

Terms and Conditions of IOI LiVO Loyalty Programme

Definitions

Unless the context otherwise requires, the following words and expressions shall have the following meanings:

- a) IOI LiVO means IOI LiVO Loyalty Sdn Bhd (f.k.a Progress Glory Sdn Bhd) (Company No. 201901001768 (1311094-A)), a company incorporated in Malaysia and having its registered office at Level 29, IOI City Tower 2, Lebuhr IRC, IOI Resort City, 62502 Putrajaya, Wilayah Persekutuan (Putrajaya) and a place of business at Level 3A, IOI City Tower 2, Lebuhr IRC, IOI Resort City, 62502 Putrajaya, Wilayah Persekutuan (Putrajaya).
- b) IOI LiVO Loyalty Programme means the loyalty programme or scheme owned, operated and/or managed by IOI LiVO that rewards its Members with points, rewards and/or any other special discounts, promotions, privileges and/or benefits offered by Participating Entities based on the Members' purchases of products or services at Participating Entities Premises.
- c) IOI LiVO Mobile Application means the mobile application(s), program or software owned and operated by IOI LiVO in relation to the IOI LiVO Programme
- d) Member or Members means individuals who has/have personally signed up for the IOI LiVO Loyalty Programme and accepted and agreed to be bound by all the Terms and Conditions of the IOI LiVO Loyalty Programme and such membership is still valid and/or active.
- e) Member's Account means account containing details including Member's personal information, record of accumulated Points, Points balance, rewards, member discounts, promotions, privileges and/or benefits.
- f) Membership Identification means identification of membership of a Member (including Member's QR and PIN) under the IOI LiVO Programme through the IOI LiVO Mobile Application.
- g) Participating Entities means the Participating IOI Entities or the Participating Merchants, as the case may be.
- h) Participating Entities Premises mean the Participating IOI Entities Establishments or the Participating Merchant Outlets, as the case may be.
- i) Participating IOI Entities mean the respective business entities within IOI Properties Group Berhad (Company No. 196901000607 (1035807-A)) participating in the IOI LiVO Programme.
- j) Participating IOI Entities Establishments mean the premises (such as hotel dining, golf recreational premises, sales gallery or sales venues) where the Selected IOI Entities are operating their respective businesses

- k) Participating Merchants mean the respective merchants, suppliers or retailers (not being Participating IOI Entities) participating in the IOI LiVO Programme.
- l) Participating Merchant Outlets mean the premises where the Participating Merchants are operating their respective businesses.

- m) Point or Points means the Points awarded to Members for purchases of goods or services at Participating Entities Premises under the IOI LiVO Programme.

Membership

- a) Membership is non-transferable and is for the exclusive use of the Member whose name is shown or registered in the IOI LiVO Programme and is not assignable. Membership is given free of charge and it is open to all residents of Malaysia and foreigners, aged 18 years old and above.
- b) An eligible individual may sign up and register for membership through IOI LiVO Mobile Application or any other methods that IOI LiVO may decide to implement and establish from time to time. Members may be eligible for points, rewards and/or any other special discounts, promotions, privileges and/or benefits offered by Participating Entities based on purchases of goods or services made at Participating Entities Premises upon and subject to these Terms and Conditions.
- c) By signing and submitting the application of membership of IOI LiVO Programme, the Members are deemed to have read, understood, accepted and agreed to these IOI LiVO Programme Terms and Conditions. Member warrants and represents to IOI LiVO that all information and particulars contained in the application of membership of IOI LiVO Programme are true and correct in all respects. IOI LiVO reserves the right to require Member to provide supporting documents to verify identity other personal details.
- d) IOI LiVO reserves the right to use Member's personal information to administer the IOI LiVO Programme, to communicate with Members regarding the IOI LiVO Programme and IOI LiVO's services and promotions, to provide Members' with any other information that Members' request and/or to improve IOI LiVO Programme's service offerings. IOI LiVO Personal Data Protection and Privacy Notice which is available on <https://www.ioiproperties.com.my/pdpa> shall apply whenever Members provide us with personal information.
- e) IOI LiVO reserves the right to decide on all matters concerning membership, including the right to decline issuance or renewal of membership or to terminate membership at any time and as and when necessary without any prior notice and to make all decisions on points, rewards and/or any other special discounts, promotions, privileges and/or benefits offered by Participating Entities.

- f) IOI LiVO has the absolute rights at any time and from time to time without prior notice to decide, determine, classify, designate and/or amend any categories of membership, threshold of membership tiers and/or any promotion or benefit enjoyed thereby in respect of the membership of the IOI LiVO Programme.
- g) IOI LiVO reserves the absolute right to add, delete, vary or amend these Terms and Conditions at any time and from time to time without prior notice. IOI LiVO further reserves the right to decide, amend or reserve the points, rewards and/or any other special discounts, promotions, privileges and/or benefits conferred by Participating Entities for the use of IOI LiVO membership and the Member shall be bound by any addition, deletion, variation or amendment made thereof. In the event of any dispute, IOI LiVO's decision is final and no correspondence will be entertained.
- h) IOI LiVO reserves the right to withdraw, suspend, terminate or cease the IOI LiVO Programme at any time as IOI LiVO deems necessary without assigning any reasons thereto. In such a case, IOI LiVO will give advance notice to the Member in the manner which IOI LiVO deems appropriate. Upon notification of such withdrawal, suspension, termination or cessation, the membership shall be automatically nullified and invalidated and IOI LiVO shall have no obligation to extend any benefits to the Member.
- i) The use of the IOI LiVO Programme by the Member automatically infers acceptance of the prevailing Terms and Conditions contained herein as may from time to time be varied or amended by IOI LiVO as it deems fit and proper and without prior notice to the Member.

Member's Benefits

- a) Member MUST provide Membership Identification at the Participating Entities Premises to enjoy the points, rewards and/or any other special discounts, promotions, privileges and/or benefits conferred by Participating Entities.
- b) Unless otherwise stated by Participating Entities or IOI LiVO, Member will be awarded 1 point for every RM1.00 (excluding any Sales Tax, Service Tax and Service Charge) spent or paid out of the total amount stated in invoice/payment receipt issued by Participating Entities (any value after decimal to be rounded down to the nearest RM1.00) for purchase of goods/services made by the Member at a Participating Entities Premises.
- c) Unless otherwise stated by Participating Entities or IOI LiVO, Members can use and/or redeem the Points earned based on redemption value of 1 point = RM0.01 basis set off against and/or deduct the total amount stated in the invoice/payment receipt for purchases made by the Member at any of the Participating Entities Premises and the balance amount stated in such invoice/payment receipt shall be paid by the Member to the Participating Entities.
- d) Points collected is valid for 24 months from the Points collection date.
E.g. Points collected for purchases made in 30 April 2020 will expire on 30 April 2022.
- e) Member may use and/or redeem the Points earned at all Participating Entities Premises or at any other outlets or method specified by IOI LiVO from time to time. Member may refer to

the current list of Participating Entities which is available on IOI LiVO Mobile Applications or any other sources as determined by IOI LiVO.

- f) Unless otherwise stated by the Participating Entities or IOI LiVO, any accepted redemption shall not be cancelled and the redeemed Points are not non-refundable.
- g) Points shall not be rewarded retrospectively for backdated payment receipts. Points are only awarded for payment receipts/purchases made at Participating Entities on the day of purchase.
- h) IOI LiVO reserves the right to deduct, cancel or suspend a transaction and/or reallocate, recalculate, reverse or adjust Member's Points or take any necessary action, with or without any notice in the event that IOI LiVO has a reasonable ground to suspect that the Points are rewarded, earned or redeemed fraudulently or in error or related to a transaction which has been cancelled or refund has been effected by Participating Entities to the Members for such cancelled purchase of goods or services.
- i) Points accumulated are non-transferable, non-assignable and/or not for sale to any other persons.
- j) The Participating Entities may cancel, suspend, terminate, disallow, reduce or otherwise change or amend any points, rewards, special discounts, promotions, privileges and/or benefits conferred upon the Members at their absolute discretion.
- k) IOI LiVO shall not be liable for any delay in recording or posting of the Points earned by Members.
- l) All awarding and redemption of points are subject to IOI LiVO's final acceptance.
- m) In the event of any refund or cancellation of purchase of goods or services, the Participating Entities may deduct the whole of the Points in the account for such refund or cancellation at it deems fit subject to the Participating Entities's policy.

General

- a) IOI LiVO gives no representation or warranty (either implied or express) in respect of any goods and/or services provided by the Participating Entities under the IOI LiVO Programme. In particular, IOI LiVO gives no warranty (either implied or express) in respect of the quality of goods and/or services purchased from or rendered by the Participating Entities or their suitability for any purpose. Any dispute concerning goods and/or services procured from and/or rendered by the Participating Entities shall be settled between the Member and the Participating Entities involved. IOI LiVO shall bear no responsibility for resolving such disputes or for the dispute itself.
- b) IOI LiVO is merely the administrator of the IOI LiVO Programme and any points, rewards, special discounts, promotions, privileges and/or benefits are offered directly by the

Participating Entities to Members. IOI LiVO shall not be liable or held liable for any misuse or loss or damage suffered by the Member in any way.

- c) Unless otherwise specified by IOI LiVO, any points, rewards, special discounts, promotions, privileges and/or benefits conferred upon the Members under the IOI LiVO Programme are not valid for use with other ongoing promotions and discounts of the respective Participating Entities.
- d) Any points, rewards, special discounts, promotions, privileges and/or benefits conferred upon the Members shall be subject to such restrictions, exclusions, terms and conditions as may be prescribed by the Participating Entities and/or IOI LiVO from time to time at their absolute discretion.
- e) Members have the obligations to check the Website for updates of Terms and Conditions from time to time.
- f) Members are responsible for the security of their Membership Identification. IOI LiVO accepts no liability for the disclosure of the Membership Identification by the Member to a third party, whether intentionally or otherwise.
- g) IOI LiVO gives no representation or warranties or endorsements for the goods or services shown in the IOI LiVO newsletters, magazines, website or any advertisements pertaining to the IOI LiVO or the Participating Entities with respect to the pricing, discounts, promotions and the availability of such goods and services advertised therein as such pricing, discounts, promotions, privileges and availability may be changed, varied, suspended, terminated or withdrawn without prior notice by the Participating Entities.