



REAL REWARDS PLUS (RRP) LOYALTY PROGRAM TERMS & CONDITIONS

UPDATED AS OF FEBRUARY 2023

Real Rewards Plus Loyalty Program is a loyalty program in Papua New Guinea offered by CITY PHARMACY LIMITED ('CPL') to customers of City Pharmacy, Hardware Haus, Prouds and Stop & Shop ('Participating Stores').

Real Rewards Plus Members can earn points for shopping at Participating Stores. Members can use these points to redeem in-store items at Participating Stores.

These Real Rewards Plus ('RRP') Terms and Conditions govern the issuance, use, redemption, and termination of the RRP Loyalty Program. By being issued a RRP Card, Members accept and agree to be bound to these RRP Terms and Conditions.

I. Qualifications

To qualify as an RRP member, you must be at least 18 years old. Parental consent is needed for a customer whose age is between 12-17 years old (minor).

II. Membership Applications

Membership in the RRP Loyalty Program is free and customers can complete an Application for RRP membership over the counter at any RRP customer service counter at any of CPL's Participating Stores to become a valid Member.

Customer's must provide complete and accurate information and upon approval of the customer's application and issuance of a receipt, an RRP Card will be issued to the new RRP member ('Member').

CPL has the right to decline or to approve any customer's application and/or to redeem any benefit in their absolute discretion and Members acquire no vested right or entitlement to the continued availability of any particular reward, benefit or redemption level.

III. RRP Card Use, Validity, and Restrictions

The RRP Card will have no expiry date and can be valid indefinitely.

RRP Card can be used to earn and redeem points at any of CPL's Participating Stores ('RRP Card Points').

RRP Card is not a debit or credit card.

RRP Card and the RRP Card Points are not transferable and the RRP Card is valid for use only if presented when making a purchase at a Participating Store. Only one RRP Card account is permitted per Member.

The RRP Card may not be used and no RRP Card Points will be earned, for purchases or activities identified by CPL as ineligible for earning RRP Card Points.

If CPL determines that a Member has abused any of the RRP Loyalty Program's privileges, has failed to comply with any of the RRP Terms and Conditions, or has made any misrepresentation to CPL, CPL may, in its sole discretion, take such actions as it deems appropriate, including, without limitation, suspending such Member's RRP Loyalty Program privileges, revoking any or all RRP Card Points in such Member's Account, with or without advance notice to the Member and without liability to CPL.

Where a Member's right to participate in the RRP Loyalty Program is suspended or terminated, any benefits, rewards, benefits or RRP Card Points and rights that a Member may have at the time under the RRP Loyalty Program shall be suspended or terminated.

IV. Earning Points and Redemption

To earn RRP Card Points, a Member must present their valid and active RRP Card at the point of sale when buying store items from a Participating Store. RRP Card Points will not be awarded until the sale is completed and a receipt is issued. Members can earn RRP Card Points for purchases made online and/or at physical locations of CPL's Participating Stores, as long as the RRP Card Membership number is presented/entered at the time of purchase.

RRP Card Points have no monetary value and are not exchangeable for cash. The accumulation of RRP Card Points does not entitle Members to any vested rights and CPL does not guarantee in any way the continued availability of any reward, redemption level, rebate or any other benefit. CPL assumes no liability to Members as regards the addition or deletion of items from or for which RRP Card Points can be collected and/or redeemed.

RRP Loyalty Program benefits are not transferable to any other person(s), this includes RRP Card Point transfers and change of account name. RRP Card Points cannot be assigned, exchanged, traded, bartered, purchased or given as a gift or otherwise sold.

To check a Member's earned RRP Card Points balance, a Member must present their RRP Card a valid ID and enter their security PIN over the counter through any RRP customer service counters at any of the Participating Stores.

CPL reserves the right to exempt specific products from earning RRP Card Points. Brand Infant Formula and/or Gift Cards do not earn RRP Card Points.

Redeemed items found to be faulty or damaged must be returned with the original receipt within seven (7) days from the date of collection.

Redeemed items are non-refundable through a reversal of RRP Card Points. A replacement item with the same value of RRP Card Points can be redeemed.

CPL shall not be liable for fraud, misuse, or other misconduct involving the earning and redemption or use of RRP Card Points.

RRP Card Points will not be awarded if in CPL's reasonable opinion the items purchased by the Member will be used for resale or commercial use and any RRP Card Points awarded on such purchases will be forfeited. If a Member was awarded RRP Card Points for an offer or promotion in which a Member purchased items in excess of reasonable quantities, the RRP Card Points awarded as a result of that offer or promotion may be forfeited without prior notice and the Member's account may be suspended or closed.

Members are solely and entirely responsible for keeping their RRP Card and account secure. Any RRP Card Points issued to a Member in error, may be subsequently deducted from the Members account by CPL. This decision is at the discretion of CPL and no discussion will be entered into.

RRP Card Points cannot be earned on transactions involving the redemption of already existing RRP Card Points.

V. Bonus Points

During promotional periods announced from time to time by CPL, the number of RRP Card Points earned per kina spent may increase during such promotional periods, which will be clearly defined campaigns within the Participating Stores with start and end dates specified and—in the event of no end date being specified, CPL reserves the right to end the promotional period increased RRP Card Points earning in CPL's own discretion.

CPL may, from time to time, elect to advertise or offer Members exclusive offers to redeem RRP Card Points for items other than a discount reward, or to receive other benefits or discounts.

VI. Lost, Damaged, or Stolen RRP Cards

In case of lost or stolen RRP Card, the Member must immediately report the said incident to CPL by sending an e-mail or call to RRP Customer Support Hotline: 73734130 / Email: rpsupport@cpl.com.pg

Upon receipt of the report, CPL will block the lost or stolen RRP Card/account in its system and thereafter issue a confirmation receipt to the Member. Prior to the issuance of the confirmation receipt, CPL shall not be liable for a Member's lost or redeemed RRP Card Points.

The lost or stolen RRP Card will be replaced by CPL at a fee of K10.00 payable by the Member. A damaged RRP Card will be replaced by CPL free of charge and must be returned by the Member to CPL at the time of replacement.

Accumulated but unredeemed RRP Card Points in the lost /damaged/stolen RRP Card shall be carried over to the replacement RRP Card.

Issuance of replacement RRP Cards shall be subject to CPL guidelines on lost, stolen, or damaged cards as published from time to time.

VII. Points and Account Updates

CPL will use reasonable endeavours to update a Member's account with gained RRP Card Points within a period of twenty-four (24) hours after they are earned.

Accounts of Members that have been inactive for more than two (2) years will be considered closed and will be removed from CPL's database without notice. Once an account is deemed to be closed, all RRP Card Points in such account may, in CPL's sole discretion, be deemed to have been forfeited by such Member, with or without notice.

VIII. Privacy

CPL is committed to protecting Members' privacy. CPL will maintain the privacy and security of all personal information collected from Members, including, but not limited to: name, address, email address, telephone numbers, date of birth, account number and purchasing information ("Personal Information").

Members agree and understand that by providing CPL with their Personal Information and participating in the RRP Loyalty Program, they consent to CPL collecting, holding, using, and disclosing such Personal Information in accordance with these RRP Terms and Conditions, including but not limited to;

i) the collection and use of this information and that as part of providing the RRP Loyalty Program to Members, CPL may need to provide you with certain communications, such as service announcements and administrative messages. These communications are considered part of the RRP Loyalty Program and your account; and

ii) the disclosure of Personal Information to third party service providers for the purpose of enabling them to provide their services, including (without limitation) IT service providers, data storage, hosting and server providers, ad networks, analytics, error loggers, debt collectors, maintenance or problem-solving providers, marketing or advertising providers, professional advisors and payment systems operators, CPL employees, contractors and/or related entities and regulatory authorities and third parties to collect and process data.

Notwithstanding the foregoing and although CPL will use all reasonable efforts to safeguard the confidentiality of all Members' Personal Information, CPL have no liability for any disclosure of a Member's Personal Information due to errors in transmission or unauthorized acts of third parties.

IX. Waiver

Every effort has been made to ensure that the information herein is correct. CPL is not responsible for any errors or omissions in printed copies of these Terms and Conditions nor those published from time to time on its website and/or on its other social medial platforms. Any waiver by CPL of the strict observance, performance or compliance by a Member with any of the RRP Terms and Conditions contained herein, either expressly granted or by course of conduct, shall be effective only in the specific instance and shall not be deemed to be a waiver of any rights or remedies of CPL as a result of any other failure to observe, perform or comply with the RRP Terms and Conditions. No delay or omission by CPL in exercising any right or remedy hereunder shall operate as waiver thereof or of any other right or remedy.

In the event that any provision in these RRP Terms and Conditions is determined to be invalid, illegal, or unenforceable, such determination shall not affect the validity and enforceability of any other remaining provisions of these RRP Terms and Conditions.

X. Warranties and Liability

All conditions, warranties, guarantees, rights, remedies, liabilities or other terms that may be implied or imposed by custom, under general law or by statute, whether expressed or implied, as to the condition, suitability, quality, fitness or safety of any goods or services supplied under, or pursuant to, RRP Loyalty Program, are expressly excluded to the extent permitted by law.

Nothing contained in these RRP Terms and Conditions excludes, restricts or modifies the application of any condition, warranty, or other obligation, the exercise of any right or remedy, or the imposition of any liability under any other National, Provincial or Local Government legislation ('Acts') where to do so is unlawful. To the full extent permitted by law, where the benefit of any such condition, warranty, or other obligation is conferred upon the Member pursuant to any of the Acts, CPL's sole liability for breach of any such condition, warranty or other obligation is limited to:

i) In the case of goods, supplying the goods or services again or payment of the cost of having the good or services supplied again;

ii) In the case relating to any claim relating to RRP Card Points, to crediting that number of RRP Card Points, to the Member's account;

iii) In the case of any claim relating to a reward, to crediting the number of points redeemable for that reward to a Member's RRP Loyalty Program.

To the extent permitted by law, CPL will not be liable to the Member (or any other persons claiming under or through a Member) or any third party for;

i) any personal injury or death to the customer or third person

ii) indirect, consequential, incidental, special or exemplary damages, expenses, losses or liabilities

iii) the loss, theft, destruction of an RRP Loyalty Program Card or any other reward, gift, RRP Card Point or benefit.

iv) Any delay in replacing a reward, gift, RRP Card Points or benefit arising out of relating to, or connected to the provision of use of RRP Loyalty Program or any reward, RRP Card Point, goods or service supplied by CPL.

CPL shall not be liable to the Member or third party for any delay or non-performance of its obligations under these RRP Terms and Conditions arising from any cause beyond its control including, without limitation, an act of God, government act, war, fire, flood, storm, explosion, epidemic, pandemic or civil commotion, malicious damage, compliance with any law or government order, rule, regulation or direction, accident, breakdown of plant or machinery, or default by or act of omission of a third party provider, hosting or data center providers or other suppliers or sub-contractors.

XI. Governing Law

This Agreement is governed by and must be construed in accordance with the laws of the Independent State of Papua New Guinea. The parties submit to the exclusive jurisdiction of the courts of the Independent State of Papua New Guinea in respect of all matters or things arising out of this Agreement.

XII. General

CPL expressly reserves the right to withdraw or decline membership at any time and/or to terminate the RRP Loyalty Program in its entirety or to change these RRP Loyalty Program Terms and Conditions at any time, including but not limited to limiting, altering, or amending the RRP Loyalty Program conditions of operation, RRP Card Points base value, benefits value, expiry dates, or the manner in which the RRP Loyalty Program rewards, benefits, RRP Card Points, gifts, benefits, or offers are earned or redeemed without any liability to the Member or any third party. Any other relevant guidelines, promotions, and offerings for earning and using RRP Card points are provided in the social media platforms and collaterals posted by CPL, which may be updated from time to time.

A notice or communication shall be deemed to be given by CPL if it is sent to a member's e-mail, postal address listed under their membership account or otherwise posting it on CPL's website or other social media platforms.

City Pharmacy Limited (Company No. 1-11575) is the operator and owner of the RRP Loyalty Program. Any communications to CPL can be posted to City Pharmacy Limited at Section 38, Allotment 33, Waigani Drive, Port Moresby, National Capital District, Papua New Guinea.

Please visit www.cpl.com.pg for the latest version of these Terms and Conditions.

CALL CUSTOMER SUPPORT HOTLINES:

FOR ENQUIRIES:

Mobile: 73734130

Email: rpsupport@cpl.com.pg

