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TEDBOY CLUB MEMBERSHIP BENEFITS

- · Free Membership
- Spend RM1 = Earn 1 Point
- · Exclusive members-only promotions and offers
- · Complimentary any slice cake on your birthday month
- 20% off Hot Food on weekdays, 3pm~7pm
- Promotion updates via e-newsletter and SMS

Reward Programme Terms and Conditions

PLEASE READ THESE TERMS OF USE FOR TEDBOY CLUB MEMBERSHIP PROGRAMME (MALAYSIA) CAREFULLY. BY ACCESSING OR USING THIS PROMOTIONAL PROGRAM, YOU AGREE TO BE BOUND BY THE TERMS DESCRIBED HEREIN AND ALL TERMS INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT PARTICIPATE IN THIS PROGRAM.

These Terms of Use apply to your access to, and participation in, the Tedboy Club Membership Programme ("Tedboy Club") programme which is operated by Tedboy ("Tedboy"), licensee of Uniqbe Bakery Sdn Bhd in Malaysia. These Terms of Use do not alter in any way the terms or conditions of any other agreement you may have with Tedboy for products, services or otherwise. Tedboy reserves the right to change, modify and/ or eliminate the Tedboy Club and/or these terms of Use or any policy, FAQ, or guideline pertaining Tedboy Club at any time and in its sole discretion. Any changes or modifications will be effective immediately upon posting the revisions to www.tedboy.com, and you waive any right you may have to receive specific notice of such changes or modifications. Your participation in the Tedboy Club. Use and any such changes or modifications; therefore, you should review these terms of Use and applicable policies frequently to understand the terms and conditions apply to Tedboy Club. if you do not agree to the Terms of Use, you must stop participating in Tedboy Club.

The programme may only be used by individual aged 18 years or older. If the User is under the age of 15 years, User should review these Terms with User's parent of guardian to make sure the User and User's parent or guardian understand them.

Please read the <u>Privacy Policy</u> carefully to understand how Tedboy collects, uses and discloses information about its customers.

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1. Program Overview

1.1. The Tedboy Club programme is one way in which Tedboy endeavors to reward and thank loyal customers for patronising at Tedboy Bakery and Tedboy Express outlets only. To enroll in Tedboy Club and receive programme benefits, you will first need to approach our outlet cashier counters and provide your details to register a membership account.

- 1.2. The Tedboy Club programme is one way in which Tedboy endeavors to reward and thank loyal customers for patronising at Tedboy Bakery and Tedboy Express outlets only. To enroll in Tedboy Club and receive programme benefits, you will first need to approach our outlet cashier counters and provide your details to register a membership account.
- 1.3. The registration process may require that you provide certain personal information using our system, including: Full Name, Valid Mobile Number and Email Address (required in order to receive all eligible Rewards) and Birth Date.

2. Membership

- 2.1. The Tedboy Club Membership Account is issued to you by Tedboy.
- 2.2. Tedboy does not charge any fees for the issuance, activation, use of your membership account. Your membership account has no expiration date.
- 2.3. Membership can be applied at any Tedboy Bakery and Express outlets. Membership must be applied through a visit and purchase at any of our outlets. We reserve the right not to accept any membership account if we reasonably believe that the use is unauthorised, fraudulent or otherwise unlawful.
- 2.4. Membership account number is based on your valid mobile number. It is advisable to provide a valid and active mobile number (preferably a Malaysian mobile number) to enable Tedboy to reach our members on special promotions and offers. Members are advised to update profile details at any of our Tedboy Bakery or Express outlets, should there be any changes to the current details.
- 2.5. Currently, members are only able to access information of their membership account through physical outlet stores via cashier POS system. Our future plans of integrating it with our website is on-going and in progress.
- 2.6. It is advisable to provide accurate information during application of membership, to ensure that members obtain all promotions, offers and discounts from Tedboy; especially those specifically for members only.

3. Reward Points

3.1. The Tedboy Club Membership Account is issued to you by Tedboy. The Points associated with the Tedboy Club Membership is not insured or guaranteed by any person or entity. The points accumulated in your membership account may not be transferred to another membership account.

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3.2. Tedboy Club benefits of points are determined based on the amount of "Spending" you make and the number of "Points" that you earn through your spending with your registered membership in participating Tedboy Bakery and Express outlets in Malaysia. For each qualified purchase in which you spend with your registered membership in participating Tedboy Bakery and Express outlets in Malaysia, you will receive one (1) "Point" for each RM1 spent with your registered membership.

- 3.3. Please note that "Points" accumulated will only be valid during the twelve (12) month period from the date when you earned the particular "Points". For example: You earned 10 points on 1st January 2017, which means those 10 points will expire on 31st December 2017. Upon reaching expiry, unused points will be deducted from your membership account.
- 3.4. Kindly note that "Points" are only rewarded to the amount of "Spending" of products purchased, after discounts or offers applied, inclusive of any government tax (SSt 6%) and service charges.
- 3.5. It is not advisable to collect the "Points" to make a multiple point redemptions, as currently our system only allows one (1) specific redemption per transaction.
- 3.6. "Points" are currently only redeemable at Tedboy Bakery and Express outlets. "Points" cannot be collected or redeemed via online purchases on Tedboy's website.
- 3.7. Members are not sent statements of itemised transactions from a membership account. Members can check the balance of points through our outlets (cashier counter) or your receipts upon accumulating or using points with your membership account. You should keep your receipts to ensure that your account balance is correct.
- 3.8. Any amount of points in your membership account is non-refundable and may not be exchanged for cash or credit balance unless required by law or permitted by the terms of this agreement. All reward benefits are valid only within their stipulated periods.
- 3.9. We reserve the right to correct the balance of your Points in your membership account if we believe that a clerical, billing or accounting error has occurred. If you have questions regarding your transaction history or any correction, or if you dispute any transaction or correction that has been assessed against your membership account, please contact our Outlets by phone or email to manager[at]tedboy[dot]com and we will conduct an investigation and communicate the results and correct any error that we verify as soon as we finish the investigation. If no error was found, we will communicate an explanation. We will have no liability for any billing error unless you provide us notice within sixty (60) days of the date of the transaction in question. You should monitor your transactions and account balances closely.

4. Miscellaneous

- 4.1. There are no membership fees associated with Tedboy Club Membership Programme. Tedboy may introduce promotion programmes relating to Tedboy Club Membership Programme whereby these Terms of Use may be varied as applicable to such programmes.
- 4.2. Your Points, benefits, registered membership, and your account under the Tedboy Club program are personal to you and may not be sold, transferred or assigned to, or shared with family, friends or others.

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4.3. Tedboy reserves the right to terminate your account and/or your participation in Tedboy Club if Tedboy determines in its sole discretion that you have violated these Terms of Use, or that the use of your account is unauthorized, fraudulent or otherwise unlawful.

- 4.4. In case of any conflict between the provisions of the English version of these Terms of Use and those of any other language version, the English version will prevail.
- 4.5. Tedboy reserves the right to terminate, discontinue, modify or cancel the Tedboy Club program at any time and in its sole discretion by posting the revisions to www.tedboy.com without giving prior notice to you.

5. Changes to This Agreement

- 5.1. We may amend the terms of this agreement at any time for security, legal, regulatory or valid business reasons. We will post the terms to the modified agreement on our web site at www.tedboy.com. Subject to the remainder of this clause, any change, addition or deletion will become effective at the time we post the revised agreement to our web site or as otherwise stated in our notice to you. Unless we state otherwise, the change, addition or deletion will apply to your future and existing Tedboy Club Membership.
- 5.2. The amended terms will apply to you if:
 - (a) You do not notify us in writing to the contrary within twenty (20) days of the date of our notice (or such other reasonable period of time as specified in our notice to you), or
 - (b) You use your Points in your membership account after such twenty (20) day notice period.
- 5.3. If you do not accept the changes, additions or deletions, you should stop using the Tedboy Club Membership.

6. Cancellation of This Agreement

- 6.1. We may suspend or terminate this agreement at any time by giving you reasonable prior notice.

 We need not, however, give you notice where we have serious grounds for considering that immediate termination is required (e.g. if we reasonably suspect fraudulent or unauthorised use of the Tedboy Club Membership).
- 6.2. If we terminate this agreement in circumstances where it is determined you are not in breach of this agreement, we will not refund your points in your membership account.
- 6.3. In the event that this agreement is terminated, this part shall continue to apply as between us in respect of anything either of us did whilst this agreement was in force.

7. Governing Law

7.1. This agreement is governed by the laws of Malaysia.

8. Disclaimers and Limits of Liability

8.1. Tedboy does not represent or warrant that your membership account will always be accessible or accepted at participating Tedboy Bakery and Express outlets.

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8.2. In the event that Tedboy is held liable to you under this agreement, you will be entitled to recover from us your actual damages, up to the last balance points held on your membership account in question.

- 8.3. Tedboy will not be liable to you for:
 - (a) any loss of income, business, goodwill or profits arising out of this agreement;
 - (b) any unauthorised access to or alteration, theft or destruction of your membership account;
 - (c) the consequences of any delay or mistake relating to the use of your membership account caused by any circumstances beyond our control;
 - (d) any loss or damage which was not caused by our breach of this agreement or breach of our legal duty of care;
 - (e) any loss or damage which was not a reasonably foreseeable result of either our breach of this agreement or breach of our legal duty of care. Loss or damage is "reasonably foreseeable" if, at the time we entered into this agreement, such loss was contemplated by you and by us; or
 - (f) any loss or damage suffered by you as a result of you failing to take reasonable precautions against such loss or damage.
- 8.4. This agreement does not affect your rights under applicable law.

9. Assignment

- 9.1. We may transfer all or part of this agreement without such transfer being considered a change to the agreement, by giving notice to you, and you hereby agree and consent to the transfer upon being notified.
- 9.2. The company or other entity to whom we transfer this agreement will have the same rights and obligations as we did before the transfer and we will ensure that it agrees in writing to be bound by the terms and conditions of this agreement so that you rights under this agreement are not detrimentally affected and we will then be released from all liability.

10. Entire Agreement; Construction

- 10.1. This agreement is the complete and exclusive statement of agreement between you and Unique Bakery Sdn Bhd and supersedes all prior proposals and all other agreements in respect of the subject matter of this agreement. In case of any conflict between the provisions of the English version of this agreement and those of any other language version, the English version will prevail.
- 10.2. If any provision of this agreement is illegal or unenforceable, that provision will be deleted from this agreement, and the remaining terms will not be affected. Headings are for convenience of reference only and will in no way affect interpretation of this agreement.

11. Enquiries or Questions

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11.1. If you have any questions regarding this Tedboy Club Membership Terms of Use and Agreement, or your membership account, you may contact us at:

(a) Email: manager[at]tedboy[dot]com

(b) Hot Line: 1300-80-800

(c) Whatsapp: +6018-392 9932

11.2. Our Team will respond to you as soon as possible via email and we are only available for calls and Whatsapp from Mondays to Saturdays, from 9am till 5pm only.