ONECARD AND ONECARD KIDS+ CARDHOLDER TERMS AND CONDITIONS OF USE (Englishv.1.14 September 2016)

Eligibility

1. You must be 18 years or older to be eligible to apply for the ONECARD. For applicants below 18 years of age, the application form must be signed by your parent or legal guardian.
2. You are only eligible to apply for and hold one (1) valid ONECARD at any one time. Bandar Utama City Centre Sdn Bhd ("**the Operator**") reserves the right to reject additional or multiple applications if the Operator determines in its absolute discretion that the applications are made by the same person.
3. You may apply for ONECARD membership at
   (a) The Concierge, 3rd Floor Highstreet; 1 Utama Shopping Centre or at any 1 Utama Customer Service Centres at either the Ground Floor, Highstreet or 2nd Floor, Centre Court;
   (b) The Customer Service Counter at The Club, Bukit Utama; or
   (c) ONESHOP, the Bandar Utama Online Shopping Site via www.oneshop.com.my
   by completing the application form and presenting your MyKad (if you are a Malaysian citizen) or such other personal identification as required by the Operator.
4. You shall comply with the ONECARD Terms and Conditions of Use and the Policy on Privacy & Data Protection as stated herein below.
5. You may apply for the ONECARD Kids+ membership if you are aged 12 years and below. Please ensure that your parent or legal guardian consents to your application and is also a valid ONECARD member.
6. A ONECARD member can apply up to a maximum of four (4) ONECARD Kids+.
7. You may apply for ONECARD Kids+ membership at:
   (a) The Concierge, 3rd Floor Highstreet, 1 Utama Shopping Centre or at any 1 Utama Customer Service Centres at the Ground Floor, Highstreet or 2nd Floor, Centre Court;
   (b) The Customer Service Counter at The Club, Bukit Utama; or
   (c) ONESHOP, the Bandar Utama Online Shopping Site via www.oneshop.com.my
   by completing the application form and presenting the child's MyKID or Birth Certificate (if you are a Malaysian Citizen) or such other personal identification as required by the Operator.

Use of ONECARD & ONECARD Kids+

8. The ONECARD or ONECARD Kids+ is valid for use at all ONECARD participating outlets' physical stores and online stores at ONESHOP ("**Outlets**"). A current list of Outlets is available at the Concierge or any 1 Utama Customer Service Centres or on www.onecard.com.my.
9. You must present your ONECARD, ONECARD Kids+ or e-ONECARD to the cashier of the Outlet at the time of purchase and/or input your ONECARD Membership No. at the time of check out for transactions via ONESHOP in order to earn and redeem UPoints and to receive the benefits and privileges that are on offer from time to time. The Outlet and the Operator of the ONECARD Programme are not obliged to backdate any UPoints transactions.

10. Your ONECARD or ONECARD Kids+ PIN shall be kept confidential at all times.

Application Fee

11. An application fee of RM20.00 for 3 years application or RM30.00 for a 5 years application is payable to the Operator upon submitting your application to become a ONECARD cardholder. This fee is inclusive of Goods and Service Tax and is not refundable.
12. ONECARD Kids+ is free for all valid ONECARD members.

Earning and Redeeming UPoints

13. Earning of UPoints:
    For every RM1.00 of the "Total Invoice Value" (rounded down to the nearest RM1.00) paid by you at an Outlet, you will earn 1 UPoint ("**UPoint Earning Transaction**").
    "Total Invoice Value" in relation to a purchase at the Outlet shall mean the amount chargeable by the Outlet for a purchase at the Outlet after deduction for any discounts and rebates, after addition of service charges and the Goods and Services Tax (GST).
14. In relation to a purchase via ONESHOP, Total Invoice Value means the amount chargeable by the operator of ONESHOP to the ONECARD cardholder for the purchase of each single item from a merchant at the retail price after deduction for any discounts and rebates and after addition of service charges and the GST.
15. Redemption of UPoints:
    1 UPoint is worth RM0.01 that you can use to redeem against purchases made at the Outlet's physical store or online store via ONESHOP.
16. You can redeem accumulated UPoints to either make full payment of the Total Invoice Value or to partially reduce the Total Invoice Value at any Outlet's physical store or online store via ONESHOP ("**UPoint Redemption Transaction**").
17. For a partial reduction of the Total Invoice Value, the balance sum of the unpaid Total Invoice Value is payable by you to the Outlet in the normal course of business (either by cash or credit card, if acceptable by the Outlet or by the approved payment methods via ONESHOP) and you will earn UPoints on the balance sum.
18. The Operator reserves the right to deduct UPoints, not to credit any UPoints earned or allow redemption of any UPoints in the event that the Operator has a reasonable suspicion that the UPoints were earned or redeemed fraudulently or in error.
19. In the event the Operator has a reasonable suspicion that the UPoints were earned or redeemed fraudulently or in error, the Operator reserves the right to suspend a transaction at any time without notice pending further investigation and/or proof of the transaction.
20. UPoints earned via a UPoints Earning Transaction cannot be redeemed for cash.
21. The Operator may vary the value attached to each UPoint from time to time.

UPoints Transfer

22. You may, subject to the conditions stated herein below, be allowed to transfer your Upoints to another ONECARD or ONECARD Kids+ cardholder ("UPoints Transfer").
23. The UPoints Transfer is subject to the following conditions:-
    (a) The receipient of the UPoints ("the Transferee") must be an exisiting ONECARD cardholder before the transfer is made;

(b) You, as the Transferor, must clearly specify the IC number or ONECARD Membership number of the Transferee, as well as ensure that all required details are filled up accurately in order for the UPoints Transfer to be effected;
(c) Each UPoints Transfer must be for a minimum 1,000 UPoints to a maximum 20,000 UPoints, and must be in whole number;
(d) The UPoints Transfer cannot be reversed or cancelled or redeemable for cash either by you or the Transferee once it has been made;
(e) The Operator shall not be responsible for any incorrect transfer made where the transfer is not due to any error by the Operator, its employees or agents, and in such circumstances the Operator will not be liable to refund any UPoints which was incorrectly or mistakenly transferred.

24. The Transferee will be notified via Short Messaging Services (SMS) to his/her mobile number as provided in the application form when the UPoints Transfer is successfully transferred to his/her ONECARD account.
25. A successful UPoints Transfer will be reflected in the UPoints Transaction History of both the Transferor and Transferee.
26. The UPoints Transfer will be credited into the Transferee's account on the same day or up to a maximum of THREE (3) business days from the date of submission for the UPoints Transfer.
27. All successful UPoints Transfers shall incur the following fees:
    (a) 0.5% of the RM value of the UPoints transferred as the Transfer Processing Fee; and
    (b) 6% Goods and Service Tax on the total Transfer Processing Fee.
28. No refund shall be allowed for UPoints Transfer upon the expiration or cancellation of the ONECARD.
29. UPoints Transfer may be made at any ONECARD e-kiosk, ONECARD website at www.onecard.com.my, or according to the procedure as advised by the Operator from time to time.
30. The Operator reserves the right to impose limits on the number of ONECARD UPoints transferred and number of transfers allowed from time to time.

Car Parking Credits ("CPC")

31. You may use your ONECARD to enter designated Bandar Utama car parks (which includes but is not limited to the car park at 1 Utama Shopping Centre, Centrepoint Neighbourhood Centre, The Club @ Bukit Utama, Village Shops @ The Club, 1 Tech Park, 1 First Avenue, Plaza IBM/KPMG Tower, One World Hotel) by topping up the ONECARD with CPC.
32. For the avoidance of doubt, the CPC are different from and are stored separately from the UPoints.
33. You may top up your ONECARD with CPC at selected autopay stations ("**APS**") which are located in designated Bandar Utama properties.
34. You may top up CPC into your ONECARD by the following manner :
    (a) By converting your available UPoints into CPC (available at the Concierge only);
    (b) By paying cash; and/or
    (c) A combination of both.
35. For the purposes of entering into the designated Bandar Utama car park, your ONECARD must have a minimum CPC balance of RM5.00.
36. For the purposes of topping up CPC by way of converting your available UPoints, there must be a minimum balance of 1,000 UPoints available in your ONECARD.

37. The minimum top up value of CPC via cash at the APS is RM5.00.
38. If you have converted your UPoints into CPC, you cannot convert the CPC back into UPoints. Further, CPC cannot be converted into cash except in the case of a permitted refund as described below.
39. If CPC in your ONECARD are a combination of UPoints conversion, bonus and free CPC (via promotions) and cash top ups via APS, any deductions of CPC to pay for car parking charges will be deducted in accordance with the cash-first deduction policy as determined by the Operator and any permitted refunds will be calculated accordingly.
40. If you use your ONECARD at any Bandar Utama car park, you must abide by the respective car parking rules and regulations applicable at each Bandar Utama car park that you enter.

Reloading of UPoints

41. You may reload UPoints into your ONECARD & ONECARD Kids+ via cash at the electronic UPoints reload kiosks available at designated Bandar Utama properties.
42. If the UPoints in your ONECARD & ONECARD Kids+ are a combination of UPoints earned via UPoints Earning Transactions, bonus and free UPoints (via promotions), cash reloads via a UPoints reload kiosk and UPoints converted from a ONECARD Gift Card, any deductions of UPoints as a result of UPoints Redemption Transactions will be deducted in accordance with the cash-first deduction policy as determined by the Operator and any permitted refunds will be calculated accordingly.

Redeeming UPoints for Usage of Facilities at The Club @ Bukit Utama

43. You may redeem UPoints to pay for the usage of facilities at The Club @ Bukit Utama.
44. If you use your ONECARD & ONECARD Kids+ at The Club @ Bukit Utama, you must abide by the rules and regulations of The Club @ Bukit Utama.

ONECARD Gift Card

45. You may purchase a ONECARD Gift Card containing UPoints as a gift for a third party ("**the Recipient**") at
    (a) The Concierge, 3rd Floor Highstreet, 1 Utama Shopping Centre or at any 1 Utama Customer Service Centres at the Ground Floor, Highstreet or 2nd Floor, Centre Court; or
    (b) ONESHOP via www.oneshop.com.my.
    The ONECARD Gift Card allows the Recipient to make payment for purchases of goods and services at the Outlets via UPoints Redemption Transactions by converting the value of the ONECARD Gift Card into UPoints into the Recipient's ONECARD and ONECARD Kids+.
46. You may purchase the ONECARD Gift Card by cash or credit card (minimum purchase value of RM50 applies if you purchase by credit card).
47. The minimum monetary value for each ONECARD Gift Card is RM10.00 which entitles the Recipient to receive 1,000 UPoints. The maximum monetary value for each ONECARD Gift Card is RM200.00 which entitles the Recipient to receive 20,000 UPoints for his/her shopping pleasure.
48. When the ONECARD Gift Card has been purchased and given to the Recipient, the Recipient must present the ONECARD Gift Card for conversion of UPoints into a ONECARD at our Concierge or any 1 Utama Customer Service Centres or through online conversion via the ONECARD website at www.onecard.com.my together with proof of identity for verification purposes.

49. It is your sole responsibility to ensure that the Recipient presents the ONECARD Gift Card at our Concierge or any 1 Utama Customer Service Centres or through online conversion via the ONECARD website at www.onecard.com.my on or before the ONECARD Gift Card expiry date. If you fail to convert the value of the ONECARD Gift Card into UPoints prior to the expiry date, the Operator will forfeit the value of the ONECARD Gift Card and the Operator will not be liable for any compensation or to pay any refunds to you in relation to the forfeiture.
50. In the event that the Recipient is an existing ONECARD or ONECARD Kids+ cardholder, the value of the ONECARD Gift Card given by you will be converted into UPoints into the Recipient's existing ONECARD or ONECARD Kids+ for his/her shopping pleasure.
51. In the event that the Recipient is NOT an existing ONECARD or ONECARD Kids+ cardholder, the Operator will issue a complimentary ONECARD or ONECARD Kids+ to the Recipient which is valid for 5 years. The value of the ONECARD Gift Card given by you will then be converted into UPoints into the new ONECARD or ONECARD Kids+ for his/her shopping pleasure.
52. If the UPoints in your ONECARD or ONECARD Kids+ are a combination of UPoints earned via UPoints Earning Transactions, bonus and free UPoints (via promotions), cash reloads via a UPoints reload kiosk and UPoints converted from a ONECARD Gift Card, any deductions of UPoints as a result of UPoints Redemption Transactions will be deducted in accordance with the cash-first deduction policy as determined by the Operator and any permitted refunds will be calculated accordingly.
53. The UPoints which are converted into the ONECARD or ONECARD Kids+ from a ONECARD Gift Card are strictly not redeemable for cash save and except if the cardholder applies for a refund upon the expiration or cancellation of the ONECARD or ONECARD Kids+ in accordance with these Terms and Conditions of Use.

ONECARD E-Gift Card

54. You may purchase a ONECARD E-Gift Card containing UPoints as a gift for a third party ("**the Recipient**") at ONESHOP via www.oneshop.com.my. The ONECARD E-Gift Card allows the Recipient to make payment for purchases of goods and services at the Outlets' physical store and via ONESHOP by way of Upoints Redemption Transactions after converting the value of the ONECARD E-Gift Card into UPoints into the Recipient's ONECARD or ONECARD Kids+.
55. You may pay for the purchase of the ONECARD E-Gift Card by debit card or credit card, online bank transfer or by any other method provided by ONESHOP.
56. The minimum value for each ONECARD E-Gift Card is RM 50.00, which entitles the Recipient to receive 5,000 UPoints. The maximum monetary value for each ONECARD E-Gift Card is RM 200.00 which entitles the Recipient to receive 20,000 UPoints for his/her shopping pleasure.
57. When the ONECARD E-Gift Card has been purchased and given to the Recipient, the Recipient may convert the ONECARD E-Gift Card into UPoints via the ONECARD website at www.onecard.com.my or present the ONECARD E-Gift Card at our Concierge or any 1 Utama Customer Service Centres together with proof of identity for verification purposes.
58. It is your sole responsibility to ensure that the Recipient presents the ONECARD E-Gift Card at the Concierge or at any 1 Utama Customer Service Centres or converts the ONECARD E-Gift Card into UPoints via the ONECARD website at www.onecard.com.my on or before the ONECARD E-Gift Card expiry date. If the Recipient fails to convert the value of the ONECARD E-Gift Card into UPoints prior to the expiry date, the Operator will forfeit the value of the ONECARD E-Gift Card and the Operator will not be liable for any compensation or to pay any refunds to you or the Recipient in relation to the forfeiture.

59. In the event the Recipient is an existing ONECARD or ONECARD Kids+ cardholder, the value of the ONECARD E-Gift Card will be converted into UPoints into the Recipient's existing ONECARD or ONECARD Kids+ for his/her shopping pleasure.
60. In the event that the Recipient is NOT an existing ONECARD or ONECARD Kids+ cardholder, the Operator will issue a complimentary ONECARD or ONECARD Kids+ to the Recipient which is valid for 5 years. The value of the ONECARD E-Gift Card will then be converted into UPoints into the new ONECARD or ONECARD Kids+ for his/her shopping pleasure
61. If the UPoints in your ONECARD or ONECARD Kids+ are a combination of UPoints earned via UPoints Earning Transactions, bonus and free UPoints (via promotions), cash reloads via a Upoints reload kiosk and UPoints converted from a ONECARD E-Gift Card, any deductions of UPoints as a result of UPoints Redemption Transactions will deduction policy as determined by the Operator and any permitted refunds will be calculated accordingly.
62. The UPoints which are converted into the ONECARD or ONECARD Kids+ from a ONECARD E-Gift Card are strictly not redeemable for cash save and except if the cardholder applies for refund upon the expiration or cancellation of ONECARD or ONECARD Kids+ in accordance with these Terms and Conditions of Use.

Refunds by Outlets, Void and Offline Transactions

63. If an Outlet offers you a refund in relation to a sale or voids a sale transaction for which UPoints have been earned or redeemed by you, the Operator or the Outlet may, in its sole and absolute discretion, reverse in its entirety or partially the earning or redemption of the UPoints on your ONECARD & ONECARD Kids+.
64. Where permitted by the Operator, an Outlet may perform an offline UPoint Earning Transaction. You will not be entitled to any UPoints earned during an offline transaction until verified and confirmed by the Operator.

Refunds by ONESHOP

65. If ONESHOP offers you a refund in relation to a sale or voids or cancels a sale transaction for which UPoints have been earned or redeemed by you, the Operator or ONESHOP may, in their sole and absolute discretion, reverse in its entirety or partially the earning or redemption of the UPoints on your ONECARD or ONECARD Kids+.

Refunds of CPC and UPoints Reloads

66. You may apply for a refund of the remainder balance of CPC and UPoints reloads which are topped up, reloaded or purchased via cash or credit card ("**Eligible refunds**").
67. You may only apply for the Eligible Refunds of the CPC and UPoints reloads upon expiry or cancellation of the ONECARD or ONECARD Kids+ by you in the absence of fraud or breach of these Terms and Conditions of Use by you.
68. You must apply for the Eligible Refund at the Concierge or any 1 Utama Customer Service Centres by completing a refund request form and supplying all required supporting documentation. Your completed refund request must be received by the Operator within 30 days of your ONECARD or ONECARD Kids+ expiring or request for cancellation of the ONECARD or ONECARD Kids+ (whichever the case may be).
69. An administrative fee of RM5.00 (inclusive of Goods and Service Tax) will be chargeable for the processing of such refunds. The Operator will process the refund request within 30 days from the date of application for the refund so long as the amount to be refunded is undisputed and has been

verified and confirmed by the Operator and you have provided to the Operator all the necessary information.

70. The refund will only be made to the ONECARD and ONECARD Kids+ cardholder to whom the refund relates. Refunds will not be made to third parties.
71. The Operator will process all refund requests in accordance with the cash-first deduction policy. The administration fee of RM5.00 (inclusive of Goods and Service Tax) will be deducted from the cash portion of any balance as a priority.
72. Any CPC and UPoints which are derived from non-cash top ups and reloads, bonuses and free promotions, conversions via UPoints redemptions, used UPoints and used CPC (stolen or otherwise) are strictly not refundable.
73. If the Operator does not receive your completed refund request within 30 days of the date of expiry or cancellation of your ONECARD or ONECARD Kids+, the Operator will forfeit all remainder CPC, UPoints reloads and ONECARD Gift Cards and the Operator will not be liable for any compensation or to pay any refunds to you in relation to the forfeiture.
74. The Operator reserves the right not to process a refund request if it determines in its sole and absolute discretion that the refund request may be contrary to any law or regulation and the Operator will not be liable for compensation, loss or damage arising thereof.

Refunds of ONECARD Gift Card / ONECARD E-Gift Card

75. You may apply for a refund in relation to a ONECARD Gift Card / ONECARD E-Gift Card under the following circumstances only :
    (a) If the value of the ONECARD Gift Card / ONECARD E-Gift Card has been converted into UPoints into the Recipient's ONECARD or ONECARD Kids+, the Recipient may apply for a refund of the remainder balance of the converted UPoints only upon the expiry or cancellation of the Recipient's ONECARD or ONECARD Kids+ and the refund will only be made to the Recipient.
    (b) If the ONECARD Gift Card / ONECARD E-Gift Card has not been converted into UPoints into a ONECARD or ONECARD Kids+ and is still under the possession of the purchaser of the ONECARD Gift Card / ONECARD E-Gift Card, the Purchaser may apply for a refund of the value of the ONECARD Gift Card / ONECARD E-Gift Card on or before the ONECARD Gift Card / ONECARD E-Gift Card expiry date only and the refund will only be made to the Purchaser.
    (c) If the ONECARD Gift Card / ONECARD E-Gift Card has been given to the Recipient but the Recipient has not converted the value of the ONECARD Gift Card / ONECARD E-Gift Card into UPoints, the Recipient must first convert such value into the Recipient's ONECARD or ONECARD Kids+ before the Recipient may apply for a refund of the remainder balance of the converted UPoints in accordance with the sub-clause above.
76. You may apply for a refund in relation to a ONECARD Gift Card / ONECARD E-Gift Card in the absence of fraud or breach of these Terms and Conditions of Use by you.
77. You must apply for the refund at the Concierge or any 1 Utama Customer Service Centres by completing a refund request form and supplying all required supporting documentation. If you are the Recipient, your completed refund request must be received by the Operator within 30 days of your ONECARD or ONECARD Kids+ expiring or request for cancellation of the ONECARD or ONECARD Kids+. If you are the Purchaser, your completed refund request must be received by the Operator on or before the expiry of the ONECARD Gift Card / ONECARD E-Gift Card.

78. An administrative fee of RM5.00 (inclusive of Goods and Service Tax) will be chargeable for the processing of such refunds. The Operator will process the refund request within 30 days from the date of application for the refund so long as the amount to be refunded is undisputed and has been verified and confirmed by the Operator and you have provided to the Operator all the necessary information.
79. The refund will only be made to the Recipient or Purchaser whichever the case may be. Refunds will not be made to third parties.
80. The Operator will process all refund requests in accordance with the cash-first deduction policy. The administration fee of RM5.00 (inclusive of Goods and Service Tax) will be deducted from the cash portion of any balance as a priority.
81. Any value or UPoints which are derived from non-cash mechanisms, bonuses and free promotions, used UPoints (stolen or otherwise) are strictly not refundable.
82. If the Operator does not receive your completed refund request within 30 days of the date of expiry or cancellation of your ONECARD or ONECARD Kids+ or on or before the expiry of the ONECARD Gift Card / ONECARD E-Gift Card (whichever the case may be), the Operator will forfeit all remainder UPoints and value and the Operator will not be liable for any compensation or to pay any refunds to you in relation to the forfeiture.
83. The Operator reserves the right not to process a refund request if it determines in its sole and absolute discretion that the refund request may be contrary to any law or regulation and the Operator will not be liable for compensation, loss or damage arising thereof.

UPoints Balance

84. You may check your UPoints balance by inquiring at any Outlet, Concierge or any 1 Utama Customer Service Centres, ONECARD kiosk, 1 Utama Mobile App on mobile devices and/or on the ONECARD website at www.onecard.com.my.

Validity & Expiry

85. The ONECARD is valid for 3 years or 5 years whichever is applicable from the date your application is accepted or from the date the card is renewed.
    (a) You may enjoy a FREE 3-year membership renewal when you utilise your ONECARD for purposes of earning or redeeming UPoints for 10 times or more within your last renewed membership period.
86. The ONECARD can be renewed online via ONESHOP or by presenting the card at the Concierge or any 1 Utama Customer Service Centres and paying the renewal fee of RM20.00 for a 3 years renewal or RM30.00 for a 5 years renewal. This fee is inclusive of Goods and Service Tax and is not refundable.
87. If a ONECARD cardholder does not renew their card before the expiry date, the Operator is authorised to auto renew the ONECARD membership via an auto deduction of 2,000 UPoints (equivalent to 3 years membership fee of RM20.00) from their ONECARD account in payment of the renewal fee if there is sufficient UPoints balance in the account. The remaining balance of UPoints and CPC shall be carried forward to the renewed ONECARD. UPoints used for auto renewal are not refundable.
88. UPoints earned or reloaded remain valid for redemption and CPC topped up remain valid for use for so long as the ONECARD or ONECARD Kids+ to which it relates remains valid.
89. The validity of ONECARD Kids+ will follow his or her parents ONECARD expiry date.

90. A ONECARD Kids+ membership will be automatically upgraded to a ONECARD for 5 years FREE upon attainment of the age of 13 years' old. Members are required to change their ONECARD Kids+ to ONECARD before 18 years' old at our Concierge or any 1 Utama Customer Service Centres.
91. Upon expiry, revocation, cancellation or termination of the ONECARD or ONECARD Kids+, all UPoints earned or reloaded but not redeemed and all remainder CPC under the expired, revoked, cancelled or terminated card will be automatically forfeited and the Operator will not be liable for any compensation to the cardholder in relation to the forfeiture except in the case of a permitted refund as described above.

Lost, Stolen or Damaged Cards

92. A replacement fee of RM10.00 (inclusive of Goods and Service Tax) will be charged for replacement of lost, stolen or damaged cards. This fee is not refundable. If your ONECARD or ONECARD Kids+ has been lost, stolen or damaged, you must report the loss or damage to the Concierge or any 1 Utama Customer Service Centres in person or by calling (03) 7725 5788 or (03) 7710 8118 as soon as reasonably practicable.
93. If your ONECARD or ONECARD Kids+ is damaged, lost or stolen, the Operator is not obliged to replace nor refund the remainder UPoints and CPC that were on your ONECARD or ONECARD Kids+.

Card Cancellation

94. Prior to expiry, you may cancel your ONECARD or ONECARD Kids+ at the Concierge or any 1 Utama Customer Service Centres by handing in your ONECARD or ONECARD Kids+ and completing and signing the required form. Upon cancellation, all remainder UPoints earned or reloaded but not redeemed under your cancelled ONECARD or ONECARD Kids+ will be forfeited and the Operator will not be liable for any compensation or to pay any refunds to the cardholder in relation to the forfeiture except in the case of a permitted refund as described above. If you are a member of The Club @ Bukit Utama, you cannot cancel your ONECARD or ONECARD Kids+ so long as you are a valid member of The Club @ Bukit Utama.

Disputed Transactions

95. If you wish to dispute a transaction in relation to your ONECARD or ONECARD Kids+, you must complete the relevant request form and submit with supporting written documents at the Concierge or any 1 Utama Customer Service Centres within seven (7) days of the date of the transaction.
96. The Operator is not obliged to process a request relating to a disputed transaction if the request is received after seven (7) days from the date of the transaction.

Miscellaneous

97. The ONECARD or ONECARD Kids+ is not a credit card, nor a charge card.
98. The ONECARD or ONECARD Kids+ is not transferable and The Operator and Outlet reserves the right to request that you provide personal identification for verification purposes.
99. The ONECARD or ONECARD Kids+ remains the property of the Operator and must be returned upon request.
100. The Operator reserves the right, in its sole and absolute discretion and at any time, to :

(a) Reject any application for the ONECARD or ONECARD Kids+ without having to provide reasons;
(b) Revoke or terminate the ONECARD or ONECARD Kids+ without having to provide reasons;
(c) To amend these Terms and Conditions from time to time with a notice period of a minimum of twenty one (21) days being given to the ONECARD or ONECARD Kids+ cardholder; and
(d) Suspend or terminate the ONECARD Programme without having to provide reasons.

101. The Operator, its subsidiaries, related companies and its agents and the Outlets are not liable for any loss, damage, cost and expense incurred by you or any third party arising from the carrying out of the ONECARD Programme.
102. Should you have any disputes, complaints or any feedback pertaining to the above, please contact the Operator via email at info@onecard.com.my or by telephone to the Concierge at (03) 7725 5788 or any 1 Utama Customer Service Centres at (03) 7710 8118.
103. If the Operator's resolution to your feedback and complaint pertaining to your ONECARD Upoints reload and/or refund by cash and/or ONECARD gift card is not satisfactory, you may seek assistance via:

Laman Informasi Nasihat dan Khidmat (LINK)
Bank Negara Malaysia
P.O. Box 10922
50929 Kuala Lumpur
Tel: 1-300-88-5465 (1-300-88-LINK)
(Overseas: +603-2174-1717)
Fax: +603-2174-1515
E-mail: bnmtelelink@bnm.gov.my
Operating Hours: 9.00 a.m. - 5.00 p.m. (Monday - Friday)

104. This English language version of these Terms and Conditions of Use is the operative ONECARD and ONECARD Kids+ Cardholder Terms and Conditions of Use. Other language versions of these terms and conditions are provided as translations for the convenience of cardholders and do not form part of the operative provisions of these Terms and Conditions of Use.
105. If you are a valid and unexpired member of The Club @ Bukit Utama, you are automatically a ONECARD or ONECARD Kids+ cardholder and this English language version of the ONECARD and ONECARD Kids+ Cardholder Terms and Conditions of Use apply to you in addition to The Club @ Bukit Utama's membership terms and conditions.
106. If you are a valid and unexpired member of the One World Hotel Club Card, you are automatically a ONECARD or ONECARD Kids+ cardholder and this English language version of the Terms and Conditions of Use apply to you in addition to the One World Hotel Club Card's membership terms and conditions.
107. In the event of any inconsistency in relation to a ONECARD or ONECARD Kids+ matter between these Terms and Conditions of Use and a provision in any other document, these Terms and Conditions of Use would prevail to the extent of the inconsistency.

Policy of Privacy and Data Protection

BANDAR UTAMA CITY CENTRE SDN BHD (Company No. 322382-T) respect the privacy of individuals with regards to Personal Data. This privacy policy is prepared and formulated in accordance with the Personal Data Protection Act 2010 ("**the Act**"). For the purpose of this privacy policy, "Personal Data" shall have the meaning as ascribed to in the Act. BUCC is committed to processing your personal data within the ambit of the Act.

Scope of the Act

The Act primarily aims to regulate the collection, holding, processing and use of Personal Data in commercial transactions and also to prevent malicious use of personal information. This Act plays a crucial role in safeguarding the interest of individuals and makes it illegal for anyone, be it corporate entities or individuals, to sell personal information or allow such use of the data by third parties.

The Act only applies to the processing of personal data in respect of "commercial transactions". A commercial transaction is widely defined as any transaction of a commercial nature, whether contractual or not which includes any matters relating to the supply or exchange of goods or services, agency, investments, financing, banking and insurance. There must be a commercial element in the processing of the personal data to attract the application of the said Act.

What Personal Data Do We Collect?

BUCC will collect certain Personal Data when you sign up with BUCC as a ONECARD or ONECARD Kids+ cardholder and any additional information required from time to time in connection with the provision of services, obtaining of feedback or conducting of surveys related to ONECARD or ONECARD Kids+.

In additional to the above, there are certain Personal Data collected when you use the ONECARD or ONECARD Kids+ for the purposes stated above.

The Personal Data which BUCC may collect are as follows:

(1) Name
(2) IC, Passport, MyKid and Birth Certificate number
(3) Gender
(4) Age
(5) Address
(6) Telephone number
(7) E-mail address
(8) Language preferences
(9) Profession & Income range

What is the Purpose of the Collection of Personal data?

By providing your Personal Data to BUCC herewith, you hereby agree that BUCC shall collect, retain and use the Personal Data for the purposes stated below and where required by law, where BUCC

consider that such use or disclosure in necessary to respond to any claims or legal process, or where BUCC suspects any form of fraud or unlawful activity.

(1) Notification of critical alerts, special offers, new services and products, updates and promotions of Tenants in 1 Utama Shopping Centre, Centrepoint Bandar Utama, The Club @ Bukit Utama and /or other related corporations of BUCC.
(2) Conducting surveys and research of spending pattern of consumers to develop new products and services and/or other related surveys/researches.
(3) Communication of any information pertaining to products and services under the related corporations of BUCC.

Do We Share and Disclose Your Personal Data?

BUCC does not sell, rent, lease or otherwise disclose your Personal Data to third parties unless otherwise stated organisational security measures when processing the Personal Data collected.

Selected Personal Data may be shared with entities participating in and/or providing services for ONECARD or ONECARD Kids+ (including tenants, consultants, agents, data processors and vendors) for use in connection with the ONECARD programme (including but not limited to identification of ONECARD or ONECARD Kids+ cardholders, communication with cardholders, resolving of disputes, participation in promotional activities, surveys or contests). BUCC may share your Personal Data with selected tenants of 1 Utama Shopping Centre, Centrepoint Bandar Utama, The Club @ Bukit Utama and One World Hotel to enable them to send materials to and contact ONECARD or ONECARD Kids+ cardholders on their marketing programmes in the same manner. You may any anytime request BUCC to cease sharing your Personal data in this manner by notifying BUCC at the contact particulars **provided below**.

What Happens If You Decide Not To Provide Personal Data?

The Personal Data compulsorily required by us for the stated purposes are as marked in asterisk (*). Should you decide not to provide the compulsory personal data required, BUCC in unable to proceed with the application for ONECARD or ONECARD Kids+ and reserves the right to cease the processing of the application and issuance of the ONECARD.

On the other hand, the Personal data which are not marked with asterisk are not compulsorily requires and as such, provision of such Personal Data are entirely at your discretion.

What Steps Are Taken to Safeguard the Security and Safety of Your Personal Data?

BUCC is required under the Act to protect and safeguard your Personal Data by taking pratical steps to implement security measures thereto, i.e. to protect your Personal Data from any loss, misuse, modification, unauthorized or accidental access or disclosure, alteration or destruction.

BUCC have assigned specific responsibilities to address privacy and security related manners and do enforce our internal policies and guidelines through an appropriate selection of activities, including proactive and reactive risk management, training and assessments. BUCC takes appropriate steps to address online security, risk of data loss and other such risks taking into consideration the risk represented by the processing and the nature of the data being protected. Further, BUCC takes steps to limit access to our data bases containing Personal Data to authorized persons having the justified need to access such information.

How Long Do We Retain Your Personal Data?
The Personal Data shall not be kept for longer than is necessary. Whilst the Act does not stipulate the time frame allowed for storage of your Personal Data, BUCC shall destroy and/or permanently delete your Personal Data once it is no longer required for the purpose for which it was processed.

Your Rights
The Act accords five (5) rights to individuals to safeguard their Personal Data as listed below:

(1) The Right of Access Personal Data
Subject to the provisions of the Act, you have the right to access your Personal Data and/or to correct your Personal Data with BUCC should you believe that the Personal Data provided is incorrect, outdated, inaccurate or incomplete. You may access to your Personal Data at the contact particulars **provided below**.

(2) The Right to Correct Personal Data
You may request for the Personal Data provided to be deleted and/or corrected if the data is inaccurate, incomplete, misleading or not up-to-date at the contact particulars **provided below**.

The integrity of the Personal Data which is collected is a crucial element in the Act. BUCC shall take reasonable steps to ensure that the Personal Data is accurate, complete, not misleading and kept up-to-date.

(3) The Right to Withdraw Consent
The consent which you have granted in respect of the processing of your Personal Data may not necessarily endure forever, as you may by notice in writing to the contact particulars provided below withdraw the consent granted. BUCC shall cease processing of your Personal Data upon receipt of your notice.

You are entitled to withdraw your consent at any time.

BUCC shall be required to obtain your explicit consent in the event that "Sensitive Personal Data" is being processed by BUCC and "Sensitive Personal Data" shall include medical history, political opinions, religious beliefs and commission or alleged commission of any offence.

(4) The Right to Prevent Processing for the Purposes of Direct Marketing
BUCC shall process your Personal Data in strict adherence to the consent which you have granted in respect of the processing of your Personal Data. As such, BUCC shall never process data for purposes of direct marketing where such purpose has not been identified and consent has not been obtained from you.

Should you receive marketing materials from BUCC via short messaging service (SMS), e-mails, telephone and/or by post and you wish to discontinue such receipt of marketing information, you may provide BUCC with a "opt out" notice to remove/delete your Personal Data from BUCC's database. Once an "opt out" notice has been received from you, BUCC shall within a reasonable time remove/delete your Personal Data from our database.

(5) The Right to Prevent Processing which is likely to cause Damage or Distress

We reiterate that BUCC shall process your Personal Data only where you have granted your consent for the processing of your Personal data for the abovestated purposes only.

You have the absolute right to prevent the processing of your Personal Data where your consent has not been obtained for such specific purposes and such processing of your Personal Data will cause or is likely to cause substantial unwarranted damage or distress to you or another person.

Change/Amendments to this Privacy Policy

BUCC may from time to time change this Privacy Policy. However, if the changes made are material, BUCC will post a notice advising of such change at the beginning of this Privacy Policy and use reasonable means to communicate to you such change within twenty one (21) days from such change.

You may at any time hereafter make written enquiries about this Privacy Policy and/or to enforce any of the abovestated five (5) rights by contacting BUCC via post, telephone, fax or e-mail at:

BANDAR UTAMA CITY CENTRE SDN. BHD. (Company No. 322382-T)
ONECARD PROGRAMME
4th Floor, 1 Utama Shopping Centre,
Lebuh Bandar Utama
Bandar Utama
47800 Petaling Jaya
Selangor Darul Ehsan
Malaysia
Tel: (03) 7726 4788
Fax: (03) 7722 5788
E-mail: info@onecard.com.my