

MACHINES+ TERMS & CONDITIONS

Updated on 1 March 2024

The Machines+ membership is a loyalty program owned and managed by MACHINES SDN. BHD. ("Machines"), and it is applicable at all participating Machines Stores and official online stores (www.machines.com.my) in Malaysia. Machines reserves the right to decline membership without prior notice for those with a revoked past membership or deemed ineligible at Machines' sole discretion, including violations of laws, regulations, or Service misuse as stated in these terms and conditions.

By using the Machines+ membership, you hereby agree to be bound by the following terms and conditions:

1. MEMBERSHIP

- a. You must be aged 18 years or over in order to be eligible to apply for the Machines+ membership. Machines+ EDU membership with UNIDAYS verification is eligible for students over the age of 16.
- b. You may apply for the membership at [Machines official online](#) page by completing the application form and providing your personal information as requested.
- c. Each customer is allowed to sign up for only one (1) Machines+ membership account, regardless of any tier between Machines+ Premium, Machines+ Elite or Machines+ EDU. The membership is strictly for individual members and is not transferable for family sharing, company, or corporate accounts.
- d. Employees of Machines Sdn Bhd and its subsidiaries are not eligible for Machines+ membership.
- e. Machines has the right to modify any Terms and Conditions related to the Machines+ membership programs at any time, without prior written notification. Members are obligated to adhere to all changes made to these Terms and Conditions.
- f. Machines reserves the right to refuse or disable additional accounts at any time without prior notice. All benefits are non-transferable, not for sale and can only be used by the individual who is named or registered for the membership unless expressly stated otherwise.
- g. Membership will terminate automatically upon your death or when you are declared bankrupt and points earned not redeemed at the time of death or declaration of bankruptcy, will be automatically forfeited.

2. USE OF THE MEMBERSHIP

- a. You must provide your registered mobile number to the cashiers at any of the participating Machines stores prior to the item(s) being scanned each time you make a purchase in order to earn or redeem your points. Machines are not obliged to backdate any point transactions.
- b. As a Machines+ member, you are required to provide your registered mobile number for any points redemption to offset for the purchases at any of the participating Machines Stores.

- c. *Machines has the sole and absolute discretion to refuse processing any points collection / redemption request made by you, in the event Machines suspect of any fraudulent activities related to your membership account.*
- d. *All applicable taxes herein shall be borne and payable by you.*

3. POINTS

- a. *Points are awarded based on the Member's Tier as follows:*

Membership Tier	Elite	Premium	EDU
Reward points earned per RM1 spent	2x	1x	1x

Examples on how the points are earned:

(i) If you are a Machines+ Premium member and you purchased a device at RM5,499, you will earn 5,499 points.

(ii) If you are a Machines+ Elite member and you purchase a device at RM5,499, you will earn 10,998 points.

(Points earned excludes the purchase of gift cards, e-gift cards, taxes and/or shipping and payment via redemption of points, gift cards, e-gift cards, gift vouchers, vouchers, discounts).

- b. *Points can be redeemed for use in your next purchase at any Machines stores. The conversion rate is 5,000 points equivalent to RM30 Machines voucher. Points will be deducted automatically from a member's account upon redemption of Machines voucher(s).*

Total Points Required to Redeem	Total Value of Machines Voucher (RM) to receive
5,000	30

Maximum two (2) Machines vouchers, i.e. RM 60 (10,000 points) can be redeemed per transaction. Once the points are converted to Machines voucher, it cannot be canceled and points cannot be refunded. Machines voucher is not exchangeable for cash or converted/ refunded into points. Machines vouchers are not valid for use with any ongoing retail promotions. Points collected are not exchangeable or redeemable for cash, prizes, credit or any products except for those stated in the Machines+ membership (if any).

- c. *Points collected are not transferable to another member and are not allowed to merge with another Member's points.*
- d. *For Machines+ Premium and Machines+ Elite, points shall be valid for a period of twenty-four (24) calendar months and thirty-six (36) calendar months for Machines+ EDU, commencing from the date the points are credited to your membership account. Points validity for Machines+ EDU remainder points earned but not redeemed will change to twenty-four (24) months validity once the Machines+ EDU membership tier is automatically converted to Machines+ Premium member tier upon the end of the Machines+ EDU member's graduating year.*

Membership Tier	Elite	Premium	EDU
Points Validity	24 months	24 months	36 months

- e. *Earn at least 10,000 points in a calendar year (12 months) to be upgraded to Machines+ Elite. Once you are upgraded to Machines+ Elite, you will enjoy two (2) points for every RM1.00 spent. To maintain your Machines+ Elite tier, you are required to spend RM10,000 within twelve (12) months starting from the date you are upgraded to Machines+ Elite.*
- f. *Machines has the right to reverse the points earned at any time if products or goods purchased at the participating Machines Stores are returned for any reason and a full or partial purchase price is refunded to yourself, as the case may be. This also applies to exchange of products, unless the exchange of products are of equivalent values.*
- g. *Points awarded and/or points redeemed for every purchase may be reversed and/or canceled if Machines discovers that the points were earned and/or redeemed not in accordance with the Terms and Conditions stated herein and/or due to any unavoidable system or record error.*
- h. *The official Terms and Conditions contained herein on the website serves as the final reference. In the event of any discrepancy between information presented on the website and statements made by in-store staff, the details provided on the website shall supersede and serve as the primary reference. Machines is under no obligation to award points for any disqualified transactions or illegal transactions.*

4. MEMBERSHIP CANCELLATION

- a. *You may cancel your membership by request at any Machines Stores or email at contact@machines.com.my to indicate your intention for cancellation. Upon cancellation, all remainder points earned but not redeemed under your canceled membership will be forfeited and Machines will not be liable for any compensation or refund in relation to the forfeiture.*

5. DISPUTED TRANSACTIONS

- a. *Any dispute regarding the membership points and services must be directed to Machines Customer Care via email at contact@machines.com.my within seven (7) days from the occurrence of the said dispute.*
- b. *Machines is not obliged to process any disputed transaction if the request is received after seven (7) days from the date of occurrence of the said dispute.*

6. DATA PROTECTION AND PRIVACY POLICY

- a. *At the point you apply for Machines+ membership, it is obligatory for you to provide your personal details as below:*
 - *Mobile number;*
 - *Email address;*
 - *Full name (as per your NRIC or Passport);*
 - *Date of birth;*
 - *New NRIC number or current passport number (as optional).*
- b. *You have the right of access to, and alteration of, personal information concerning yourself held by Machines.*

- c. *The personal data or information collected will be held securely by Machines.*
- d. *If you access any of Machines's promotions, competitions, customer surveys and questionnaires via a third party social networking site, Machines may receive information about your social networking site profile including without limitation the information you make publicly available such as your social networking site user ID, your first, last and user name, profile and cover photos.*
- e. *Machines is committed to maintaining the security of your personal data in accordance with the requirements of the Personal Data Protection Act 2010 and will take all necessary reasonable steps to ensure that your personal data is secured against unauthorized access, loss, disclosure or destruction.*
- f. *The Data Protection and Privacy Policy shall apply whenever you provide Machines with your personal data save and except if it is required by law or any regulatory authority, your personal data will not be released or transmitted to any other party without your permission.*
- g. *Machines reserves the right to use the database information for the purpose of:*
 - *managing and improving the membership;*
 - *administering your account;*
 - *understanding your shopping behavior in order to develop and improve our products and services;*
 - *managing promotions, competitions, customer surveys and questionnaires;*
 - *checking and verifying your identity;*
- h. *By participating in Machines+ membership, you are deemed to have read and understood these Terms and Conditions and have given your consent to Machines Sdn Bhd to process your personal data and to communicate through various channels, including mails, emails, telephone calls, SMS messages, electronic Direct Mail (eDM), WhatsApp, notifications at Machines Sdn Bhd outlets, or via the [Machines Official Online Store](#), or any other communication channels deemed appropriate.*
- i. *Throughout the membership registration process, an OTP (One-Time Password) will be sent to your Malaysia registered mobile number to validate your registration. It is important to note that, other than the member registration process, Machines Sdn Bhd will never request SMS verification codes or OTP codes for any other purpose. Therefore, Machines Sdn Bhd strongly advises all members against disclosing any additional information to any third party.*
- j. *In the event you indicate that you do not want to receive any marketing information from us, this will prevent you from receiving great offers or promotions that may be of interest to you. Please contact our Customer Care at contact@machines.com.my to unsubscribe from receipt of marketing materials.*
- k. *Please be informed that your personal data may be disclosed to affiliates, service providers and relevant third party business partners of Machines for the purpose as provided herein and as permitted by applicable data privacy laws. Those third parties have access to your personal data only as necessary to perform their functions, and for no other purposes.*
- l. *You may request for access to or correction of the personal data, submit inquiries or complaints, or limit the processing of the personal data at any time hereafter by submitting such request to Machines via email at contact@machines.com.my. Please note that it is obligatory for you to supply the personal data as per Clause 6(a) above in order for Machines to process your personal data for the purposes mentioned in Clause 6(g), without which Machines will not be able to process your application and to provide adequate services. By providing your personal data and submitting your application including your signature, you*

expressly consent and agree to the terms above with respect to the processing of your personal data by Machines.

7. GENERAL

- a. The Machines+ Membership remains the property of Machines at all times.*
- b. Machines may, at its discretion at any time, terminate the Machines+ membership by giving thirty (30) calendar days' notice of termination. Notice of such termination shall be given to you in a manner deemed appropriate.*
- c. Machines (including its successors, assigns, officers, directors, shareholders, agents, affiliates and subsidiaries) and the participating Machines Stores shall not be liable to 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 of 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.*
- d. Machines shall hold no liability in the event that any participating Machines Stores refuse to accept the membership for any reason whatsoever.*
- e. The Terms and Conditions are governed by and shall be construed in accordance with laws of Malaysia. You hereby expressly submit to the exclusive jurisdiction of the courts in Malaysia.*
- f. 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.*
- g. Machines has the final authority as to the interpretation of these Terms and Conditions and as to any other questions or disputes regarding the membership.*
- h. Machines assumes no responsibility for any technical failure of the system that results in your membership not being accepted by any participating Machines Stores.*
- i. Machines reserves the right to amend these Terms and Conditions from time to time when it is reasonably considered necessary to do so. Reasonable notice shall be posted on [Machines official website](#) as a notification of the said amendment(s).*
- j. Machines is not liable for any loss or inconvenience faced by you as a result of the amendment(s) of these Terms and Conditions.*
- k. All communications and/or correspondences by Machines, is either by way of notification through Machines official website, advertisements and/or any other media deemed fit. Any such notification shall immediately supersede the previous communications and/or correspondence with regard to the same matter, unless it is expressed and clearly stated otherwise.*
- l. Any notice to be given pursuant to these Terms and Conditions shall be sufficiently sent to you by way of notification on the [Machines official website](#).*
- m. The official Terms and Conditions contained herein on the website serves as the final reference, and any advice or actions by Machines employees inconsistent with these Terms and Conditions will not alter or amend them in any manner.*