

Unifi Rewards Terms & Conditions

By signing up to Unifi Rewards program ("Programme"), you are deemed to have read and understood the Terms & Conditions stated herein and thereafter proceed with Unifi Rewards program brought to you by TM Technology Services Sdn Bhd (formerly known as webe digital sdn bhd) (TM). Members are encourage to read the T&C 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 TM customer that participating in the unifi Rewards program as accepted by TM;
- "Tier" means a reward program that offers different levels or tiers of benefits and rewards to Member based on a customer's level of engagement, spending, or loyalty as TM customer and thereafter qualifies to claim for Reward Items in accordance with the terms of the Terms & Conditions;
- iii. "Reward Items" means any goods, services, discount, privileges, benefits, offers and/or promotions offered to Member by TM under the Programme;
- iv. "Partner" means companies or third party provider identified by TM to supply the Rewards Items i.e goods and services to Member upon redemption under the Programme;
- v. "Membership No. & Reward No." means the account number issued by TM to Member who has been successfully registered for the Programme;
- vi. "Programme" means the unifi Rewards membership programme offered by TM for unifi subscribers.

General

- 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 on 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 Member 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 Tier benefits are not transferable to third party and cannot be combined with another membership account

- 4. TM is not liable under the following circumstances;
 - i. Any unauthorised redemption;
 - ii. Any loss, theft or damage to any Reward Items in the course of delivery;
 - iii. Unavailability of Reward Items upon redemption;
 - iv. Any failure by the Partner to supply the Reward Items;
 - v. Any notification to Members of any changes in these Terms and Conditions, the item offered, Partners, goods and services which will be recorded for the purchase of goods and services;
 - vi. The suspension and/or termination of the Programme;
- vii. Any technical failure of system, including but not limited to the Programme's website, redemption system, third party website or etc that may affect the Member's transaction;
- viii. 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.
- 5. 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 at its best ability resolve the matter in its absolute and unfettered discretion and the entire decision in the matter shall be conclusive and final.
- 6. 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.
- 7. 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

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.

- 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.
- 7. To be Unifi Rewards Member, customer need to register and login with digitalme via Unifi Selfcare Portal or MyUnifi app.
- 8. The current terms & conditions of digitalme apply as available at <u>https://cdn.digitalme.my/content/terms of use.pdf</u>
- 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 or when member is. no longer a TM customer;
 - When there is changes in customer segment i.e. upgrade to Medium Enterprise Business (MEB) 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 the Tier is 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; or
- viii. if the Member breaches any laws, regulations, rules or standards which has a material adverse effect to TM or upon request by any regulatory body or the government.
- 13. Upon the termination of the membership or if a Member terminates the membership for any reason whatsoever, all Tier rewards and benefits shall immediately become void, forfeited, irredeemable and is not exchangeable with cash for any Reward Items that becomes due or will become due.
- 14. TM may from time to time organise campaign or promotion of its product and services, which may provide additional rewards to the Member at each Tier and be bound to the Terms & Conditions set by the campaign as may be advised from time to time.

Tier Rewards Redemption

- 1. Rewards will be given based on each Tier. The higher Tier will be rewarded with more rewards and benefits.
- 2. Rewards redemption and transaction will be recorded in "My Voucher" tab in Unifi Rewards catalogue. When a Member redeems the Reward Items, TM or the Partner will maintain record the details of the transaction on which those rewards are redeemed.
- 3. TM and the Partners will from time to time determine which goods or services are qualified under the Tier and will be recorded in a Membership Account for such transaction/activity/redeem.
- 4. TM reserved the right to change the Partner, the rewards and the offers, may be made without prior notification to Member.
- 5. TM reserves the right to delay the rewards displayed and in any case, rewards cannot be redeemed to the Membership Account.
- 6. Rewards 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 rewards/discounts 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 maintain a no refund policy for their goods or services.
- 8. TM has no responsibility to issue any notice of expiry of the Tier rewards to the Member.
- 9. Rewards & benefits earned by a Member are not transferable to another Member.
- 10. Rewards availability and validity shall be based on Partner's terms and condition and/or while stock last.
- 11. The Tier rewards redemption shall vary based on membership account status. Under suspended status, redemption is not allowed.
- 12. Request for redemption once accepted by TM cannot be revoked, cancelled, returned or exchanged. If redemption channels are specified for a Reward Item, TM reserves the right to decline redemptions made through any other channels without any notification.
- 13. Rewards redemption only available through Unifi Selfcare Portal orMyUnifi App.
- 14. Eligible rewards will be displayed in "My Rewards".
- 15. Member have to follow the instructions stated on how to redeem them (redemption instructions may vary based on reward).

Reward Catalogue (My Rewards)

- 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.
- 2. 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.
- 3. All Rewards Items, whether paid or free, offered on the Unifi Rewards program are a collaborative effort between TM and its appointed Partner.
- 4. The availability of any Reward Items is based on availability of stock and granted on a firstcome-first-served basis. Rewards may be updated from time to time.
- 5. 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
- 6. 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.
- 7. 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 Redemption History on the rewards dashboard.
- 8. 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.
- 9. 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 Rewards Items.
- 10. 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.

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 and TM's Privacy Notice at unifi.com.my. 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 trsProgramme, 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.

Data Security and Environmental, Social & Governance

- Member understand the need to follow and implement standard information security protocols pertaining to the security of data information as well as confidential data and information appropriate for its industry. TM shall establish cyber security safeguards appropriate for the T&C under industry standards and that comply with any applicable laws, rules, regulations of the jurisdiction where the related works in relation to the T&C is being performed;
- 2. TM shall use commercially reasonable efforts to comply with applicable environmental, social and governance ("ESG") laws and regulations and shall foresee any known or expected future changes in the requirements and take all reasonable actions to ensure compliance. Member agree to respond diligently to requests of information on ESG matters received from each other. In case any ESG incident occurs, each You undertakes shall proactively inform the other as soon as practicable.

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>