

Sika®RewardLah Loyalty Program – Retailer & End-User Terms and Conditions

Effective Date: 01 Oct 2026

A. Program Terms and Conditions

1. Introduction

- 1.1. The **Sika®RewardLah** Loyalty Program ("**Program**") is owned and operated by Sika (Singapore) Pte. Ltd. ("**Sika**"). Participation in the Program creates a contractual relationship between the User (as defined in paragraph 1.3 below) and Sika governed by these Terms and applicable laws of Singapore.
- 1.2. These terms and conditions, the Terms of Use set out in section B below and the Privacy Statement set out in Section C below (collectively the "**Terms**") govern the access, participation, redemption of rewards, eligibility of rewards for Users of the Program as well as all other matters relating to the Program. The Users of the Program must read these Terms carefully and by registering as a member of the Program, you agree to be bound by the Terms.
- 1.3. The Program is introduced and implemented in Singapore only and is solely intended for retailers and end users (the "**User**") of Sika in Singapore. The Program is available only to individuals aged eighteen (18) years or older who are residents of Singapore and who satisfy the eligibility requirements set out in these Terms. Employees of Sika, their family members, Sika's associate companies, distributors, agents, advertising and promotional agencies, auditors and their associate companies are not eligible to participate in the Program.
- 1.4. The Program only covers a selection of Sika Products ("**Products**" or individually the "**Product**") Sika's commitment under the Program is subject to a limited set number of entries, and Sika may, in their sole discretion, limit the number of participants periodically depending on the number of entries received.

2. Registering as a member of the Sika® RewardLah application

To participate and become a member of the Program, the User will be required to take the following steps:

- 2.1 Download the **Sika® RewardLah application** (the "**Program App**") from the Apple App Store or Android Play Store to register and participate in the rewards program.
- 2.2 Provide their full name, mobile number and personal details and agree to the Program Terms.
- 2.3 Select the correct Persona that are available: Retailer Owner, Retailer Staff or End User.
- 2.4 Input the One-Time Password ("**OTP**") received via SMS text to the registered mobile number. Once the User inputs the OTP, he/she becomes a member of the Program.
- 2.5 By registering for the Program, the User accepts and consents to Sika's collection, use, storage, disclosure, transfer and processing of their Personal Data [as defined by the Personal Data Protection Act 2012 of Singapore ("**PDPA**")], Sika's Privacy Notice, and all applicable regulatory requirements. Personal Data may be collected for member administration, reward fulfillment, fraud prevention, service improvement, customer support, compliance management, and other legitimate business purposes.
- 2.6 The User acknowledges that the Program App is hosted and maintained by a third-party service provider and such service provider shall be the data processor in terms of applicable data protection laws.
- 2.7 The personal information collected from the User in connection with the Program, will be collected, stored, used, disclosed, transferred and safeguarded in accordance with the PDPA and our Privacy Statement and Privacy Policy which can be found in the following links:
<https://sgp.sika.com/en/home/footer/privacy-notice.html>
- 2.8 The User warrants that all registration details are accurate, complete and current and shall promptly update any changes through the Program App. Sika reserves the right to suspend participation where information cannot be verified.

3. Reward Points and Registration as a Member of the Program

- 3.1. Once the User has successfully registered as a member of the Program App, the User may check the status of its account. For example: [reward points accumulated, reward points expiry, request

redemption if the User has accumulated sufficient points to redeem] various (a) vouchers (b) reward as available on the Program App.

- 3.2. A Sign-Up Reward will only be credited after the User's first valid proof-of-purchase submission has been approved by Sika.
- 3.3. To obtain reward points, the User must first log into the Program App and then select the option "**Claim Points**". The User will then need to upload their proof of purchase, from which the Program App will verify the validity of the purchase and the quantity of Products purchased. The proof of purchase must be a digital copy, in which details such as, but not limited to, vendor & Products' names, are clearly visible. Upon successful verification, the User shall be assigned reward points in accordance with the corresponding reward points for such Product stated within the Program App. Accumulated reward points can be redeemed for vouchers/rewards listed on the Program App.
- 3.4. Proof of purchase differs by and depends on the Persona of User:
 - 3.4.1. Retailer Owner & Retailer Staff: A valid Delivery Order (DO) issued by a Participating Distributor designated by Sika. The current list of Participating Distributors will be made available within the Application and may be updated from time to time.
 - 3.4.2. End User: A valid Purchase Receipt
- 3.5. All proof of purchases must be submitted within thirty (30) days of the date of purchase, and must clearly show the vendor, transaction date, and Product name(s) and quantity. Submissions are verified using an automated AI/OCR tool and may be subject to manual validation by Sika or its service provider. Sika reserves the right to reject submissions that cannot be verified, are duplicated, or relate to purchases outside the list of Participating Distributors. Delivery Orders submitted by Retailer Staff are credited only to the corresponding Retailer Owner account
- 3.6. Rewards points are valid for 12 months from the date they are credited to the User, and can only be redeemed during this period. Upon expiry, reward points shall automatically be forfeited. Reward points are non- transferrable. Expiry notifications may be sent to Users prior to expiry date.
- 3.7. Reward Points constitute promotional benefits only and do not possess any monetary value, property rights or cash equivalency. Points may be redeemed solely in accordance with the Reward Catalogue published by Sika and which is in force at the time of redemption. The number of Points required for each Reward shall be as published within the Reward Catalogue which is in force at the time of redemption.
- 3.8. Birthday Rewards. Users who choose to provide their birthday (day and month only) in their profile and opt in to receive birthday communications may receive a birthday reward or greeting during their birthday month, as determined by Sika from time to time. Providing a birthday is optional and is not a condition of participation. Birthday rewards are subject to availability, are non-transferable and cannot be exchanged for cash. The birthday recorded in the profile at the start of the relevant month will apply, and a birthday may be changed no more than once every twelve (12) months.

4. Terms of Use of the Program App

- 4.1 User agrees and acknowledges that the Program App is developed, hosted and provided by a third-party service provider and the use of the Program App also constitutes the User's consent to the third-party service provider's End User Agreement found on <https://www.usetada.com/en/terms-and-conditions-platform/>In the event of any inconsistency between TADA's End User Agreement and these Terms (including the Privacy Statement in Section C), these Terms shall prevail, and TADA processes Users' personal data in connection with the Program solely on Sika's behalf as its data processor.

5. Compliance

- 5.1 The User shall not use the Program in any manner that would cause Sika to violate applicable laws relating to anti- corruption, anti-bribery, competition, sanctions, export control, anti-money laundering or public-sector procurement requirements.
- 5.2 Rewards shall not be offered, transferred, redeemed or used for the purpose of improperly influencing any Public Official, customer, contractor or business partner. Members must comply with the Prevention of Corruption Act 1960 of Singapore.

- 5.3 Program participation shall not be used to facilitate anti-competitive arrangements, market allocation, price-fixing, bid rigging or any conduct prohibited by the Competition Act 2004 of Singapore.
- 5.4 Employer consent and policy compliance. Where a User participates in the course of the User's trade, employment or business (including as a retailer, applicator, or the employee or personnel of a retailer or contractor), the User participates subject to, and represents that such participation complies with, the policies, contractual obligations and codes of conduct of the User's employer or principal. Where required, the User must obtain the employer's or principal's prior consent before participating, and Sika may require documented evidence of such consent as a condition of enrolment.
- 5.5 No inducement; no employment or agency. Reward Points and rewards are provided solely as promotional and marketing benefits and shall not be construed as commissions, salary, employment compensation, kickbacks or improper inducements. Participation does not create any employment, agency, partnership, representative or fiduciary relationship between Sika and any User.
- 5.6 Customer choice and fair competition. The Program does not require exclusivity in favour of Sika Products and shall not be operated so as to prevent, restrict or distort competition. Users remain free to purchase, recommend, promote or sell competing products, and nothing in the Program requires any User to recommend or sell Sika Products where these are not suitable for the customer's requirements. Sika shall not use the Program to access, exchange or influence the resale prices applied by its distributors or retailers.
- 5.7 Taxes. Users are responsible for any taxes payable under Singapore law in respect of rewards or benefits received under the Program. Where required by law, Sika may withhold, report or remit applicable taxes to the relevant authorities.

6. Termination and Modification

- 6.1 Sika may cancel, modify, suspend, restrict or terminate the Program or any aspects or feature of the Program from time to time without any prior notice; and such changes may affect the reward points already accumulated or earned and/or the ability to redeem accumulated rewards. In such instance, any rewards points earned before Program termination or suspension may be redeemed as set out in clause 6.2 below.
- 6.2 Notwithstanding clause 6.1, any Reward Points validly earned by a Member before the effective date of any modification, suspension or termination of the Program shall be honoured. Sika shall give Members reasonable prior notice of, and a reasonable period to redeem accumulated Reward Points in respect of, any change that materially and adversely affects Members, save that Reward Points obtained through fraud, abuse or breach of these Terms may be cancelled or forfeited without notice. This clause is without prejudice to Members' rights under the Consumer Protection (Fair Trading) Act 2003.
- 6.3 Sika reserves the right to exclude the User from or to discontinue the User's participation in the Program and to carry out checks on the User's membership account at any time, in our sole reasonable discretion. Any suspected abuse of the Program, failure to follow any sections of these Terms, illegal activity, fraud, misrepresentation or other conduct which Sika considers (acting reasonably) to be inconsistent with these Terms and/or detrimental to us or our interests, including without limitation, any suspected illegal, fraudulent other unauthorized use of any Program rewards, may result in the revocation of the User's membership and make the User ineligible for further participation in the Program.
- 6.4 If the User's membership is revoked, any rewards in the User account will automatically expire and your access to the Program will automatically be terminated. If Sika suspects illegal activity, fraud, misrepresentation, abuse or violation of these Terms, Sika reserves the right to take appropriate legal action, in its sole discretion.
- 6.5 If the User decide you no longer want to be a part of the Program, the User may cancel the User's membership by contacting Sika. If the membership is cancelled, the User will lose all accumulated rewards points.

7. Severability

- 7.1 Each provision of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining provisions will remain in full force and effect

8. Indemnification

- 8.1 The User agree to defend, indemnify and hold Sika, its parent company, subsidiaries, affiliates, partners, licensors, officers, directors, employees, and agents harmless for any loss, damages or costs, including legal costs and expenses on an indemnity basis, resulting from any third-party claim, action, or demand resulting from his/her participation in the Program in violation of any law, rule, regulation or these Terms.

9. Governing Law and Disputes

- 9.1 These Terms are governed by laws of Singapore, without regard to any conflict of law principles and User agrees to submit to the exclusive jurisdiction of the Singapore Courts with respect to any dispute arising out of or in connection herewith.

10. Contact Information

- 10.1 For information or enquiries regarding the Program, please contact us via:
[E-mail: sales@sg.sika.com ; Whatsapp: +65 9325 8603]

B. TERMS OF USE OF THE SIKAR® REWARDLAH APP

1. Introduction

- 1.1. PLEASE READ THESE TERMS OF USE (“**Agreement**” or “**Terms of Use**”) CAREFULLY. BY DOWNLOADING, ACCESSING, BROWSING OR UTILIZING ANY SERVICES ON **Sika® RewardLah App**, AN APPLICATION FOR MOBILE AND HANDHELD DEVICES (“**Platform**”), YOU CONSENT TO BE BOUND BY THESE TERMS OF USE AND OTHER POLICIES (INCLUDING BUT NOT LIMITED TO ANY REFUND AND/OR CANCELLATION POLICY AND PRIVACY POLICY) AS POSTED ON THE PLATFORM FROM TIME TO TIME, WHICH TAKES EFFECT ON THE DATE ON WHICH YOU DOWNLOAD, INSTALL OR USE THE SERVICES, AND CREATES A LEGALLY BINDING AGREEMENT. IF YOU DO NOT WISH TO BE BOUND BY THIS AGREEMENT, KINDLY DO NOT ACCESS OR UTILIZE THE PLATFORM AND PLEASE DELETE/REFRAIN FROM ACCESSING THE SAME.
- 1.2. The application **Sika® RewardLah** is hosted managed and maintained by Tada Network PTE. LTD. (hereinafter “**TADA**”), a company incorporated in Singapore and having its registered office at 21B Bukit Pasoh Road, Singapore 089835.
- 1.3. For the purpose of these Terms of Use, wherever the context so requires, the terms, “**TADA**”, “us” or “our” shall mean Tada Network PTE. LTD. (the third-party provider of the Platform) only, and “**Sika**” shall mean Sika (Singapore) Pte. Ltd. “**You**” shall mean any natural or legal person who is a “**Visitor**” (which means that you are merely browsing our Platform) or a “**User**” (which means that you have registered with the application as a user). As long as you comply with these Terms of Use, Sika grants you a non-exclusive, non-transferable, limited right to enter and use our Platform and services.
- 1.4. **Sika® RewardLah** is a platform that provides Users incentives with other features such as product information, product selectors, coverage calculators, information in relation to events, registrations for the same, etc. **Sika® RewardLah** also allows the Users to check their balance and redeem the points that have been accumulated.

2. AMENDMENTS

- 2.1. Sika reserves the right to modify the contents of these Terms of Use from time to time and at any time, and such modification shall come into effect from us posting the modifications on our Platform. User agrees to be bound by any such modification to these Terms when he/she uses the Platform subsequent to such modification. User shall, at all times, be responsible for regularly reviewing the Terms of Use and the other policies.

3. REGISTRATION OR USE OF THE PLATFORM

- 3.1. User must be 18 (eighteen) years or older to visit/register the Platform. By registering and using the services, User agrees that he/she is eighteen years or above and he/she is not barred by any law to contract and User agrees confirms that he/she has read and accepted these Terms of Use. Sika are under no obligation to accept a request for registration.
- 3.2. User may access the Platform by registering to create an account (“**Sika® RewardLah**”) through a mobile app or webpage, by providing your mobile number and related personal information. Once registered, User will receive a One-Time Password (“**OTP**”) via SMS/Whatsapp on the mobile number for user authentication. Once the User inputs the OTP on the Platform, User is eligible to become a member (“**Membership**”).
- 3.3. By registering your mobile number with us, User will receive service-related messages (such as OTPs and account, points and redemption notifications) via SMS, WhatsApp or the Platform. Marketing and promotional messages (including information on events and promotions, and birthday rewards) will only be sent where User has given separate consent through the opt-in provided in the Program App. You have the option to “opt- out” of receiving future communications or request for your name to be deleted from our mailing lists by contacting the email address given below. Sika does not guarantee that all communications sent by us will be delivered in its entirety to you. User acknowledges that he/she is responsible for all charges and permissions required for accessing our Platform through your mobile network provider.
- 3.4. User agrees to provide accurate and complete information about yourself while registering on our Platform as a Member and undertakes to promptly update your registration data to keep it up to date

and complete. If Sika is unable to establish your unique identity against a valid mobile number, your account shall be indefinitely suspended.

- 3.5. User is permitted to have only have one **Sika® RewardLah** account at any given point in time. If User fails to comply, Sika reserves the right to suspend all multiple accounts without being liable for any compensation.
- 3.6. Sika reserves the right to disclose to third parties data, not including personal data, related to you. If Sika are required to share your personal data, (1) User hereby expressly permits us to do so and (2) Sika are bound to share such personal information in compliance with all applicable laws.
- 3.7. Sika reserves the full discretion to suspend your account in the event User fail to comply with any of the terms mentioned herein.

4. SERVICES OFFERED

- 4.1. **Sika® RewardLah** provides a number of internet-based services through the Platform like redeeming points pursuant to the purchase of products, check balance of the points available for you, redeem the points either for vouchers or reward, as provided in the reward brochure ("**Reward**").
- 4.2. Upon becoming a Member, in order to claim points, the User will need to upload the proof of purchase, from which the Platform will verify the both the purchase and quantity of Products purchased. The proof of purchase must be a digital copy, in which details such as, but not limited to, vendor, transaction date, place of purchase, Products' names and quantity, are clearly visible. Upon successful verification, the User shall be assigned reward points in accordance with the corresponding reward points for such Product stated within the Platform at the time of purchase.
- 4.3. User can redeem the points for the rewards as available on the Platform, as per the Reward Policy – see section 6 of these Terms of Use. The maximum retail price of the rewards may not match the number of points required to redeem the Reward and neither Sika nor TADA gives any warranty, guarantee or assurance on the quality, use or purposes of the reward selected by you.
- 4.4. If in a transaction performed by User on the Platform, there is a change in points, or User experiences any issues or did not receive your redeemed voucher or reward within 14 working days, User can either contact us via the Platform by using the "**Contact Us**" button and have a live chat with us or User can use the call option to contact us. Sika or TADA does not take any liability for timely disbursements or delivery of the redeemed voucher/rewards. User hereby fully releases us from any claims arising out of or in connection with the delay in the rewards points, disbursement, delivery of rewards, damages caused to the voucher / reward products in transportation or any related loss or cost.

5. REWARDS AND POINTS

- 5.1. Points cannot be redeemed for cash or transferred to accounts for payment of account invoices. Points cannot be transferred from one mobile number to another mobile number that is registered under the same name. Points are not transferable to another Member or any entity.
- 5.2. The points have an expiration of 12 months from the date of crediting into your account on the **Sika® RewardLah App**. All unused points after these 12 months period will be forfeited.
- 5.3. The Points can be redeemed for a wide range of rewards items and offers listed in the reward catalogue section of **Sika® RewardLah App** platform at the time of redemption.
- 5.4. Points may be redeemed at any time for rewards. Your points balance must be sufficient for the reward you wish to acquire. The range of rewards will change from time to time, without notice and are subject to availability. And the number of points required to redeem any reward may change at any time without notice.
- 5.5. The ordering and delivery of rewards is subject to the merchants' terms and conditions upon check-out. The time taken to deliver a reward will vary per merchant. Sika and/or TADA shall not be liable for any delay in delivery of the Reward item.
- 5.6. Member will be notified upon claiming the e-voucher online. Voucher code/s will be sent through this channel.
- 5.7. When an order has been processed, the request cannot be amended, withdrawn or exchanged for another reward or offer.

- 5.8. All rewards will appear in the reward list and will be available for redemption. Rewards that are no longer available will be removed from the catalogue.
- 5.9. If there are any issues during the reward redemption process, the points will be returned to the User's account and User will have to request for the redemption of the reward again in accordance with these Terms of Use and for avoidance of doubt, upon a further redemption request, the original requested item may no longer be available.
- 5.10. Any warranty claims must be taken up directly with the reward merchant should a warranty issue arise. Sika and/or TADA shall not be liable for any defects, deficiencies or any loss, damage or injury caused by any of the rewards. Member may refer to the terms and conditions of the merchants or may reach out directly to them.
- 5.11. Where a reward takes the form of a voucher or a reward card, it must be used before the expiry date stated therein, voucher's expiry date applies as specified by each merchant, User may refer to the merchant fine print for details.
- 5.12. Sika is not responsible or liable for any loss of redemption points where the reduction or redemption is not authorized by Sika.
- 5.13. User must only use its own points for rewards redemption. Sika will not be accountable if another User uses another User's account or points. User must not use another User's account or points to redeem for rewards. Points may not be pooled with other User to redeem rewards.

6. REWARD POLICY

- 6.1. TADA do not own, sell, resell on its own and/or do not control any of the products given as rewards. User understands that any Reward redeemed by User shall be subject to the terms and conditions set out in these Terms of Use including, but not limited to, product availability and delivery location serviceability. In the event the Reward is unavailable or undeliverable for any reason whatsoever, User will be notified as soon as reasonably practicable and the points will be returned to your account. Sika and TADA hereby expressly reject and disclaim any warranties or guarantees for the reward products, its availability or the timelines for delivery.
- 6.2. The voucher / Rewards will be restricted to the items listed on the Platform.
- 6.3. The validity and expiration date of the redemption vouchers shall be as stated in the relevant product information.
- 6.4. By requesting a specific reward, User agrees and acknowledges that User have reviewed the delivery costs and agree to paying any additional costs for shipping, taxes, etc for delivery of the Reward.
- 6.5. Once a Reward is redeemed by way of the reward points, Sika do not offer any refunds or exchanges against the same.
- 6.6. TADA disclaims and waives any liability arising out of any incorrect or inaccurate warranty in relation to the specifics (like description, quality, marketability, servicing, etc.) of the Reward.
- 6.7. The images of the Rewards shown are for visual representation only and may vary from the actual product.
- 6.8. Product warranty in relation to the Reward shall be regulated by the terms and conditions mentioned on the warranty card of respective products issued by the merchant. TADA or the Sika shall not be liable or responsible to User for any direct, associated or indirect or consequential loss or damage.

7. USER CONDUCT

- 7.1. User agrees, undertakes and confirms that his/her use of the Platform shall be strictly governed by the following binding principles:

User shall not directly or indirectly do or cause any action, on the Platform, which:

- Promotes information that User knows is false or misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous, including a photograph of another person that User have posted without that person's consent or otherwise constitutes an invasion of an individual's privacy or infringement of publicity rights.

- Involves commercial activities and/or sales without TADA's prior written consent, such as contests, sweepstakes, barter, advertising, and/or pyramid schemes.
- Provides any telephone numbers, street addresses, last names or email addresses of anyone other than your own.
- Solicits passwords or personal identifying information from other Users
- Harasses or advocates harassment of another person
- Involves the transmission of "junk mail," "chain letters," or unsolicited mass mailing, instant messaging, "spimming," or "spamming"
- Furthers or promotes any criminal activity or enterprise or provides instructional information about illegal activities including, but not limited to making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses.
- Post, shares or promotes any type of material, articles, photos, videos or fake news which is/are offensive and/or promotes racism, religious bigotry and/or, hatred or physical harm of any kind against any group or individual.
- Exploits people in a sexual or violent manner.
- Contains nudity, violence, pornography, sexually explicit material or offensive subject matter
- User shall not pretend that User is, or that User represents someone else, or impersonates any other individual or entity.
- User shall not use the Platform or any content on the Platform for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity that infringes the rights of TADA
- User shall not make any negative or defamatory statement(s) or comment(s) about us or our domain name or the name **Sika® RewardLah** or engage in any conduct or action that might tarnish the image or reputation, of TADA and/or the Sika on the Platform or otherwise tarnish or dilute any TADA's trade or service marks, trade name and/or
- User shall not launch any "page-scrape", "deep-link", "spider", "robot", or other automatic device, program or code etc. to access, copy or monitor any portion of the Platform, to acquire or attempt to acquire any materials, documents or information through any means not intentionally available on the Platform. Sika and /or TADA reserves its right to prohibit any such activity and suspend your account immediately.
- User agrees that User will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Platform or TADA's systems or networks.
- User shall not attempt to gain unauthorized access to any portion or feature of the Platform, or any other systems or networks connected to the Platform or to any server, computer, network, or to any of the services offered on or through the Platform, by hacking, "password mining" or any other illegitimate means.
- User agrees not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Platform or any transaction being conducted on the Platform, or with any other person's use of the Platform.
- User shall at all times ensure full compliance with the applicable provisions, as amended from time to time.
- User's participation in, and use of The Loyalty Program is contingent on compliance with the Terms and all relevant policies of Sika and TADA, including but not limited to Sika's privacy policy and any promotional terms and conditions that Sika may run from time to time.

8. DISCLAIMER AND LIMITATION OF LIABILITY

- 8.1. TADA and the Sika does not warrant or represent that the material on the platform is accurate, complete or current or that the website or the Program App will be free of defects or viruses.

- 8.2. All the materials and products (including but not limited to software) and services, included on or otherwise made available to User through the Platform, are provided on "as is" and "as available" basis without any representation or warranties, express or implied except otherwise specified in writing.
- 8.3. TADA and Sika shall not be liable to User or anyone else for any losses or injury arising out of or relating to the information provided on the Platform. In no event will Sika or our employees, affiliates, authors or agents be liable to User or any third party for any decision made or action taken by your reliance on the content contained herein.
- 8.4. User acknowledges that third party services may be available on the Platform. Sika may have formed alliances with some of these third parties from time to time in order to facilitate the provision of certain services to you. However, User acknowledge and agree that at no time are Sika making any representation or warranty regarding any third party's services or products nor will Sika be liable to User or any third party for any consequences or claims arising from or in connection with such third party including, and not limited to, any liability or responsibility for, death, injury or impairment experienced by User or any third party. User hereby disclaims and waives any and all such rights to make claims against Sika, save to the extent that such liability cannot be excluded or limited under applicable law.
- 8.5. In no event shall TADA or the Sika be liable for any indirect, punitive, incidental, special, consequential damages or any other damages resulting from:
 - I. the use or the inability to use the Platform, services, products, vouchers or Reward;
 - II. unauthorized access to or alteration of the user's transmissions or data;
 - III. breach of condition, representations or warranties by the manufacturer of the Reward or the products, and vouchers displayed on the Platform; or
 - IV. any other matter relating to the services including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of the Platform or service. TADA and the Sika shall not be held responsible for non- availability of the Platform during periodic maintenance operations or any unplanned suspension of access to the Platform. Any material and/or data downloaded from the Platform is solely at your own discretion and risk and User will be solely responsible for any damage to your mobile phone or mobile device or loss of data that results from such download.

9. WAIVER OF LIABILITY

User agrees and acknowledges that no delay or decision not to enforce rights under this Agreement will constitute a waiver of the right to do so unless the waiver is agreed to by Sika in writing. Furthermore, a written waiver will not affect Sika's rights in relation to any subsequent or different breach.

User agrees and acknowledges that TADA and Sika will not be liable for any loss or damage (in contract, negligence or otherwise) where:

- I. There is no breach of a legal duty of care owed to User by TADA or us;
- II. The loss or damage is not a reasonably foreseeable result of any such breach; or
- III. Any loss or damage or increase in loss or damage results from a breach by User of these terms and conditions.

10. THIRD PARTY RIGHTS

- 10.1 Nothing in this Agreement is intended to nor shall confer a benefit or any legal rights on any third party.
- 10.2 Theft of handheld device or suspected misuse of your account by a third party:
 - I. In the event that User has lost his/her handheld device or suspects or has reason to believe that a third party gained unauthorized access to your account; User shall inform us immediately of the same and your account shall be temporarily suspended. Sika shall attempt to provide a fresh password and keep your information as safe as practicably possible.
 - II. Sika and TADA shall not be held responsible or be liable to User in whatever circumstances, for any misuse of your account by any third party who gained access to your account whether it is authorized or unauthorized, and whether or not notice or a report has been lodged with us by User of such unauthorized access to your account.

11. INDEMNITY

- 11.1 User shall indemnify and hold harmless Sika, TADA, their owner, licensee, affiliates, subsidiaries, group companies (as applicable) and their respective officers, directors, agents, and employees, from any claim or demand, or actions including legal costs and expenses on an indemnity basis, made by any third party and/or against any penalty imposed due to or arising out of your breach of these Terms of Use, Privacy Policy and other Policies, or your violation of any law, rules or regulations or the rights (including infringement of intellectual property rights) of a third party.
- 11.2 User is hereby deemed to have read, understood and agreed to these Terms of Use, and confirms that he/she has not relied on any statement, representation, assurance or warranty made by Sika/TADA and shall waive all of his/her/its rights, if any, against Sika/TADA in relation thereof.
- 11.3 Any failure or delay to enforce a particular term herein by Sika/TADA does not constitute a waiver of that term.

12. INTELLECTUAL PROPERTY RIGHTS

- 12.1 All materials on our Platforms, including, without limitation, names, logos, trademarks, images, text, columns, graphics, videos, photographs, illustrations, artwork, software, and other elements (collectively, “**Proprietary Information**”) are protected by copyright, trademarks and/or other intellectual property rights owned and controlled by Sika with respect to Sika’s intellectual property rights and TADA with respect to TADA’s intellectual property rights.
- 12.2 User acknowledges and agrees that all content on our Platforms is made available for limited, non-commercial, personal use only. Except as specifically provided herein or elsewhere in our Platform, no Proprietary Information may be copied, reproduced, republished, sold, downloaded, posted, transmitted or distributed in any way, or otherwise used for any purpose, by any person or entity, without our prior express written permission. User may not add, delete, distort, or otherwise modify the Proprietary Information. Any unauthorized attempt to modify any Proprietary Information, to defeat or circumvent any security features, or to utilize our Platform or any part of the Proprietary Information for any purpose other than its intended purposes is strictly prohibited.

13. NOTIFICATION OF ERRORS

If User encounters any error while viewing any content on our Platform, kindly notify us of the same at the earliest either by mail or phone or through the Platform.

14. TERMINATION

- 14.1 If at any time User wishes to terminate his/her registration as a member or withdraw your consent from storing and processing of Personal Data, kindly notify us of your intention by sending us a mail to the e-mail id given hereunder.
- 14.2 Sika reserves the right to suspend or terminate your use of **Sika® RewardLah App**, if Sika believes, acting reasonably, that User have infringed, breached, violated, abused, or unethically manipulated or exploited any term of these Terms of Use. In such an event, all points that have been accumulated by User shall stand forfeited and User shall not be entitled to any compensation or redemption of any accumulated points.

15. JURISDICTION AND GOVERNING LAW

- 15.1 Both Sika and TADA make no representation that materials in the Platform are appropriate or available for use in other locations/countries other than Singapore or conditions different from the information provided by you. In the event the Platform is accessed from outside Singapore, it shall be deemed that the cause of action in any dispute under these Terms of Use arose in Singapore.
- 15.2 These terms shall be governed by and constructed in accordance with the laws of Singapore without reference to conflict of laws principles and parties agree to submit to the exclusive jurisdiction of the Singapore courts in respect of any dispute arising out of or in connection with these Terms of Use.

16. FORCE MAJEURE

TADA and Sika shall not be liable and to the extent, that the performance or delay in performance of any of their respective obligations are prevented, restricted, delayed or interfered with due to circumstances beyond

their reasonable control and without the fault or negligence of such Party, including but not limited to change in legislation, fire, flood, explosion, epidemic, pandemic, accident, act of God, war, riot, strike, lockout, traffic or other concerted act of workmen and/or act of Government.

17. SEVERABILITY

If any of these Terms of Use should be determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which these Terms of Use are intended to be effective, then to the extent and within the jurisdiction where that term is illegal, invalid or unenforceable, it shall be severed and deleted and the remaining Terms of Use shall survive, remain in full force and effect and continue to be binding and enforceable.

18. CONFIDENTIALITY

TADA and Sika agree to keep all Personal Data confidential and not to disclose it to any third party except as permitted under this Agreement, or express written consent of the Member/User or as required by law.

Sika shall not access, collect, transmit any information on the Product price to any distributors or retailers or influence any pricing information regarding the resale prices of products of the Sika distributors and retailers.

19. INTERPRETATION AND LANGUAGE

19.1 TADA and Sika have the right to interpret these Terms and Conditions, and its interpretation shall be made reasonably and in good faith and shall not prejudice the rights of the Member under applicable Singapore law or the jurisdiction of the Singapore courts.

19.2 These Terms of Use may be translated or made available in other languages which are for reference purposes only. In the event of any discrepancy between the English version and a version of these Terms of Use in any other language, the English version shall prevail.

20. LEGAL DISCLAIMER

20.1 Consumer Protection Laws:

- I. The Program is intended to operate in accordance with the laws of Singapore, including the Consumer Protection (Fair Trading) Act 2003 ("**CPFTA**"), and shall be administered in a manner consistent with fair trading principles and responsible consumer engagement.
- II. Nothing in these Terms of Use shall exclude, restrict or modify any consumer rights that cannot lawfully be excluded under applicable Singapore law.
- III. Sika reserves the right to amend, suspend or terminate the Program in accordance with these Terms of Use, provided that such actions are carried out in a fair and commercially reasonable manner.

20.2 Gambling and Lottery Laws:

- I. The Program is designed solely as a customer loyalty and rewards program.
- II. Members earn Reward Points based on qualifying purchases, promotional activities, or other Program activities as determined by Sika.
- III. Participation in the Program:
 - does not require payment of any separate entry fee;
 - does not constitute gambling;
 - does not constitute betting;
 - does not constitute a lottery;
 - is not intended to create any opportunity for financial gain through chance.
- IV. The Program shall be administered in a manner consistent with applicable Singapore laws and regulations governing promotional activities.

20.3 Fair Competition Law:

- I. Under the Competition Act 2004, the Program is not expected to prevent, restrict, or distort competition in Singapore. Sika believes the Program will not contravene this Competition Act 2004.

20.4 Anti-Bribery Laws

- I. The Program is designed to comply with the Prevention of Corruption Act 1960.
- II. It does not involve the offering or acceptance of bribes intended to influence or breach fiduciary duties.

20.5 Data Privacy Laws

- I. The Program intends to comply with data privacy laws in Singapore in accordance with the Personal Data Protection Act 2012 (Singapore) ("**PDPA**").
- II. Sika will strive for ongoing compliance and encourages Users to familiarize themselves with their rights and responsibilities under this PDPA.

C. PRIVACY STATEMENT

1. INTRODUCTION

- 1.1 This privacy statement (along with the Privacy Policy of Sika) outline in general terms how Sika collect, store, process, use, disclose, transfer and safeguard your Personal data in respect of the **Sika® RewardLah** Loyalty Program (the “**Program**”), in accordance with the Personal Data Protection Act 2012 (Singapore) (“**PDPA**”).
- 1.2 When User applies to join our membership and successfully registers as a member of the Program (“**Member**”) through the **Sika® RewardLah application** by submitting thereon or each time a User logs in to the Program App and use its services, you agree to be bound by the privacy statement in force at that time.
- 1.3 This privacy statement may change from time to time, so please review this periodically.

2. COLLECTION OF DATA

- 2.1 When Sika collect personal data from you, Sika will provide User with a Personal Data Collection Statement on or before the collection in an appropriate format and manner.
- 2.2 To become a Member and while a User is a Member, your information may be collected from two sources:
 - I. Information provided by Sika to establish as a member of **Sika® RewardLah application** (the “**Program App**”). This is required to enable access to, and use of, the Program app, the Program platform within the Program App, functionality, service centre and all related services. This information may only be corrected or updated with the authority of Sika. If you consider this information needs to be corrected or updated, User may contact Customer Service under section 7 of this privacy statement; and
 - II. Information provided by Member at registration and during your use of the Program App through variable account information fields. Member may insert, alter and remove such information. Member remains responsible for the accuracy of this information.
- 2.3. Sika may collect or process the following types of information about you. The specific information Sika collects about User will vary depending on how User interacts with us. The personal data provided through the Program App and email includes and is not limited to:
 - i. User’s personal data – such as name, address, birthday (day and month only, if provided), postal address, email address, purchase history with Sika, UEN and business or store details (for Retailers and Professional Applicators), and proof-of-purchase documents (Delivery Orders and receipts).
 - ii. Device and usage information – including device model, operating system, IP address, language, carrier, and information about the use of features and functions to recognize and analyse trends.
 - iii. Website analytics – such as frequency of use, aggregated usage, and performance data, to analyse trends and improved services.
 - iv. Geolocation information, such as information that can help identify your physical location (like your GPS coordinates or the approximate location of your device).
- 2.4. Members are required to provide mandatory information (last name, first name, email, and mobile number) for account creation and sign-up to the Program App. Optional variable fields may be completed at Member’s discretion. This information is collected at the time of enrolment through the Program. Birthday (day and month only) is an optional field and is used solely to provide birthday rewards and greetings to Members who have opted in.
- 2.5. The provision of personal data is generally voluntary unless otherwise specified. A failure to provide the requested personal data or the provision of inaccurate or incomplete information may result in us not being able to process your request, application, submission, enquiry, complaint or matter (as the case may be), or provide User with the products and services requested.

3. USE OF DATA

- 3.1. User agrees by using our services and becoming a Member, User hereby agrees and provides his/her express consent to Sika to collect, process, store, disclose, transfer and use personal data in compliance with the PDPA. Sika will only use your personal data to the extent that it is necessary to fulfil the purposes described below:
- i. provide and improve the Program App and services;
 - ii. personalise Member experience;
 - iii. verify Member identity;
 - iv. communicate regarding orders, deliveries and Member's account;
 - v. send program and commercial correspondence (if User have not unsubscribed to it);
 - vi. provide service support;
 - vii. conduct market research and trend analysis;
 - viii. market goods and services to User provided that User have consent to this;
 - ix. to provide information and communications; to conduct questionnaires relating to products, services, various events, campaigns, and similar matters;
 - x. to conduct sales analysis, investigations, and research; to develop new program and products;
 - xi. To conduct web analytics (see our Cookie Policy): <https://sgp.sika.com/en/home/footer/cookie-policy.html>
 - xii. To ensure compliance with legal obligations (such as record keeping obligations), export control and customs, compliance screening obligations (including preventing white-collar or money laundering crimes), and compliance with our policies or industry standards; and
 - xiii. To resolve disputes, enforce our contractual agreements and to establish, exercise or defend legal claims.
 - xiv. to send birthday rewards and greetings to Members who have provided their birthday and opted in to receive them.
- 3.2. Member shall not provide Personal Data of others to Sika through the Program App, unless permitted under the PDPA and with proper consent. Each Member's personal data will be collected, processed, and used solely with their consent.
- 3.3. Members agree and consent that their collected Personal data or when are legally entitled to do so, may be disclosed to:
- i. Relevant authorities where fraudulent activity is suspected or where required by law.
 - ii. Sika group companies and affiliates. Member may opt-out of receiving program and commercial correspondences at any time via **Sika® RewardLah** Program Platform in accordance with their rights under the PDPA.
 - iii. Service providers acting on Sika's behalf (including TADA and its sub-processor) for the operation of the Program.
 - iv. for the purposes of improving goods and services and ensuring that the Program meets its objectives.
- 3.4. Sika will not share your personal data with any other third parties without your consent.
- 3.5. The complete privacy policy can be found in the following link: <https://sgp.sika.com/en/home/footer/privacy-notice.html>

4. Cross-Border Data Transfer

- 4.1. In the course of operating the Program, it may be necessary for Sika to transfer Member's personal data to entities or servers located outside of Singapore. Such transfer may occur for purposes including but not limited to data storage, backup, or the provisions of support or services by our affiliates, subsidiaries, or third-party service providers.

- 4.2. In the event that Sika do transfer your personal data outside of Singapore, Sika will take all reasonable steps to ensure that any such transfer is in compliance with the requirements of the PDPA. Where the destination jurisdiction does not offer an equivalent level of data protection, Sika will ensure that appropriate safeguards are in place, including contractual obligations and technical measures, to secure Member's personal data.
- 4.3. For the operation of the Program, Member's personal data is transferred to and hosted by Sika's service provider outside Singapore, currently in the Republic of Indonesia (Tada Network Pte. Ltd. and/or its affiliate PT Aksi Visitama). Certain sub-processors engaged for reward fulfilment are located in Singapore, and sub-processors engaged for messaging (WhatsApp Business Platform) and for AI/OCR processing of proof-of-purchase documents are located in the United States. Sika will ensure, by contract (including a data processing agreement) and by appropriate technical and organisational measures, that the recipient is legally bound to provide the transferred personal data a standard of protection comparable to that under the PDPA, in accordance with section 26 of the PDPA and the Personal Data Protection Regulations.
- 4.4. Automated processing. Proof-of-purchase documents submitted by Members are processed using an automated artificial-intelligence / optical-character-recognition (AI/OCR) tool (operated through a third-party engine) to extract and verify purchase details. A Member may request human review of any automated determination that affects the Member's points.

5. Data Retention

- 5.1. Sika shall take all reasonably practicable steps to ensure that personal data will not be kept longer than is necessary for the fulfilment of the purposes (or any directly related purpose) for which the data is or is to be used, unless the retention is otherwise permitted or required by law.

6. Data security

- 6.1. Sika shall take appropriate steps to protect personal data that Sika holds against loss, unauthorised access, use, modification or disclosure. All personal data User provides to us through our Program App is secured. Your personal data will be stored securely, and User will have the right to access information held by us in respect of you, as stipulated by the PDPA.

7. Customer Service – Access and correction / enquiries

- 7.1. User has the right to request access to and correction of your personal data held by us about User in accordance with the provisions of the PDPA. All data access requests should be made using the Data Access Request Form.
- 7.2. Data Protection Officer. In accordance with section 11(3) of the PDPA, Sika has designated a Data Protection Officer, who may be contacted at yap.royston@sg.sika.com] in respect of any query, access or correction request, or withdrawal of consent. A Member may withdraw consent to the collection, use or disclosure of personal data at any time on reasonable notice, subject to legal or contractual restrictions and to the Member being informed of the likely consequences of withdrawal.
- 7.3. Any enquiries regarding personal data, or requests for access to personal data or correction of personal data, should be addressed in writing via email, telephone and/or WhatsApp to:

[E-mail: sales@sg.sika.com ; Whatsapp: +65 9325 8603]