1. Definitions

In these Terms and Conditions, unless the context otherwise requires:-

- "Account" means record of PLUSMiles Points, including Members' details and their registered PLUSMiles Card and/or Touch 'n Go Card;
- "Cardholder" means the holder of PLUSMiles Card or Touch 'n Go Card;
- "eWallet" The Touch 'n Go eWallet is an electronic wallet (e-wallet) that holds electronic money (e-money). This service via mobile application is offered by TNG Digital Sdn. Bhd. (TNGD). The Touch 'n Go eWallet provides services such as reloads, payments, funds transfer via your smartphone, anywhere and anytime within Malaysia.
- "Fulfilment Partner" means the companies (and other persons) that are engaged by PLUS Berhad to supply, handle and distribute the redeemed products to the Members;
- "LPT 2" means Lebuhraya Pantai Timur 2 Sdn Bhd;
- "Members" means those who have registered as PLUSMiles' users;
- "Membership" means those arrangements by which Members agree to participate in the Programme and collecting PLUSMiles Points by adding PLUSMiles Card/Touch 'n Go Card into the Account under these Terms and Conditions;
- "Partners" means partners, suppliers, service suppliers, contractors, vendors, agencies, agents or persons, which have been approved by PLUS Berhad to manage various aspects of the Programme;
- "PLUS App" means the mobile application which has the features or information relating to PLUSMiles which includes Redemptions, toll fares and traffic information for PLUS Highway, etc.;
- "PLUS Berhad" means Projek Lebuhraya Usahasama Berhad;
- "PLUS Highway" means PLUS Berhad's highways i.e. North-South Expressway (NSE), New Klang Valley Expressway (NKVE), Seremban-Port Dickson Highway (SPDH), North-South Expressway Central Link (ELITE), Malaysia-Singapore Second Link (LINKEDUA), Butterworth-Kulim Expressway (BKE) and Penang Bridge (PB) as well as LPT 2's highway i.e. East Cast Expressway Phase 2 (LPT2);
- "PLUSMiles" means PLUS Berhad's reward programme for its members;
- "PLUSMiles Card" means PLUSMiles card used for toll, retail and public transport payment;
- "PLUSMiles Points" means points collected when Members travel along PLUS Highway, 1KM = 1 PLUSMiles Points;
- "PLUSMiles System" means a loyalty system which calculate PLUSMiles Points prior Members adding the PLUSMiles Card/Touch 'n Go card into the Account;
- "Points + Cash Means redemption method that allow Members to redeem using partial Redemption" PLUSMiles Points and Cash;

"Programme" means PLUSMiles membership programme;

"Redemptions" means the goods and/or services offered to Members in exchange of the sufficient amount of PLUSMiles Points;

"Redemption means list of products that are available for Redemptions; Catalogue"

"Touch 'n Go RFiD Tag" Touch 'n Go RFiD is an electronic payment system that uses a radio frequency identification sticker also known as Touch 'n Go RFID Tag to pass through tolls. Touch 'n Go RFID Tags, also known as Touch 'n Go RFID Tag, have a radio frequency chip embedded and affixed to the windshield or headlights of the vehicle. As the vehicle passes through a toll, an overhead scanner reads the radio-frequency from the Touch 'n Go RFID Tag and charges the fare. The Touch 'n Go RFID Tag will be linked to the user's Touch 'n Go eWallet from which the fare will be deducted (to be known as TNG RFiD Tag)

"Touch 'n Go Card" means Touch 'n Go card used for toll, retail and public transport payment; and

"Toll Transaction" means toll transaction records captured by PLUSMiles System whenever Members travel within the PLUS Highways using the PLUSMiles/ Touch 'n Go Card and/or Touch 'n Go RFiD Tag that has been registered into the Account.

2. Membership

PLUSMiles membership is free and only individuals above 18 years of age may become Members. Any individual who wishes to become Members must agree to be bound by these Terms and Conditions, as varied from time to time. To become Members, registration must be completed at <u>www.plusmiles.com.my</u> or via PLUS App, available on Android Play store or Apple Store. In order to collect PLUSMiles Points, members need to add PLUSMiles/ Touch 'n Go Card and/or Touch 'n Go RFiD Tag into their Account and Members will be taken to have affirmed their agreement to be bound by these Terms and Conditions, as varied from time to time. Now, all Touch 'n Go Card(s) such as Tesco Card, NRIC, Watson Card, etc. can be added into the Account.

In order to become Members, applicants must provide the requested personal information (name, identification number, contact numbers, email and other similar personal information) on the registration page at <u>www.plusmiles.com.my</u>, via PLUS App or through other communication with PLUS Berhad. When Members add PLUSMiles/ Touch 'n Go Card and/or Touch 'n Go RFiD Tag into their Account to redeem PLUSMiles Points, PLUS Berhad and the Fulfilment Partners will record in their database the details of the transaction on which those PLUSMiles Points are collected or redeemed. In certain instances, the Partners may send PLUSMiles, their customers' or subscribers' information in order to register their customers or subscribers to PLUSMiles as part of their terms and conditions with the customers or the subscribers. If the Members transfer points from another Partners' loyalty scheme into PLUSMiles. Additionally, Members' information may also be obtained through various applications/methods including the web or Self-Service Phone System (i.e. tab) or mobile short-messaging-service (SMS) or a poll/survey or by any other means that PLUSMiles may introduce from time to time.

PLUS Berhad reserves the right to terminate the Membership without notice for any of the following events:-

- Members fail to comply with these Terms and Conditions; or
- Members supply any misleading information or makes any misrepresentations to PLUS Berhad or to any Partners; or
- Members abuse of any privilege accorded to them under the Programme; or
- Members engage in any fraudulent activities under the Programme; or
- Members did not use their valid and accurate information for Redemptions; or
- Members added more than 10 Touch 'n Go Card(s) and/or PLUSMiles Card(s) into the Account; or
- Members added more than 10 TNG RFiD Tag(s) into the Account; or
- Members are deceased or declared bankrupt; or
- Members display inappropriate behaviour towards any of PLUS Berhad's staff/personnel; or
- Whenever PLUS Berhad reasonably believes that a termination of the Membership is necessary.

Termination of the Membership will result in forfeiture of the remaining PLUSMiles Points in the Account. Members may at any time, terminate their Membership or delete their existing PLUSMiles/ Touch 'n Go Card and/or Touch 'n Go RFiD Tag from the Account by giving an immediate email notification to PLUS Berhad. Once the Account is deleted, the Members will lose their right to redeem their PLUSMiles Points from the Account.

Change of PLUSMiles/ Touch 'n Go Card and/or Touch 'n Go RFiD Tag's ownership can only be transferred from one Account to another Account with the consent of the owner of the respective PLUSMiles/ Touch 'n Go Card and/or Touch 'n Go RFiD Tag. The owner of the respective PLUSMiles/ Touch 'n Go Card and/or Touch 'n Go RFiD Tag has to also submit to PLUS Berhad a documentation (Copy of NRIC and Copy of PLUSMiles/ Touch 'n Go Card and/or Touch 'n Go RFiD Tag has to also submit to PLUS Berhad a documentation (Copy of NRIC and Copy of PLUSMiles/ Touch 'n Go Card and/or Touch 'n Go RFiD Tag – TNG e-Wallet). PLUS Berhad at its discretion, reserves the right to decline the transfer of PLUSMiles Points for any reason whatsoever.

By agreeing to become a membership, PLUS Berhad reserve the rights to send marketing information about PLUS Berhad goods or services including notifying PLUSMiles Points Expiry, marketing events, initiatives and promotions, contest, membership and rewards schemes and other promotions to Members at its own discretion

Any tax arising from Members' participation in the Programme shall be in the responsibility of the Members.

3. Collecting PLUSMiles Points

PLUSMiles Points will be recorded in the Account based on the PLUSMiles/ Touch 'n Go Card and/or Touch 'n Go RFiD Tag added into the Account. PLUSMiles Points will be recorded based on the Toll Transaction conducted within PLUS Highways by Members. PLUSMiles Points and Toll Transaction records will only be captured on the date Members add the PLUSMiles/ Touch 'n Go Card and/or Touch 'n Go RFiD Tag into their Account. Member can add the PLUSMiles/ Touch 'n Go Card and/or Touch 'n Go RFiD Tag from <u>www.plusmiles.com.my</u> or via PLUS App. Members will collect PLUSMiles Points based on the kilometre travelled from Toll Plaza (Entry) to Toll Plaza (Exit), 1KM = 1 PLUSMiles Points.

PLUSMiles and the Partners from time to time may offer exclusive promotions to specified groups of Members. In the event where there are changes in Partners, the issuance rate and the offers of PLUSMiles Points, may be made without any prior notification to Members.

For Members to be entitled to PLUSMiles Points, the following may apply: - Registered Members;

- Has added PLUSMiles/ Touch 'n Go Card and/or Touch 'n Go RFiD Tag into the Account;
- Travel within PLUS Highway;
- Applicable for private Class 1 vehicles (PLUS, ELITE, BKE, JPP, SPDH, LINKEDUA & LPT2) or Class 2 (Jambatan Pulau Pinang) only;
- In the case where it is a subscription type services where PLUSMiles Points are calculated and issued back-end, the following may apply:
 - a) The Members give consent to the Partners to release personal information and transaction information to PLUS Berhad, this may include the completion of a registration form to the Partners; or
 - b) The Account is automatically linked to the subscription through an NRIC, email or mobile number match and relevant information that has been provided to both parties. In such cases, it is the responsibility of the Members to ensure that the data provided to both PLUS Berhad and the Partners are correct and in order.

PLUSMiles does not issue PLUSMiles Points at Toll Plaza Bangunan Sultan Iskandar (BSI), Toll Plaza Tanjung Kupang (TTK) and in between LPT1 stretch from Toll Plaza Karak to Toll Plaza Jabor.

From time to time, PLUSMiles may introduce the Members to collect PLUSMiles Points through the Partners' programme and/or vice versa, which will be announced in promotional materials.

Members can visit PLUSMiles website at <u>www.plusmiles.com.my</u> to view the list of Partners and Redemption Products.

PLUSMiles Points cannot be redeemed until the same are credited into the Account. PLUSMiles Points will only be recorded into the Account once the Members have added PLUSMiles/ Touch 'n Go Card and/or Touch 'n Go RFiD Tag number into their Account.

Partners or Fulfilment Partner may operate a no refund policy for the available goods or services for Redemptions. Members who have redeemed PLUSMiles Points for such goods or services from PLUS Berhad may not be eligible for any refund for the relevant transaction.

PLUS Berhad reserves the right to investigate the Members in relation to any PLUSMiles Points earned and/or Redemptions done which includes the following: -

- Amount of PLUSMiles Points collected are extremely high; or
- Amount of PLUSMiles/ Touch 'n Go Card and/or Touch 'n Go RFiD Tag added into the Account that exceeds the allowable limit of 10 cards and 10 tags in total; or
- When Members' personal information (name, NRIC, phone number, email, address, etc.) are incorrect or incomplete; or
- When PLUS Berhad encounters in its opinion, an abnormal transaction in the Account.

For any disputes arising pertaining to the PLUSMiles Points, Members shall notify PLUS Berhad within two weeks' time from the date of the relevant unrecorded PLUSMiles Points for PLUS Berhad's further action. Members are also required to provide supporting documents wherever

applicable to assist PLUS Berhad to resolve the dispute. Failing to do the above, the unrecorded PLUSMiles Points will be taken to be correct. PLUS Berhad decision on any dispute shall be final and binding.

PLUS Berhad will not record PLUSMiles Points given by any company, nor entertain any dispute arising from Partners after they have ceased to be one of the Partners in the Programme.

PLUSMiles Points collected will expire every six (6) months based on first in first out. For example: 500 Points earn on July 2020 will expire on 31 December 2020 if the points are not redeemed. Once the PLUSMiles Point expired, PLUS Berhad will not reinstated the same.

4. Redemptions

Only Members with sufficient PLUSMiles Points is eligible to make Redemptions, and they may do so using the various Redemptions methods implemented by PLUS Berhad. Once Redemptions' orders have been accepted, the same cannot be revoked, cancelled, returned or exchanged, and the affected PLUSMiles Points will not be reinstated. PLUS Berhad reserves the right to decline Redemptions made through any other channels (e.g. redemption item for a specific PLUSMiles events) without any prior notification to PLUS Berhad. PLUS Berhad gives no representation or warranty with respect to any products and/or services featured in the Redemption Catalogue or other channels of Redemptions. PLUS Berhad also gives no warranty with respect to the quality of the product available for Redemptions or suitability for any purpose and Members may liaise directly with the Fulfilment Partner according to the warranty awarded.

Certain products available for Redemptions which are in the form of certificates/vouchers, are only valid to be used at the participating outlets stated on the certificates/vouchers, subject to the Terms and Conditions of the Redemptions. The certificates/vouchers are valid to be used until the date specified and subject to the Terms and Conditions (which includes booking requirements, cancellation restrictions, warranties and limitations of liability) therein. If the certificates/vouchers remain unused after the expiration date, the said certificates/vouchers will not be replaced by PLUS Berhad. Issuance of dining, travel or hotel accommodation voucher does not constitute as a reservation. The entitled Members are responsible to notify and make their own reservation. PLUS Berhad does not accept any liability whatsoever (including negligence) with respect to the product available for Redemptions supplied or in connection with any suppliers' refusal to accept the certificates/vouchers issued by the Fulfilment Partner. Any disputes arising from the above shall be solely between the Members and the Fulfilment Partner. Members are strongly advised to adhere to safety precautions and instructions when participating in outdoor activities, as PLUS Berhad will not be held responsible for any incidents as a result of Members participation in the said outdoor activities.

4.1 Web Portal Redemptions

Web portal redemption (<u>https://redeem.plusmiles.com.my/</u>) is required to be done by Members. Members are required to select the desired product available for Redemptions and provide their shipping address in order for Fulfilment Partners to courier the redeemed products.

4.2 PLUSMiles Points + Cash

PLUSMiles Points plus Cash is a redemption facility using a combination of PLUSMiles Points and Cash at values fixed by PLUS Berhad or the Fulfilment Partner. PLUSMiles Points plus Cash allows the Redemptions by utilizing specified values of PLUSMiles Points and by

paying the specified amount of cash via online payment or any other mode of payment to the Fulfilment Partner which may be introduced by PLUS Berhad from time to time. Payment by debit/credit card (Visa or MasterCard) is only available for PLUSMiles Points plus Cash redemptions transactions through the PLUSMiles website.

PLUS Berhad shall not be responsible for any transactions declined by the approving bank or for any fraud in relation to the disclosure of payment details.

Refunds for unfulfilled Redemptions will be made directly to the Members in the manner to be determined solely by PLUS Berhad on a case to case basis.

4.3 Mobile App Redemption (instant redemption)

In order to be entitled to redeem using the Mobile App Redemption, Members are required to download the PLUS App, log in and redeem the desired product in the PLUS App. As the last steps of the Mobile App Redemption's process, Partners will verify whether the Mobile App Redemption is successful or not. A QR code or Redemptions item number will be generated for each the successful Mobile App Redemption, subject to the type of product redeemed. Upon completion of the Redemptions, Members are advised to examine the redeemed products and Members should notify the suppliers and refer to the warranty for any disputes arising.

PLUS Berhad shall not compensate and/or be responsible for any Members who had mistakenly redeemed the PLUSMiles Points.

4.4 Other Redemption Channels

PLUS Berhad may introduce other methods of Redemptions, which will be announced through the promotional literature from time to time.

5. Delivery of redemption products

Fulfilment Partner will endeavour to deliver the redeemed physical products to Members within 3 weeks upon receiving the Redemptions' request from the Members. Fulfilment Partner will endeavour to deliver the redeemed digital products within 8 workdays upon receiving the Redemptions' request from the Members. The redeemed products will be posted or delivered based on the authorized shipping/billing address provided by the Members during the redemption process. Fulfilment Partner will not deliver to a PO Box addresses and addresses outside Malaysia. Members/recipient of the products are obliged to present their ID documentation to the deliverer. In the event where the Members/recipient of the products fail to do so, the deliverer has the right to refuse to deliver the said products and will return the redeemed product to the respective Fulfilment Partner as unclaimed. The delivery of redeemed products will be made to the address as specified by the Members, or to the occupants of the delivery address, and where such address is a business address, to any staff of the company. Any acknowledgment of receipt by the recipients mentioned above shall be deemed to be the acknowledgment of the Members.

Members are advised to examine all pick-ups or delivered redemption products redeemed products upon receipt. If a Members finds the redemption products redeemed products to be faulty/damaged, the Member is requested required to contact the respective Fulfilment Partner or PLUSMiles within 3 days from the receipt date. Any disputes after 3 days will not be

entertained, and Members will be required to liaise directly with the respective Fulfilment Partners according to the warranty information.

All products delivered is not inclusive of the installation cost and any installation cost incurred shall be borne by Members.

PLUS Berhad will impose a separate delivery/courier charges or whenever appropriate, deduct a set number of PLUSMiles Points from the Members' Account for the delivery/courier charges based on the following circumstances:-

- Delivery to East Malaysia; or
- Re-delivery of Gifts products that have been returned as a result of being unclaimed; or
- Re-delivery of Gifts products that have been returned under the following circumstances i.e. incomplete address, PO Box addresses, non-Malaysian addresses, person has shifted, no such person or for any other failed delivery reasons; or
- Delivery of Gifts products redeemed via e-auction, e-shopping, Cash Rebate Redemption or any other methods of redemption as introduced by PLUS Berhad from time to time.

All products are to be delivered by the Fulfilment Partner. In the event a product was collected directly by the Member from the Fulfilment Partner, courier service outlets or PLUS Berhad's business address, PLUS Berhad will not refund any delivery charges nor reinstate PLUSMiles Points that have been deducted for delivery.

All unclaimed Gifts products unclaimed after one (1) month from the Redemption date will be deemed as forfeited and the PLUSMiles Points used redeemed will not be reinstated. It is the Member's responsibility to contact PLUSMiles or Fulfilment Partner if the Member's redemption products have not been received after within one (1) month from the date of the request.

All Redemptions' products are subject to availability. Once redeemed, these Redemptions products cannot be revoked, cancelled, returned or exchanged, and the PLUSMiles Points redeemed will not be reinstated. PLUS Berhad reserves the right to adjust the PLUSMiles Points required for the product available for Redemptions, as well as replacing any product available for Redemptions with other item of equivalent value without prior notice to the Members. PLUS Berhad also reserves the right to refuse any Redemptions or to recall any redeemed items if PLUS Berhad reasonably believes or suspect the PLUSMiles Points were fraudulently accumulated by the Members or wrongly recorded.

All Redemptions products are subject to the terms and conditions mentioned in the redemption page schedule or in any other terms and conditions relating to the redemption products, as determined by the Fulfilment Partner. It is the Members' responsibility to satisfy any Terms and Conditions imposed by the Fulfilment Partner including advance booking requirements and any restrictions and/or fees payable in respect of the cancellation.

6. Reservation of redemption items

Members are not allowed to reserve any of the Redemptions' product, which are temporarily out of stock.

7. Deduction of PLUSMiles Points

The collected PLUSMiles Points will be deducted from the remaining PLUSMiles Points balance left. PLUSMiles Points, which are not redeemed within six (6) months after the end of the month in which the PLUSMiles Points were recorded, will expire automatically and be deducted from the Account. There will be no extension period given to any expired PLUSMiles points.

PLUS Berhad reserves the right to deduct any PLUSMiles Points balance from the Account without giving any prior written notification to the Members, under the following circumstances: -

- Any PLUSMiles Points suspected to be fraudulently recorded; or
- Any PLUSMiles Points recorded in error; or.