

Terms and Conditions

1 In these Terms and Conditions, unless the context otherwise requires, the following words and expressions shall have the following meanings: -“BCard” or “BCards” means BCARD Loyalty Program card(s) issued by BLoyalty to Member(s); “BLoyalty” means BLoyalty Sdn Bhd (Company No. 154570-W); “Member” or “Members” means individual(s) who has been accepted by BLoyalty as participating member(s) of the Program in accordance to the Terms and Conditions set forth herein; “Membership” means membership to the Program in accordance to the Terms and Conditions herein; “Merchant” or “Merchants” means the participating merchant(s) of the Program; “Points” means the points awarded to Members for purchases and redemption of Rewards at participating Merchants’ outlets; “Program” means the BCARD Loyalty Program operated by BLoyalty; “Rewards” means the products, services, rewards, gifts or other benefits made available by BLoyalty under a rewards program established by BLoyalty which may be redeemed by Members; “Website” means the website owned and operated by BLoyalty in relation to the Program and located at www.bcard.com.my or at such other domain name registered by BLoyalty.

2 These Terms and Conditions (including the Policy on Privacy and Data Protection) govern the award and use of Points by Members, and set out the terms of the agreement between BLoyalty and each Member with regards to the Program. A person intending to participate in the Program can sign up and register for the Program with BLoyalty by applying for a BCard and can then earn Points on various purchases at participating Merchants’ outlets. By applying to register with the Program or using the BCard, a Member is deemed to have accepted these Terms and Conditions. BLoyalty may, in its sole discretion decide and without the need to assign any reason, refuse an application made by any person to be a Member.

3 BLoyalty reserves the right to amend these Terms and Conditions at any time and from time to time as it deems fit at its absolute discretion and without prior notification to Members. Earning or redeeming Points by Members will constitute acceptance of the amended Terms and Conditions. Failure to observe the Terms and Conditions stated herein by a Member may result in termination of Membership.

4 BLoyalty reserves the right to, at any time, vary or terminate the Program or any privileges under the Program or withdraw the BCards from use without prior notification to Members and without being liable in any way to Members. BLoyalty may, at its sole discretion, remove any or all Members from the Program at any time.

5 The Program is operated by BLoyalty Sdn Bhd of Lot 13-01A, Level 13 (East Wing), Berjaya Times Square, No. 1, Jalan Imbi, 55100 Kuala Lumpur. BCards are issued by, and shall at all times remain the property of, BLoyalty Sdn Bhd.

6 Membership is open to individuals who are 18 years of age and above. Residents and non-residents of Malaysia may apply for membership.

7 BCard is a privilege card and is non-transferable. It is not a credit card, debit card or a charge card.

8 BCard is given out to Members, without charge, with a minimum purchase at participating Merchants’ outlets. Alternatively, customers are also given an option to purchase BCard at RM5 per card or at such price as BLoyalty may determine.

9 A Member may use BCard only in participating Merchants’ outlets or at such places or on such items as BLoyalty may specify from time to time.

10 No annual fee will be charged for the Membership.

11 BCards must be presented to the cashier of the participating Merchants’ outlets BEFORE each purchase to record the amount spent. BCARDS PRESENTED AFTER THE TRANSACTION WILL NOT BE ACCEPTED FOR POINT ACCUMULATION.

12 There shall be no accumulation of Points for backdated receipts, special savings, offers, bulk purchases and sales, unless otherwise stated.

13 POINT ACCUMULATION WILL BEGIN FROM NIL. Members are advised to keep all receipts for at least 6 months of each qualifying period in the event of discrepancies in the accumulated Points.

14 Points expire 36 months after issuance on a first in first out basis. Points are not transferable.

15 Points will be awarded at the rate agreed between B Loyalty and Merchant when a Member purchases goods (except for vouchers) at participating Merchant's outlets. B Loyalty may alter the method and rate at which Points are awarded at its discretion from time to time. Each Point is equivalent to the value of RM0.01 (1 Sen) or such other value as B Loyalty may revise from time to time.

16 Points will also be awarded for the value of Rewards when a Member redeems for Rewards at Merchant's outlets, except at certain Merchant outlets (please refer to the Website for further information). A Member may redeem some or all his Points for Rewards subject to the Member complying with the procedures for redemption. Points may be redeemed at the participating Merchant's outlets, through the Website or by any other methods as B Loyalty may establish. Redemption of Points will be processed after the application details for redemption has been received by B Loyalty. Once redemption has been accepted by B Loyalty, it cannot be cancelled, exchanged or returned. Points cannot be exchanged for cash and can only be used for redemption of Rewards. Rewards may be redeemed by a Member using Points or a combination of Points plus cash/ vouchers. No Points will be issued if redemption is made by a Member online through the Website. On confirmation of redemption, Points redeemed will be deducted from the Member's account and if applicable, additional Points equivalent to the value of Rewards will be added to the Member's account. All Rewards are subject to availability and further subject to all applicable legal rules and the terms and conditions (including booking requirements, cancellation restrictions, return conditions, warranties and limitations of liability) as imposed by the supplier of the Reward and B Loyalty. B Loyalty makes no representation or warranty of any kind (whether express or implied) with regards to the condition, fitness for purposes, merchantable quality or otherwise of any Rewards redeemed. When Points are redeemed for a Reward that is to be supplied by a third party, B Loyalty may (but is not obliged to) act as an intermediary between the Member and the third party. B Loyalty will use its best endeavours to ensure such Rewards are supplied by the third party. B Loyalty shall not however be responsible for any failure or delay by a third party to supply such Reward, or loss or damage to such Reward during delivery. Points cannot be redeemed until they are credited into the Membership account of the Member. Points will be recorded in the Member's account only after the Merchant has notified B Loyalty of the details of the relevant transaction which Points are issued. The Points will be recorded in the Member's account depending on the frequency of notification from the respective participating Merchants.

17 B Loyalty may, at its discretion, replace or substitute any advertised Reward with a similar Reward.

18 A Member may check his Points online at the Website or via short messaging service (SMS). Charges will apply for checking of Points via SMS.

19 In the event of a failure or breakdown of any equipment or system used in connection with the Program, B Loyalty may refuse request for redemption or to award Points on any transaction. B Loyalty and the Merchants shall not be responsible or liable in any manner in the event Points are not awarded or redemption cannot be made or a Member is unable to check his Points, due to any failure in the equipment or system used in connection with the Program.

20 The use of the Website is at the Members' risk. Members are responsible for the security of their user login and password. B Loyalty accepts no liability for the disclosure of the user login or password by the Member to a third party, whether intentionally or not. B Loyalty reserves the right to block a Member from accessing his account online if B Loyalty has reasonable grounds to suspect that fraud or misconduct

has been committed by the Member or a third party. While BLoyalty uses reasonable efforts to include up to date information in the Website and in all its publications, BLoyalty makes no warranties or representations as to their accuracy, reliability, completeness or otherwise. The contents, materials, products or other services available in BLoyalty's publications or accessible through the Website are on "as is" and "as available" basis. BLoyalty disclaims all warranties (express or implied) including but not limited to, merchantability, 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 Website. BLoyalty does not warrant that the Website will be error-free, free of viruses, bugs or other harmful components or access to the Website will be uninterrupted. Members are responsible to implement security measures in their computers before accessing the Website. BLoyalty shall not be liable in any way for any direct, indirect, punitive, incidental, consequential or other damages howsoever arising out of (i) the use of, or access to, the Website; or (ii) delay or inability to use or access the Website; or (iii) for any content, information, material, products or services published in, posted on, advertised in or obtained through BLoyalty's publications or the Website.

21 The conditions of use stated on the reverse of the BCard form part of the Terms and Conditions herein and in the event of any conflict, the Terms and Conditions contained herein shall prevail.

22 A Member may apply for a new BCard if it is lost or stolen, subject to payment of any charges or such other terms, if applicable, imposed by BLoyalty for replacement of card. The Points balance at the time the BCard was lost or stolen may (at the sole discretion of BLoyalty) be transferred to the new BCard.

23 Notification of any matter in relation to the Program shall be deemed given to Members if it is made via any one of the methods below: by posting on the Website; or by sending an email to Members who have provided email address to BLoyalty; or by publication in a newspaper; or sending by ordinary post to the last known address of Members appearing in BLoyalty's records.

24 If BLoyalty sells or transfers the Program to another party, BLoyalty may transfer all of BLoyalty's rights and obligations under these Terms and Conditions without any consent from any Member. BLoyalty may further disclose and transfer all and any information and data which BLoyalty holds or which resides in the system of BLoyalty in relation to the Members and all transactions made by Members, including purchase and redemption transactions ("Information") to the new transferee, or disclose any such Information to a prospective new buyer. The Member hereby unconditionally and irrevocably agrees to such transfer and disclosure of the Information to the new transferee or the prospective new buyer.

25 BLoyalty will only be liable to a Member (and not any other third party) who suffers loss in connection with the Program arising from Points being wrongly deducted or non-credit of Points entitled by a Member and in such a case, BLoyalty's sole liability will be limited to crediting to the relevant Member's account such Points which have been wrongly deducted or should have been credited but were not. BLoyalty shall not be responsible where: (i) there is no breach of a legal duty of care owed to such Member by BLoyalty or by any of BLoyalty's employees, staffs, authorized personnel or agents; or (ii) such loss or damage is not a reasonably foreseeable result of any such breach at the time BLoyalty enters into this agreement with such Member; or (iii) any increase in loss or damage resulting from breach by such Member of the Program.

26 BLoyalty and the Merchants are not responsible or liable to the Members for indirect, consequential or economic losses, loss of profits, loss of opportunity or punitive damages of any kind.

27 BLoyalty may further establish rules, procedures and policies in relation to any matter regarding the Program, 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 BLoyalty, including FAQ, advertising or promotional materials.

28 These Terms and Conditions are governed by the laws of Malaysia and Members shall submit to the exclusive jurisdiction of the courts of Malaysia.

29 B Loyalty maintains a call centre for enquiries from Members. If you have any enquiries please contact the call centre number notified on the Website from time to time.

30 Some material on the Website and other B Loyalty promotional materials is the intellectual property of participating Merchants, or other third parties. B Loyalty obtained their consent to use such intellectual property. Members have no right to use such intellectual property.

31 Each exclusion or limitation of liability in these Terms and Conditions shall also apply for the benefit of each of the participating Merchants and their employees or agents.

Policy on Privacy and Data Protection

B Loyalty will collect personal information provided by Members when they sign up with B Loyalty as Members and any additional information provided to B Loyalty from time to time in connection with services, feedback or surveys relating to the Program. Members' information will also be collected when Members use their B Cards. B Loyalty will ensure that Members' information will be held, retained and used in compliance with all data protection laws.

Members' information will be used by B Loyalty and shared with Merchants and entities providing services for B Loyalty (including consultants, agents, data processors, vendors, supplier of Rewards) for use in connection with management and operation of the Program (including without limitation, identification of Members, communication with Members, resolving a dispute, fulfilling Members' redemption requests, participation in promotional activities, surveys or contests) and for research and statistical purposes to analyze customer profile, behaviour, trends and activities. B Loyalty will also disclose Members' information to the relevant parties or authorities as required by, and in compliance with, any applicable laws, rules, regulations, directives or orders.

B Loyalty will observe all rights granted to Members under all data protection laws. Members are responsible to ensure that all information provided to B Loyalty is accurate and kept up to date. If there is any change of address or other details of Members, Members must notify B Loyalty at the contact particulars below to correct such information. Members are therefore recommended to check the information provided to B Loyalty to ensure that they are accurate. B Loyalty will update Members' records upon notification by Members of change of address or other details.

B Loyalty may use Members' information to send materials to or contact Members on special offers, exclusive gifts, promotions, events, surveys, research and other news about products and services ("marketing programmes") of Merchants and B Loyalty's selected partners which may be of interest to Members through post, emails, telephone calls, text messaging or other means of communication. B Loyalty may also share Members' information with Merchants and B Loyalty's selected partners so that they may also send materials to and contact Members on their marketing programmes in the same manner. Members may at any time request B Loyalty to stop sending the marketing programmes or to cease sharing Members' information with other parties for direct marketing purposes by notifying B Loyalty at the contact particulars below. Members who do not wish to receive further marketing materials from B Loyalty will still receive communications from B Loyalty about the Program, Membership entitlements and benefits. Members may contact B Loyalty via post, telephone, fax or email at: -

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