

General Terms and Conditions of the My Sushi Shop Loyalty Program

These General Terms and Conditions apply to the loyalty program named My Sushi Shop (hereinafter the “Loyalty Program” or “Program”) offered by SUSHI SHOP MANAGEMENT, SAS, with capital of £5,098,160, whose registered office is located at 9/11 Allée de l’Arche Tour Egée Paris La Défense Cedex - Nanterre Trade and Companies Register No 493 549 349 (hereinafter “SUSHI SHOP”), on the website www.mysushishop.co.uk (including mobile version), also accessible via applications for mobile phones and tablets developed by SUSHI SHOP (hereinafter the “Website/App”) and which the customer (hereinafter “Customer(s)” or “Member(s)”) joined when creating his/her customer account on the Website/App.

The Customer acknowledges having read and accepted these General Terms and Conditions.

1

ARTICLE 1

PURPOSE OF THE LOYALTY PROGRAM

The My Sushi Shop Loyalty Program is a free and 100% virtual loyalty program, which the Customer can join online on the Website/App or at the Sushi Shop network of stores in United Kingdom, excluding travel retail and concessions (hereinafter “Store(s)”).

The purpose of the Loyalty Program is to reward the loyalty of Customers according to their frequency of purchase and the value of their purchases made in the Stores and/or on the Website/App, under the conditions defined in these General Terms and Conditions, all without commitment.

The Program is divided into three statuses offering different advantages: Explorer, Gourmet and Epicurean.

All information relating to the Loyalty Program is available in the “My Sushi Shop” section of the Website/App and in the Store from the Sushi Shop team members.

2

ARTICLE 2

SUBSCRIPTION

2.1. Conditions of access to and membership of the Loyalty Program

The Loyalty Program is reserved for persons aged 18 or over.

Any person wishing to join the Loyalty Program must first have created a customer account in the Store or on the Website/App by placing an order, entering his/her personal information and creating a password (hereinafter "Customer Account"). The creation of the Customer Account entails the creation of a personal ID number (hereinafter "Customer Number").

To register in a Store, the Customer has several options:

1. Scan the QR code present on the "My Sushi Shop" or "Mobile Wallet" communication materials, in order to activate his/her account by completing the personal information required to set up his/her Customer Account, and to add his/her loyalty card to his/her virtual wallet (hereinafter "mobile wallet")
2. Communicate his/her mobile number to the Store team member at the checkout. The Customer then receives an SMS including his/her Customer Number and a link to the Website/App enabling him/her to activate his/her Customer Account by completing the personal information necessary to finalise his/her Customer Account.

Membership of the Loyalty Program is nominative, personal and reserved for individuals for their own, non-professional use. It cannot be transferred.

The Customer certifies the accuracy and veracity of the personal information he/she provides. SUSHI SHOP reserves the right to refuse the registration of a Member whose information proves to be inaccurate, incomplete or not compliant with these General Terms and Conditions.

SUSHI SHOP reserves the right to carry out any checks to verify the validity of the subscription to the Loyalty Program, particularly in the case of identical names. There can only be one Customer Number per person (same surname, first name(s), address, email and telephone number). If SUSHI SHOP finds that the same person holds several Customer Numbers, SUSHI SHOP reserves the right to merge the Member's data and benefits to link them to a single Customer Number, by disabling duplicate benefits.

The Customer may access his/her Customer Account at any time to update his/her personal information in the "My Account" section.

2.2. Conditions for acquiring status

The three statuses of the Loyalty Program are defined and allocated according to the number of points accumulated by the Customer over the last 12 months.

Points are earned according to the amount spent over the last 12 months (£1 = 1 point), but can also be earned by downloading the Sushi Shop app (+10 points) and/or the Sushi Shop virtual loyalty card to a mobile phone (+10 points). The points earned

by downloading the app and the virtual loyalty card are cumulative (+20 points earned by downloading both). During certain specific periods (hereinafter “Happy Hours”), the Customer may also multiply or double his/her points. The Customer will be informed of these Happy Hours by email, SMS and push app notifications, subject to the Customer’s consent to receiving Sushi Shop offers.

- Explorer status is acquired from the first order on registering for the loyalty Program.
- Gourmet status is acquired from 200 points accumulated over the last 12 months.
- Epicurean status is acquired from 800 points accumulated over the last 12 months.

These statuses cannot be combined. When the Customer has accumulated the required number of points over the last 12 months, he/she moves up to the next status and automatically acquires the benefits of the new status, which brings the benefits of the previous status to an end.

The new higher status is guaranteed for a period of 6 months from the time it is acquired. At the end of this 6-month period, if the required minimum purchase value over the last 12 months is no longer reached, then the Customer loses the higher status as well as the associated benefits and returns to his/her status prior to this 6-month period.

At any time, the Customer may access his/her personal information relating to the Loyalty Program (status, number of points, benefits available, amount in his/her kitty, number of orders and value of purchases accumulated over the last 12 months) in the “My Sushi Shop” section of his/her Customer Account accessible on the Website/App (hereinafter “My Sushi Shop”).

3

ARTICLE 3

TERMS OF USE OF THE LOYALTY PROGRAM

To take advantage of the Loyalty Program, the Customer must make purchases in a restaurant operated under the Sushi Shop brand or on the Website/App. Purchases made on the Website/App are automatically taken into account. For purchases made in a Sushi Shop restaurant, the Customer must present his/her virtual card via his/her mobile wallet, or give his/her telephone number to the Sushi Shop team member at the checkout before paying for his/her order so that the purchase can be recorded in his/her My Sushi Shop Loyalty Account.

Only the amounts actually paid by the Customer are taken into account under the Loyalty Program. Cancelled and refunded orders are not taken into account.

The Member undertakes to comply with the General Terms and Conditions of the Loyalty Program and to behave fairly towards SUSHI SHOP. Failing this, SUSHI SHOP reserves the right to suspend or terminate the Customer's My Sushi Shop Loyalty Account, to deactivate it or to remove its benefits, under the conditions set out in the article "Suspension/Deactivation".

4

ARTICLE 4

BENEFITS OF THE LOYALTY PROGRAM

4.1. For all Members

Membership of the Loyalty Program allows all Customers, regardless of their status, to benefit from the following advantages:

(i) Each My Sushi Shop Loyalty Program Member has a virtual kitty associated with his/her Customer Account which is credited in £ as follows:

- If the Member places 4 orders (successive or not) with a minimum value of £14 each, whether for delivery, takeaway, Click & Collect or on site, his/her kitty will be credited with £5.

- The amount credited to the kitty is valid for a future order, for delivery, for takeaway, Click & Collect or on site by clicking on the "My Sushi Shop Basket/Kitty" section if the order is placed on the Website/App or by making a request to the Sushi Shop team member if it is an order in a restaurant.

- The amount credited to the Kitty automatically expires if no order is placed by the Customer for 90 consecutive days from the last order.

(ii) For his/her birthday, the Member benefits from a free product of their choice for any purchase of a value of £14 or more made from his/her birthday and for a period of 2 months after his/her birthday.

The free product depends on his/her loyalty status:

- Explorer status: the free product is chosen from the Maki, Spring and California Rolls categories (6 pieces), including limited editions and new products, unless otherwise specified)

- Gourmet status: the free product has a maximum value of £15, to be chosen from all the à la carte categories.

- Epicurean status: the free product has a maximum value of £20, to be chosen from all the à la carte categories.

(ii) For any purchase of £14 or more made by the Member from his/her anniversary date of joining the Loyalty Program and for 2 months from this date, the Member benefits from a gift that will depend on his/her loyalty status, namely.

- Explorer status: the gift consists of the sum of £5 credited to his/her My Sushi Shop kitty (applicable conditions identical to the kitty).

- Gourmet status: the gift consists of a free product to be chosen from the Maki, Spring, California or Signature Rolls categories (6 to 8 pieces), including limited editions and new products.

- Epicurean status: the gift consists of two free products to be chosen from the Maki, Spring, California or Signature Rolls categories (two packs of 6 to 8 pieces), including limited editions and new products.

4.2. For new My Sushi Shop customers (Explorer status)

When a Customer registers for the My Sushi Shop loyalty Program and places an initial order to a value of £14 or more (excluding administration fee) as a My Sushi Shop member, whether on the Website, on the App or in the shop, the Customer becomes an “Explorer” and receives two immediate benefits:

- A free iced mochi dessert, automatically added to the Member’s order
- £5 is credited to the Member’s kitty and can be used for 3 months, regardless of the value and type of order: for delivery, takeaway, Click and Collect or on site.

The £5 credit expires automatically if no orders are placed by the Customer for 90 consecutive days from his/her registration.

These welcome offers are only valid once, on registering for the My Sushi Shop loyalty Program only.

4.3. For Status 2 and 3 customers (Gourmet and Epicurean)

In addition to the benefits described in Article 4.1, Members holding “Gourmet” and “Epicurean” status enjoy the following benefits:

(i) A welcome gift for their new status, from the day they enter “Gourmet” or “Epicurean” status and for a period of two months from this date. The Customer receives a free product of his/her choice, with a maximum value of £20 for new “Gourmet” Members and a maximum value of £40 for new “Epicurean” Customers, valid on his/her next order of a value of £14 or more, for delivery, takeaway, Click & Collect or on site. The offer is nominative and non-cumulative, valid only once per Member.

(ii) A free surprise product, added to the Member's order once a year for "Gourmet" Customers and twice a year for "Epicurean" Customers. The product is automatically added to the Customer's next order, for any order placed from 4 months after entering his/her new "Gourmet" status and from 3 months after entering "Epicurean" status.

4.4. For status 3 customers (Epicurean status)

In addition to the benefits described in Articles 4.1 and 4.3, Members with "Epicurean" status enjoy the following benefits:

(i) Invitations to events: participation in the Cooking Contest jury and a tasting offered in the Member's reference shop or in a shop close to the Member's preferred shop, if the Member's preferred shop does not have sufficient capacity to host its Members.

Invitations to tastings will be sent by email, text message and/or post, provided that the Member has previously consented to receive emails, text messages and/or post, and has entered a valid email address, telephone number and/or personal postal address. The Member must confirm his/her attendance at the event via a form before the deadline stated on the invitation.

(ii) No administration fee charged on delivery orders, as soon as "Epicurean" status is obtained

4.5. Referral offer

Any Member with a Customer Account who has placed at least two orders in the last 12 months, either online on the Site/App or in a Sushi Shop restaurant by providing his/her My Sushi Shop Customer Number, is eligible to become a Referrer (hereinafter "Referrer(s)").

Once eligible, the Referrer receives an email containing his/her referrer code that he/she can share with his/her friends and relatives. He/she can also find his/her referrer code in the "Referrals" section of his/her Customer Account.

The referrer code can only be used 7 times in any rolling 7-day period. It is strictly personal, cannot be used commercially and must not be shared on the internet.

The referral offer can only be used to refer new customers, i.e. people who have never placed an order on the Website/App and who do not already hold a Customer Account (hereinafter "Referral(s)"). The referrer code is only valid for the first order placed online by the Referral on the website or the App. The referrer code cannot be used in a Sushi Shop restaurant.

The referral offer provides the following benefits:

(i) For the Referral: £5 for an immediate discount of £5, valid only once and for any first order for takeaway or delivery with a minimum value of £15 (except for delivery zones with a higher minimum order) placed on the Site or the App, by entering the referrer code in the “Voucher” box when placing the first order. The offer can only be combined with the free frozen mochi offer and the £5 credit offer (new My Sushi Shop customers offer, more information in Article 4.2).

(ii) For the Referrer: £5 credited to his/her Kitty for each new Referral from the day after receipt of the Referral’s first order.

Self-referral is not allowed. The referrer code must be associated with two separate individuals, whose surname, first name, postal address and IP address cannot be the same. The same Customer cannot be both Referrer and Referral by using several different email addresses.

In the event of fraud or attempted fraud by self-referral, SUSHI SHOP reserves the right to withdraw any benefits acquired. In the event of a repeat offence, SUSHI SHOP reserves the right to suspend or deactivate the relevant Customer Accounts (Referrer and Referral) that have defrauded or attempted to defraud.

5

ARTICLE 5

LIABILITY

When using the Loyalty Program, SUSHI SHOP and/or the Sushi Shop restaurants cannot be held liable for any inconvenience and/or damage inherent to the Customer’s use of the internet, such as, in particular, a suspension of service, external intrusion, the presence of computer viruses, fraudulent use of bank cards, etc.

SUSHI SHOP and/or the Sushi Shop restaurants may not be held liable for any action carried out via or on his/her Customer Account by a third party to whom the Customer has provided his/her login details or who has had access to his/her login details or Customer Account as a result of his/her fault, carelessness or negligence.

In the event of a malfunction of the Loyalty Program, SUSHI SHOP will do its utmost to ensure that the Member can retain the benefits obtained on his/her My Sushi Shop Loyalty Account.

6

ARTICLE 6

CHANGES TO THE LOYALTY PROGRAM

These General Terms and Conditions are subject to change. The applicable General Terms and Conditions are those in force on the website or app at the time the order is placed by the Customer.

SUSHI SHOP reserves the right to modify or suspend, either permanently or temporarily, the Loyalty Program at any time, particularly in the event of force majeure.

In the event of a permanent termination of the Loyalty Program or a complete overhaul of the latter resulting in the loss of valid benefits, SUSHI SHOP will inform Members with at least one month's notice so that they can use the valid benefits within this period. At the end of this period, the benefits will be definitively lost.

SUSHI SHOP reserves the right not to contact non-active Members of the Loyalty Program (i.e. those who have not made purchases in the Store or on the Website/App for more than 12 months by presenting their My Sushi Shop Customer Number) to inform them of any changes to the Program.

SUSHI SHOP cannot guarantee that unused available benefits will be reusable in any form whatsoever following any changes to the Loyalty Program.

No modification, development or removal of the Loyalty Program may give rise to any right to compensation in favour of the Member.

7

ARTICLE 7

TERMINATION / SUSPENSION / DEACTIVATION

7.1. At the initiative of SUSHI SHOP

SUSHI SHOP reserves the right to suspend the Member's membership of the Loyalty Program, or even to permanently deactivate his/her My Sushi Shop Loyalty Account and, where applicable, to cancel the associated benefits, in the event of abuse by the Member in the use of the Program and/or vis-à-vis SUSHI SHOP and non-compliance with these General Terms and Conditions.

SUSHI SHOP will implement this suspension and/or deactivation after notifying the Member by email, text message or any other means it deems appropriate, without the Member being able to claim any compensation, particularly in the following cases:

- in the event of fraud (such as self-referral), attempted fraud or theft by the member in a Sushi Shop restaurant and/or on the Website or App;
- in the event of inappropriate use or misappropriation of the Loyalty Program by the Member or by any third party acting on his/her behalf;
- in the event of actions by the Member likely to disrupt the operation of the website or the app, the operation of the Loyalty Program or the operation of the Sushi Shop restaurants;
- in the event of an abnormally high number of transactions made by the Member in a single day and/or over several days;
- in the event of a failed payment not settled by the Member within 15 days of SUSHI SHOP's reminder;
- more generally, in the event of non-compliance with the provisions of these General Terms and Conditions.

SUSHI SHOP also reserves the right to take any legal action to assert its rights to compensation for any prejudice suffered.

7.2. At the initiative of the Member

If the Member wishes to deregister from the Loyalty Program, he/she must inform SUSHI SHOP's customer service department by email via the contact form accessible via the page <https://www.mysushishop.co.uk/en/contact> or by post to the following address:

SUSHI SHOP MANAGEMENT

Sushi Shop Customer Service

13 Cours Valmy, Tour Pacific 92977 La Défense Cedex

Termination by the Member of his/her membership of the Loyalty Program entails the definitive loss by the Member of all valid benefits provided by the Program.

8

ARTICLE 8

PERSONAL DATA

Sushi Shop processes your personal data collected in connection with your membership of the loyalty Program described in this document and acts as Data Controller.

To find out how we process your personal data, please consult our Privacy Policy on the Sushi Shop website.

You contact our customer service with any questions at <https://www.mysushishop.co.uk/en/contact> or by email to the Sushi Shop Data Protection Officer at the following address: dpo.fr@amrest.eu.

9

ARTICLE 9

APPLICABLE LAW

These General Terms and Conditions are governed by the law of the country corresponding to the Website or the App on which the Member creates his/her account without prejudice to any conflict of law rules that may exist.