

Terms and Conditions for participation in the Loyalty Program of EAST GATE MALL “YOU ARE THE CENTER”

The following Terms and conditions apply to all Members of the Loyalty Program “YOU ARE THE CENTER” established by EAST GATE MALL and it is the responsibility of all Members to read and understand them in full. By using the Program, you accept and agree to these Terms and conditions as modified from time to time. If you do not agree to these Terms and conditions, please cease your use of this Platform and the Program immediately.

1) DEFINITIONS

In these Terms:

“**East Gate Mall**” means EAST GATE MALL DOOEL uvoz-izvoz Skopje, Ul. Belasica Br. 2 Skopje-Gazi Baba, registration no. 7339046, tax identification number 4043019526203, the entity that owns and operates the Program;

“**Program**” means loyalty program established by East Gate Mall;

“**Points**” means the value units of the Program earned on making a Qualified Transaction and is based on actual spend in Macedonian Denars (MKD). This is displayed as Points Balance to a Member and is available for “Redemptions”;

“**Bonus Points**” means points that are earned on offers or other promotional activities;

“**Member**” or “**You**” means a person who is a valid member of the Program and “Membership” shall be construed accordingly;

“**Website**” means East Gate Mall’s website – www.eastgatemall.mk;

“**App**” is the East Gate Mall mobile application, available on the Apple App Store and Google Play Store;

“**Platform**” means any technological method of making the Program available to Members including the Website and the App;

“**Enrolment Date**” means the date the Member successfully registered with Program;

“**Account**” means the account where Points of a Member will be Earned/Redeemed accessible on the East Gate Mall App;

“**Earn**” or “**Earning**” means when a member is rewarded with Points for making a Qualifying Transaction at a Participating Brand;

“**Redeem**” or “**Redeeming**” means when member loyalty points are exchanged for Loyalty vouchers that is performed automatically when the member accumulates 20.000 points in the account;

“**Benefits**” means the ongoing privileges of being a Member of any Tier of the Program (currently all members are assigned to default tier).

"Monthly Rewards Drop" means an offer, exclusive discounts, complimentary Bonus Points or any other Benefit or surprise gift that may be offered to a member.

"Membership ID" is a number unique to a member's account available via the barcode within the App.

"Qualifying Transaction" means a spending by a Member at a Participating Brand that qualifies for Points earning in accordance with these Terms.

"Participating Brand" means an outfit (retail, restaurant, or other) which allows Members to earn Points or to use Vouchers.

"Offers" may include transaction and non-transactional related events, promotions or activities that offer Members either Discounts or Points such as Buy 1 Get 1 offers, Earn Bonus Points Offers, Redemption Offers, or birthday promotions;

"Member Support / Customer Service Centre" means the East Gate Mall call center, available from 10:00 am to 08:00 pm 7 days a week, 071/381 454;

"E-Voucher" means digital voucher issued automatically within the App, when the Member accumulates 20.000 Points;

"3rd Party Partner" or **"Partner Programs"** means companies external to East Gate Mall and external partner programs, with whom East Gate Mall has an agreement to enhance Earning and Redeeming opportunities for its Members;

2) TIER BENEFITS

- 1) **To avail any Benefits**, an interested person must download the App, accept Terms and Conditions, and create Account to become 'Loyalty Program' member. The program is free for registration and is available by downloading the App and completing the required registration details.
- 2) **All Tiers** – Earning on Spend: Member spends / transactions at Participating Brands or with an agreed 3rd party Partner will be eligible to earn Points on their total Spend.
- 3) **Important Notes**
 - Your purchases of goods and services from a Participating Brand or other merchant are between you and them, and are subject to any additional terms, conditions and restrictions between you and them, including for example their applicable return policy. Accordingly, East Gate Mall has no responsibility for the delivery, standard, quality, safety, use, suitability, or any other aspect of any goods and services ordered or purchased from Participating Brands or other merchants;
 - East Gate Mall makes no representation regarding the quality of the products offered by Participating Brands and the Member shall not make any demand in respect of an exchange for cash or another product, service or food and beverage item in respect of the Coupon that is received;
 - The Benefits are subject to availability, subject to capacity and any additional terms and conditions either set out above or on the Platform. East Gate Mall reserves the right, at any

time and in its sole discretion, to amend, cancel or replace any Benefit from time to time, and shall not be liable for any of the aforementioned or for the unavailability of the Platform or any Benefits from time to time, whether notified to the Member or not.

- East Gate Mall is not responsible, and assumes no liability, for changes or discontinuances of the Participating Brand's service or product(s) which may affect Benefits or Rewards offered, or for any Participating Brand withdrawal from the Program or for any effect of such changes on Points earning or redemption.
- All Benefits, Offers & Rewards digital Coupons are non-cashable, non-negotiable, and non-transferable.

3) TYPES OF MEMBERSHIP/TIERS

3.1 The Loyalty program has one type of membership tier – Base Tier (default).

3.2 Upon registration, new Members are automatically enrolled into default tier of the Program which is the base membership tier.

4) EARNING POINTS

4.1 Members will earn Points from (i) Qualifying Transactions made after the Enrolment Date and (ii) Offers or Promotions.

4.2 Each purchase/spending earns points, which are deposited into the Member's account upon scanning and uploading a valid fiscal receipt through the mobile application. A valid fiscal receipt is one for a qualifying transaction, scanned and uploaded on the same day as the transaction by 23:59:59. Receipts uploaded after 23:59:59 on the date of the transaction will not be accepted.

4.3 Each receipt image must be captured through the receipt upload/scanning functionality available in the App. Images made or uploaded using any other mechanism will be rejected. Images of multiple receipts in a single upload/scan will be rejected.

4.4 Member must ensure that the full receipt is captured when the device's camera is activated, i.e. all information on the receipt should be readable and clearly captured. Only original receipts uploaded will be rewarded points. Images of a receipt taken on another device or unclear and torn receipts will be rejected.

4.5 Points will be earned on the total amount of the Qualifying Transaction, including VAT. Only MKD amount before the decimal will be eligible for Points earning. 1 denar (MKD) equals 1 Point.

4.6 Points will be credited into the Member's Account after the valid receipt has been submitted through the App. Points may take up to one day to be credited to a Member's Account. If the Member has not received his/her Points within this timeframe, the Member can contact the Member Support / Contact Center, for assistance and will need to provide a copy of the Qualifying Transaction receipt. Members may

be also requested to present original copy of the receipts (to be kept for 30 days as of the transaction date) for further validation by the East Gate Mall Management.

4.7 Points earned and all other Program Benefits may be used solely by the Member and may not, under any circumstances, be transferred or exchanged. For each Qualifying Transaction, Points can only be earned by One (1) Member.

4.8 Points may be earned across all Participating Brands located within East Gate Mall, 3rd Party Partners that East Gate Mall has an agreement with, and special offers or promotions that may run exclusively for Members from time to time.

4.9 Members will not earn points on any online purchases made from a store or restaurant, even if the delivery or pickup must be arranged at the store/restaurant located in East Gate Mall.

4.10 The value of Points or Points Earning is subject to amendment by East Gate Mall.

4.11 East Gate Mall will make reasonable effort to inform/notify Members of any matters of interest, including changes to the Program Earning or Benefits and updates to these Terms by way of email, SMS, and Push Notifications. Any change will take effect from the date of updating these Terms.

4.12 East Gate Mall reserves the right to set or amend any minimum spending per Qualifying Transaction to qualify for Points.

4.13 East Gate Mall reserves the right to set a limit of Points that can be earned and/or redeemed per Account per calendar month or otherwise.

4.14 East Gate Mall reserves the right to reverse or cancel any Points credited to a member incorrectly, or not in accordance with, or in breach of the Terms at any time.

4.15 In the event of any misuse, abuse or fraudulent activity detected or suspected, East Gate Mall reserves the right to reverse Points credited to a member and suspend/disable such Membership Account to prevent any future accrual of Points. Points cannot be awarded during the period of Account suspension.

5) REDEEMING POINTS AND USING E-VOUCHERS

5.1 Members must accumulate a minimum of 20.000 in Points before E-Voucher with value equivalent of 300,00 MKD denars is created by the system automatically.

5.2 For every 20,000 accumulated points, one E-voucher worth 300.00 MKD is automatically created. The voucher is issued within seven (7) business days from the date the conditions for voucher issuance are met.

5.3 Members cannot settle their bill directly by paying in Points, instead E-Voucher must be used if available.

5.4 In case E-Voucher is insufficient for settling the bill in full, Member must settle the outstanding balance amount in cash.

5.5 Points earned through the Program have no cash value and cannot be exchanged for cash at any Participating Brand.

5.6 Once issued, E-vouchers are non-refundable.

5.7 E-Vouchers are only valid for a period of 90 days from the date of issuance, otherwise they will automatically expire and be removed from the Member's account.

5.8 E-Vouchers earned through the Program have no cash value and cannot be exchanged for cash or credit at any Participating Brand.

5.9. E-Vouchers are used as a rule for purchasing by the regular prices of the products and services at the Participating Brand.

6) REGISTRATION AND JOINING THE PROGRAM

6.1 Application for Membership must be made via the East Gate Mall App.

6.2 Membership in Program is available only to individuals over the age of 18 and not to companies, partnerships, associations, groups, or other entities. East Gate Mall may refuse Membership without being required to give a reason for doing so.

6.3 All information required for Membership, must be supplied accurately and in full. Any personal information a Member provides to East Gate Mall when applying for Membership or using the Platform shall be used in accordance with the East Gate Mall Data Processing Notice.

6.4 Member Account creation will be considered incomplete if the required information is not supplied accurately and in full.

6.5 When the Member is creating an Account and signing up to the Program, a confirmation one-time password will be provided to the Member at the time of mobile phone validation. Once the OTP has been entered into the registered mobile phone, and the Terms and the Personal Data Processing Notice accepted, the Member will have created their Account successfully.

6.6 Each Member is responsible for creating private Account access information and for maintaining the security of that information. If the security of that information is breached by the Member or a third party, East Gate Mall shall not be liable for any access to that Account not authorized by the Member, accumulation of Points, redemption of Rewards or other account activity that occurs as a result, and in no event shall East Gate Mall be responsible for reimbursing the Member for any Points redeemed or other damages or losses claimed to occur as a result of that unauthorized access.

6.7 Membership is not transferable and may only be used by the individual Member who applied for it. Membership can only be used by the Member for his/her own Qualifying Transactions and redemption of Points and, without limitation, not by the Member's relatives, friends or acquaintances for their purchases or redemptions.

6.8 Each Membership has an exclusive Membership number, and a Member of the Program can only be issued with one Membership at any given time (with the email address and mobile number being used as the unique identifiers).

7) GENERAL

7.1 The Program remains the sole property of East Gate Mall who retains all intellectual property in the Program and the Platform. All information, documents, images, and other materials provided on the Platform (as well as the organization and layout of the Platform) together with the underlying software code are owned either directly by East Gate Mall or by its licensors. Without East Gate Mall's prior written permission, a member may not copy, modify, publish, broadcast, distribute, sell, or transfer any material (whether in hardcopy, electronic or any other form) on the Platform or the underlying software code whether in whole or in part. Nothing in this Program should be construed to be a grant of a license, ownership or any other proprietary right in this Platform, its contents, or the underlying software code. All rights not expressly granted in these Terms are reserved.

7.2 Membership of the Program, Points, Rewards and Benefits are offered at the sole discretion of East Gate Mall. East Gate Mall reserves the right to refuse to award Points, to withdraw Points already awarded or to suspend or close the Member's account. The withholding, suspension or termination of Membership may result in the loss of all Points accumulated at the time of such withdrawal, suspension, or termination.

7.3 The Program shall continue until such time as East Gate Mall decides (in its sole discretion) to terminate the Program. East Gate Mall will use all reasonable endeavors to provide all Members with advance notification of the termination of the Program via the Platform.

7.4 You acknowledge and agree that you have no ownership rights in the Points or your Account. You further acknowledge and agree that you have no third-party beneficiary rights in any agreement between us and any Participating Brand or other merchant, and that the only relationship created by these Terms is one between you and us.

7.5 Any Member may terminate Membership by submitting an email to loyalty@seg.mk. East Gate Mall reserves the right to terminate a Member's Membership immediately upon notice in the event that (i) East Gate Mall believes that the Member has breached these Terms or any applicable laws (ii) the Member has committed any fraud or misused the Program or Benefits in any way (iii) the Member has not earned or redeemed any Points in the last 12 months or (iv) the Member has deceased. Membership will be terminated immediately upon such notice. Upon termination of the Program and/or Membership, any remaining unredeemed Points will be lost.

7.6 East Gate Mall reserves the right to amend, update or limit any aspect of the Program, including the Terms, at any time without advising Members. It is the responsibility of each Member to remain aware of any such amendments, updates, or limitations. East Gate Mall will always publish the latest Terms on the Platform. The Member's continued use of the Platform following such change shall signify the Member's consent to the revised Terms. If the Member does not agree to any change to the Terms, he/she should

immediately terminate Membership, stop using the Platform and the Program and delete the App from their mobile phone. Termination of Membership and Program use is the only recourse a member has.

7.7 East Gate Mall reserves the right to add, remove or replace Participating Brands or 3rd Party Partners from/to the Program from time to time and exclude certain products or services from the eligibility for earning or redeeming Points. East Gate Mall accepts no responsibility or liability for the withdrawal of any Participating Brands, Partners, or products or services from the Program, even though such a withdrawal may affect the Benefits available to Members.

7.8 The information published on the Website, or the App may be incomplete or include inaccuracies or typographical errors. East Gate Mall reserves the right to correct any errors in pricing, typing or description relating to any aspect of the Program.

7.9 The sale, transfer or barter of any Points, Benefits, Tier levels, Program offers, or other Program benefits is strictly prohibited.

7.10 Any information (e.g. with important information relating to the Terms, Points balances and other information relating to the Program) will be accessible to Members via the App and communicated by emails at regular intervals on the email address given during the Membership registration. All Members are responsible for notifying East Gate Mall of any changes to their contact details via the Platform or via the Support Centre.

7.11 When a member telephones the Member Support/ Contact Centre, for security reasons the East Gate Mall representative may request personal information to verify the Member's identity. The Member Support / Contact Centre will only deal with the person authorized to operate the Member's Account.

7.12 Members who join the Program agree to receive Account transaction information and may optionally chose if they wish to receive marketing/promotional material by electronic means of communication from East Gate Mall. Members who no longer wish to receive marketing/promotional information may unsubscribe from the marketing notifications by (i) clicking on the Unsubscribe link provided below the transaction or marketing/promotional message received (ii) logging into the App and editing their consent under Account settings and updating their preferences by checking the Email and SMS options available. The selection of the "UNSUBSCRIBE" function does not exit the Member from the Program, nor does it unsubscribe the Member from any Account transaction communication related to Qualifying Transactions and Points.

7.13 The Platform, Program, Points, Rewards and Benefits while offered to Members in good faith, is fully provided (permissible by any applicable law) without any warranties, express or implied, including without limitation warranties of quality, accuracy, fitness for a particular purpose and on an 'as is' and 'as available' basis. East Gate Mall does not guarantee or make any representations regarding the accuracy of descriptions for any products or services offered by Participating Brands, does not guarantee that the Program or any aspect of it will be continuous, uninterrupted, or error free, that defects will be corrected, that there will be no loss of data, or that no viruses or other harmful components will be transmitted on the Website or the App. Each Member is responsible for adequate backup measures.

7.14 In no event shall East Gate Mall shall be liable for any direct or indirect damages (simple loss or profit lost) or expenses, arising out of or in any way connected with the use of the Platform or the Program by a Member, or any information, products, and services obtained through the Platform or the Program,

whether any claim is based on contract or extracontractual. Without prejudice to the foregoing, to the extent East Gate Mall is held liable for any damages related to such matters, limitation of liability is hereby set to amount equal to reimbursement for services or products paid by the Member to the entity held liable which were not provided by such entity. Members hereby waive any and all rights to bring any claim or action related to such matters in any forum beyond one (1) year after the first occurrence of the kind of act, event, condition or omission upon which the claim or action is based.

7.15 Each Member acknowledges that it is not relying on any representation, warranty or other statement relating to the Program which is not set out in these Terms.

7.16 East Gate Mall does not review, monitor, or endorse any third-party web sites linked to the Platform and is not responsible for the content of any web site linked to the Platform (including for example web sites of Participating Brands). A Member's access to any web site that links to the Platform is at the Member's sole risk. East Gate Mall is not responsible for the information, material, products, or services contained on or accessible through such other web sites and will not be liable for any form of loss or damage arising because of or in connection with a member's visits to such web sites. Any links to other web sites are provided merely for the convenience of the Members and the inclusion of these links does not imply an endorsement of the linked web sites or the content therein. In addition, each Member agrees not to link its web site or any other third-party web site to the Platform or frame the Platform as part of any other web site without East Gate Mall express prior written consent.

7.17 If any provision of these Terms is deemed unlawful, void, or unenforceable, then that provision shall be deemed severed from the Terms and not affect the validity and enforceability of any other provisions.

7.18 East Gate Mall failure to exercise or enforce any rights or provisions of the Terms will not constitute a waiver of such rights or provisions.

7.19 In connection with the Program, East Gate Mall collects, uses, and discloses Member personal information in accordance with the Personal Data Processing Notice. The Personal Data Processing Notice contains information on what personal information East Gate Mall collects, how it is used and to whom it is disclosed and for what purposes. It also includes information about how Member can exercise its rights and how Member can contact East Gate Mall in relation to privacy matters.

7.20 These Terms incorporate by reference East Gate Mall Personal Data Processing Notice and any other terms and conditions appearing on the Platform from time to time and represent the entire agreement between East Gate Mall and Members in relation to the Program and supersede any previous agreement between them.

7.21 These Terms are reproduced in English and Macedonian. If there is any inconsistency between the English text and the Macedonian text, the Macedonian text will apply.

7.22 These Terms are governed by and are to be construed under the laws of the Republic of North Macedonia. In the event of any dispute arising out of or in connection with these Terms, the competent court in Skopje shall have exclusive jurisdiction to settle such a dispute. You and East Gate Mall agree that each may bring claims against the other only in your or its individual capacity and not as a claimant or class member in any purported class, collective or representative action. Unless both you and East Gate Mall agree, no judge or administrative authority may consolidate more than one person's claims or otherwise preside over any form of a representative, collective or class proceeding.

East Gate Mall DDOEL uvoz izvoz Skopje