

## **Definitions and Interpretation**

1. The JUMBO Rewards Programme ("Programme") is a loyalty programme by the JUMBO Group (collectively referred to as "JUMBO") that can be used to obtain discounts and/or accumulate JUMBO \$ ("J\$") for enjoying benefits or privileges ("Rewards") subject to the terms and conditions herein.
2. Failure by any Rewards Member to comply with these terms and conditions shall entitle JUMBO to refuse such Rewards Member any Reward(s) which he may have been accorded under the Programme and/or to terminate such Rewards Member's account.
3. A membership fee of S\$20.00 (price inclusive of GST) is payable for all applications. All application forms must be completed in full and must contain details required by JUMBO for purposes of administering the membership. Membership under the Programme shall be valid for lifetime from the date of successful activation of the membership into the Programme ("Membership Term").
4. Any individual person aged eighteen (18) or above, who is a Singaporean or Singapore Permanent Resident and who has a Singapore address and a Singapore mobile number is eligible to apply to be a Rewards Member. However, JUMBO reserves the right to reject any application without giving any reason whatsoever.
5. Prevailing details on applicable discounts and the benefits or privileges available to Rewards Members (including how J\$ can be accumulated and Rewards redeemed) shall be published from time to time.
6. Words importing the singular shall include the plural and vice versa and words importing one gender shall include the other gender. References to an Act shall include any modification, extension or re-enactment thereof then in force and all instruments, orders and regulations then in force and made under or deriving validity from the relevant Act or provision.

7. Rewards Members must provide their registered mobile number at participating dining concepts before making payment, failing which no J\$ shall be credited into the Rewards Member's account nor will any discounts, Rewards or redemptions be allowed. Previous or backdated receipts are not valid for J\$ accumulation.

8. Benefits and/or privileges ("Rewards") on JUMBO Rewards Membership Programme are not applicable to corporate membership accounts for all purposes, unless stated otherwise.

### JUMBO Membership Tiers

9. There are 3 tiers of membership applicable to Rewards Members, based on their annual spending at the following participating JUMBO restaurants: JUMBO Seafood, Chui Huay Lim Teochew Cuisine, Zui Yu Xuan Teochew Cuisine and selected NG AH SIO Bak Kut Teh outlets (at Rangoon Road and Chui Huay Lim Club only). For the avoidance of doubt, the Programme shall not be applicable at Singapore Seafood Republic, NG AH SIO Bak Kut Teh at MBS and RWS and Chao Ting.

10. The detailed information, and eligible Rewards in relation to the Classic, Gold, and Platinum Membership Tiers are set out in the JUMBO Group website (<https://www.jumbogroup.sg/en/rewards-programme>) ("JGW") and as may be amended from time to time at the sole discretion of JUMBO.

11. The annual spending amount of each Rewards Member ("Annual Spending") shall be calculated based on a period of 12 calendar months commencing on (i) the date of registration to the Programme or (ii) the date on which the Membership Tier is upgraded (where applicable) ("Membership Tier Cycle").

12. Upon achieving the applicable Annual Spending amount (as set out in clauses 9 and 10 above), each Rewards Member shall be automatically upgraded to the next applicable JUMBO Membership Tier. A new Membership Tier Cycle of 12 calendar months will commence on the

date on which the Membership Tier is upgraded. JUMBO will notify the Rewards Member of the upgrade by email.

13. Each Rewards Member is required to accumulate the applicable Annual Spending to maintain his/ her JUMBO Membership Tier (as set out in clauses 9 and 10 above). Where a Rewards Member does not accumulate the minimum Annual Spending for his/her Membership Tier within the Membership Year, the Rewards Member's Membership Tier will be downgraded by 1 Membership Tier. For example, where a Platinum Tier Rewards Member accumulates an Annual Spending of S\$500 in a Membership Year, his Membership Tier will fall from Platinum Tier to Gold Tier.

14. For more information on JUMBO Rewards (such as J\$ Rebates, the membership benefits of each Membership Tier, etc), the upgrading, maintenance, or downgrading of Membership Tiers, kindly refer to the details, which may be found at the JGW.

### **JUMBO Rewards**

15. J\$ Rebates – Earn 5% rebate (Classic membership tier) or 10% rebate (Gold and Platinum membership tier) for every Singapore Dollar spent (amount before service charge and goods & services tax, and after application of redemptions, vouchers and coupons) at JUMBO Seafood, Chui Huay Lim Teochew Cuisine, Zui Yu Xuan Teochew Cuisine and selected NG AH SIO Bak Kut Teh outlets (at Rangoon Road and Chui Huay Lim Club only), maximum capped at \$5,000 per bill.

16. Redeem up to 100% of bill (amount after service charge and goods & services tax) by using J\$ at JUMBO Seafood, Chui Huay Lim Teochew Cuisine, Zui Yu Xuan Teochew Cuisine and selected NG AH SIO Bak Kut Teh outlets (at Rangoon Road and Chui Huay Lim Club only). Any balance amount payable (before service charge and goods & services tax) will be rebated and credited as J\$ according to the membership tier rebates.

17. J\$ redemption is applicable at any JUMBO Seafood, Chui Huay Lim

Teochew Cuisine, Zui Yu Xuan Teochew Cuisine and selected NG AH SIO Bak Kut Teh (Rangoon Road and Chui Huay Lim Club). J\$ redemption is not applicable on the eve of, and during the 15 days of Chinese New Year.

18. Digital birthday vouchers worth S\$220 will be credited into the Member's account 14 days before the Member's registered birthday ("MRB") and shall remain valid until 14 days after the MRB.:

- A. \$100 JUMBO Seafood digital birthday voucher (valid for one-time use with a minimum spend of S\$200 before service charge and taxes at any JUMBO Seafood restaurants)
- B. \$100 Zui Teochew Cuisine digital birthday voucher (valid for one-time use with a minimum spend of \$200 before service charge and taxes at Chui Huay Lim Teochew Cuisine or Zui Yu Xuan Teochew Cuisine restaurant)
- C. S\$20 NG AH SIO Bak Kut Teh digital birthday voucher (valid for one-time use with a minimum spend of S\$40 before service charge and taxes at Rangoon Road or Chui Huay Lim Club outlets.)

19. Members who sign up for new membership on a date falling less than 15 days before their birthday will only be entitled to the digital birthday vouchers in the subsequent one year from the date of registration.

20. Discounts, privileges and J\$ may not be used or redeemed concurrently in the same visit and in the same bill, nor can they be used or redeemed in conjunction with any other discounts, promotions or offers (including vouchers and coupons) in the same bill.

### **Redemption of Rewards**

21. The Rewards Member may use unexpired J\$ to redeem Rewards in accordance with prevailing offers or programmes. Redemption of

Rewards is subject to the Rewards Member having sufficient J\$ and is subject to availability.

22. As all Rewards are subject to availability, JUMBO reserves the right to cancel, change, substitute or remove the Rewards or make amendments to, change or substitute the Rewards conditions from time to time at its absolute discretion, without notice to the Rewards Member.

23. JUMBO also reserves the right to adjust the J\$ required for redemption of Rewards, irrespective of whether it is an upward or downward adjustment of J\$ from time to time at its absolute discretion, without giving any prior notice to the Rewards Member.

24. If the Rewards Member is requested by JUMBO Seafood, Chui Huay Lim Teochew Cuisine, Zui Yu Xuan Teochew Cuisine restaurants and selected NG AH SIO Bak Kut Teh (Rangoon Road and Chui Huay Lim Club) outlets to pay any taxes, levies, duties, Goods and Services Tax ("GST") or service charge (collectively referred to as "Taxes") in relation to the Rewards, such Taxes shall be borne solely by the Rewards Member.

25. Redeemed Rewards cannot be returned or exchanged for other Rewards and are not refundable for cash or credit under any circumstances whatsoever. In the event that JUMBO agrees at its sole discretion to allow the above, JUMBO reserves the right to charge the Rewards Member a fee.

26. Only the principal Rewards Member may effect redemptions and enjoy the privileges for qualifying purchases. Promotional discounts, privileges and Rewards may not be used or redeemed concurrently in the same visit. All redemptions shall be irrevocable, irreversible and shall not be refunded or transferred back to the Rewards Member's account under any circumstances whatsoever. The necessary J\$ shall be deducted from the Rewards Member's account.

27. For verification purposes, Rewards Members shall quote their

registered mobile number and may be asked to present other forms of identification such as Credit/Debit Cards at any JUMBO Seafood, Chui Huay Lim Teochew Cuisine, Zui Yu Xuan Teochew Cuisine restaurants and selected NG AH SIO Bak Kut Teh (Rangoon Road and Chui Huay Lim Club) outlets at which collection of redemption is made. The Rewards Member is to take note that if the above materials are not provided at the time of redemption; he shall not be allowed to collect the redemption vouchers.

28. Rewards Members are to take note that JUMBO shall have the sole right and discretion to restrict the number of redemptions that a Rewards Member is allowed to make per Rewards Member per day.

29. Redemptions can only be made within the redemption periods and/or times as determined by JUMBO or as stipulated on the relevant voucher. Rewards Members are to adhere strictly to the stipulated redemption periods and/or times, failing which no redemption or exchange shall be allowed under any circumstances.

30. Notwithstanding any other provision contained herein and without prejudice to any other rights contained herein JUMBO reserves the right at its sole discretion to deduct any J\$ from the Rewards Member's account and/or refuse to allow the Rewards Member to effect any redemption and/or to recall any redemption made by the Rewards Member if any voucher has been erroneously sent to the Rewards Member and/or any J\$ have been erroneously awarded to the Rewards Member due to system faults or failure or for any other reason whatsoever.

### **Validity of J\$\$**

31. J\$ may only be redeemed and utilised during the relevant Membership Tier Cycle (i.e. for a period of 12 months from the date of registration and/or from the date of Membership Tier upgrade). In the event a Rewards Member is upgraded to the next Membership Tier, all valid J\$ accumulated in the previous Membership Tier Cycle shall roll over into the next Membership Tier Cycle and shall similarly be valid

for the next Membership Tier Cycle. J\$ which remain unredeemed within the Membership Tier Cycle may be redeemed and utilized within a further grace period of 31 days from the date of expiry (“Grace Period”). Any J\$ which remain unredeemed after the Grace Period shall be forfeited. For the avoidance of doubt, there shall be strictly no extension of J\$ after the Grace Period.

32. Rewards Members may accumulate J\$ on certain purchases made at JUMBO Seafood, Chui Huay Lim Teochew Cuisine, Zui Yu Xuan Teochew Cuisine and selected NG AH SIO Bak Kut Teh outlets (at Rangoon Road and Chui Huay Lim Club only) at which it is accepted, except for purchases which JUMBO at its sole discretion determines shall not be eligible for J\$ accumulation.

33. For qualifying purchases, every dollar spent shall entitle the Rewards Member to earn rebates based on the membership tier privileges. JUMBO reserves the right to amend, vary or modify the J\$ exchange rate at any time without prior notice.

34. J\$ shall be issued on the amount of the qualifying purchase. The amount refers to the amount payable by the Rewards Member after the application of all relevant discounts, redemptions, vouchers and coupons and before service charge and any applicable taxes including GST.

35. J\$ have no cash and/or monetary value. J\$ can only be credited into the Rewards Member's account and are not transferable under any circumstances. In the event that the Rewards Member does not want the J\$ to be credited into his account, the J\$ shall be forfeited. J\$ cannot and will not under any circumstances whatsoever be credited into another Rewards Member's account. For the avoidance of doubt, there shall be strictly no extension of J\$ after the Grace Period.

#### **Lost / Missing / Damage Voucher**

36. Defaced/damaged vouchers are invalid and JUMBO reserves the right not to entertain any claims for defaced/damaged and lost vouchers.

### **Rewards Members' Information**

37. Rewards Members shall inform JUMBO of any change of their contact particulars such as their contact number (mobile number) and address. Where notice is required to be given to a Rewards Member, such notice shall be deemed to have been given by JUMBO to a Rewards Member if it is sent to any email address and/or mobile telephone number provided by the Rewards Member that is on record with JUMBO; or the latest address of the Rewards Member that is on record with JUMBO:

- (a) on the day of delivery, if sent by hand; or
- (b) on the next day after posting, if sent by post.
- (c) on the day of sending, if sent by email / SMS

### **Personal Data Protection**

38. The Rewards Member agrees that JUMBO, our affiliates, related entities, and third parties acting on our behalf, may collect, use and disclose your personal data, which you have provided at the members' portal at <https://rewards.jumbogroup.sg>, for providing marketing material that you have agreed to receive, in accordance with the Personal Data Protection Act 2012 and our Privacy Policy.

39. By signing up as a Rewards Member, the Rewards Member agrees to JUMBO collecting, using, disclosing and processing the Rewards Member's personal data (i) to process the Rewards Member's application to register for the JUMBO Rewards Programme ("JRP"); (ii) for the purposes of communicating with the Rewards Member concerning the JRP; (iii) for purposes related to the administration and management of the JRP; and (iv) to send the Rewards Member updates of news and offers if the Rewards Member has opted to receive it. The Rewards Member's personal data may also be used in response to requests by any government or law enforcement authorities conducting an investigation.

40. Should a Rewards Member wish to withdraw his or her consent to



receive promotional materials and updates from JUMBO, they may make a request by email to JUMBO at [rewards@jumbogroup.com.sg](mailto:rewards@jumbogroup.com.sg) or by calling 6265 8626. JUMBO reserves the right to request for further information as appropriate and may take up to 14 days to process such request.

### **Cancellation, Termination and Suspension**

41. JUMBO may at any time without assigning any reason whatsoever and without prior notice cancel, suspend and/or terminate the Programme. The Rewards Member shall not be entitled to any compensation for any such cancellation, suspension and/or termination. Unutilised J\$s shall be invalidated forthwith upon cancellation, suspension and/or termination of the Programme.

42. JUMBO may at any time without assigning any reason whatsoever and without prior notice cancel, suspend and/or terminate any Rewards Member's account in relation thereto. The Rewards Member shall not be entitled to any compensation for any such cancellation, suspension and/or termination. Unutilised J\$ shall be invalidated forthwith upon such cancellation, suspension and/or termination.

43. A Rewards Member may terminate membership in the Programme at any time by informing JUMBO in writing at [rewards@jumbogroup.com.sg](mailto:rewards@jumbogroup.com.sg). Upon termination of the membership in the Programme, all unutilised J\$ shall be invalidated.

### **Exclusion**

44. No warranty or indemnity of any kind is given by JUMBO in respect of the Rewards and all conditions, warranties, stipulations or other statements whatsoever, whether express or implied, from a course of dealing or usage of trade, by statute, at common law or otherwise, including but not limited to warranties as to merchantability and fitness for purpose, are hereby excluded, provided that nothing herein shall exclude, restrict or modify any warranty which may at any time be implied by statute where to do so would be illegal or would render these

terms and conditions void.

45. JUMBO shall not be liable for any loss, damage, liabilities or injury suffered by Rewards Members, their family or third parties as a result of their participation in the Programme or use of the Rewards.

46. JUMBO shall not be liable for any loss or damage suffered by the Rewards Member by reason of:

(a) any loss or theft of or damage to any Reward sent to the Rewards Member by post;

(b) any failure or omission to notify the Rewards Member of any changes in the Programme and/or the details relating to accumulation of J\$ and/or redemption of Rewards; and

(c) any event or occurrence beyond the control of JUMBO;

47. JUMBO shall not be liable for any erroneous crediting or debiting of or failure to credit or debit J\$, any duplicate transactions, any loss of accumulated J\$ or any other loss whatsoever suffered by the Rewards Member whether as a result of any breakdown, or failure of any machine, data processing or communication system or transmission link or an inability to retrieve any information or data from the computer system or for any reason whatsoever.

48. In no event shall JUMBO be liable in contract (including without limitation breach of contract or breach of warranty), tort (including without limitation negligence or breach of statutory duty) or otherwise for any indirect, incidental, special or consequential losses, damages or liabilities arising out of or in connection with the Rewards Member's membership in the Programme.

### **Assignment**

49. No rights of any Rewards Member, including but not limited to membership in the Programme, may be assigned or otherwise disposed of.

50. JUMBO may at any time assign all or any part of its rights and/or

obligations relating to any member's account without the prior consent of any Rewards Member.

51. JUMBO may without notice to the Rewards Member amend, vary, add to, modify or replace any aspect of the Programme, including the terms and conditions herein and/or the published details relating to the enjoyment of benefits and/or privileges (including the accumulation of J\$s and the redemption of Rewards), without being liable to the Rewards Member in any manner whatsoever. Notice sent via electronic mail to the Rewards Member's electronic mail address, by the posting on JUMBO's website or at any JUMBO Seafood restaurant and selected participating dining concepts or by the posting of advertisements in major newspapers in Singapore shall be deemed to be sufficient written notice for the purposes of this clause.

52. No delay or omission on JUMBO's part in exercising any right, power, privilege or remedy in respect of these terms and conditions shall impair such right, power, privilege or remedy or be construed as a waiver of it nor shall any single or partial exercise of any such right, power, privilege or remedy preclude any further exercise of it or the exercise of any other right, power, privilege or remedy.

### General

53. JUMBO may, at any time in its sole discretion and without assigning any reason, discriminate between different Rewards Members in that benefits or privileges may be offered or granted to certain categories of Rewards Members but not to others.

54. In the event that any provision or condition herein shall be or at any time shall become invalid, illegal or unenforceable in any respect under any law, such invalidity, illegality or unenforceability shall not in any way affect or Impair any other provisions or conditions herein and these terms and conditions shall be construed as if such invalid or illegal or unenforceable provision or condition had never been contained herein.

55. Nothing in this Agreement shall constitute or be deemed to

constitute a partnership or agency between the parties or constitute or be deemed to qualify any Rewards Member as an agent of JUMBO or any of its affiliates, for any purpose whatsoever. No Rewards Member shall have the authority or power to bind JUMBO or any of its affiliates, or to contract in the name of, or create a liability against, JUMBO or any of its affiliates.

56. Where a Rewards Member is incapable or rendered incapable, by reason of death, mental disorder or permanent disability, of managing and administering his property, affairs and estate, all unutilised J\$ of such Rewards Member shall be automatically invalidated and shall not inure to the benefit of the representatives and/or the estate of the Rewards Member.

57. The Rewards Member is to take note that in the event of any changes to its particulars or delivery address, JUMBO shall have the right to direct all future correspondences or Rewards to the new address provided. The Rewards Member shall immediately contact JUMBO in the event that he fails to receive his statements, vouchers or Rewards from JUMBO. In the event of any fraud or theft as a result of the above, JUMBO shall not be responsible or liable for any transactions effected prior to the receipt by JUMBO of such notice and JUMBO shall have the right to debit the Rewards Member's account for any and all redemption that was affected prior to such notification.

58. Without prejudice to any of the other provisions of these terms and conditions and to any other rights and remedies which JUMBO may possess, the Rewards Member shall at all times be liable for and shall indemnify JUMBO against all costs and expenses (including legal costs on a full indemnity basis) which JUMBO may sustain, incur, suffer or pay in protecting or enforcing any rights under these terms and conditions.

59. A person who is not a party to any agreement governed by these terms and conditions shall have no right under the Contracts (Rights of Third Parties) Act to enforce any of these terms and conditions.

60. These terms and conditions shall be governed by and construed in accordance with the laws of Singapore and all Rewards Members hereby irrevocably submit to the non-exclusive jurisdiction of the courts of Singapore.