#### THE SACOOR CLUB

### **Terms & Conditions of Loyalty Program**

### **GENERAL REMARKS**

- A. The Sacoor Club is the loyalty program (the "Program") operated by Sacentro Comércio de Têxteis S.A., its subsidiaries, affiliates, group companies, and the companies under the same ultimate beneficial ownership or management control ("Sacoor Brothers").
- **B.** The Program allows those enrolled ("Members") the chance to earn and redeem points when making qualifying purchases at Sacoor Participating Stores.
- c. Sacoor Brothers may also partner with one or more providers of goods or services and allow them to participate in the Program from time to time ("Program Partners") (which may include but not be limited to financial and banking institutions, hotels, leisure and lifestyle services), thus expanding the unique advantages each Member may benefit from.
- **D.** These terms and conditions (the "Terms & Conditions") relate to the membership, earning and redeeming of points under the Program from its launch.

# **MEMBERSHIP**

- 1. Enrollment in the program and the Sacoor Club membership are free of charge.
- **2.** The Program is a card-free program.
- **3.** All interested in joining the Program and becoming a Member may sign up online at <a href="https://www.sacoorbrothers.com">www.sacoorbrothers.com</a> to create the membership account by accepting these Terms & Conditions and our <a href="https://www.sacoorbrothers.com">Privacy Policy</a>. Alternatively, Sacoor Brothers' staff will be happy to assist you with this process in any of the Sacoor Participating Stores.
- **4.** Eligible members must have reached the age of majority in the country where they enroll for the Program ("Base Country").
- **5.** Membership is non-transferable and can only be used by you, as the authorized Member. You may cancel your membership at any time by giving Sacoor Brothers written notice.
- **6.** By enrolling in the Program, Members unconditionally grant their express consent to Sacoor Brothers to collect, retain, use and disclose information contained in the Sacoor

- Club membership application or otherwise provided to Sacoor Brothers or the Program Partners pursuant to the Program and your other personal information including but not limited to your name, email id, addresses, contact numbers, date of birth and transaction details, etc., subject to all data privacy applicable law.
- **7.** Sacoor Brothers has the right to disclose and share with Program Partners and permit them to use/retain personal information for any of the aforesaid purposes, including contacting you strictly with respect to the Program.
- **8.** All Members must identify themselves at a Sacoor Participating Store by presenting a valid photo identity to collect Points and redeem benefits.
- 9. You may manage your membership by logging in your Sacoor Club membership account.

## **EARNING POINTS**

- **1.** The Sacoor Club allows you to win Tier Points ("Points") with every qualifying purchase you make in all our Participating Stores.
- **2.** <u>Tier Points</u> are collected to your account immediately when you purchase and help you reach the next tier of membership to enter a wider world of benefits Silver, Gold or Platinum membership status
  - I. The number of Tier Points you have to accumulate to reach Silver, Gold and Platinum status are indicated here: <a href="www.sacoorbrothers.com/en/club/">www.sacoorbrothers.com/en/club/</a>.
  - **II.** In case of return or refund of any purchases, Tier Points are immediately deducted from your account.
  - III. Membership status (Silver, Gold or Platinum Tier status) is valid for a maximum of 12 months, from the date the Member is granted such status up to the member's annual tier review date. If during such period you have accumulated enough Tier Points to qualify for a tier upgrade, we will upgrade you to the qualifying tier before such date.
  - **IV.** In case you qualify for a tier downgrade on your annual tier review date, you may still enjoy the benefits of your previous membership status for an extra month.
    - Exceptionally, subject to applicable rules available for consultation <a href="https://www.sacoorbrothers.com">www.sacoorbrothers.com</a>, which we reserve the right to amend from time to time, you may enjoy additional Sacoor Club benefits available to you outside the Territorial

Scope applicable to you. Please visit our website for further and updated information on these additional benefits.

### ACCEPTANCE, REPRESENTATIONS, WARRANTIES AND LIABILITY

- 1. It is the Member's responsibility to carefully read, agree with and accept these Terms & Conditions. Your continuance as a Member, the collection of any Points under the Program, shall signify your acceptance of the Program along with its rules, terms and conditions and to be bound by the latest terms and conditions applicable from time to time. If you do not agree to (or cannot comply with) the Terms & Conditions, you may cancel your membership anytime.
- **2.** You represent, warrant and confirm that you have the capacity and ability to understand, agree and adhere to these Terms & Conditions as here set out.
- 3. To the maximum extent permitted by law, we expressly disclaim and exclude liability for any damage whatsoever including, without limitation, direct, indirect, special, punitive, incidental or consequential loss, any liability for claims, damages, costs, losses or consequences and damages incurred by a Member in connection with the use, inability to use, or results of the use of any of the benefits granted under the Program and for any other loss or damage of any kind whether or not foreseeable, howsoever arising whether or not caused by a negligent act or omission.
- **4.** Sacoor Brothers reserves the right to, with or without cause and without notice, refuse to award Points and withdraw Points, for any breach of these Terms & Conditions, due to non-payment of any purchases made under your Sacoor Club membership or if the member is involved in any act of fraud or any willful misconduct related to the granting or use of their Sacoor Club benefits.
- **5.** All express or implied warranties, representations, statements, terms and conditions relating to these Terms & Conditions not here contained, are excluded to the maximum extent permitted by law.

### AMENDMENT, SUSPENSION AND TERMINATION

- 1. These Terms and Conditions are subject to amendment from time to time.
- **2.** Sacoor Club reserves the right to modify, suspend or close the Program, or to change, suspend, cancel or withdraw any of these Terms & Conditions, without assigning any

- reason whatsoever at any point of time at their discretion. Sacoor Brothers shall notify the Members of such amendments, suspension or termination as soon as practicable.
- **3.** Sacoor Brothers reserves the right to discontinue Program memberships existing or new temporarily or permanently due to any technical, commercial or other lawful reason.

# APPLICABLE LAW AND JURISDICTION

- 1. These Terms and Conditions shall be governed and construed in accordance with the law of Portugal. Any dispute arising out of or in connection with the present Terms & Conditions, including any question regarding its existence, validity, performance or termination, shall firstly be settled amicably within the term of 45 days counting from the notification from one party to the other on that regard.
- **2.** Should settlement not be possible within the referred term of 45 days, the parties may submit such dispute to the non-exclusive jurisdiction of the competent judicial civil courts of Lisbon, Portugal.