

## CURRY HOUSE COCO ICHIBANYA LOYALTY PROGRAM

### TERMS AND CONDITIONS

PLEASE READ THESE TERMS AND CONDITIONS FOR THE CURRY HOUSE COCO ICHIBANYA LOYALTY PROGRAM ("**PROGRAM**") CAREFULLY. BY ACCESSING OR USING THIS PROMOTIONAL PROGRAM, YOU AGREE AND ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND AND CONSENT TO THE PRIVACY POLICY AND THE TERMS AND CONDITIONS DESCRIBED HEREIN AND ALL TERMS INCORPORATED BY REFERENCE. HE/SHE SHALL NOT DISPUTE THE SAME AND AGREES TO BE BOUND BY THESE PROGRAM TERMS AND CONDITIONS AND WAIVE HIS/HER RIGHT TO CLAIM ANY AMBIGUITY.

These terms and conditions ("**Curry House Coco Ichibanya Loyalty Program Terms and Conditions**") apply to your access to and participation in **Curry House Coco Ichibanya** exclusive Loyalty program, which is operated by Ichibanya India Private Limited ("I IPL" or company or restaurant").

#### **PROGRAM OVERVIEW:**

- a) The loyalty program ("**Program**") is offered by "Curry House COCO Ichibanya" ("**Restaurant**") for all customers who dine in or takeaway at "**Curry House CoCo Ichibanya**" restaurants in India. Curry House Coco Ichibanya Loyalty Program is designed to add value to you and each and every single rupee that you spend at "**Curry House CoCo Ichibanya**" restaurants.
- b) All Loyalty Members can accumulate the loyalty points and then redeem those points at our "Curry House CoCo Ichibanya" restaurants in India.
- c) The Program is available to individuals aged 18 years or older who enroll as loyalty members.
- d) By participating in the Program, members agree to comply with these terms and conditions. To enroll in the Program, you need to register on respective point of sales terminal. The registration process may require that you provide the following information using the online registration form: name, mobile number, email address, gender, referral code (optional), birth date, anniversary date etc. The program is designed to use your mobile number as the user id. Simply quote your mobile number at the time of billing and we will send you an SMS with the points accrued and the total balance in your account.

#### **EARNING POINTS**

**Point value- Rs. 1**

**Points- 8% of purchase value.**

**Minimum redemption Points- 200 Points**

#### **TERMS AND CONDITIONS**

- e) The Membership is absolutely free. There is no joining fee. There is no expiration date of the Membership. You can continue to be a member for as long as you wish. The Company may, at its sole discretion reject the enrolment in the Loyalty Program for any reasons whatsoever as it deems appropriate.



- f) The redemption rate of each Loyalty Point shall be Rs. 1(one) on the Platform. Points can be redeemed only once the value reaches 200 points.
- g) The points added per account will immediately expire after 12 months starting from the date of accumulation of the Loyalty points and henceforth will start from Nil.
- h) Redemption of points will be applicable across all Restaurants of Curry House CoCo Ichibanya participating in the program.
- i) These points are non- transferable and you will forfeit all points once you leave our program i.e. Loyalty Points are not transferrable from one Member to another Member.
- j) The reward points cannot be encashed. Points, redemption awards have no cash value and company will not compensate or pay cash for any forfeited or unused Points.
- k) No two offers can be clubbed together. "If a customer has availed one of the offers from any Reservation/ Dine In/ Delivery portals, they will not be eligible for redemption of loyalty points".
- l) I IPL shall not be liable for expired balance (as mentioned above if not used as per the company policies.
- m) I IPL shall collect information such as Name (mandatory), Mobile phone number (mandatory), Date of Birth (optional), Anniversary Date (optional), Email address (mandatory) and to which customer has provided its consent to use.
- n) Members are responsible for ensuring that their account information, including email address and contact details, is up to date. They are also responsible for safeguarding their loyalty program account and not sharing login credentials with others.
- o) The Loyalty Program, Points, redemption awards, and other related benefits and services are the sole property of the Company, and are not the property of User. On cancellation of membership in the Loyalty Program for any reason, all unredeemed Points, redemption awards will be forfeited and a User will no longer be able to participate in the Loyalty Program.
- p) The Company's computation of Loyalty Points shall be final and binding. Member shall not raise any dispute or question in respect of the same.

#### **How to redeem your points?**

Members can redeem their points on the bill by simply informing the staff about the redemption at the restaurant, prior to receiving the bill.

Example 1: Your bill value is 1000  
Points collected:  $8 / 100 * 1000 = 80$  points  
One point is equal to INR 1.

#### **MARKETING COMMUNICATIONS**

By enrolling in the Program, you will be automatically subscribed to receive and consent to receiving Program related emails including Program promotion and marketing emails.

You may opt-out of receiving Program or Pattern Online marketing emails at any time, but operational emails will still be sent to you as they relate to your membership in the Program, and you consent to their receipt. Examples of these include, but are not limited to, a redemption confirmation email, a profile



update email, or other communications that relate to your account. If you terminate your Program membership, you will no longer receive Program-related communications.

#### **PRIVACY POLICY**

The Company/restaurant will collect and process personal information provided by loyalty program members in accordance with applicable privacy laws. The information collected will be used solely for the purposes of administering the program and communicating relevant updates and promotions. The privacy policy describes how we collect, use, and share information. If you do not agree to any of these terms and conditions, do not participate in this program.

#### **TAXES**

Points, Awards, and other Member benefits may be subject to income or other taxes. The Member is responsible for paying all such taxes and for making all applicable disclosures to third parties including, without limitation, the party who paid for the transaction from which the Member earned Points. The Company will not be liable for any tax liability, duty or other charges in connection with the issuance of Points, Awards, and other Member benefits.

#### **WARRANTIES AND LIMITATION OF LIABILITIES**

The Company makes no warranties or representations, either expressed or implied, with respect to type, quality or fitness of goods or services provided through the Loyalty Program. Members shall ensure that all the information on the page is correct and is wholly responsible for it. We neither guarantee the quality, accuracy, or completeness of any data, information, product, or service.

The Company is not liable for any direct, indirect, punitive, incidental, special, consequential damages, or any other damages due to loyalty program and other services. Liability of the company shall be limited to the extent of the then current value of outstanding Loyalty Points standing to the credit of Member as per records maintained by the Company.

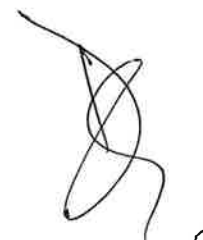
In no event will, we or our contractors, directors, officers, agents, licensors, partners be liable to You for any special, indirect, incidental, consequential, punitive, or exemplary damages, including but not limited to lost business opportunities, lost revenues, or loss of anticipated profits or any other pecuniary or non-pecuniary loss or damage of any nature whatsoever, arising out of or relating to (i) this Agreement, and (ii) the use or inability use the Curry House CoCo Ichibanya page.

#### **NOT RESPONSIBLE FOR ACTS, ERRORS, OR OMISSIONS**

The Company is not responsible for: (a) any loss or misdirection of, or delay in receiving, any Member application, correspondence, redemption requests, Awards or Member benefits; (b) theft or unauthorized redemption of Points or Awards or use of an Award; (c) any acts or omissions of third parties (including, without limitation, Participating Properties); or (d) any errors published in relation to the Loyalty Program, including, without limitation, any pricing or typographical errors, errors of description and errors in the crediting or debiting of Points from Member Accounts. The Company reserves the right to correct, without notice, any errors.

#### **MODIFICATION**

The Company reserves the right to change / amend / add / delete / modify, without assigning any reasons therefor, "Curry House COCO Ichibanya Loyalty Program Terms and Conditions including without limitation the rate of awarding Loyalty Points, the rate of redeeming Loyalty Points, validity of Loyalty Points and the qualifying purchases from time to time or to withdraw or terminate the membership of any Member without being responsible or liable to any person in any manner whatsoever. Member acknowledges that it may not be possible for the Company to ensure that all such



changes / amendments / additions / deletions / modifications are informed to Member. Accordingly, Member is advised to check for any such changes / amendments / additions / deletions / modifications regularly on the Platform/App/page or designated email referred below.

#### **INDEMNIFICATION**

Members agree to indemnify, defend and hold restaurant/Company and its representatives and agents harmless from and against any and all third-party claims, demands, liabilities, costs or expenses, including attorney's fees and costs, arising from, or related to any breach by Member of any of these Loyalty Program Terms and Conditions or any violation by Member of applicable law.

#### **OWNERSHIP: PROREITARY RIGHTS**

IPL is the sole and exclusive owners or licensees of the trademarks, service marks, trade names, logos, and copyrighted or copyrightable materials of Curry House CoCO Ichibanya. Members shall never, directly or indirectly, interfere with, challenge, file applications for, or claim ownership of these trademarks anywhere in the world.

#### **WAIVER**

Our failure to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision. Any waiver of any provision of this Agreement will be effective only if in writing and signed by our authorized signatory.

#### **TERMINATION**

The Program and its benefits are offered at our sole discretion. We may, in our discretion, cancel, modify, restrict or terminate these Terms, and/or the Program or any aspect or feature of the Program at any time without prior notice, even though such changes may affect the value of rewards or benefits already accumulated or earned and/or the ability to redeem accumulated rewards or benefits.

We reserve the right, at any time, in our sole discretion to: (1) exclude you from participation in the Program; (2) discontinue your participation in the Program; and/or (3) suspend or audit your membership account for any amount of time without prior notice. Any suspected abuse of the Program, failure to follow any Terms, membership inactivity for more than 12 months, illegal activity, fraud, misrepresentation or other conduct 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 and/or benefits, may result in the revocation of your membership, loss of accrued points, and make you ineligible for further participation in the Program. If your membership is revoked, any rewards or benefits in your account will automatically expire and your access to the Program and features will automatically terminate, in our sole discretion. If, in our sole discretion, we suspect fraud, misrepresentation, abuse or violation of these Terms, we also have the right to take appropriate legal action.

If you decide you no longer want to be a part of the Program, you may cancel your membership at any time by opting-out in your account on the Site or ask the restaurant Manager at Restaurant).

#### **FORCE MAJEURE**

The Company's obligation under this Loyalty Program is subject to force majeure conditions. In the event a force majeure situation occurs, the Company shall not be responsible for any damage or loss



which Members / applicants may suffer by reason of such a failure or delay of performance, and such failure or delay shall not be a breach on part of the Company.

#### **YOUR DATA**

When you use the Services, you understand and agree We may collect, use and disclose information about you as described in our [Privacy Policy](#) located here.

#### **NOTICE**

We may provide You with notices and communications by email, regular mail or postings on the Curry House CoCo Ichibanya Application page or its website or by any other reasonable means. Except otherwise communicated, notice to Us must be sent by courier or registered mail to: 4<sup>th</sup> Floor, Worldmark-3, Aerocity, New Delhi-110037.

#### **DISPUTE RESOLUTION AND GOVERNING LAW**

In case of any dispute(s), I IPL reserves the right to a final decision on the interpretation of these terms & conditions. I IPL reserves the right to modify, suspend, or terminate the terms & conditions of loyalty program at any time without prior notice. Changes may include but are not limited to adjustments in point earning or redemption rates, program rules, or available rewards, price(s) of the product, end the offer(s)/promotion(s), or call back any or all of its offer(s)/promotion(s) without prior notice. You agree that courts in New Delhi, India, shall have exclusive jurisdiction in respect of disputes between us. This Agreement shall be governed by the laws of India.

#### **SURVIVAL**

Upon termination of this Agreement, any provision which, by its nature or express terms should survive, will survive such termination or expiration as applied to transfers and relationship prior to such termination or expiration.

#### **CONTACT**

Please contact us with any questions regarding these Loyalty Program Terms and conditions.

Email: [info@ichibanyaindia.com](mailto:info@ichibanyaindia.com)

Contact No: +91 8284017755

Name Mr. Siddharth Varun

Designation: Grievance Officer

Established on: 29/11/23

  
Jyeshth  
Siddharth Varun