

## Special Contract with LAWSON

This special contract defines the Coalition Point Program "BonusLink & Ponta Service" operated and provided by BonusKad Loyalty Sdn Bhd (hereinafter referred to as "**Ponta Program**"), about the usage in stores in Japan of LAWSON, INC. (hereinafter referred to as "**LAWSON**") such as "LAWSON", "Natural LAWSON", and "LAWSON Store 100". Please understand beforehand that there are stores that cannot use the Ponta Program at aforementioned brand (hereinafter, the store that can use the Ponta Program referred to as "**Target Store**"). Matters not stipulated in this special contract shall be as stipulated in the Membership Agreement of the Ponta Program.

### Article 1 (Granting points to members)

When a member presents a membership card at the Target Store and purchases or uses (hereinafter referred to as "**Purchase, Etc.**") of goods or services (hereinafter referred to as "**Goods, Etc.**") by cash or credit card, debit card, gift certificate, gift voucher, or other method specified or handled by LAWSON (hereinafter referred to as "**Cash, Etc.**"), points of the Ponta Program issued by Loyalty Marketing, Inc. (hereinafter referred to as "**Ponta Points**") will be granted to the member in accordance with Article 2. If a member doesn't present own membership card or when a member present own membership card after payment is settled, the Ponta Points will not be granted.

### Article 2 (Contents and Handling of Points)

1. The contents and handling of the Ponta Points to be granted are as follows. However, LAWSON may change the granting rate of the Ponta Points, method of granting, the redeeming rate of the Ponta Points, method of redeeming and any other granting and redemption of privilege deal, and may set a maximum limit on the total balance of the Ponta Points granted to the members.

(1) Ponta Points for the Purchase, Etc.: At the stores such as "LAWSON" and "Natural LAWSON" among the Target Stores, 1 Ponta Points is granted to the

member per settled amount of 100 yen (tax excluded) for each Purchase, Etc. with presenting the membership card. In addition, for the settled amount less than 100 yen (tax excluded) will not be adopted for granting the Ponta Points, and it is not available to carry over the relevant amount at the time of the next shopping.

Among the Target Stores, the granting rate of the Ponta Points may be different in some LAWSON or Natural LAWSON stores designated by LAWSON. Please check the notice at the store concerning applicable stores and the granting rate. In addition, in the case the settled amount less than the amount separately designated by LAWSON will not be adopted for granting the Ponta Points, and it is not available to carry over the relevant amount at the time of the next shopping.

At stores in "LAWSON Store 100" among the Target Store, 1 Ponta Points is granted to the member per settled amount of 200 yen (tax excluded) for each Purchase, Etc. with presenting the membership card. In addition, for the settled amount less than 200 yen (tax excluded) or 100 yen (tax excluded) will not be adopted for granting the Ponta Points, and it is not available to carry over the relevant amount at the time of the next shopping.

In any of the Target Store, it is not available to divide the settled amount of the Goods, Etc. at the one settlement to obtain Ponta Points dividedly. Also, in case a member redeems the member's accumulated Ponta Points for a settlement of the Purchase, Etc. pursuant to Article 2. 1. (3) of this special contract, the Ponta Points will not be granted for the settled amount of redeemed. Furthermore, for the following cases, the Ponta Points will not be granted.

[1] Purchase of items that are similar to vouchers (postage stamps, revenue stamps, prepaid telephone cards, beer coupons, garbage disposal tickets, etc.)

[2] Purchase/Payment for cigarettes, all sorts of tickets, travel, prepaid sheets, driving lesson fee, qualifying exam fee, courier fee, utility fee, settlement substitution, top up and purchase of various electronic money handled by LAWSON, and winning lottery payout, etc.

[3] Photo copies, photo data prints using digital image printer

[4] ATM services

[5] Other purchase of the Goods, Etc. which are excluded from the granting Ponta Points by LAWSON's designation.

(2) Processing at the time of returning: If the Goods, Etc. is returned by a member, the granted Ponta Points to the member respect to settlement of the returning Goods, Etc. are deducted.

(3) Regarding the redeeming of the Ponta Points at the cashier: Member's accumulated Ponta Points can be redeemed for the settlement of the Purchase, Etc. at the cashier in the Target Store with the presenting of the membership card and the membership card has been certified. 1 Ponta Points can be redeemed to 1 yen equivalent for the Purchase, Etc. (hereinafter referred to as "**Redeem**"). However, with regard to settlement for some Goods, Etc. (including but not limited to those prescribed in Article 2. 1. (1) [1] to [5] of this special contract) is not applicable to the Redeem.

(4) About return / refund when the Ponta Points is redeemed at the settlement: In the case a member returns an item settled by redeeming the Ponta Points for the full of the item's settlement amount, LAWSON will refund the amount of redeemed Ponta Points at the purchasing store. In the case a member returns a part or all of the item settled by redeeming the Ponta Points for a part of the item's settlement amount and by paid the Cash, Etc. for the remaining amount, LAWSON will refund the amount of paid by the Cash, Etc. as priority than the amount of the redeemed Ponta Points.

(5) Restrictions on encashment of the Ponta Points: Member's accumulated Ponta Points cannot be changed to cash or refunded.

2. In the event of force majeure such as natural disasters, reasons attributable to telecommunications carriers, electricity suppliers and other subcontractor of LAWSON, reasons LAWSON cannot recognize directly and externally such as malfunction of software / hardware in Lawson or subcontractor, or unavoidable circumstances caused to business cessation of LAWSON, LAWSON is not responsible for that. In addition, LAWSON is not responsible for the case of the

granting, change, abolition of the Ponta Points, maintenance and inspection of the system, failure / damage of the membership card, or business cessation of LAWSON due to business necessity.

### **Article 3 (Agreement of using, providing, and sharing member information)**

Members shall agree in advance that LAWSON shall use the member information of the member as following and provide it to third parties.

#### (1) Purpose of using member information

LAWSON will provide member information of members to LAWSON's franchise stores (including directly managed stores of LAWSON's area franchise companies, and franchise merchants, hereinafter collectively referred to as "**Franchise Stores**"), LAWSON, HMV Entertainment Inc., and Mitsubishi Corporation for the only following purposes.

[1] In order to accomplish the business of Article 4.1.(2) of this special contract at franchise stores.

#### (2) Items of member information to be provided to the third parties.

[1] Information related to the membership number and status of membership card, etc. And Information related to Ponta Points such as granting, redeeming, balance, stores to be used, usage history of membership card, etc.

#### (3) How to provide the information to third party

Sending documents by mail, electronic way, or electromagnetic way.

### **Article 4 (Outsourcing)**

1. Members shall agree in advance that LAWSON will outsource the following business to the subcontractor designated by LAWSON.

(1) Business related to processing information of membership card and computer processing.

(2) Business related to receiving inquiries regarding to the usage of membership card.

2. Members shall agree that LAWSON may change or add the scope of outsourcing mentioned in this Article.

3. Members shall agree that LAWSON will entrust member information to subcontractor designated by LAWSON to the extent necessary for business in this Article.

#### **Article 5 (Changes of this special contract)**

LAWSON can change this agreement without notice, without prior consent of the customer, by notice or in a way that LAWSON judges as appropriate.

#### **Article 6 (Governing Law and Agreement Jurisdiction)**

1. This agreement conforms to Japanese law.
2. Disputes arising in connection with these Terms shall be the Tokyo District Court as the exclusive jurisdiction court of the first instance.

Date of enforcement: May 8<sup>th</sup>, 2018