

PRE-SALE PROGRAM TERMS & CONDITIONS

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1 ACCEPTANCE OF TERMS AND CONDITIONS

- 1.1 The following general terms and conditions regulate the use of, and purchase of Products, through the pre-sale program offered by Cartec Malaysia Sdn Bhd of 17 & 19, Jalan PSJ 7/12, Bandar Sunway, 47500 Subang Jaya, Selangor (hereinafter referred to as “**CARTEC-MALAYSIA**” and such program, the “Pre-Sale Program”) on **CARTEC-MALAYSIA**’s websites, mobile applications and in-application stores. By participating in or utilizing the Pre-Sale Program on any of the foregoing **CARTEC-MALAYSIA** platforms, you, as an eligible user (such person, a “User”), agree unconditionally and irrevocably to be bound by, and shall be deemed to accept, these terms and conditions (the “Pre-Sale Terms”) in addition to the Terms of Use for the <https://www.cartecmalaysia.com.my/> website (“Website”) and/or the **CARTEC-MALAYSIA** mobile app, the Terms & Conditions of Sale, the Digital Vouchers & Gift Cards Terms and Conditions, the **CARTEC-MALAYSIA** Wallet Terms and Conditions and the CartecMall Terms and Conditions which are incorporated by reference into these Pre-Sale Terms. 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.
- 1.2 **CARTEC-MALAYSIA** offers the Pre-Sale Program within the context of its technical and operational capabilities, subject to downtime and lack of availability during which the use of the Pre-Sale Program and other services are interrupted or affected due to urgent technical reasons or required maintenance work. Cartec-Malaysia shall not be liable, in any case whatsoever, for these instances in accordance with the conditions of this Pre-Sale Terms. This also does not include periods of time in which Cartec-Malaysia’s general services or the servers of the Pre-Sale Program offered do not allow online access due to reasons beyond Cartec-Malaysia’s control such as any events of force majeure or as a result of third-party actions or omissions.
- 1.3 **CARTEC-MALAYSIA** continuously updates, changes and develops its Pre-Sale Program and other services at its own discretion. Other provisions or general terms and conditions of a User that deviates in any way from **CARTEC-MALAYSIA**’s Pre-Sale Terms herein, shall only apply if **CARTEC-MALAYSIA** gives prior written consent to their validity.

- 1.4 **CARTEC-MALAYSIA** does not make any warranty or representation or undertaking on the performance and capability of the **CARTEC-MALAYSIA** mobile app, the Website and/or any software or hardware used with such **CARTEC-MALAYSIA** mobile app or Website, any application accessed by a User using the **CARTEC-MALAYSIA** mobile app and/or the Website, or the reliability or quality of the underlying telecommunications network accessed by such User using the **CARTEC-MALAYSIA** mobile app or Website, each in connection with the Pre-Sale Program.
- 1.5 In addition to these Pre-Sale Terms, any existing rules and terms of the brands offering Products under the Pre-Sale Program shall also apply. In the case of any inconsistency or conflict between these Pre-Sale Terms, the rules of any brand and/or the Terms of Use, the provisions of these Pre-Sale Terms shall prevail over the others, following by the Terms of Use and thereafter the rules of any brand, to the extent of such conflict.

2 CONDITIONS OF PRE-SALE PROGRAM

- 2.1 The Pre-Sale Program shall only be made available for Users during applicable campaign periods, the dates, times and duration of which shall be determined by **CARTEC-MALAYSIA** at its sole and absolute discretion (such period, the “Campaign Period”). A User shall be a Customer who has registered for a customer account on the **CARTEC-MALAYSIA** Mobile app or Website controlled, and operated, by **CARTEC-MALAYSIA**. Users shall only be able to participate in the Pre-Sale Program on the **CARTEC-MALAYSIA** mobile app after they have logged in and provided their full name and any other required information in accordance with their ID Card or passport. Only natural persons are eligible for registration and participation in the Pre-Sale Program and only individual persons are permitted to be authorized users.
- 2.2 Users shall be prohibited from participating in the Pre-Sale Program with programs other than the **CARTEC-MALAYSIA** client program. This refers in particular to automated bots and other tools meant to replace or supplement the mobile application interface. In addition, scripts and completely or partially automated programs providing Users with any advantage over other Users shall be prohibited, including without limitation, auto-refresh functions and other integrated browser mechanisms that use or concern automated procedures for participation in the Pre-Sale Program.
- 2.3 Users are, under no circumstances, permitted to:
- 2.3.1 create or use cheats, mods and/or hacks, or any other third-party software products that may change the result of the Pre-Sale Program;
 - 2.3.2 use software that allows the mining of data or otherwise intercepts or collects information in connection with the Pre-Sale Program;

2.3.3 use virtual items (including deal, platform or brands vouchers) that are being used in the Pre-Sale Program outside of the Pre-Sale Program other than for purchase of Products through **CARTEC-MALAYSIA**, purchase virtual items for “real” money, or sell or swap virtual items; and

2.3.4 sell, buy or trade User accounts,

and the foregoing shall include all circumventions, similar actions or actions that produce an effect that matches the aforementioned prohibitions.

2.4 The User acknowledges that the availability of the Pre-Sale Program shall be subject to:

2.4.1 the availability and functionality of resources including, without limitation, the availability and functionality of the **CARTEC-MALAYSIA** mobile app and/or Website; and

2.4.2 the capability of **CARTEC-MALAYSIA**'s systems at the time and location when the Pre-Sale Program are due to be operated or run for Users.

2.5 The User accepts that **CARTEC-MALAYSIA** shall not be responsible to him or her for any loss, damage, fine, regulatory action, claim or compensation of whatever nature arising from or related to the Pre-Sale Program (collectively, the “Liabilities”) including but not limited to (i) such User's breach of these Pre-Sale Terms, (ii) any alleged unauthorized transactions, disruptions, errors, defects or unavailability of the Pre-Sale Program, or (iii) any loss of data or damage to any of his or her mobile, electronic or digital equipment, to the fullest extent permitted by law.

2.6 In the event that any Liabilities are not excluded under Clause 2.4, **CARTEC-MALAYSIA**'s maximum aggregate liability to any User in respect of such Liabilities, whether under all applicable laws of contract, tort or otherwise, shall be RM 100.00 to the fullest extent permitted by law.

3 CONTENT RESTRICTIONS

- 3.1 **CARTEC-MALAYSIA's** Pre-Sale Program includes various content, imagery, media and graphics that are protected by trademarks, copyrights or other means for the benefit of **CARTEC-MALAYSIA** or third parties. Unless explicitly permitted within these Pre-Sale Terms, no User or any third party may edit, copy, distribute, publicly reproduce, use for advertising purposes, or use beyond the contractually agreed purposes of the Pre-Sale Program, or the content or any portion thereof. Copyright information and brand names may not be changed, hidden or removed. The term "content" includes all and any data, images, text, graphics, music, sounds, sound sequences, videos, software programs and codes, and other information provided or developed by **CARTEC-MALAYSIA** and any such services available for download.
- 3.2 Users are obliged to abstain from any measure which may compromise or interrupt the proper functioning of **CARTEC-MALAYSIA's** mobile application and/or Website, any individual services and/or offers there, or its Pre-Sale Program. Users are also required to abstain from any measure which may allow unauthorized access to data. Any use of **CARTEC-MALAYSIA's** Pre-Sale Program for commercial purposes, especially advertising purposes, requires the express prior written consent of **CARTEC-MALAYSIA**. Users are not entitled to publish content on **CARTEC-MALAYSIA's** Pre-Sale Program or other services.

4 GENERAL RULES OF PARTICIPATION IN THE PRE-SALE PROGRAM

- 4.1 During or prior to the Campaign Period, certain Products shall be offered for pre-sale on the Website and the **CARTEC-MALAYSIA** mobile app to Users for a restricted period of time as determined by **CARTEC-MALAYSIA** (such period, the “Pre-Sale Period”) during which Users may place a pre-sale order for any such Product through payment of a portion of the pre-sale purchase price for that Product (such amount paid, the “Pre-Payment”). The Products offered for pre-sale under the Pre-Sale Program, the pricing of such Products and the required pre-payment amounts for such Products, shall be determined by the Third-Party Vendors.
- 4.2 Prior to making the Pre-Payment, the User shall provide for the delivery address of the Products and his or her contact details and schedule the delivery date and timeframe. The User shall be informed of the amount of Pre-Payment to be made for that Product during the Pre-Sale Period and the remaining amount of payment (the “Final Payment”) to be made to complete the Order for the Product, as well as the timeline within which the Final Payment may be made for the Product (the “Final Payment Period”).
- 4.3 The Final Payment Period shall commence after the final date of the Pre-Sale Period. Each User shall provide his or her contact details, mobile number and/or email address for **CARTEC-MALAYSIA** and/or its affiliates or authorized agents to notify and/or remind such User to make the Final Payment during the Final Payment Period to complete his or her Order for the Product.
- 4.4 By participating in the Pre-Sale Program and payment of the Pre-Payment in respect of any Product, each User acknowledges, understands and undertakes that such Pre-Payment is non-refundable and subject to forfeiture where the User does not make the Final Payment for such Product and complete the Order within the Final Payment Period.

- 4.5 An Order shall only be confirmed and processed for delivery by **CARTEC-MALAYSIA** in respect of a Product available under the Pre-Sale Program where both the Pre-Payment and Final Payment have been made during the Pre-Sale Period and Final Payment Period respectively. Where a User has made a Pre-Payment for any Product during the Pre-Payment Period but fails to make the Final Payment for such Product during the Final Payment Period, the Order for such Product shall not be confirmed and **CARTEC-MALAYSIA** shall have the sole right, entitlement and discretion to retain and/or forfeit the Pre-Payment amount.
- 4.6 Only upon successful Pre-Payment for any Product shall any stock for that particular Product be reserved for the paying User.
- 4.7 Save where **CARTEC-MALAYSIA** cancels any Order made by a User, a User shall only be entitled to a refund of any payments made for a Product offered under the Pre-sale Program after completion of an Order for such Product and where he or she fulfils and/or satisfies the conditions and requirements for refunds under the Terms of Use.
- 4.8 A User shall be entitled to make payment for any Products offered under the Pre-Sale Program using any of the payment method prescribed by **CARTEC-MALAYSIA** from time to time, save that:
- 4.8.1 cash on delivery shall not be offered as a payment method for Products purchased through the Pre-Sale Program; and
- 4.8.2 a User shall be required to utilize the same payment method for each of the Pre-Payment and Final Payment.
- 4.9 **CARTEC-MALAYSIA** reserves the right to cancel and/or refund any Pre-Payments made by a User or Orders placed in connection with the Pre-Sale Program where it determines in its sole and absolute discretion that such User has breached these Pre-Sale Program Terms, the Terms of Use or the Terms & Conditions of Sale.

5 USER'S OBLIGATIONS

- 5.1 Each User acknowledges and agrees that:
- 5.1.1 He or she shall comply with all applicable laws and regulations to the fullest extent when participating in the Pre-Sale Program.
 - 5.1.2 He or she shall comply with all third party terms (including, without limitation, any applicable terms of use, policies and guidelines) provided by brands or sharing channels where such sharing channels are used to invite third parties to the Pre-Sale Program, and such User shall not, as part of his or her participation in the Pre-Sale Program, breach any of these terms.
 - 5.1.3 He or she shall be responsible for all information that is communicated, submitted, transmitted or otherwise made available during such User's participation in the Pre-Sale Program whether to **CARTEC-MALAYSIA** or third parties.
 - 5.1.4 You shall not participate in the Pre-Sale Program or permit the participation in the Pre-Sale Program in any manner which may adversely affect other customers' or Users' participation in the Pre-Sale Program or the goodwill or reputation of **CARTEC-MALAYSIA**.
 - 5.1.5 You are responsible for complying with these Pre-Sale Terms.
 - 5.1.6 **CARTEC-MALAYSIA**, to the fullest extent permitted by law, excludes all warranties, rights and remedies (including warranties implied by statute or otherwise) that a User would otherwise be entitled to under law.
- 5.2 Where **CARTEC-MALAYSIA** deems that a User has breached any of these Pre-Sale Terms, including fraudulently participating in the Pre-Sale Program, **CARTEC-MALAYSIA** reserves the right, at its sole and absolute discretion to:
- 5.2.1 prevent or restrict access of any User to the Pre-Sale Program, the **CARTEC-MALAYSIA** mobile app and/or Website;
 - 5.2.2 report any activity it suspects to be in violation of any applicable law, statute or regulation to the appropriate authorities and to co-operate with such authorities; and/or

5.2.3 cancel any Orders placed during a User's participation in the Pre-Sale Program.

6 MISCELLANEOUS

- 6.1 Any Clause in these Pre-Sale Terms, the Terms of Use, the Standard Terms and Conditions, the Privacy Policy, the Digital Vouchers & Gift Cards Terms and Conditions, the **CARTEC-MALAYSIA** Payment Account User Terms and Condition and the CartecMall Terms and Conditions as well as such other terms and conditions as may be agreed or accepted by a User, that are invalid, unenforceable or illegal shall be enforced as far as possible in accordance with its terms, but shall otherwise be deemed severed and shall not affect the enforceability of any other Clauses, terms and/or conditions which Clauses, terms and/or conditions shall continue to be valid and enforceable to the fullest extent permitted by law.
- 6.2 **CARTEC-MALAYSIA** reserves the sole right to alter, modify, add to or otherwise vary these Pre-Sale Terms at any time and from time to time, and in such manner as **CARTEC-MALAYSIA** deems appropriate at its absolute discretion. In the event of variation of these Pre-Sale Terms, if you continue to participate in or use the Pre-Sale Program thereafter, you shall be bound by the Pre-Sale Terms as so amended and shall be deemed to have accepted the Pre-Sale Terms as so amended.
- 6.3 **CARTEC-MALAYSIA** shall not be liable to you for any Losses which may be incurred as a result of any non-performance, error, interruption or delay in the performance of its obligations under these Pre-Sale Terms (or any part thereof) or in connection with the Pre-Sale Program or for any inaccuracy, unreliability or unsuitability of the program if this is due, in whole or in part, directly or indirectly to an event or failure which is beyond **CARTEC-MALAYSIA**'s reasonable control.

- 6.4 The laws of Malaysia shall apply and govern these Pre-Sale Terms. Any dispute arising out of or relating to these Pre-Sale Terms, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration administered by the Asian International Arbitration Centre under the AIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted. The number of arbitrators shall be one. The arbitration proceedings shall be conducted in English.
- 6.5 No vouchers or voucher codes may be used in conjunction with any Pre-Payment or Final Payment for any Product.