

TERMS AND CONDITIONS

The Terms and Conditions stated herein, as defined by **GREAT Women Philippines** (herein referred to as "GREAT Women Nourish"), form the basis and guidelines of the issuance of the GREAT Women Merchant Membership, defines the rights and obligations of the Member (herein referred to as the "Merchant") in GREAT Women Nourish, and provides for the collection and processing of personal data by GREAT Women and its parent company, subsidiaries, affiliates, agents, contractors and partners (herein collectively referred to as "Service Group"), among others. Members of GREAT Women are subject to these guidelines, including those referred and are deemed to have accepted and agreed to any and all of the Terms, Conditions, Guidelines and Rules thereof upon registering to GREAT Women Nourish Merchant App.

I. GREAT Women Nourish Merchant Membership

1. Merchant Membership to the program will be from the current year, day and month they have registered until the following year to the same month and date.
2. As long as you are a merchant of GREAT Women Nourish program, as a merchant, you have the privilege to continue enjoying the benefits as a member.
3. In the course of the membership, GREAT Women Nourish may request to provide and/or update Merchants personal data. By registering into the GREAT Women Nourish through the GREAT Women Nourish Merchant App, you hereby agrees and gives consent to GREAT Women Nourish and its Service Group to collect, store, access, share, process, and/or destroy copies of his/her personal data including any updates or changes thereto, whether manually or electronically, for the period allowed under the applicable law and regulations, for the purposes of the GREAT Women Nourish membership and program, including any renewal thereof, as well as of conducting marketing and customer profiling activities in connection with GREAT Women Nourish services and related products, and issuing or sending related notices, updates, service or administrative announcements.
4. The Merchant agrees to receive verbal, written, or electronic communications from GREAT Women Nourish or its Service Group.
5. Each Merchant is obligated to keep his/her information or personal data file up-to-date and correct by reporting any change or correction in name, address and other data. Merchants shall do so following the process stated in the Merchant's Registration Form through its touch points, including but not limited to, email add: info@greatwomenasean.com phone number: (632) 8 829-8542, or Facebook page. Merchant understands and agrees that GREAT Women Nourish shall not be liable for any loss, damage, injury or claim arising from his/her failure to keep updated or to correct his/her information or personal data file.
6. GREAT Women Nourish reserves the right to store personal data of its merchants where GREAT Women Nourish considers it necessary or appropriate, provided that such personal data shall be stored in a secure database and only for the period allowed under the applicable laws and regulations.
7. GREAT Women reserves the right, at its sole discretion and without prior notice, to cancel the GREAT Women Nourish Merchant of any individual and all rewards and privileges that go with said membership.

II. Changes to the GREAT Women Nourish Merchant App

1. The Terms, Conditions, and Guidelines cannot be superseded or changed except by GREAT Women. GREAT Women shall use reasonable endeavors to provide Members with accurate and timely information regarding the GREAT Women Nourish including any changes thereof; however, GREAT Women and its Service Group shall not be liable in any way for failure to do so.
2. GREAT Women reserves the right at all times, without notice and its sole discretion:
 - o To make any changes whatsoever to these Terms and Conditions including the rules and guidelines in the Mechanics Page of both GREAT Women Nourish Website and GREAT Women Nourish Mobile App;
 - o To withdraw, cancel, withhold, substitute, deny access to or use of, or in any way change any of the Rewards or Privileges previously advertised or offered, to any Merchants, at any time, without prior notice, and GREAT Women will be liable for any loss or damage suffered by the Merchants resulting from such withdrawal, cancellation, variation or change.
 - o To terminate or materially alter the GREAT Women Nourish and/or revoke the membership of any Merchants and/or the right of any Merchants to use the Merchant App or to utilize any Awards or Privileges

III. Payment Plans and Terms

1. GREAT Women Nourish App accepts online payments with Smart Money, PayMaya, and any MasterCard, Visa or credit and prepaid cards.
2. Transaction fee, contribution to the rewards fund and merchant discount rate will be added to the SRP provided by the Merchant to the GREAT Women Nourish.

MERCHANTS WITH RECEIPT (see illustration)

PARTICULARS	MERCHANT WITH RECEIPT	FEE	MERCHANT ACCOUNT	CUSTOMER ACCOUNT
	SRP		500.00	500.00
GREAT Women Nourish Transaction Fee	Transaction Fee 7% of the transaction	35.00		
GREAT Women Nourish Rewards Fund	Rewards Fund 5%, of the transaction amount	25.00		
PayMaya Merchant Discount Rate	MDR 3.5%+15	32.50	92.50	
	Delivery Charge			100.00
	TOTAL COST		407.50	600.00

MERCHANTS WITHOUT RECEIPT (see illustration)

PARTICULARS	MERCHANT WITHOUT RECEIPT	FEE	MERCHANT ACCOUNT	CUSTOMER ACCOUNT
	SRP NET OF VAT		500.00	500.00
	Invoice fee/12% VAT + 3% invoice processing fee		75.00	100.00
	SRP IN GW NOURISH APP		600.00	600.00
GREAT Women Nourish Transaction Fee	Transaction Fee 7%	42.00		
GREAT Women Nourish Rewards Fund	Rewards Fund 5%, of the transaction amount	30.00		
PayMaya Merchant Discount Rate	MDR 3.5%+15	36.00	108.00	
	Delivery Charge			100.00
	TOTAL COST		392.00	700.00

3. For every Php1.00 transaction by the GREAT Women Nourish customer-member, one (1) reward point will be awarded by the Merchant to the customer-member. Each reward point redeemed by the customer-member with the Merchant will have a Php0.05 value which will be settled by GREAT Women with the Merchant within seven (7) number of days.
4. Purchases to be returned should be within five (5) days from date of receipt of goods but for perishable goods, it should be advised within 24 hours from the date of purchase/receipt. To be eligible for a return, your item must be unused and in the same condition that you received it. It must also be in the original packaging. Perishable goods such as frozen desserts and fresh food cannot be returned.
5. For an error or incorrect items were delivered to the customer, replacement and shipping charges will be charged to the Merchant.
6. GREAT Women partner-couriers delivery fee applies for each transaction.
Please see the illustration below:

*Rates were computed based on the farthest distance per tier

**Delivery within METRO MANILA

METRO MANILA	DELIVERY RATE
Distance	PHP65 + Php7/km
1-2KM	79.00
3-5KM	100.00
5-10KM	135.00
11-15KM	170.00
16-20KM	205.00
21-25KM	240.00
26-30KM	275.00
30-35KM	310.00
36-40KM	345.00
41-45KM	380.00
46-50KM	415.00

*Rates were computed based on the farthest distance per tier

**Delivery within Provincial Areas (Cavite, Laguna, Rizal, Bulacan)

PROVINCIAL	DELIVERY RATE
Distance	PHP65 + Php9/km
1-2KM	83.00
3-5KM	110.00
5-10km	155.00
11-15km	200.00
16-20KM	245.00
21-25KM	290.00
26-30KM	335.00
30-35KM	380.00
36-40KM	425.00

41-45KM	470.00
46-50KM	515.00

7. GREAT Women Nourish Merchant App is not responsible for verifying the identity of users and the eligibility of each presented payment card used to purchase Merchants products and services, GREAT Women does not guarantee or assume any liability for transactions authorized and completed which may later be reversed or charged back.
8. The Service supports most issued cards with a Card Network logo including credit, debit, Visa and MasterCard branded prepaid cards. GREAT Women Nourish App will only process card transactions that have been authorized by the applicable Card Network or card issuer.

V. Breach of Terms and Conditions

It is a breach of these Terms and Conditions for any Merchant in the reasonable opinion of GREAT Women to:

1. Abuse any rewards, privileges, facilities, services, or arrangements accorded to the Merchant as a result of Membership in the GREAT Women Nourish; or act in any fraudulent manner or in any way which is likely to be detrimental to the interest of GREAT Women Nourish, or in or its Service Group, supply or attempt to supply misleading information, or make any misrepresentation to GREAT Women Nourish or its Service Group; or act in any way which in GREAT Women's reasonable opinion breaches or is likely to breach these Terms and Condition. GREAT Women's decision as to what constitutes a breach shall be final and conclusive.
2. Any breach of Terms and Conditions whether intentional or otherwise may result in termination of membership, at the sole discretion of GREAT Women. Eligibility for future or further participation in the GREAT Women Nourish shall likewise be affected.

VI. General

1. These Terms and Conditions shall be governed by the laws of the Republic of the Philippines.
2. All questions or disputes regarding eligibility for Merchants in the GREAT Women Nourish or eligibility for accrual or redemption of Rewards or Privileges will be resolved by GREAT Women at its sole discretion.
3. Failure of GREAT Women to enforce a particular Term or Condition or Guideline does not constitute a waiver of that Term or Condition or Guideline.
4. GREAT Women and GREAT Women Nourish Merchants are suppliers of the products and services shown as Rewards or Privileges from GREAT Women Nourish Program and will accept liability in relation thereto.
5. The Merchant hereby understands and agrees that the successful operation of GREAT Women Nourish is based on the cooperative interaction among GREAT Women, the Merchants, and the Service Group. The Merchants also hereby understands and agrees that proper implementation of the Terms and Conditions between GREAT Women and the Merchants is closely related and/or intertwined with the proper implementation of the Partner Agreement and/or Marketing Services Agreement between GREAT Women and each of its Service Group.

6. GREAT Women, in its sole direction, may appoint any group from its Service Group to process data and undertake some part or all parts of the GREAT Women Nourish on its behalf. In this situation, the reference to GREAT Women Nourish Terms and Conditions shall automatically include such Service Group.
7. GREAT Women, GREAT Women Nourish, its Service Group, representatives, and service providers shall not be liable for any loss, expense, cost or damage arising directly or indirectly out of or in connection with the delay beyond the estimated time or date of delivery; availability of Products at any given time; force majeure, any circumstances beyond GREAT Women's control, and other events which GREAT Women could not have avoided even with the exercise of reasonable care; or any indirect or unforeseeable loss suffered or incurred by members or third parties. In any event, GREAT Women liability for any given transaction shall not exceed the total price charged for the relevant items.

VII. Consent

1. The Merchant understands and agrees that by registering to the GREAT Women Nourish through the GREAT Women Nourish Merchant App, the Merchant is giving consent to GREAT Women and its Service Group, if any, to collect, store, access, share, process, and/or destroy copies of Merchant's personal data, such as but not limited to his/her name, IDs, age, contact details, and other personal data, including any updates or corrections thereto, whether manually or electronically, for the period allowed under the applicable law and regulations, for the purposes of rewards program account management, direct marketing, analytics, service or administrative announcements related to system enhancements, program updates, discounts, promos, sales, advertisements, events, marketing activities and commercial communications, and offers that GREAT Women Nourish deem beneficial to all Merchants', as well as to the publication of Merchants' name in relation to promotional efforts and any automated decision-making that may or may not significantly affect the Merchants', and all other purposes as may be allowed by law (collectively referred to herein as "Purposes").
2. The Merchant confirms that he/she is aware of and understands his/her rights under the Data Privacy Act and other relevant privacy laws and regulations, including the right to withdraw his/her consent, to rectify, erase, block, and request access to the personal data related to him/her. The Member likewise understands and agrees that while he has the right to object, it is necessary for GREAT Women Nourish and its Service Group to collect, store, access, share, process, and/or destroy copies of his/her personal data for the aforementioned Purposes as well as in relation to his/her Merchants.
3. Merchants understand that GREAT Women reserves the right to terminate merchant membership in the GREAT Women Nourish if GREAT Women believes that the Merchant has engaged in fraudulent or unlawful activity or failed to comply with these Terms and Conditions.
4. Merchants understands that GREAT Women Nourish may discontinue the Program at any time in their sole discretion with no liability, in the event that such Program is discontinued, GREAT Women Nourish will publish a notice on the program website and/or send an email to the Merchants to let them know.
5. Merchant is aware of and understands that GREAT Women Nourish may change the Program (including the number of points allocated to each beverage and how points are earned and

redeemed) and these Terms and Conditions at any time, or add new terms or conditions. In the event that such Terms and Conditions are changed, GREAT Women Nourish will publish an updated version on the program website. Merchants continued participation in the GREAT Women Nourish will constitute his/her acceptance of such changes.

6. For further information and inquiries, the Merchant may contact GREAT Women Nourish through its touch points, including but not limited to website: <https://www.greatwomenglobal.com/>, email add: info@greatwomenasean.com hotline: (632) 8 829-8542 (9am to 6pm, Monday – Saturdays), or in Instagram Page: <https://www.instagram.com/greatwomenglobal/>

VIII. Intellectual Property Rights

1. Merchants hereby acknowledge that all rights, titles and interests, including but not limited to rights covered by the Intellectual Property Rights, in and to the GREAT Women site or GREAT Women Nourish Merchant App , and that Merchants will not acquire any right, title, or interest in or to the site/ mobile App except as expressly set forth in this Agreement.
The Merchant will not modify, adapt, translate, prepare derivative works from, decompile, reverse engineer, disassemble or otherwise attempt to derive source code from any of the services, software, or documentation, or create or attempt to create a substitute or similar service or product through use of or access to the Loyalty Program or proprietary information related thereto.