

## **TERMS AND CONDITIONS of the Odel Loyalty Program**

Odel Loyalty is a loyalty scheme operated by Odel PLC under which Members (Members) accumulate points in respect of Odel PLC qualifying purchases and activities made using the Odel Loyalty card. These terms and conditions govern the collection and use of Odel Loyalty Points, until such time as the scheme is determined, and set out the terms of the contract between Odel PLC and each Member.

1. By applying for an Odel Loyalty Card, you agree and consent that your details will be housed on Odel PLC's database. We will retain this information and keep it confidential. From time to time, the personal information that you will provide us or that will be generated under this contract, will be collected and processed by us as database owners for the purposes of direct marketing and product purchase history. If at any time you wish Odel PLC not to use this information for direct marketing purposes, please contact us.
2. Members may earn or redeem points as follows:-
  - a) Points can be earned on purchases made at participating Odel PLC Stores (excluding Odel Airport) Rs100 = 1 point
  - b) Points can only be earned through purchases at Odel PLC
  - c) Points can only be redeemed on purchases made at participating Odel PLC Stores (excluding Airport)
3. To earn or redeem points, members must present their card at time of purchase.
4. Points will not be credited with retrospective effect under any circumstances whatsoever.
5. Points cannot be earned or redeemed on purchases made at any food outlets at Odel PLC
6. Points can be earned only upon purchasing Odel gift vouchers and Not upon redeeming Odel gift vouchers
7. Points can only be earned on one Loyalty Scheme card. Points can either be earned on the Odel Loyalty Card or Odel Credit Card.
8. Points can only be redeemed once you have a balance of 100 points
9. Odel PLC reserves the right to retain or invalidate points that have been issued in error.
10. All purchases will be governed by our general terms and conditions of sale.
11. Products may be excluded from earning points at Odel PLCs' discretion.
12. Odel reserves the right to amend or to introduce new terms and conditions to the Loyalty Program.
13. This card remains the property of Odel PLC and may be revoked at any time without notice.

14. For any inquiries or in case you lose or damage your card, please contact the below Customer Hotline +94 (0) 114-426400.  
Email [loyalty @eodel.com](mailto:loyalty@eodel.com)
15. Odel Loyalty card points are not transferable and may not be pooled with the Odel Loyalty card points of any other Member. Odel Loyalty card points are not awarded for any purchases made before the Card is issued to the Member unless otherwise stipulated
16. Odel Loyalty card points are not convertible to cash.
17. Points will expire by the end of every calendar year and/or at Odel PLC's discretion

Members shall abide by the following when using the Odel Loyalty card.

- ✓ *The Members shall present the Card BEFORE or upon making any purchase from a participating establishment.*
- ✓ *The offers provided to Members may not be used for orders in conjunction with any other promotions /discounts / happy or promotional hour special offers offered by the participating establishment, unless otherwise stated.*
- ✓ *Each participating establishment has the absolute discretion to reject the Card, if it has reasonable grounds to suspect, or there has been any report that the Card has been tampered with, whether intentionally or not.*
- ✓ *All relevant taxes (including VAT) or service charges incurred in all transactions involving the presentation of the Card shall be borne by the Member.*
- ✓ *The list of participating establishments and the offers available to a Member may be revised from time to time by Odel as it deems fit.*
- ✓ *By accepting the Card, the Member irrevocably acknowledges and agrees that,*
  - *Whilst every reasonable endeavour will be made by Odel PLC to ensure that offers shall be made available by the participating establishments, Odel PLC shall not be liable in anyway and no Member shall have any claims whatsoever against Odel PLC if the Loyalty Card is not accepted or is dishonoured by any Establishment participating in the Odel Loyalty card Programme.*
  - *In the event that the functions of the Odel Loyalty Cards are expanded to include additional services for which additional subscription fees or charges are to be payable, the Member shall be liable for any such fees and charges that maybe applicable prior to the consumption*

*of such services and shall be responsible for ensuring payment of such fees or charges, and Odel PLC shall not be liable for all charges of whatsoever nature in connection with or pursuant to the use of such services.*

*- Odel PLC shall have the right to amend, modify or supplement the terms and conditions herein, including those relating to the withdrawal or addition of offers, as it deems fit from time to time, without any prior notice to the Member.*

*- Odel PLC may at any time and at its absolute discretion terminate this agreement and/or cancel and/or terminate the Member's use of the Card without any reference to the Member, and without assigning any reason for same.*

*- The Member shall notify Odel PLC in writing of any change of personal particulars at the first reasonable opportunity after such change.*

*- For the avoidance of doubt, it is hereby agreed by the Member and Odel PLC that all provisions contained herein shall continue in full force and effect notwithstanding the termination of this agreement and/or the expiry of the Card in accordance with the terms of this agreement.*

*- If any one or more of the provisions of this agreement or any part thereof shall be declared or adjudged to be illegal, invalid or unenforceable under any applicable law, such illegality, invalidity or unenforceability shall not violate any other provisions of this agreement, which shall remain in full force and effect.*

*- This agreement is governed by and shall be construed in accordance with the laws of the Democratic Socialist Republic of Sri Lanka.*