

Loyalty Program 2X2 Terms and Conditions

(November 4 2022 edition)

The present document defines the terms and conditions of participation in the customer loyalty program of "Ori Nabiji" LLC (limited liability company, registered in accordance with the legislation of Georgia, identification code: 204571668, legal address: Navtlughi Street N39-41, Tbilisi, Georgia).

1. Definition of terms

1.1. The terms used in this document have the following meanings:

- 1.1.1. **App** - an app specially created by the **company** called "2x2 Card" for both Android and iOS platforms, which is intended for participation in the **loyalty program**;
- 1.1.2. **Promotion** - promotion defined by the company as part of the **loyalty program**, which allows the customer to purchase the **product** on different, more favorable terms, with a discount or other special offer;
- 1.1.3. **Card - hard and/or electronic card** made by the **company**, intended for participation in the **loyalty program**;
- 1.1.4. **Electronic card** - digital card received by the **customer** as a result of **registration in the app**;
- 1.1.5. **Website** - info.orinabiji.ge
- 1.1.6. **Calendar day** - all working and non-working days defined by **legislation**;
- 1.1.7. **Legislation** - current legislative acts of Georgia and international treaties/agreements;
- 1.1.8. **Company** - "Ori Nabiji" LLC (limited liability company, registered in accordance with the legislation of Georgia, identification code: 204571668, legal address: Georgia, Tbilisi, Navtlughi Street N39-41);
- 1.1.9. **Loyalty program** - Loyalty program defined by the **terms and conditions**;
- 1.1.10. **Customer** - any adult natural person who uses or wants to use the **company's** products/services;
- 1.1.11. **Hard card** - a hard card given to the **customer** by the **company** on the basis of written registration;
- 1.1.12. **Online shop** - a platform created for e-commerce - 2nabiji.ge as well as an app for both Android and iOS platforms.
- 1.1.13. **Personal data** - data defined in accordance with **Article 10 of the Terms and Conditions**.
- 1.1.14. **Program participant** - a **customer** who will join the **loyalty program** in accordance with the **terms and conditions**;
- 1.1.15. **Product** - any product placed for sale in a **trading facility** and **online shop**;
- 1.1.16. **Registration** - registration in the **loyalty program** in electronic and/or written form in accordance with the **terms and conditions**;
- 1.1.17. **Product for promotion** - **product** to which the **promotion** applies;
- 1.1.18. **Trading facility** - any trading facility of the **company**;
- 1.1.19. **Authorized person** - any natural or legal person who processes data for or on behalf of the **company**;
- 1.1.20. **Sub-card status** - the status assigned to the **card** in accordance with the **terms and conditions**;
- 1.1.21. **Point** - a conditional unit, which the **company** transfers on the **card's** single account within the **loyalty program**;
- 1.1.22. **Main card status** - the status assigned to the **card** in accordance with the **terms and conditions**;
- 1.1.23. **Terms and conditions** - the terms and conditions for using this Loyalty Program 2X2;
- 1.1.24. **2X2 Club** - a club created for the **company's** loyal **customers**, which gives the **program participant** the opportunity to take advantage of special offers;
- 1.1.25. **2X2 Club member** - a program participant whose **card** data meets the special conditions defined by the **company**.

2. General description of the loyalty program

- 2.1. As part of the **loyalty program**, the **participant of the program** is given the opportunity to accumulate **points** when purchasing a **product** at a **trading facility** or **online shop**, on the basis of which he will be given the opportunity to take advantage of **promotions**.
- 2.2. **The program participant** is given the opportunity to:
 - 2.2.1. Become a **member of the 2X2 Club** and receive discounts and other benefits provided for the **members of the 2X2 Club**;
 - 2.2.2. Receive individual offers/discounts;
 - 2.2.3. In the case of **2X2 Club membership**, purchase the **product** within the scope of periodic (daily, weekly, etc.) promotions provided specifically for **2X2 Club members**, including by exchanging accumulated points for discounts.
 - 2.2.4. Take advantage of the various benefits that the **company** offers to loyal **customers**.

3. Joining the loyalty program

- 3.1. To join the **loyalty program**, it is necessary to register in the **Customer Loyalty Program**. The **customer** is given the opportunity to **register** by filling out the registration form in the **app** or at the **trading facility**.
- 3.2. **Customer** participation in the **loyalty program** is carried out through **hard** and/or **electronic cards**, namely:
 - 3.2.1. **When registering in the app**, the **participant of the program** will be given an **electronic card**. Along with the **electronic card**, the **program participant** can get a **hard card** at any time.
 - 3.2.2. **When registering by filling out the registration form at the trading facility**, the **participant of the program** will be given a **hard card**. Along with the **hard card**, the **customer** can also activate the **electronic card** at any time.
- 3.3. In case of accumulating the number of **points** set by the **company** in any calendar month, the **program participant** becomes a member of the **2X2 Club** during the next calendar month, which implies the possibility of receiving a special discount on certain **products**, so that the accumulated **points** are not reduced. The amount of **points** required for **2X2 Club** membership is determined by the **company** independently. Membership of the **2X2 Club**, taking into account the amount of accumulated **points**, may imply different statuses and, accordingly, the existence of different privileges (discounts).
- 3.4. Upon initial **registration** in the **program**, the **participant of the program** becomes a member of the **2X2 Club** for a period determined by the **company**:
 - 3.4.1. In case of receiving a **hard card**, on the day following the purchase (when the **card** is swiped);
 - 3.4.2. In case of receiving a **digital card**, after the first swipe of the **digital card**.
- 3.5. To collect **points** when purchasing **products** in the **online shop**, it is necessary:
 - 3.5.1. The **program participant**, who owns a **digital card**, registers in the **online shop** using the same data as the one registered in the **loyalty program**, at which time the **digital card** is automatically reflected in the **online shop**.
 - 3.5.2. A **program participant** who does not own a **digital card** should register in the **online shop** using the same data as the one registered in the **loyalty program** and activate the digital card in accordance with the **terms and conditions**, which will then be reflected in the **online shop**.

4. Main and sub cards

- 4.1. In order to accumulate **points**, the **program participant** can invite another **program participant** (no more than two participants). The **program participant** invites another **program participant** through the **app**, based on the following procedure:
 - 4.1.1. If the invited **program participant** has an **electronic card**, he will receive the so-called "Push" message in the **app**, and by confirming it, he will accept the invitation;

- 4.1.2. If the invited **program participant** has a **hard card**, he will receive an SMS code on his mobile device (if his mobile number is registered in the relevant database), and by giving the mentioned code to the inviter and entering the code into the **app**, he will agree to the invitation.
- 4.2. Upon acceptance of the invitation by the invited **program participant**, his card will be given the **status of a sub card**, and the card of the **program participant** sending the invitation - the **status of the main card**.
- 4.3. **Points** accumulated through both **main card status** and **sub card status cards** (including the points accumulated before **sub card status**) are recorded on the single account of the **main card status card**, and the **main card status card** holder will have the right to exchange/to spend the mentioned **points**, and the cardholder with **sub card status** will have the right to exchange/to spend only the **points** accumulated through his own **card**.
- 4.4. Both the **card** holder with **main card status** and the **card** holder with **sub card status** are entitled through the **app** to terminate the **sub card status** of the **card** at any time, in which case the **points** accumulated through the **sub card status card** will be stopped from being credited to the **main card status card's** unified account.

5. Accumulation of points

- 5.1. **Points** can be accumulated by using a **hard** and/or **electronic card** at the cashier in a **trading facility** and/or when purchasing a product in an **online shop**;
- 5.2. **Points** are accumulated every time a **product** is purchased, and its amount is determined by the increasing percentage based on the value of the **product** purchased by the **program participant** and the number of unique **products** specified in the check, according to the following principle:

The number of unique products indicated on the check	The amount of creditable points
1 (One)	Points in the amount of 50 (fifty) % of the amount spent, but not more than 500 points
2 (Two)	Points in the amount of 75 (seventy-five percent) % of the amount spent, but not more than 500 points
3 (Three)	Points in the amount of 100 (one hundred percent) % of the amount spent, but not more than 500 points
4 (Four)	Points in the amount of 125 (one hundred and twenty-five percent) of the amount spent, no more than 500 points
5 (Five)	Points in the amount of 150 (one hundred and fifty percent) of the amount spent, but not more than 500 points
6 (Six)	Points in the amount of 175 (one hundred and seventy-five percent) of the amount spent, but not more than 500 points
7 (Seven) or more	Points in the amount of 200 (two hundred percent) % of the amount spent, but not more than 500 points

- 5.3. The **point** is a tool for determining the benefits provided by the **company** within the **loyalty program** and has no monetary value. Therefore, it does not give rise to a demand for monetary compensation towards the **company**.
- 5.4. **Points** are no accumulated in the case of the purchase of a disposable pack, tobacco products, tobacco accessories and/or equipment intended for tobacco consumption, as well as in case of corporate purchase of the **product**.
- 5.5. If the **program participant**, for a reason independent of him, when purchasing the **product**, was not credited the appropriate amount of **points**, he is entitled to inform the **company** about this within 2 days, submit the appropriate check and request the crediting of **points**. In such a case, the **company** makes a decision on crediting of **points** within 10 (ten) **calendar days**.
- 5.6. When purchasing a **product** in an **online shop**:
 - 5.6.1. No **points** are credited on the delivery fee.
 - 5.6.2. Regardless of the promotion of a discount on the **product** price through the promo code (if any) defined in the rules of the **online shop**, the points will be counted/credited from the initial cost of the **product**.
 - 5.6.3. In case of adjustment of the **program participant's** order, at which time the **product** in exchange for deducted **points** cannot be delivered to the **program participant** due to the absence of the **product** selected in the order, the deducted **points** will be returned to the **program participant** within 2 (two) working days.
6. **Unilateral right to deduct points**
 - 6.1.1. The **company** credited **points** by mistake to the **loyalty program participant's** account;
 - 6.1.2. The purchased **product** has been returned
 - 6.1.3. **Points** were credited fraudulently or illegally.
 - 6.2. The **program participant** has the right to submit a claim (if any) to the **company** no later than 7 (seven) **calendar days** after the deduction of **points** in the cases stipulated by the terms and conditions, otherwise the claim will not be allowed.
7. **Spending accumulated points**
 - 7.1. The **participant of the program** can exchange the **points** for a certain discount for **stock products**. The mentioned **stock products** are provided in a special, periodically updated catalog, both in the **trading facility** and in the **online shop**, with the indication of the percentage of the discount and the amount of **points** required to get it. The exchange of **points** for a discount takes place directly when purchasing a **product**, in the case of a **trading facility**, at the cashier, and in the case of an **online shop**, with successful online payment.
 - 7.2. **Points** are spent from a unified account when redeeming **points** through a **card with main card status**. In this case, both the **points** accumulated through the **card with the status of the main card** and the **points** accumulated through the **card with the status of sub-cards** will be spent proportionally, and if the **points** accumulated through any of the **cards** are not enough for proportional spending, then the **points** will be spent according to the principle defined by the **company**.
 - 7.3. The **program participant** can activate the discount from the **app**, at which time the number of **points** required to purchase a discount for a specific **product** is blocked, and the **points** required for the activated discount are spent/deducted after the purchase of this **product**.
 - 7.4. The **program participant** is entitled to deactivate the activated discount before using it, during the period the offer is active.
 - 7.5. The discount period is determined in each specific case, individually, by the **company**, in accordance with the period specified in the offer.

- 7.6. If the **program participant** activated the discount from the **app**, but did not use it within the period specified by the offer (did not go to the **trading facility** and did not purchase the **product** specified by the discount), the discount is automatically canceled and the deducted **points** are returned to the **program participant's** account.
- 7.7. If the **program participant** activated the discount, but failed to purchase the relevant **product** at the **trading facility** within the period specified by the offer, the **program participant** has the right to deactivate the activated discount, after which the deducted **points** will be returned to the account.

8. Information about points

- 8.1. The **program participant** can receive an information about **points**:
 - 8.1.1. At **trading facility**;
 - 8.1.2. Through the **app**;
 - 8.1.3. On his personal page registered in the **online shop**.

9. Termination of participation in the loyalty program

- 9.1. The **program participant** has the right to request termination of participation in the **loyalty program** at any time, by sending a corresponding request to 2X2@orinabiji.ge via the e-mail specified in the **registration** form when filling out an application and/or registering in any of the **company's trading facilities**.
- 9.2. The **company** is entitled, upon prior notice, to cancel the **loyalty program** and the related legal relationship at any time.
- 9.3. In case of violation of the **terms and conditions** by the **program participant**, the **company** has the right to suspend or terminate the **program participant's** membership in the **loyalty program**, including by blocking the **card**.
- 9.4. If 12 months have passed since the last use of the **card**, the **customer's** participation in the **loyalty program** is terminated.
- 9.5. Upon termination of the **loyalty program** by the **company** and/or termination of the **program participant's** participation in it, accumulated and unused **points**, offers and any other benefits at the time of termination shall also cease to be valid.

10. Collection, storage and processing of personal data

- 10.1. To participate in the **loyalty program**, the **program participant** gives the right to the **company**:
 - 10.1.1. To collect, store and process **personal data** of the **program participant** for the purposes specified in the **terms and conditions**;
 - 10.1.2. To collect, store and process the **personal data of the program participant** as specified in the **terms and conditions**;
 - 10.1.3. To transfer the **personal data of the program participant** to the **authorized person(s)** for processing for the purposes specified in the **terms and conditions**;
- 10.2. Within the framework of the **loyalty program**, the **company** is authorized to collect/store/process the following **personal data of the program participant**:
 - 10.2.1. Name and surname;
 - 10.2.2. Personal ID;
 - 10.2.3. Phone number;
 - 10.2.4. Address;
 - 10.2.5. Email;
 - 10.2.6. Purchase history;
 - 10.2.7. Activities carried out in the **app**;
- 10.3. The **company** will collect the **personal data of the program participant**:

- 10.3.1. Through the registration forms filled by the **participant of the program**;
- 10.3.2. Through **card** purchases;
- 10.3.3. Through the activities carried out in the **app**;
- 10.3.4.** Through the activities carried out in the **online shop**.
- 10.4. The **company** is authorized to process the **personal data of the program participant**:
 - 10.4.1. For marketing purposes;
 - 10.4.2. For security purposes;
 - 10.4.3. For the purpose of improving the service quality.
- 10.5. The **company** is entitled to process the information obtained in accordance with the **terms and conditions** both by itself and through **authorized person(s)**.
- 10.6. The **company** is entitled to keep the information collected in accordance with the **terms and conditions** for a period of at least 3 (three) years after the termination of participation in the **loyalty program** and/or cancellation of the **loyalty program**.
- 10.7. The **program participant** has the right to request at any time:
 - 10.7.1. Information about his **personal data** available in the **company**;
 - 10.7.2. Information about the **authorized person(s)** (if any) to whom the **company** has transferred its **personal data** for processing;
 - 10.7.3. A list of the **personal data** of the **program participant** that the **company** has transferred to the **authorized person(s)** (if any);
 - 10.7.4. Correction, addition, blocking, deletion, destruction and cessation of processing of his **personal data** (if any) transferred to the **company** and/or **authorized person(s)**.
- 10.8. In order to exercise the rights specified in **clause 11.7.** of the **terms and conditions**, the **program participant** can fill out an application at the **company's trading facility** and/or send a message to the **company's** email - 2X2@orinabiji.ge through the e-mail indicated by him in the registration form during registration.

11. Additional terms of the loyalty program

- 11.1. Upon **registration**, the **program participant** expresses his desire and consent to use the **loyalty program** and to abide by the **terms and conditions** as amended by the **company** from time to time.
- 11.2. **The terms and conditions** are available on the **website** at any time with the current edition.
- 11.3. The **company** has the right to change the **terms and conditions** at any time and to notify the **program participant** about this through a short message service and/or e-mail.
- 11.4. In case of loss of the **card**, the **program participant** must contact the **company** and request to block the **card**. In case of damage/loss of the **card**, the **program participant** has the right to request a **new card**. The cost of making a new **card** is **300 points**, which will be deducted from the accumulated **points**, and if the **participant of the program** does not have enough **points**, the debt will be paid by deducting the corresponding amount of **points** from the account. The accumulated **points** after the account is negative will cover first of all the debt that has gone into the negative.
- 11.5. The **app, online shop**, as well as any other software tool and any information or invention used in them, as well as any other intellectual-legal good related to the **loyalty program**, are the property of the **company**, and the **program participant** is granted the right to use them only for the purpose and within the limits defined by the terms and conditions.
- 11.6. This agreement and related legal proceedings are regulated by **legislation**.

12. Company contact details

“Ori Nabiji” LLC (Identification code: 204571668)

Address: Navtlughi Street N39-41, Tbilisi, Georgia

E-mail: 2X2@orinabiji.ge

Before you agree to these rules, register, download the app or use the 2X2 card or app, please read carefully the conditions defined by these terms.

By registering, downloading the app and/or using the 2X2 card or the app, you fully assume the rights and obligations defined by these terms.