

## 1. General Terms of the Loyalty Program and Participation Criteria

The Loyalty Program constitutes a marketing instrument of the Company aimed at increasing customer loyalty and encouraging long-term relationships. Participation in the Program implies the Customer's full and unconditional acceptance of these Terms and Conditions.

### 1.1. Eligibility and Identification

Only an identified Customer may participate in the Program. Identification means the existence of the Customer's personal data in the Company's database. This requirement serves the purpose of forming a retail customer database and restricts the store from issuing a card to unidentified individuals.

The right to receive a Loyalty Card arises if the Customer's purchases meet the following financial thresholds:

Criterion Type	Minimum Purchase Amount	Note
Single Purchase	1,000 GEL	Minimum requirement to join the program
Annual Turnover	5,000 GEL	Cumulative indicator

"Annual Turnover" shall mean the aggregate value of products purchased by the Customer from JSC Sakcable, amounting to no less than 5,000 (five thousand) GEL. The calculation of the said aggregate value shall be performed based on the transactions identified in the Company's database and conducted within the period of 365 (three hundred sixty-five) calendar days preceding the date on which the Customer expresses the desire to open/receive a loyalty card.

Cash-out ("conversion into cash") of points shall be permitted exclusively to the Customer's personal bank account.

Indication of third-party bank details is prohibited, and such transactions shall not be processed. The Customer shall be responsible for the accuracy of the bank details provided.

## 2. Mechanism for Accrual, Accounting, and Use of Bonus Points

Bonus Points are conditional units recorded within the framework of the Program, enabling the Customer to obtain economic benefits in the form of cashback or payment toward the purchase price of products.

## 2.1. Point Accrual Scheme and Categories

Within the Loyalty Program, the monetary equivalent of accrued points is determined as follows:  
1 (one) point = 1 (one) GEL.

The Company reserves the right to unilaterally amend the nominal value of points. Customers shall be notified of such amendments in advance, within a reasonable period, through official communication channels.

Points are accrued according to product segments as follows:

Product Category	Accrual Percentage	Description
Cables manufactured by JSC "SakCable"	3%	Company's own manufactured products
Schneider Electric products	10%	Electrical materials from partner brands
Other non-cable products	5%	Other brands available in the store

Points shall be accrued on purchase receipts of any amount, except for products sold at promotional or liquidation prices. If the Customer purchases both promotional and standard-priced products within the same transaction, points shall be accrued only on the portion of the purchase not subject to the promotion.

## 2.2. Time Limits and Conditions for Use of Points

The Parties agree that the use of Bonus Points shall be governed by the following rules:

- **Waiting Period:** The Customer may redeem accumulated points only after the lapse of one (1) month from the date of purchase. This period is required to allow completion of any potential return procedures.
- **Forms of Use:** Points may be redeemed against any product or converted into monetary funds in the form of cash-back.
- **Balance Control:** The cashier shall not be authorized to deduct more points than are accumulated in the Customer's account.
- **Expiration Period:** Bonus Points shall remain valid for one (1) calendar year from the date of accrual, after which they shall be automatically cancelled.

## 2.3. Loss of Card and Administrative Costs

In the event of loss of the Card, the Customer shall be obliged to notify the Company immediately. To obtain a replacement Card, the Customer shall pay **10 GEL**. This amount represents the material and operational costs associated with issuing the Card.

## 3. Product Return Policy

The rules governing the return of goods are based on the latest version of the Law of Georgia on Consumer Rights Protection. The Company ensures the protection of consumer rights while, at the same time, establishing strict procedures to safeguard its economic interests.

### **3.1. Return of Goods Purchased at a Retail Store**

Under applicable legislation, a trader is not obligated to accept the return of **defect-free** goods purchased in-store. However, if the goods are defective, the Customer shall have the following rights within one (1) month from the date of purchase:

- **Replacement:** The Customer shall have the right to request free replacement of the item.
- **Refund:** If replacement is impossible, the Customer may request a refund of the purchase price.

### **3.2. Impact of Return on Bonus Points**

In the event of return of goods, any Bonus Points accrued in connection with the respective transaction shall be automatically deducted from the Customer's account.

## **4. Personal Data Protection and Security**

The Company attaches particular importance to the protection of Customers' personal data. Data processing shall be carried out in accordance with the Law of Georgia on Personal Data Protection.

## **5. Legal Basis and Purpose of Processing**

The legal basis for data processing is **the consent** declared by the data subject (Customer). Personal data shall be processed for the following purposes:

- Administration of the Loyalty Program and accounting of bonuses;
- Identification of the Customer and prevention of fraudulent transactions;
- Conducting marketing communications (only where additional consent has been provided).

## **6. Rights of the Data Subject**

The Customer, as a data subject, shall have the right to exercise the following rights at any time:

1. **Right to Information:** To obtain information regarding which data are being processed and the legal basis for such processing.
2. **Right to Rectification:** To request correction, updating, or completion of inaccurate, incorrect, or incomplete data.
3. **Right to Erasure and Restriction:** To request termination of data processing or deletion of personal data (except in cases provided by law).
4. **Right to Withdraw Consent:** To withdraw previously granted consent at any time, which shall result in termination of participation in the Loyalty Program.

## **7. Program Termination and Restrictions**

The Customer may terminate participation in the Program at any time on the basis of a written application.

The Company reserves the right to unilaterally cancel the Card and accumulated benefits if the following is identified:

- Bad-faith use of the Program;
- Indications of fraud;
- Violation of these Terms and Conditions.

## **8. Security Guarantees**

The Company undertakes to implement appropriate organizational and technical measures to ensure data security. Personal data shall be stored only for the period necessary to achieve legitimate purposes.