Date: 06/03/2023

LEVI'S® RED TAB™ MEMBER PROGRAM TERMS AND CONDITIONS (THE "PROGRAM")

This Levi's Red Tab Member Program Terms and Conditions ("**Terms**"), along with <u>Terms of Use</u> ((https://www.levi.in/terms.html) and <u>Privacy Policy</u> ((https://www.levi.in/privacy-policy.html) constitute an agreement between you and Levi Strauss (India) Private Limited (together with its affiliates and subsidiaries, "LS&Co.") relating to your participation in the Red Tab Member Program ("Agreement").

Upon enrollment in the Program you become a "Member" and will receive access to certain benefits at Levi's® exclusive brand stores in India. The LS&Co. <u>Terms of Use</u> (https://www.levi.in/terms.html)and <u>Privacy Policy</u> (https://www.levi.in/privacy-policy.html)govern participation in the Program and LS&Co.'s use of personal information provided under the Program. In the event of a conflict between these Terms and the <u>Terms of Use</u> (https://www.levi.in/terms.html)and/or the <u>Privacy Policy</u>, (https://www.levi.in/terms.html)these Terms will prevail. If you do not agree with these Terms, do not participate in the Program.

These Terms are effective from the date of publication shown above and may be amended from time to time. Any subsequent Terms supersede prior versions. Your continued participation in the Program constitutes your acceptance of any changes to these Terms. You are responsible for remaining knowledgeable of any changes to these Terms.

- 1. ELIGIBILITY: To be eligible for the Levi's Red Tab Member Program, you must be a permanent resident of India and above the age of 18 years.
- 2. HOW TO ENROLL: You can join the Levi's® Red Tab Member Program by:
 - a) simply making a purchase of any product in any of our participating Levi's® exclusive brand stores in India, operated by LS&Co. or its franchisees and sign up by providing your name, date of birth, email, telephone number and gender at the store.
 - b) You can become a Red Tab Member by scanning QR Code placed in Levi's exclusive stores or ask a store staff to get yourself registered.
 - c) Each Member is responsible for providing a correct email address, as well as updating his/her email address as necessary for use in connection with the Program

3. USAGE:

- a) Limit of one (1) Membership per person. If there is a dispute regarding ownership of the Membership, the owner will be deemed to be the natural person who is assigned to the submitted email address
- b) Levi's® Red Tab Member Program is free to join and there won't be any enrollment charges as be part of the Program
- c) Upon successful registration for the Levi's R Red Tab Member Program, your mobile number will be your membership ID and account number.
- d) The Levi's Red Tab Member Program Membership is not assignable and not to be transferred, the Membership benefits can be enjoyed only by the Member.
- e) Your Levi's® Red Tab Member Program Membership cannot be used as a credit, gift, debit or guarantee card.
- f) You may cancel your membership at any time by calling on 1800 102 0501 or send an email to customercare&@levi.in. When exiting the Levi's® Red Tab Member Program you will forfeit any benefits and Levi's® Reward Points already earned but not yet redeemed.
- 4. MEMBERSHIP BENEFITS: As a member of the Levi's® Red Tab Member Program, you may:
 - a) Earn and Redeem Reward Points: Earn points on every transaction. Levi's Reward Points/ Reward Points maybe earned and redeemed at Levi's exclusive stores and online through our website www.levi.com.
 - b) Receive Birthday/Anniversary deals: You may receive special discounts and offers on these special days.
 - c) Enjoy special privileges: Receive messages for sneak previews, exclusive invites and pre-sales launches/events. Also, you may be the first to know about new product launches and other promotions.
 - d) Details of the benefits for Red Tab Member and Red Tab+ Member each are tabulated below:

Benefits	Red Tab Member	Red Tab+ Member	Note
Standard Earn Rate	1 Point per Rs. 100 spent	3 points per Rs. 100 spent	Red Tab member earns 1(one) Reward Point for every INR 100 worth of purchase. Red Tab+ member earns 3(three) Reward Points for every INR 100 worth of purchase. Every Reward Point is worth Indian Rupee – INR 1(one).
Birthday Offer*	15% off (upto Rs. 1000)	20% off (upto Rs. 2000)	
Profile Update Points	50 Points	50 Points	
Purchase Feedback	50 Points	50 Points	
Exclusive First Access	-	Yes	
Priority Complaint Assistance*	-	Response within 24 hours	Complaint resolution are subject to the call volumes
Priority Alteration or Free Home Delivery**	-	Yes	**For Red Tab+ Member, can avail a service of Priority Alteration – within 30 mins (depending on the store tailor's availability) or will be shipped to home for free with 5-7 working days. Alteration is possible in any Levi's exclusive store in India.
Access to Events & Experiences	-	Yes	
Exchange Window***	14 Days	90 Days	***Only for products purchased across any Levi's exclusive store: Exchange / Replacement is valid only

	for non-discounted products with manufacturing defects. The purchased product can be exchanged across any Levi's exclusive stores in India.
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5. EARNING REWARD POINTS:

- a) As a Member, You shall earn reward points on your purchase by notifying the stylist and the cashier that you are a Levi's® Red Tab Member Program member, prior to your transaction being processed. Reward Points cannot be added once your purchase has been processed. Your points will be added based on the tier structure you belong to as stated in the table below.
- b) Levi's® Reward Points will be determined according to the Net Purchase Price. Net Purchase Price means the total purchase price of the item(s) purchased less any discount received on such item(s). Where general discount (as opposed to discount specific to an item) applies to a total transaction, the discount will be pro-rated based on the value of each item/s purchased for purpose of allocating Levi's® Reward Points. Levi's® Reward Points cannot be earned or redeemed on the taxes paid.
- c) Validity of the Levi's® Reward Points: The validity of the of the Levi's® Reward Points are tabulated below:

Member	Eligibility (Cumulative purchase over the last 1 year)	Points Earned (Points earned for every INR 100 spent)	Validity	Note
Red Tab	No Minimum Purchase	1	1 year	The first purchase for any value puts you in the Red Tab tier, subsequent purchases, as above, upgrade the Levi's® Red Tab Member Program membership to the Red Tab + tier
Red Tab+	> INR 15,000	3	1 year	

- d) Reward Points can be earned on purchases made with a Levi's® Gift Card, however, Reward Points cannot be earned on the purchase of a Levi's® Gift Card.
- e) Reward Points cannot be earned on the portion of your purchases that are made with the Reward Points redemption reward.
- f) Reward Points earned on offline transaction may be reflected in your Levi's Red Tab Member Program account within two (2) days of your purchase.
- g) Reward Points expire after 12 months.

5. USING YOUR REWARD POINTS

- a) You may redeem some or all the Reward Points against purchases made. If the Reward Points available do not cover the entire value of your bill, then, you can settle the balance amount of the invoice/bill with another form of payment e.g., cash, debit/credit card.
- b) You must notify the stylist and the cashier at the Levi's® exclusive store of your intention to redeem your Levi's® Reward Points before your purchase is processed i.e. at the time of payment of your invoice/bill.
- c) No change or credit will be returned or given if your purchase value is less than the value of your redeemed reward.
- d) Reward Points are not transferrable or exchangeable for cash.
- 7. RENEWAL OF MEMBERSHIP: LS&Co. will review your Levi's® Red Tab+ tier membership every one year. Whenever you make a purchase above INR 15000/- in a year before the lapse of your tier validity, your Levi's® Red Tab+ Member Program membership automatically gets renewed for another one year period. If however, you do not make a purchase above INR 15000, your Levi's® Red Tab+ tier membership will lapse and you will fall to Levi's® Red Tab tier.
- 8. MARKETING MATERIAL, EMAIL AND PHONE SMS: Upon becoming a member of Levi's® Red Tab Member Program, you agree to receive advertising, marketing and other communications from LS&Co. LS&Co. will send Program-related emails, including but not limited to the following: welcome email; recurring Membership status statements and/or updates etc.. These emails will be in addition to any Program marketing or brand marketing emails Member may have also subscribed to receive. You may unsubscribe from these emails by following the instructions at the bottom of such emails for updating your preferences. You will receive phone SMS and/or emails addressed only to you. LS&Co. reserves the right to cease sending phone SMS and/or emails at its discretion. To not receive these notifications, Member must opt out of receiving them.

9. OTHER TERMS & CONDITIONS

- a) LS&Co. or its franchisees do not bear any responsibility or liability for any loss, damages, injury, accident, death or asset damage howsoever arising from inclusion or participation in the Levi's Red Tab Member Program or for any loss arising from the failure to provide services or for any other reason whatsoever.
- b) Any abuse whatsoever of the Levi's Red Tab Member Program by any person constitutes an offence and LS&Co. reserves the right to cancel such person's membership and withhold all Levi's Reward Points from her/his account at its sole discretion.
- c) LS&Co. reserves the right to alter, amend or withdraw benefits, offers including discounts and the terms and conditions of the Levi's® Red Tab Member Program or to terminate the Levi's® Red Tab Member Program without any prior intimation and at the sole discretion of LS&Co..
- d) Should LS&Co. terminate the Levi's® Red Tab Member Program for any reason whatsoever, you will be duly notified and have the opportunity to redeem your Levi's® Reward Points (subject to redemption conditions under the "Using Your Reward Points" section) within one (1) month of the date of the termination of your reward points
- e) If any part of these Terms shall be held or declared to be invalid or unenforceable for any reason by any court of competent jurisdiction, such provision shall be ineffective but shall not affect any other part of the Terms. The waiver of any provision of the Terms shall not be considered a waiver of any other provision or of LS&Co.'s right to require strict observance of each of the Terms herein. If any provision of the Terms is found to be unenforceable or invalid for any reason by any court of competent jurisdiction, that provision shall be severable, and all other provisions shall remain in full force and effect.

- f) These Terms shall be governed by the laws of India. Except where prohibited by law, you agree that any and all disputes arising from or relating to these terms and conditions shall be governed by and construed in accordance with the laws of India. Courts in Bengaluru shall have exclusive jurisdiction to determine any and all disputes between you and LS&Co. or its franchisees.
- g) These Terms constitute the entire agreement between you and LS&Co. relating to your use of and/or participation in the Program. LS&Co. reserves the right to refuse, merge or close additional accounts at any time.

DISCLAIMER: A Member is not required to make purchases to qualify for the Program. LS&Co. reserves the right, in its sole discretion, to prevent any individual from enrolling in the Program or to suspend and/or remove any Member from the Program for any reason, including suspected re-sellers and/or wholesales, or in the event of any suspected fraud, abuse, or misuse in connection with this Program. LS&Co. reserves the right to change, suspend, or terminate the Program or any of its associated Terms for any person at any time and in any manner with or without notice.