

## **d POINT Club Special Terms and Conditions**

Please check the details of the d POINT Club Membership Rules below.  
d POINT Club Membership Rules  
Lawson Special Agreement

This "Lawson Special Agreement for d POINT Club Special Terms and Conditions" (hereinafter called "Agreement") stipulates the terms and conditions specially applied to Common Point Service provided or used at stores named "LAWSON" "Natural LAWSON" or "Lawson Store 100" (hereinafter collectively called "Lawson Stores").

Please note, however, the Common Point Service may not be available at some of the Lawson Stores (Lawson Stores at which the Common Point Service is available shall hereafter be called "Stores").

This Agreement constitutes a part of the "d POINT Club Special Terms and Conditions" made and established by DOCOMO, and shall be deemed as "Standard Terms and Conditions" defined Article 548-2 of Civil Code. Matters not provided for in this Agreement, including the definitions of words used in this Agreement, shall be governed by the provisions of other relevant documents including but not limited to "d POINT Club Membership Rules", "d POINT Club Special Terms and Conditions" stipulated by DOCOMO, and the privacy policies of DOCOMO and those of Lawson Inc.

### **Article 1 (Point Awarding)**

When a User presents his/her d POINT CARD when purchasing some products or using some services provided at the Store (hereinafter collectively called "Purchasing"), for which the User pays by cash, credit or debit cards, e-money, product or gift vouchers available, or by any other methods available at the Store, the d POINTs will be awarded to the Special Member who registered such User as the User of the d POINT CARD in accordance with Article 2 of this Agreement. Please note that d POINT CARD must be presented before the payment has been processed or the d POINTs shall not be awarded.

### **Article 2 (Point Details and Treatment)**

1. The details of d POINTs awarded and its conditions of use are as stipulated below. However, please note that Lawson Inc., reserves the right to change or update some or all the terms and conditions herein stipulated.

(1) Purchase-based Points: Each time a User makes a Purchasing at a Store and presents his/her d POINT CARD, one d POINT shall be awarded for each 100 JPY (excluding tax) of the purchase amount (each 200 JPY (excluding tax) in case the d POINT CARD is presented and used at stores named "Lawson Store 100"). Please note that any amount under 100 JPY (excluding tax) (200 JPY (excluding tax) in the case of Lawson Store 100) shall be cut off, and such amount cannot be carried forward for the next purchase.

d POINT allocation rates may differ by Stores. To find out which Stores apply different rates and what rates they use, please refer to the relevant notice at such Stores. In case such special rate applies, any fractions less than the amount separately and individually specified by Lawson Inc. shall be cut off, and such amount cannot be carried forward for the next purchase.

Users cannot make payment at Stores in instalments with the intention of acquiring d POINTs for each said instalments..

Please also note that Purchase-based Points shall not be awarded for any Purchasing using the available d POINTs (defined as the total of points awarded to a d POINT Club Member and available for use; same below) in accordance with paragraph (3) of clause 1 of Article 2 of this Agreement. In addition, Purchase-based Points shall not be awarded in the following cases:

- [1] Purchasing of "money equivalents" (such as postage and revenue stamps, telephone cards, beer coupons, garbage disposal tickets, etc.);
- [2] Purchasing of cigarettes, tickets, travel, prepaid seats, driving lesson fees, exam fees of various types, delivery charges or utility bills; using Stores as payment agencies; charging or purchasing various types of e-money acceptable at Stores; and paying out to lottery winners;
- [3] Using photocopy machines, and printing digital photos using the digital photo printing machine, etc.;
- [4] Using the ATM; and
- [5] Purchasing other products and services that are specified by Lawson Inc. as not applicable.

(2) Product returns: When products are returned and purchasing amount is refunded in exchange, the d POINTs awarded for the Purchasing of such products shall be subtracted.

(3) Usage of d POINTs at the cash register: When the d POINT CARD is presented and authenticated at the cash register of Stores, the available d POINTs can be used to pay for Purchasing at the rate of 1 JPY (including tax) per a d POINT. However, d POINTs cannot be used for some products and services (including but not limited to the items specified through [1] to [5] of paragraph (1) of clause 1. of Article 2 of this Agreement).

(4) Returns/refunds of purchases paid by d POINTs at the cash register: When a User is willing to return the products or services that have been entirely paid by d POINTs, d POINTs used for the payment of such products or services shall be returned and refunded at the Store where such products or services were purchased. If such products or services have been paid both by d POINTs and other types of payment methods (such as cash), and the User is willing to return and to be refunded only some part of such purchase, the payment made through the method other than d POINTs shall be refunded in preference to d POINTs.

(5) Point exchange method, details of point privileges, and treatment of point privileges after the exchange of points: For information on how to exchange your d POINTs, the details of or any changes in or limits to point privileges, please refer to notices in Stores, "Loppi" located at Stores, or the official websites of Lawson Inc., or DOCOMO. Further, please note that certain d POINTs with the

restriction in time and/or way of use may not be used for point exchanges or point privileges stipulated in this Agreement. Please also note that all the shopping vouchers exchanged using d POINTs through "Loppi" cannot be reissued under any circumstance.

(6) Restrictions on the exchange of points: Available d POINTs cannot be exchanged for cash or refunded in the form of cash.

2. Special Members or Users may exchange their available d POINTs in accordance with the point exchange rules established by Lawson Inc. and its partners. However, Lawson Inc. reserves the right to change or terminate this service.

3. Lawson Inc., shall not be liable for any damages (monetary damages or losses, or any other detriment):

(1) in the event of a natural disaster or other force majeure;

(2) in the event Lawson Inc. cannot access external networks due to circumstances attributable to any of Lawson Inc.'s subcontractors including communications or electric utility service providers, or due to the malfunctioning of software or hardware belonging to Lawson Inc. or one of its subcontractors; or

(3) in the event Lawson Inc. has to suspend its operations due to other unavoidable circumstances.

Provided, however, that this shall not apply to any damages related to or arising from gross negligence or willful misconduct of Lawson Inc.

Please also note that Lawson Inc., shall not be liable for any damages in the event that it has to suspend operations due to reasons related to point awarding, change, or termination, system maintenance/inspection, a defect in or damage to the magnetic strip of point cards, or any other business-related reason.

### **Article 3 (Changes to this Agreement)**

Lawson Inc. reserves the right to modify, revise, eliminate or update any of the terms of this Agreement through a notice or other method deemed appropriate in accordance with Article 548-4 of Civil Code.

Effective date: April 15, 2020