RBL BANK – SHOPPERS STOP CO-BRANDED CREDIT CARD MEMBERSHIP TERMS & CONDITIONS

1. Shoppers Stop First Citizen Club Golden Glow Membership

A Gold Member shall be entitled to the following benefits:

(a) The Member shall receive 500 enrolment bonus reward points upon enrolment or upgrade, as applicable.

(b) The Member shall earn 4 (Four) reward points for every INR 200 spent on eligible purchases.

(c) Parking fee reimbursement shall be available in accordance with the Company's policy.

(d) The Member shall be entitled to an extended exchange period of up to 45 (forty-five) days from the date of purchase, subject to the applicable exchange policy.

(e) Complimentary home delivery and free shipping benefits shall be available for purchases meeting the prescribed eligibility criteria.

(f) A Gold Member shall become eligible for an upgrade to Platinum Membership upon achieving annual purchases aggregating INR 40,000 or such other threshold as may be specified by the Company from time to time.

(g) All benefits shall be subject to availability and the Company's prevailing policies.

2.Shoppers Stop First Citizen Club Platinum Aura Membership

A Platinum Member shall be entitled to the following benefits:

(a) Membership may be enrolled or upgraded upon payment of the applicable membership fee of INR 1,500.

(b) The Member shall receive 500 enrolment bonus reward points.

(c) The Member shall earn 6 (Six) reward points for every INR 200 spent on eligible purchases.

(d) Parking fee reimbursement shall be provided in accordance with the Company's policy.

(e) The Member shall be entitled to an extended exchange period of up to 60 (sixty) days from the date of purchase.

(f) Complimentary home delivery and free shipping benefits shall be available subject to prescribed conditions.

(g) The Member shall have access to priority billing or no-queue billing facilities at participating stores.

(h) Personal shopper assistance may be provided at selected locations, subject to availability.
(i) Such additional benefits as may be announced by the Company from time to time may also be extended to Platinum Members.

3. **Shoppers Stop First Citizen Club Black Card Membership:**

A Black Member shall be entitled to premium membership privileges, including:

(a) Membership may be enrolled upon payment of the applicable membership fee of INR 4,500 and shall remain valid for a period of one (1) year unless otherwise specified by the Company.
(b) The Member shall receive 1,000 enrolment bonus reward points.
(c) The Member shall earn 20 (Twenty) reward points for every INR 200 spent on eligible purchases.
(d) Parking fee reimbursement shall be available in accordance with the Company's policy.
(e) The Member shall be entitled to an extended exchange period of up to 365 (three hundred and sixty-five) days, subject to product category restrictions and the prevailing return and exchange policy.
(f) Complimentary home delivery and free shipping shall be available without minimum purchase requirements, subject to applicable conditions.
(g) Priority or express billing facilities shall be available at participating stores.
(h) The Member shall be entitled to personal shopper assistance and access to designated member lounges where available.
(i) The Member may receive birthday hampers, exclusive birthday offers, subscriptions, brand vouchers, promotional benefits, invitations to exclusive events, and other privileges as determined by the Company from time to time.
(j) Black Membership shall include all benefits available to Platinum, Gold, and Silver Members unless otherwise specified.

Shoppers Stop First Citizen Club Black Card Membership Renewal

(a) Black Membership may be renewed upon payment of a renewal fee of INR 3,000.
(b) Members may utilize eligible reward points for payment of the renewal fee, subject to the Company's redemption policy.
(c) Upon successful renewal, the Member shall receive 1,000 bonus reward points.
(d) Renewal bonus points shall remain valid for a period of 90 days from the date of credit.
(e) Reward points standing to the Member's credit may lapse in the event the membership is not renewed within the prescribed period.

(f) A renewed Member shall not be entitled to receive a new Black Membership Welcome Kit and shall not be eligible for enrolment vouchers or external tie-up benefits provided only at the time of fresh enrolment.

(g) The Company reserves the right to amend, modify, suspend, withdraw, or replace any renewal benefits at its sole discretion.

GENERAL RESERVATION OF RIGHTS:

The Company reserves the right to revise, modify, suspend, withdraw, replace, or discontinue any membership tier, eligibility criteria, reward structure, benefit, privilege, voucher, offer, or promotional program at any time without prior notice. Membership benefits are non-transferable and shall be subject to the prevailing First Citizen Club Program Terms and Conditions.

GENERAL TERMS AND CONDITIONS:

1. **Right to Modify or Withdraw Benefits:**

   The Company reserves the right, at its sole discretion and without prior notice, to amend, modify, suspend, substitute, discontinue, restrict, or withdraw any membership tier, reward points structure, membership fees, eligibility criteria, benefits, privileges, offers, vouchers, promotional campaigns, partner benefits, or any aspect of the Program at any time.

2. **Non-Transferability:**

   Membership, reward points, vouchers, benefits, privileges and entitlements under the Program are personal to the Member and are non-transferable, non-assignable, non-exchangeable and cannot be sold, gifted, pledged, or otherwise transferred to any third party unless expressly permitted by the Company.

3. **No Cash Value:**

   Reward points, vouchers, benefits, discounts, complimentary services, and membership privileges shall have no cash value and shall not be redeemable, refundable, or exchangeable for cash, credit, or monetary consideration.

4. **Eligibility and Verification:**

   The Company reserves the right to verify the identity, eligibility, purchase history and membership details of any Member before granting, redeeming, or processing any benefit under the Program.

5. **Availability of Benefits:**

All benefits, including personal shopper assistance, lounge access, parking reimbursement, free delivery, exclusive events, partner offers, subscriptions, vouchers and promotional privileges, are subject to availability and may vary by location, store format, city, channel, or participating partner.

6. **Third-Party Benefits:**

Any benefit, voucher, subscription, offer, discount, reward, service, or privilege provided by a third-party partner shall be governed by the applicable terms and conditions of such partner. The Company shall not be responsible or liable for the quality, availability, fulfilment, discontinuation, modification, or performance of any third-party benefit.

7. **Reward Points:**

(a) Reward points shall be credited, earned, redeemed, adjusted, reversed, forfeited, expired, or cancelled in accordance with the Program rules as amended from time to time.
(b) The Company's records regarding reward points shall be final and binding.
(c) Reward points may expire after the prescribed validity period and shall not be reinstated after expiry except at the sole discretion of the Company.

8. **Fraud, Abuse and Misuse:**

The Company reserves the right to suspend, terminate, downgrade, cancel, or revoke membership and/or reward points without notice in the event of:

- Fraudulent activity;
- Abuse or misuse of Program benefits;
- Misrepresentation or submission of false information;
- Violation of Program rules;
- Any conduct considered detrimental to the interests of the Company.

The Company's decision in such matters shall be final and binding.

9. **Limitation of Liability:**

To the maximum extent permitted under applicable law, the Company shall not be liable for:

- Loss of reward points, vouchers, benefits, or privileges;

- Technical failures, system outages, or processing delays;
- Unavailability of partner services;
- Any indirect, incidental, consequential, special, or punitive damages arising from participation in the Program.

10. No Guarantee of Continued Membership Tier:

Membership status, tier qualification, upgrades, and renewals are subject to continued compliance with the Program requirements. The Company may revise the qualifying spend thresholds and eligibility criteria at any time.

11. Communication Consent:

By enrolling in the Program, the Member consents to receiving transactional, promotional, marketing, and service-related communications via email, SMS, WhatsApp, telephone, mobile application notifications, or other electronic means, subject to applicable law.

12. Taxes:

Any taxes, duties, levies, charges, or governmental assessments arising in connection with membership, reward points redemption, vouchers, benefits, or prizes shall be borne solely by the Member.

13. Dispute Resolution:

Any dispute arising out of or in connection with the Program shall first be attempted to be resolved amicably. Failing such resolution, the courts having jurisdiction over the registered office of the Company shall have exclusive jurisdiction.

14. Final Interpretation:

The interpretation of these Terms and Conditions, membership eligibility, reward points calculation, tier qualification, benefit entitlement, and all Program-related matters shall rest solely with the Company, whose decision shall be final and binding.

15. Force Majeure:

The Company shall not be liable for any delay, interruption, suspension, modification, or non-performance of any Program benefit arising from events beyond its reasonable

control, including acts of God, natural disasters, government actions, war, epidemic, pandemic, labour disputes, network failures, or technological disruptions.

16. <u>Governing Law and Jurisdiction:</u>

These Terms and Conditions and all matters arising out of or relating thereto, shall be governed by and construed in accordance with the laws of India. The parties irrevocably agree that the competent courts situated in Mumbai, Maharashtra shall have exclusive jurisdiction over any dispute, controversy, claim, or proceeding arising out of or in connection with the Membership Program and/or these Terms and Conditions.