



ONECARD GIFT CARD TERMS AND CONDITIONS OF USE (Englishv.1.13 May 2015)

ONECARD Gift Card

1. You may purchase a ONECARD Gift Card containing UPoints as a gift for a third party (“**the Recipient**”) at our Concierge or any 1 Utama Customer Service Centres. 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+.
2. You may purchase the ONECARD Gift Card by cash or credit card (minimum purchase value of RM50 applies if you purchase by credit card).
3. 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.
4. When the ONECARD Gift Card has been purchased and given to the Recipient, the Recipient must present the ONECARD Gift Card at our Concierge or any 1 Utama Customer Service Centres together with proof of identity for verification purposes.
5. It is your sole responsibility to ensure that the Recipient presents the ONECARD Gift Card at the Concierge or any 1 Utama Customer Service Centres 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.
6. 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.
7. 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.
8. 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.
9. 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.

Refunds of ONECARD Gift Card

1. You may apply for a refund in relation to a ONECARD Gift Card under the following circumstances only :
 - (a) If the value of the ONECARD 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 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, the Purchaser may apply for a refund of the value of the ONECARD Gift Card on or before the ONECARD Gift Card expiry date only and the refund will only be made to the Purchaser.
 - (c) If the ONECARD Gift Card has been given to the Recipient but the Recipient has not converted the value of the ONECARD 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.
2. You may apply for a refund in relation to a ONECARD Gift Card in the absence of fraud or breach of these Terms and Conditions of Use by you.
3. 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.
4. 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.
5. The refund will only be made to the Recipient or Purchaser whichever the case may be. Refunds will not be made to third parties.
6. 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.
7. Any value or UPoints which are derived from non-cash mechanisms, bonuses and free promotions, used UPoints (stolen or otherwise) are strictly not refundable.
8. 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 (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.
9. 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.