

TERMS AND CONDITIONS OF WCT BUDDY LOYALTY PROGRAMME

WCT Buddy is a loyalty programme managed and operated by WCT Malls E-Shop Sdn Bhd [Company No. 201301036888 (1066717-A)] (“WCTMES” or “we” or “us” or “our”) through the Mobile Application and Website for WCT Buddy.

DEFINITIONS

Unless the context shall otherwise require, the following expressions wherever used in these Terms and Conditions shall have the following meanings:

“**Member**”, “**Members**”, “**you**” or “**your**” means an individual who has registered as a member of WCT Buddy and was issued a valid Member ID.

“**Member ID**” means the unique identification number assigned to Members in the WCT Buddy Account.

“**Merchant**” means a retailer, partner or any other person or corporation that has signed up to participate in WCT Buddy.

“**Mobile Application**” means the WCT Buddy mobile application.

“**Personal Data**” means the personal data submitted or made available by Members to us from time to time including but not limited to name, date of birth, age, Malaysian Identification Card number, passport number or such other personal identification number, race, nationality, e-mail address, address and contact number and other personal data which is submitted or made available by Members to us from time to time and all other personal data we again collect from you on any subsequent occasion.

“**Points**” means the loyalty and/or reward points which Members earn from transactions of Qualifying Purchases from any Merchant or at WCT E-Shop, or other initiatives or under any other programme devised and/or managed by WCTMES and/or its related corporations from time to time.

“**Qualifying Purchase**” means the qualifying purchase of goods and/or services from the Merchant and WCT E-Shop as shall be determined by WCTMES at its absolute discretion, subject always to requirement for submission of Receipt by Members and successful processing, evaluation and verification of the submitted Receipt by WCTMES.

“**Receipt**” means same day purchase receipt from any purchase, including Qualifying Purchase, made by Members at the Merchant or at WCT E-Shop.

“**Rewards**” mean collectively, the goods services offers rewards gifts and deals listed by WCTMES for purchase or redemption by Members.

“**WCT Buddy**” means the loyalty and rewards programme managed and operated by WCTMES including any upgraded, revamped or amended features and/or benefits as shall be determined by WCTMES at its absolute discretion subject to the terms of use of WCT Buddy, WCTMES Policies or as may be stipulated by WCTMES or its affiliates from time to time.

“**WCT Buddy Account**” means the WCT Buddy membership account containing amongst others the Personal Data of the Member, Member ID, Points and Qualifying Purchase or redemption transactions and any other related transaction relating to the WCT Buddy.

“**WCT E-Shop**” means the online platform developed and managed by WCTMES which allows Members to purchase products and services from various merchants listed on WCT E-Shop and earn Points.

“**WCTMES Policies**” means the additional terms and conditions contained in policies published or which may be published from time to time by WCTMES to govern, guide and better facilitate the efficient and effective use of WCT Buddy which apply to any user of WCT Buddy (including Merchants, Members and/or services providers), which shall include without limitation WCTMES’s terms and conditions and personal data protection notice.

“**Website**” means the WCT Buddy website.

1. INTRODUCTION

1.1 WCT Buddy is a loyalty and rewards programme where Members are issued a Member ID in their

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WCT Buddy Account which can be used to enjoy WCT Buddy membership benefits including but not limited to earning points from Qualifying Purchase from Merchants or WCT E-Shop and the redemption or purchase of Rewards, subject to the terms and conditions hereinbelow.

- 1.2 By signing up and registering as a Member, you:
- (a) shall be deemed to have read, understood and accepted these Terms and Conditions and the Personal Data Protection Notice;
 - (b) warrant and represent that all Personal Data provided by you to us is true, accurate and complete;
 - (c) consent to the processing of your Personal Data by us in accordance with our Personal Data Protection Notice; and
 - (d) acknowledge and agree that in order for us to enable you to enjoy the benefits under WCT Buddy, you shall consent to the disclosure, transfer, retrieval, updating and processing of the Personal Data by us. For avoidance of doubt, if the Personal Data compulsorily required by us (marked with asterisk (*)) for the purposes stated herein are not provided by you, we are unable to proceed with registering you as a Member.

2. APPLICATION AND MEMBERSHIP

- 2.1 WCT Buddy is available on Mobile Application, online registration through the Website or registration at the customer service counters located at the retail malls listed [here](#) (“WCT Malls”) or by such other means as may be determined by us from time to time at our sole discretion.
- 2.2 WCTMES reserves the right to impose a membership fee (for sign up and/or renewal) at our sole discretion.
- 2.3 Each Member is only entitled to have one (1) WCT Buddy Account and Member ID. Members are not allowed to have multiple WCT Buddy Accounts and one (1) email address shall only be allowed for registration of one (1) WCT Buddy Account and Member ID. We keep a record of all Members’ email addresses and our system recognise duplication of email address. We shall automatically reject all applications for membership with a duplicate email address.
- 2.4 We reserve the right to reject any application and/or decline any application for membership at our sole and absolute discretion without assigning any reasons whatsoever and our decision shall be final and conclusive.
- 2.5 In the event that we determine or have reason to believe that any information provided by you to us is not current, is inaccurate or is incomplete in any way or that false or misleading registration information has been provided to us, we reserve the right to either suspend or terminate the membership.
- 2.6 Any Points that are awarded as a one-time bonus for registering as a Member is strictly non-transferable to any other WCT Buddy Account or exchangeable for cash.
- 2.7 In the event that a Member does not submit at least six (6) valid receipts for a period of twelve (12) consecutive months, the said Member’s membership may be terminated by us at our sole discretion.
- 2.8 Members are required to update their personal particulars on the Mobile Application, Website, at the customer service counters located at WCT Malls or by such other means as may be determined by us from time to time at our sole discretion.

3. POINTS EARNING

- 3.1 Points may be earned by Members when they make a Qualifying Purchase from the Merchants or on WCT E-Shop.
- 3.2 To be eligible to earn Points after making a Qualifying Purchase, Members must submit their

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Receipt on the same day of purchase to us for processing, evaluation and determination of validity using any one of the following methods:

- (a) scanning the Receipt using the Mobile Application;
- (b) scanning the Receipt at the Merchant's cashier counter at WCT Malls, where a QR code shall be provided for Members to scan upon purchase and submit the Receipts on WCT Buddy;
- (c) uploading a digital copy of the Receipt on the Mobile Application or Website in the prescribed format; or
- (d) by such other means as may be determined by us from time to time at our sole discretion.

3.3 Notwithstanding any provisions herein, the criteria for Qualifying Purchase may vary from Merchant to Merchant and shall be determined at our sole discretion.

3.4 A Member is allowed to submit a maximum of three (3) Receipts from the same Merchant and three (3) Receipts from WCT E-Shop per day. For the avoidance of doubt, the Merchant herein this Clause refers to a single Merchant.

3.5 Points will not be credited into a WCT Buddy Account unless and until the submitted Receipt is processed, evaluated and determined by us to be valid. We reserve sole and absolute right to reject any Receipt that are invalid and any such decision by us shall be considered final, conclusive and binding upon the Members.

3.6 We may cancel and/or otherwise deduct Points that have already been credited into a WCT Buddy Account at our sole and absolute discretion without having to assign any reason and without any liability to the Members.

3.7 We do not make any warranty as to the time taken to complete the processing, evaluation and verification of the Receipts. In addition thereto, we may delay crediting Points into a WCT Buddy Account until we have verified to our satisfaction that a Member is not in breach of any of these Terms and Conditions or the WCTMES Policies or any other terms and conditions as may be stipulated by WCTMES or its affiliates at any time from time to time.

3.8 Any and all Points in a WCT Buddy Account shall be automatically voided upon cancellation or termination of membership, howsoever caused. For the avoidance of doubt, Members shall not be entitled to any compensation in respect of any Points which are voided.

3.9 Members may check the number of Points through the Mobile Application, Website, at the customer service counters located at WCT Malls or such other means as may be determined by us from time to time at our sole discretion.

3.10 Points may also be earned from Qualifying Purchases made at WCT E-Shop, subject always to Clause 4 herein and the terms and conditions applicable to WCT E-Shop, the WCTMES Policies or any terms and conditions as may be stipulated by WCTMES or its affiliates at any time from time to time.

4. WCT E-SHOP

4.1 Every spending of Ringgit Malaysia (RM1.00) of a Qualifying Purchase by a Member at WCT E-Shop shall entitle a Member to one (1) Point.

4.2 In the event of a cancellation, return and refund of any orders made at WCT E-Shop, any Points which have been credited to the WCT Buddy Account will be deducted and an e-mail notification shall be sent to the Member.

4.3 Points shall not be issued in respect of any delivery fees and packaging fees.

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5. POINTS VALIDITY PERIOD

- 5.1 Points shall have a validity period of twelve (12) months calculated from the day of purchase until the termination of membership, whichever is earlier. Upon the expiry of the Points, the Points will automatically become null and void.
- 5.2 We reserve sole and absolute discretion to amend the validity period of the Points from time to time.

6. REWARDS PURCHASE OR REDEMPTION

- 6.1 Members are eligible to utilise Points to redeem or purchase Rewards.
- 6.2 Any redemption request made by a Member once successful, cannot be revoked, cancelled or changed by the Member. All Points that have been redeemed will be deducted from the WCT Buddy Account. For the avoidance of doubt, any request for redemption of Rewards by any Member with insufficient Points will not be processed.
- 6.3 Points are strictly not exchangeable for cash.
- 6.4 In order to purchase or redeem any Rewards, the WCT Buddy Account must be in good standing and not cancelled, suspended or terminated (either by us or by the Member) at the time of a redemption request.
- 6.5 Points may, where applicable, be utilised fully or partially to redeem the Rewards. In the event where only part of the Points are utilised, the Member shall be required to pay the balance in cash and which payment sum shall be determined by us at our absolute discretion.
- 6.6 When a Member redeems the Points for Rewards with a nature of an electronic deal or a deal of a similar nature, we will proceed to deduct the number of Points required for such redemption from the Member's WCT Buddy Account.
- 6.7 Purchase or redemption of Rewards may be made via the Mobile Application, on the Website or by the Members personally attending and presenting their Malaysian Identification Card number, Malaysian permanent resident card, work permit or passport for purpose of verification of the Member's identity at the customer service counters located at WCT Malls or via any other means as may be determined by us from time to time at our sole and absolute discretion.
- 6.8 The types of Rewards and the number of Points required for the redemption thereof shall be determined at our sole and absolute discretion. For the avoidance of doubt, we may from time to time amend the number of Points required for redemption of Rewards without prior notice to you.
- 6.9 Rewards offered for redemption are subject always to availability. WCTMES shall endeavour to remove any Rewards that have reached a redemption limit or are out of stock. However, if such Rewards have already been redeemed by you, the Points deducted from your WCT Buddy account shall be returned to you within three (3) working days.
- 6.10 To the maximum extent permitted under applicable laws, we do not make any warranty or representation on any product or service offered as Rewards and shall not accept any liability in respect of any such Rewards. We shall not be responsible for any defect or deficiency in the Rewards supplied by any Merchant to the Members.
- 6.11 Any dispute arising from or relating to the products or services received as Rewards shall be settled between the Member and the Merchant, as supplier of the Rewards. We shall not be responsible for resolving any such disputes or be liable for any claim arising from or relating to the Rewards and/or the redemption process.
- 6.12 Upon redemption, Rewards shall not be exchanged for cash and/or Points and/or any other Rewards. Refunds and/or replacements of Rewards will not be entertained.
- 6.13 Suspected or actual fraud and/or suspected or actual abuse relating to the accumulation of Points may result in forfeiture of accumulated Points, cancellation of a Member ID and cancellation of the

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membership. No appeals whatsoever will be entertained.

- 6.14 Former Members with a record and history of committing actual or suspected fraud or abuse shall not be able to create a new WCT Buddy Account and any and all applications for a new WCT Buddy Account shall forthwith be rejected. However, in the event for any reason such former Members are able to create a WCT Buddy Account, we reserve absolute right and discretion to forthwith terminate the membership. No appeals whatsoever will be entertained.
- 6.15 Information supplied by Members for purpose of redemption of Rewards may be used by us or the Merchants for their administrative, public relations and marketing purposes and the Members thereby consent to the same.
- 6.16 Notwithstanding the provisions of this Clause 6 and for the avoidance of doubt, Rewards may, where applicable, be available for cash purchase only without an option for redemption.

7. VOUCHERS

- 7.1 Members may obtain or request for the issuance of digital electronic vouchers (“**Voucher**”) through WCT Buddy by the conversion of Points to Voucher, such conversion rate of Points to Voucher shall be determined by WCTMES at its sole and absolute discretion. For the avoidance of doubt, the Voucher herein shall not in any way be confused with Physical Vouchers (which are in hard copy printed form) as stated in our Frequently Asked Questions (FAQ)
- 7.2 The Voucher shall be issued in denomination(s) of Ringgit Malaysia Ten (RM10.00) with the minimum value being RM10.00, up to such maximum value as may be prescribed by WCTMES from time to time.
- 7.3 The total number of Voucher (and their aggregate value) shall appear in the WCT Buddy Account upon WCTMES’ approval of the Member’s request for issuance. Members shall be solely responsible to verify the details of each Voucher issued upon the receipt thereof and to immediately notify WCTMES of any error or discrepancy. WCTMES shall not be obliged to provide any refund of the Voucher after seven (7) days from the date of issuance of the Voucher.
- 7.4 The Voucher is strictly not exchangeable for cash and cannot be transferred or gifted to any other person, including to another Member.
- 7.5 The Member shall agree to abide by the terms and conditions of the Voucher (including but not limited to the validity period thereof), the WCTMES Policies or the terms and conditions as may be stipulated by WCTMES or its affiliates at any time from time to time. WCTMES shall be entitled to reject the Members’ request for issuance of Voucher if the Members are in breach of any of the terms herein these Terms and Conditions.
- 7.6 In order to utilise the Voucher for a transaction with a Merchant, the Member must present to the Merchant the relevant QR code (or code in any other form) on the Member’s mobile device or such other methods as may be determined by WCTMES from time to time at the point where payment is to be made to the Merchant or such time as the Merchant may require. If the aggregate value of Voucher presented to a Merchant is less than the amount payable to the Merchant, the difference shall be paid by the Member in cash or such other means as the Merchant may permit. No refund shall be given if the value of the Voucher presented to a Merchant exceeds the amount payable to the Merchant.
- 7.7 Any Voucher issued by WCTMES to the Members is subject always to acceptance by the Merchants. The Merchants reserves the right to refuse the Voucher or to amend the terms and conditions of the Voucher as it deems fit or necessary at any point prior to or during a transaction with the Merchant without prior notice.
- 7.8 Each Voucher issued by WCTMES to the Members shall be at the sole risk of the Member. A Merchant may decline to accept any Voucher which has been unlawfully obtained or has expired or been voided or appearing to be false, a counterfeit, damaged, defaced or tampered with. WCTMES shall not be liable in any manner to replace any Voucher that has been unlawfully obtained or has expired or been voided or appearing to be false, a counterfeit, damaged, defaced or tampered with.

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- 7.9 All Points which are unsuccessfully converted to Voucher shall be returned to the WCT Buddy Account within three (3) working days without any obligation on WCTMES to assign any reason whatsoever to the Member.
- 7.10 Members may report any unauthorised or erroneous transaction with respect to any Voucher to WCTMES through the reporting channel made available on or as specified in WCT Buddy for WCTMES' further action in accordance with the WCTMES Policies or the terms and conditions as may be stipulated by WCTMES or its affiliates at any time from time to time. Members may be required to submit such document and information as WCTMES may require in connection with such unauthorised or erroneous transaction.
- 7.11 Notwithstanding any provision herein these Terms and Conditions, the Member shall address and/or resolve any question, dispute or claim relating to any goods and/or services directly to or with the Merchant from whom the goods and/or services were obtained. WCTMES and its affiliates shall not be liable for any claim, demand, loss, cost, expense or liability of any kind (whether direct, indirect, special, consequential or otherwise) which may be suffered or incurred by the Member:
- (a) in using or attempting to use any Voucher (in any way and for any purpose);
 - (b) in relation to any goods and/or services provided or to be provided by a Merchant (including for any defect, damage, disruption, failure and/or unavailability); or
 - (c) in connection with any act or omission by a Merchant (including the refusal of a Merchant to accept, recognise or honour any Voucher).

8. UNAUTHORISED USE OF MEMBER ID

- 8.1 In the event of any abuse or unauthorised use of the Member ID, including but not limited to the circumstance where the Member ID is released to any unauthorised third party for purposes of redemption of Rewards, we will block the redemption function of the Points in the WCT Buddy Account upon issuance of such notification to the Member.
- 8.2 WCTMES shall not be held liable in any manner for any damage or loss suffered by the Member in relation to any transactions arising from any unauthorised use of the Member ID and/or unauthorised disclosure of any password and/or personal details to any unauthorised third party by the Member.
- 8.3 The Member shall be solely and fully liable for all transactions arising from any unauthorised use of the Member ID, including but not limited to where the Member is a party itself to any such unauthorised transactions effected through the use of the Member ID by any unauthorised third party.
- 8.4 Notwithstanding that the Member may have exercised all reasonable precaution to prevent unauthorised use of its Member ID, the Member shall indemnify and keep WCTMES indemnified against any loss, damage, expense or claim, including but not limited to where any investigation conducted by us shall thereafter reveal that the disputed transaction(s) were correct or legitimate.
- 8.5 Our findings in any investigation conducted pursuant to this Clause shall be conclusive, final and binding on the Member.
- 8.6 The above shall be without prejudice to all WCTMES' other rights and remedies in respect of or arising out of any unauthorised use of the Member ID.

9. ABUSE OF WCT BUDDY BENEFITS

- 9.1 In the event of any abuse by the Member of WCT Buddy benefits, including but not limited to submission of false or fraudulent Receipts for the purpose of earning Points, WCTMES will upon such discovery forthwith terminate the membership without any notice to the Member and Clause 6.14 shall apply. Our discovery pursuant to this Clause shall be conclusive, final and binding on the Member and shall be without prejudice to all our other rights and remedies in respect of or arising

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out of any abuse of WCT Buddy benefits.

- 9.2 The Member shall be solely and fully liable for all transactions arising from any abuse of WCT Buddy benefits, including but not limited to where the Member is a party itself to any such abuse.
- 9.3 For the avoidance of doubt, the examples of abuse of WCT Buddy benefits are non-exhaustive and may include further or other forms of abuse as deemed fit by WCTMES at its sole discretion.

10. SUSPENSION OR TERMINATION OF WCT BUDDY

- 10.1 We may at our sole and absolute discretion, without prior notice to you, suspend WCT Buddy for any reason whatsoever as we deem fit.
- 10.2 We may at our sole and absolute discretion terminate WCT Buddy by giving you thirty (30) days' written notice of the termination and/or the effects of the termination thereof to allow Members time to utilise the Points, failing which the Points shall be forfeited absolutely upon the termination of WCT Buddy subject upon the WCTMES Policies or as may be stipulated by WCTMES or its affiliates at any time from time to time. We shall thereupon cease to operate WCT Buddy upon the termination of WCT Buddy

11. CANCELLATION OF MEMBERSHIP BY MEMBER

- 11.1 Members may at any time on their own accord cancel the membership by sending a notice in writing to WCTMES, whereupon upon acknowledgment by WCTMES, usage of the WCT Buddy Account and Member ID will forthwith cease.
- 11.2 The cancellation of membership is an irreversible process and the cancelled membership cannot be reinstated in any manner whatsoever.
- 11.3 Any Points accumulated and/or remaining in the WCT Buddy Account at the time of cancellation will be forfeited absolutely without any compensation whatsoever.

12. PERSONAL DATA

- 12.1 Please refer to our Personal Data Protection Notice [here](#).
- 12.2 We will destroy and/or permanently delete all Personal Data provided by you to us upon the cancellation of your membership and WCT Buddy Account and/or termination of WCT Buddy.

13. DISCRETION AND AUTHORITY

- 13.1 Notwithstanding any provision herein to the contrary and without prejudice to the other terms herein these Terms and Conditions, we are entitled at any time at our absolute discretion without liability, without notice and without giving any reason to you, to do any of the following:
- (a) suspend or terminate your membership entirely whether or not you are in default of any of these Terms and Conditions;
 - (b) refuse to approve or grant you membership;
 - (c) introduce, amend, restrict, suspend or terminate all or any of the benefits, services, facilities and privileges in respect of or in connection with your membership;
 - (d) change the name of WCT Buddy to another name of our choice; and/or
 - (e) suspend or terminate WCT Buddy.
- 13.2 We reserve the right to deduct from your Points balance without prior notification to you in the following circumstances:

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- (a) any Points which are fraudulently or suspected to be fraudulently acquired claimed or recorded;
- (b) any Points that are acquired accumulated or claimed through abuse or unauthorised use of the WCT Buddy Account;
- (c) any Points which are erroneously recorded by WCTMES; and
- (d) any Points relating to a Qualifying Purchase which is or has been cancelled.

The above circumstances are non-exhaustive and may be supplemented, added and/or removed by WCTMES at any time from time to time at its absolute discretion.

- 13.3 Without prejudice to the other terms herein these Terms and Conditions, Members are prohibited from engaging in wilful misconduct or breach of these Terms and Conditions and any rules governing WCT Buddy, including but not limited to the abuse of usage of the Member ID, fraudulent acquisition, claim or redemption of Points or abuse of any benefits as a Member. WCTMES reserves the right to suspend or terminate the membership and to forthwith cancel any transaction and/or redemption made by the Member, without prejudice to WCTMES' other rights and remedies.

14. INDEMNITY

- 14.1 Without prejudice to any provisions herein, you shall hold us harmless and indemnify us against any liability for loss, damage, costs and expenses (legal or otherwise including all costs on a solicitor and client basis) which we may incur by reason of the provisions herein or in the enforcement of our rights hereunder.

15. MISCELLANEOUS

- 15.1 WCTMES may amend these Terms and Conditions from time to time at our sole discretion upon posting the amended version thereof on the Mobile Application and Website and by the Members' continued usage of WCT Buddy, the Members shall be deemed to have agreed to be bound by these Terms and Conditions.
- 15.2 Words denoting the singular include where the context so admits the plural and vice versa.
- 15.3 The headings to the Clauses and Sub-Clauses of these Terms and Conditions are inserted for convenience of reference only and shall be ignored in construing the provisions of these Terms and Conditions.
- 15.4 These Terms and Conditions shall be governed and construed in accordance with the laws of Malaysia and the courts of Malaysia shall have exclusive jurisdiction hereto.