

GENERAL BUSINESS TERMS AND CONDITIONS FOR LYONESS MEMBERS (AUSTRALIA)

Version: June 2014 Updated: February 2015

0. Introduction

- 0.1 Lyoneess Asia-Pacific Limited (a company incorporated under the laws of Hong Kong Special Administrative Region of the People's Republic of China (Hong Kong) with Company Number 1619260, registered office address: Suite 2607-12, 26/F, Tower 2, The Gateway, Harbour City, Tsim Sha Tsui (**Lyoneess Asia-Pacific**), operates a shopping community in the Asia-Pacific region, which offers the participants ("**Members**"), the opportunity to receive benefits ("**Lyoneess Loyalty Program**") through the purchase of goods and services from approved Lyoneess retailers or service providers called Loyalty Merchants ("**Loyalty Merchants**"). Persons wishing to become Members must apply for membership in the Lyoneess Loyalty Program, and if Lyoneess accepts the application, membership is granted by Lyoneess in accordance with the terms of these General Business Terms and Conditions for Lyoneess Members ("**GTCs**"). Every Member is bound by the terms and conditions of these GTCs (including all recital, clause, schedule, annexure or exhibit thereto). These GTCs (including all recital, clause, schedule, annexure or exhibit thereto) form a legally binding agreement ("**Agreement**") between Lyoneess Asia-Pacific and the Member. A reference to Lyoneess, we, us, or our in this Agreement is a reference to Lyoneess Asia-Pacific.
- 0.2 These GTCs are effective as at the date specified above and may be amended by Lyoneess from time to time. The current GTCs are available on the Lyoneess website www.lyoneess.net/au and are provided to each Member at the time of joining the Lyoneess Loyalty Program.
- 0.3 There is no contract between the Member and Lyoneess Australia Pty Limited (ACN 154 275 546; registered office Suite 2, Level 12, 222 Pitt Street, Sydney, NSW 2000, Australia) ("**Lyoneess Australia**").
- 0.4 Unless otherwise stated in these GTCs, capitalised terms used in this Agreement have the meaning given to them in the Annex to these GTCs (Dictionary). Rules of interpretation for this Agreement are contained in the Annex (Dictionary).

1. Object of the Agreement

- 1.1 Details of the goods and services purchased by a Member from Loyalty Merchants ("**Purchases**") shall be recorded by Lyoneess in the Lyoneess Loyalty Program for the purposes of administering the Program. A Member has the opportunity to receive Member Benefits only by shopping at Loyalty Merchants using the Lyoneess *Cashback Card*, Loyalty Merchant Vouchers or Online Shopping, as described in more detail under Clause 4.3.
- 1.2 Upon acceptance by Lyoneess of the Member's application for membership, the Member is entitled, in accordance with and subject to these GTCs, to participate in the Lyoneess Loyalty Program and has the opportunity to acquire Member Benefits and the *Friendship Bonus* through valid Purchases made when shopping with Loyalty Merchants using the shopping options available through Lyoneess. The Member may recommend the Lyoneess Loyalty Program to other natural persons and recommend the said natural Persons as members. The Member is not authorized to recruit companies within the meaning of Clause 3.4.4 as members. The Member is not under any obligation to participate in the Lyoneess Loyalty Program, or to recommend or recruit further Members and only does so voluntarily.

2. Application for Membership

- 2.1 Upon approval of an application for Membership by Lyoneess in accordance with these GTCs, an applicant becomes a Member and is assigned a personal and non-transferable identification number ("**Membership ID**" or "**Member ID**"). This entitles the Member to participate in the Lyoneess Loyalty Program (but does not make him a member of any registered or unregistered club, society or association - see Clause 18.2 below).
- 2.2 An applicant shall apply for Membership by using either the *Friendship Flyer*, online registration, or other methods for local registration with a Loyalty Merchant provided by Lyoneess, and must be registered under another existing Member (the **Recommender**), except in the circumstances stipulated in Clause 2.3 below.
- 2.3 An applicant may apply for Membership online without being registered under any person (without any *Recommender*) ("**Open Registration**"). Upon approval of his application by Lyoneess the applicant will become a Lyoneess Member in accordance with these GTCs but any *Friendship Bonus* that would have been paid to his *Recommender* and/or the *Recommender* of his *Recommender*, had there been any, arising from purchases made by the Member and/or his 1st Level Members will not be paid out. The Member may subsequently register under another existing Member as his *Recommender* in accordance with the procedure and guidelines as stipulated by Lyoneess from time to time, and in this case his *Recommender* and, if any, the *Recommender* of his *Recommender* will

be entitled to the respective *Friendship Bonus* for purchases made by the Member and/or his 1st Level Members following the registration of the *Recommender* (and/or the *Recommender* of his *Recommender*).

- 2.4 The Member declares that the personal information provided by him to LyoneSS (subject to any personal data privacy legislations applicable) is truthful and accurate and shall indemnify LyoneSS and hold LyoneSS harmless in circumstances where you have supplied or attempted to supply inaccurate/false or misleading information, or made any misrepresentations to LyoneSS. The Member undertakes to inform LyoneSS without undue delay of any possible changes to the personal information provided (in particular residential address, E-Mail address, bank account details, telephone number etc.).
- 2.5 Individual Members may hold only one membership of the LyoneSS Loyalty Program at one time (i.e. one membership ID). Registration must be accompanied by the provision of the residential or registered office address of the Member. LyoneSS may terminate the most recently registered duplicate Membership with immediate effect and to deny payment or claim for reimbursement of any Member Benefits and *Friendship Bonuses* associated with the duplicate Membership.
- 2.6 An applicant must register for LyoneSS Membership applicable for the country/jurisdiction in which he ordinarily resides or his registered office address is situated.

3. Member's Obligations

- 3.1 Nothing in this Agreement will be construed as to create a relationship of employment, agency or partnership between LyoneSS (including its parents, subsidiaries and affiliates) and the Member (including, for the avoidance of doubt, when a Member is acting as Recommending Person). There is no obligation on a Member at any time to participate in the LyoneSS Loyalty Program or to recommend or recruit further Members, and the Member acts independently of LyoneSS when recommending or recruiting further Members (Recommending Person). Given a Recommending Person's independent obligations and responsibilities, the Recommending Person must comply with all applicable laws (including privacy laws and consumer protection laws) and codes of conduct.
- 3.2 The Member has the opportunity to receive Member Benefits and the *Friendship Bonus* from the LyoneSS Loyalty Program, without the right to any further compensation or reimbursement of any type of expenses whatsoever incurred by the Member in participating in the LyoneSS Loyalty Program or in recommending other Members.
- 3.3 The Member shall not be authorized to represent, bind or commit LyoneSS (including its parents, subsidiaries or affiliates) or Loyalty Merchants or hold out as a representative or agent of LyoneSS (including its parents, subsidiaries or affiliates) or Loyalty Merchants, and in particular not to make or accept representations towards other Members within the framework of the LyoneSS Loyalty Program and/or in the course of introducing or recommending new Members. The Member is not entitled to receive cash or to carry out the collection of money for or on behalf of LyoneSS. If a Member breaches this Clause 3.3 LyoneSS may terminate his/her Membership immediately.
- 3.4 The Member shall not be permitted, without the prior written consent of LyoneSS, to:
 - 3.4.1 use our name, trade marks, brands, logos, letterheads, slogans, domains, styles and colours, look and feel of CashBack Cards, Vouchers or any printed matter from LyoneSS or Loyalty Merchants, or any other intellectual property of LyoneSS (including its parents, subsidiaries, and affiliates) or of Loyalty Merchants, whether such intellectual property is registered or not ("**LyoneSS/Merchant IPs**"), including incorporation of any of the LyoneSS/Merchant IPs in any materials (electronic or printed) or media, whether published or not, in any form, as is or altered or similar in appearance to the LyoneSS/Merchant IPs;
 - 3.4.2 prepare business cards, presentations, videos, audio files, screenshots, web content, media content, flyers, prospectuses, websites, apps, advertising materials, bulk mail, mailings, homepages, or any other materials relating to and making reference to LyoneSS (including its parents, subsidiaries and affiliates) or to the LyoneSS Loyalty Program, to distribute them in written or electronic form or in another manner or otherwise making them available to the public (e.g. on internet sites such as for example Facebook or Youtube);
 - 3.4.3 carry out events, such as for example information events, workshops, seminars, etc. or other public meetings relating to and making reference to LyoneSS or to the LyoneSS Loyalty Program; or
 - 3.4.4 recruit, or attempt to recruit, retailers, wholesalers and other traders, as well as other companies or businesses offering goods or services to consumers, including but not limited to gas/petrol stations, franchisees and department stores, as Loyalty Merchants or as Members, to conduct negotiations or to pursue an advertising, marketing or promotional activity of any kind whatsoever for the purposes of recruitment or attempted recruitment to the LyoneSS Loyalty Program, especially not on their premises nor in close proximity to those premises.

4. LyoneSS Loyalty Program

- 4.1 By making Purchases from approved Loyalty Merchants, the Member has the opportunity to acquire Member Benefits in accordance with these GTCs (The *Cashback* as well as Shopping Points). The *Recommender* of this Member and the *Recommender* of his *Recommender* shall each receive the *Friendship Bonus* for Purchases made by the Member in accordance with these GTCs, subject to Clause 2.3 above. If the Member has other Members registered under him (the Member being a *Recommender* himself/herself), the Member will also receive *Friendship Bonus* for Purchases made by the first and second level Members recruited by him/her, in accordance with these GTCs. The Member Benefits and the *Friendship Bonus* as well as their prerequisites are described in more detail under Clause 8.

- 4.2 Calculation and amount of Member Benefits and *Friendship Bonus* are based on LyoneSS' agreements with individual Loyalty Merchants. Current Loyalty Merchants, including the amount of Member Benefits that are granted in each case, can be viewed at www.lyoneSS.com.
- 4.3 As aforementioned in Clause 1.1 above, the Member has the following ways and must use one of the following ways for the recording of his Purchases.
- 4.3.1 *Cashback Card*: The *Cashback Card* is available as a paper card, a plastic card or as a virtual card via the LyoneSS mobile App. It is not a means of payment but rather serves solely for the recording of Purchase data.
- 4.3.2 *Prepaid LyoneSS MasterCard®*: The *prepaid LyoneSS MasterCard®* is a payment card with *Cashback Card* function (prepaid debit card) that is provided in cooperation with a payment card service provider (MasterCard®). Separate and additional terms and conditions are applicable for the application for and usage of a *prepaid LyoneSS MasterCard®*.
- 4.3.3 Vouchers: Vouchers are original vouchers or gift cards or electronic vouchers (to be printed out or downloaded as online voucher codes) issued by the Loyalty Merchants. Detailed rules concerning Vouchers can be found under Clause 6.
- 4.3.4 Online Shopping: With Online Shopping the Member can:
- 4.3.4.1 log-in at www.lyoneSS.com using the Member's access data and then select the Online Shop of the desired Loyalty Merchant; or
- 4.3.4.2 access the Online Shops via another online channel, apps, softwares or tools that is provided by LyoneSS for the recording of Purchase data and directly make Purchases in the Online Shop of the Loyalty Merchant. The Purchases can only be recorded if the system used by the Member during the Purchasing process permits cookies and when an Ad Blocker or Script Blocker has not been deployed. Detailed rules concerning Online Shopping can be found under Clause 5.
- 4.4 In the cases dealt with under Clauses 4.3.1 and 4.3.4 the Loyalty Merchant transmits the recorded Purchase and/or billing data to LyoneSS for the calculation of the resulting Member Benefit. The same is applicable for Clause 4.3.3, i.e. for Vouchers, so long as these were purchased from an external Voucher Selling Point. If the Vouchers were ordered from LyoneSS directly, LyoneSS shall record the Purchase data itself and use the data as a basis to calculate the Member Benefits. In the case of Clause 4.3.2, the payment card service provider shall transmit the Purchase data to LyoneSS for the calculation of the resulting associated Member Benefits.
- 5. Online Shopping**
- 5.1 It is the Member's responsibility to read and understand information about online shopping with LyoneSS at www.lyoneSS.com, by accessing the FAQ section under the point Online Shopping.
- 5.2 If any legislation on distance selling applies, the credit from Member Benefits as well as from any *Friendship Bonus* from Online Shopping Purchases pursuant to Clause 8.4. does not accrue unless any cooling-off period or right of withdrawal under such legislation has expired and that the Member has not exercised his right.
- 5.3 The Member is only entitled to Member Benefits for Purchases made in the Online Shops of Loyalty Merchants, which are listed, on the website www.lyoneSS.com, according to the country/jurisdiction in which the residential or registered office address of the Member (according to the latest record of LyoneSS) is located. The same is applicable to the *Friendship bonus*.
- 5.4 LyoneSS has no control over the websites of Online Shops of Loyalty Merchants or any third parties linked thereto by the LyoneSS website, and shall not be liable for any contents contained in such websites/Online Shops.
- 6. Ordering of Vouchers**
- 6.1 Original Vouchers and/or Gift Cards and electronic vouchers (voucher codes) ("**Vouchers**") are Vouchers issued by Loyalty Merchants, which can only be used for Purchases from the Loyalty Merchant which issued the respective Voucher. The equivalent value of an individual Voucher corresponds to the amount shown on the Voucher ("**Face Value**"). Vouchers cannot be converted to or exchanged for money, either in whole or in part.
- 6.2 Vouchers can be ordered from LyoneSS in writing (by using an approved LyoneSS Voucher Order form or as directed by LyoneSS), by telephone, online from the LyoneSS website at www.lyoneSS.com or purchased locally from external Voucher Selling Points. LyoneSS shall provide the Voucher following payment in full, which can then be used to make Purchases from the corresponding Loyalty Merchants. LyoneSS may reject orders for Vouchers for any reason. LyoneSS may specify any minimum order amount. LyoneSS has no control over the Face Value or the denominations of each Voucher as Vouchers are issued and printed by Loyalty Merchants.
- 6.3 Vouchers ordered from, and provided by LyoneSS to the Member can, in each case, only be redeemed at the Loyalty Merchant specified by the Member when ordering the Voucher, and which is correspondingly named on the Voucher. Upon redemption of the Voucher by a Member at a Loyalty Merchant, the Member is entering into an agreement with the respective Loyalty Merchant for the sale and purchase of goods and services from that Loyalty Merchant. LyoneSS shall not be responsible whatsoever for such sale and purchase of goods and services or claims arising from this contractual relationship, and the process of redemption of Vouchers between the Loyalty Merchant and the Member subject to Clause 6.4 below.
- 6.4 Vouchers purchased directly from LyoneSS are non-returnable and payments that have been made cannot be refunded, subject to Clauses 6.4.1 and 6.4.2 below.
- 6.4.1 To the maximum extent permitted by law, LyoneSS warrants, within the framework of the statutory consumer protections

including statutory consumer guarantees or any other condition or warranty which may be implied by legislation and cannot be excluded, that the Vouchers purchased by a Member can be redeemed and used to fulfil the payment obligation arising from a Purchase made at a Loyalty Merchant. If the Member is unable to redeem the Voucher at the nominated Loyalty Merchant, he/she can exchange the Voucher with Lyoneess for a Voucher from another Loyalty Merchant (whereby the Member Benefits and *Friendship Bonus* can change, because of the differing agreements made with Loyalty Merchants, see Clause 8.3.). If the Member is not interested in having a different Voucher, the Member can request reimbursement of the amount paid. In this instance, insofar as Member Benefits were granted, these must be returned by the Member. Granted *Friendship Bonuses* must also be returned, if a directly or indirectly recruited Member exercises his rights in accordance with this Clause 6.4.1. Nothing herein shall exclude any statutory implied terms stipulated by any applicable product liability laws insofar as the Vouchers are viewed as a "product".

6.4.2 If a Member is entitled to a right of withdrawal under any applicable distance selling legislations or cooling-off period under any consumer legislations with respect to a Voucher Purchase, the Member is entitled to cancel the Voucher order and to refund such order, in accordance with that legislation.

6.5 Title in the Vouchers shall pass to the Member upon delivery (for paper Vouchers) or successful generation of the voucher codes or electronic form of the Vouchers and the Member shall have full responsibility for the safe custody of the Vouchers. Lyoneess shall assume no liability for a possible unlawful redemption in the event of loss or theft of Vouchers that the Member has collected from Lyoneess, or which the Member has already received by mail or online, unless the Member promptly reported the loss or theft to Lyoneess and Lyoneess neglected to take reasonable measures to prevent unlawful redemption.

6.6 Vouchers that have been paid for in full and sent to the Member by Lyoneess are freely transferable, i.e. the Member may give the Voucher to any other person you choose as a gift. A commercial resale of Vouchers for consideration is however not allowed.

7. Lyoneess Vouchers

7.1 *Lyoness Vouchers* are vouchers issued by Lyoneess itself (and not by the Loyalty Merchants). They can be acquired by Members at www.lyoneess.com in the form of a voucher code and redeemed at www.lyoneess.com for the purchase of Vouchers issued by Loyalty Merchants (BUT not directly for Purchases of goods and services from Loyalty Merchants) and for purchases from Lyoneess of certain goods designated by Lyoneess.

7.2 The minimum order value for a Lyoneess Voucher is AUD 15.00. Lyoneess Vouchers can be acquired with a maximum amount of AUD 1,500.00 per Lyoneess Voucher. The equivalent value of the Lyoneess Voucher corresponds in each case to the amount shown on the Lyoneess Voucher. In the case of partial redemption, the original equivalent value shall be reduced by the respective redemption amount. Lyoneess Vouchers may not be redeemed for cash.

7.3 Purchase of a Lyoneess Voucher per se shall neither generate Member Benefits nor *Friendship Bonuses*; these shall only arise (in accordance with the following Clause 8) when the Member acquires a Voucher issued by a Loyalty Merchant (for goods and services provided by Loyalty Merchants) by redeeming a Lyoneess Voucher at www.lyoneess.com.

7.4 *Lyoness Vouchers* can be transferred, free of charge, to other Members and are thus particularly suited as gift vouchers. A commercial resale of *Lyoness Vouchers* for consideration is however not allowed.

7.5 *Lyoness Vouchers* can only be redeemed by Lyoneess Members whose residential or registered office address (according to the latest records of Lyoneess) is within the area where the currency, in which the Lyoneess Voucher was issued, is officially used.

7.6 Each Lyoneess Voucher is allocated a voucher code which is valid for 3 years. The 3 year term shall commence at the end of the year in which the Lyoneess Voucher was acquired. Following the expiry of the voucher code, the Lyoneess Voucher will lapse and is no longer redeemable.

7.7 Lyoneess Vouchers, once purchased, cannot be cancelled and refunded unless, if any distance selling legislation or legislation specifying any cooling-off period applies, the Vouchers cannot be cancelled and refunded after the expiry of such cooling-off period or withdrawal period. Clause 6.4. shall apply to Vouchers issued by Loyalty Merchants.

7.8 Purchase and use of Lyoneess Vouchers is subject to any additional terms and conditions published by Lyoneess on the Lyoneess website www.lyoneess.com, and as amended by Lyoneess from time to time. The interpretation of such terms and conditions shall be in accordance with the laws and jurisdiction specified therein. If there are conflicts between these GTCs and the published terms and conditions for the use of Lyoneess Vouchers, these GTCs shall prevail.

8. Member Benefits from the Lyoneess Loyalty Program and *friendship bonus*

8.1 By taking part in the Lyoneess Loyalty Program, the Member has the opportunity to receive Member Benefits from Purchases made by the Member which are recorded by Lyoneess in the Lyoneess Loyalty Program. The Member shall, as *Recommender*, further receive the *Friendship Bonus* for Purchases made by first and second level Members recommended by him/her (more details concerning this forthwith in Clause 8.1.3.). The Member Benefits and the *Friendship Bonus* are based on the conditions contractually agreed between Lyoneess and the respective Loyalty Merchants and therefore vary according to different Loyalty Merchants, industry sector and country. Member Benefits include the *Cashback* (described in Clause 8.1.1.) and *Shopping Points* (described in Clause 8.1.2.). The *Friendship Bonus* is described in Clause 8.1.3.

8.1.1 *Cashback*: for Purchases which are recorded by Lyoneess in the Lyoneess Loyalty Program the Member shall receive up to 5 %

Cashback (in some cases, a higher percentage rate may be granted). The percentage *Cashback* rate of the respective Loyalty Merchant shown on www.lyoness.com (Login area) at the time of the making of the Purchase shall be applicable to the Purchase. *Cashback* shall be paid in accordance with Clauses 8.4. to 8.6.

8.1.2 *Shopping Points*: for valid Purchases recorded in the Lyoness Loyalty Program, which are made at participating Loyalty Merchants and qualify for earning Shopping Points, the Member shall be awarded Shopping Points. Shopping Points can be redeemed by the Member to obtain a discount for Purchases made within the framework of special offers specified at www.lyoness.com from time to time. Further details are described in Clause 9.

8.1.3 *Friendship Bonus*: For every valid Purchase made through the Lyoness Loyalty Program with Loyalty Merchants by a Member's **1st Level Members** and **2nd Level Members**, a Member has the opportunity to receive up to 0.5% of the Purchase amount from Lyoness as a Friendship Bonus.

"**1st Level Members**" are "direct Members", namely Members who were directly recommended by the Member in his/her capacity as a *Recommender* (ie those who registered as Members with Lyoness on the recommendation of a Member, and who named the introducing Member as "Recommender").

"**2nd Level Members**" are "indirect Members", namely those Members who were introduced to the Lyoness Loyalty Program by a Member's 1st Level Members.

A *Friendship Bonus* is not granted for other indirect Members beyond the second level. Payments of *Friendship Bonuses* shall take place pursuant to Clauses 8.4. to 8.6.

8.2 As part of the Lyoness Loyalty Program, Lyoness' arrangements with Loyalty Merchants give Lyoness the opportunity to offer special promotions from time to time for the benefit of its Members. Such special promotions (and any governing terms and conditions relating thereto) (for example, the case may be for atypical purchases such as term-dependent mobile telephone contracts), will be published on www.lyoness.com (see following Clause 8.3.), and those additional terms and conditions form part of these GTCs.

8.3 The Member Benefits granted in each case can be accessed in the Loyalty Merchant's detail view at www.lyoness.com. The Member is recommended to regularly inform himself or herself at the Lyoness website concerning the status of the respective conditions offered by the Loyalty Merchants. Lyoness is authorized, subject to a 4-week notice period, to amend the Member Benefits granted by the individual Loyalty Merchants as well as the *Friendship Bonus*, if and insofar as the conditions agreed with the Loyalty Merchants change. The Member's Member Benefit entitlement shall be calculated using those conditions that prevailed at the point in time at which the Purchase was paid for in full.

8.4 The crediting of Member Benefits and of *Friendship Bonuses* takes place only when Purchases made by the Member have been paid for in full and that no further legal rights exist to reverse the Purchase, i.e. in particular an existing withdrawal period / cooling-off period under any applicable distance selling legislation must have expired (the "**Prerequisites**"). If these Prerequisites are met, the Loyalty Merchants shall confirm the Purchase and settle the Purchase with Lyoness. Member Benefits and the *Friendship Bonus* arising from Purchases made and settled with Lyoness by Loyalty Merchants up until Sunday, 23:00 hours Central European Time shall be credited to the Member (**Member Benefits**) and to his/her *Recommender* (if any) and, in turn, to the *Recommender's Recommender* (*Friendship Bonus*) (if any). Lyoness requires Loyalty Merchants to bill at the latest within two months from the time the Prerequisites are fulfilled. If the Member acquired a Loyalty Merchant's Voucher from Lyoness, the Member Benefits as well as the *Friendship Bonus* shall be credited when the Prerequisites are fulfilled.

8.5 Lyoness shall transfer the *Cashback* and *Friendship Bonus* on a weekly basis to the bank account stipulated by the Member when these amount to at least AUD 15.00.

8.6 If the Member makes Purchases from Loyalty Merchants abroad (at stores or online), it can transpire that the *Cashback* or *Friendship Bonus* is shown, to begin with, in the disbursement account in the respective foreign currency. When the Purchase is confirmed by the Loyalty Merchant, the amount shall be automatically converted in the Personal Member Area of the respective Member into the home currency for the Member (the currency in the country/jurisdiction in which the Member is registered) in accordance with the respective European Central Bank reference rate prevailing on the day on which the Loyalty Merchant received the payment. Clause 5.3 remains unaffected, i.e. an entitlement to Member Benefits as well as to a *Friendship Bonus* shall exist only in relation to international purchases via channels (such as for example via Online Shops) which are listed on the Lyoness website for the respective Member.

9. Lyoness Shopping Points

9.1 Members may be credited with a certain number of Shopping Points on Purchases made in the Lyoness Loyalty Program with participating Loyalty Merchants.

9.2 The number of Shopping Points credited, if any, shall depend on the Purchase amount, as well as on the conditions agreed by Lyoness with each participating Loyalty Merchant. The conditions published at www.lyoness.com (Loyalty Merchant's detail view) serves as a basis for calculation of the number of Shopping Points awarded by the respective Loyalty Merchant for each Purchase amount equivalent to AUD 150.00.

9.3 Shopping Points have no fixed nominal value. Their value is rather determined in accordance with the extent of the Member Benefit that is granted upon their redemption with the respective Loyalty Merchant. Lyoness may correct erroneous, invalid points or adjust for reversed or cancelled transactions at any time. Shopping Points cannot be exchanged for cash, or sold to any other person. Members may however transfer Shopping Points to other Members of the Lyoness Loyalty Program as a gift.

- 9.4 Accumulated Shopping Points shall be credited to the Member and a Member can check his/her points balance at any time by accessing the Member's Personal Member Area. If a Member has accrued sufficient points, a Member may redeem points to obtain a discount for Purchases made within the framework of certain special offers published at www.lyoness.com ("**Special Benefits**") from time to time. Shopping Points can only be redeemed in the amount that is predetermined for the respective Purchase.
- 9.5 A Member also has the opportunity to receive Member Benefits and the *Friendship Bonus* for Purchases made by a Member when redeeming Shopping Points. The amount of the Member Benefits and the *Friendship Bonus* shall, in this case, be determined by the Purchase amount that remains following the deduction of the Special Benefits granted in return for the redemption of the Shopping Points.
- 9.6 Shopping Points shall expire after three (3) years. Such three-year limit commences at the end of the calendar year in which the Shopping Points were accrued.

10. Personal Member Area

- 10.1 Lyoness shall provide each Member with a Personal Member Area free of charge at www.lyoness.com (Login area), where, after entering his/her username and password, the Member can, at any time, view the Purchases made by the Member (or by Lyoness Members recommended by the Member) and related Member Benefits and *Friendship Bonuses*. Lyoness shall only assume liability for any non-accessibility of the Lyoness websites and the Login area at www.lyoness.com pursuant to Clause 14.
- 10.2 The access data for the use of the Personal Member Area (user name, password and PIN) are to be kept secure by the Member and to be treated as strictly confidential. Username and password may not under any circumstances be made available to third parties. Personal settings can be changed by the Member at any time at www.lyoness.com (Login area).
- 10.3 The Member undertakes to immediately notify Lyoness any unauthorised use of a Member's online access data or the Personal Member Area. Following the immediate blocking of his/her access, replacement access data shall in turn be subsequently delivered to the Member by SMS, E-Mail or by post. To the maximum extent permitted by law, Lyoness shall only be liable for the damages suffered by the Member through such unauthorised use pursuant to Clause 14.

11. Changing of Recommender

Members who have not made any Purchases from Loyalty Merchants for a time period of 6 months and not acquired any *Lyoness Vouchers* during this period can change their *Recommender* by nominating another Member to Lyoness as *Recommender*, subject to the consent of such nominated Member. In this instance the Members who were directly and indirectly recommended by the Member requesting for a change of *Recommender* (irrespective of level) shall be retained by the original *Recommender* in their original position.

12. Data protection

- 12.1 Lyoness will collect, store and process Member personal information in accordance with our privacy policy. Our privacy policy is available on our website at www.lyoness.com and may be updated by us from time to time.
- 12.2 Lyoness shall, within the framework of the calculation of the *Friendship Bonus*, place the purchase volumes of the first and second level Members recommended by him at the disposal of the *Recommender* (if any). First recommended Members shall, in this context, be identified by name. Additionally their telephone number and email address will be disclosed to the *Recommender*. Second level recommended Members shall only be shown anonymously. The Member can grant his *Recommender* access to further personal data (such as for example his address) via the Personal Member Area. If the Member issues his consent, Lyoness shall also use the data of the Member to provide personalized information about offers and products from Lyoness and Lyoness Loyalty Merchants.
- 12.3 All enquiries regarding access to personal information, amendment and deletion of data can be submitted directly to Lyoness or Lyoness Australia (servicecenter@lyoness.com.au). Further information about what happens to the information you provide to Lyoness, and applicable law, is set out in our Privacy Policy at www.lyoness.com.
- 12.4 Lyoness deploys internationally-recognised security technologies in order to protect the data of its members against unauthorized access. Lyoness shall only be liable for the security of data that is transmitted via the internet pursuant to Clause 14.
- 12.5 **Consent under data protection legislation: The Member hereby agrees – revocable at any time –, that Lyoness can collect personal data concerning a Member's purchasing behaviour (interests and preferences etc.) as part of our routine administration of the Lyoness Loyalty Program and use this information for the design of personalized information, as well as for postal or personal contact for the advertisement of the Lyoness Loyalty Program and Loyalty Merchant offers.**
- 12.6 **The Member can revoke his hereby issued consent with effect for the future at any time in writing or via E-Mail servicecenter@lyoness.com.au. A written withdrawal should be submitted to: Lyoness Australia Pty Limited Suite 2, Level 12, 222 Pitt Street, Sydney, NSW 2000, Australia.**

13. Service disruptions

- 13.1 The scope of services offered by Lyoness is restricted to the operation of the Lyoness Loyalty Program as described in these GTCs.
- 13.2 The rights and obligations related to the Purchases of any goods and services made by Members from Loyalty Merchants are the responsibility of the respective Loyalty Merchant. To the maximum extent permitted by law, Lyoness assumes no warranty or liability in relation to the performance obligations of the applicable Loyalty Merchant regarding a Purchase (especially in the case of non-performance or improper performance by a Loyalty Merchant).

13.3 The Member shall have no claim against Lyoneess to a full or partial reimbursement of the redeemed Voucher amount, to the issuing of a further Voucher, to a cash payment or other remuneration or compensation in the event that the Loyalty Merchant is in breach of its service obligations or as a result of the Loyalty Merchant's acts, omissions or violations of any consumer protection legislations. A Member must pursue these claims against the appropriate Loyalty Merchant.

14. Liability

14.1 To the fullest extent permitted by law, Lyoneess and any of its affiliates, officers, employees or agents is not liable for any loss or claim of any kind (including, without limitation, consequential or economic loss or loss of profits) arising under or in connection with these GTCs, save to the extent that such loss or claim arises from the gross negligence or wilful misconduct of Lyoneess.

14.2 Subject to the following Clause 14.4 and to the maximum extent permitted by law, Lyoneess does not accept any liability whatsoever for the following :

- 14.2.1** disruptions to the availability of the Member's access to the internet,
- 14.2.2** other technical and electronic errors (i) during a data communication via the internet as well as (ii) when using the Lyoneess internet portal, the Lyoneess SMS service and Lyoneess applications for mobile terminals, provided that these errors are beyond Lyoneess' control and are not caused by Lyoneess,
- 14.2.3** technical and electronic errors for which Lyoneess is not responsible, which prevent the recording of Purchases made within the Lyoneess Loyalty Program (in particular any tracking failures and consequent data loss);
- 14.2.4** the non-availability of the mobile phone network or terminals and
- 14.2.5** the malfunction of the Member's mobile terminal.

14.3 Insofar as the liability of Lyoneess is limited or excluded, each limitation or exclusion in favour of Lyoneess shall also be applicable to its parents, subsidiaries, affiliates, agents, the personal liability of their employees, their legal representatives and subcontractors.

14.4 To the maximum extent permitted by law, all express and implied terms, conditions, guarantees or warranties which might otherwise apply to, or arise out of this Agreement, are excluded other than as provided in this Agreement. Nothing in this document is however intended to exclude, modify or restrict the operation of statutory consumer protection warranties or consumer guarantees or any other condition or warranty which may be implied by legislation (including product liability legislation) and cannot be excluded.

15. Costs

15.1 Registration with and participation in the Lyoneess Loyalty Program is free of charge for the Member.

15.2 The Lyoneess *Cashback Card* is free of charge for the Member as part of Membership registration.

15.3 If the Member applies for a *prepaid Lyoneess MasterCard®*, additional charges shall apply.

16. Termination of Agreement by the Member

16.1 The Member is entitled to terminate this Agreement (ie. Terminating his Membership) with Lyoneess at any time and for any reason by giving notice in writing to Lyoneess. The Member is under no obligation to make any Purchases or to recommend any persons as Members at any time.

16.2 Upon termination of the Agreement by the Member, the Member shall only be entitled to those Member Benefits from the Lyoneess Loyalty Program arising from Purchases that have already been made prior to date of termination. In the event of such termination, the Member is no longer eligible to earn Shopping Points and any Shopping Points accrued up to the date of termination will be deleted. Should the Member however terminate the contractual relationship for a reason deemed entirely by Lyoneess in its absolute discretion to be an important reason, the Member may still be able to redeem the accrued Shopping Points within a time period of 8 weeks following termination of Agreement as described in Clause 9.

17. Termination of Agreement by Lyoneess

17.1 Lyoneess may terminate the Agreement with a Member at any time and for any reason, without liability to the Member, by giving the Member 8-week (two months) notice in writing, or in accordance with Clause 17.2 below.

17.2 Lyoneess may also terminate the Agreement with a Member with immediate effect in the following circumstances:

- 17.2.1.1** When the Member does anything which causes or may cause, in Lyoneess' reasonable belief, significant damage to the commercial interests or reputation of Lyoneess or to the respective Loyalty Merchants, or
- 17.2.1.2** When the Member is in breach of Clause 2.4, 2.5, 3.3, or 3.4 of these GTCs, or
- 17.2.1.3** When the Member is in material breach of any other terms under these GTCs or any other contractual terms or provisions or rules by which the Member is bound by virtue of his/her Membership with Lyoneess.

17.3 Notwithstanding termination of Agreement by Lyoneess under Clause 17.2 above, the Member fully indemnifies Lyoneess for all loss and damages suffered by Lyoneess as a result of the Member's acts or breaches of these GTCs, including all costs of attorneys, solicitors, barristers, court fees or any associated legal costs and disbursements.

17.4 Upon termination of the Agreement by Lyoneess, the Member shall only be entitled to those Member Benefits from the Lyoneess

Loyalty Program arising from Purchases that have already been made prior to date of termination.

17.5 Should LyoneSS terminate the Agreement under Clause 17.1, the Member can still redeem his Shopping Points and LyoneSS Vouchers accrued until the date of actual termination within a further period of 8 weeks following the date of termination pursuant to Clause 9. If LyoneSS terminates the Agreement under Clause 17.2, the Member ceases to be entitled to earn Shopping Points and all Shopping Points accrued up until the date of termination will be deleted. In event of such termination, LyoneSS has no liability to the Member for any accrued Shopping Points at the time of termination.

17.6 If this Agreement is terminated, regardless of whether it is terminated by the Member or by LyoneSS, and the Member subsequently re-registers with LyoneSS, then:

17.6.1 If the said re-registration occurs within 6 months following the date of termination of this Agreement, the Member may only re-register under the same Recommender that he has under the Membership which this (terminated) Agreement governs at the time immediately prior to termination, AND

17.6.2 Regardless of the time upon which such re-registration occurs, NO 1st Level Members, 2nd Level Members or any other Members currently recommended by and registered under this Member, or, if this Member is also a Marketer (refer to the Lyconet Agreement for Independent Lyconet Marketer), NO Lifeline registered under this Member with the current (terminated) Membership shall be carried over to the new Membership that he re-registers. Upon termination of this Agreement (ie. current Membership), the Member shall no longer be entitled to any *Friendship Bonus* or any other benefits which have been derived from shopping by his existing recommended Members or Lifeline (including any such benefits arising in accordance with the Lyconet Compensation Plan, if the Member is also a Marketer), even if he later re-registers with LyoneSS.

18. General provisions

18.1 The Member may only assign receivables to which he is entitled from LyoneSS (or all rights resulting from participation in the LyoneSS Loyalty Program) or to use the same as collateral/security upon prior written consent by LyoneSS.

18.2 Participation in the LyoneSS Loyalty Program constitutes merely a contractual relationship and therefore does not establish any relationship between the Member and LyoneSS (including its parents, subsidiaries and affiliates) under any company/corporate/society legislations, including membership of any clubs/societies/associations or "membership" in the sense of being a shareholder/stockholder of LyoneSS, its parents, subsidiaries and affiliates.

18.3 LyoneSS may from time to time negotiate and reach agreements with Members which differ from any of the terms in these GTCs. These individual agreements shall, in any event, prevail over these GTCs to the extent of any inconsistency. A written contract and/or a written confirmation from LyoneSS shall be evidence of such individual agreements. Any agreements purported to have been made orally between LyoneSS and the Member shall not be valid. LyoneSS is also entitled to send the Member contractual declarations and information that is required for the execution of these GTCs or any other individual agreements, by SMS or by E-Mail, provided that the Member does not object to such method of communication.

18.4 These GTCs, together with any additional terms and conditions, guidelines, "Do's and Don'ts", or rules published on the LyoneSS website or otherwise notified in written (on paper or electronically) by LyoneSS which do not explicitly contradict any terms of these GTCs (if any contradiction, these GTCs shall prevail) and the Annex thereto (Dictionary) shall constitute the entire Agreement between LyoneSS and the Member and supersedes any previous agreements, written or oral, between the Parties. The Member hereby declares that he/she is entering into this Agreement voluntarily and has not acted in reliance of any representations of LyoneSS or any other persons.

18.5 Amendments to these GTCs and to other contractual agreements between the Member and LyoneSS, communicated to the Member in written (on paper or electronically), shall be deemed to have been accepted by the Member if the Member does not object within 30 days following receipt of the amendment notification (provided that the notification includes a statement informing the Member of this rule of deemed acceptance).

18.6 Reference to a particular gender in these GTCs include reference to all genders as well as legal entities/persons.

18.7 If any of the contract provisions (or part of any provision) is found to be void or unenforceable, the remaining provisions of this Agreement shall not be affected. The void or unenforceable provision will be replaced by a valid provision and the legal content will be the same as the void provision.

18.8 The Agreement, including these GTCs, is subject to and is construed in accordance with the laws of New South Wales. Both Parties hereby submit themselves to the non-exclusive jurisdiction of the Courts of New South Wales. Application of the United Nations Convention on Contracts for the International Sales of Goods is excluded.

18.9 Registration for and participation in the LyoneSS Loyalty Program is limited to persons aged 16 or above provided that in the case of those individuals under 18 years of age written consent to registration and participation in the LyoneSS Loyalty Program is provided by the Member's parent or legal guardian.

18.10 The Member undertakes that all dues, fees, taxes etc. which arise for the Member through participation in the LyoneSS Loyalty Program, including but not limited to the receipt of Member Benefits (and Shopping Points) are the Member's responsibility and are due and payable by the Member.

18.11 LyoneSS Asia-Pacific may, at any time, assign, subcontract, delegate or transfer in any manner whatsoever its rights or

obligations arising out of or in connection with this document, in whole or in part, on more than one occasion to any of its affiliates without the consent of the Member.

Annex (Dictionary)

In this Agreement, unless the contrary intention appears:

1. a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinate legislation issued under, that legislation or legislative provision;
2. the singular includes the plural and vice versa;
3. a reference to any gender includes all genders;
4. a reference to a recital, clause, schedule, annexure or exhibit is to a recital, clause, schedule, annexure or exhibit of or to these GTCs;
5. a recital, schedule, annexure or description of the Parties forms part of these GTCs;
6. a reference to any agreement or document is to that agreement or document (and, where applicable, any of its provisions), as amended, novated, supplemented or replaced from time to time;
7. where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning;
8. In these GTCs headings are for convenience of reference only and do not affect interpretation;
9. A reference to dollars or "\$" means Australian dollars' and
10. Words and expressions used in the GTCs have the following meaning:

"Cashback" is the Member Benefit described in more detail under Clause 8.1.1.

"Cashback Card" is a plastic or paper card or a virtual card (retrievable via Lyoness mobile App), that serves to record Member Purchases from Loyalty Merchants in the Lyoness Loyalty Program. It is not a means of payment, or credit card.

"Recommender" is the Member, who directly recommended another Member and is named as Recommender during that Member's subsequent registration with Lyoness or the Member who, following the changing of a Recommender, is recorded by Lyoness as the Recommender for the respective Member.

"Friendship Bonus" is a bonus described in detail under Clause 8.1.3, which the Member has the opportunity to receive for Purchases made by first level Members (Members recruited by him) and second level Members (Members recruited by his first level Members) in the Lyoness Loyalty Program.

"Friendship flyer" is the document, which must be forwarded to Lyoness, completed and signed, in the case of an offline registration, in order to submit a valid application to Lyoness for Lyoness Membership.

"Vouchers" are Original Vouchers and/or Gift Cards and electronic vouchers (voucher codes) issued by the Loyalty Merchants described in detail in Clause 6.1.

"Lyoness Vouchers" are vouchers issued by Lyoness. They can be acquired by Members at www.lyoness.com and redeemed at www.lyoness.com for the purchase of Loyalty Merchant Vouchers (not though directly for Purchases of goods and services from Loyalty Merchants) as well as certain goods designated by Lyoness. A detailed description is given under Clause 7.

"Prepaid Lyoness MasterCard®" is a payment card with Cashback Card function that is provided in cooperation with a payment card service provider (prepaid debit card).

"Lifeline" of a Member consists of all Members who are registered under him as a Recommender and all other Members who register under such Members as Recommenders.

"Lyconet Agreement" means the "Lyconet Agreement for Independent Lyconet Marketer" into which a Member must enter with Lyoness (in the name of "Lyconet") in order to become a Marketer and enjoy benefits under the Lyconet Compensation Plan (outside the scope of these GTCs).

"Lyconet Compensation Plan" means a plan which prescribes certain benefits which a Member may enjoy upon becoming a Marketer (outside the scope of these GTCs).

"Lyoness Loyalty Program" is the purchasing association developed by Lyoness, within the framework of which, Members receive Member Benefits when they purchase goods and services from Loyalty Merchants and a Friendship Bonus for Purchases made by first and second level Members in the Lyoness Loyalty Program.

"Marketer" means a person who is a Member and who also has accepted the Lyconet Agreement for Independent Lyconet Marketer upon approval by Lyoness in the name of "Lyconet" (outside the scope of these GTCs).

"*Member*" (plural "*Members*") means a person who is a member of the Lyonesse Loyalty Program, following acceptance by Lyonesse of the person's application for membership in accordance with these GTCs (and such contractual relationship has not been terminated)

"*Membership ID*" or "*Member ID*" is a unique number which is allocated by Lyonesse upon acceptance by Lyonesse of a person's application for membership of the Lyonesse Loyalty Program. The Member ID is used to identify the Member when participating in the Lyonesse Loyalty Program (including for the recordal of Purchases made with Loyalty Merchants).

"*Member Benefits*" are all benefits which the Member has the opportunity to receive through the making of Purchases from Loyalty Merchants in the Lyonesse Loyalty Program. Specifically, Member Benefits consist of Cashback and, if applicable, Shopping Points.

"*Personal Member Area*" is a log-in area of the respective Member on the Lyonesse website that is described in detail under Clause 10.

"*Online Shops*" are online retailers which are in a contractual relationship with Lyonesse and from which Members have the opportunity to receive Member Benefits through the Purchase of goods and services from them, subject to the preconditions described under Clause 5, and Friendship Bonus for Purchases made by the Member's first and second level Members in the Lyonesse Loyalty Program.

"*Open Registration*" means registration as a Lyonesse Member without a *Recommender* in accordance with Clause 2.3 of these GTCs.

"*Loyalty Merchants*" are companies which are in a contractual relationship with Lyonesse, and from which Members have the opportunity to receive Member Benefits through the purchase of goods and services from them and Friendship Bonus for Purchases made by the Member's first and second level Members in the Lyonesse Loyalty Program.

"*Shopping Points*" are a type of Member Benefit described in detail under Clause 9.