

Terms & Conditions

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.
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 OS and Android OS versions that is made available to be downloaded by shoppers from the Apple Store and Google Play Stores 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.

A) Default Tier (“Subscriber”)

- i. All shoppers will start from the Subscriber tier.
- ii. Lifetime subscription for shoppers who are looking for a great way to stay connected and to receive the latest updates about The Gardens Mall.
- iii. No spending requirement.

B) The Gardens Club (“Club”)

- i. Complimentary sign up applications require proof of RM10,000.00 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.
- ii. Validity of the membership card is for 1 year.

- iii. Complimentary renewal applications require proof of purchase of a minimum accumulated spend of additional RM8, 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.
- iv. For those who qualified, the system will perform an auto renewal upon the expiry date of the membership.
- v. Club members can enjoy the Club benefits which The Gardens Club offers from time to time. These privileges are strictly not transferable.
- iv. Club members will be upgraded to the Emerald tier, with a cumulative spending of RM100,000.00 within 30 days.

C) The Gardens Club Emerald Card ("Emerald")

- vi. Complimentary sign up applications require proof of purchase of RM100,000.00 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.
- vii. Validity of the membership card is for 1 year.
- viii. Complimentary renewal applications require proof of cumulative spend of additional RM50, 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.
- ix. For those who qualified, the system will perform an auto renewal upon the expiry date of the membership.
- x. Emerald members can enjoy the Emerald benefits which The Gardens Club offers from time to time. These privileges are strictly not transferable.
- xi. Emerald will be downgraded to Club tier if the cumulative spending is less than RM50,000.00, but more than RM8,000.00 (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 RM10, 000.00 in a single or multiple receipts within the same day (maximum of 3 receipts) to be a The Gardens Club member or RM100,000.00 spent in single or multiple receipts within 30 days for The Gardens Club Emerald Club member.

10. Staff of tenants is strictly prohibited using receipt(s) from their own outlets for membership applications / redemption.

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

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

14. 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.

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

- a. Receipt(s) that are not from the retailers in The Gardens Mall, Mid Valley City.
- b. Temporary vendors at promotional spaces;
- c. Push carts & mini-kiosk;
- d. Purchase of vouchers/gift cards;
- e. Purchases offset with voucher/rebates;
- f. Online spending;
- g. Currency exchange;
- h. Cellular bill payments;
- i. Purchase of stored-value cards, reloads, top-up transactions
- j. Deposit / Partial / installment payment; and
- k. Handwritten receipts.

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 within 7 days. The Gardens Club is not obliged to process a request relating to a disputed transaction on backdated receipts.

17. Advanced reservations have to be made for hotel offers and promotions and shall be subject to room availability. Terms & conditions apply.

18. Dining offers are for dine-in only unless specified otherwise.

19. The Gardens Club gives no representation or warranty with respect to any goods or services provided. Notwithstanding any provisions to the contrary herein contained, any dispute concerning goods or services received shall be settled between the members and the participating retail outlets. The Gardens Club will bear no responsibility for resolving such disputes.

20. All privileges and offers are subject to the terms and conditions of the respective participating retail outlets of The Gardens Mall.

21. The Gardens Club reserves the right to terminate or cancel any of the offers, promotions or discounts without prior notice or assigning any reasons whatsoever.

22. Upon expiry, cancellation or termination of Club or Emerald memberships, any benefits by TGC will be automatically forfeited and The Gardens Club will not be liable for any compensation to the members.

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

24. A penalty fee of RM50.00 will be charged for the replacement of any lost, stolen or damaged card. If a TGC Card has been lost, stolen or damaged, members must immediately report to The Gardens Club Lounge at 03-2297 0233.
25. TGC digital card is not a credit card, debit card, a charge card and you don't 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.
26. 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.
27. 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.
28. 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.
29. The Gardens Club and the participating retail outlets are not liable for any loss, damage, cost and expenses incurred by applicants, members or any third parties arising from this program.
30. In the event of any inconsistency, the English version of these Terms & Conditions shall prevail to the extent of such inconsistency.

Benefits and Privileges:

31. 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 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.
32. Members are entitled to exclusive invitations to special events/activities organized by The Gardens Club.
33. Members are entitled to exclusive sale previews in participating retail outlets from time to time.
34. 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 the following benefits and facilities on a first-come-first-served basis (terms & conditions apply):
- a. complimentary beverages
 - b. shopping bags storage facilities;
 - c. mall tour arrangements;
 - d. car valet services;
 - e. taxi and limousine arrangements;
 - f. gift wrapping services;
 - g. baby stroller, wheelchair and power scooter on loan.
35. The Gardens Club reserves the right to deny entry to any member/s at its absolute discretion.
36. 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.
37. The Gardens Club reserves the right at its absolute discretion to vary, delete or add to any of these Terms & Conditions without prior notice.
38. Additional T&C are governed by The Gardens Club in the house rules.