

"My SPOT" LOYALTY PROGRAMME PROMOTIONAL RULES

The SPOT Hungary mobile application (the **"Application"**) is the property of NE Property B.V. (the **"Company"**), with the right to use being held by **Symmetry Arena Kft.** as the operator of Arena Mall Shopping Centre (registered office: 1027 Budapest, Horvát utca 14-26., registration number: 01-09-725686, VAT number: 13248118-2-41) and **Mammut Management Kft.** as the operator of Mammut I-II Shopping Centre (registered office: 1024 Budapest, Lövház u. 2-6., registration number: 01-09-30436 2, VAT number: 26146274-2-41) (the **"Shopping Centre"**). Both companies are members of the NEPI Rockcastle Group.

The Application is a software that runs on both iOS and Android systems and is available for free in the App Store and Google Play stores. The Terms of Use of the Application are available at the following link: <https://myspot.space/mall-content/pages/articles/hu/terms-and-conditions>

After registering on the Application, the User may participate in the My SPOT loyalty programme, under which the User may use services and collect loyalty points that entitle the User to various discounts on products and services offered in the Shopping Centres.

The purpose of these Promotional Rules is to provide the Users with full and accurate information about the terms and conditions of use of the **"My SPOT" loyalty programme** (the **"Loyalty Programme"**).

By registering for the "My SPOT" Loyalty Programme, the User expressly agrees to comply with the Loyalty Programme participation rules and expressly acknowledges the information on the related data processing contained in the Privacy Policy.

To participate in the Loyalty Programme, the participants need to download the Application, which needs to be installed on a mobile phone or tablet with iOS or Android operating system. The use of the Application is subject to acceptance of the Terms of Use in force from time to time.

The Shopping Centre reserves the right to modify the Terms of Use and/or the Privacy Policy and these "My SPOT" Loyalty Programme Promotional Rules (the **"Promotional Rules"**) at any time.

1. My SPOT LOYALTY PROGRAMME

1.1. General provisions

These Promotional Rules describe the detailed terms and conditions of the "My SPOT" Loyalty Programme, with the specific promotions being available within the Application. These Promotional Rules and the promotions within each loyalty programme may change from time to time, so please check these Promotional Rules and the Application regularly to ensure that you have up-to-date information.

My SPOT is a loyalty programme linked to the SPOT Hungary mobile application.

My SPOT is based on the collection of loyalty points for purchases made in the stores of the participating shopping centres. The Loyalty Programme is structured as follows:

- The User uploads the receipts for purchases made in the stores participating in the loyalty programme through the Application;
- Subject to the status achieved by the User in the Application the User may be provided with additional benefits;
- With the loyalty points earned in the Application, the User has the possibility to purchase various prizes and services.

1.2. Eligibility and registration

The My SPOT program is available in the "My SPOT" section of the SPOT Hungary application. To participate in the loyalty programme, registration is required and the User must create a user account in the Application. A User may have one Account and no more than one person may use an Account.

2. VENUE

The mobile application is available in the NEPI Rockcastle portfolio of shopping centres. A list of shopping centres participating in the My SPOT loyalty programme can be found in Annex 1 of the "Terms of Use".

The User has the possibility to select the main shopping centre he/she frequently visits in the Application, as well as the possibility to select another shopping centre when visiting any other shopping centre in the NEPI Rockcastle portfolio in Hungary.

Users can earn points which can be spent at any of the participating shopping centres. Users can spend their points at any participating shopping centre and enjoy the benefits of their status in the Application.

3. HOW TO ACCUMULATE POINTS

- The User **earns points for his/her purchases in the stores of the participating Shopping Centres**: see section 3.1 for a detailed description.
- **Creating an account in the application (registration)**: 50 points;
- **Completing the profile information in the "My account" section**: 100 points;
- **Recommending the SPOT application to a friend**. The User can send an invitation code to his/her friends. The User will receive 50 points if the invited friend creates an account in the Application using the invitation code. Up to 500 points can be earned per year through recommendations.
- The User will receive 30 points **after uploading the first valid receipt scanned by a friend invited to the Application**. The User can earn up to 150 points per year (i.e. for up to 5 friends per year) for the first receipts scanned by his/her friends.
- **Checking-in from a Shopping Centre**: using the location of the device via the Application, if a User checks in from a Shopping Centre, they will receive 25 points per check-in. A User can check in once in 24 hours and up to 2 times per week and earn up to 500 points per month by checking-in.
- **Application reviews**: the Users can rate the Application within the Application, for which they receive 50 points. The User may receive points for a review once per year.

- **Birthday:** the User will receive the following gift points on his/her birthday, depending on his/her membership status:
 - 25 points for bronze membership,
 - 50 points for silver membership,
 - 100 points for gold membership level.

The points earned cannot be converted into cash; each participant can receive different benefits depending on his/her current status level.

Users may not lend the points they have collected to other Users or transfer them from one Account to another Account.

When points are collected, the Application will indicate this by displaying the updated number of points collected in the appropriate section of the mobile phone screen within the Application.

The Shopping Centre and/or the Company's business partners may change the number of points allocated to the Users of the Application at any time and for any activity as defined above, which change will be notified to the Users within the content of the Application.

3.1 Conversion of shopping receipts into points

For purchases made in the Shopping Centre (in the stores participating in the promotion), the User can receive loyalty points as soon as he/she scans the purchase receipt through the scanning module available in the SPOT application.

The following are not eligible for points: currency exchange, payment transfer intermediary costs, including utility, banking and insurance services, gambling and/or casino-type games, and bills received for the purchase of gift vouchers at the Information Desk.

The list of stores/retailers/partners excluded from the loyalty programme offered through the Application is set out in Annex 2 of the Terms of Use.

The User will receive one point for every HUF 200 spent. The way the points are calculated: the total amount on the receipt is divided by 200 and the resulting number is rounded to a whole number, according to the mathematical rounding rules, and this will be the number of points automatically credited to the User.

Example:

Total amount shown on the receipt: HUF 4,898

$4898/200=24.49 \rightarrow$ with rounding: 24, which means that +24 points will be credited

Only purchase receipts with a total payable amount of more than gross HUF 1,000 and with an AP code will earn points. Receipts can only be validly scanned within 48 hours of purchase.

The User is entitled to use only the receipt of his/her own purchase under the loyalty programme.

The scanning of receipts over gross HUF 50,000 will be approved manually.

Scans of receipts (photos of receipts) that are not in the User's possession are not accepted. As the automatic receipt identification system only recognises receipts containing tax and to prevent fraud, the system does not accept the scanning of receipts that are not valid. Scans of tax invoices or receipts not containing an AP code that the User scans in the Application will not be considered valid for participation in the loyalty programmes offered by the Shopping Centre and/or the trading partners of the Company.

The User must take into account the following conditions and limitations for earning points by scanning the receipts:

- a) A User can only receive points for one receipt per store per calendar day.
- b) The receipts must be scanned into the Application within 48 hours of their date, after which time the receipt cannot be validly scanned.
- c) For receipts uploaded within 24 hours, points are awarded for the first 10 valid receipts.
- d) For receipts uploaded within 168 hours, points are awarded for the first 20 valid receipts.
- e) The User can earn up to 2,000 points in a 168-hour period, regardless of the total number and value of the receipts scanned.
- f) The date of approval of a receipt is the date on which the receipt is approved for crediting points. (For example: two receipts are uploaded from the same store on the same day, but the first receipt is not automatically approved, but the second receipt is, then only the second receipt will be awarded points.)

Please note that the User may scan more receipts in the Application than the limits set out above but will only be credited with points in accordance with the above rules. The 24-hour and 168-hour limits for uploading the receipts are based on the time of uploading the receipts.

In the event of any doubts regarding the scanned receipts, the Shopping Centre and/or the Company's trading partners reserve the right to check and analyse the receipts beforehand or subsequently, after which the User may receive the applicable number of points or some of the points previously credited may be cancelled.

The Shopping Centre and/or the Company's trading partners reserve the right to deduct points that are suspected to have been fraudulently obtained by the Users. The decision as to whether or not the points have been acquired in accordance with these Promotional Rules is the sole discretion of the Shopping Centre and/or the Company's trading partners.

In order for the User to be able to prove that the receipt in question complies with these Promotional Rules, the User shall keep the receipts for a period of 12 months.

4. POINTS EXPIRY

The points are valid until the 24th month from the date they are collected. After this period, the points will be automatically deleted and the User will no longer be able to make any claim.

If the User cancels the Account or the Account is terminated by the Companies, the accumulated but unused points cannot be lent to other Users or transferred to other Accounts and these points will be lost.

If the Companies decide to terminate the Application, the Users will be notified 30 days before this happens.

If the User has not spent the points by the expiry date, the points will be lost.

5. CONSUMPTION OF LOYALTY POINTS

The loyalty points collected in the Application can be redeemed for rewards indicated in the Application or "spent" through the Application, with the rewards being available for pick-up at the Shopping Centre.

The User can view the list of current rewards and redeem the loyalty points for the selected rewards in the "My SPOT - **Redeem your points for rewards**" section. The list of rewards is specific to each shopping centre and can be viewed in the section corresponding to the shopping centre chosen by the customer.

Within a period of 168 hours, the User can redeem up to 10 rewards for his/her available points.

The User is not entitled to exchange the rewards for cash, other products or other benefits.

The Shopping Centre and/or the Company's trading partners may at any time modify the reward offers in the "Redeem your points" section of the Application, both in terms of the range of rewards offered and the number of points associated with each reward, without any specific notification to the Users, who can find out about the changes within the Application.

The history of points earned or spent can be viewed in the My SPOT "**Points redemption history**" section of the Application.

6. MEMBERSHIP STATUS

6.1. Obtaining SPOT membership status in the Application

Depending on the number of points collected, Users can be awarded one of the following 3 statuses:

- **BRONZE:** after 50 points;
- **SILVER:** increase in level based on reaching the threshold: above 3,000 points;
- **GOLD:** increase in level based on reaching the threshold: above 6,000 points;

Each of these 3 levels can offer exclusive benefits and special discounts in the partner stores.

When determining the membership status, the Application takes into account the loyalty points, and the validity of the points in relation to the membership status is also 12 months, with each membership status being valid for 12 months from the date it is achieved.

For example, if a User reaches 3,000 points on 1 October, he/she becomes a Silver Member and remains a Silver Member until 1 October of the following year, with that:

- *if he/she does not earn more points to bring his/her points to 3,000 on 1 October, he/she will be returned to Bronze level,*

- *if he/she reaches 3,000 points through additional purchases but not yet 6,000 points with the points valid on 1 October, he/she will remain a Silver member,*
- *if he/she reaches Gold membership in the meantime, e.g. if his/her current total points reaches 6,000 points by 15 December, he/she will become a Gold member by 15 December of the following year.*

6.2. Benefits granted to Users depending on membership status:

Depending on the membership status achieved by the User in the Application and the points accumulated, the User may have access to discounts and exclusive benefits currently available in the partner stores.

Depending on the status received, the User can view his/her current benefits in the My SPOT Benefits section of the Application. Benefits can include discounts at the partner stores, VIP experiences, discounted services or invitations to various events.

The benefits such as discounts, rewards, invitations to events or mall experiences cannot be redeemed for cash.

7. HOW TO CLAIM THE BENEFITS AND REWARDS

7.1.1. How to receive the rewards that come with redeeming the points:

In order to be able to receive the rewards awarded based on the loyalty points, the User will need to go through the following steps:

- The User can use the **"Redeem your points for rewards"** to select the desired reward.
- If the User has enough points to purchase the reward (product or service), he/she can click on the **"Redeem points"** button. **Users should note that for rewards with a value of 4,500 points or more, the redemption of points is approved manually by the Company, and the redemption of the points will be pending until they are approved.**
- If the redemption of points is approved, the selected reward will be reserved for the User.
- The User will then receive a confirmation e-mail containing the following details for claiming the reward: the reward selected, the place where the reward can be picked up and the deadline for picking up the reward.
- The reward can only be collected within 72 hours after the reservation, if the User does not collect the reward within this period, the reward will be forfeited and the points spent to acquire the reward will not be refunded.

The store employee who gives the User the reward selected by the User or provides access to an exclusive event will ask the User to scan the paper QR code presented by the store employee, which can be done by selecting the "Receive Reward" button, and after validating it, the employee will give the reward to the User or provide access to the event. The Companies and/or Shopping Centres are not responsible for the manner in which the rewards are offered or given by their business partners.

Once claimed, all rewards can be viewed in the **"Points redemption history"** section.

There are no additional fees/costs for the Users to participate in the Loyalty Programme in order to receive the rewards.

7.1.2. How to use the benefits linked to your status:

In order to claim discount-type benefits, the User must contact the Trading Partner (i.e. the store in the Shopping Centre) directly to which the offer applies and present the offer or the barcode to be scanned in the Application before paying for the products.

The User can get the discount directly at the checkout. The Companies and/or the Shopping Centres are not responsible for the manner in which the discount is offered or provided by the trading partner.

The My SPOT Loyalty Programme discount-type benefits:

- a) cannot be combined with discounts on loyalty cards issued by the partner stores for their own purposes. Each partner store participating in the My SPOT loyalty programme decides for itself whether the discount-type benefits can be cumulated with other offers or discounts offered by that store. The conditions for claiming the discounts can be found in the "Discounts" section.
- b) can be claimed by scanning the barcode/QR code generated in the "Discounts" section for each partner store or by presenting the coupon found in the Application at the checkout of the store for which the User wishes to claim the discount.

8. CANCELLATION AND AMENDMENT

The Companies have the right to terminate or modify the My SPOT Loyalty Programme at any time in their sole discretion, and to modify or delete the list of benefits and rewards available in the Application, or the stores participating in the program, without prior notice to or consent of the User.

9. INFORMATION AND COMPLAINTS

The User may send any questions, comments or complaints to the following e-mail address: support@myspot.space. The Shopping Centre will respond to any complaints or inquiries about the operation of the Loyalty Programme within 30 days.

10. OTHER INFORMATION AND TERMS OF USE

A User may only create one user account and must provide real data. In order to verify the identity of the User using the User Account, the Shopping Centre may ask the User to identify himself/herself by presenting an identification document (ID card/driving licence/passport). The User may be asked to present a debit card or a loyalty card - in the case of purchases made with a bank card - in respect of the receipts used. The User acknowledges that he/she is not obliged to provide identification or a bank card/loyalty card, but in case of refusal, the Companies may refuse to deliver the reward and may apply sanctions against the User in case of fraud or abuse.

The user account is personal and the User is not allowed to share his/her login details with other people.

The Shopping Centre reserves the right to delete the user account or the accumulated points if it is suspected that the User is participating in the loyalty promotion in an abusive or fraudulent manner or if the User's activity causes financial or image damage to the Companies.

Such cases include, but are not limited to the following:

- the receipt scanned in through the Application is suspected to be manipulated, not original (e.g. scanned, photoshopped),
- a person has more than one Account,
- an Account is used by more than one person,
- the receipt was not issued to a private individual,
- the receipt was issued as part of an internal cash flow,
- the same receipt has been used by several Users,
- the volume and the frequency of uploading of receipts suggest that misuse has taken place.

The employees of Trading Partners may not use, i.e. validly scan, a receipt issued by their employer.

The User can reset his/her password by following the instructions in the Application.

Users are advised to check the Promotional Rules and the Privacy Notice regularly for changes.

If the User does not wish to accept these Promotional Rules and/or the Privacy Notice, including any modifications and/or amendments thereto, the User must cease using the Loyalty Programme and delete his/her account.

In matters not covered by these Promotional Rules, the provisions of the Terms of Use shall apply mutatis mutandis. Capitalised terms not defined in these Promotional Rules shall have the meanings given to them in the Terms of Use.

Effective from 20.04.2023