Sika Bagi Rejeki – Terms and Conditions of Membership – Declaration of Acceptance Effective Date: 1st August 2025

1. Introduction

1.1. These "Sika Bagi Rejeki" program Terms and Conditions ("Terms") govern the access, use of and membership to the Sika Bagi Rejeki program.

1.2. These Terms are effective from the 1st August 2025 as stated above and may be amended from time to time by us at our sole direction by publishing the amended Terms on this website.

1.3. Our failure to enforce a particular Term or condition does not constitute a waiver of that Terms or condition.

1.4. Without prejudice to any right or remedy available under the applicable law, Sika Indonesia may exercise any right, power or remedy conferred to it in this document at its discretion and separately or concurrently with any other right, power or remedy.

1.5. If any provision of these Terms are held to be invalid or unenforceable that provision:(a) may be read down to the extent necessary to make it valid and unenforceable; or(b) may be severed and the remaining provisions of the Terms enforced.

2. Acknowledgment and acceptance of the Terms

2.1. In these Terms 'you' or your' is a reference to a Member (defined below); and 'our' or 'us' is a reference to Sika Indonesia

2.2. Through your use of the "Sika Bagi Rejeki" program, you acknowledge that you have read, understood, and accepted these Terms and you agree to be bound by them. Should you object to any of these Terms (including any subsequent amendments) you must immediately discontinue the use of the "Sika Bagi Rejeki" program.

2.3. Your participation in, and use of, the "Sika Bagi Rejeki" program is contingent on compliance with the Terms and all relevant Sika Indonesiapolicies, including but not limited to Sika Indonesia's privacy policy, any promotional terms and conditions that Sika Indonesia may run from time to time, including your acknowledge and acceptance about your personal data will be stored in the server located in Indonesia or any other location outside Indonesia, if any.

2.4. Sika Indonesia reserves the right to change these Terms at any time and the Member will be required to read and confirm the acceptance of these terms and conditions before accessing "Sika Bagi Rejeki" program.

3. Definitions

3.1 In these Terms, unless the contrary intention or stated otherwise appears:

- **Member** means a current enrolled end user that has signed up for the "Sika Bagi Rejeki" program, accepted these Terms, and has been approved by Sika Indonesia. This Terms does not apply to companies nor companies' employee, or Sika[®] employee.

- Registration will be done via WhatsApp.
- **Member ID** means the unique user name, this will be your customer number.
- **Point** means:
 - points available to be redeemed by a Member for a Reward as a result of meeting a recognition criterion or criteria.
 - Points are generated upon meeting set of criteria upon purchase of covered Sika products or activity in any Sika platform.

- Points may be exchanges for Reward from the platform only.
- For clarity, Point cannot be redeemed for Sika products, product discount, for cash or transfer to accounts for payment of account invoices.

- **Program or "Sika Bagi Rejeki" program** means the Sika Indonesia loyalty club program name. The "Sika Bagi Rejeki" program comprises the WhatsApp platform, the Program functionality, Service Center and all related services.

- **Reward** means any e-voucher or e-wallet that can be obtained by redeeming Point through Sika Bagi Rejeki loyalty platform only

- **Service Center** means the service centre operated by PT Aksi Visitama to support Member on queries involving platform access, Point, Reward redemption, and/or any information or support related to this "Sika Bagi Rejeki" program.

4. Purpose of "Sika Bagi Rejeki" program

4.1. Sika Indonesia values the contribution of its Member to the success and growth of the business.

4.2. The Program is provided for the purposes of enabling Member:

4.2.1. To be awarded Point for spend on listed merchants, which may change at Sika Indonesia's discretion.

4.2.2. To view and acquire Reward;

4.2.3. To view or check Point activity throughout the life of the Program;

4.3. The "Sika Bagi Rejeki" program commences on Aug 2025, PT SIKA Indonesia reserves the rights, in its absolute discretion, to alter, cease to provide or replace this Program in whole, or part, and to vary the Terms, at any time.

4.4. The "Sika Bagi Rejeki" program is operated and managed by PT Aksi Visitama on behalf of PT SIKA Indonesia.

4.5. There are 2 (two) types of mechanism of "Sika Bagi Rejeki" program and one WhatsApp number only eligible to join one type of Program:

4.5.1 For professional applicator (legal entity) who purchase at Home Center i.e Sika Pro Center, Depo Bangunan, Mitra 10 and modern outlets in partnership with Sika Indonesia.

4.5.2 For mason and end user who purchase at traditional retail store.

- 4.6. Member's participation may be terminated at the request of the member or failure to meet Terms established in this website.
- 4.7. Upon account termination, Member data shall be deleted and, where necessary, retained in compliance with prevailing legal and regulatory requirements.

5. Point Accumulation

5.1. Member will get Point for each valid transaction submitted to WhatsApp according to "Sika Bagi Rejeki" program mechanism:

5.1.1 Professional applicator should upload printed invoice to get the point. Printed invoice should mention Member name and the maximum transaction submitted within 30 (thirty) days. Claiming Point valid for all Sika products that sold in Sika Pro Center or in modern outlets in partnership with Sika Indonesia.

5.1.2 Mason and End user should input valid unique code inside product participated to get the Point.

5.2. This "Sika Bagi Rejeki" program only applies to Sika products that no exclusivity of buying Sika's products only, limited transaction with 1 (one) shop,

5.3. Subject to the applicable Terms, it is possible to claim Point from same product through Mason program (or Member) and Professional program.

5.4. All product related to all "Sika Bagi Rejeki" program will be specified in the link provided as long as the program remains active.

5.5. Point transfers between Member accounts are prohibited, regardless any personal request or consent,

5.6. Adjustments will be made to your Point balance to reflect:

- 5.6.1. Resolution of any Point redemption disputes;
- 5.6.2. Changes required to correct an erroneous Point allocation; or
- 5.6.3. Point expiry (as outlined in clause 6 Terms)
- 5.7. Point you accumulate cannot be used for any other reward program nor are they refundable, replaceable or transferable to any other account nor exchangeable for cash or credit.

6. Point Expiration

6.1. Your Point will expire 365 (three hundred sixty five) days after the date they are awarded to you.

6.2. Point will expire daily 365 (three hundred sixty five) days based on first in – first out. Expiration starts 365 (three hundred sixty five) days from which the point had been earned and are expired if not used. Expiry Point can be seen on the WhatsApp menu.

6.3. If you cease to meet the criteria of a Member you will no longer be eligible to be a Member of the "Sika Bagi Rejeki" program, your account will be deactivated, and all unused Point will forfeited or expire.

6.4. The process of Point expiration is managed by third party and falls outside the scope of Sika Indonesia reponsibility.

7. Point Redemption for Reward

7.1. The "Sika Bagi Rejeki" program Reward exclude products discounts, free products, rebate, cash. Reward available will be selected e- voucher, or e-wallet. Reward shall follow Sika Indonesia Code of Conduct policy.

7.2. You may redeem your Point at any time for Reward. Your Point balance must be sufficient for the Reward you wish to acquire.

7.3. You must only use your own Point for Reward. Sika Indonesia will not be accountable if another Member uses your account or Point.

7.4. You must not use another Member's account or Point to redeem Reward.

7.5. Point may not be pooled with other Member to redeem Reward.

7.6. The number of Point required to redeem any Reward or generated may changewith prior notice.

8. Reward

8.1. Reward can be redeemed by Member for a wide range of reward items and offers as listed in the online catalogue section of "Sika Bagi Rejeki " program at the time of redemption.

8.2. The catalogue of Reward on the WhatsApp menu has a range of items available and may include some or all of the following:

8.2.1. E-wallet, which are non-cash payment facilities that may be redeemed for goods and, or, services subject to the retailer's terms and conditions;

8.2.2. E-vouchers, which are pre-payments that may be exchanged for a specified good or service, including experiences, and are subject to the retailer's terms and conditions related to this Program's e-vouchers.

8.3. The range of Reward will change from time to time, without notice and are subject to availability.

- 8.4. The ordering and delivery of Reward is subject to the following conditions::
 - 8.4.1. When an order has been processed, the request cannot be amended, withdrawn or exchanged for another reward or offer.
 - 8.4.2. Should an error arise due to the Member's actions or omissions, any resulting obligations or losses shall be borne solely by the member. Conversely, in the event that the error results from a system failure, such liabilities shall be assumed by the third party accountable for the system's operation. All Reward items are subject to availability. One of the "Sika Bagi Rejeki" program customer service team will advise the Member if Reward are out of stock and either offer an alternative product or credit.
 - 8.4.3. Any warranty claims must be taken up directly with the manufacturer of the Reward item should a warranty issue arise. Sika shall not be liable for any defects, deficiencies or any loss or damage caused by any of the Reward. Please contact Service Center for full details of the correct supplier and proof or purchase.
 - 8.4.4. The time taken to deliver a Reward will vary. Sika Indonesia shall not be liable for any delay in delivery of a Reward item.
 - 8.4.5. Reward that form a voucher or e-wallet, it must be used before the expiry date. Sika Indonesia is not responsible for lost, stolen or expired vouchers or gift cards.

9. "Sika Bagi Rejeki" program Administration

9.1. We will conduct the following administrative tasks, including but not limited to:

- 9.1.1. Creating and maintaining Member accounts, including Member details and status;
- 9.1.2. Status; reviewing Member accounts and Point.

9.1.3. Maintaining Member accounts, including name, company account number, company details, branch details and status;

9.1.4. Complete any Point balance adjustments as required.

10. Membership and Responsibilities

10.1. Your membership is assigned to you and non-transferable.

- 10.2. There are no fees to you for your membership in the "Sika Bagi Rejeki" program.
- 10.3. You are responsible for all activity(s) that occurs in, and through, your Member account and advising the Service Center of any potential misuse of your Member account, including:

10.3.1. All content you include in the Program;

10.3.2. Each order for Reward, including the accuracy of the details such as the items, quantities and delivery details; or

10.3.3. Maintaining the confidentiality of your own access and security credentials for the Program.

10.3.4. You must not permit any other person or Member to access your Member account, including, but not limited to:

10.3.5. Using the "Sika Bagi Rejeki" program;

10.3.6. Altering your account information.

Any loss, damages, and/or claim for these activities will be borne solely by Member and shall hold harmless Sika and PT Aksi Visitama.

10.4 You must notify <u>sikacare@id.sika.com</u> of any contact details and Customer Account Number changes.

10.4. If you fail to provide these details immediately, Point from the original change date may not be issued to your new account.

10.5. If you breach these Terms or are otherwise engaged in activity deemed inappropriate or contrary to these Terms or the Website and Reward Terms and Conditions, Sika Indonesia may, without notice to you.

10.5.1. Expire your Point;

10.5.2. Cancel or refuse to honour any order for a Reward;

10.5.3. Suspend your access to the "Sika Bagi Rejeki" program;

10.5.4. Terminate your access to the "Sika Bagi Rejeki" program; and/or

10.5.5. Take appropriate action in accordance with its privacy policy:

https://www.sika.com/en/footer/privacy-notice.html

10.6. Any expiry of Point or suspension or termination of the "Sika Bagi Rejeki" program will be at our absolute discretion. Inappropriate activity includes, but is not limited, to:

10.6.1. Use of another Member's account without consent or for any unauthorised purpose;

10.6.2. Inappropriate accumulation of Point;

10.6.3. Unauthorised methods of redemption;

10.6.4. Inclusion of content on the "Sika Bagi Rejeki" program that is unlawful, defamatory,

fraudulent, offensive, objectionable, or contrary to a Sika Indonesia policy; and any other activity deemed by us to be inconsistent with the nature and purpose of this Program.

11. Termination of or change to the "Sika Bagi Rejeki" program

11.1. We reserve the rights, in our absolute discretion, to alter, cease to provide or replace this "Sika Bagi Rejeki" program in whole, or part at any time without notice to you.

12. Notices and Communication

12.1. The "Sika Bagi Rejeki" program uses electronic communication media to send program and commercial correspondence to you.

12.2. Program correspondence is associated with the operation and administration of the "Sika Berbagi Rejeki" program and includes:

12.2.1. Administrative notices;

12.2.2. Automatic WhatsApp.

12.3. Your default Member account setting is for you to receive correspondence from the "Sika Berbagi Rejeki" program.

13. Privacy Statement

13.1. These privacy statement clauses (along with the privacy policies of Sika Indonesia and PT. Aksi Visitama) outline in general terms how we collect, use and disclose personal information in respect of the "Sika Bagi Rejeki" program.

13.2. Information about you contained in the "Sika Bagi Rejeki" program may be collected from two sources:

13.2.1. Information provided by Sika Indonesia to establish your "Sika Bagi Rejeki" program account. This is required to enable your access to, and use of, the "Sika Bagi Rejeki" program, which includes the Website, the Program functionality, Service Centre and all related services. This information may only be updated on authority of Sika Indonesia. If you consider this information needs to be corrected or updated contact Service Center. 13.2.2. Information provided by you at the time of registration and during your use of the "Sika Bagi Rejeki" program at the variable account information fields. You may insert, alter and remove information. You remain responsible for the accuracy of this information. In the variable account information fields. You may insert, alter and remove information. You remain responsible for the accuracy of this information. You remain responsible for the accuracy of this information.

13.3. Personal information is collected about you and others from you by Sika Indonesia and PT Aksi Visitama to

- provide and improve the "Sika Bagi Rejeki" program and services,
- personalise your experience,
- verify your identity,
- communicate with you about your orders, deliveries and Member account,
- send you Program correspondence and commercial correspondence (if you have not unsubscribed to it),
- provide service support,
- conduct market research and trend analysis,
- market goods and services to you, and
- comply with any legal obligations.

13.4. If you provide the personal information of others to Sika Indonesia through the "Sika Bagi Rejeki" program, it is your responsibility to advise those individuals that you have provided the information to Sika Indonesia.

13.5. In addition to the information that you enter on the "Sika Bagi Rejeki" program, certain types of data are received and stored when you use the Program.

13.6. The collected personal information may be disclosed to:

13.6.1. Suppliers and third parties that assist in providing and improving goods and services (such as fulfilling and delivery of Reward, identity verification, market research and trend analysis, marketing and promotions, information technology support and service support operations);

13.6.2. Appropriate authorities where fraudulent activity is suspected and others where required by law; and

13.6.3. Sika® as needed and align with applicable laws to assist in improving goods and services and determine that the "Sika Bagi Rejeki" program is meeting the Sika Indonesia objectives.

13.7. Personal information may be disclosed and stored globally for the purposes of providing the "Sika Bagi Rejeki" program, Reward and all related goods and services. Any email used to deliver the Program and services may be transmitted and stored in various locations overseas.

13.8. The Sika 'Privacy Policy', located at <u>https://idn.sika.com/en/privacy-notice.html</u> contains more information and also how you can seek access to, and correction of, your personal information held by Sika Indonesia. It also explains how you can complain about a breach of your privacy and how your complaint will be dealt with.

14. Security

14.1. You only can access this Program using your registered WhatsApp number.

14.2. Sika Indonesia is entitled to act on instructions from a Member, or someone purporting to be that Member if access from registered number.

14.3. Your WhatsApp should not be divulged to anyone, composed from information that could be guessed by anyone, or recorded anywhere in a format that can be deciphered. Sika Indonesia will not be held responsible for transactions that have taken place without the authority of the Member, where the registered WhatsApp number have been used.

14.4. Align with applicable anti-competition laws in Indonesia, Sika Indonesia will 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 Indonesia distributors and retailers. Any information collected on product price shall be limited to validation and reporting within the scope of the Program.

15. Taxation

15.1. Point and, or, any Reward may be subject to personal income or other tax assessment depending on applicable tax laws and regulations.

15.2. Any taxes, GST, or other charges arising from the provision or availability of Points and/or Rewards will be borne by **Sika Indonesia** unless otherwise stated.

If there are any taxes or charges that must be borne by you, it will be informed in advance prior to redemption or reward distribution.

15.3. For the purpose of tax reporting in accordance with relevant laws, you agree that your personal identification data, including but not limited to your National Identification Number (NIK)/ID card number, may be used and/or submitted to the relevant tax authorities.Sika Indonesia shall not be responsible for any tax implications outside the scope of this program or arising from your personal tax situation.Should you require any further assistance in this matter please contact your tax advisor.

16. Liability

16.1. Nothing in these Terms limits, excludes or modifies or purports to limit, exclude, or modify the statutory consumer guarantees as provided under the Anti-Competitionand Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Indonesia ("Non-Excludable Guarantees").

16.2. Except for liability that cannot by law be excluded, including the Non-Excludable Guarantees, Sika and PT. AKSI VISITAMA (including their affiliates and respective officers, employees and agents) are not responsible for and exclude to the maximum extent permitted by law all liability (including based contract, negligence, indemnity, strict liability or otherwise) for any loss of profit, revenue, business or contract, interruption of production or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising under or in connection with these Terms or the "Sika Bagi Rejeki" program, including but not limited to, any changes to the Terms or the Program unless such loss or claim arises from negligence or wilful misconduct of Sika Indonesia, PT. AKSI VISITAMA , or any of their officers, employees or agents.

16.3. Subject to any responsibilities that cannot be excluded at law, Sika Indonesia is not responsible for Reward received under a Reward "Sika Bagi Rejeki" program, any death or injury, loss or consequential loss or damage from a reward or the loss, theft or destruction of a reward or a reward voucher.

16.4. Any dispute concerning goods or services received as a reward item shall be settled between the Member concerned and the Reward provider who supplied the goods or services. Sika Indonesia will bear no responsibility for resolving such disputes or for the dispute itself.

17. Legal Disclaimer

17.1. This Program is established strictly as a consumer loyalty initiative and is not intended to promote, facilitate, or be interpreted as gambling, betting, or any form of game of chance as prohibited under the applicable laws and regulations in the Republic of Indonesia, including but not limited to Law No. 7 of 1974 on the Control of Gambling and its subsequent legal interpretations and its amendment from time to time, if any.

- 17.2. Point shall be issued only upon successful validation of eligible purchases. While the amount of Point or type of Reward may be determined randomly or probabilistically, the mechanism does not involve any risk of loss or financial stake on the part of participants, thereby maintaining compliance with non-gambling principles under Indonesian law.
- 17.3. Sika Indonesia affirms its commitment to fair competition and declares that it does not engage in, support, or tolerate any form of collusive, monopolistic, or anti-competitive behavior. This Program fully complies with Law No. 5 of 1999 on the Prohibition of Monopolistic Practices and Unfair Business Competition, including any of its amendments from time to time, if any. The collection of receipts is solely for the purpose of purchase verification and does not constitute control, surveillance, influence over the resale pricing decisions of distributors or retailers, or any actions that are prohibited by law.
- 17.4. This Program also complies with Indonesia's anti-corruption framework, including Law No. 20 of 2001 on the Amendment to Law No. 31 of 1999 concerning the Eradication of Criminal Acts of Corruption, the Criminal Code (Kitab Undang-Undang Hukum Pidana), and any related implementing regulations and its amendment from time to time, if any. No reward, point, or benefit under this Program shall be provided in exchange for any form of improper influence, unethical conduct, or business advantage.
- 17.5. The Program ensures compliance with Law No. 11 of 2008 on Electronic Information and Transactions, as amended by Law No. 19 of 2016, and any future amendments from time to time, if any. All communications are managed in accordance with prevailing laws on electronic systems.
- 17.6. This Program complies with Law No. 27 of 2022 on Personal Data Protection and its amendment from time to time, if any. All processing and collection of personal data is aligned with the laws and regulations and has been approved by Member.

18. Contact Information

18.1. For all enquiries regarding Point earning please contact the "Sika Bagi Rejeki" program Administrator directly by email to: sikacare@id.sika.com

18.2. For all enquiries regarding the "Sika Bagi Rejeki" program, an order or a Reward please contact the Service Centre by the following methods:

18.2.1. email to: sikacare@id.sika.com and or "Bantuan" facility on the "Sika Bagi Rejeki" program Platform

18.2.2. written correspondence to:

Sika Indonesia - "Sika Bagi Rejeki" program

EMAIL: sikacare@id.sika.com or telephone to: 0800-140-1236

Monday to Friday, 08.00 - 17.00