LOYALTY PROGRAM RULES AND PERSONAL DATA PROCESSING POLICY

LUNIQ Loyalty
Edition No. 1 dated November 24, 2026 (Consent Version: 2.0-loyalty-2026-11).
Effective upon publication at https://luniq.net/loyalty-rules.

This document establishes the rules for participation by individuals (hereinafter — Guest) in the LUNIQ Loyalty program via the Telegram bot and associated Telegram Mini Apps, as well as the procedure for collecting, storing, using, transferring, and deleting Guests' personal data. This document supplements the LUNIQ Privacy Policy and Public Offer and is adopted in accordance with the Law of the Republic of Kazakhstan No. 94-V dated May 21, 2013 "On Personal Data and Their Protection" (hereinafter — the Law) and the Civil Code of the Republic of Kazakhstan (hereinafter — the Civil Code of the RK).

1. General Provisions and Roles of the Parties

1.1. The Operator of the LUNIQ Loyalty technical platform is Sole Proprietor IE ASTRO IT, IIN 980512350459, Republic of Kazakhstan, Astana (hereinafter — LUNIQ, Operator).

1.2. The Owner of Guests' personal data and organizer of a specific loyalty program is the respective hospitality venue (restaurant, cafe, coffee shop, bar, bakery, etc.) connected to the LUNIQ Loyalty service (hereinafter — Venue).

1.3. LUNIQ processes Guests' personal data on behalf of the Venue strictly to the extent necessary to operate the digital loyalty card, track stamps, bonuses, rewards, and challenges, and send Telegram notifications.

1.4. Tapping the "Accept rules" button in the Telegram bot constitutes acceptance of these Rules (Paragraph 3, Article 396 of the Civil Code of the RK) and explicit electronic consent to the processing of personal data (Article 8 of the Law). Without confirming consent, access to the loyalty card is not granted.

2. Loyalty Program Participation Rules

2.1. Participation in the loyalty program is free and voluntary. To issue a card, the Guest opens the Venue's link or QR code, selects an interface language (Russian, Kazakh, or English), and confirms agreement with these Rules.

2.2. A single Telegram user may hold separate, independent cards across multiple Venues connected to LUNIQ Loyalty. Stamp balances, bonus balances, rewards, and visit histories are maintained separately for each Venue and cannot be transferred between Venues.

2.3. Guests are identified at the Venue by showing staff a one-time QR code or 6-digit numeric code displayed on the card screen. Each code is valid for 60 seconds and for a single scan only.

2.4. Specific earning and redemption terms are set independently by each Venue and displayed on the Guest's card:

– Stamps: upon collecting the required number of stamps, the Guest automatically receives a reward, after which the stamp counter resets (any excess stamps carry over into the next cycle). If a Venue sets an end date for a stamp campaign, Guests with existing stamps are notified 7 calendar days in advance and may complete their current cycle during the established grace period.

– Bonuses: 1 bonus equals 1 tenge (₸). Bonuses are earned as a percentage of the check total and may be redeemed toward future orders up to the maximum percentage set by the Venue (either the maximum allowed or a partial amount requested by the Guest). If no visits occur within the inactivity period set by the Venue, bonuses expire; the bot sends a reminder 7 calendar days prior to expiration.

– Welcome Gifts and Signup Bonuses: a welcome reward is issued after the first scanned visit and becomes available starting from the next visit, unless otherwise configured by the Venue (including the optional instant signup bonus upon registration).

– Challenges and Referrals: additional tasks (visits within a period, visiting all branches, referring friends, or manual tasks) grant rewards upon completion.

– Birthday Gifts: if the Guest voluntarily provides their birth date (entered once), the Guest receives a birthday gift or bonus within the period set by the Venue before the birthday.

2.5. Bonuses, stamps, and rewards have no cash equivalent, cannot be exchanged for cash, and cannot be transferred to third parties.

2.6. Automated anti-fraud safeguards apply: staff are prohibited from scanning their own cards, a cooldown interval applies between visit earnings, hourly staff operation limits are enforced, and erroneous operations may be rolled back within 5 minutes with mandatory event logging.

2.7. The Venue bears sole responsibility for food quality, service, actual fulfillment of gifts and discounts, and compliance with consumer protection laws.

3. Categories, Purposes, and Retention Periods of Personal Data

3.1. We collect only the minimum data necessary for the stated purposes (Article 7 of the Law). Identity documents, individual identification numbers (IIN), bank card details, and biometric data are not collected in LUNIQ Loyalty.

Data Category	Purpose of Processing	Legal Basis
Telegram ID, first name, @username (if set), selected language	Guest identification, card display, localized interface, notifications	Guest consent (Art. 8 of the…
Birth date (provided voluntarily)	Automated birthday greeting and birthday gift issuance	Guest consent (Art. 8 of the…

Data Category	Purpose of Processing	Legal Basis
Stamp and bonus balances, rewards, challenge progress, visit history, referral code	Loyalty program operation, reward calculation, anti-fraud protection, Venue analytics	Guest consent; performanc…
Consent timestamp, date, and version	Proof of obtaining the data subject's consent	Requirement of Art. 8 of the…
Technical data (error and security logs)	Service stability and information security	Legitimate interest and sec…

3.2. Upon expiration of retention periods or account deletion, personal data is erased or anonymized in accordance with the Law.

4. Consent, Storage, and Cross-Border Data Transfer

4.1. Guest consent is recorded electronically by the server together with the exact date, time, and version of the consent text.

4.2. By accepting these Rules, the Guest also consents to receive service notifications (earnings, redemptions, new rewards, bonus expiration and campaign end alerts) as well as informational/promotional broadcasts from Venues where the Guest holds a card. The Guest may opt out of a specific Venue's broadcasts at any time by deleting that Venue's card.

4.3. Delivering messages and notifications via Telegram's infrastructure constitutes a cross-border transfer of personal data (Article 16 of the Law) and is performed solely on the basis of Guest consent.

4.4. Database Storage Location: during the pilot launch phase, the LUNIQ Loyalty database is hosted on a secure hosting provider server in Frankfurt (Germany) with cross-border transfer based on Guest consent under Article 16 of the Law; migration of the LUNIQ Loyalty database to a server located within the territory of the Republic of Kazakhstan is scheduled by December 15, 2026, to ensure full compliance with Paragraph 2, Article 12 of the Law.

4.5. Security Measures (Article 22 of the Law): HTTPS/TLS encryption, cryptographic verification of Telegram signatures (HMAC-SHA256), role-based access control (Guest, Waiter, Owner, Superadmin), audit logging, and regular backups.

4.6. The program is not intended for the intentional collection of personal data from individuals under 18 years of age without parental or legal guardian consent. A technical filter is applied in the birth date entry interface; a legal guardian may request immediate deletion of a minor's data.

5. Guest Rights and Data Deletion Procedure

5.1. Pursuant to Article 24 of the Law, the Guest has the right to:

– obtain information regarding the existence and scope of their personal data;

– request correction, blocking, or deletion of data (fulfilled within 1 business day where grounds exist under Article 25 of the Law);

– withdraw consent to personal data processing at any time;

– appeal actions of the Operator or Venue to the authorized personal data protection authority or to court.

5.2. The Guest may independently and immediately manage their data in two ways:

– Delete a single Venue card: in the card Mini App, open "Data & Account Deletion" → "Delete this venue card" and confirm. Cards at other Venues remain unaffected.

– Permanently delete account and all data: tap "Delete account & all data" in the Mini App or send the /delete command to the bot and confirm deletion. All cards, stamps, bonuses, rewards, and birth date are permanently erased, and records in Venues' event logs are anonymized (Telegram ID link removed).

5.3. For any data processing inquiries, Guests may also contact hiastroit@gmail.com (subject: "Personal Data") or WhatsApp +7 706 639 07 37.

6. Amendments and Dispute Resolution

6.1. The Operator may update these Rules by publishing a new edition with its edition number and effective date at https://luniq.net/loyalty-rules. If processing purposes or data categories change, renewed Guest consent will be requested.

6.2. These Rules are published in Russian, Kazakh, and English. In the event of any discrepancy between language versions, the Russian text shall prevail.

6.3. All disputes are governed by the laws of the Republic of Kazakhstan. The response period for written inquiries and claims is 10 business days.

7. Operator Details and Contacts

– Entity: Sole Proprietor IE ASTRO IT (LUNIQ trademark)

– IIN: 980512350459

– Address: 15 Rakhymzhan Koshkarbayev Ave., Apt./Office 128, Astana, Republic of Kazakhstan

– Personal Data Protection Officer: Absamat Abylaikhan Asylkhanuly, tel. +7 747 353 26 12

– E-mail: hiastroit@gmail.com

– WhatsApp (Support): +7 706 639 07 37

– Telegram: @horeca_tech

– Website: https://luniq.net