

TMT.MY Loyalty Program Terms and Conditions

1. Definition and Interpretation

- 1.1. “Customer”, “Member”, and “Applicant” collectively refer to individuals who are either applying for or are currently enrolled as members in the TMT.MY Loyalty Program.
- 1.2. “Loyalty Program”, “Program” and “Membership” denotes the TMT.MY Loyalty Program, inclusive of all its associated benefits, obligations, terms and conditions.
- 1.3. “TMT” refers to Thunder Match Technology Sdn. Bhd. (Company No.: 200101005756 [541512-U]), which business address is presently located at H-G-5 and H-G-6, Lorong Mahir 9, Connaught Avenue, Taman Bukit Cheras, 56000 Kuala Lumpur, trading under the name “TMT”.
- 1.4. “Agreement” and “Terms and Conditions” refers to the official documentation, terms, and conditions outlined in the document herein, which comprehensively outlines the terms, and other essential details of the Loyalty Program provided by TMT. This Agreement serves as the governing document for TMT.MY Loyalty Program and establishes the rights, obligations, and expectations of the Customer, TMT, and any involved parties.
- 1.5. “Appropriate Authorities” means any governmental, semi or quasi-governmental and/or statutory departments, agencies or any privatised corporation.
- 1.6. The terms “parties” or “party” shall mean TMT and/or the Customer.

2. Agreement and Consent to Terms and Conditions

- 2.1. The terms and conditions detailed in this agreement, in conjunction with TMT official invoice (the “Invoice”) and quotation (the “Quotation”), collectively constitute the entire agreement between TMT and the Customer, and supersedes any prior agreements, understandings, assurances, or representations whether written or verbal. Any terms or conditions implied by law that are applicable to TMT are excluded, except as provided by common sense or equity. No variations to these terms and conditions will be effective unless expressly agreed in writing and signed by TMT.
- 2.2. By placing an order, making a purchase, or otherwise engaging in business with TMT, this signifies that the Customer understands, acknowledges, agrees, and accepts the terms and conditions herein.
- 2.3. In case non-English language version of this Contract is prepared and any dispute arises over the meaning of any provisions under this Contract, the English language version shall prevail, and the relevant part of the non-English language version shall be deemed to be automatically amended to conform with and be consistent with the English language.
- 2.4. All decisions by TMT in regards to this Agreement program are final, conclusive and binding.

3. Amendments and Updates of Terms and Conditions

- 3.1. TMT reserves the right to amend, modify, or update these Terms and Conditions at its sole discretion without prior notice.

- 3.2. Any changes to these Terms and Conditions will become effective immediately upon posting on TMT's designated communication channels. TMT shall not be liable to provide any form of compensation to Members in the event of such modifications.
- 3.3. It is the responsibility of the Customer to review these Terms and Conditions periodically for any updates or amendments.
- 3.4. By continuing to engage in business with TMT after any modifications to the Terms and Conditions have been posted, the Customer acknowledges and agrees to abide by the revised Terms and Conditions.

4. Membership Eligibility and Enrolment

- 4.1. Applicants to the Program is limited to individuals only and is limited to one account per individual. Applicants must be age 18 and above and a legal resident of Malaysia to be eligible for the Membership.
- 4.2. By submitting an application for Membership in the Program and registering an account with TMT.MY, the Applicants agrees to be bound by the Terms and Conditions herein. Once enrolled, the Membership is valid for a lifetime subscription, subject to these Terms and Conditions.
- 4.3. Applicants will need to submit their personal information as may be prescribed (e.g., full name as per IC, National Registration Identity Card (NRIC) or Passport Number, age, date of birth, contact number, email address, correspondence address, ethnicity) to register for the Membership. Applicants are obligated to supply their data to TMT that is correct, up-to-date, and accurate.
- 4.4. Members also have the responsibility of promptly informing TMT of any changes to their personal data by updating their information on their Profile to ensure that the information held by TMT remains accurate, complete, and up to date.

5. Earning and Redeeming Program Rewards

- 5.1. Under the program, Members earn T Gold ("points") for every One Ringgit Malaysia (RM 1.00) expended in TMT.MY, the points accumulation ratio will be based on the Member's Membership Tier. Points will be credited to Member's account three (3) days after a confirmed order, based on the Member's purchase history and eligible activities. Points are earned solely through the purchase of products and merchandise only. Expenditures on additional costs, including but not limited to delivery charges, service fees, taxes, gift cards, and any other vouchers or discounts not part of the Rewards Program, will not be eligible for point conversion.
- 5.2. Members may redeem their accumulated points at the rate of **100 T Golds for One Ringgit Malaysia (RM 1.00) only on TMT.MY**. Members may exchange points or redeem points for discounts, products, or services ("Rewards") as outlined in the Rewards Catalogue. Details of the Rewards available in the Reward Catalogue.
- 5.3. Points may be redeemed for Rewards to be determined by TMT in its sole discretion; provided, however, that in order for Members to redeem their points for any Reward, they must accumulate a minimum number of points as established by TMT. Members are able to redeem no more than one (1) of each Reward per transaction.

- 5.4. To maintain the integrity of the rewards program, Members are prohibited from executing arbitrage orders or any actions intended to manipulate point accumulation, refunds, or order processing. Any attempts to engage in such practices may result in the suspension or termination of membership, deduction from refund amount based on the highest rate among the most recent orders, or forfeiture of all points. TMT reserves the right to determine whether any purchase or order is considered as arbitrary.
- 5.5. In the event of a refund, return, or cancellation of an order in which points were redeemed, the points initially redeemed shall be recredited to the Member’s account. Conversely, any points accrued from such transactions shall be forfeited.
- 5.6. T Golds have no cash value, are non-monetary and cannot be converted into cash. TMT may, in its sole discretion, allow points to be redeemable for other items of merchandise from time to time. However, points are never redeemable for cash.
- 5.7. T Golds earned by members shall expire on the last day of the month of the year (“Expiration Date”), one (1) year from the date that the point was earned (“Earn Date”). For example:

Earn Date	Expiration Date
Any date in January 2024	31 st January 2025
Any date in February 2024	28 th February 2025
Any date in June 2024	30 th June 2025

- 5.8. Members can check their current available T Golds and the Expiration Date by checking their account on TMT.MY.
- 5.9. All points earned that are not utilised and redeemed by the end of the Expiry Date will expire and automatically forfeited without notice. Members are not allowed to recollect the expired points under any circumstances and there shall be no extension of time for such points beyond the Expiration Date and all expired points cannot be reinstated.
- 5.10. TMT reserves the right to modify the redemption value of T Golds, the eligible products or services for redemption, or any other aspect of the points redemption program at its sole discretion.

6. Membership Tiers and Benefits

- 6.1. **Membership Tier: Savvy**
 - a) Savvy status is the entry level conferred to Members who have completed their profile on TMT.MY. For every One Ringgit Malaysia (RM 1.00) spent on TMT.MY, Savvy Members may earn one (1) T Gold and are allowed to redeem these points for purchases/transactions on TMT.MY.
- 6.2. **Membership Tier: Whiz**
 - a) Whiz status is conferred to Members who spend a minimum of Eight Thousand Ringgit Malaysia (RM 8,000) on products and merchandise (excludes the purchase of e-gift cards, gift cards, expenditure costs including but not limited to delivery charges, service fees and taxes) on TMT.MY. The status will be awarded on the same day as the date when Members hit the minimum spend (“Tier Upgrade Date”).

- b) For every One Ringgit Malaysia (RM 1.00) spent on TMT.MY, Whiz Members may earn one (2) T Golds and are allowed to redeem these points for purchases/transactions on TMT.MY.
- c) Whiz Members must maintain a minimum total purchase amount of Four Thousand Ringgit Malaysia (RM 4,000) on products and merchandise (excludes the purchase of e-gift cards, gift cards, expenditure costs including but not limited to delivery charges, service fees and taxes) on TMT.MY, from the date of membership upgrade qualification until the anniversary of their account creation date (“Enrolment Date”) in the following year to retain their Whiz status.
- d) Failure to meet this minimum spend requirement by the anniversary of the Enrolment Date will result in the Member being downgraded to Savvy status. If the Member meets or exceeds the minimum spend requirement, they will retain their Whiz status for an additional year, until the subsequent anniversary of their Enrolment Date. For Example:

Enrolment Date	Tier Upgrade Date	Whiz Status Expiry
1 January 2024	5 May 2024	31 December 2025
Situation A: Member meets minimum purchase requirement		
Enrolment Date	Tier Requirement	Whiz Status Expiry
1 January 2024	RM 4,000 spent in 2025	31 December 2026
Situation B: Member does not meet minimum purchase requirement		
Enrolment Date	Whiz Status Expiry	Downgrade Date
1 January 2024	31 December 2025	1 January 2026

- 6.3. Members with incomplete or inaccurate information in their accounts shall not be eligible for point accumulation or any benefits outlined in this Agreement until their account information is fully completed and verified.
- 6.4. TMT may, in its sole discretion, alter, limit, or modify all Membership Tiers program rules, regulations, benefits, eligibility for membership, or any other feature of the Membership Tiers program, or may terminate the Membership Tier program at any time in its sole discretion, without prior notice by giving reasonable notice on TMT.MY and/or by email.
- 6.5. Membership in the Program may entitle Members to various offers (“Offers”) in addition to Rewards. The details of these Offers are set out from time to time on the Rewards Catalogue and on TMT.MY. Details and terms of any Offers as set out on the Rewards Catalogue and/or TMT.MY are valid as specified on the Rewards Catalogue and/or TMT.MY.

7. Data Privacy and Protection

- 7.1. By joining the Loyalty Program, Members consent to and expressly authorise collection, receipt, use, retention, and transfer, in electronic or other form, of their personal data by TMT.
- 7.2. Data collected includes but not limited to their name, NRIC number, contact details, date of birth, gender, marital status, nationality, preferred language, ethnicity, occupation, monthly income, and financial information.

- 7.3. TMT may collect, process, and store personal information about the Members in compliance with applicable data protection laws. The Member's information will be used solely for the purpose of the transaction and may be shared with third-party service providers or partners as necessary.
- 7.4. By engaging in business with TMT, Members consent to and expressly authorise collection, receipt, use, retention, and transfer, in electronic or other form, of their personal data by TMT.
- 7.5. Members understand and agree that their personal data may be transferred and/or disclosed to TMT's affiliates and authorised external parties from various countries around the world. Where your Personal Data has been transferred to any subsidiary, affiliate, or associated company of Thunder Match and/or to third parties located outside of Malaysia, TMT will use reasonable effort to ensure that the parties receiving this information will have or put in place organizational, contractual and legal measures and with adequate levels of protection implemented as well as compliance with any additional local legal requirements to safeguard their Personal Data.
- 7.6. Members at any time, have the right to:
 - a) Request access to a copy of the personal data we hold about you or information about the ways in which we use or disclose your personal data.
 - b) Request corrections or updates to any of your personal data that we hold about you.
 - c) Withdraw consent and request us to stop using and/or disclosing your personal data for any or all of the purposes outlined in above.
- 7.7. The collected data will be utilised by TMT for one or more of the following purposes: provision of products and services, internal record and marketing, fraud prevention and security, compliance purposes and other related purposes. For more details regarding TMT's Privacy Policy, please visit <https://www.tmt.my/pages/pdpa>

8. Changes, Termination, Cancellation and Removal from Loyalty Program

- 8.1. Members have the right to cancel their membership at any time by contacting TMT Customer Service at 03 – 2022 5532 or customerservice@tmt.my (10.00am – 6.00pm MYT Monday to Friday, excluding Public Holidays).
- 8.2. Account ownership and its membership points and benefits are non-transferable by any means.
- 8.3. TMT reserves the right to terminate, cancel, or suspend a Member's membership at its sole discretion and will affect the Member's eligibility for further participation in the Program, with or without notice, for any reason including but not limited to:
 - a) Abusing or breaching membership terms and conditions
 - b) Failure to follow any terms of the Program
 - c) Any misinterpretation and/or any conduct detrimental to the interests of TMT
 - d) Fraudulent or attempted fraudulent activities or transactions associated with the membership and member's account
 - e) Providing false information during registration
 - f) Misuse or abuse of Loyalty Program points and benefits
 - g) Non-payment of fees and charges
 - h) Death of the Member

- 8.4. Upon termination, cancellation or suspension of a membership whether by the Member or TMT in accordance with the Terms herein, the Member shall forfeit all rights and benefits associated with the Loyalty Program. Any points accrued or issued in the Member's account shall instantly and automatically expire. Termination, cancellation or suspension of a membership, for any reason, does not entitle the Member to a refund of any fees paid.
- 8.5. If for any reason the Program is incapable of running as planned for any reason, TMT reserves the right to in its absolute discretion to suspend or terminate the Program. In the event of such suspension or termination, TMT will notify the Members of the Program via email and/or website. Such notification shall be valid and effective immediately upon posting on TMT's designated communication channels. TMT shall not be liable to provide any form of compensation to Members in the event of such suspension or termination.

9. Limitation of Liability

- 9.1. To the extent permitted by law, in no event shall TMT, its directors, employees, or agents be liable for any direct, indirect, incidental, special, consequential, or punitive damages, or any loss of profits, revenues, or data, whether incurred directly or indirectly, or any loss of use, goodwill, or other intangible losses, arising out of or in connection with any products or services purchased at TMT outlets or sales channels, even if TMT has been advised of the possibility of such damages.
- 9.2. To the extent permitted by law, the limitations on TMT's liability set forth herein shall apply whether for breach or repudiation of contract, or whether in tort, civil liability by way of negligence, gross negligence, strict liability, or otherwise, event if advised of the possibility of such damage.
- 9.3. Any liability for breach of condition or warranty, whether implied by law or otherwise, is limited to repair, replacement, or cost reimbursement as stated in applicable laws. The customer shall indemnify and hold TMT harmless from any losses, claims, or damages arising from non-compliance with these terms. TMT's total liability for any claims related to its products or services shall not exceed the total amount paid by the Customer for the specific product or service giving rise to the claim.
- 9.4. By continuing to engage in business with TMT, the Members hereby willing agree that they have relinquished their rights to seek these damages from TMT and that this is a reasonable allocation of risk.

10. Governing Law & Jurisdiction

- 10.1. The laws of Malaysia shall govern the interpretation of these Conditions and any Agreements.
- 10.2. Members agrees that the courts of Malaysia have jurisdiction to settle any claims or disputes arising from these Conditions or any Agreements.
- 10.3. Any disputes arising from the application of these Terms and Conditions shall be resolved through negotiation and mediation. If mediation is unsuccessful, both parties agree to submit to the exclusive jurisdiction of the courts in Malaysia. The costs and fees associated with any dispute resolution, including but not limited to legal fees, mediation costs, and court-related expenses, shall be borne by the Member and are not the responsibility of TMT.

11. Miscellaneous

- 11.1. Any advice or actions of TMT's staff that contradict these terms & conditions shall not alter the terms and conditions herein.
- 11.2. Members must take reasonable care to ensure that all the information provided to TMT are full, complete, correct and honest and to the best of the Member's knowledge. Members have a duty to inform TMT of any changes in the information provided to TMT.
- 11.3. The failure by TMT to enforce any of the Terms and Conditions herein shall not be considered a waiver of its right to enforce any other term or conditions in the future. If any provision in these Terms and Conditions is determined to be invalid or unenforceable by a court of law, such term shall be deleted, and the relevant Contract shall remain in full force and effect. TMT and the Customer will negotiate in good faith to agree on mutually acceptable alternative provisions to replace the deleted clause.
- 11.4. Words denoting the singular include where the context so admits the plural and vice versa.
- 11.5. Words of the masculine gender include where the context so admits the feminine and neuter genders and vice versa.
- 11.6. Words denoting natural persons include where the context so admits corporations and firms and vice versa.
- 11.7. Any references to a specific statute include any statutory extension or modification amendment or re-enactment of such statute and any regulations or orders made under such statute and any general reference to "statute", or "statutes" includes any regulations or orders made under such statute or statutes.
- 11.8. References in this Agreement to any clause, sub-clause, paragraph or schedule without further designation shall be construed as a reference to the clause, sub-clause, paragraph or schedule to this Agreement so numbered.
- 11.9. Any reference to "law" shall be construed as to include, without limitation, any Act, ordinance, statutory or municipal, rule, regulation, ruling, decree or order enacted, issued or decreed by the Parliament of Malaysia, the Government of Malaysia or any bureau, minister, agency, courts, regulatory body, authority, legislative body or department thereof.
- 11.10. Where the context so requires, the words "hereof", "herein", "hereto", "hereunder", "hereafter" wherever used shall refer to this Agreement as a whole and not to any particular provision only.