

WESTSTYLECLUB TERMS AND CONDITIONS

The WestStyleClub Membership program is a partner tier under the Tata Consumer Platform known as TataNeu Rewards managed by Tata Digital Private Limited for extending loyalty benefits to its Members. The WestStyleClub Membership is regulated by certain terms and conditions. By opting for a WestStyleClub Membership, you are agreeing to and are accepting the below terms and conditions:

In this regard, you agree that:

- You have read and accept the Tata neu reward Program Terms and Conditions; and
- You have read and accepted the Terms of Use which are incorporated by reference herein; and
- You consent to the collection, use, and disclosure of your personal data by Tata Neu and Participating ventures, and their authorized third-party agents and licensees in accordance with Tata Neu's Policy Notice.

as well as the Privacy Policy of Trent and terms and conditions of TataNeu Rewards Program. These terms & conditions and any and all documents referred to in them (Terms) stipulate the rules, principles and rights & obligations for WestStyleClub Members and constitute a binding agreement between Trent Limited and / or its affiliates ("Trent", "us", "we") and the WestStyleClub Member ("Member", "you"). We therefore advise you to print or save and retain a copy of these Terms. Please ensure that you have read carefully and understood these Terms and we also request you to keep a copy of these Terms for your records.

ELIGIBILITY

The WestStyleClub Membership is open to individuals only. No entity other than an individual capable of entering into valid contracts are eligible for becoming a WestStyleClub Member. To be eligible for the WestStyleClub membership, you should be competent to contract and you should have attained the age of majority according to the prevalent Indian laws. The WestStyleClub membership is not targeted towards, nor intended for use by anyone who has not attained the age of majority. Any person under the age of 18, may only use this WestStyleClub membership under the supervision of a parent or legal guardian who agrees to be bound by these Terms.

REGISTRATION AND MEMBERSHIP

1) Upon registration of a New Member:

- We will send an intimation on your registered mobile number confirming your WestStyleClub membership;
- You will be entitled to the benefits of a WestStyleClub Membership in accordance with these Terms; You will also be a member of TataNeu Rewards Program and will be able to utilise your points, i.e.NeuCoins across the TataNeu universe.
- The WestStyleClub Membership and its benefits cannot be used by anyone other than the individual Members. You agree that as a WestStyleClub Member you will be physically present at the Store for claiming the benefits including the NeuCoins associated with your WestStyleClub Membership;
- As a WestStyleClub Member you will be obliged to adhere to these Terms including any documents referred to in them;
- Employee discounts available for employees of Trent Limited and/or employees of a Tata company cannot be combined with discount offers under the WestStyleClub Membership;
- The WestStyleClub Membership can be used only at our 'Westside' and 'Utsa' stores in India for availing WestStyleClub Membership benefits prevailing on the relevant date.

MEMBERSHIP TERM, FEES AND ITS BENEFITS

- The WestStyleClub Membership is offered by Trent at the Westside and Utsa offline stores as an Annual Membership and shall be valid for a period of 12 months from the date of activation. This shall be subject to annual renewal thereafter, as per the Terms; However, if purchased online on TataNeu, the benefits can be availed at the Westside and Utsa Offline stores, 30 days from the date of subscription and payment of fees in respect thereof on TataNeu.
- On payment of the annual membership fees, the WestStyleClub program provides a host of benefits to its WestStyleClub members. The attractive benefits include NeuCoins, birthday rewards, welcome/style vouchers and more. The member shall

have an option to continue to avail the benefits of the WestStyleClub program on annual payment of the membership fees as per the Terms.

- The NeuCoins accumulated under the program have no cash value and can't be exchanged for cash;
- NeuCoins will be given on the net invoice value (net of the Reward points redeemed, taxes and any discounts applied). We reserve the right to refuse to issue NeuCoins or redeem accumulated points, for any breach of these Terms or failure to pay for purchases / annual Membership fees;
- The Membership fees for WestStyleClub is non-refundable. Taxes may apply on the said membership fees;
- The member shall continue to avail the WestStyleClub benefits on annual payment of the annual membership fees as per the terms communicated by us from time to time. The terms to collect membership fees shall be determined by Trent at its discretion and shall be communicated to the members. In the event the member continues to avail the benefits for subsequent terms, you authorize Trent to collect the membership fee for the respective subsequent membership terms(s).
- The benefits associated with the WestStyleClub shall cease to continue in case of non-payment of the annual membership fees as per the Terms;
- Members must remain active in the Tata Neu Rewards Program to retain and utilize the NeuCoins as they accumulate. If a membership Account is inactive 265 days, the NeuCoins accrued to such membership Account shall lapse. Tata Neu Members can remain active in the Tata Neu Rewards Program and retain accumulated NeuCoins by earning NeuCoins or utilizing Neucoins through TataNeu Rewards Program eligible purchases at least once every 365 days. Additionally, NeuCoins that are issues in respect of promotional campaigns or similar initiatives undertaken by Tata Neu shall lapse after such period as notified by Tata Neu at the time of issuance.

REPRESENTATIONS AND WARRANTIES

By choosing to become a WestStyleClub Member you warrant and represent to us that the following are and will be true for the entire duration of your WestStyleClub Membership:

- You have all requisite power and authority to enter into and perform your obligations under the Terms;
- There are no circumstances of which you should reasonably be aware which would prevent the Terms from being and forming legally binding obligations upon you;
- Your performance pursuant to the Terms does not and will not conflict with or breach any agreement or applicable laws to which you are subject or by which you are bound;
- All the information which you have submitted for the WestStyleClub Membership is complete, reliable, accurate, free from errors, and not misleading in any way, and will not infringe any third party rights;
- You will not do, or omit to do, anything that might reasonably be expected to put us in breach of any applicable laws; and
- You will be responsible to inform us, in case of any change in circumstances due to which you cannot perform your obligation under the Terms or continue as a member.

RIGHT OF WITHDRAWAL, TERMINATION OF MEMBERSHIP AND CONSEQUENCES

- You have the right to cancel / opt out of the WestStyleClub Membership. You can at any time withdraw from your WestStyleClub Membership without stating any reason by sending your request to us. The cancellation request should be signed by you in person and sent to our customer support department at the below coordinates:

Name: Ms. Kudav

Email: westside@trent-tata.com

Postal address: Trent House, G Block, Bandra Kurla Complex, Mumbai-400051

- Cancellation will take immediate effect from the date on which our customer support department receives the cancellation request.
- Our right to terminate your membership without affecting any other rights and remedies which we may have and without liability to you for any losses which may result, we may terminate your WestStyleClub Membership forthwith and without notice, if:
 - a) If you make any statement or provide any personal data that is materially inaccurate or untrue;
 - b) if a petition for your bankruptcy is presented to any court or if you are unable to pay your debts to us as and when they fall due;
 - c) If you commit a breach of any of the provisions of the Terms that is not capable of remedy;
 - d) if you commit a breach of any of the provisions of the Terms, including the documents referenced to herein and fail, in the case of breach capable of remedy, to remedy that breach within 14 days after receipt of a written notice from us;
 - e) In the event of misuse of the WestStyleClub Membership, NeuCoins or benefits associated with a WestStyleClub Membership;
 - f) Non- payment of the annual membership fees as per the Terms;
 - g) In the event of any behaviour which is troublesome or shows lack of respect towards our staff, customers or guests, criminal actions or actions that are generally regarded to be immoral, unethical or contrary to the Terms;
 - h) we are required by any legislation, a court decision or a prohibition by a public authority to discontinue the WestStyleClub Membership program or substantial benefits offered thereunder.

- Consequences of discontinuation, cancellation and/or termination are as below:
 - a) With effect from the date of discontinuation, cancellation and/or termination your privileges to access exclusive benefits offered under the WestStyleClub Membership program shall cease;
 - b) The Reward Points, if any and all other benefits, associated with your WestStyleClub Membership will become invalid on such date;
 - c) You will not be entitled to refund and/or adjustment of membership fees, if any or any other benefits including but not limited to reward points /

discounts / vouchers etc. associated with your WestStyleClub Membership application;

- d) We will not be held responsible for any losses to you that may ensue from termination;
- e) Discontinuation, cancellation and/or termination of your WestStyleClub Membership for whatsoever reason shall not affect any of the Terms, that by their very nature are intended to continue to have effect after cessation of WestStyleClub Membership.

COMMUNICATIONS

By enrolling with the WestStyleClub Membership program, you as well as your nominated family member / partner, consent to receive communications from us regarding your WestStyleClub Membership, latest offers, exclusive promos, product launches etc. and any other relevant information/ communications. Your consent to receive communication from us shall override any Do-Not-Disturb (DND) settings that you may have opted for. We may send you alerts, notifications, e-mail, direct mail and generally communicate with you at your mobile number, email address and/or postal address registered with us. In case of changes in your contact details you may reach out to our customer support desk. You may in the alternative, write to us at westside@trent-tata.com. We do not bear any responsibility for communication lost or not received by you.

REVISION OF TERMS

We reserve, without prior intimation to you, the right to revise these Terms. The date of the latest update may be found at the end of the Terms. Any such changes will be published on our website and will enter into effect forthwith on the date these changes were announced, unless otherwise stipulated. The most recent edition of these Terms will be binding upon you. You are responsible for keeping informed about any changes to the Terms. Any such changes shall be accepted by you as a condition for your future use of the WestStyleClub Membership and its benefits. We may request your explicit acceptance to the changes. In the alternative, we will consider that you have accepted the changes if you continue to use the WestStyleClub Membership and its benefits. You may terminate the WestStyleClub

Membership if you no longer wish to be tied to the changed Terms. Trent retains the exclusive discretion in operating the WestStyleClub Membership program which means Trent may change, alter, add or modify the Terms, Membership Benefits etc. and in certain circumstances discontinue the program partially or in its entirety. WestStyleClub membership will be issued solely at the discretion of the management and the final decision on all matters relating to the membership shall rest with Trent.

Updated on 17th March'22:

As on 31st March'22, all WestStyleClub members with points ranging from Rs.1 to Rs.150, their points will lapse.

As against which a voucher of Rs.400 has been issued to redeem instore against a purchase of Rs.4000. The voucher is to be redeemed before 31st March in store

LIMITATION OF LIABILITY

Neither we nor any of our agents, vendors or external providers or our / their directors, officers or employees will be liable for any losses incurred or suffered by you, directly or indirectly in connection with: a. you being unable for whatever reason to access or use the West Style Club Membership; b. benefits, goods or services provided by an external provider/third-party; c. us acting on materials or communications which purport to have been made by or on behalf of you but which have been created or sent by (i) a third party purporting to act in your name, or (ii) a person who has lawful access to perform certain functions on your behalf but who exceeds his authority, regardless of whether such losses arise in contract, tort, negligence, breach of statutory duty or otherwise. 2. Further, neither we nor any of our agents, vendors or external providers or our / their directors, officers or employees will be liable for any indirect or consequential losses incurred or suffered by you, whether or not those losses are foreseeable. 3. The total aggregate liability of us to you for all losses arising out of or in connection with the West Style Club or our former ClubWest Membership (whether such losses arise in contract, tort, negligence, breach of statutory duty or otherwise) shall not exceed the amount of annual fees received from you for participating in the WestStyleClub Membership for that specific year. 4. Except as specified in the Terms, all express or implied conditions, terms, representations or warranties (whether implied by statute or otherwise) are hereby excluded to the maximum extent permitted by law.

PRIVACY NOTICE

We will maintain and update in electronic form data that is provided by Members at the time of enrolment or through subsequent contact. We hereby reserve the right and Member/family member hereby agrees & authorizes us to share his/her data with agencies or organizations for the provision of member services, facilities & benefits and on requirement of any Government agencies/authorities. You acknowledge that you have read and understood that we may process your Personal Data in accordance with our Privacy Policy.

GENERAL CONDITIONS

- External vendors/ service providers: Any external providers of a benefit extended to WestStyleClub Members will have absolute discretion in relation to the provision of services, and we do not guarantee that the external provider will fulfil the terms of their offers made through the WestStyleClub Membership. Any inconsistency or denial to fulfil an offer by an external provider is extremely concerning to us. Such instances should be immediately informed to us so that we can take prompt corrective action. Services supplied by an external provider will be subject to the external provider's own terms and conditions. Neither do we make any representation regarding the quality of the benefits extended by external provider nor do we accept any liability for loss or damage suffered as a result of

a fault, error or omission in the provision of these services. We reserve the right to change our external providers without prior notice and our decision on appointment or discontinuation of an external provider is final.

- Entire Agreement: These Terms override any contrary terms or conditions published in relation to any membership subscription between you and us.

- Governing Law and Jurisdiction: These terms and conditions are governed by and construed in accordance with the laws of India. The Member and Trent Limited each agree to submit to the exclusive jurisdiction of the courts at Mumbai. You agree to indemnify Trent for all claims brought by a third party against it or its affiliates arising out of or in connection with a breach of any of the Terms.

- If any provision of the Terms is held to be unlawful, void or for any reason whatsoever unenforceable, the invalidity of that provision shall not affect the validity of the rest of the Terms.

- The failure of Trent to enforce any of the provisions herein shall not be deemed a waiver of their enforceability.

- Queries, comments and complaints: If you have any queries, comments or complaints about your subscription please contact our customer support desk on westside@trentata.com.

