendance and witnesses the reward redemption on their phone. In the Application, the User selects the reward they are interested in and exchanges it for points.
- 6.2. The operator of the Customer Service stand has the right to request that the registered User prove his identity as part of the verification. If the User refuses to prove his identity to the operator, or if his identity does not match the registration data in the Application, the Provider has the right not to issue a reward to the User. In such a case, the user is not entitled to a reward.
- 6.3. After the reward redemption has been verified, the operator of the Customer Service booth will hand over the reward to the User.
- 6.4. Up to three rewards may be redeemed within one calendar month. A maximum of **500** CAD worth of rewards can be earned in one day.
- 6.5. The total number of rewards for all users may be limited, even afterwards.

## 7. Complaints procedure

- 7.1. Complaints about any problem (defects) with the course of the Program are handled by the Provider through the office **of the Centre**. Objections to the correctness or completeness of the number of points collected by the User are submitted electronically (e.g. by email), including the relevant receipts for the purchase of goods/services, within one (1) week of the purchase. If no objections are raised during this time, the status of the points communicated by the Operator is considered to be faultless (correct). Email for sending a complaint is: [info@lansdowne-centre.com](mailto:info@lansdowne-centre.com). The User acknowledges that the Provider uses effective protection to prevent the specified address from spam, and will not abuse the specified address for sending messages other than those envisaged by the Terms.
- 7.2. The user is obliged to exercise rights from defects without delay after discovering the defect or after the defect could have been discovered by exercising usual care.
- 7.3. The Provider will inform the User about the outcome of the complaint procedure no later than 30 days after the complaint is made.
- 7.4. All disputes arising on the basis of these Terms or in connection with them, or which arise in connection with the Program, the Provider will try to resolve amicably.

## 8. Final Provisions

- 8.1. The Provider is entitled to unilaterally change the content of these Terms and Conditions at any time.
- 8.2. Any changes to these Terms and Conditions become effective after publication and on a date specified by the Provider, but in relation to each User only if the User agrees to such a change. The User's continued participation in the Program and/or purchase of goods or services even after the date specified by the Provider as the effective date of the change to the Terms is considered to be an expression of consent by the User. If the User does not agree with the



changes to the Terms, he is obliged to refrain from participating in the Program.

- 8.3. For the avoidance of doubt, the parties declare that a User who has already registered in the past before the effective date of these Terms and continues to participate in the Program and/or purchase goods or services based on the original registration, becomes a User under these Terms without further ado and they apply to him these conditions.
- 8.4. If any provision of these Terms is or becomes invalid or unenforceable in whole or in part, it is fully severable from the other provisions of these Terms and such invalidity or unenforceability shall have no effect on the validity and enforceability of any other provisions of these Terms. In such a case, the Provider shall replace such invalid or unenforceable provision with another provision that corresponds to the maximum extent possible with the content of the original provision.
- 8.5. Any communication between the Provider and the User takes place electronically via electronic mail via the Application and email.
- 8.6. These Terms and the relationship between the Provider and the User are governed by the legal order of Canada. In the case of judicial settlement of disputes between the Provider and the User, the general court of the Provider is competent, unless of course the User is in the position of a consumer.
- 8.7. In the event that a consumer dispute arises between the Provider and the User in the position of a consumer, which cannot be resolved by mutual agreement within thirty (30) days, the User in the position of a consumer may submit a proposal for an out-of-court settlement of such a dispute to a designated entity for the out-of-court resolution of consumer disputes, which is the XX and XX
- 8.8. The User agrees that the information provided in these Terms and Conditions is provided in a different text form, i.e. not in writing, but only electronically. The User is entitled to save and print these Terms and Conditions.
- 8.9. These Terms and Conditions were updated on January 15th, 2023