

GENERAL BUSINESS TERMS AND CONDITIONS FOR LYONESS MEMBERS

Version: April 2012

Introduction

Lyoness Asia Limited, with its registered office at Suite 2607-12, 26th Floor, Tower 2, The Gateway, Harbour City, Tsim Sha Tsui, Kowloon, Hong Kong, and company number 1619260 registered with the Registrar of Companies of Hong Kong (Lyoness Asia) is a member of the Lyoness group of companies which operate an international shopping community which offers Lyoness Members (Members) the opportunity to receive benefits ("Lyoness Loyalty Program") through the purchase of goods and services from approved Lyoness retailers or service providers called Loyalty Merchants ("Loyalty Merchants").

This Agreement is between the Member and Lyoness Asia.

The affiliate of Lyoness Asia in Australia is Lyoness Australia Pty Ltd, ACN 154 275 546, of Suite 2, Level 30, 9 Castlereagh Street, Sydney NSW 2000. ("Lyoness Australia"). There is no contract or agreement whatsoever between the Member and Lyoness Australia.

A reference to Lyoness, we, us or our is a reference to Lyoness Asia.

A reference to you or your is a reference to a Member (including when a Member is acting as Recommending Person).

1. Object of the Agreement

1.1. To the extent permitted by these General Terms and Conditions (Agreement) you are entitled to participate in the Lyoness Loyalty Program with Lyoness Merchants using the types of shopping available through Lyoness Loyalty Program and you have the opportunity to benefit ("Member Benefits"). You may also recommend the Lyoness Loyalty Program to others, being Direct or Indirect Members within the meaning of Clause 7.3 ("Recommending Person") but you are under no obligation to recruit further members to participate in the Lyoness Loyalty Program.

1.2. Details of goods and services purchased by a Member from Loyalty Merchants ("Purchases") are recorded by Lyoness for the purposes of administering the Lyoness Loyalty Program. You may shop with Loyalty Merchants by using the Lyoness Cashback Card, Mobile Vouchers from Loyalty Merchants, Original Vouchers and Gift Cards from Loyalty Merchants, or online shopping with our Loyalty Merchants.

2. Interpretation

2.1. Upon acceptance by Lyoness of your application for membership, as a Member you will then be assigned a membership number („ID-number“) which entitles a Member to participate in the Lyoness Loyalty Program. You will initially receive a Test Membership in accordance with Clause 14.1. Only Purchases made by Members (possessing a valid ID-number) are taken into account for the purposes of the Lyoness Loyalty Program.

2.2. The terms of your printed Lyoness registration flyer or the Online Lyoness registration form, as well as these General Business Terms and Conditions, govern your membership of the Lyoness Loyalty Program. Clause 7.5 applies to the Extended Member Benefits where applicable. Subject to Clause 15, a deviation from these will not be accepted by Lyoness.

2.3. You declare that information you have supplied to Lyoness is truthful and accurate and that you will indemnify and hold Lyoness harmless in circumstances where you have supplied or attempted to supply false or misleading information to Lyoness or made any misrepresentations to Lyoness.

2.4. You will inform Lyoness promptly of any changes to your personal information (including residential address, mailing address, bank account details, telephone number).

2.5. Individual Members may only hold one membership of the Lyoness Loyalty Program at any time (i.e. each person is assigned a separate ID-number). Individual Members must supply their primary residential address and corporate Members must supply their registered office address. In the event of multiple registration, the newest registration will be deleted and any accrued Member Benefits derived from a Member's multiple registration are forfeited. Lyoness also reserves the right to immediately terminate a Member's membership of the Lyoness Loyalty Program if a Member is registered more than once.

3. Legal relationship

3.1. Nothing in this Agreement will be construed as to create a relationship of employment, agency or partnership between Lyoness and the Member (including, for the avoidance of doubt, when a Member is acting as Recommending Person). There is no obligation on a Member at any time to participate in the Lyoness Loyalty Program or to recommend or recruit further Members, and the Member acting in the capacity of Recommending Person acts independently of Lyoness. Given a Recommending Person's independent obligations and responsibilities, the Recommending Person must comply with all applicable laws (including privacy laws and consumer protection laws) and codes of conduct.

3.2. The Member has the opportunity to obtain Member Benefits from the Lyoness Loyalty Program without the right to any further compensation or to reimbursement of any type of expenses whatsoever.

3.3. You (including, for the avoidance of doubt, Members when acting as Recommending Person) are not permitted to represent, bind or commit Lyoness, or purport to represent, bind or commit Lyoness, in particular not to make or to receive statements for or on behalf of Lyoness arising out of or in connection with the Lyoness Loyalty Program and/or in the course of introducing or recommending new Members to the Lyoness Loyalty Program. You also are not permitted to receive cash or to carry out the collection of money for or on behalf of Lyoness.

3.4. You are not authorized, without the prior written approval of Lyoness, to:

- use our name, trade marks, brands, logos, style and colours, look and feel of CashBack Cards or Vouchers or any printed matter or similar materials from Lyoness or from Loyalty Merchants,
- use your Lyoness Cashback card or Vouchers, or any printed or other material bearing our name, marks or logos, in any manner that states or implies that any person, website, business or product is endorsed or sponsored by or otherwise affiliated with Lyoness, our Loyalty Merchants or our affiliates,
- prepare business cards, presentations, videos, audio files, screenshots, web content, media content, flyers, prospectuses, websites, advertising materials, large scale mail shots, mailings, home pages or similar concerning Lyoness or concerning the Lyoness Loyalty Program, to distribute them in written, electronic form or in some other miscellaneous manner or to make them publicly accessible (e.g. on internet sites such as YouTube or Facebook),
- carry out public meetings concerning Lyoness or the Lyoness Loyalty Program, such as, for example, information events, events, workshops, seminars, etc.,
- recruit or attempt to recruit retailers, wholesale and other miscellaneous traders, as well as other companies or businesses which offer goods or services to consumers including but not limited to petrol stations, franchisees and department stores, as Loyalty Merchants or members, or to carry out negotiations or preliminary discussions or to pursue any advertising, marketing or promotional activity (including without limitation in websites, internet advertisements, direct mail, telemarketing, newspaper and magazine advertisements or promotional activity on or in close proximity to the premises or offices of these types of companies or businesses) for the purposes of recruitment or attempted recruitment to the Lyoness Loyalty Program.

4. Lyoness Loyalty Program

4.1. In accordance with this Agreement, as a Member, you have the opportunity to acquire Member Benefits outlined in Clause 7 through Purchases made with approved Loyalty Merchants using the shopping options identified in Clause 4.3.

4.2. As part of the Lyoness Loyalty Program, Lyoness' arrangements with Loyalty Merchants give Lyoness the opportunity to offer Member Benefits. Lyoness will use reasonable endeavours to continuously expand the international network of Loyalty Merchants for the continual benefit of its Members. A full list of current Loyalty Merchants is available online at www.lyoness.com.au and from Lyoness Australia.

4.3. For the purposes of the Lyoness Loyalty Program, Members may shop with Loyalty Merchants by using:

- Cashback Card: This is not a means of payment, but serves solely to record data of Purchases by Members at Loyalty Merchants and this data is used by Lyoness for calculating Member Benefits. The Cashback Card is available to Members as a plastic card or as a mobile App.
- Mobile Vouchers: These can be retrieved with the Lyoness mobile App using a mobile terminal (smartphones, tablets etc.). Lyoness provides the mobile Vouchers of the Loyalty Merchants in return for payment in advance. The mobile Vouchers of the Loyalty Merchants can then be used by Members to make Purchases and by Lyoness to calculate any Member Benefits arising from these Purchases using the Voucher order.
- Original Vouchers or Gift Cards: These are available for purchase by Members either in writing to Lyoness, by telephone, online from Lyoness or from Voucher sales outlets (www.lyoness.com.au). Following payment in full, Lyoness supplies a Member with the Original Vouchers or Gift Cards of the Loyalty Merchants and will calculate

the applicable Member Benefit.

- Online Shopping using the applicable Lyonesse website: select the Online Shop of the Loyalty Merchant via www.lyonesse.com.au and log-in using your Lyonesse access data. The data from your online Purchases with Loyalty Merchants is recorded via an online interface or cookies, and tracking is used by Lyonesse for calculating the applicable Member Benefit.

5. Ordering Lyonesse Vouchers

5.1. Lyonesse Original Vouchers and Gift Cards and Mobile Vouchers (Vouchers) are value and goods Vouchers of the Loyalty Merchants which can only be redeemed at the respective Loyalty Merchant. The equivalent value of an individual value or goods Voucher corresponds to the amount shown on the Voucher.

5.2. Ordering of Original Vouchers and Gift Cards requires a Member to use the approved printed Lyonesse Voucher Order Form or to order online at www.lyonesse.com.au (login area). Ordering of Mobile Vouchers requires a Member to use the Lyonesse App for mobile terminals (e.g. smartphone, tablet, etc.) or a browser at m.lyonesse.com.au.

5.3. You must quote your ID-number when purchasing Vouchers which you have ordered. Once Lyonesse receives payment in full, the Vouchers as ordered will be sent to the Member.

5.4. Members may also make "Down payments" for binding orders for Original Vouchers and Gift Cards. The benefits of a down payment only arise through participation in the Extended Member Benefits in accordance with Clause 7.5. The Original Vouchers and Gift Cards are only available to the Member following payment in full.

5.5. Original Vouchers and Gift Cards which are ordered and partially paid for in advance pursuant to Clause 5.4 can be subdivided into partial amounts. The Voucher for the partial amount is available to the Member as soon as the partial amount, minus the proportionate down payment, has been paid. If, for example, a down payment of 75 AUD is made for a Voucher for 1,500 AUD for a Loyalty Merchant, the Member can receive a partial Voucher for 150 AUD in advance by making a partial payment of 142,50 AUD. With this, there remains for the Member a down payment of 67,50 AUD on a Voucher of 1,350 AUD. Down payment and partial payment amounts are nevertheless dependent on the respective conditions agreed with each Loyalty Merchant.

5.6. Vouchers dispatched by Lyonesse are non-returnable and payments that have been made cannot be refunded, unless, that is, a case under Clause 6.1. exists; the right of cancellation under the provisions of the benefit of consumers including distance selling legislation remains unaffected (see in this regard consumer information and instructions on the right of cancellation).

The Loyalty Merchant is also not obliged to pay out balances in cash. In the event that Vouchers that the Member has collected from Lyonesse or already received by post or online are lost or stolen, Lyonesse shall assume no liability for a possible unlawful redemption, unless, that is, the Member has notified Lyonesse of the loss or theft and Lyonesse neglected to take reasonable measures to prevent the unlawful redemption.

5.7. Vouchers ordered from and sent by Lyonesse to the Member can only be redeemed in each case at the Loyalty Merchant specified by the Member when ordering the Voucher and at the Loyalty Merchant correspondingly named on the Voucher. The agreement concluded upon redemption of the Voucher comes into existence solely between the Loyalty Merchant (Voucher issuer) and the Member (Voucher owner). Lyonesse is not liable for claims arising from this contractual relationship.

5.8. Lyonesse reserves the right in its absolute discretion to decline orders for Vouchers.

5.9. Fully paid Vouchers dispatched by Lyonesse to the Member are freely transferrable, i.e. you can, for example, pass the Voucher on to any other person that you choose.

6. Service disruptions

6.1. The scope of services provided by Lyonesse is restricted to the carrying out of the Lyonesse Loyalty Program as described in Clauses 4. and 5. (registration, sale and dispatch of Vouchers from the Loyalty Merchants, settlement of the agreed conditions with the Loyalty Merchants etc.). To the maximum extent permitted by law, Lyonesse warrants, within the framework of the statutory consumer protections including statutory consumer guarantees or any other condition or warranty which may be implied by legislation and cannot be excluded, that the Vouchers purchased by a Member can be redeemed and used to fulfil the payment obligation arising from a Purchase made at a Loyalty Merchant. If this is not possible, the Member can exchange the Voucher at Lyonesse for the Voucher of another Loyalty Merchant (Member Benefits may differ, cf. Clause 7.6.).

6.2. The rights and obligations arising from a Member's Purchases in accordance with Clause 4.3, are the responsibility of the respective Loyalty Merchant. To the maximum extent permitted by law, Lyonesse assumes no warranty or liability in relation to the performance obligations of the applicable Loyalty Merchant regarding a Purchase (especially in the case of non-performance or improper performance by a Loyalty Merchant).

6.3. In the event of non-performance or improper performance by the Loyalty Merchant, the Member has no claim against Lyonesse for a complete or partial refund of the redeemed Voucher amount, for the issuing of a further Voucher, for a cash payment or any other miscellaneous remuneration or compensation. A Member must pursue these claims against the appropriate Loyalty Merchant.

7. Member Benefits from the Loyalty Program

7.1. By taking part in the Lyonesse Loyalty Program, a Member may take advantage of the Member Benefit applicable to each Purchase. The Member Benefits are based on the contractually agreed conditions between Lyonesse and the respective Loyalty Merchant. The percentage level of the Member Benefit varies according to the Loyalty Merchant, the sector and the region and you should check the appropriate Lyonesse website for the most up to date list of Loyalty Merchants. The Member Benefits comprise Cashback (Clause 7.2.), the Friendship Bonus (Clause 7.3.) and, where applicable, the Extended Member Benefits (Clause 7.5.).

7.2. Cashback: for Purchases which are recorded by Lyonesse in the Lyonesse Loyalty Program, the Member receives up to 2 % Cashback. The percentage specified by the respective Loyalty Merchant at www.lyonesse.com.au (login area) is valid for Cashback. Cashback payments take place in accordance with Clause 7.4.

7.3. Friendship Bonus: Members have the opportunity to benefit from the Lyonesse Friendship Bonus. For every Purchase made through the Lyonesse Loyalty Program with Loyalty Merchants by your Direct and Indirect Members, a Member has the opportunity to receive:

- a) Up to 0.5% direct friendship bonus (for Purchases made by your Direct Members, namely Members who were directly introduced by you as an existing Member)
- b) Up to 0.5% indirect friendship bonus (for Purchases by Indirect Members ie those Members who have been introduced by your Direct Members) – a Friendship Bonus does not accrue for other indirectly solicited Members.

The percentage specified by the respective Loyalty Merchant at www.lyonesse.com.au (login area) is valid for the Friendship Bonus. Friendship Bonus payments take place in accordance with Clause 7.4.

7.4. In the case that the Cashback card is used and for Purchases made via Loyalty Merchant Online Shops, Member Benefits arising from Purchases made which were settled by the Loyalty Merchant with Lyonesse by each Sunday, 2300 hours CET (Central European Time) are credited to the Member. Lyonesse ensures that the Loyalty Merchants settle, at the latest, within the three months following the Purchase. In the case that Vouchers are used, the Cashback amount is already credited to the Member following the receipt of the payment of the Voucher price by Lyonesse. The entitlement of the Member to the bank transfer of credits from Cashback and the Friendship Bonus exists for sums equal to or greater than the minimum bank transfer amount, in accordance with Clause 16.3. The Member is informed about the transferred amount by SMS/push-message each Tuesday.

7.5. Members moreover have, under certain conditions, the opportunity to receive Extended Member Benefits through their own Purchases and the Purchases made by all their Direct and Indirect Members or to become a Premium Member. The conditions that are applicable for the Extended Member Benefits, as well as the more detailed conditions for down payments, can be viewed at www.lyonesse.com.au (login area) in the personal online office.

7.6. Lyonesse uses its reasonable endeavours, through negotiating favourable shopping terms for and on behalf of its Members with Loyalty Merchants, to achieve the long term maintenance of Member Benefits or indeed to increase these benefits. Lyonesse is authorized, with a notice period of 4 weeks, to amend the Member Benefits afforded by individual Loyalty Merchants, provided that, and to the extent that the conditions agreed with the Loyalty Merchants are amended. The current applicable conditions are published at www.lyonesse.com.au (login area). For the calculation of the Member Benefits to which you are entitled, the conditions are to be used which, according to Clause 15.2, were applicable at the time point at which the Member paid for the Voucher in full or (for use of the Cashback Card or purchases in the Online Shop) made

the payment to the Loyalty Merchant in full.

8. Online Office & Services

8.1. Lyoneess offers every Member an Online Office on the Lyoneess Website free of charge at www.lyoneess.com.au (login area), where, after entering user name and password, you can, at any time, view your Purchases and Member Benefits as well as Lyoneess Members you have recommended. Lyoneess is only liable for a possible non-availability of the Lyoneess Website and the login area at www.lyoneess.com.au pursuant to Clause 11.

8.2. The access data for the use of the Online Office (user name, password and PIN) are to be kept secure by the Member and to be treated as strictly confidential. Access data must not under any circumstances be made available to third parties. You may change your personal settings and password at any time on the applicable Lyoneess website www.lyoneess.com.au (Login area).

8.3. You must report any unauthorised use of your online access to the Lyoneess website immediately to Lyoneess. Following the immediate locking of your access, you will in turn subsequently receive modified access data by SMS, E-Mail or by mail. To the maximum extent permitted by law, Lyoneess is not liable for any loss or damage (including indirect or consequential loss) suffered by a Member resulting from unauthorised use of the Lyoneess website according to Clause 11 except that Lyoneess accepts liability for direct losses incurred by a Member in the event of unauthorised use caused by intentional damage or negligence by Lyoneess.

9. Data protection

9.1. To the extent that it is necessary for administration of the Lyoneess Loyalty Program and the calculation of your Member Benefits, Lyoneess, as the responsible entity under data protection legislation, collects, stores, processes and uses the personal information collected on your application form and other information which you provide to Lyoneess. Within the context of calculating the Friendship Bonus and Extended Member Benefits, Lyoneess makes purchase volume data available to the Recommending Person. Provided that you give your consent, Lyoneess also uses your data for personalized information about offers and products from Lyoneess and Lyoneess Loyalty Merchants and can exchange anonymized, purchase-relevant data for the use of the Loyalty Program with the respective Loyalty Merchants which are located abroad, insofar as this is necessary for the implementation of the business relationship. Concerning possible data disclosure abroad, Lyoneess undertakes to guarantee the adequacy of data protection in the target country.

9.2. You have the right to demand to see, change or delete any of your information that may be used in accordance with this Agreement. All requests for access, amendments or deletion of this data should be sent in writing directly to Lyoneess or to Lyoneess Australia (office@lyoneess.com.au). To the greatest extent permitted by law, Lyoneess reserves the right to decline to process enquiries, in particular those which abuse rights, those which are repeated inappropriately often, are placed in a systematic manner or which threaten the data security of other Members.

9.3. Further information about what happens to the information you provide to us via our website or through any form of communication is set out in our Privacy Policy, available on our website www.lyoneess.com.au

9.4. Lyoneess will use its reasonable efforts to maintain the accuracy and confidentiality of any personal information you supply.

10. Privacy and Data Protection - Your Consent

Subject to your right to cancel your consent at any time by sending a notice by email to office@lyoneess.com.au, you agree - that Lyoneess may collect personal data concerning your purchasing behaviour (interests and preferences etc.) as part of our routine administration of the Lyoneess Loyalty Program and compliance with the law and use this information to:

- a) Provide services to you including providing you with our newsletters or third party offers/promotions, SMS updates, processing your Cashback reward checks and maintaining your member account;
- b) Research, develop, administer, protect and improve our services including our internal mailing and databases;
- c) Administer any other communications only when explicitly requested by you.

You also agree that for the purpose of administering the Lyoneess Loyalty Program, providing and improving its services or as otherwise required by law, Lyoneess may disclose personal information received from you via its website or as part of its Loyalty Program (including without limitation the volume of your Purchases) to our related companies, business partners or professional advisers or third parties such as your Recommending Person and, if applicable, abroad.

11. Liability

11.1. To the fullest extent permitted by law, Lyoneess and any of its affiliates is only liable for direct loss or damage suffered as a result of gross negligence or wilful damage by Lyoneess.

11.2. Other claims for damages are excluded subject to the ensuing Clause 11.4. To the fullest extent permitted by law, Lyoneess does not accept any liability whatsoever for the following:

- disruptions to the availability of access by the member to the internet
- other technical and electronic errors (i) during a data transmission via the internet as well as (ii) during the use of the Lyoneess internet portal, the Lyoneess SMS service and Lyoneess applications for mobile terminals, provided that these errors do not lie within the area of responsibility of Lyoneess,
- the non-availability of mobile communication networks or terminals
- the lack of functionality of the Members' mobile terminals.

The purchase agreement for goods and/or services is solely between the Member and the respective Loyalty Merchant.

11.3. Insofar as the liability for Lyoneess is limited or excluded, the limitations or exclusions are also applicable to the personal liability of the employees, the statutory representatives and agents of Lyoneess.

11.4. To the maximum extent permitted by law, all express and implied terms, conditions, guarantees or warranties which might otherwise apply to, or arise out of this Agreement, are excluded other than as provided in this Agreement. Nothing in this document is however intended to exclude, modify or restrict the operation of statutory consumer protection warranties or consumer guarantees or any other condition or warranty which may be implied by legislation (including product liability legislation) and cannot be excluded.

12. Costs

12.1. Registration for and participation in the Lyoneess Loyalty Program is free of charge for the Member.

12.2. The Lyoneess Cashback Card is free of charge for the Member in the course of the registration process. You may at any time order a new Cashback Card if your card is lost or shows signs of wear and tear (Clause 16.6.). A Member may use the mobile Cashback Card free of charge at any time.

13. Termination of the Agreement by the Member

13.1. The Member has the right to terminate the Agreement with Lyoneess without cause at any time by giving notice in writing. Upon termination, the Member is further not obliged to make Purchases, solicit Members or to carry out any other miscellaneous tasks in relation to the Lyoneess Loyalty Program.

13.2. Upon termination, the Member is only entitled to those Member Benefits from the Loyalty Program which may have accrued as at the date of termination i.e. if the Purchase qualifying for the Cashback or Friendship Bonus was already made as at the date of termination.

13.3. Upon termination, the Member is not entitled to the reimbursement of Voucher down payments/partial payments for future purchases (Original Vouchers and Gift Cards). The Member may however, before terminating the Agreement, pay the amount still outstanding for any ordered Original Vouchers and Gift Cards. Once Lyoneess receives the full purchase price, the ordered Original Vouchers and Gift Cards will be sent to the Member.

14. Termination of the Agreement by Lyoneess

14.1. Lyoneess reserves the right in its absolute discretion to cancel a Member's ID-number and terminate this Agreement, if the Member has not made a Purchase from a Loyalty Merchant within a period of thirty (30) calendar days after the Member receives an ID-number (Test Membership). Lyoneess will send a notice of cancellation to the Member at the latest within 2 weeks following the expiry of the 30 days.

14.2. Lyoneess may terminate this Agreement at any time without cause in whole or in part i.e. without stating a reason, with a cancellation period of 8 weeks (two months) or, on notice with immediate effect if for reasons deemed important to Lyoneess. Important reasons, in addition to Lyoneess' reasonable belief of significant damage to the commercial interests or reputation of Lyoneess or to the respective Loyalty Merchants, are deemed to be, in particular, the infringement by a Member of key contractual obligations, provided that the damage or infringement is not stopped within a reasonable grace period of maximum 14 calendar days following the receipt of a written demand by Lyoneess to this effect as well as infringements of the trademark rights of Lyoneess and the circulation of incorrect facts concerning Lyoneess to existing Members or interested parties. The obligations of the Member pursuant to Clauses 2.3 and 2.4 fall within the key contractual obligations.

14.3. The Member fully indemnifies and holds Lyoneess harmless in case of loss suffered by Lyoneess as a result of wilful, dishonest conduct by a Member in connection with the Lyoneess Loyalty Program.

14.4. Lyoneess reserves the right, in its absolute discretion (e.g. following death of a Member, on receipt of death certificate of a Member) to cancel irrevocable orders of Original Vouchers and Gift Cards, terminate the Agreement and to reimburse paid advance payments/partial payments less an administration fee, and the paid out Member Benefit.

15. General provisions

15.1. Individual agreements with Lyoneess reached in isolated cases have, in all events, precedence over these General Business Terms and Conditions. A written agreement or a written confirmation from Lyoneess is decisive concerning the content of agreements of this type. It is assumed that the parties have not reached an oral agreement. Lyoneess may send the Member notices and other contractual information pursuant to this Agreement by SMS or by E-Mail, provided that the Member does not object to this.

15.2. Lyoneess uses its reasonable efforts to publish the currently applicable Loyalty Merchant conditions and the General Terms and Conditions at www.lyoneess.com.au (login area). You should regularly check the Lyoneess website, as these conditions may be updated from time to time.

15.3. Changes to these General Business Terms and Conditions and to other contractual agreements between the Member and Lyoneess communicated to the Member in text form are deemed to have been accepted by the Member if the Member does not object in writing (including by email) within 14 days of being notified by Lyoneess. The changes to the General Business Terms and Conditions shall only be deemed to have been accepted by the Member if Lyoneess has provided written notification of the changes to the Member.

15.4. If any of the contract provisions (or part of any provision) is found to be void or unenforceable, the remaining provisions of this Agreement shall not be affected. The void or unenforceable provision will be replaced by a valid provision and the legal content will be the same as the void provision.

16. Miscellaneous provisions

16.1. The terms and conditions of this Agreement are governed by the laws of New South Wales. Each party irrevocably submits to the non-exclusive jurisdiction of the courts of New South Wales. Application of the United Nations Convention on Contracts for the International Sales of Goods is excluded.

16.2. In the absence of provisions to the contrary, the agreed place of performance for all contractual services is Hong Kong.

16.3. Individual membership for and participation in the Lyoneess Loyalty Program is open to individuals over 16 years of age, provided that in the case of those individuals under 18 years of age written consent to registration and participation in the Lyoneess Loyalty Program is provided by the Member's parent or legal guardian.

16.4. The entitlement to a weekly transfer comes into effect for an amount of at least AUD 15 .

16.5. The Member undertakes that all dues, fees, taxes etc. which arise for the Member through the receipt of Member Benefits are the Member's responsibility and are due and payable by the Member.

16.6. The costs for the issuing of a replacement Cashback Card amount to AUD 12.

16.7 Lyoneess Asia may, at any time, assign, subcontract, delegate or transfer in any manner whatsoever its rights or obligations arising out of or in connection with this document, in whole or in part, on more than one occasion to any of its affiliates without the consent of the Member.

LYONESS AUSTRALIA PTY LTD
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