

'PAVILION PRIVILEGES' PROGRAMME

TERMS AND CONDITIONS

1. The Programme

- 1.1. The 'Pavilion Privileges' Programme (the "Programme") is offered by Pavilion Real Estate Investment Trust (REIT) (the "Company") to Members (as defined in paragraph 2.1 below) on the terms and conditions contained herein (such terms and conditions, and as they may be amended by the Company from time to time at its sole discretion, are referred to as these "Terms").
- 1.2. By signing up for the membership, members are deemed to have read, understood, acknowledge and agree to be bound by these Terms, which may be amended by the Company from time to time at the Company's sole and absolute discretion. Latest version of the terms and conditions may be access at the Pavilion Kuala Lumpur website at www.pavilion-kl.com.

2. Eligibility and Membership

- 2.1. Pavilion Privileges Programme is a reward system with a digital membership card ("Card"). Applicants can sign up for and activate the Card in the following manner:
 - 2.1.1. Pavilion KL Smartphone Mobile Application ("Mobile App"), which available for download from App Store for iOS users and Google Play for Android users. Mobile app is available for devices running iOS 12 and above and Android 8 (API Level 26) and above.
 - 2.1.2. Web browser-based Member Portal ("Member Portal"), available for all internet browser, is accessible via <https://member.pavilion-kl.com>
- 2.2. Applicant must be aged 18 or above at the time of application to be eligible for membership.
- 2.3. An eligible individual must have a unique Malaysia-registered mobile number and a valid email address for application and log in of membership. For tourist, each applicant must have a unique registered home country mobile number and a valid email address for application and log in of membership.
- 2.4. Each member can only register one account and it is non-transferable. Use of shared mobile numbers that are previously registered by existing members is not permitted.
- 2.5. There is no joining fee for the Membership.
- 2.6. The eligibility criteria may be amended by the Company from time to time at its sole and absolute discretion. The Company has the sole and absolute discretion to decide whether an individual is eligible for Membership and such decision shall be final absolute and conclusive and no appeal will be entertained.
- 2.7. To sign up, an eligible individual is required to provide his/her name, a valid mobile number, an email address and set a password of your choice. Complete a one-time verification through a free one-time-password (OTP) mobile security for single-sign-on access to mobile app or member portal.
- 2.8. Upon successful registration and verification, a welcome email will be sent to the member registered account. The member is required to sign-in to the membership account using the Pavilion KL mobile app or through the member portal to access and review Membership information.
- 2.9. Type of membership

There are four tiers of Membership: Pavilion Privileges, **Lifestyle, Priority and Luxe**. Each Member can hold only one Membership tier at any material time.

Shopper will be enrolled to the following membership tier if they fulfill the spending requirement as below:

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| Pavilion Privileges | All shoppers will start from general member tier and no spending is required. |
| Lifestyle | RM3,000 and above spent in a single receipt. |
| Priority | RM10,000 and above spent in a maximum of two (2) receipts on the same day. |
| Luxe | Same day spending of RM100,000 or accumulative spending of RM100,000 within thirty (30) days upon joining as Lifestyle or Priority member. |

- 2.10. Proof of purchase shall be determined by the relevant spending receipts which must be submitted to the Pavilion Privileges Centre at Level 2 or via Pavilion KL mobile app for new application of membership within the same day of purchase based on the eligible spending requirements as specified under paragraph 5. For avoidance of doubt, all receipts shall be subjected to verification by the Company and shall be at the sole and absolute discretion of the Company to determine the authenticity of the receipts.
- 2.11. This programme is available solely for shoppers only, and not for the benefit of any staff member of any Pavilion KL tenants. Staff of tenants are strictly prohibited from using receipt(s) from their own outlets for membership applications / redemption. Should any Tenants' employee present receipts or proof of purchase in an attempt to apply for this programme, or any benefits or entitlements of this programme. The Company shall reserve the absolute right to seek for verification from the respective Tenant' Shop Managers or Tenants' Marketing Head or Human Resources personnel.
- 2.12. The membership card is not a credit card, debit card, a charge card and member do not earn any points/rebate with it. However, member may enjoy the privileges and benefits that are specially curated in accordance to qualifier membership tier.
- 2.13. The membership card and membership are non-transferable. The Pavilion Privileges Centre Member Relations officer and each participating outlet reserve the right to request member(s) to provide additional identification for validation purposes.
- 2.14. The Company reserves the right to terminate any membership if there is any breach of these terms and conditions or for whatsoever reasons and such decision shall be final, absolute and conclusive and no appeal will be entertained.

3. Membership validity, upgrade and renewal

- 3.1. Validity of the membership is for one (1) year.
- 3.2. In case of any movement of tiers during the Membership tier period, the new Membership tier period will take place and valid starting from the commencement date of the new membership tier.
- 3.3. Membership renewal applications require proof of accumulative spend (excluding the sign-up spending amount) determined by the required Membership Tier within 12 months' time frame in Pavilion KL. For those who qualified, the system will perform an auto renewal upon the expiry date of the membership.

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| Pavilion Privileges | No renewal requirement. |
| Lifestyle | Accumulate a minimum spending of RM3,000. |
| Priority | Accumulate a minimum spending of RM10,000. |
| Luxe | Accumulate a minimum spending of RM100,000. |

- 3.4. Members who are unable to fulfil the tier upgrade / renewal membership tier spending requirements cumulative spending within the twelve (12) months' time frame in Pavilion KL, will be downgraded to the next eligible tier by the last day of the month.

For example:

Scenario A

Member A is a Luxe Tier member. Upon reaching membership anniversary, member A only spends additional accumulative spend of RM89,900 within the twelve (12) months' time frame in Pavilion Kuala Lumpur. Upon renewal, member will then enjoy another 12-month membership as Priority member tier by the last day of the month.

Scenario B

Member A is a Luxe Tier member. Upon reaching anniversary, member A only spend additional accumulative spend of RM2,000 within the twelve (12) months' time frame in Pavilion Kuala Lumpur. Members who are unable to fulfill the tier upgrade / renewal spending requirements, will be downgraded from the date of expiry to the Privileges member tier by the last day of the month.

Please email to membership@pavilion-kl.com, or visit the Pavilion Privileges Centre Membership Counter for any renewal & upgrade enquiries.

4. Benefits & Privileges

- 4.1. Year-round privileges offered by participating stores in Pavilion Kuala Lumpur.
 - 4.1.1. The card is valid for use at all Pavilion Privileges participating store listed in the Pavilion KL website or mobile app.
 - 4.1.2. Members must present the digital card to the cashier of the participating stores at the time of purchase in order to enjoy all the privileges offered to members.
 - 4.1.3. Not valid with other ongoing promotions, best-buys, value-buys, coupons, discounts, privilege cards and agent-controlled items unless stated otherwise.
 - 4.1.4. The Company gives no representation or warranty with respect to any goods or services provided. Notwithstanding any provisions to the contrary herein contained, any dispute concerning goods or services received shall be settled between the members and the participating stores. The Company will have no responsibility towards any dispute(s) arose nor will be responsible to resolve any such dispute(s).
 - 4.1.5. All privileges and offers are subject to the terms and conditions of the respective participating stores in the Programme.
 - 4.1.6. The Company reserves the right to terminate or cancel any of the offers, promotions or discounts without prior notice or assigning any reasons whatsoever.
- 4.2. Members are entitled to exclusive invitations to special events/activities organized by the Company.
- 4.3. Members are entitled to exclusive members-only exclusive redemption or rewards programme organized by the Company.
- 4.4. Members are entitled to exclusive sale previews in participating retail outlets from time to time.

5. Eligible Receipts

- 5.1. For membership application and spending accumulation, member must present receipt(s) issued by the relevant Qualifying Tenant which is RM10 (or more) per receipt and which are Eligible Receipt(s) (as defined under sub-paragraph 5.7 below) submit through the mobile app within the same day of the purchase date as shown on the receipts.
- 5.2. The receipt image shall contain the following information: Store name, receipt number, receipt date and time and total amount spend.
- 5.3. Member shall submit his Qualifying Purchases at a Qualifying Tenant which is RM10 (or more) per receipt, by uploading images of original receipt(s) of the Qualifying Purchases via the Mobile App or by personally presenting original receipt(s) of the Qualifying Purchases at Pavilion Privileges Centre between 10am and 10pm daily.
- 5.4. In the event that the Member submits his Qualifying Purchases after 1 days from the date of the Qualifying Purchases, The Company's may in its sole and absolute discretion accept or reject such out-of-time submission of Qualifying Purchases. The Company's decision shall be final and conclusive.
- 5.5. Multiple submissions in a single day are allowed, subject to a minimum amount of RM10 per receipt.

- 5.6. Upon receipt(s) being determined to be eligible, the total net transaction amount shall be credited into member's account in at least 1-3 working days after the receipt submission through the mobile app receipt scanning feature by the member.
- 5.7. "Eligible Receipt" means a receipt:
- Recording any purchase or spending by a Member at a participating store(s) and is settled by cash or electronic payment including credit card, debit card, Boost, Grab Pay, Touch & Go, Favepay, Alipay, Samsung Pay, and WeChat pay.
 - Which is in its original form and machine-printed.
- 5.8. Each receipt submitted can only be used once to record spending.
- 5.9. The following purchases or spending cannot be used to accumulate spending
- Parkson Elite, Pavilion Kuala Lumpur
 - Non-tenant vendors at promotional spaces
 - Receipts that are not from retailers in Pavilion Kuala Lumpur
 - Purchases of gift certificates, merchant vouchers or cash coupons.
 - Banking services
 - Currency exchange
 - Telecommunications services
 - Car parking
 - Charity donations
 - Exchange or refund receipts
 - Purchase of stored-value cards, reloads, top-up transactions
 - Deposits or partial payment
 - Online spending
 - Membership fee
 - Sale Order / Confirmation / Job Order / Purchase Order
 - Unfinalised Bill / Pre-settlement bill / Pre-order Sales
 - Food delivery receipts
- 5.10. For the avoidance of doubt, the following receipts shall be considered invalid:
- Reprinted or copied or duplicated receipts, standalone credit card receipts, hand-written receipts, or deposit receipts.
 - Receipts using credit notes, deposit notes, credit vouchers or payments on account in settling payments.
 - Receipts issued in respect of a transaction that has subsequently been refunded or withdrawn.
- 5.11. For any dispute on a transaction in relation to the Programme, members must submit the relevant request with all supporting documents to Pavilion Privileges Centre, Level 2 within 5 days from transacted date. The Company is not obliged to process a request relating to a disputed transaction on backdated receipts.
6. Termination of Pavilion Privileges Programme / Membership
- 6.1. The Company is entitled to terminate the membership if a member is found to be submitting purchases by another person or of fraudulent means without prior notice.
- 6.2. The Company may terminate memberships and refuse participation of members, without assigning any reasons thereto and without giving prior notice.
- 6.3. Members may also terminate their membership in writing by giving 14 working days' notice and any benefits by the Company will automatically forfeited and will not be liable for any compensation to the members.

- 6.4. The Company may, suspend or terminate the Pavilion Privileges Programme, without prior notice

7. Personal Data and Data Protection

- 7.1. Members must not disclose the password to anyone and must take all steps to prevent its disclosure. Member will be fully liable and responsible for all activities undertaken using individual mobile app or member portal to access your membership account. The Company will not be liable for any compensation, loss or damage arising from the use of membership account.
- 7.2. The Company reserves the right to photocopy and/or take photos of the machine-printed receipts and matching electronic payment sales slips, and to store the photocopies and/or photos for recording and verification purposes.
- 7.3. While the Company will take reasonable steps to accurately record personal data, members also need to provide accurate and complete personal data and keep them updated.
- 7.4. Personal data and information provided by members at Membership Registration, or Rewards redemption relating to the Programme may be used by the Company for administration purpose. Terms may be updated, revised and changed from time to time and will take effect immediately upon being posted on <https://www.pavilion-kl.com/viewpage/Privacy-Policy-Terms-Conditions>.
- 7.5. Each Member has the right to opt-out from receiving direct marketing materials and communications from Pavilion Privileges. Opt-out Requests should be processed in the following manner:
 - 7.5.1. By email to Pavilion Privileges Team at membership@pavilion-kl.com
 - 7.5.2. By clicking "Unsubscribe" in email sending from the Company.
 - 7.5.3. By approaching the Pavilion Privileges Centre, Level 2 in person