



MyTOWN APP USER - TERMS AND CONDITIONS

DEFINITIONS

Account	Member's account containing details including Membership ID, Member's Personal Information, record of accumulated Points and Points balance
Electronic Equipment	The equipment provided by MyTOWN or its assigned electronic equipment provider to the Tenant in respect of Programme such as tablet or Electronic Data Capture Terminal
Member(s)	Individual(s) who has/have personally signed up, applied for and has/have been accepted by MyTOWN as registered member(s) of the Programme in accordance to the Terms and Conditions set forth herein
Membership Identification	Identification of membership (including Password and Member's ID) under the Programme in accordance to these Terms and Conditions
Mobile Application	The mobile application(s) owned and operated by MyTOWN.
MyTOWN	Refers to MyTOWN Shopping Centre owned and operated by BOUSTEAD IKANO SDN BHD (Company No. 201101028118 (956253-A)), a company incorporated in Malaysia under the Companies Act 1965.
Point(s)	The Points awarded to Members for redemption of purchases made at participating Tenants' outlets under the Programme.
Programme	MyTOWN Reward Program operated by MyTOWN including but not limited to any programs and/or campaigns launched by MyTOWN or organised on its behalf by its authorised agent.
Rewards	The products, services, rewards, gifts or other benefits made available by

	Tenants under the Programme which may be redeemed by Members.
Tenant(s)	MyTOWN Tenant(s) including Tenant-In-Tenant that provide goods and/or services to the customers.
Total Invoice Value	The total amount charged by a Tenant for purchase of goods or services at a Tenant's outlet after deduction of any applicable discounts and rebates while for an F&B outlet, after the addition of service charges and government service tax or any other taxes as imposed under the applicable law.
Website	Website owned and operated by MyTOWN in relation to the Programme and located at www.mytownkl.com.my or any other addresses which MyTOWN deems fit from time to time.

1. Membership

- 1.1) Membership is open to all Malaysian citizens who are 13 years of age and above only.
- 1.2) An eligible individual may download and sign up for MyTOWN App through the App Store, Google Play Store or Huawei App Gallery and may then earn Points on various purchases at the participating Tenants' outlets subject to these Terms and Conditions.
- 1.3) By signing and submitting the application of membership, the applicants shall deem to accept and agree to these Terms and Conditions.
- 1.4) Membership and Members' entitlement to membership benefits and privileges of the Programme, including the redemption of Points and Rewards, shall be in accordance with these Terms and Conditions.
- 1.5) Approval and grant of membership shall be at the sole and absolute discretion of MyTOWN.
- 1.6) Each eligible individual shall only apply for (1) account which is tied to your mobile number and NRIC as a Member at any one time. Each member will be issued a form of Membership Identification which MyTOWN deems fit.

- 1.7) MyTOWN reserves the right to reject additional or multiple applications if MyTOWN determines in its sole and absolute discretion that the applications are made by the same person.
- 1.8) In valuing the customers, the membership is FREE from any registration, joining, or membership charges. Notwithstanding this, MyTOWN reserves the right to apply any charges and member fees at any time as it deems fit.
- 1.9) By downloading and signing up for the MyTOWNKL App, Members agree that the use of the MyTOWNKL App are subject to their responsibility and covenants that he/she has received consent from their guardian/parent(s) where required.
- 1.10) In accordance to the Personal Data Protection Act (PDPA) 2010, MyTOWN and/or BISB group may disclose Members' personal data to the relevant governmental authorities or third parties where required by law or necessary by reason of the transaction or for legal purposes; and the personal data may be shared and transferred to any company within BISB group. The BISB group reserves the right to access to members' personal data for the purpose of updating or correcting the data at any time upon members' consent.
- 1.11) For the avoidance of doubt, personal data includes all data defined within the Personal Data Protection Act 2010 including all data that members have disclosed to MyTOWN in the written or electronic materials. The Personal Data and Information Notice is available at "<https://mytownkl.com.my/information?#webpp>".

2. Awarding and Redemption of Points and Rewards

- 2.1) Awarding of Points: -
 - i) **Participating Tenant:** Members will be awarded 1 point for every RM1.00 of the "Total Invoice Value" (if any value after decimal, to be rounded down to the nearest RM1.00) from purchase of goods/services at a Participating Tenant's outlet and Members can accumulate up to a maximum of 300 points per transaction, unless otherwise stated;
 - ii) **Non-participating Tenant:** Members will be awarded 0.5 point for every RM1.00 of the "Total Invoice Value" (if any value after decimal, to be rounded down to the nearest RM1.00) from purchase of goods/services at a Non-participating Tenant's outlet and Members who purchase goods from IKEA Cheras will be awarded 0.15 point for every RM1.00 of the "Total Invoice Value" (if any value after decimal, to be rounded down to the nearest RM1.00). Points to be redeemed and verified at Concierge Counter, Ground Floor on the same date receipt purchased. Members can

accumulate up to a maximum of 300 points per transaction, unless otherwise stated.

- iii) **Non-participating Tenant-in-Tenant:** Every RM1.00 spend at Non-participating Tenant-in-Tenant on total receipt value = 0.25 point and will be capped at 300 points per transaction. You can accumulate up to a **maximum** of 300 points per transaction.
- 2.2) Points shall exclude purchases/services made at any fitness centre, money changer outlets, bill payment, pre-paid reload services, pop up store, kiosks and roadshows.
 - 2.3) Redemption of Points: Members can use the redeemable Points on 1 point = RM0.01 basis to redeem against purchases made at Tenant's outlets, unless otherwise stated.
 - 2.4) A Member's Account must be in good standing upon the time of redemption or awarding.
 - 2.5) A Member may redeem the Points earned at all Participating Tenants' outlets or at any other places or method specified by MyTOWN from time to time. Members may refer to the current list of Tenants which is available on the Mobile Applications or MyTOWNKL Website or any other sources as determined by MyTOWN.
 - 2.6) When a Member redeems his/her Points, the Points shall be utilised on first in first out basis.
 - 2.7) A Member may redeem his/her Points in full or partially to settle the Total Invoice Value, subject to the compliance with the procedures for redemption.
 - 2.8) For a partial redemption, the remaining unpaid Total Invoice Value is payable by the Member to the Tenant in the normal course of business (either by cash or credit card, as required by the Tenant) and the Member will earn Points on the Total Invoice Value.
 - 2.9) MyTOWN reserves the right to suspend a transaction and/or reallocate, recalculate, reverse or adjust the Points or take any necessary action, with or without any notice in the event that MyTOWN has a reasonable ground to suspect that the Points were awarded, earned or redeemed fraudulently or in error.

- 2.10) Points are not exchangeable for cash and cannot be converted to cash. Upon Points deducted from a Member's account, the Points cannot be refunded for any reasons.
- 2.11) If Members choose to transfer their Points to another party, Members to ensure themselves that Points are transferred to the correct party. The Management shall not be responsible for any wrong Points transactions and no Points replacement will be provided in these circumstances.
- 2.12) The member will be entitled for Point awards and a Tenant may perform an offline Point awarding transaction under certain circumstances as verified and confirmed by MyTOWN.
- 2.13) A Member may check the history and record of Points' accumulation, current Points balance, any other relevant information available under the Account at the Members' own risk through Mobile Applications, or any other methods as MyTOWN may decide to establish from time to time.
- 2.14) A Member shall frequently review his/her Account to check and verify the correctness and accuracy of current Points balance.
- 2.15) There shall be no awarding of retrospective Points for backdated purchases. Points are only awarded for purchases made on the day of transaction.
- 2.16) Points will be awarded or redeemed at the rate as agreed between MyTOWN and the Tenant when a Member purchases goods or services at the Tenant's outlets which may vary among the Tenants.
- 2.17) The Points are valid for 365 days from the date of issuance and shall automatically expire after one (1) year based on the validity of the transaction dates captured in MyTOWN's system.
- 2.18) Any accepted redemption shall not be cancelled and the redeemed Rewards are not exchangeable for cash and non-returnable, unless otherwise stated. Any dispute concerning goods and services received as Reward shall be settled between the Member and the Tenant, service establishment and/or supplier, from which the goods or services were purchased. MyTOWN will bear no responsibility for resolving such disputes, or for the dispute itself.
- 2.19) Upon confirmation of redemption, the available Points for redemption will be recalculated for the Member's account.
- 2.20) The Programme and all Rewards are subject to availability and all applicable rules and terms and conditions (including booking requirements, cancellation

restrictions, return conditions, warranties, and limitations of liability) imposed by the respective Tenant and MyTOWN.

- 2.21) MyTOWN shall neither be liable nor held to be liable for any claims, losses, costs, expenses or damages or whatever nature resulting from the redemption of any of the Point or Rewards by the Members.
- 2.22) MyTOWN shall make no representation or warranty (either express or implied) of any kind with regards to the condition, fitness for purposes, tenantable quality or otherwise of any products or goods or services or any Rewards supplied by Tenants or third party.
- 2.23) MyTOWN is not an agent of the Tenant and makes no warranty or representation as to the quality, tenantability or fitness for purpose of the goods and services bought and accepts no liability for the goods and services provided by any Tenant. MyTOWN shall not be responsible for any failure or delay by a Tenant or third party to supply such Reward. Any dispute about the same must be resolved directly with the Tenant.
- 2.24) All awarding, or redemptions of Points are subject to Tenant's final acceptance. The list of tenants under MyTOWNKL App redemption channel service may change from time to time.
- 2.25) In the event of any refund or purchase/order cancellation in relation to any purchase of goods or services, the Tenant may deduct the whole or part of the Points in the Account for such refund or cancellation at its deems fit subject to the Tenant's policy. If an adjustment to your Reward points causes you to redeem such a transaction amount or receive such number of tenant loyalty points that you would not otherwise be entitled to or if you redeem/transfer more Reward points than you are entitled to, you agree that you owe us the value of such excess redemption/transfer. Under such circumstances, we reserve the right to: (I) reduce your Reward points accordingly, (II) withhold the awarding of any subsequent Reward points or redemption/transfer of any subsequent reward, and/or (III) chargeback the value of the Reward points. The value of the Reward points in such instances shall be determined by us in our reasonable discretion.

3. Dispute

- 3.1) If there is any dispute on a Points transaction, a Member must complete the request form and submit the forms with supporting documents as required at Concierge Counter, Ground Floor at MyTOWN Shopping Centre within seven (7) days from the date of transaction or dispute. Any submission after the seven (7) days will not be accepted.

- 3.2) MyTOWN may at its sole and absolute discretion settle the disputes as it deems fit. The decision by MyTOWN shall be final and conclusive. MyTOWN shall not be liable or responsible for any breach of any duty of care owed to such Member by any of MyTOWN's employees, staff or authorized personnel or any indirect, consequential or economic losses, loss of profits, loss of opportunity or punitive damages of any kind.

4. General

- 4.1) These Terms and Conditions govern the membership (including awards, redemption and use of Points and Rewards by Members) and set out the agreement between MyTOWN and each Member with regards to the Programme.
- 4.2) All Members agree that the Privacy Notice as stated in MyTOWN Website shall form part of these Terms and Conditions. Acceptance of these Terms and Conditions by Members shall constitute the acceptance of the Privacy Notice. MyTOWN reserves the right to amend or supplement the Privacy Notice from time to time. Any amendments to the Privacy Notice will be posted on the Website.
- 4.3) All Members and applicants are advised to read the Privacy Notice before accepting these Terms and Conditions.
- 4.4) The accuracy of personal information shall be verified by Members and Members shall notify MyTOWN upon any changes on their personal information.
- 4.5) Members' information such as Name, NRIC No. and Email must be updated in your MyTOWNKL App Account to be eligible to participate in MyTOWN Campaigns and for verification in cases of any dispute.
- 4.6) MyTOWN and the Tenants reserve the right to request the Members to produce his/her Member Identification and personal identification (including MyKad) to facilitate the Points transaction and for verification purposes in accordance to the Privacy Notice.
- 4.7) MyTOWN reserves the rights at its sole and absolute discretion to amend or delete any of these Terms and Conditions at any time as it deems fits without prior notification to Members. Any variations, addition or amendment to these Terms and Conditions will be posted via the Mobile Applications or Website not later than seven (7) days prior to the effective date of such amendments. Continuing use of MyTOWNKL App and engage with the membership by

Members shall constitute acceptance of any variation, addition, or amendments to these Terms and Conditions and Member shall be bound by the same.

- 4.8) Members shall have the responsibility and obligations to check the Mobile Application or Website for updates of the Terms and Conditions from time to time.
- 4.9) MyTOWN reserves the right, at any time to vary, modify, replace, substitute or terminate the Programme or any rewards, benefits, features or privileges under the Programme or withdraw Points from use without prior notification to Members and without being liable in any way to Members.
- 4.10) MyTOWN may at its sole and absolute discretion to terminate the memberships without prior notification and forfeit all the Points balance recorded in the Account and redeemable Rewards and reject any refund in the events of including but not limited to :-
- i) A member accrues, redeems, or uses Membership (including any benefits and privileges) or the Points for any unlawful or fraudulent activity or in other manners which MyTOWNKL App determines to be improper;
 - ii) A member breaches any of these terms and conditions; or
 - iii) A member is deceased or is declared a bankrupt
- 4.11) MyTOWN, Tenant and its service providers, or agents shall not be liable for any costs, expenses, losses or damages, whether direct or indirect, special or consequential or loss of business, revenue or profits, injury or damage to property or any nature suffered by Members or any authorised person by Members arising from :-
- i) any omission, error or inaccuracy of record, awarding or redemption of points or Points balance including as a result of failure or breakdown of any Electronic Equipment used in connection with the Programme;
 - ii) any technical malfunction, operator fault, error, deficiency, defects of MyTOWNKL App or any part thereof;
 - iii) any act, error, delay or default in the Programme;
 - iv) withdrawal of any benefits or privileges conferred on Members under the Programme;
 - v) any act, omission, error of its service provider, agents, employees, sub-contractor or business partners;
 - vi) any suspension, deactivation, termination or cancellation of account or membership;
 - vii) any circumstances beyond the reasonable control of MyTOWN. MyTOWN or Tenant may refuse a request for awarding or redemption of Points on any transaction in the events as set out in in (i) to (vii) of the above.

- 4.12) Members are responsible for the security of their Membership Identification. MyTOWN accepts no liability for the disclosure of the Membership Identification by the Member to a third party, whether intentionally or otherwise. MyTOWN reserves the right to protect an account from being access if MyTOWNKL App has reasonable grounds to believe that the security of the account has been breached or at the risk of exposure.
- 4.13) While MyTOWN uses reasonable efforts to include up-to-date information in the Mobile Application and Website and in all its publications, MyTOWN makes no warranties or representations as to their accuracy, reliability, completeness or otherwise. The contents, materials, products or other services available in MyTOWN publications or accessible through the Mobile Application and Website are on “as is” and “as available” basis. MyTOWN disclaims all warranties (express or implied) including but not limited to, tenantability, fitness for purpose and non-infringement, in relation to the contents, materials, products or other services published in any of its publications or available on the Mobile Application and Website.
- 4.14) MyTOWN does not warrant that the Mobile Application and Website will be error-free, free of viruses, bugs, online interruption or other harmful threats. Members are responsible to implement security measures in their computers or mobile devices before accessing the Mobile Application and Website. MyTOWN shall not be liable in any way for any direct, indirect, punitive, incidental, consequential or other damage howsoever arising out of any of the following;
- a) the use of, or access to, the Mobile Application and Website;
 - b) delay or inability to use or access the Mobile Application and Website; and/or
 - c) any content, information, material, products or services published in, posted on, advertised in or obtained through MyTOWN publications or the Mobile Application or Website or otherwise.
- 4.15) Notice of any matter in relation to the Programme shall be deemed informed/delivered to Members via any one of the methods as follows:
- a) by Mobile Applications
 - b) by posting on the Website;
 - c) by sending an email to Members who have provided email address to MyTOWN; or
 - d) by short messaging services (SMS).

- 4.16) All notices, requests and/or other communications to be given by Members to MyTOWN under these Terms and Conditions must be communicated in writing and sent by hand, registered post, courier or other postal service or electronic mail (e-mail) to the following address:

Centre Management Office
L3-011, Level 3, MyTOWN Shopping Centre,
No.6 Jalan Cochrane,
Seksyen 90, 55100
Kuala Lumpur Malaysia.
Careline: +603 2710 0057
E-mail: marketing@mytownkl.com.my

- 4.17) MyTOWN may further establish rules, procedures and policies in relation to any matter regarding the Programme, all of which shall form part of the Terms and Conditions. These Terms and Conditions as set out herein shall prevail in the event of any conflict or inconsistency with any other documents, statements, rules, procedures, policies or communications issued by MyTOWN, including Frequently Asked Questions (FAQs) and advertising or promotional materials. These Terms and Conditions together with the aforesaid further rules, procedures and policies shall constitute the entire agreement and understanding between MyTOWN and the Members with respect to the Programme and shall not be subject to any other agreement, understanding, warranty or representation not expressly contained or referred to in these Terms and Conditions and the aforesaid further rules, procedures and policies.
- 4.18) If any of the provision herein contained should be invalid, illegal or unenforceable under any applicable law, the legality and enforceability of the remaining provisions shall not be affected or impaired in any way and such invalid, illegal or unenforceable provision shall be deemed deleted.
- 4.19) No delay or indulgence by MyTOWN in enforcing any term or condition of these Terms and Conditions nor the granting of time by MyTOWN to Members shall prejudice the rights or powers of MyTOWN nor shall any waiver by MyTOWN of any breach constitute a continuing waiver in respect of any subsequent or continuing breach.
- 4.20) These Terms and Conditions are governed by the laws of Malaysia and Members shall submit to the exclusive jurisdiction of the Courts of Malaysia.