

unifi Rewards Terms & Conditions

By signing up to unifi Rewards program ("Programme"), you are deemed to have read and understood the Terms stated herein and thereafter proceed with unifi Rewards program brought to you by Telekom Malaysia Berhad (TM). Member, please read this document carefully as it contains important information on your rights and obligations, limitations and/or exclusions that may apply to you if you are participating in the unifi Rewards.

1. Definitions

In these Terms and Conditions:-

- i. "Member" means any person or entity participating to unifi Rewards program as accepted by TM;
- ii. "Membership "means arrangement under the Programme by which a Member are eligible to receive Points by participating into the Programme and thereafter qualifies to claim for Reward Items under these Terms and Conditions;
- iii. "Points" means Rewards' Points of the Programme that can be earned, accumulated and use for redemption of Rewards Items by members in accordance with these Terms & Conditions
- iv. "Reward Items" means any goods, services, rebate, privileges, benefits, offers and/or promotions offered to Member by TM under the Programme;
- v. "Partner" means companies or establishment (and other persons) who has been appointed to supply Rewards Items i.e goods and services in respect of which Points will be used and credited for redemption under the Programme;
- vi. "Membership No. & Reward No." means the Membership account number issued by TM to anyone who has been successfully registered for the Programme;
- vii. "SMEC" means SME Consultant who are authorized to manage customer Rewards account on behalf of Medium Enterprise business customers.
- viii. "Programme" means the unifi Reward membership programme run by TM unifi for unifi subscribers

General

- 1. TM reserves the right to cancel, terminate or suspend the Programme with or without any prior notice. For the avoidance of doubt, cancellation, termination or suspension by TM of the Programme shall not entitle the Members to any claim or compensation against TM for any and all loss or damage suffered or incurred by the Members as a direct or indirect result of the act of cancellation, termination or suspension.
- 2. From time to time, TM may supplement these Terms and Conditions with additional terms ("Additional Terms") and members understand and agree that such Additional Terms are hereby incorporated by reference into this Terms and Conditions.
- 3. Membership and accumulated Rewards points is not transferable to third party and cannot be combined with another membership account
- 4. Points have no cash value and cannot be exchanged for cash.
- 5. TM is not liable under the following circumstances;
 - i. Any unauthorised redemption of Points;
 - ii. Any unauthorised use of Points or unauthorised sale of Points;
 - iii. Any loss, theft or damage to any Reward Items in the course of delivery;
 - iv. Any Reward Items not being made available for redemption;
 - v. Any breakdown by the Partner to meet the terms and conditions to supply the Reward Items;
 - vi. Any notification to Members of any changes in these Terms and Conditions, the item offered, Partners, goods and services and/or the number of Points which will be recorded for the purchase of goods and services;
- vii. The suspension and/or termination of the Programme;
- viii. Any technical failure of system, including the Programme website, which may impede a Member's transaction;
- ix. TM attempts to provide the goods and service descriptions as accurately as possible to Members. However, TM does not warrant that goods and service descriptions or other content of the Programme website is accurate, complete, reliable, current, or error-free. All conditions and warranties whether express or implied and whether arising under legislation or otherwise, as to the condition, suitability, quality, fitness or safety of any goods or services supplied under the Programme are expressly excluded to the full extent permitted by law. Any liability TM may have to a Member under legislation in respect of such goods and services which cannot be excluded is limited, where permitted, to supplying, or paying the cost of supplying, the goods or services again or repairing, or paying the costs of repairing the goods, at TM's option.
- 6. In the event of any dispute, conflict, uncertainty or ambiguity relating to these Terms and Conditions hereto, or any matter involving this Programme, TM will resolve the matter in its absolute and unfettered discretion and the entire decision in the matter shall be conclusive and final.
- 7. English is the governing language of these Terms and Conditions and shall prevail over any translations that shall be made of these Terms and Conditions. All documents, data, descriptions, books, catalogues, diagrams, instructions, invoices and correspondence will be in English Language.

8. These Terms and Conditions are governed by Malaysian law and any dispute arising out of or in connection with them shall be subjected to the exclusive jurisdiction of Malaysian Courts.

Membership

1. This programme is open only to TM unifi customers who subscribes to TM fixed line or broadband (unifi Home and unifi Biz) services registered under the category of:

A) Individual residential customer that subscribed to TM's Consumer products who must be at least 18 years of age and have the capacity to enter into a legally binding contract; and/or

B) Small Medium Enterprise (SME) or Medium Enterprise Business (MEB) customer such as sole proprietor, Sdn Bhd. or Berhad.

As and when TM deems fit, the Programme may also be opened to other categories of persons or entities including non-TM's customers.

- 2. For individual, applicant must be residents of Malaysia, permanent residents or expatriates, who are currently living in Malaysia. For business entity or entities, applicant must be legally incorporated or established in Malaysia.
- 3. The Membership is provided free of charge and unless terminated in accordance with these Terms and Conditions, shall remain valid as long as TM service(s) is still subscribed by a Member and remain active subscription.
- 4. Member shall provide and maintain true, accurate, current and complete information as reasonably required by TM when registering for Membership and updating. In case the information provided is inaccurate, TM holds no responsibility if the notifications sent are not received by member.
- 5. By registering and participating in the Programme, Member will be deemed to have read, understood and agreed to be bound by these Terms and Conditions as may be modified from time to time. TM reserves the exclusive rights to change the mechanism of the Programme and/or amend, delete or add on these Terms and Conditions without prior notice to the Member and the Member agrees to be bound by such amendment(s).
- 6. unifi Rewards is an opt-in loyalty program of which customer need to register to be a member. Upon successful registration, Member will be issued with a Membership No. and Reward No. for identification purposes in the Programme.
- To be unifi Rewards Member, customer need to register and login with digitalme via unifi portal. Except for Medium Enterprise Business customer, the registration will be managed by SMEC.
- 8. The current terms & conditions of digitalme apply as available at https://cdn.digitalme.my/content/terms_of_use.pdf
- Member is solely responsible for maintaining the confidentiality of the Membership details to any other person. Member is responsible for the use of his Membership Account, whether or not authorised by the Member. It is member responsibilities to guard their credentials to ensure no misuse.

- 10. Membership status can be active, suspended and terminated based on unifi account status.
- 11. Membership account status is tied to member's unifi subscription account status. Membership account will be suspended when any of member's unifi account is suspended i.e due to late payment.
- 12. TM may terminate a Membership without notice and for any reason, including if the Member fails to comply with these Terms and Conditions which includes any modifications or variations thereto and, upon the happening of the following:
 - i. Termination of TM services by Member or when member is. no longer a TM customer;
 - ii. When there is changes in customer segment i.e. upgrade to Enterprise business and product subscribed are not covered under rewards programme. The existing Membership will be automatically terminated ; or
 - iii. Provides any misleading information or makes any misrepresentations to TM or to any Partner in connection with the Programme; or
 - iv. Abuses any privilege accorded to the Member under the Programme or if TM suspects that Points were fraudulently accumulated; or
 - v. Engages in any fraudulent activities under the Programme; or
 - vi. Is deceased or is declared a bankrupt or being wound-up or
 - vii. Displays inappropriate behaviour against any member of TM's staff.
- 13. Upon the termination of Membership or if a Member terminates the Membership for any reason whatsoever, all accumulated Points shall be immediately void, forfeited and irredeemable for Reward Items.

unifi Rewards Points

- TM may, at its sole and absolute discretion, increase or decrease the rate of unifi Rewards Points to be awarded for each eligible transaction, as well as revising the specific eligible transactions to earn unifi rewards Points. TM also reserves the right to withhold any explanation pertaining to the calculation methods for awarding of TM Points or any other matter relating to TM Points
- 2. unifi Rewards Points may not be used in exchange for any rewards or benefits unless otherwise specified by TM.
- 3. Default validity of points earned is 36 months, calculated from the date the Points is issued to Members.
- 4. Points earned during any Campaigns may hold a shorter validity period. TM reserves the right to change validity period depending on each Campaign from time to time.
- 5. There shall be no extension of time for the validity period of unifi rewards Points. TM reserves the right to deal with expired unifi rewards Points in such manner as it deems fit in its absolute discretion. Member shall have no claim whatsoever against TM for any expired unifi rewards Points.

Points Earnings & Collections

- 1. Points is earned for any payment of the current month charges as billed on the monthly unifi bill only. Outstanding bill payment not entitled for points collection.
- 2. Points transaction will be recorded in a "My Point" tab in the unifi Rewards dashboard. When a Member collect Points or redeem Reward Items, TM or the Partner or Supplier, as the case may be, will record in its database the details of the transaction on which those Points are collected or redeemed.
- 3. TM and the Partners will from time to time determine which goods or services are qualified for earning Points and the number of Points that will be recorded in a Membership Account for such transaction/activity/purchase. Changes in Partner, the Points issuance rate and the offers, may be made without prior notification to Members.
- 4. TM and the Partners may from time to time offer exclusive promotions, special privileges or benefits for specified groups of Members. Partner may also determine the conditions under which they will permit Member to obtain Points from them.
- 5. TM reserves the right to delay the crediting of Points and in any case, Points cannot be redeemed until credited to the Membership Account.
- 6. Point transactions history will be recorded in the My Points tab. Points will also be recorded only where Partner has a valid and binding agreement with TM and after the Partner has notified TM of the details of the relevant transaction. TM will not record Points given by any Partner, nor entertain any dispute arising from a Partner after they have ceased to be a Partner in the Programme.
- 7. TM or Partner may operate a no refund policy for their goods or services.
- 8. TM has no responsibility to issue any notice of expiry of the Rewards to the Members.
- 9. Points earned by a Member are not transferable to another Member.
- 10. Disputes arising over the Points summary statement must be notified to TM within fourteen (14) days from the date of the relevant statement. Members are requested to provide supporting documents wherever applicable to assist TM settle the dispute. Such statement, to be provided by TM in summary under TM's bill or in such other form and substance as shall be determined by TM will otherwise be taken to be correct and binding on the Member. TM's decision on any such dispute is final and binding.
- 11. unifi Rewards points is awarded to Member based on the following transactions performed by the basis below:
 - i. One (1) unifi rewards Point for every RM1.00 bill payment made for the current charges, as billed in the current month bill ,in partial or full before the bill due date.
 - ii. However, unifi reserves the right to amend the value of the points given for each transaction.

Additional Rewards Due to Campaign / Promotion

- 1. TM may from time to time organise Campaign or promotion of its product and services, which may provide additional Points to Members. By participating in any of the Campaign (of which Rewards Points is awarded), participants to the Campaign or promotion will automatically be a Member of the unifi rewards program operated by TM.
- 2. Members are bound to the T&C set by the Campaign as may be advised from time to time.
- 3. Points validity is also vary for each Campaign (normally it will be between 3 to 12 months period).
- 4. Points will be credited to Member's Rewards based on the specific terms of the Campaign or promotion as decided by TM from time to time.

Points Redemption

- 1. Member with active Membership Account and sufficient Points is eligible to redeem subject to the compliance by Member with the various redemption methods as implemented by TM and in general and campaign Terms and Conditions.
- 2. Points redemption will vary treatment is different based on membership account status. Under suspended status, redemption can only be made for Bill Rebate.
- 3. Request for redemption once accepted by TM cannot be revoked, cancelled, returned or exchanged, and the affected Points will not be reinstated. If redemption channels are specified for a Reward Item, TM reserves the right to decline redemptions made through any other channels without any notification.
- 4. TM Bill Rebate Redemption
 - i. For redemption of Points through rebate of amount due under TM's bill issued to Member, the following terms shall apply:
 - ii. Rebate on TM's bill will only be allowed and be applicable for one TM's bill account for each month;
 - iii. Rebate amount must be equal or less than bill amount as reflected in TM's bill. Any remaining balance due less rebate amount shall remain payable by Member in accordance with agreed manner and time of settlement for such amount.
 - iv. Rebate amount if approved will be reflected in the next TM's bill where adjustment on account outstanding will be reflected.
 - v. Minimum rebate amount is RM1 and it must be in full RM value, example 187 points is equivalent to RM 1 not RM1.87.
 - vi. There are limitation or maximum cap for bill rebate as per following segment imposed and it is subject to change at TM's discretion without prior notice.

Customer Segment	Annual Maximum Points Redemption
Consumer	RM 200
Small Medium Enterprise (SME)	RM300
segment	
Medium Enterprise Business (MEB)	RM500
segment	

- vii. However, unifi Rewards reserves the change the limit from time to time upon any notice or amendment to this terms & conditions.
- viii. Point redemption for Medium Enterprise Business will be solely managed by SMEC. SMEC will assist the Member with the necessary documentation.
- ix. Where Membership Account is suspended due to suspension of TM's services, any rebate for Member shall only be made available for settlement of TM's Bill and no others.
- 5. Reward Catalogue
 - i. Subject to availability, Member may select Reward Items from the Programme reward catalogue. TM gives no representation or warranty with respect to any goods or services featured in the Programme reward catalogue or other channels of redemption. In particular, TM gives no warranty with respect to the quality of the Reward Items or their suitability for any purpose. However, Members may liaise directly with the Partner according to the warranty awarded (if any and if so provided by Partner). Any redemption found to be fraudulently realised will be forfeited.
 - ii. Reward Items in the form of certificates/vouchers, are valid for use only at participating outlets or Partner as mentioned on the certificates/vouchers and only for the specific matters mentioned therein. The certificates/vouchers are valid for use until the date specified and subject to the terms and conditions (which includes booking requirements, cancellation restrictions, warranties and limitations of liability) therein. If certificates/vouchers remain unused after date specified, the certificates/vouchers will lapse and will not be replaced. Issuance of dining, travel or hotel accommodation voucher does not constitute a reservation. The entitled Member is responsible for notifying and making all reservations. TM does not accept liability whatsoever (including negligence) with respect to the Reward Item supplied or in connection with any Partner's refusal to accept certificates/vouchers issued by TM for the purpose of redeeming Reward Items. Any disputes' arising from this is solely between the Members and Partner. Members are strongly advised to adhere to safety precautions and instructions and TM will not be responsible for any loss or injury suffered by Members or any third party in connection with the use of such Reward Items.
 - iii. All Rewards Items, whether paid or free, offered on the unifi Rewards program are a collaborative effort between TM and various rewards partners ("Partners").
 - iv. The availability of any Reward Items is based on availability of stock and granted on a first-come-first-served basis. Rewards may be updated from time to time.
 - v. Rewards Items may have maximum purchase or redeem restrictions within any specified period of time, which TM reserves the right to update or amend at any time
 - vi. By purchasing any Rewards Items, the Participant acknowledges and agrees that all Rewards will further be governed by the respective Partners' terms and conditions whereby TM shall not have any liability whatsoever in respect of the Rewards Items, including usage or restrictions on usage of the Rewards Items.

- vii. TM is not required to provide any notice of expiry of Rewards Items to the Member. Hence, member are encouraged to check their points summary account on the self care dashboard at www.unifi.com.my/rewards
- viii. Rewards Items are not exchangeable for cash, nor exchangeable for other Rewards Items under any circumstances. Rewards Items should not be sold, exchanged or transferred for value under any circumstances.
- ix. By utilising any Reward Items , each Member agrees and irrevocably and unconditionally undertakes to fully absolve TM of all liabilities and agrees to indemnify TM (on full indemnity basis) and hold TM harmless against any claim by any third party (inclusive of the Partners) and against any loss, damage, cost or expense (including solicitors' fees and cost) that TM may suffer or incur as a result of or in connection with the Member' use of any DRewards Items.
- x. TM reserves the sole and absolute right to cease, alter, cancel, suspend or substitute the Partners and/or Rewards Items at any time without prior notice. For the avoidance of doubt, such cessation, alteration, cancellation, suspension or substitution by TM does not entitle the Member to any claim or compensation against TM (in cash or in kind) for any and all loss or damage suffered or incurred by the Member as a direct or indirect result of the act of cessation, alteration, cancellation, suspension or substitution.
- 6. On-the-Spot or In-Store Redemption
 - i. For on-the-spot or in-store redemption, Member is required to be physically present during the redemption transaction and must produce a valid identification to facilitate the transaction and for verification purposes. Members are advised to examine the Reward Items upon redemption and as soon as it is received. TM shall not be responsible for the condition of the Reward Item or for any faulty or damaged Reward Items once redeemed. Members should notify the Suppliers and refer to the warranty (if any) for any disputes arising.
 - ii. On-the-Spot items will on be available at selected TMpoint nationwide. The list of items available may differ from online catalogue and will be based on Rewards Items inventory availability at each selected TMpoint. Hence, TM reserve the right to change or add the items at any time.
 - iii. Only TM has the right to do On-the-Spot redemption and will not have 3rd party to do it.
 - iv. Points for redemption will be determine during the event (On-The-Spot). It may vary depending on the promotion held during of the event.

Deducting Points

- 1. The number of Points published for a Reward Item claimed by a Member will be deducted from the Points balance, with the oldest Points being deducted first.
- 2. Any Points, which are not used by a Member to claim a redemption item will automatically expire according to its expiration date and be deducted from the Points balance in a Membership Account.
- 3. TM will not entertain any request to reinstate any expired points.
- 4. TM may also deduct from the Points balance in a Membership Account, given the following circumstances:
 - o Any Points suspected to be fraudulently recorded; or
 - o Any Points recorded in error; or
 - Any Points relating to a transaction, which is cancelled.
- 5. TM reserves the right to deduct any such Points as stated above without notifying the Member.

Personal Data/Privacy Policy

TM is committed in protecting the Members' personal information in accordance with all applicable laws, rules and regulations currently in force. This applies to the collection, storage, use, disclosure, protection and accuracy of Member's personal information collected by and under the reasonable controlled of TM. By participating in the Programme, Members agree that any information provided by members may be used by, and shared between TM and its Partners where necessary to operate the Programme in order to provide Members with services relating to the Programme, to communicate with Members, to promote offers to Members relating to the Programme, to fulfil Members' requests including redemption orders and for identification purposes. From time to time, TM may ask for additional information, to help improve its services to Members, to create more opportunities for Members to enjoy the Programme, to follow up with Members for feedback or to help prevent abuse of the Programme. Also, members agree that upon notification TM may collect other information about Members through its database and any information may be used by TM to analyse Members' activity on the Programme. Subject to member's consent, TM may also use that information, and share it with its Partners in order to facilitate various services to the Members, to extend Member benefits and special offers, and for marketing purposes including planning, product development, telemarketing promotions, surveys or research and other carefully screened marketing programmes or activities, which TM or Partners believe are likely to interest Members.

Support

For any support and update for unifi Rewards kindly chat with Live Chat via unifi self-help portal at <u>https://unifi.com.my/chat</u>