



## SHOPFAREAST TERMS & CONDITIONS

### 1. INTRODUCTION

- 1.1. This document shall be known as the shopFarEast Rewards Programme Terms and Conditions.
- 1.2. This document sets out the Terms and Conditions of the shopFarEast Rewards Programme offered by us.
- 1.3. These Terms and Conditions will apply to you (the Member) on and from the date you sign up as a Member of the shopFarEast Rewards Programme. You must read these Terms and Conditions carefully before you participate in the shopFarEast Rewards Programme. These Terms and Conditions contain important information, including exclusion of liability.
- 1.4. By signing up to the shopFarEast Rewards Programme, you shall be deemed to have read, understood, and accepted these Terms and Conditions. These Terms and Conditions shall also apply in relation to any Personal Data provided by you to us in connection with the shopFarEast Rewards Programme.

### 2. DEFINITIONS

In these Terms & Conditions:

**Account** means your account maintained by us stating the number of SFE\$ accumulated by you.

**Dollar** or **S\$** or **\$** means Singapore dollars.

**Eligible Transaction** is a transaction where you obtain a Receipt for a General Purchase or a Supermarket Purchase and excludes Ineligible Transactions.

**Far East Organization Property** means any property in any country developed, operated, managed and/or owned by any company or entity comprised in the Far East Organization stable of companies.

**Far East Organization stable of companies** means each and every company and/or entity in which the estate of the late Mr. Ng Teng Fong and/or Madam Tan Kim Choo and/or the children and/or grandchildren and/or future descendants or issues of the late Mr. Ng Teng Fong and/or any trust (discretionary or otherwise) where the majority of the beneficiaries of such trust comprise any of

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the aforesaid persons (directly and/or indirectly) hold (in aggregate) more than 50 per cent of the issued share capital and/or interest.

**Far East Malls Vouchers** means the vouchers or e-vouchers issued by us that form part of the shopFarEast Rewards Programme, as determined by us from time to time.

**General Purchase** means a purchase of goods and/or services from Qualified Retailers but excludes Supermarket Purchases and Ineligible Transactions.

**GST** has the same meaning as 'Goods and Services Tax' as in the *Goods and Services Tax Act*.

**Ineligible Transactions** means any of the following purchases of goods or services from a Mall:

- Money currency exchange at a money changer, bank, automatic teller machine or financial service institution;
- Purchase of retailers' vouchers or e-vouchers, and/or Far East Malls e-vouchers. SFE\$ will be earned upon utilisation of Far East Malls e-Vouchers;
- Purchase of retailers' stored value cards/tenant vouchers/tenant gift certificates. SFE\$ will be earned upon utilisation of these stored value cards/tenant vouchers/tenant gift certificates unless otherwise stated;
- Deposit payment. SFE\$ will be earned upon utilisation of deposit value;
- Cashcard top-up receipts;
- AXS/SAM/POPStation payments and bill payments;
- Online purchases or any online spend;
- Any purchases or spend made at pushcart, atrium events or pop-up stores (by non-Mall retailers);
- Goods and/or services from a non-profit organisation or financial institution (including but not limited to banks and government institutions); and payment(s) made at offices, duplicated receipts, NETS/debit/credit card transaction/charge slips.
- Third-party loyalty programs

**Mall(s)** means shopping malls participating in the shopFarEast Rewards Programme as determined by us from time to time at our absolute discretion. Without prejudice to the foregoing, the current shopping malls participating in the shopFarEast Rewards Programme are 23 Ann Siang, 725 North Bridge, Bijou, Burnfoot Terrace, Chancery Court, Clarke Quay Central, Far East Square, Greenwich V, HillV2, Hougang 1, Icon Village, Junction 10, Katong V, Lucky Chinatown, Mess Hall at Sentosa, Oasia Hotel Novena (retail), One Holland Village, Orchard Central, Pacific Plaza, Parksuites, Riverside Point, SBF Centre, Siglap Centre, Square 2, The Clift, West Coast Plaza and Woods Square.

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**Marcom Activities** means marketing, promotional and communication activities regarding products, services, offers, promotions, activities and/or events marketed, promoted, advertised and/or made available by any entity comprised in the Far East Organization stable of companies and/or its business partners, including in relation to

- i. the shopFarEast Rewards Programme;
- ii. any entity comprised in the Far East Organization stable of companies; and/or
- iii. any Far East Organization Property.

**Member** means a member of the shopFarEast Rewards Programme who has signed on as a member to, and participates in, the shopFarEast Rewards Programme in accordance with these Terms and Conditions which the Member shall be deemed to have accepted and agreed to by continuing to participate in the shopFarEast Rewards Programme or by accessing the shopFarEast Mobile Application at any time.

**Membership** means membership to the shopFarEast Rewards Programme.

**Membership Identity or Membership ID** means your registered Singapore mobile number which is officially registered with the shopFarEast Rewards Programme which shall serve as the unique identifier for your Account with the shopFarEast Rewards Programme.

**Personal Data** means data, whether true or not, about an individual who can be identified from that data or from that data and other information to which we have or are likely to have access.

**Programme Promotions** means promotions, events and/or activities for or in relation to Members, the recruitment of Members and/or otherwise involving the gift, award or redemption of the SFE\$, which are conducted from time to time by us, any other entity comprised in the Far East Organization stable of companies, our agents, our marketing partners, our business partners and/or our authorised service providers;

**Programme Website** means the website(s) or part thereof created by us in connection with the shopFarEast Rewards Programme, as may be modified from time to time at our absolute discretion.

**Promotions** means promotions, contests, competitions, lucky draws, games, events and/or activities.

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**Qualified Retailers** means retailers in the Malls that are not excluded from the shopFarEast Rewards Programme, as determined by us in our sole discretion.

**Qualified Retailers Vouchers** means the vouchers or e-vouchers issued by Qualified Retailers that may be distributed via the shopFarEast Rewards Programme, as determined by us from time to time.

**Receipt** means an original receipt showing a minimum spend of not less than S\$10 in a single receipt at a Qualified Retailer and which contains the following details (for the avoidance of doubt NETS/debit/credit card transaction/charge slips and other similar charge slips will not be considered an original receipt and will not be accepted by us):

- i. Mall name
- ii. Shop name and unit number
- iii. Serially printed tax invoice/ receipt number
- iv. Transaction date
- v. Nett amount paid (minimum of \$10.00)

**Redemption** means the redemption of SFE\$ by you for Rewards.

**Rewards** means the vouchers, e-vouchers, goods and/or services redeemable by you in exchange for your SFE\$.

**SFE\$** means the shopFarEast Rewards points earned by you subject to these Terms and Conditions.

**SFE\$** means:

- i. 1 SFE\$ per \$1 spent on a General Purchase; and
- ii. 1 SFE\$ per \$3 spent on a Supermarket Purchase,

calculated on the nett amount (inclusive of GST and excluding discounts and/or redemption of points) spent and are rounded down to the nearest dollar, as varied from time to time by us.

**shopFarEast Mobile Application** means the shopFarEast smartphone application for Apple iOS and Android platforms developed by us.

**shopFarEast Rewards Programme** means the programme operated and managed by us by which Members may earn SFE\$, subject to these Terms and Conditions.

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**Supermarket Purchase** means a purchase of goods from a supermarket at a Mall but excludes Ineligible Transactions.

**Terms and Conditions** mean these terms and conditions governing your Membership as amended or supplemented by us from time to time.

**We, us or our** is a reference to Riverhub Pte Ltd or such other company or entity within the Far East Organization stable of companies which may be managing the shopFarEast Rewards Programme from time to time, as may be determined by us from time to time.

**You, your or yourself** is a reference to the Member.

### 3. ELIGIBILITY & MEMBERSHIP

- 3.1. Subject to our sole discretion, eligible persons may obtain Membership by fulfilling the following criteria:
  - 3.1.1. self-sign up as a Member of the shopFarEast Rewards Programme via the shopFarEast Mobile Application available for download on the Apple App Store or Google Play Store; or by such other means as determined by us from time to time at our absolute discretion;
  - 3.1.2. being at least 16 years old on the date that you sign up for the shopFarEast Rewards Programme;
  - 3.1.3. and having read, understood, and agreed to and accepted these Terms and Conditions.
- 3.2. Each Member is only allowed to maintain one Membership account.
- 3.3. SFE\$ will not be awarded until these Terms and Conditions become legally binding on you.
- 3.4. As a condition of your membership and participation in the shopFarEast Rewards Programme, you are required to provide us with current, accurate, truthful and complete information about yourself during the application and registration process and to keep your records with us current and up-to-date. You agree that you shall be solely responsible for all consequences of providing any inaccurate, incomplete and/or insufficient information. If we determine or have reason to believe that the information which you have provided to us is not current, is inaccurate, or is incomplete in any way or that you have provided us with false



or misleading registration information, we reserve the right to either suspend or terminate your Membership at our absolute discretion.

3.5. We may amend these Terms and Conditions from time to time at our absolute discretion upon posting the amended version at the Programme Website. By your continued participation in the shopFarEast Rewards Programme and/or by accessing the shopFarEast Mobile Application at any time, you agree to be bound by these Terms and Conditions as may be amended by us from time to time at our absolute discretion.

#### 4. **SFE\$ (shopFarEast Rewards Points)**

4.1. Subject to these Terms and Conditions, you may earn SFE\$ on each Eligible Transaction by spending at Qualified Retailers in Participating Malls.

4.2. A Member may earn up to a maximum of 2,000 SFE\$ on a daily basis, regardless of the total amount spent across all Qualified Retailers.

4.3. Subject to Clause 4.2, a Member may submit and earn SFE\$ on a maximum of two (2) Receipts from each Qualified Retailer for same-day purchases made in such Qualified Retailer each day. In the event the Member submits more than two (2) same-day Receipts from the same Qualified Retailer, the same-day Receipts will be processed for approval and only the first two (2) same-day Receipts which have been approved will be eligible for SFE\$ accrual. For the avoidance of doubt, the same-day Receipts may not be approved in the same order that the same-day Receipts were submitted by the Member and SFE\$ may not be awarded based on the two (2) highest valued same-day Receipts. SFE\$ shall not be awarded for Receipts submitted above the allowable daily quota.

4.4. To be eligible to earn SFE\$ for an Eligible Transaction, you must be a registered Member at the point of purchase and submit your Receipt to us no later than 24 hours following your purchase via at least one of the following methods:

4.4.1. upload a digital copy of your Receipt via the shopFarEast Mobile Application; or

4.4.2. by such other means as determined by us from time to time at our absolute discretion.

4.5. The criteria for Eligible Transactions and the number of SFE\$ that can be earned for Eligible Transactions shall be determined by us at our absolute discretion and may vary as between Malls and as between Qualified Retailers in the Malls.

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- 4.6. SFE\$ will:
  - 4.6.1. not be credited into your Account until your Receipt is determined by us to be valid. We may reject any Receipt as being invalid at our absolute discretion, and any such decisions by us shall be deemed for all purposes to be final, conclusive, and binding upon you; and
  - 4.6.2. if determined to be valid by us, will be allocated to your Account.
- 4.7. We may cancel and/or delete and/or otherwise deduct SFE\$ that have already been credited into your Account at our absolute discretion, including under the following circumstances:
  - 4.7.1. SFE\$ claimed in breach of any of these Terms and Conditions;
  - 4.7.2. SFE\$ suspected to be fraudulently obtained;
  - 4.7.3. SFE\$ erroneously awarded due to system or computer glitches or any other reasons or errors or omissions;
  - 4.7.4. SFE\$ earned through any Ineligible Transaction, such as, but not limited to, those that have been cancelled, terminated, suspended, voided or refunded; and/or
  - 4.7.5. SFE\$ that have been credited to your Account which relate to an Eligible Transaction that has been cancelled, reversed, or which relate to a refunded amount and/or duplicated receipt(s).
- 4.8. We may delay crediting SFE\$ into your Account until we have verified to our satisfaction that:
  - 4.8.1. the SFE\$ were not claimed in breach of any of these Terms and Conditions;
  - 4.8.2. the SFE\$ were not fraudulently obtained;
  - 4.8.3. the SFE\$ were not erroneously awarded due to system or computer glitches or any other reasons or errors or omissions;
  - 4.8.4. the SFE\$ were not earned through any Ineligible Transaction, such as, but not limited to, those that has been cancelled, terminated, suspended, voided, or refunded; and
  - 4.8.5. the shopFarEast Reward Points that are claimed do not relate to an Eligible Transaction that has been cancelled, reversed, or which relate to a refunded amount and/or duplicated receipt(s).
- 4.9. SFE\$ accrued in your Account remain our property. SFE\$ do not entitle a Member to a vested right or interest and have no cash value. SFE\$ are not redeemable for cash and are not transferable or assignable for any reason or any purpose. SFE\$ are also not transferable between Accounts. The sale, auction (including online auction), barter, transfer or

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assignment of any accumulated SFE\$ is strictly prohibited, and any SFE\$ which we deem at our absolute discretion to have been transferred, sold, auctioned, bartered or assigned in violation of these Terms and Conditions may be confiscated, deleted, removed, forfeited and/or cancelled.

4.10. SFE\$ in your Account are voided and cancelled upon cancellation or termination or expiry of your Membership, howsoever caused. For the avoidance of doubt, you shall not be entitled to any compensation whatsoever in respect of any SFE\$ which are voided or cancelled. There shall be no compensation, encashment, or refund whatsoever for unused SFE\$. Further, for the avoidance of doubt, SFE\$ which are voided, cancelled, forfeited, or deleted will not be accepted in exchange for any Rewards or other rewards whatsoever.

4.11. You may check the amount of SFE\$ that you have via the shopFarEast Mobile Application or via such other means as may be determined by us from time to time at our absolute discretion.

4.12. To be eligible to earn SFE\$ for an Eligible Transaction, you must submit your Receipt in accordance with clause 4.4 above. If you submit a Receipt for transactions made by persons other than yourself, you must produce immediately on our demand, evidence to our satisfaction that such Receipts were obtained by you through legitimate means.

If a Member is found to have submitted Receipts other than for their own purchases and fails to produce evidence to our satisfaction that such Receipts were obtained through legitimate means, or such Receipts are found to be falsified or tempered with, we reserve the right to cancel and/or delete and/or otherwise deduct SFE\$ that have already been credited into your Account or terminate your Membership at our absolute discretion.

## 5. SFE\$ VALIDITY

5.1. All SFE\$ earned in a calendar year will expire on 31 December of that year. However, shoppers are given till 30 June of the following year (Grace period) to redeem their shopFarEast dollars (SFE\$).

5.2. All unredeemed and/or unused SFE\$ as at 11.59 pm on 30 June of the following calendar year in which those SFE\$ were credited will be forfeited and there will be no compensation, encashment or refund whatsoever for unredeemed and/or unused and/or expired SFE\$.



- 5.3. We may without liability and from time to time, amend the validity and/or grace period of any of the SFE\$ at our absolute discretion with or without notice to you.

## 6. REDEMPTION

- 6.1. Subject to these Terms and Conditions, Members can, during the relevant SFE\$' validity period, accumulate SFE\$ and redeem them for such Rewards on the shopFarEast App as may be determined by us from time to time at our absolute discretion.
- 6.2. Redemption may only be made upon the verification of your Membership Identity to our satisfaction (which may include you proving to us that the Singapore mobile number that is officially registered in our records in relation to the shopFarEast Rewards Programme belongs to you) and in accordance with these Terms and Conditions.
- 6.3. Rewards items in the form of e-vouchers are subject to the terms and conditions stipulated on the e-Voucher and/or as may be stipulated by or on behalf of us on any other media or medium (including in the shopFarEast Mobile Application) in relation to the e-Vouchers (such as the terms and conditions relating to electronic vouchers on the shopFarEast Mobile Application) and may be valid for use at the Qualified Retailers or other retailers if so determined by us at our absolute discretion from time to time.
- 6.4. The list, type and nature of Rewards and the number of SFE\$ required for the Redemption of the respective Rewards shall be determined by us at our absolute discretion. For the avoidance of doubt, we may from time to time amend the number of SFE\$ required for Redemption of Rewards and the list and type of Rewards may be varied and/or substituted by us from time to time, without notice to you.
- 6.5. Rewards are offered subject to availability and/or while stocks last. No reservations for the Rewards are allowed or will be entertained.
- 6.6. Once a Redemption request is submitted, it cannot be amended, cancelled, or withdrawn.
- 6.7. Unused e-Vouchers after the expiry date shown on the e-Voucher shall be deemed null and void and will not be replaced. For the avoidance of doubt, there will not be any reinstatement of SFE\$ for lost, damaged and/or expired e-Vouchers. No request for extension of the validity period of any e-Vouchers will be entertained.
- 6.8. Upon redemption of Rewards, the Member's SFE\$ recorded in his/her Account will be debited and reduced by the corresponding number of SFE\$.

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6.9. To the maximum extent permitted under applicable law, we do not make any warranty or representation on any product or service or item offered as Rewards and do not accept any liability whatsoever in respect of any such Rewards.

6.9.1. Any dispute arising from or relating to the goods or services (including as to the quality or quantity of the goods or services) received as Rewards shall be settled between you and the supplier of the Rewards. We shall not be liable for any claim whatsoever arising from or relating to the Rewards and/or the Redemption process.

6.9.2. After Redemption, Rewards may not be exchanged for cash and/or SFE\$ and/or any other Reward or item whatsoever. Refunds for and/or replacements of Rewards will not be entertained.

## **7. PURCHASE OF FAR EAST MALLS E-VOUCHERS VIA SHOPFAREAST MOBILE APPLICATION**

7.1. Member may purchase Far East Malls e-Vouchers in the denomination of \$5, \$10 or \$50 in the shopFarEast mobile application and make payment via PayNow supporting application.

7.2. e-Vouchers will only be issued to member's e-wallet once payment is confirmed. Push notification will be sent to member's e-wallet once payment is made and e-voucher is issued.

7.3. e-Vouchers will be valid for 1 year after the date of purchase, or otherwise stated in the e-vouchers Terms & Conditions. No extension will be allowed.

7.4. e-Vouchers cannot be refunded or exchanged for SFE\$ or cash.

## **8. CHANGE OF PERSONAL PARTICULARS**

8.1. You must promptly update us of any change in your personal particulars (including but not limited to a change in your home address, email address, and contact numbers) by filling in this [form](#) and email it to [retaildpo@fareast.com.sg](mailto:retaildpo@fareast.com.sg).

## **9. PERSONAL DATA**

9.1. It is a continuing condition of your Membership as well as your access to and use of the Programme Website and/or shopFarEast Mobile Application that you consent to the collection, use, disclosure and/or processing of your information, including your Personal Data, by us and all other persons and entities involved in the shopFarEast Rewards Programme in relation to and/or for the purposes of the shopFarEast Rewards Programme

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("shopFarEast Purposes"). Examples of your Personal Data which may be so collected, used, disclosed and/or processed for the shopFarEast Purposes include the following:

9.1.1. your name, your contact details (including telephone number, mobile number and email address), your address, transaction details, images of Receipts and any other information relating to you which you have provided to us or any of our agents, business partners and/or authorised service providers in any forms you may have submitted to us or any of our agents, business partners and/or authorised service providers, or in other forms of interaction with you;

9.1.2. information about your usage of and interaction with the products and services under the shopFarEast Rewards Programme, the Programme Website, and/or the shopFarEast Mobile Application, including computer and connection information, device capability, bandwidth, statistics on page views, cookies, IP addresses, Membership details and traffic to and from the Programme Website and/or the shopFarEast Mobile Application; and

9.1.3. photographs or audio-video or other recordings of you taken or made in connection with Programme Promotions.

9.2. In particular but without limiting the generality of Clause 8.1, you consent to us and all other persons and entities involved in the shopFarEast Rewards Programme collecting, using, disclosing and/or processing your Personal Data for the following purposes in connection with and/or for the purposes of the shopFarEast Rewards Programme:

9.2.1. verifying your identity for the purposes of processing your Membership application and maintaining and servicing your Account and Membership for the shopFarEast Rewards Programme;

9.2.2. administering and managing the shopFarEast Rewards Programme, your Account, and your transactions and interactions with us in connection therewith, and processing your SFE\$ accruals and Redemptions;

9.2.3. responding to your queries, requests, feedback and complaints;

9.2.4. sending you notifications as well as marketing and promotional messages under and in relation to the shopFarEast Rewards Programme (including via voice calls, SMS, MMS, fax or other modes of communication using any of your telephone numbers or mobile numbers which any entity comprised in the Far East Organization stable of

companies may have in its records from time to time), such as information, updates, advertisements, promotions (including without limitation discounts and special offers) and other communications in connection with :

- 9.2.4.1. products, services, offers promotions and events offered by us, any company or entity comprised in the Far East Organization stable of companies, our business partners, our marketing partners and/or third parties; and
- 9.2.4.2. programmes, events or activities conducted at any Far East Organization Property or by us, any entity comprised in Far East Organization stable of companies, our business partners, our marketing partners and/or third parties;
- 9.2.5. conducting interviews (including but not limited to customer engagement interviews), surveys (including but not limited to customer engagement surveys) and/or consumer or market related research so that we may enhance or improve our products and services offerings which may be of relevance to you or for or in connection with customer engagement purposes;
- 9.2.6. contacting you to carry out market research and/or surveys;
- 9.2.7. conducting market research and/or analysis, carrying out surveys, improving customer service, managing and enhancing the products and/or services of the Far East Organization stable of companies and for their use in the development of new products and/or services;
- 9.2.8. conducting market or consumer research and improving customer service (e.g conducting market or consumer research or surveys; managing and enhancing the products and services of the Far East Organization stable of companies);
- 9.2.9. carrying out profiling and statistical analysis to improve or enhance products and/or services provided to you;
- 9.2.10. informing you of changes and development to shopFarEast Rewards Programme and/or our policies, terms and conditions and other administrative information, including for the purposes of servicing you in relation to products and services offered to you;

- 9.2.11. administering and conducting Programme Promotions, including announcing the results of Programme Promotions, identifying and contacting the winners of the Programme Promotions, and publicising and conducting marketing or marketing activities in relation to Programme Promotions;
- 9.2.12. where you participate in Programme Promotions, collecting, using and disclosing the photographs, videos or audio-videos or other recordings of you taken or made in connection with Programme Promotions amongst the entities comprised in the Far East Organization stable of companies and to agents, marketing partners, business partners and/or authorised service providers of the entities comprised in the Far East Organization stable of companies, for use in any publicity and/or advertising campaigns related to Programme Promotions across all media, including printed publications, presentations, promotional materials or websites of the entities comprised in the Far East Organization stable of companies, in their original or edited format which any of the aforesaid persons deems appropriate. You further agree and acknowledge that the copyright and all other intellectual property rights in and to all photographs or audio-video or other recordings of you taken or made in connection with Programme Promotions shall vest solely and absolutely in the Far East Organization stable of companies without any compensation to you;
- 9.2.13. managing the infrastructure and business operations of the Far East Organization stable of companies in relation to the shopFarEast Rewards Programme and complying with internal policies and procedures;
- 9.2.14. facilitating business asset transactions (which may extend to any merger, acquisition or asset sale) involving any entity within the Far East Organization stable of companies that is managing the shopFarEast Rewards Programme;
- 9.2.15. matching any Personal Data which relates to you for any of the purposes listed herein;
- 9.2.16. preventing, detecting and investigating crime, including fraud and money-laundering, and analyzing and managing other commercial risks;
- 9.2.17. protecting and enforcing our contractual and legal rights and obligations;

- 9.2.18. compliance with any applicable rules, laws and regulations, codes of practice or guidelines or to assist in law enforcement and investigations by relevant authorities; and
- 9.2.19. processing your Personal Data for purposes which are reasonably related to any of the purposes stated above, including disclosure to and processing by any of our marketing partners and/or authorised service providers.

For the avoidance of doubt, all the purposes set out in Clauses 9.2.1 to 9.2.19 form part of the shopFarEast Purposes.

- 9.3. In addition to Clauses 9.1 and 9.2, you agree to the collection, use, disclosure and/or processing of your Personal Data by us, our agents, our marketing partners, our business partners, our authorised service providers and/or any entity comprised in the Far East Organization stable of companies for the following purposes:
  - 9.3.1. communicating and providing services, products, events and benefits to you, including promotions, offers, advertisements offered by any entity comprised in the Far East Organization stable of companies and/or any Far East Organization Property, and any promotions, programmes, events or activities conducted at any Far East Organization Property or in relation to any entity comprised in the Far East Organization stable of companies;
  - 9.3.2. matching your Personal Data with other data collected for other purposes and from other sources (including third parties) in connection with the provision or offering of products and services, whether by us, any other entity comprised in the Far East Organization stable of companies, or any third party;
  - 9.3.3. administering and conducting Promotions for or in relation to any entity comprised in the Far East Organization stable of companies and/or any Far East Organization Property, including, announcing the results of these Promotions, identifying and contacting the winners, and publicising and conducting marketing related to these Promotions;
  - 9.3.4. where you participate in Promotions, collecting, using and disclosing the photographs, videos or audio-videos or other recordings of you taken or made in connection with Promotions amongst the entities comprised in the Far East Organization stable of companies and to agents, marketing partners, business

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partners and/or authorised service providers of the entities comprised in the Far East Organization stable of companies, for use in any publicity and/or advertising campaigns related to Promotions across all media, including printed publications, presentations, promotional materials or websites of the entities comprised in the Far East Organization stable of companies, in their original or edited format which any of the aforesaid persons deems appropriate. You further agree and acknowledge that the copyright and all other intellectual property rights in and to all photographs or audio-video or other recordings of you taken or made in connection with Promotions shall vest solely and absolutely in the Far East Organization stable of companies without any compensation to you;

- 9.3.5. sending you details of products, services, special offers and rewards which are sent to customers of any entity comprised in the Far East Organization stable of companies and/or of any Far East Organization Property, and/or sending you details of particular products and services, promotions and/or events which may be of interest to you;
- 9.3.6. contacting you to carry out market research and/or surveys;
- 9.3.7. conducting market research and/or analysis, carrying out surveys, improving customer service, managing and enhancing the products and/or services of the Far East Organization stable of companies and for their use in the development of new products and/or services;
- 9.3.8. conducting customer/consumer and market related research and customer engagement and other surveys and/or interviews, to understand and determine customer preferences and demographics for any entity comprised in the Far East Organization stable of companies and to review, develop and/or improve or enhance products, services and Marcom Activities (including special offers and/or marketing programmes) and/or for customer engagement purposes;
- 9.3.9. conducting market or consumer research and improving customer service (e.g conducting market or consumer research or surveys; managing and enhancing the products and services of the Far East Organization stable of companies); and
- 9.3.10. informing you via mail, email, SMS, MMS, fax, voice calls and all other means of communication (including via all and any of your Singapore telephone numbers

and/or mobile numbers which any entity comprised in the Far East Organization stable of companies may have in its records from time to time) about and/or in relation to Marcom Activities.

- 9.3.10.1. Whilst we will take reasonable steps to accurately record your Personal Data, we require that you provide accurate and complete Personal Data and update such Personal Data with us from time to time.
- 9.3.10.2. If you wish to withdraw your consent to any use of your Personal Data as set out herein, or if you have any questions relating to your Personal Data, or if you would like to obtain access and make corrections to your Personal Data records, please contact our designated Data Protection Officer by email at the following email address:  
retaildpo@fareast.com.sg.
- 9.3.10.3. You acknowledge that if you choose to withdraw your consent for the collection, use, disclosure and/or processing of your Personal Data for shopFarEast Purposes, we may not be able to continue providing you with the products, services, promotions or benefits under the shopFarEast Rewards Programme or otherwise administer your Account. In such an event, we shall have the right to terminate your Membership. Such right shall be without prejudice to our rights and remedies against you in respect of any loss or damages arising from or in connection with such termination.
- 9.3.10.4. You agree that your consents granted herein do not supersede or replace any other consents which you may have previously granted to any entity comprised in the Far East Organization stable of companies in respect of your Personal Data, and are additional to any rights which any entity comprised in the Far East Organization stable of companies may have at law to collect, use, disclose and/or process your Personal Data. You also agree that any withdrawal of your consents in accordance with these Terms and Conditions will not affect any other consents which you may have provided to any entity comprised in the Far East Organization stable of companies in respect of your Personal Data and/or the use of



your Singapore telephone number(s) or mobile number(s) for receiving marketing or promotional information or other advertising or messages.

9.3.10.5. We may at our absolute discretion from time to time share aggregated, non-personally-identifiable information with third parties, such as advertisers, our marketing partners and/or our business partners, for use in marketing, promotional or other activities.

9.3.10.6. You acknowledge that in the course of the collection, use, processing and disclosure described above, relevant personal data may be transferred outside of Singapore.

## 10. MEMBER DATA

10.1. For the purposes of managing or administering the shopFarEast Rewards Programme, we reserve all rights to request for any further information from the Member at any time during the Membership.

10.2. We may at any time require acceptable proof in relation to any change of details of Member's data, including Personal Data and any other personal particulars of the Member.

10.3. Each Membership may only be used by the Member to whom the Membership has been granted by us and the Member hereby agrees and undertakes to provide us and the Qualified Retailers with proof of his/her Membership Identity on request.

## 11. TERMINATION

11.1. We may, at our absolute discretion and without any liability whatsoever, immediately change, terminate, bar, suspend or cancel the Membership and/or terminate any contract formed out of these Terms and Conditions or any other terms and conditions between the Member and us and/or any and all terms and conditions in connection with the shopFarEast Rewards Programme and/or impose additional terms and conditions on the usage of any Membership at any time with or without prior notice or cause.

11.2. If the Membership is suspended or terminated, or if the Member is barred from participating in the shopFarEast Rewards Programme for whatever reason, we shall not be



liable to the Member for whatever losses, damages, claims, costs and/or expenses that may arise out of or in connection with the suspension, termination or barring.

- 11.3. Notwithstanding and without prejudice to the other terms of these Terms and Conditions, we shall be fully entitled at any time at our absolute discretion without liability to you, without notice and without giving any reason, to:
  - 11.3.1. suspend or terminate your Membership entirely whether or not you are in breach of any of these Terms and Conditions; and/or
  - 11.3.2. refuse to allow you to participate, or bar you from participating, in the shopFarEast Rewards Programme; and/or
  - 11.3.3. introduce, amend, restrict, suspend or terminate all or any of the benefits, services, rewards, facilities and privileges in respect of or in connection with your Membership.
  - 11.3.4. You may terminate your participation in the shopFarEast Rewards Programme at any time by submitting the Account Deletion request form via the shopFarEast App under 'Account> My Profile > Delete My Account'.
- 11.4. After successful deletion of your account, shopFarEast will continue to hold transactional information for audit purposes and financial reporting. You will cease to earn SFE\$, and all SFE\$ allocated to your Account shall immediately be voided and cancelled. For the avoidance of doubt, you agree that you will cease to be able to exchange or convert any of the SFE\$ in or allocated to your Account upon any termination of your Account and/or Membership and/or any termination of your participation in the shopFarEast Rewards Programme.
- 11.5. If you terminate your Membership at any time and for any reason, the remaining SFE\$ in your Account will be cancelled, forfeited and deleted and shall no longer be available for use by you. Upon such termination, your Rewards Membership Account shall cease to be valid with immediate effect and the Member shall also immediately cease to be entitled to any benefits or privileges under the shopFarEast Rewards Programme.

## **12. EXCLUSION OF LIABILITY AND INDEMNITY**

- 12.1. Notwithstanding any other terms or conditions in these Terms and Conditions, we shall not be liable to you for any loss, damage, inconvenience, moral distress, cost and expense of

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any nature (including, without limitation for any act, omission, neglect or wilful default on the part of our agents, contractors, service providers, correspondents and/or their respective directors, officers and employees) which in any way may be suffered or incurred by you or by any other person or entity in respect of or in connection with the shopFarEast Rewards Programme, including without limitation, your Account, Membership, SFE\$, Rewards or Redemption and/or in connection with the collection, use, disclosure and/or processing of your Personal Data in accordance with these Terms and Conditions. You will release and discharge us from all claims in relation to the aforesaid loss, damage, inconvenience, embarrassment, cost and/or expense.

- 12.2. Without prejudice to the generality of the foregoing and to the maximum extent permitted by applicable law, we shall also not be liable for any direct, incidental or consequential damage or loss suffered by you that may result from the collection, use, disclosure and/or processing of your Personal Data, including but not limited to any loss of, or any inability to retrieve, any Personal Data, howsoever caused, or any inaccuracy in the Personal Data presented, used or transmitted.
- 12.3. You shall indemnify us and keep us indemnified against any loss, damage, liability cost and expense (including legal costs and disbursements on a full indemnity basis), directly or indirectly arising from or relating to your misuse of the Membership and/or breach of or non-compliance with any of these Terms and Conditions, including without limitation, if you commit any fraud or misrepresent any information supplied or to be supplied under these Terms and Conditions.

## **13. GENERAL**

- 13.1. We may amend these Terms and Conditions from time to time at our absolute discretion without notice to you.
- 13.2. Each of these Terms and Conditions is severable and distinct from one another and if at any time, any one or more of these Terms and Conditions or any part thereof is or becomes invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions will not thereby be affected or impaired in any way.
- 13.3. You agree to be bound by these Terms and Conditions and all other terms and conditions governing the use of such facilities, benefits or services in connection with your

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Membership, including but not limited to such terms and conditions as we may stipulate, issue or publish from time to time in relation to any promotions, campaigns or programmes that we may undertake or carry out from time to time, as the same may be amended or varied from time to time by us. If there is any conflict between these Terms and Conditions and any other terms and conditions, the former will prevail and apply, and the latter will be deemed to be modified so far only as it is necessary to give effect to the provisions of these Terms and Conditions. Unless otherwise provided by these Terms and Conditions, nothing in these Terms and Conditions will affect the validity and enforceability of our rights or remedies under any other terms and conditions which will continue to apply.

- 13.4. The rights and remedies provided in these Terms and Conditions are cumulative and not exclusive of any other right or remedies (whether provided by law or otherwise).
- 13.5. You agree that our decision on any matter relating to the shopFarEast Rewards Programme shall be final, binding and conclusive on you.
- 13.6. You are solely responsible for any government tax, duty or other charge imposed by law in any country in respect of the shopFarEast Rewards Programme, your participation in the shopFarEast Rewards Programme, any Points earned, Vouchers issued or any other transaction within the shopFarEast Rewards Programme.
- 13.7. No failure on our part to exercise and no delay on our part in exercising any right or remedy under these Terms and Conditions will operate as a waiver of such right or remedy, nor will any single or partial exercise of any right or remedy preclude any other or further exercise of such right or remedy or the exercise of any other right of remedy. Any waiver by us of our rights or remedies in respect of any terms under these Terms and Conditions or any breach of or non-compliance with these Terms and Conditions on your part must be in writing and may be given subject to such terms and conditions as we may deem fit and is effective only in the instance and for the purpose for which it is given.
- 13.8. Unless the context otherwise requires, words importing the singular shall also include the plural and vice versa. Words denoting the masculine gender include the feminine gender and both shall include the neuter gender.
- 13.9. The headings in these Terms and Conditions are inserted for ease of reference only and shall not affect the construction or interpretation of these Terms and Conditions.

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13.10. These Terms and Conditions are governed by and shall be construed in accordance with the laws of the Republic of Singapore. You hereby irrevocably submit to the exclusive jurisdiction of the courts of the Republic of Singapore.

*Updated as of 22 July 2024*