

# R&B 巡茶 REWARDS

## MEMBERSHIP AGREEMENT

### TERMS & CONDITIONS

R&B 巡茶 Rewards ("Programme") is a loyalty programme by **Super Tea (S) Pte Ltd** ("R&B Tea") that allows Rewards Members ("Members") to obtain discounts and/or accumulate points ("Points") to redeem digital vouchers ("Rewards") subject to the terms and conditions herein.

PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION.

#### 1. Use of the Membership Portal ("Portal")

##### A. Membership Account

You agree to furnish accurate and complete information in the creation and use of your account and that we may terminate your account immediately if any information is inaccurate or incomplete. You are solely responsible for the use of your account and may not use another Member's account without authorisation. You must notify us immediately of any breach of security or unauthorised use of your account. We will not be liable for any loss caused by any unauthorised use of your account or breach of security.

Activation of any Membership Account shall take place on the same or next working day after application/registration. We reserve the full discretion to reject any Membership application, as well as to suspend or terminate any Membership Account.

You may cancel your Membership Account at any time by notifying us via email, and the cancellation will take immediate effect upon our receipt of the notice.

Membership-related information shall be communicated via e-mail/SMS.

##### B. Membership Points

You may accumulate Points on your Member Account for your transactions at the rate of S\$1 to 2 point, which is subject to change under R&B Tea's sole discretion, and such points are valid for 12 months from the date of sign-up. Points accumulated will reset every 12-month.

There is strictly no sharing of Points with other Member(s), and Points cannot be accumulated in conjunction with other promotions, discounts and/or vouchers (such as Shopee/Lazada/Shopback/Mall vouchers etc). Points will not be credited for any orders made via third-party delivery platforms (such as Grabfood, Foodpanda and Deliveroo) will not be eligible for points earning.

Our decision on any Points-related dispute/issue shall be conclusive and final, and you agree to abide and be bound by the same.

Upon cancellation or termination of your Membership Account, all unredeemed Points will immediately be invalidated.

#### 2. Programme Availability and Our Right to Terminate

We may, without prior notice, change the Programme; stop providing the Programme or features of the Programme, to you or to Members generally; or create usage limits for the Programme. We may permanently or temporarily terminate or suspend your access to the Programme without notice and liability for any reason, including if in our sole determination you violate any provision of this Agreement, or for no reason. Upon termination or suspension of access, you continue to be bound by this Agreement. We reserve the right, but have no obligation, to monitor disputes between you and other Members. The Company shall have no liability for your interactions with other Members, or for any Member's action or inaction.

# R&B 巡茶 REWARDS

## 3. Security

Member agrees that R&B Tea, 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 [rbtea.sgmembers.com](http://rbtea.sgmembers.com), for providing marketing material that you have agreed to receive, in accordance with the Personal Data Protection Act 2012 and our Privacy Policy.

By signing up as a Member, you agree that you have read, understood, and agree to be bound by these Terms and Conditions and consent to the collection, use, and disclosure of your information for the purposes of

- (i) processing the Rewards Member's application to register for the Programme;
- (ii) communicating with the Rewards Member concerning the Programme;
- (iii) administrating and managing of the Programme; and
- (iv) sending Rewards Member updates of news and offers if the Rewards Member has opted to receive it.

The Member's personal data may also be used in response to requests by any government or law enforcement authorities conducting investigations.

Should a Member wish to withdraw his or her consent to receive promotional materials and updates from R&B Tea, they may make a request by email to R&B Tea at [hello@rbtea.com.sg](mailto:hello@rbtea.com.sg). R&B Tea reserves the right to request for further information as appropriate and may take up to 14 days to process such request.

## 4. Third-Party Links

The Portal may contain links to third-party websites not owned or controlled by us and we do not endorse or assume any responsibility for any such third-party sites. If you access a third-party service from the Portal, you do so at your own risk, and you understand that these Terms and Conditions does not apply to your use of such service, and you expressly relieve us from any and all liability arising from your use of any third-party service or content.

## 5. Indemnity

You agree to defend, indemnify and hold us harmless and our subsidiaries, agents, licensors, managers, and other affiliated companies, and our employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to legal fees) arising from:

- (i) your use of and access to the Portal, including any data or content transmitted or received by you;
- (ii) your violation of any provision of these Terms and Conditions, including without limitation your breach of any of the representations and warranties herein;
- (iii) your violation of any third-party right, including without limitation any right of privacy or intellectual property rights;
- (iv) your violation of any applicable law, rule or regulation;
- (v) any claim or damages that arise as a result of any of your personal information or other information that is submitted via your Member Account; or
- (vi) any other party's access and use of the Portal via your unique Member name, password or other appropriate security code.

## 6. No Warranty

Use of the Portal is at your own risk. To the maximum extent permitted by applicable law, the Portal is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, privacy, security, accuracy, timeliness, quality, or non-infringement. Any content downloaded or otherwise obtained through the use of the Portal is downloaded at your own risk and you will be solely responsible for any damage to your computer system or mobile device or loss of data that results from such download or your use of the Portal.

# R&B 巡茶 REWARDS

## **7. Limitation of Liability**

To the maximum extent permitted by applicable law, in no event shall we, our affiliates, agents, directors, employees, suppliers or licensors be liable for any direct, indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation damages for loss of profits, goodwill, use, data or other intangible losses, that result from the use of, or inability to use, or unauthorised use of these Portal.

## **8. Governing Law and Arbitration**

These Terms and Conditions shall be governed by the laws of the Republic of Singapore. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause.

The seat of the arbitration shall be Singapore. The Tribunal shall consist of 1 arbitrator. The language of the arbitration shall be English.

## **9. General**

### **A. Assignment**

This Agreement, and any rights and licences granted hereunder, may not be transferred or assigned by you, but may be assigned by us without restriction. Any attempted transfer or assignment by you in violation hereof shall be null and void.

### **B. Amendments**

We may, in our sole discretion, modify or update these Terms and Conditions from time to time, such change to be binding immediately. Your continued use of the Portal after any such change constitutes your acceptance of the new Terms and Conditions.

### **C. Entire Agreement/Severability**

These Terms and Conditions and their amendments constitute the entire Terms and Conditions between you and us concerning the Programme. If any provision is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms and Conditions, which shall remain in full force and effect.

### **D. No Waiver**

No waiver of any term of these Terms and Conditions shall be deemed a further or continuing waiver of such term or any other term, and our failure to assert any right or provision under these Terms and Conditions shall not constitute a waiver of such right or provision.

### **E. Rights of Third Parties**

A person who is not a party to these Terms and Conditions shall have no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) of the Republic of Singapore to enforce or to enjoy the benefit of any terms of the same.