

## **TERMS AND CONDITIONS – LOYALTY PROGRAM**

### **General**

1. TCS shall not in any event be responsible and excludes all liabilities in respect of any, merchandise or services provided under the Membership Rewards Program by the Business Partner, included but not limited to quality or fitness of the merchandise supplied or services provided by the Business Partner.
2. TCS reserves the right to terminate the program at any time. TCS also reserves the right to change the program's Terms and Conditions at any time. These changes may include the imposition and change of fee for participation in the program, the expiration dates for accumulated points and expiry of the prepaid amount.
3. The request for the redemption of Rewards Points must be made by the Card member as prescribed.
4. Fraud or abuse relating to accrual of loyalty/reward program points in the Program or conversion of points may result in forfeiture of accrued points as well as cancellation of a Card member's Program.
5. All questions or disputes regarding eligibility of points for accrual, or conversion of points will be resolved by TCS at its sole discretion and decision of TCS shall be final and binding on the card holder.
6. The TCS Card is not transferable.
7. TCS failure to enforce a particular term and condition does not constitute a waiver of that term and condition by TCS.
8. TCS reserve the right to amend or terminate the Programme at its sole discretion. TCS reserve the right to vary or amend these Terms from time to time, at its sole discretion. In the event that any offer closes down owing to its going out of business or any other reason, TCS bears no responsibility for the same.
9. Standard terms and conditions as placed on TCS website will apply where relevant .
10. TCS will send transaction details, campaign offers and other promotional messages through SMS and email to the Loyalty Card holder.

### **A) TCS Reward**

#### **Program Eligibility:**

1. TCS Loyalty/ Reward program is available to all cash customers for booking shipments and utilizing other services through Express Centers.
2. TCS Loyalty/Reward program members can only redeem points with the approval of company authorized signatory.

#### **Points Accruals in the program:**

1. Point award system will be as per the schedule mentioned at TCS official website.
2. Rewards points accrued in this program have no cash or monetary value. They can only be utilized or redeemed against the products/items/Services offered by TCS and 3<sup>rd</sup> party merchant outlets as and when notified by TCS.
3. If the card member cancels his / her card, or for any reason TCS cancels his / her card, any points accrued in the card members program account shall be considered cancelled and TCS will not hold any liability against it.

4. Reward Points will be given on TCS service charges and not on the total invoice amount that includes sales tax, custom duty, freight etc.

### **Points Expiry**

All Unearned Loyalty Card points (which includes but are not limited to promotional and/or introductory points) shall hence forth expire at the discretion of TCS Pvt. Limited.

### **Notice of accumulated points:**

TCS may notify the Card member through SMS and/or email (where provided) once a month of the number of loyalty/reward points accrued under the Program account.

### **Points Redemption**

1. Redeemed rewards are not exchangeable for other Rewards, Refundable, Replaceable, or Transferable for cash or credit under any circumstances.
2. Company will have a right to withhold applicable tax on the redemption of reward points.
3. TCS reserves the right to cancel, change or substitute the rewards or the Reward condition at any time without notice or assigning any reason.
4. All warranties of the items features in the loyalty/reward program would be as per the warranty policy of the business partner.
5. Any additional taxes, transportation or accommodation arrangements made in connection with any reward will be the sole responsibility of the card member.
6. Any installation charges or expenses made in connection with any reward will be the sole responsibility of the card member and TCS bears no responsibility of any such costs.
7. TCS assumes no responsibility for any loss or damage resulting from accident or otherwise to any person or thing in association with the reward redeemed.
8. If a card member has transacted through offline TCS center then he/she will be able to redeem points only at that specific center till that the time such express center becomes online which is the sole discretion of TCS.
9. TCS maintains no return policy of the redeemed rewards from the membership regards program.

### **B) Terms and Conditions – Prepaid Services**

1. You can use the Prepaid Services on Loyalty card at any TCS outlet to avail services on General, Overland, and International & Sentiments Shipment subject to availability of the balance.
2. To apply for our Prepaid Services you must be at least 18 years of age any fill out the complete registration form available on Website or at any TCS Express Center.
3. Funds can be loaded to your TCS Card upon submission of payment in cash. Limits apply to the number of times your Prepaid Card may be loaded in a day and certain minimum and maximum load limits apply. We reserve the right to refuse to accept any particular loading transaction without assigning any reason.
4. Relevant taxes will apply when prepaid amount is loaded/ charged.
5. All payments made using your TCS Card shall be in its Denominated Currency. If you are paying for services in another currency, we will deduct the value of your transactions from the balance on your TCS Card on the prevailing exchange rate.

6. The Card is the property of TCS. TCS has a right anytime to suspend, restrict or cancel your Prepaid Services or refuse to issue without assigning any reason
7. Prepaid Amount will be valid for one year from the date on which prepaid amount is loaded.

8. TCS assume no responsibility of the unauthorized or fraudulent transaction on the prepaid services of TCS Card. Further the available balance as confirm by TCS will be considered as final and will be acceptable to card holder.
9. If you know or suspect that your TCS Card is lost or stolen, or that the PIN or password is known to an unauthorized person, or if you think a transaction has been incorrectly executed you must tell us without undue delay by calling us on 111-123-456.
10. We will not be liable for any loss arising from any cause which results from abnormal or unforeseen circumstances beyond our control, consequences which would have been unavoidable despite all our efforts to the contrary;
11. We are also not liable for business interruption, loss of revenue, goodwill or opportunity; any indirect or consequential loss arising from your total or partial use or inability to use your Prepaid Card, or the use of your Prepaid Card by any third party.
12. TCS reserve the right to change any of the terms and conditions any time.
13. By using the Prepaid Services of Loyalty card you are agreeing to these terms and conditions.
14. Standard terms and conditions are also placed on TCS website will apply where relevant.

**Applicable Law and Jurisdiction:**

- (a) This terms and conditions and any matters relating to this Product shall be governed by and construed in accordance with the laws of Pakistan.
- (b) The parties submit and agree to the exclusive jurisdiction of the courts of Karachi