

This English version of the Terms and Conditions shall be for reference purpose only. If there are any inconsistencies between the English version and the Japanese version, the Japanese version shall be legally effective.

# Terms and Conditions for Sumitomo Mitsui Trust Club Rewards Program

## Article 1 (Definitions of Terms)

1. Terms not defined in this Terms and Conditions mean the same as those in the Terms and Conditions for Diners Club Card/TRUST Club Card Membership and Diners Club Corporate Card Membership (hereinafter referred as "T&C") agreed by Card Members.
2. T&C applies to matters those are not specified in this Terms and Conditions.

## Article 2 (Purpose)

The purpose of this Terms and Conditions is to designate conditions for Card Members to earn and redeem reward points (hereinafter referred as "Point(s)") upon Diners Club Rewards program / TRUST CLUB Rewards Program (hereafter referred as "Rewards Program") run by Sumitomo Mitsui Trust Club Co., Ltd. (hereinafter referred as "Trust Club"). For Diners Global Mileage and other independent point programs of co-brand cards, its own terms and conditions may apply separately from this Terms and Conditions.

## Article 3 (Eligible Members)

Card Members eligible for participating in Rewards Program are Principal Members and Corporate Card Members (hereinafter referred as "Eligible Card Member(s)"). However, some Corporate Card Members may not be eligible for Rewards Program based on the contract between Corporate Partner and Trust Club. Eligible Card Members are able to confirm Points by the method described in Article 7.

## Article 4 (How to earn points)

1. Eligible Card Members are able to earn points based on a per credit card charge transaction (hereinafter referred as "Transaction(s)") with the following rules designated by Trust Club.

<How to earn Points>

Conversion Rate	Rounding off rules	Earn Date
1 Point per JPY100 on Transaction	Amount less than 100yen per Transaction is rounded down	Process Date of Transactions based on data received from merchants

- ※Point per 200yen is applied to transactions from some specific merchants designated by Trust Club.
  - ※Different conversion rate from the above chart may apply to some specific card products based on other rules determined by Trust Club.
2. Points earned on family card or other supplemental card will be credited to the Account of Principal Member.
  3. For Diners Club Card, 1) points earned on Business Account Card which is defined as a supplemental card will be directly credited to the Business Account Card and 2) points earned on Corporate Card will be credited to each employees card.
  4. Notwithstanding provisions No. 1, 2, 3 in this Article, the following transactions are not eligible for converting to Points.
    - (1) Annual fees including handling fee and any adjusted amount for annual fee.

- (2) Handling fee for reissuing plastic card and billing statement.
  - (3) The amount and repayment of Financial Services including its interest and the handling fee.
  - (4) Repayment for revolving payment
  - (5) Installment payment fee
  - (6) Transactions from specific merchants designated by Trust Club
  - (7) Delinquency fees
5. If billing amount increases or decreases after converting to Points due to cancelation of purchase and so on, Points are added or deducted accordingly. Also if billing amount increases or decreases due to discount of charges, cash back based on campaigns or adjustment of charges for other rational reasons, Points are added or deducted accordingly as well.
6. If Eligible Card Member does not pay billing amount on due date, Trust Club may cancel those points which are earned on the billing amount.

### **Article 5 (Bonus Points)**

1. Notwithstanding the previous articles, Trust Club may offer extra points (hereinafter referred as "Bonus Points") to Eligible Card Members as promotions.
2. Trust Club determines criteria of Eligible Card Members for Bonus Points and conditions for Bonus Points such as number of cap, conversion rate from spending amount.

### **Article 6 (Points Combine)**

1. The points earned on the Business Account Card, which is a supplementary card of Diners Club Card, and the points earned on the Diners Club Card may be combined.
2. The points earned on Diners Business Card and the points earned on the card designated by our company may be combined.
3. In the case of multiple cards provided by our company, points cannot be combined between the multiple cards provided by our company. However, this excludes the cases described in the Article 6-1 and 6-2.
4. For Corporate Cards, Points earned on each employee's card may be combined to the Representative's card.
5. For TRUST CLUB Cards, Points earned on multiple TRUST CLUB Cards can be combined.

### **Article 7 (How to Confirm Earned Points)**

1. Eligible Card Members can confirm earned Points, redeemed Points and remaining available Points balance which are updated after billing cut off date on billing statement. Also Eligible Card Members can confirm the latest remaining available Points via Interactive Voice Response System or Club Online.
2. If number of Points increases or decreases for some reasons after billing cut off date, the change of Points reflects on the next month billing statement.

### **Article 8 (Validity and Carry-Over of Points)**

Validity of Points is evergreen with no expiration. Remaining Points are available until the Eligible Card Member withdraws from the membership. However, if Eligible Card Member changes to other card product of TRUST CLUB, remaining Points may not be carried over to the other card product. If Eligible Card Member withdraws or is disqualified, the Eligible Card Member loses any rights for Points.

## **Article 9 (Point Redemption)**

1. Eligible Card Members may redeem points for goods and services (hereinafter referred as "Reward Item(s)") by methods designated by TRUST CLUB. There may be some cases that required Points are different for the same Reward Item by type of card product, by campaign and so on.
2. Trust Club notifies Eligible Card Members of Reward Items and required Points to redeem for them by methods designated by Trust Club.
3. Eligible Card Members shall apply for point redemption by methods designated by Trust Club.
4. Trust Club will provide Reward Items to Eligible Card Member based on application from the Eligible Card Member in the event that Trust Club recognizes the application is appropriate. However, if applied Reward Item is not available for some reasons, Trust Club shall provide alternative Reward Item which is equivalent to the applied Reward Item, or the Eligible Card Member selects other Reward Item or cancels the application itself.
5. In principle, Reward Items are delivered to only addresses in Japan that Eligible Card Members registered in Trust Club in advance.

## **Article 10 (Change of Reward Items and Required Points)**

Trust Club may change Reward Items and required Points anytime without prior notice to Eligible Card Members.

## **Article 11 (Use of Eligible Card Member and Point Information)**

1. Eligible Card Members may redeem Points in other rewards programs or certificates (hereinafter referred as "Point system") provided by partners or merchants (referred as "Affiliated Provider(s)").
2. Eligible Card Members agree that Affiliated Providers may provide reward items to Eligible Card Members through the Point system on behalf of Trust Club based on the previous provision.
3. Eligible Card Members agree that Trust Club and Affiliated Providers exchange and use Eligible Card Member's name, card number, customer number registered in Affiliated Providers Point system and number of Points, etc. so as to complete Points redemption processes taking sufficient protection measure for information security.
4. If there are terms and conditions for Point system designated by Affiliated Providers or Trust Club, Eligible Card Members agree on them to use Point system.

## **Article 12 (Prohibition of Right Transfer)**

Eligible Card Members shall not lend, sell, transfer and provide the rights of Rewards Program as collateral or inheritance to third party for any reasons.

## **Article 13 (Forfeit of Rights)**

1. Eligible Card Members lose any rights of earned Points when:
  - (1) Eligible Card Member's account is closed.
  - (2) Eligible Card Member neglects to make payment of billed amount by due date.
  - (3) Eligible Card Member breaches this Terms and Conditions issued by Trust Club.
  - (4) Eligible Card Members makes fraud relating to Rewards Program.
2. In the event that Family Card Member withdraws from the membership, Points earned by the Family Card Member will remain and belong to Eligible Card Member as long as either of (1)~(4) in the

previous provision is not applicable.

3. In the event that Business Account Card is withdrawn, Eligible Card Members lose any rights of earned Points on the Business Account Card.
4. In the event that forfeit of Eligible Card Members rights of Reward Items is confirmed after the Reward Items are delivered to the Eligible Card Member, the Eligible Card Member must return the delivered Reward Items to Trust Club as soon as possible. Also the Eligible Card Member must bear any costs to return the delivered Reward Items to Trust Club.

#### **Article 14 (Handling of Delivered Reward Items)**

1. In principle, once Reward Items were delivered, Eligible Card Members may be unable to change, cancel them and restore redeemed Points.
2. Notwithstanding the previous provision, if any defects are found on delivered Reward Item and Eligible Card Member makes a claim to Trust Club within one month after the Reward Item is delivered, Trust Club will either replace it with the same Reward Item or provide alternative Reward Item which has the same point value. However, in the even that Trust Club is not able to provide the same Reward Item or relevant alternative Reward Item, Eligible Card Member agrees in advance that Trust Club may provide any other Reward Item which Trust Club can provide or cancel redeeming Points and return the Points.
3. The warranty for Reward Items is within the range of product warranty attached to the Reward Items, which the product providers warrant unless specific conditions for warrant are described in the documents enclosed in packages of Reward Items. Trust Club is not responsible for quality, performance, compatibility with other product for Reward Items. Also Trust Club will not be liable for lost, stolen and damage of the Reward Items after delivery.
4. In the case that Reward Items are not delivered and returned to Trust Club after the items were delivered based on Article 9-5 due to no report of address change by Eligible Card Member to Trust Club, Trust Club may discard the Reward Items after keeping them for a certain period from the delivery date. In this case, the redeemed points may not be returned to the Eligible Card Members.
5. Notwithstanding the previous provision, if Eligible Card Members fail in receiving Reward Items by deadline or in validity term for the Reward Items such as perishable foods, tickets, or any items even though the Reward Items were delivered in appropriate time, Trust Club may discard them after the deadline or validity term. In this case, the redeemed Points may not be returned to the Eligible Card Members.
6. In the event that any defects are found on Reward Items provided by Affiliated Providers through their Point systems, Eligible Card Members shall resolve the issues with the Affiliated Provider directly. Trust Club is not responsible for it.
7. Redeemed Points through Affiliated Providers Point system shall not be refundable for any reasons.

#### **Article 15 (Tax and Public Dues)**

1. Eligible Card Members shall pay tax and public duties levied on redeemed Reward Items if the Reward Items are deemed as a part of Eligible Card Members income.
2. Eligible Card Members shall make a tax report to taxation office or a public duties report to local government. Trust Club is not responsible for them.

**Article 16 (Suspension of Items)**

Trust Club may suspend providing Reward Items anytime if the Reward Items are out of stock or for any other operational reasons.

**Article 17 (Revision or suspension of Rewards Program)**

Trust Club may suspend Rewards Program itself anytime for operational reasons. In this case, Trust Club will notify Eligible Card Members of the suspension in advance by methods such as posting the notice on Trust Club website.

**Article 18 (Questions regarding Points)**

Trust Club may resolve upon Trust Club's discretion in the case any questions arising out of Rewards Program - validity of Points; transfer of Points to Affiliated Providers; or any other operations regarding Rewards Program.

**Article 19 (Revision of the Terms and Conditions)**

Trust Club may revise this Terms and Conditions for operational reasons. In this case, Trust Club will notify Eligible Card Members by a certain method such as posting the notice on Trust Club website.

Effective as of July 16, 2021