

Terms and Conditions

Please read these terms and conditions carefully. The following terms and conditions including the Schedules and Customer Guidelines (defined below) (together, these “**Terms**”) govern your, the User’s (defined below), participation in the Loyalty Programme (defined below) and access to and the use of the Online Platform (as defined below) provided by us, the Company (defined below). **By participating in the Loyalty Programme and accessing and/or using the Online Platform, you agree to be bound by these Terms. If you do not agree to these Terms, please do not continue to participate in the Loyalty Programme and/or access and/or use the Online Platform.**

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| <p>1. Definitions and interpretation</p> | <p>1.1</p> | <p>Unless otherwise defined, the definitions and provisions in respect of interpretation set out in Schedule 1 will apply to these Terms.</p> |
| <p>2. THW Membership and terms of use of Online Platform and Loyalty Programme</p> | <p>2.1</p> | <p>You and the Company are the only parties to the Agreement.</p> |
| | <p>2.2</p> | <p>THW Membership: You agree and acknowledge that:</p> <ul style="list-style-type: none"> (a) you shall only obtain and maintain one THW Membership and one set of Security Credentials, as the Company will only recognise one THW Membership per individual; (b) the Company is entitled to at any time and at its sole discretion, suspend or terminate your THW Membership entirely; (c) the Company is entitled to at any time and at its sole discretion, introduce, restrict, suspend or amend any of the benefits and privileges in connection with your THW Membership; and (d) the Company may introduce additional tiers of THW Membership and in this regard: <ul style="list-style-type: none"> (i) your tier of membership may be determined by, <i>inter alia</i>, your amount of spending at the Participating Restaurants, in accordance with the Customer Guidelines; and (ii) Customers of different tiers may be entitled to receive different rights and privileges, as set out in the Customer Guidelines from time to time. |
| | <p>2.3</p> | <p>General Terms of Use: You agree to comply with any and all the guidelines, and notices pertaining to the THW Membership and access to and/or use of the Online Platform (including the Customer Guidelines) and participation in the Loyalty Programme, as well as any amendments to the aforementioned, issued by us, from time to time. We reserve the right to revise these guidelines and notices at any time and you are deemed to be aware of and bound by any changes to the foregoing upon their publication on the Online Platform.</p> |

- 2.4 **Additional terms:** In addition to the Agreement, the use of specific aspects of the Online and the Loyalty Programme or of more comprehensive or updated versions of the Online Platform and the Loyalty Programme offered by us and our designated sub-contractors or Affiliates, may be subject to additional terms and conditions, which will apply in full force and effect.
- 2.5 **Terms for Promotions for THW Points:** We may operate promotions for THW Points through the Online Platform, as set out in the Customer Guidelines (collectively “**Promotions**”). You should carefully review the specific rules of each Promotion in which you participate through the Online Platform, as they may contain additional terms and conditions and other important information about your participation in such Promotion. To the extent that the terms and conditions of such specific rules conflict with the Agreement, the terms and conditions of such specific rules shall prevail.
3. **Access to and use of the Online Platform and the Loyalty Programme**
- 3.1 **Use of the Online Platform and Participation in the Loyalty Programme:** Without prejudice to the generality of Clause 2.3, you acknowledge and agree:
- (a) that you have read, understand and agree to be bound by the Agreement;
 - (b) that you are at least 16 years old;
 - (c) that the Company’s decision on all matters and discrepancies relating to the Online Platform and the Loyalty Programme shall be final and binding;
 - (d) that you may earn THW Points on Eligible Transactions (as set out in the Customer Guidelines) according to the Customer Guidelines by spending at Participating Restaurants;
 - (e) that your balance of THW Points may be notified to you through the Online Platform or any other method as determined by the Company in its sole discretion;
 - (f) that: (i) THW Points may only be redeemed by obtaining Rewards as determined by the Company in its discretion from time to time; and (ii) Rewards and Vouchers may only be used, in the manner as set out in the Customer Guidelines;
 - (g) that THW Points earned will expire on the Expiry Date as set out in the Customer Guidelines;
 - (h) that the Company reserves the right to, at its sole discretion: (i) delay the issuance of THW Points; and/or (ii) cancel, revoke or otherwise deduct THW Points that have already been issued to you, including in circumstances where the Company suspects that you have undertaken any of the restricted activities set out in Clause 3.2 below;
 - (i) to ensure that any information or data you post on the Online Platform in connection with the Loyalty Programme is accurate and agree to take sole responsibility for such information and data; and

- (j) to use the Loyalty Programme only for lawful purposes and in a lawful manner at all times and further agree to conduct any activity relating to the Loyalty Programme in good faith.

3.2 **Restricted activities:** You agree and undertake NOT to: (a) allow any other person to participate in the Loyalty Programme, (b) earn or redeem THW Points for commercial purposes (THW Points are strictly for your personal use), (c) impersonate any person or entity or to falsely state or otherwise misrepresent your affiliation with any person or entity, (d) use the Online Platform and/or Loyalty Programme for illegal purposes, (e) attempt to gain unauthorised access to or otherwise interfere or disrupt other computer systems or networks connected to the Online Platform, (f) use or upload, in any way: (i) any software or material that contains, or which you have reason to suspect that contains, viruses, damaging components, malicious code or harmful components which may impair or corrupt the Online Platform's data or damage or interfere with the operation of another User's computer or mobile device; or (ii) any Prohibited Materials, and (g) use the Online Platform and/or Loyalty Programme other than in conformance with the acceptable use policies of any connected computer networks, any applicable Internet standards and any other applicable laws.

3.3 **Availability of the Online Platform and the Loyalty Programme:** We may, from time to time and without giving any reason or prior notice, upgrade, modify, suspend or discontinue the provision of or remove, whether in whole or in part, the Online Platform and/or the Loyalty Programme and shall not be liable if any such upgrade, modification, suspension or removal prevents you from accessing and/or using any part of the Online Platform and/or the Loyalty Programme.

3.4 **Right, but not obligation, to monitor or control use or content, to report activity or request information:** We reserve the right, but shall not be obliged to: (a) monitor, screen or otherwise control any activity, content or material on the Online Platform and/or through the participation in the Loyalty Programme. We may in our sole and absolute discretion, investigate any violation of these Terms and may take any action we deem appropriate, (b) prevent or restrict access of any User to the Online Platform and/or the Loyalty Programme, and/or (c) request any information and data from you in connection with your access to and/or use of the Online Platform and/or the Loyalty Programme at any time and to exercise our right under this Clause 3.4 if you refuse to divulge such information and/or data or if you provide or if we have reasonable grounds to suspect that you have provided inaccurate, misleading or fraudulent information and/or data.

3.5 **Right to collect, use and/or disclose certain data:** In the course of providing the Online Platform and/or the Loyalty Programme, you acknowledge that we and our service providers shall have the right to collect, use and/or disclose your data regarding: (i) information relating to the Eligible Transactions; and (ii) your use of or access to the Online Platform and/or the Loyalty Programme, for the purposes of: (a) providing, operating, maintaining, improving, marketing or promoting the Online Platform and/or Loyalty Programme; and (b) conducting statistical, trade or other form of analysis.

Where any of the abovementioned data includes personal data, Clause 9 below shall apply as regards to such personal data.

3.6 **Purported use/access:** You agree and acknowledge that:

- (a) any: (i) access to or use of, or purported access to or use of, the Online Platform and/or participation in the Loyalty Programme, and/or (ii) information, data, instructions or communications, whether or not authorised by you, referable to your Security Credentials shall, as the case may be, be deemed to be: (A) access to or use of the Online Platform and/or participation in the Loyalty Programme by you, and/or (B) information, data, instructions or communications transmitted and validly issued by you; and
- (b) you shall be bound by any: (i) access to or use of, or purported access to or use of, the Online Platform and/or the Loyalty Programme, and/or (ii) information, data, instructions or communications, whether or not authorised by you, referable to your Security Credentials, and you agree that we (and our service providers) shall be entitled (but not obliged to) act upon, rely on and/or hold you solely responsible and liable in respect thereof, as if the same were carried out, transmitted or issued by you.

3.7 **Security Credentials:** The password-protected and/or secure parts of the Online Platform and/or security pin protected parts or features of the Loyalty Programme may only be accessed by you with the use of your Security Credentials. The Security Credentials may either be: (i) determined and issued to you by us, or (ii) provided by you and accepted by us. We may at any time invalidate the Security Credentials without giving any reason or prior notice and shall not be liable for any loss or damage suffered by you arising out of or in connection with or by reason of such invalidation. You may from time to time be required to change your Password and/or security pin and hereby agree do so when required. You further agree to keep your Security Credentials confidential and shall be responsible for the security of your account. You are to notify us immediately if you have knowledge that or have reason for suspecting that the confidentiality of your Security Credentials has been compromised.

4. Fees

4.1 **Fees:** You shall pay to us the fee(s), if any, prescribed in the "Fees" portion of Customer Guidelines. All fees are subject to taxes, unless otherwise stated. We reserve the right to amend the fees in the Customer Guidelines at any time without giving any reason or prior notice.

4.2 **No Refunds:** No part of the fees due to us or any other consideration, charge, deposit or fee paid to us as consideration for the Loyalty Programme or undertakings provided by us under the Agreement, shall be refunded in the event of the expiry or termination of the Agreement for any cause whatsoever.

5. Intellectual property

- 5.1 **Ownership:** The Intellectual Property Rights in and to the content, including but not limited to text, software, code, scripts, webpages, music, sound, photographs, video, graphics, graphical user interface, forms, diagrams or other material contained in the Online Platform or the Loyalty Programme (collectively the “**Materials**”) are owned, licensed to or controlled by us, our licensors or our service providers. We reserve the right to enforce our Intellectual Property Rights to the fullest extent of the law.
- 5.2 **Restricted use:** No part or parts of any Materials may be reproduced, reverse engineered, decompiled, disassembled, separated, altered, distributed, republished, displayed, broadcast, hyperlinked, mirrored, framed, transferred or transmitted in any manner or by any means or stored in an information retrieval system or installed on any servers, system or equipment without our prior written permission or that of the relevant copyright owners. Subject to Clause 5.3, permission will only be granted to you to download, print or use the Materials for personal and non-commercial uses, provided that you do not modify the Materials and that we or the relevant copyright owners retain all copyright and other proprietary notices contained in the Materials.
- 5.3 **Trademarks:** The Trademarks are registered and unregistered trademarks of us or Third Parties. Nothing on the Online Platform, and in the Agreement shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use (including as a meta tag or as a “*hot*” link to any other website) any Trademarks displayed in respect of the Online Platform and Loyalty Programme, without our written permission or any other applicable trademark owner.

6. Our limitation of responsibility and liability

- 6.1 **No representations or warranties:** The Online Platform, the Loyalty Programme, and the Materials are provided on an “*as is*” and “*as available*” basis. All data and/or information contained in the Online Platform and/or the Loyalty Programme are provided for informational purposes only. No representations or warranties of any kind, implied, express or statutory, including the warranties of non-infringement of Third Party rights, title, merchantability or fitness for a particular purpose, are given in conjunction with the Online Platform, the Loyalty Programme, or the Materials. Without prejudice to the generality of the foregoing, we do not warrant: (a) the accuracy, timeliness, adequacy, commercial value or completeness of all data and/or information contained in the Online Platform, the Loyalty Programme or the Materials, (b) that the Online Platform, the Loyalty Programme or that any of the Materials will be provided uninterrupted, secure or free from errors or omissions, or that any identified defect will be corrected, (c) that the Online Platform or the Loyalty Programme or the Materials are free from any computer virus or other malicious, destructive or corrupting code, agent, program or macros, and (d) the security of any information transmitted by you or to you through the Online Platform, and you accept the risk that any information transmitted or received through the Online Platform may be accessed by unauthorised Third Parties and/or disclosed by us or our officers, employees or agents to Third Parties purporting to be you or purporting to act under your authority. Transmissions over the Internet and e-mail may be subject to interruption, transmission blackout, delayed transmission due to

internet traffic or incorrect data transmission due to the public nature of the Internet.

6.2 **Exclusion of liability:** The Company Parties shall not be liable to you for any loss, damage, fines or claims (including any direct, indirect, incidental, special, consequential or punitive damages or economic loss or any claims for damage to property, loss of profits or loss of use) whatsoever or howsoever caused (regardless of the form of action) arising directly or indirectly in connection with any access, use and/or inability to use the Online Platform, the Loyalty Programme and/or the Materials, even if THW or its agents or employees may have been advised of, or otherwise might have anticipated, the possibility of the same.

7. Indemnification

7.1 Without limiting the generality of any provision in the Agreement, the User shall indemnify, defend and hold harmless the Company Parties from and against any and all losses, damages, fines or claims which the Company Parties may suffer, sustain or incur, or which may be instituted, made, brought, threatened, alleged or established against the Company Parties, by any person and which in any case arises (whether directly or indirectly) out of, in relation to or by reason of: (i) any negligent and/or reckless act or omission, or any fraud, wilful default or wilful misconduct of the User, and/or (ii) any breach of or failure or delay in complying with any applicable laws by the User, including any rules, code of conduct and/or guidelines issued by any governmental, administrative or regulatory authority or agency.

8. Hyperlinks, alerts and advertising

8.1 **Hyperlinks:** For your convenience, we may include hyperlinks to other websites or content on the Internet that are owned or operated by Third Parties. Such linked websites or content are not under our control and we are not liable for the contents of, or the consequences of accessing any linked websites. Any hyperlinks to any other websites or content are not an endorsement or verification of such websites or content and you agree that your access to or use of such linked websites or content is entirely at your own risk.

8.2 **Alerts:** Where the Online Platform incorporates an alert and/or notification feature, you may receive Alerts where you have requested for such features to be activated, such as to notify you of the expiry of THW Points in accordance with the Customer Guidelines. Each Alert may be notified via SMS and/or email. We do not guarantee the delivery, timeliness or accuracy of Alerts. We shall not be liable to you or anyone else for losses, damages, fines or claims arising from: (a) non-delivery, delayed delivery or wrong delivery of an Alert, and (b) inaccurate content of an Alert.

8.3 **Advertising:** We may attach online advertising materials (such as banner ads, social networking ads, pop-ups and contextual ads) to the Online Platform for the purposes of advertising our (or our Affiliates') products and/or services. For the avoidance of doubt, you shall not be entitled to receive any payment, fee and/or commission in respect of any such advertising or other promotional materials.

9. Personal Data

9.1 You consent and acknowledge that your personal data may be collected, used and disclosed by the Company, its affiliates, its service providers and agents

for the purposes set out in the Privacy Policy and may be used by the Company, its affiliates, its service providers and agents in accordance with the Privacy Policy.

- 9.2 You consent and acknowledge that your personal data may be collected, used and disclosed by the Company, its affiliates, its service providers and agents for the purposes set out in the Privacy Policy and may be used by the Company, its affiliates, its service providers and agents in accordance with the Privacy Policy.
- 9.3 You warrant that where you have disclosed personal data of Third Parties (e.g. next-of-kin, friends or referees) to the Company and its service providers and agents in connection with the abovementioned purposes, you have: (a) informed the relevant person or third party individual that their personal data has been or will be disclosed to the Company; (b) informed the relevant person or third party individual that such personal data will be collected, used, stored, disclosed, transferred or otherwise processed by the Company in the manner as described in these Terms; and (c) obtained the consent of the relevant person or third party individual for the foregoing.
- 9.4 Upon reasonable request from the Company, you agree to provide the Company a copy of document(s) containing such consent or which evidence that the relevant individual has given such consent.
- 9.5 In addition, the Company may use your personal data to inform you, through voice calls, mail, e-mails, text messages and/or fax messages (as may be applicable depending on the mode of communication you agreed to), of news and offers that the Company thinks may be of interest to you and which relate to the benefits and privileges available to you through the Loyalty Programme. You may inform the Company at any point in time if you do not wish to receive such marketing materials from the Company by e-mailing us in the manner set out in the Privacy Policy.

10. Termination or suspension of access

- 10.1 **Termination or suspension of access by us:** In our sole and absolute discretion, we may with immediate effect upon giving you notice:
 - (a) terminate the Agreement and your use of the Online Platform and/or disable your Security Credentials; or
 - (b) bar access to the Online Platform (or any part thereof) and your participation in the Loyalty Programme,

for any reason whatsoever, including where your THW Membership has been terminated, a breach of any of these Terms or where if we believe that you have violated or acted inconsistently with any terms or conditions set out herein, or if in our opinion or the opinion of any regulatory authority, it is not suitable to continue providing the Loyalty Programme.

10.2 **Termination by you:** You may terminate the Agreement by giving notice in writing to us or via email to membership@timhowan.com. Upon receipt of the request, the Company will require two weeks to process the request. The Customer will be notified upon successful termination.

10.3 **Consequences of termination:** On termination of the Agreement, your participation in the Loyalty Programme shall terminate immediately and all the THW Points accumulated by you shall be forfeited. For the avoidance of doubt, you shall not be entitled for any compensation in respect of such forfeiture of THW Points. The termination of this Agreement under this Clause 10 shall not bring to an end to the Company's rights accrued prior to termination.

11. Notices

11.1 **Notices from us:** All notices or other communications given to you if: (a) communicated through any print or electronic media will be deemed to be notified to you on the date of publication or broadcast; or (b) sent by post or left at your last known address will be deemed to be received by you on the day following such posting.

11.2 **Notices from you:** You may only give notice to us in writing sent to our designated address, and we shall be deemed to have received such notice only upon receipt. The designated address for service of notices on us is:

Dim Sum Pte. Ltd.
101 Thomson Road
#08-07 United Square
Singapore 307591

11.3 **Other modes:** Notwithstanding Clauses 11.1 and 11.2, we may from time to time designate other acceptable modes of giving notices and the time by which such notice shall be deemed given.

12. General

12.1 **Governing Law:** Use of the Online Platform and/or participation in the Loyalty Programme, and the Agreement shall be governed by and construed in accordance with Singapore law and you hereby submit to the exclusive jurisdiction of the Singapore courts.

12.2 **Amendments:** We may by notice through the Online Platform or by such other method of notification as we may designate (which may include notification by way of e-mail), vary any term and condition of the Agreement, such variation to take effect on the date we specify. If you use the Online Platform or participate in the Loyalty Programme after such date, you are deemed to have accepted such variation. If you do not accept the variation, you must stop accessing or using the Online Platform and stop participating in the Loyalty Programme and terminate the Agreement. Our right to vary the Agreement in the manner aforesaid may be exercised without the consent of any person or entity who is not a party to the Agreement.

- 12.3 **Binding and conclusive:** You acknowledge and agree that any records (including without limitation records of any telephone conversations relating to the Loyalty Programme, if any) maintained by us or our service providers relating to or in connection with the Online Platform and the Loyalty Programme shall be binding and conclusive on you for all purposes whatsoever and shall be conclusive evidence of any information and/or data transmitted between us and you. You hereby agree that all such records are admissible in evidence and that you shall not challenge or dispute the admissibility, reliability, accuracy or the authenticity of such records merely on the basis that such records are in electronic form or are the output of a computer system, and you hereby waive any of your rights, if any, to so object.
- 12.4 **Sub-contracting and delegation:** We reserve the right to delegate or sub-contract the performance of any of our functions in connection with the Online Platform and/or the Loyalty Programme and reserve the right to use any service providers, subcontractors and/or agents (such as Advocado Pte. Ltd.) on such terms as we deem appropriate.
- 12.5 **Assignment:** You may not assign your THW Membership or any rights under the Agreement without our prior written consent. We may assign our rights under the Agreement to any Third Party.
- 12.6 **Force Majeure:** We shall not be liable for non-performance, error, interruption or delay in the performance of its obligations under the Agreement (or any part thereof) or for any inaccuracy, unreliability or unsuitability of the Online Platform's and/or the Loyalty Programme's contents if this is due, in whole or in part, directly or indirectly to an event or failure which is beyond our reasonable control.
- 12.7 **Severability:** The invalidity or unenforceability of any of the provisions in this Agreement shall not adversely affect or impair the validity or enforceability of the remaining provisions of this Agreement.
- 12.8 **Waiver:** In the event of a breach of the Agreement by you, our failure to enforce the Agreement shall not constitute a waiver of these terms, and such failure shall not affect the right later to enforce the Agreement. We would still be entitled to use our rights and remedies in any other situation where you breach the Agreement.
- 12.9 **Rights of Third Parties:** A person or entity who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act, Chapter 53B of Singapore or other similar laws to enforce any term of the Agreement, regardless of whether such person or entity has been identified by name, as a member of a class or as answering a particular description. For the avoidance of doubt, nothing in this Clause 12.9 shall affect the rights of any permitted assignee or transferee of the Agreement.
- 12.10 **Confidential Information:** You acknowledge and agree that all information and/or particulars sent or submitted by you in relation to any access to or use of the Online Platform and Loyalty Programme is non-confidential and non-proprietary unless otherwise expressly indicated by you, and may be used by the Company subject to Clause 9.

Schedule 1
Definitions and Interpretation

1. **Definitions.** Unless the context otherwise requires, the following expressions shall have the following meanings in this Agreement:
- 1.1 **“Affiliates”** means with respect to an entity, any person directly or indirectly controlled by, controlling or under common control with that entity, where **“control”** means the right to exercise, directly or indirectly, more than fifty per cent. (50%) of the voting rights attributable to the management of that person and/or the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such person.
- 1.2 **“Agreement”** shall mean the binding contract entered into between you and us which was formed upon confirmation of our acceptance of your application for THW Membership wherein you had agreed to these Terms.
- 1.3 **“Alerts”** means specific prompts in respect of expiry of THW Points and/or other content provided by us.
- 1.4 **“Customer Guidelines”** means the set of rules which we have developed and set out in [www.timhowan.com/membership/], describing the policies, requirements, procedures, instructions and guidelines relating to the Loyalty Programme (including in particular, how Customers are to earn and redeem THW Points and what our policies and requirements are), as may be amended by us from time to time.
- 1.5 **“Company”**, **“we”**, **“our”** and **“us”** refer to Dim Sum Pte. Ltd (Company Registration No: 201301178C), a corporation incorporated in Singapore and having a registered address at 101 Thomson Road, #08-07, United Square, Singapore 307591.
- 1.6 **“Company Parties”** means the Company and its Affiliates, and their respective officers, directors, employees, agents, independent contractors, successors and assigns.
- 1.7 **“Eligible Transaction”** means a transaction at a Participating Restaurant that is valid for the earning of THW Points, as determined by the Company in the Customer Guidelines from time to time.
- 1.8 **“Expiry Date”** means the date on which the THW Points, Rewards and/or Vouchers expire, as determined by the Company in the Customer Guidelines from time to time.
- 1.9 **“Fees”** means sums paid by the Customer to THW, prescribed in the “Fees” portion of Customer Guidelines. All fees are subject to taxes, unless otherwise stated.
- 1.10 **“Intellectual Property Rights”** means all copyright, patents, utility innovations, Trademarks and service marks, geographical indications, domain names, layout design rights, registered designs, design rights, derivative works, database rights, trade or business names, rights protecting trade secrets and confidential information, rights protecting goodwill and reputation, and all other similar or corresponding proprietary rights and all applications for the same, whether presently existing or created in the future, anywhere in the world, whether registered or not, and all benefits, privileges, rights to sue, recover damages and obtain relief or other remedies for any past, current or future infringement, misappropriation or violation of any of the foregoing rights.
- 1.11 **“Loyalty Programme”** means the loyalty programme implemented and operated by the Company, where customers of Participating Restaurants can receive Vouchers and earn THW Points by purchasing products and/or services of such Participating Restaurants, and such THW Points can then be used to redeem Rewards and other rights and privileges granted by Company from time to time.
- 1.12 **“Materials”** shall have the meaning ascribed to such term in Clause 5.1.
- 1.13 **“Online Platform”** means the web portal found at [<http://rewards.timhowan.com/>].
- 1.14 **“Participating Restaurant”** means a THW restaurant in Singapore who is participating in

the Loyalty Programme as indicated in the Customer Guidelines.

- 1.15 “**Password**” refers to the valid password that you use in conjunction with the User’s registered mobile number to access the password-protected and/or secure parts of the Online Platform.
- 1.16 “**Privacy Policy**” means the privacy policy / data protection policy which has been adopted by the Company. The Privacy Policy may be changed from time to time by the Company at its discretion without notice. Please refer to the corporate website of the Company for the Privacy Policy: [\[www.timhowan.com/membership\]](http://www.timhowan.com/membership).
- 1.17 “**Prohibited Material**” means any information, graphics, photographs, data and/or any other material that:
- (a) contains any computer virus or other invasive or damaging code, program or macro;
 - (b) infringes any third-party Intellectual Property Rights or any other proprietary rights;
 - (c) is defamatory, libellous or threatening;
 - (d) is obscene, pornographic, indecent, counterfeited, fraudulent, stolen, harmful or otherwise illegal under the applicable law (including without limitation the provisions of the Singapore Broadcasting Authority (Class Licence) Notification 1996); and/or
 - (e) is or may be construed as offensive and/or otherwise objectionable, in our sole opinion.
- 1.18 “**Promotions**” shall have the meaning ascribed to such term in Clause 2.5.
- 1.19 “**Rewards**” means the redemption of THW Points via the Online Platform (whether by the User himself/herself or by the staff at the Participating Restaurant) for rewards at all Participating Restaurants, including complimentary items, discounts offsetting the monetary value of an item, and discounts

offsetting a percentage of the nett purchase value of the bill.

- 1.20 “**Security Credentials**” means Password, security pin and any other unique login identification credentials (i) determined and issued to you by us; or (ii) provided by you and accepted by us to allow Users, to access the password-protected and/or secure parts of the Online Platform and/or security pin protected parts or features of the Loyalty Programme.
- 1.21 “**Terms**” means the terms and conditions in the Agreement, including the Schedules and Customer Guidelines.
- 1.22 “**Third Party**” means a legal entity, company or person(s) that is not a party to this Agreement.
- 1.23 “**Trademarks**” means the registered and/or unregistered trademarks, service marks, trade names and logos used and/or displayed in connection with the Online Platform and/or the Loyalty Programme.
- 1.24 “**THW Cash Voucher**” means a physical voucher that is issued to you by the Company in respect of a stored cash value.
- 1.25 “**THW Membership**” means membership in the Tim Ho Wan Rewards Loyalty Programme.
- 1.26 “**THW Points**” means the “THW”-branded loyalty points earned by you in connection with the Loyalty Programme.
- 1.27 “**User**”, “**you**” and “**your**” means any party with access to the Online Platform and/or who participates in the Loyalty Programme and, in the case of a party which is a natural person, individuals over the age of 16 or otherwise under the supervision of a parent or legal guardian.
- 1.28 “**Vouchers**” means the e-vouchers, e-tokens, e-coupons, e-stamps and/or any other electronic or physical form or code that are issued to you by the Company in respect of benefits and privileges made available pursuant to and in accordance with these Terms.

2. Interpretation

- 2.1 In this Agreement: (i) whenever the words “include”, “includes” or “including” are used in this Agreement, they will be deemed to be followed by the words “without limitation”; (ii) reference to Clauses, Paragraphs and Schedules are (unless otherwise stated) to clauses, paragraphs and schedules of this Agreement; (iii) words importing the singular only shall also include the plural and vice versa where the context requires and references to persons include bodies incorporate or unincorporated, including partnerships and their successors and assigns; (iv) unless expressly indicated otherwise, all references to a number of days mean calendar days, and the words “month” or “monthly” as well as all references to a number of months means calendar months; (v) clause, paragraph and/or schedule headings are inserted for convenience only and shall not affect the interpretation of this Agreement; (vi) references to a statute, law, by-law, regulation, rule, directive, delegated legislation or order also refers to the same as amended, modified or replaced from time and to any by-law, regulation, rule, directive, delegated legislation or order made thereunder; and (vii) any “frequently asked questions” or “FAQs” made available to you are merely illustrative and for reference only and shall not affect the interpretation of these Terms.
- 2.2 In the event of any inconsistency between the body of the Agreement and any of the Schedules, the body of the Agreement shall prevail unless otherwise provided.

Customer Guidelines

Fees

1. **Fees**
 - THW Membership is free for all Customers.

THW Membership

2. **THW Membership conditions**
 - Customer must be aged 16 years and above at the time of application.
 - Customer can register for THW Membership to the Loyalty Programme:
 - on the Online Platform at: <http://rewards.timhowan.com/>;
 - via QR codes provided at all participating Participating Restaurants; and
 - via QR codes and/or hyperlinks on THW's social media sites (Facebook and Instagram).
 - Customers may register either:
 - Using their mobile number only; or
 - Through a full registration of their particulars including their email address, gender and birthdate. THW Membership is only valid in Singapore.
 - There is no expiry to a THW Membership.

Participating Restaurants

3. **Participating Restaurants**
 - The Participating Tim Ho Wan Restaurants are the following:
 - Soft launch – Aperia Mall, Waterway Point & Great World City

THW Points Accumulation

4. **Earning THW Points**
 - **Eligible Transactions:** Transactions with nett purchase value of at least S\$1 (after deduction of government taxes and service charge) in a single receipt in-store at any Participating Restaurants, for dine-in or takeaway, shall qualify as “Eligible Transactions”.
 - Customers are still entitled to earn points if the following vouchers are used: THW Cash Vouchers and vouchers issued by malls and landlords (such as Capitaland Mall vouchers, Capitastar E-vouchers, Frasers Points) and banks.
 - **Ineligible Transactions:** The following shall not qualify as “Eligible Transactions”:
 - Transactions made through Third Party delivery or mall loyalty applications;
 - Corporate purchases and/or bulk orders;
 - Purchases of THW Cash Vouchers and seasonal promotional items (e.g. Chinese New Year products, mooncakes, rice dumplings);
 - Payment made using in-house discount vouchers such as THW Gift Certificates, THW promotional vouchers, and/or Third Party discount vouchers; and
 - NOTE: Where such gift certificates and/or vouchers are tendered as part payment for goods and services, Customers will be able to earn points on the portion of payment (e.g. via cash or other payment methods) not paid for using such vouchers and/or gift certificates (e.g. for ala carte items).
 - Any other product which the Company may, from time to time, specify at its own unfettered discretion.
 - **Rates for earning THW Points:** Customers may earn THW Points by making Eligible Transactions at any Participating Restaurant at the rate of 10 THW Points for every S\$1 spent.

- The amount of THW Points awarded will be rounded down to the nearest whole number (e.g. a bill of S\$9.55 nett purchase value will be awarded with 95 THW Points).
 - **Conditions to earn THW Points:** Without prejudice to other provisions in the Agreement, THW Points may be earned, subject to the following conditions:
 - THW Points are non-transferable (i.e. cannot be transferred or assigned to any person/organisation) and not exchangeable for cash and you may not use it on behalf of any other person or company (whether directly or indirectly).
 - THW Points are awarded per receipt based on the nett purchase value after deduction of miscellaneous items such as hand towels and alcoholic beverages, vouchers and discounts, redemption of points, and government taxes and service charge.
 - Customer shall identify himself/herself as member of the Loyalty Programme upon payment at a Participating Restaurant, provide his/her mobile number linked to the Loyalty Programme, key in his/her unique four-digit pin linked to the THW Membership, and where required, provide all necessary information as requested by THW for verification purposes. THW reserves the right to deny Customers from earning THW Points for Eligible Transactions should Customers refuse to provide such verification.
 - Customer must be physically present at the Participating Restaurant to earn THW Points.
 - Any request of THW Point redemption for previous or backdated receipts will not be entertained.
 - THW Points do not entitle you to any other right or interest (vested or otherwise) other than as set out expressly in the Agreement.
 - Customer may not assign, commercially exploit, encumber or otherwise deal with, in any manner, any of his / her rights in the THW Membership and/or THW Points otherwise than as expressly permitted under these Terms.
 - **Disputes:** Any dispute arising from or relating to any goods and/or services received in connection with use of THW Points, Rewards and/or Vouchers shall be settled between you and the Participating Restaurant and/or any other merchant/supplier of the goods and/or services, within 30 days from the date on which the dispute occurred.
5. **Crediting of THW Points**
- A Customer will have the THW Points credited within three (3) working days into his/her account and until the THW Points are credited, no redemption of THW Points for Rewards on the Online Platform is possible.
 - THW Points accrued from a single Eligible Transaction will be credited fully to one unique THW Membership.
6. **Expiry of THW Points**
- THW Points earned will be valid for 6 calendar months from the month in which it was credited and shall remain valid until the last day of the 6th calendar month. THW Points not redeemed by the Expiry Date shall automatically expire.
 - Expiry alerts will be sent to Customers via SMS and/or email notifications. For Customers who opt not to be reached via SMS and/or email, you may log in to the Online Platform to check on the Expiry Date of your THW Points.
 - Customers have the responsibility to utilise THW Points before expiry. There will be strictly no refund or extension of THW Points after expiry.
 - THW has the discretion to amend the validity and grace period of THW Points from time to time.

Redemption of THW Points

7. **Redemption of Rewards and Vouchers**
- **Redemption of Rewards:**
 - Redemption of THW Points can only be made through the Online Platform, where THW Points can be exchanged for the following Rewards at all Participating Restaurants:
 - complimentary items;
 - discounts offsetting the monetary value of an item; and
 - discounts offsetting a percentage of the nett purchase value of the bill.
 - Customers are not allowed to redeem Rewards using THW Points accumulated across different accounts.
 - Rewards can only be claimed on Customer's next visit to a Participating Restaurant.
 - Rewards can be stacked - there is no limit to the usage of redeemed Rewards at any one point.
 - Customers can claim Rewards upon payment at a Participating Restaurant by providing their mobile number linked to the Loyalty Programme. The staff at the Participating Restaurant may redeem Rewards linked to the Customer's Loyalty Programme. Customers would be required to enter their security pin to acknowledge the redemption of the Reward.
 - Rewards are non-transferable and not exchangeable for cash.
 - In the case where Rewards are tendered as part payment for goods and services exceeding the value of the goods and services, Customer will be required to top up the difference with cash.
 - Rewards on the Online Platform are determined by THW in its sole and absolute discretion. THW reserves the right to make any amendments to and withdrawal from the Online Platform without giving prior notice to Customers.
 - **Redemption of Vouchers:**
 - In addition to the accumulation of THW Points for redemption of Rewards, Customers who have activated his/her THW Membership may enjoy the following:
 - **Birthday Vouchers:** Customers who have provided their birthdate under a full registration of their particulars (as explained at Clause 2 of the Customer Guidelines above) will be entitled to Vouchers for complimentary items and/or will earn double THW Points on every Eligible Transaction at a Participating Restaurant during his / her birthday month. Individual Voucher terms and conditions apply (refer to Clause 2.5 of the Terms above for more details); and
 - **Welcome Vouchers:** Customers will be issued a one-off welcome Voucher upon registration which will entitle him/her to complimentary items. Individual Voucher terms and conditions apply (refer to Clause 2.5 of the Terms above for more details)..
 - Customers can use the Voucher upon payment at a Participating Restaurant by providing their mobile number linked to the Loyalty Programme. The staff at the Participating Restaurant may redeem the Voucher linked to the Customer's Loyalty Programme. Customers would be required to enter their security pin to acknowledge the redemption of the Voucher.
 - Vouchers are non-transferable and not exchangeable for cash.

- In the case where the Vouchers are tendered as part payment for goods and services exceeding the value of the goods and services, Customer will be required to top up the difference with cash.
 - Vouchers on the Online Platform are determined by THW in its sole and absolute discretion. THW reserves the right to make any amendments to and withdrawal from the Online Platform without giving prior notice to Customers.
 - **Expiry of Rewards and Vouchers:**
 - The Expiry Date would be stated within the specific Reward's and Voucher's terms and conditions.
 - Once redemption of THW Points for the Reward and/or Voucher is made, it is non-reversible and non-refundable. Upon expiry, Rewards and Vouchers will automatically be forfeited without compensation to Customer.
8. **Other privileges**
- In addition to the accumulation of THW Points, Customers who have activated their THW Membership get to enjoy invitations to exclusive events such as new product launches and promotions.

Miscellaneous

9. **Customer information**
- Customers may update their personal particulars:
 - by accessing and updating his/her personal particulars on the Online Platform; and/or
 - via email to membership@timhowan.com.
10. **THW's discretion**
- Notwithstanding any of the provisions within this Agreement, if THW has reasonable grounds to suspect that Customer has provided inaccurate, misleading or fraudulent information and/or data, THW has the absolute discretion to have Customer's THW Membership revoked, THW Points refunded and/or any other privileges from the Loyalty Programme withdrawn.
11. **Enquiries**
- Customers may direct further enquiries on the Loyalty Programme to membership@timhowan.com.