

GIFT CARDS

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1 GENERAL

- 1.1 These **CARTEC-MALAYSIA** Gift Card Terms and Conditions (the "Gift Cards Terms") apply to **CARTEC-MALAYSIA** branded digital gift cards (the "Gift Card(s)").
- 1.2 By purchasing or using Gift Cards, you ("you" or the "Customer") agree to be bound by these Gift Cards Terms, in addition to the Terms of Use for the **CARTEC-MALAYSIA.com.my** website and/or the **CARTEC-MALAYSIA** mobile app, which are incorporated by reference into these Gift Card Terms.
- 1.3 For the avoidance of doubt, capitalized terms used and not defined herein have the same meaning as given to such terms in the Terms of Use. In the event of a conflict between the provisions of the Gift Cards Terms and the Terms of Use, to the extent such contradiction is pertaining to the use of Gift Cards, the provisions of these Gift Cards Terms shall prevail.
- 1.4 Where the Customer provides us with personal data pertaining to a third-party for fulfillment purposes of the Gift Card or otherwise, the Customer hereby confirms on behalf of said third-party that he/she has agreed to the sharing of his/her personal data with **CARTEC-MALAYSIA**.
- 1.5 Customers should refer to the Product Details Page (as defined below) for specific terms and conditions and expiry dates.

2 REDEEMING GIFT CARDS

- 2.1 Gift Cards cannot be used to purchase other Gift Cards, insurance products and any other product prohibited by law or **CARTEC-MALAYSIA**.
- 2.2 If the value of an Order exceeds the value of the Gift Card, any outstanding Order balance must be paid using a different payment method.

- 2.3 If the value of an Order is less than the value of the Gift Card, the remaining Gift Card balance will be forfeited.
- 2.4 Unless otherwise stated in the Products Details Page, the Gift Cards shall remain valid for a period of six (6) months from the date of issuance.
- 2.5 Gift Cards may not be transferred for something of value.
- 2.6 Additional instructions on how to redeem a Gift Card are made available on the product details page of the relevant Gift Card, under cartecmalaysia.com website (the “Product Details Page”).

3 LOSS OR THEFT OF GIFT CARDS

- 3.1 Once purchased, the Gifts Card is the responsibility of the Customer and any Gift Card, including accompanying digital or pin codes that are lost or stolen shall not be replaced.

4 CUSTOMER’S OBLIGATIONS

- 4.1 The Customer acknowledges and agrees that:
 - 4.1.1 Gift Cards can only be redeemed within the period specified on the Product Detail Page;
 - 4.1.2 Gift Cards cannot be redeemed on certain black-out dates or promotion dates specified by **CARTEC-MALAYSIA**;
 - 4.1.3 The Customers shall not use Gift Card(s) or permit the use of Gift Card(s) in any manner which may adversely affect other Customers’ use of Gift Card(s) and/or any other Service provided to such Customers, as **CARTEC-MALAYSIA** may reasonably determine;
 - 4.1.4 Gift Cards are offered to the Customer on an “as is” basis;

- 4.1.5 The Customer is responsible for all information the Customer submits, transmits or otherwise make available during the purchase or redemption of any Gift Card;
- 4.1.6 To such extent permitted by applicable laws, **CARTEC-MALAYSIA** expressly excludes any guarantee, representation, warranty, condition, term or undertaking of any kind, express or implied, statutory or otherwise or any representations or warranties arising from usage or custom or trade or by operation of law, including (without limitation) as to the sequence, originality, correctness, completeness, accuracy, timeliness, currency, non-infringement, merchantability or fitness for any particular purpose in relation to any Gift Cards;
- 4.1.7 To the fullest extent permitted by law, **CARTEC-MALAYSIA** excludes all warranties, rights and remedies (including warranties implied by statute or otherwise) that the Customer would otherwise be entitled to.

5 REFUNDS, EXCHANGE AND CANCELLATIONS

- 5.1 All exchanges and refunds for merchandise purchased with Gift Cards will be made in accordance with **CARTEC-MALAYSIA** refund policy. Unless the Gift Cards are otherwise unusable and faulty due to the act or omission of **CARTEC-MALAYSIA**, any Gift Cards bought cannot be returned, refunded, or cancelled on the Customer's request after purchase.
- 5.2 Issued Gift Cards cannot be exchanged for cash.
- 5.3 Replacement of the Gift Card may be allowed, at **CARTEC-MALAYSIA**'s sole discretion, if there is a systemic failure caused by an act or omission of **CARTEC-MALAYSIA**.
- 5.4 Exchange of a Product or Service purchased using a Gift Card shall be subject to the Seller's terms and conditions.
- 5.5 **CARTEC-MALAYSIA** reserves the right to cancel or reject the use of a Gift Card at its sole discretion for any or no reason, including, without limitation, where it deems or suspects fraud or other illegal activities.

6 AVAILABILITY OF GIFT CARDS

- 6.1 The Customer acknowledges that purchase or redemption of Gift Cards is subject to resource availability, including, without limitation, availability of **CARTEC-MALAYSIA.com.my** website and/or **CARTEC-MALAYSIA** mobile app.
- 6.2 **CARTEC-MALAYSIA** does not make any warranty on the performance and capability of the **CARTEC-MALAYSIA.com.my** website or the **CARTEC-MALAYSIA** mobile app.
- 6.3 The Customer accepts and acknowledges that **CARTEC-MALAYSIA** may suspend, terminate and/or discontinue the purchase or redemption of the Gift Cards in its sole and absolute discretion without prior notice and without any liability whatsoever to the Customer.

7 USE AND DISCLOSURE OF DATA

- 7.1 The Customer agrees that **CARTEC-MALAYSIA** shall be entitled to use or disclose any information or data disclosed by the Customer in accordance with **CARTEC-MALAYSIA**'s Privacy Policy. The Customer is entitled to withdraw such consent in the procedure as prescribed by **CARTEC-MALAYSIA** from time to time.
- 7.2 Order fulfilment in relation to Gift Cards may be handled by a partner, in which case Customers may receive direct communication of Gift Card pin codes from the partner.

8 MISCELLANEOUS

- 8.1 The rights and protections conferred on **CARTEC-MALAYSIA** under these Gift Cards Terms shall be additional to the rights and protections conferred on **CARTEC-MALAYSIA** under the Terms of Use, Privacy Policy as well as such other terms and conditions as may be agreed to or accepted by the Customer.
- 8.2 Any clause in the Gift Cards Terms, Terms of Use, Privacy Policy and other terms and conditions as may be agreed to or accepted by the Customer that is invalid, unenforceable or illegal shall be enforced as nearly as possible in accordance with its terms, but shall otherwise be deemed severed and shall not affect the enforceability of any other clauses, which clauses shall continue to be valid and enforceable to the fullest extent permitted by law.
- 8.3 **CARTEC-MALAYSIA** reserves the right to alter, modify, add to or otherwise vary these Gift Cards Terms from time to time, and in such manner as **CARTEC-MALAYSIA** deems appropriate. The Customer shall be bound by the terms and conditions so amended. In any event, if the Customer continues to use the Gift Cards after such amendment, the Customer shall be deemed to have accepted the amendments.