

“THE GARDENS CLUB” LOYALTY PROGRAMME TERMS & CONDITIONS

By enrolling as a member in The Gardens Club (“TGC”), member is deemed to have read, acknowledge, and agree to the Terms & Conditions of Use; and the Policy on Privacy and Data Protection.

1. Applicants must be of 18 years and above and reside in Malaysia to be eligible to apply for The Gardens Club (“TGC”) membership.
2. Applicants are eligible to apply for and hold only ONE (1) membership of The Gardens Club at any one time. Membership is not transferable.
3. An eligible individual may sign up and register for the loyalty programme with The Gardens Club through the mobile app, register over TGC concierge counter or by any other methods that The Gardens Club may decide to implement and establish from time to time and it is subject to all the Terms and Conditions.
4. The mobile application developed by the Operator for The Gardens Club and IGB Group entities in both Apple iOS and Android versions that is made available to be downloaded by shoppers from the Apple App Store and Google Play Store respectively.
5. During the mobile app application process, shoppers are required to provide a valid mobile number, an email address and to set a password of your choice. Complete one-time verification through a free one-time-password (OTP) mobile security or One Login Mobile for single-sign-on access to the TGC mobile app while on the go. You can use only one membership account against your phone number. In order to create a new membership account, you will require another phone number.
6. Members must not disclose the password to anyone and must take all steps to prevent its disclosure. You will be fully liable and responsible for all activities undertaken using your mobile app. The Gardens Club will not be liable for any compensation, loss or damage arising from the use of your membership card and TGC Mobile App account.
7. Members are responsible to amend or update the personal data via mobile app under accounts and may withdraw the consent provided by way of written notice and/or email to tgc-cs@midvalleygardens.com.my or to notify The Gardens Club team. This is to ensure uninterrupted communications from The Gardens Club to their members.
8. There are a total of 3 tiers for the loyalty programme of The Gardens Mall.
 - **Default Tier (“Subscriber”)**
 - All shoppers will start from the Subscriber tier.
 - Lifetime subscription for shoppers who are looking for a great way to stay connected and to receive the latest updates about The Gardens Mall.
 - No spending requirement.
 - **The Gardens Club (“Club”)**
 - Complimentary sign-up applications require proof of RM15,000.00 spent in a single or multiple receipts within the same day (maximum of 3 receipts) in The Gardens Mall, Mid Valley City. Relevant receipt(s) must be submitted to the TGC Concierge Counter for new application of TGC membership within the same day of purchase.
 - Validity of the membership card is for 1 year.
 - Complimentary renewal applications require proof of purchase of a minimum accumulated spend of additional RM10,000.00 (excluding the sign-up spending amount) within 12 months’ time frame in The Gardens Mall, Mid Valley City. Renewal of the membership is subject to the discretion of the Management of The Gardens Club. If the cumulative spending did not reach the designated amount within the membership cycle, Club members will be downgraded to Subscriber.
 - For those who qualified, the system will perform an auto renewal upon the expiry date of the membership.
 - Club members can enjoy the Club benefits which The Gardens Club offers from time to time. These privileges are strictly not transferable.
 - Club members will be upgraded to the Emerald tier, with a cumulative spending of RM125,000.00 within 30 days.

- **The Gardens Club Emerald Card (“Emerald”)**

- Complimentary sign-up applications require proof of purchase of RM125,000.00 spent in single or multiple receipts within 30 days duration in The Gardens Mall, Mid Valley City. Relevant receipts must be submitted to the TGC Concierge Counter for new application of membership within the same day of purchase.
- Validity of the membership card is for 1 year.
- Complimentary renewal applications require proof of cumulative spend of additional RM80,000.00 (excluding the sign-up spending amount) within 12 months’ time frame in The Gardens Mall. Receipts are strictly not transferable. Renewal of the membership is subject to the discretion of the Management of The Gardens Club.
- For those who qualified, the system will perform an auto renewal upon the expiry date of the membership.
- Emerald members can enjoy the Emerald benefits which The Gardens Club offers from time to time. These privileges are strictly not transferable.
- Emerald will be downgraded to Club tier if the cumulative spending is less than RM80,000.00, but more than RM10,000.00 (excluding the sign-up spending amount) within 12 months from the sign-up date. They will then enjoy another 12-month membership in Club tier.

9. Members who are unable to fulfill the upgrade / renewal spending requirements, will be downgraded from the date of expiry to the Subscriber tier. After which the Club / Emerald tier privileges will be considered null and void and all benefits/privileges will be cancelled. Subscriber will be required to spend RM15,000.00 in a single or multiple receipts within the same day (maximum of 3 receipts) to be a The Gardens Club member or RM125,000.00 spent in single or multiple receipts within 30 days for The Gardens Club Emerald Club member.

10. Staff of tenants is strictly prohibited from using receipt(s) from their own outlets for membership applications / redemption. Should any Tenants’ staff present receipts or proof of purchase to apply for this programme, or any benefits or entitlements of this programme. The Gardens Club shall reserve the absolute right to seek for verification from the respective Tenant’ Management.

11. TGC digital card from the mobile app is valid for use at all participating outlets listed in The Gardens Club e-booklet. All information is subject to change without prior notice.

12. TGC digital card and membership is non-transferable. The Concierge staff and each participating outlet reserve the right to request member/s to provide additional identification for validation purposes.

13. All accumulations of spending must be submitted on the same day of purchase through the mobile app OCR receipt scanning feature.

14. The following receipts will not be qualified for the accumulation spending, and will not be accepted for new sign ups, renewals and any redemptions.

- Receipt(s) not from the retailers in The Gardens Mall, Mid Valley City;
- Temporary vendors at promotional spaces;
- Push carts & mini-kiosk;
- Purchases of vouchers/gift cards/ stored-value cards/reloads/ top-up transactions;
- Purchases offset with vouchers/rebates/points/store credit;
- Online spending;
- Currency exchange;
- Cellular bill payments;
- Duplicate receipts;
- Credit Card slip/ ATM/Bank slip
- Membership fee / Subscription fee
- Sale Order / Confirmation / Job Order / Purchase Order
- Backdated receipt
- Unfinalised Bill / Pre-settlement bill / Pre-order Sales / Guest Check
- Food delivery receipts
- Deposit / Partial / instalment payment
- Fitness Centre / Enrichment Centre / Car Wash Centre / MyEG / MBE
- Handwritten receipts; and
- Non-Participating Retailers *(No prior notice will be issued to the members in respect of such non-participating retailers)*

15. Upon receipt(s) being determined to be valid, the total net transaction amount shall be credited into the Club / Emerald member's account in at least 1-3 working days after the receipt submission through the mobile app OCR receipt scanning feature by the member.

16. For any dispute on a transaction in relation to TGC, members must submit the relevant request with all supporting documents to The Gardens Club Concierge (Level 5 or email us at tgc-cs@midvalleygardens.com.my) within 7 days. The Gardens Club is not obliged to process a request relating to a disputed transaction on backdated receipts.

17. TGC Members Benefit and Privileges:

- Car parking privileges
- Dedicated members' lounge access
- Sign-up, renewal and birthday gifts
- Special birthday treats and offers
- Year-long shopping and dining privileges
- Virtual membership card for on-the-go convenience
- Complimentary premier washroom access
- Priority access to exclusive events
- Concierge services

18. Members must present a valid form of membership identification for redemption of any privileges of The Gardens Club.

19. TGC digital card is not a credit card, debit card, a charge card and you do not earn points with it. However, you may enjoy the privileges and benefits that come with it such as lounge access, gifts, discounts and other exclusive offers that are specially curated for you.

20. Members must present a TGC digital card from the mobile app to the cashier of the participating retail outlets at the time of purchase in order to enjoy all the privileges offered to members.

21. The Gardens Club, related companies and/or its agents are authorized to use the personal information disclosed by the member for marketing and other purposes.

22. The Gardens Club shall have the sole and absolute discretion, without prior notice and assigning any reasons at any time, to:

- a. reject any application/renewal for TGC Membership;
- b. amend the terms and conditions herein contained;
- c. cancel, deduct or refuse to credit any amount of transaction earned; and
- d. suspend or terminate this loyalty program without assigning any reasons, refund any monies paid and/or compensating any of its members.

23. Car Parking Privileges in Mid Valley City:

- a. Emerald members are entitled for a FREE one-day parking or valet parking for day of entry only without spending. (Note: Limited to one redemption per day).
- b. Club members who park their vehicles at Zone A, B, C, G, H, U and Premier Car Park are entitled to free parking for the first 3 hours if they spend above RM200.00 in a single receipt in any verified retail outlets within The Gardens Mall on the same day.
- c. Club members who park at the valet parking are entitled to free parking for the first 4 hours if they spend above RM800.00 in a single receipt in any retail outlets within The Gardens Mall on the same day.
- d. Parking redemption/s must be submitted with a proof of purchase in a single receipt, redemption is permitted only once daily.
- e. The receipt which has been utilized for parking redemption is not applicable for TGC membership application / renewal.
- f. Treatment receipts from beauty and wellness tenants will not be acceptable for parking redemptions.
- g. Parking privileges are non-transferable.
- h. These privileges are not exchangeable for cash and redemption is subject to the management's discretion.

24. The Gardens Club reserves the right to deny entry to any member/s at its absolute discretion.

25. The Gardens Club reserves the right to withdraw, terminate, substitute or vary any of the privileges stated herein from time to time without prior notice.

26. The Gardens Club reserves the right at its absolute discretion to vary, delete or add to any of these Terms & Conditions without prior notice.

27. In the event of any inconsistency, the English version of these Terms & Conditions shall prevail to the extent of such inconsistency.

28. Additional T&C are governed by The Gardens Club in the house rules.

IN HOUSE RULES

TGC LOUNGE ACCESS – Dedicated Lounge access for members only, subject to first-come-first-served basis and compliance of the membership terms and conditions.

Operation Hours: 10:00am to 8:00pm

1. Club members are entitled to access The Gardens Club Lounge and Emerald members are entitled to access to The Gardens Club Emerald Lounge located on 5th Floor of The Gardens Mall and enjoy benefits and facilities on a first-come-first-served basis.
2. Member/s must register themselves at TGC reception before they can enjoy the facilities in the lounge.
3. Principle card holder/s is entitled to bring only **ONE** guest per day. Children below 12 years must be always accompanied by parent/guardian. Strict parental control must be exercised. Members are responsible for their guests. Guests must be accompanied by Cardholder throughout their visit and when requested by the authorized employees of the Club, identify themselves accordingly. Access by guests applies only when such individuals accompany the Member.
4. Sleeping is not permitted and low noise level is appreciated while in the lounge.
5. Newspaper and magazines are strictly for the member's reading pleasure and should not be removed from the lounge.
6. Food* and Beverages made available are to be consumed in the lounge only and not to be taken out of the lounge. No outside food and beverages are allowed to be consumed in the lounge.
7. Storage service is for shopping bags only and not for members' valuable items. Management is not liable and responsible for any loss or damage of member's belongings in the lounge.
8. Sales or promotional activities are strictly prohibited in the lounge.
9. Furniture and fittings are not to be re-arranged within the lounge.
10. Shopping trolleys are not allowed in the lounge.
11. All members are to wear proper attire when visiting the lounge.
12. Members are required to conduct themselves in proper decorum when visiting the lounge. TGC Lounge reserves the right to remove members who are deemed to be misconducting themselves and/or are a nuisance to other members.
13. User will be liable for any damages/vandalism to the lounge properties. Any Member or guest who breaks or damages the property of the Club placed in the Club premises will be held responsible for such damages, the amount of such cost of damages shall be assessed by the Management whose decision shall be final.
14. Smoking is not permitted in the lounge.
15. Members are strictly prohibited from obstructing our staff from performing their duties, and refusing to follow their instructions. No employee of the club shall be reprimanded or punished by a member or his/her guest.

**** Other Terms & Conditions apply**

KIDS LOUNGE RULES

OPERATION HOURS
10:00am to 8:00pm

TGC Kids Lounge ("Lounge")
is a complimentary facility for children of
existing members of The Gardens Club

1. The child shall be least 90cm tall, but not more than 130cm tall.
2. The child must be accompanied by his/her legal parent/guardian at all times. One parent/guardian shall accompany and supervise one child in the Lounge.
3. The following are not allowed:
 - shoes/footwear. Socks shall be worn at all times.
 - food and beverages (including chewing gum and sweets).
 - strollers, toys and bags.
 - pointy/sharp or other objects that may pose danger, injury or other risks(s).
 - other articles that the Management may determine.
4. A parent/guardian shall notify the Management immediately of any loss, damage, injury or incident at the Lounge.
5. A child and/or the parent/guardian who, in the Management's opinion, misbehaves, engages in rough behaviour, or otherwise disrupts or does not co-operate in creating a pleasant environment in the Lounge, will be warned or required to leave the Lounge.
6. The Lounge is not a child care centre. The Lounge, The Gardens Club and its respective management and entities concerned (collectively, "Management") are not liable for the care, safety, security, well-being, cleanliness, conduct or otherwise of children, the parent(s)/guardian(s), and their respective belongings, and shall also be protected and/or indemnified in full by the respective parents/guardians from all claims, complaints, disputes, proceedings, investigations, actions otherwise whatsoever that may arise in connection with any access to or use or user of the Lounge and any exercise of rights, remedies or discretion by the Management.
7. Without prior notice, the Management may cause, limit or restrict access to or use of the Lounge, and may also change the rules herein.
8. Kindly get in touch with the personnel at the concierge counter of The Gardens Club if assistance is required or for any inquiry on the Lounge.
9. Other terms and conditions apply. For the full terms and conditions, please refer to the concierge counter of The Gardens Club or website at www.thegardensmall.com.my/thegardensclub. The full terms and conditions shall prevail in the event of conflict or inconsistency.

Receipt Submission Terms & Conditions

Receipt(s) must be submitted within the same day of purchase.

Upon receipt(s) being determined to be valid, the total net transaction amount shall be credited into the Club / Emerald member's account in at least 1-3 working days after the receipt submission through the mobile app OCR receipt scanning feature by the member.

The receipt image should clearly contain the following information:

- Mall Name
- Shop Name
- Receipt number
- Receipt Date
- Total Amount Spent
- Payment Method

The following receipts will not be qualified for the accumulation spending, and will not be accepted for new sign-ups, renewals and any redemptions:

- Receipt(s) not from the retailers in The Gardens Mall, Mid Valley City;
- Temporary vendors at promotional spaces;
- Push carts & mini-kiosk;
- Purchases of vouchers/gift cards/ stored-value cards/reloads/ top-up transactions;
- Purchases offset with vouchers/rebates/points/store credit;
- Online spending;
- Currency exchange;
- Cellular bill payments;
- Duplicate receipts;
- Credit Card slip/ ATM/Bank slip
- Membership fee / Subscription fee
- Sale Order / Confirmation / Job Order / Purchase Order
- Backdated receipt
- Unfinalised Bill / Pre-settlement bill / Pre-order Sales / Guest Check
- Food delivery receipts
- Deposit / Partial / instalment payment
- Fitness Centre / Enrichment Centre / Car Wash Centre / MyEG / MBE
- Handwritten receipts; and
- Non-Participating Retailers *(No prior notice will be issued to the members in respect of such non-participating retailers)*

*P/S: The receipt(s) from **Beauty & Co, Origani & Elevation Time Stops** are temporarily being suspended until further notice.*

Receipts will be rejected due to missing information. For any dispute on a transaction in relation to The Gardens Club, members must submit the relevant request with all supporting documents to The Gardens Club Concierge within 7 days.

The Gardens Club is not obliged to process a request relating to a disputed transaction on backdated receipts.

Only the total net amount indicated on the issued invoice by the store will be recorded into the account.

The Gardens Club may reject any receipt as invalid at its sole and absolute discretion, and such determination shall be final and conclusive.