

TMG Gift Card **LOAD MORE SAVE MORE**



These are the terms and conditions relating to the purchase and use of the TMG Gift Card (hereinafter referred to as "Gift Card").

By purchasing and / or using the Gift Card, you agree to be bound to the following terms and conditions:

1. INTERPRETATION

1.1 In this terms and conditions;

- i. TMG means TUNAS MANJA GROUP MANAGEMENT SDN. BHD.
- ii. You as a person is in the possession of the Gift Card either by purchase or by gift for the purpose of using the Gift Card as a payment method at TMG Mart stores shall be subject to these terms and conditions.
- iii. TMG Mart means all and or any participating TMG Mart in Malaysia and any other TMG stores (including TMG Mall, TMG Plus, TMG Express and TMG Express 3000) as will be advised from time to time.
- iv. TMG Careline is our customer service centre which can be contacted at +60 12-998 0013 from Monday to Friday (9.00am until 5.00pm) and Saturday (9.00am until 12.30pm).

2. USAGE OF THE GIFT CARD

- 2.1 By presenting your Gift Card at any participating TMG Mart stores, the participating TMG Mart stores will accept the Gift Card as method of payment. The amount of your purchased items will be deducted from the current value on your Gift Card. The Gift Card can be used in full or part payment for any products purchased from TMG Mart.
- 2.2 There is no cash exchange or return for Gift Card purchases but any unused balance in the Gift Card can be stored for future purchases at any TMG Mart.
- 2.3 If you wish to purchase any products of higher value than the available value in the Gift Card, such difference can be paid by cash, credit card and/or any other payment methods accepted by TMG Mart which shall be advised from time to time.
- 2.4 Upon purchase of the Gift Card, you and/or the bearer shall be solely responsible for the safety of the Gift Card. Please keep the Gift Card safe and treat it like cash. No refund of the balance in the Gift Card is allowed due to any reasons and not limited to theft, damage and loss of the Gift Card. The Gift Card is not a credit, debit or loyalty card.
- 2.5 No registration of the Gift Card is necessary. Possession of the Gift Card constitutes ownership.

3. BALANCE INQUIRY, GIFT CARD RELOAD AND PURCHASE

- 3.1 The Gift Card can be loaded at all cashier lanes at any participating TMG Mart stores.
- 3.2 The initial value for the Gift Card upon purchasing is Ringgit Malaysia Fifty (RM50.00) while the subsequent top up value allowed starts from Ringgit Malaysia Fifty (RM50.00).
- 3.3 It is your responsibility to ensure that all details and amount reloaded is correct after each time you reload your Gift Card. No claim of wrongly reloaded amount will be entertained once you leave TMG Mart stores.
- 3.4 The Gift Card can be purchased up to a maximum of Ringgit Malaysia Five Thousand only.
- 3.5 Balance inquiry can be made at all cashier lanes at any participating TMG Mart stores.

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- 3.6 The Gift Card shall be valid for twelve (12) months from the date of activation of Gift Card. Activation of Gift Card refers to the purchase date of Gift Card.
- 3.7 For walk in customers of TMG Mart who purchase Gift Card at any TMG Mart stores, the expiry date of the Gift Card will be stated in the receipt of purchase of Gift Card.
- 3.8 For the avoidance of doubt, the validity of Gift Card will be extended for a further twelve (12) months from the date of any reload/payment transaction made on Gift Card. The minimum reload amount is Ringgit Malaysia Fifty (RM50.00).
- 3.9 Notwithstanding all of the terms and conditions herein contained, the Gift Card will be automatically expired if it remained inactive for a period of one (1) year from the date of last reload/payment transaction.

4. GIFT CARD RELOAD BONUS

- 4.1 You shall be entitled to a one point five percent (1.5%) additional Reload Bonus when you reload into Gift Card, subject to the following terms and conditions:

- a. The BONUS granted herein is a maximum value of Ringgit Malaysia Seventy Five (RM75) only.
- b. You will only be eligible for Reload Bonus with minimum reload of RM300 onwards. Maximum top up/reload value is set at RM5,000.
- c. Based on your reload denomination, every successful reload will receive additional Reload Bonus based on the following table:

Reload Amount	Additional Reload Bonus
RM300	RM4.50
RM400	RM6.00
RM500	RM7.50
RM600	RM9.00
RM700	RM10.50
RM800	RM12.00
RM900	RM13.50
RM1000	RM15.00

- d. Upon completion of the purchase, the additional Reload Bonus will be auto credit into your Gift Card balance.
- e. The percentage of Reload Bonus is subject to change from time to time.

5. REPLACEMENT CARD

- 5.1 If a Gift Card becomes faulty due to a manufacturing/technical defect or damaged through normal wear and tear, please go to your nearest TMG Mart and request for a replacement Gift Card. Any request for a replacement of Gift Card must be supported with the existing faulty Gift Card which shall be returned to TMG Mart.
- 5.2 Card replacement will not be entertained without the original Gift Card being returned to TMG Mart. Card replacement will be allowed once only. For the avoidance of doubt, no card replacement request will be entertained and allowed for any expired, lost or stolen Gift Card.
- 5.3 No replacement fee is charged for any successful request for a replacement card.



6. LOSS OR STOLEN CARD

- 6.1 TMG shall not be liable for any loss or damages suffered by you due to any lost or stolen Gift Card.
- 6.2 You shall use all precautions to prevent the loss and/or theft and/or unauthorized use of the Gift Card. TMG shall not entertain any request for balance refund or monetary claims on remaining value due to the lost or stolen Gift Card.

7. TERMINATION

- 7.1 TMG may, at its own discretion, terminate the Gift Card program/service by giving sixty (60) calendar days' notice of termination. Notice of such termination may be sufficiently sent by way of publication on the TMG Mart's website or notification by way of announcement at our TMG Mart stores. Alternately in lieu of notification by way of publication on the TMG Mart's website or notification by way of announcement at the TMG Mart stores, TMG Mart at its sole discretion may give notice of such termination of the Gift Card program/service by advertising in at least two (2) local newspapers circulating in Malaysia.
- 7.2 You will have sixty (60) calendar days inclusive of the date of such notice as mentioned in Clause 6.1 to utilize the remaining value available in the Gift Card. Your failure to receive such notice or to read such publication shall not be construed as failure by TMG Mart to notify you. All balance remaining unused at the end of the 60-days' period shall become void and non-refundable.

8. INDEMNITY AND LIABILITY

- 8.1 TMG (including its successors, assigns, offices, directors, shareholders, agents, affiliates and subsidiaries) and the participating TMG Mart store shall not be liable to you or any third party authorized by or claiming through you for any loss, damage, cost, expenses, actions, suits, claims and demand whatsoever, whether direct, indirect, special or consequential, of loss of business, revenue or profits or of any nature suffered by you or any person for any loss, damage or injury caused or suffered by a person arising from the usage of the Gift Card including but not limited to :
- a. Any failure in the OPT and/or IPT and/or EDC terminal to operate which results in the inability of the participating TMG Mart stores to accept payment by way of the Gift Card;
 - b. Any malfunction or unauthorized use of the Gift Card caused by your negligence in handling and using the Gift Card;
 - c. Any act, omission, error, fault or delay by TMG Mart (including its successors, assigns, officers, directors, shareholders, agents, affiliates and subsidiaries) and the participating TMG Mart stores in relation to the operation of the Gift Card;
 - d. Any act by TMG Mart arising from the act of providing and allowing the usage of the Gift Card;
 - e. Any other event which will be advised from time to time.

9. GENERAL

- 9.1 The Gift Card remains TMG Mart's property at all times.
- 9.2 To the maximum extent permitted by law, the liability of TMG Mart (including its successors, assigns, officers, directors, shareholders, agents, affiliates and subsidiaries) and participating TMG Mart stores, in all circumstances, is limited to the total amount available in the Gift Card or the sum Ringgit Malaysia Five Thousand only RM 5,000 (does not include Reload Bonus), whichever is lower.
- 9.3 TMG Mart shall hold no liability in the event that any participating TMG Mart stores refuses to accept the Gift Card for any reason whatsoever.
- 9.4 Any dispute regarding the goods and / or services purchased with the Gift Card must be directed to TMG Careline within two (2) days of the said dispute.
- 9.5 The Gift Card terms and conditions are governed by and shall be construed in accordance with the laws of Malaysia. You hereby expressly submit to the non-exclusive jurisdiction of the courts of Malaysia.

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- 9.6 If any of the provisions herein contained should be invalid, illegal or unenforceable under any applicable law, the legality and enforceability of the remaining provisions should not be affected.
- 9.7 TMG Mart is the final authority as to the interpretation of these terms and conditions and as to any other questions or disputes regarding the Gift Card.
- 9.8 TMG Mart assumes no responsibility for any technical failure of the Gift Card system including but not limited to failure in the OPT, IPT and/or EDC or due to any other reason that results in the Gift Card not being accepted by any participating TMG Mart stores.
- 9.9 TMG Mart reserves the right to amend these terms and conditions from time to time when it reasonably considers necessary to do so. Reasonable notice shall be posted on TMG Mart's website as a notification of the said amendment(s). Please take note that your continued usage of the Gift Card after any amendment(s) being made to these terms and conditions shall constitute your unconditional acceptance to the amendment(s) made.
- 9.10 TMG Mart shall not be liable for any loss or inconvenience experienced by you resulting from the amendment(s) of these terms and conditions.
- 9.11 All communications and / or correspondences by TMG Mart, either by way of notification at TMG Mart's website and/or the TMG Mart stores, advertisements and/or any other media deemed fit shall immediately supersede the previous communication and/or correspondence with regards to the same matter, unless expressed and clearly stated otherwise.
- 9.12 Any notice to be given pursuant to these terms and conditions shall sent to you by way of notification at the TMG Mart outlet and/or publication on the TMG Mart's website. Alternatively, in lieu of notification at the TMG Mart outlet and / or publication on the TMG Mart's website, at the sole discretion of TMG Mart such notification can be made through advertisement in at least two (2) local newspapers circulating in Malaysia.
- 9.13 In the event of any inconsistency between English version and the Bahasa Malaysia version of these Terms and Conditions, the English version shall prevail.
- 9.14 Any communications to be given by you to TMG Mart in relation to these terms and conditions can be made by calling TMG Careline or by sending it in writing either by email to hello@tunasmanja.com or mailing it to the following address:

TUNAS MANJA GROUP MANAGEMENT SDN.BHD.

Head Office: B42, Jalan Air Putih, 25300 Kuantan, Pahang Darul Makmur, Malaysia