

KrisShopper Terms and Conditions

Last Updated: 28 March 2022

These KrisShopper Terms and Conditions ("**Terms and Conditions**") apply to you if you link your KrisFlyer account to the KrisShopper programme. They define the contractual relationship between KrisShop Pte. Ltd., a corporation registered in the Republic of Singapore with company number 197401891E and a registered office at 25 Airline Road, Airline House, Singapore 819829 ("**KrisShop**", "**we**", "**us**", "**our**") and each individual member in respect of the KrisShopper programme. KrisShop is an affiliate of Singapore Airlines Limited ("**SIA**", and together with its affiliates, the "**SIA Group**").

As part of the process of registering to be a member of the KrisShopper programme, you have to acknowledge and accept these Terms and Conditions. You are responsible for keeping yourself informed of the current Terms and Conditions which are posted on KrisShop's website. Continued participation in the KrisShopper programme by you will be regarded as acceptance of the then-current version of these Terms and Conditions.

A. Programme conditions

General

1. KrisShopper is a loyalty programme operated by KrisShop which enables you to earn KrisFlyer miles from your purchase of goods, services, vouchers, subscriptions and other experiences through our website ("**Platform**"). The KrisFlyer programme is the frequent flyer programme operated by SIA.
2. KrisShop does not purport (whether through the KrisShopper programme or its associated KrisFlyer miles accrual scheme) to operate a payment service regulated under the Singapore Payment Services Act and KrisShop is not licensed, approved, registered or regulated under the Singapore Payment Services Act. Consequently, KrisShopper members will not be afforded the relevant protections set out in the Singapore Payment Services Act and related subsidiary legislation, regulations, circulars, notices, directions and guidelines.
3. In addition to these Terms and Conditions, the following documents apply to the KrisShopper programme and the earning KrisFlyer miles from your purchase(s) on our Platform, each of which forms part of these Terms and Conditions as though set out in full here:
 - a. the [KrisFlyer Terms and Conditions](#) and any documents referred to within them; and
 - b. the [KrisShop Platform and Sale Terms](#) in respect of any Qualifying Transaction(s) (as defined in paragraph B.4 below) on our Platform,(collectively, "**Incorporated Documents**").
4. Where any conflict or contradiction appears between the provisions of these Terms and Conditions and any of the Incorporated Documents, the provisions of these Terms and Conditions shall prevail.
5. KrisShop reserves the right to modify the KrisShopper programme and any of its features, including these Terms and Conditions, at any time. This includes without limitation changes to the following:
 - a. rules for earning or using KrisFlyer miles obtained from the KrisShopper programme, including without limitation the earn rate for KrisFlyer miles;
 - b. qualification, renewal and expiry criteria for all membership tiers in the KrisShopper programme; and
 - c. rules of any privilege, promotion and any other campaign (whether conducted by KrisShop, in conjunction with programme partners, or otherwise).

6. Although KrisShop will use reasonable efforts to notify you of material changes to the KrisShopper programme and to these Terms and Conditions, it is your responsibility to keep yourself updated on the current Terms and Conditions posted on KrisShop's website. Your continued participation in the KrisShopper programme will be regarded as acceptance of any amendment to the Terms and Conditions.
7. You acknowledge and agree that you will not misuse any of the KrisFlyer miles that have been credited to you under the KrisShopper programme. Without prejudice to any other remedy available to KrisShop, KrisShop reserves the right to take any of the following actions if we determine that you are responsible for misuse of any KrisFlyer miles, you acted dishonestly or otherwise in a manner that is unacceptable in relation to your participation in the KrisShopper programme (collectively, "**Prohibited Conduct**"):
 - a. suspend or terminate your participation in the KrisShopper programme in circumstances where you engage in Prohibited Conduct to such an extent that KrisShop cannot reasonably be expected to continue our contractual relationship with you;
 - b. downgrade your KrisShopper membership tier;
 - c. notify the relevant authorities; and/or
 - d. take any other action which are appropriate in the circumstances.
8. KrisShop reserves the right to audit your account at any time for compliance with these Terms and Conditions without prior notice.
9. Certain KrisShopper programme benefits and tier rewards may be subject to their own set of terms and conditions, as specified separately by us.
10. A reference to "**business day**" in these Terms and Conditions means a day (other than Saturday or Sunday) which is not a public holiday in Singapore.

Membership enrolment and obligations

11. The KrisShopper programme is available to anyone with an existing KrisFlyer membership. There is no enrolment fee to be a member of the KrisShopper programme. To enrol as a KrisShopper:
 - a. You will need to link your KrisFlyer account to the KrisShopper programme. This can be done by logging in with your KrisFlyer account on our website and clicking the "Join Now" box when the KrisShopper pop-up window appears.
 - b. Upon clicking the "Join now" button, your KrisFlyer account will be linked to the KrisShopper programme. You will also receive an email from us which confirms the successful linkage of your KrisFlyer account to the KrisShopper programme ("**Registration Email**"). The Registration Email will be sent to the email address listed in your KrisFlyer account.
 - c. You can print out or save this version of the Terms and Conditions using the corresponding functions of your web browser or download it as a PDF and save it on your device.
12. Your eligibility to link your KrisFlyer account to the KrisShopper programme is dependent on the continued validity of your KrisFlyer membership. To participate in the KrisShopper programme, you must be a valid KrisFlyer member at the point of registration and you must continue to maintain your KrisFlyer membership throughout your time as a member of the KrisShopper programme.
13. If your KrisFlyer account is suspended or permanently terminated, the linkage of your KrisFlyer account to the KrisShopper programme will accordingly be suspended or permanently terminated (as the case may be). Notwithstanding the suspension or permanent termination of your KrisShopper enrolment and the linkage of your KrisFlyer account to the KrisShopper programme, you will remain liable to KrisShop for any and all damages, litigation and other associated costs,

and such suspension or permanent termination will not be seen as a waiver by KrisShop of its right to pursue any other available remedy.

Term and termination

14. Subject to paragraph A.13 above, the linkage of your KrisFlyer account to the KrisShopper programme is permanent.
15. Without prejudice to either party's right to terminate under applicable law, including without limitation any right to terminate for good cause or any other statutory rights to terminate and/or rescind from a contract:
 - a. you may terminate the linkage of your KrisFlyer account to the KrisShopper programme at any time by giving two (2) weeks' written notice to KrisShop; and
 - b. we may terminate the linkage of your KrisFlyer account to the KrisShopper programme at any time with two (2) weeks' written notice to you.
16. For the avoidance of doubt, termination of the linkage of your KrisFlyer account to the KrisShopper programme will have no effect on any KrisFlyer miles accrued prior to the date of termination, including any KrisFlyer miles accrued under the KrisShopper programme prior to the date of termination.

Limitation of liability

17. **For non-European Union residents.** If you reside in countries outside of the European Union, the following provisions will apply to you:
 - a. To the maximum extent permitted by law, KrisShop and the SIA Group will not be liable to you or your nominee for any loss of revenue, profit, business or any indirect or consequential loss, damage or expense of any kind whatsoever arising out of or in connection with the KrisShopper programme, whether such loss, damage or expense is caused by negligence or otherwise, and whether KrisShop has any control over the circumstances giving rise to the claim or not.
 - b. For the avoidance of any doubt, KrisShop and the SIA Group will not be liable for any loss or damage resulting from the termination of or any change in the KrisShopper programme and its related benefits.
 - c. To the maximum extent permitted by law, KrisShop and the SIA Group's liability with respect to any claim arising in respect of acts or omissions under the KrisFlyer programme, including without limitation the crediting of KrisFlyer miles for any Eligible Spending (as defined in paragraph B.2 below), will be limited to re-crediting the value of the KrisFlyer miles earned by you in connection with such Eligible Spending on our Platform or providing other reasonable, alternative and comparable benefits as exclusively determined by KrisShop. For the avoidance of doubt, monetary compensation is expressly excluded.
18. **For European Union residents.** If you reside in countries within the European Union, the following provisions will apply to you:
 - a. Unless otherwise stated in these Terms and Conditions, KrisShop shall be liable for a breach of contractual and non-contractual obligations in accordance with the statutory provisions.
 - b. KrisShop shall be liable for damages - irrespective of the legal grounds - within the framework of fault-based liability in the event of intent and gross negligence. In the event

of simple or slight negligence, we shall be liable, subject to statutory limitations of liability (e.g., due care in own affairs; insignificant breach of duty) only

- i. for damages arising from injury to life, body, or health (i.e., death or personal injury); and
 - ii. for damages arising from the breach of a material contractual obligation (obligation, the fulfilment of which is a prerequisite for the proper performance of the contract and on the observance of which the contractual partner regularly relies and may rely); in this case, however, KrisShop's liability shall be limited to compensation for the foreseeable, typically occurring damage.
- c. These limitations do not apply in case of fraud, fraudulent misrepresentation, if KrisShop has fraudulently concealed a defect, have given a guarantee of quality or have assumed a procurement risk.
 - d. Furthermore, any mandatory statutory liability, including under the German Product Liability Act, shall remain unaffected.
 - e. The limitations of liability resulting from this paragraph A.18 shall also apply to KrisShop's executive bodies, legal representatives, employees, staff and vicarious agents and/or other persons for whose fault the Company is responsible in accordance with statutory provisions.
 - f. Your statutory warranty rights for defects shall remain unaffected.

Personal data

- 19. Information regarding the processing of the personal data of KrisShopper members is set out in the [KrisShop Privacy Policy](#).

Miscellaneous

- 20. KrisShop may assign or deal with these Terms and Conditions in favour of any of its affiliates, subsidiaries, subcontractors or appointed agents to carry out its obligations herein. KrisShop will not be responsible to you for any delay in performance or non-performance of its subcontractors and/or agents due to causes beyond its reasonable control.
- 21. KrisShop will not be in breach of its obligations of confidentiality if disclosure of your confidential information is pursued in conjunction with an order of court, or is required by law or any governmental or regulatory authority. However, if the disclosure is not required with immediate effect, KrisShop will give you prior notice of such disclosure.
- 22. Any KrisFlyer miles credited to a member's account under the KrisShopper programme which are found to be ineligible will be deducted automatically by SIA or us.
- 23. Any transactions carried out by KrisShopper members under 12 years of age require consent from their parents or legal guardians. In countries where consent is required for members above 12 years of age, the legal requirements of the country where the transaction is conducted will apply. KrisShop will not be liable for the verification of the parent's or guardian's authority to give consent.
- 24. These Terms and Conditions are available in the English language. Should other KrisShopper collaterals be available in other languages, the English language version will be the only point of reference if any discrepancy arises.
- 25. These Terms and Conditions will be governed by and construed in accordance with the laws of the Republic of Singapore. If you reside in countries within the European Union, you will benefit from

any mandatory provisions of the law of the country in which you are resident. Nothing in these Terms and Conditions affects your rights as consumer to rely on such mandatory provisions of local law.

26. Any unresolved dispute arising under, out of, or in connection with these Terms and Conditions, including any questions regarding its existence, validity, or termination, will be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force. If you reside in countries within the European Union, you can choose to bring legal proceedings in the EU member state in which you are domiciled or in another EU member state, but if we bring legal proceedings, we may only do so in the EU member state in which you are domiciled. The European Commission provides a platform for out-of-court online dispute resolution ("**ODR Platform**"), which can be accessed at www.ec.europa.eu/consumers/odr. KrisShop is neither obligated nor willing to participate in the online dispute resolution.
27. To the extent that any provision contained or referenced herein is contrary to anything contained in any applicable laws, government regulations, orders or requirements that cannot be waived by agreement of the parties, such provision will not apply. The invalidity of any provision will not affect the validity of any other provision.
28. Save for the SIA Group, a person who is not a party to these Terms and Conditions has no right to rely upon or enforce any term of these Terms and Conditions, including under the Singapore Contract (Rights of Third Parties) Act.

Contact details

29. If you have questions regarding the KrisShopper programme, have any complaints or need any assistance, please contact us at:

Tel: +65 6407 5414

Email: krisshopcustomercare@krisshop.com

Our customer support is available Mon to Fri: 8:30am to 5:30pm (SG time) excluding public holidays in Singapore.

B. Earning KrisFlyer miles

1. KrisFlyer miles will be credited for any Eligible Spending (as defined in paragraph B.2 below) on KrisShop, in accordance with your KrisShopper membership tier:

KrisShopper membership tier	KrisFlyer miles awarded (for every S\$1.00 of Eligible Spending on KrisShop)
Member	2 KrisFlyer miles
Insider	2.5 KrisFlyer miles
Icon	3 KrisFlyer miles
Ambassador	4 KrisFlyer miles

2. Eligible Spending refers to the final amount paid by you in cash, credit or debit card for purchases on our Platform, after eligible discounts and/or KrisFlyer miles have been applied. Eligible Spending excludes:
 - a. any goods and services tax paid by you on such purchases;

- b. any applicable duties, taxes and delivery charges; and
 - c. any purchases made by you on our Platform prior to you linking your KrisFlyer account to the KrisShopper programme.
3. Eligible Spending is calculated in Singapore dollars. Any spending made in a currency other than Singapore dollars will be converted into Singapore dollars for the purposes of calculating the amount of KrisFlyer miles to be awarded for Eligible Spending. The conversion will be based on the applicable exchange rate notified to you by KrisShop whenever you make a purchase on our Platform.
 4. KrisShop will only credit full KrisFlyer miles for each transaction with Eligible Spending (“**Qualifying Transaction**”). A fraction of one KrisFlyer mile will be rounded down before the KrisFlyer miles are credited for each Qualifying Transaction.
 5. KrisFlyer miles will be credited directly into the KrisFlyer account linked to the KrisShopper programme. KrisFlyer miles earned through the KrisShopper programme are subject to the conditions applicable to all KrisFlyer miles as set forth in the [KrisFlyer Terms and Conditions](#).
 6. You should allow for at least 3 business days from the date of the Qualifying Transaction for the KrisFlyer miles to be credited. If you believe that you are missing KrisFlyer miles and would like to make a claim, please [submit a claim form through KrisFlyer](#), or contact the KrisShop Customer Service team at krisshopcustomercare@krisshop.com for assistance. Missing KrisFlyer miles credit requests in relation to the KrisShopper programme will only be accepted for processing within 30 business days from the date of the Qualifying Transaction.
 7. KrisFlyer miles will only be credited if your purchases on KrisShop are not returned or refunded. KrisShop and SIA reserve the right to claw back any KrisFlyer miles credited to you whenever you return, or request for a refund for, any of your purchases under any Qualifying Transaction or Membership Promotion (as defined in paragraph C.5 below).

C. KrisShopper Membership tiers

1. Subject to paragraph C.2 below, you will be awarded a KrisShopper membership tier based on your aggregate Eligible Spending over a 12-month period commencing from the date on which the KrisShopper membership tier is awarded to you (“**Membership Year**”). To achieve your KrisShopper membership tier or maintain your KrisShopper membership tier at the end of the Membership Year, you must achieve the applicable Membership Thresholds set forth in the table below:

KrisShopper membership tier	Aggregate Eligible Spending during Membership Year (“ Membership Threshold ”)
Member	No minimum Eligible Spending
Insider	S\$5,000.00 of Eligible Spending
Icon	S\$10,000.00 of Eligible Spending
Ambassador	S\$15,000.00 of Eligible Spending

2. After you successfully link your KrisFlyer account to the KrisShopper programme, you will automatically be awarded the KrisShopper Member membership tier. For the avoidance of doubt, any purchases made by you on our Platform prior to you becoming a member of the KrisShopper programme would not qualify as Eligible Spending for the purposes of determining your KrisShopper membership tier.

3. If your aggregate Eligible Spending meets or exceeds the applicable Membership Thresholds at any point in time during the Membership Year, you will be upgraded to the next KrisShopper membership tier based on your aggregate Eligible Spending within 5 business days of achieving the applicable Membership Threshold.
4. At the end of the Membership Year, if you have not achieved the applicable Membership Thresholds for your KrisShopper membership tier, you will be downgraded to the next relevant membership tier.
5. KrisShop reserves the right to vary the membership tier award system at any time to accord special privileges to specific types of KrisFlyer members, or otherwise in connection with any promotion or campaign (whether conducted by KrisShop, in conjunction with programme partners, or otherwise) (collectively, "**Membership Promotions**"). These Membership Promotions may be subject to their own terms and conditions, as specified separately by us.