

MY CHUANXI BAZI LOYALTY PROGRAMME MEMBERSHIP TERMS AND CONDITIONS

Definitions

In these Terms and Conditions, unless the context otherwise requires, the following words and expressions shall have the following meanings:

- a) "Account" means Member's account containing details including Membership ID, Member's Personal Information, record of accumulated Points and Points balance;
- b) 'Electronic Equipment' means the equipment provided by Sweet Ebony or its assigned electronic equipment provider to the Merchant in respect of Programme such as tablet or Electronic Data Capture Terminal;
- c) "Member" or "Members" means individual(s) who has/have personally signed up, applied for and has/have been accepted by Sweet Ebony as participating Member(s) of the Programme and granted membership in accordance to the Terms and Conditions set forth herein;
- d) "Membership Identification" means identification of membership (including Password, Member's ID and PIN) under the Programme in accordance to these Terms and Conditions;
- e) "Merchant" or "Merchants" means the participating merchant(s) of the Programme (if any, and where applicable);
- f) "Mobile Application" means the mobile application(s) owned and operated by Sweet Ebony in relation to Programme;
- g) "Point" or "Points" means the Points awarded to Members for redemption of purchases made at participating Merchants' outlets under the Programme;
- h) "Programme" means the MY Chuanxi Bazi (MY CXBZ) Loyalty Programme operated by Sweet Ebony;
- i) "Rewards" means the products, services, rewards, gifts or other benefits made available by Merchants under the Programme which may be redeemed by Members;
- j) "Sweet Ebony" means Sweet Ebony Sdn. Bhd. (Company No. 971362-K), a company incorporated in Malaysia under the Companies Act 1965;
- k) "Total Invoice Value" means the total amount charged by a Merchant for purchase of goods or services at a Merchant's outlet after deduction of any applicable discounts and rebates while for an F&B outlet, after the addition of service charges and government service tax or any other taxes as imposed under the applicable law;

- l) "Website" means the website owned and operated by Sweet Ebony in relation to the Programme and located at www.chuanxibazi.com.my or any other addresses which Sweet Ebony deems fit from time to time.

1. Membership

- 1.1) Membership is open to the public who signs up as a Member of the MY CXBZ Loyalty Programme.
- 1.2) Membership is open to individuals who are 13 years of age and above.
- 1.3) An eligible individual may sign up and register for the Programme with Sweet Ebony at any CXBZ restaurants in Malaysia or by any other methods that Sweet Ebony may decide to implement and establish from time to time and subject to these Terms and Conditions.
- 1.4) By signing and submitting the application of membership, the applicants accept and agree to these Terms and Conditions.
- 1.5) Membership and Members' entitlement to membership benefits and privileges of the Programme, including the redemption of Points and Rewards, shall be in accordance with these Terms and Conditions.
- 1.6) Approval and grant of membership shall be at the sole and absolute discretion of Sweet Ebony.
- 1.7) Each eligible individual shall only apply for and hold one Membership at any one time. Each Member may, but not necessarily so, be issued a form of Membership Identification which Sweet Ebony deems fit aside from that which is recorded and represented by the Mobile Application.
- 1.8) Sweet Ebony reserves the right to reject additional or multiple applications if Sweet Ebony determines in its sole and absolute discretion that the applications are made by the same person.
- 1.9) The membership is FREE from any registration, joining, or membership charges. Notwithstanding this, Sweet Ebony reserves the right to apply any charges and member fees at any time as it deems fit.
- 1.10) By signing up to the MY CXBZ Loyalty Programme, Member covenants that he/she has received consent from their guardian/parent where required

2. The Mobile Application

- 2.1) The use of the Mobile Application by Members shall be in accordance with these Terms and Conditions and instruction of Sweet Ebony, as notified from time to time.
- 2.2) The Mobile Application, the Points, and all the benefits and privileges of membership are non-transferable and non-assignable to third parties and exclusively reserved for the Members.

3. Awarding and Redemption of Points and Rewards

3.1) Awarding of Points:

Members will be awarded 1 point for every RM10.00 of the "Total Invoice Value" (if any value after decimal, to be rounded down to the nearest RM1.00) from purchase of goods/services, dining and/or takeaways at a CXBZ restaurant, unless otherwise stated.

3.2) Redemption of Points:

Members can use the redeemable Points on 1 point = RM1.00 basis to redeem against bills or invoices incurred at a CXBZ restaurant, unless otherwise stated.

3.3) A Member's Account must be in good standing upon the time of redemption or awarding.

3.4) A Member may redeem the Points earned at all CXBZ restaurant outlets in Malaysia or at any other places or method specified by Sweet Ebony from time to time. Members may refer to the current list of CXBZ restaurants which is available on the Website or any other sources as determined by Sweet Ebony.

3.5) When a Member redeems his/her Points, the Points shall be utilised on first in first out basis.

3.6) A Member may redeem his/her Points in full or partially to settle the Total Invoice Value, subject to the compliance with the procedures for redemption.

3.7) For a partial redemption, the remaining unpaid Total Invoice Value is payable by the Member to the CXBZ restaurant in the normal course of business (either by cash or credit card, as required by the CXBZ restaurant) and the Member will earn Points on the Total Invoice Value.

3.8) Sweet Ebony reserves the right to suspend a transaction and/or reallocate, recalculate, reverse or adjust the Points or take any necessary action, with or without any notice in the event that Sweet Ebony has a reasonable ground to suspect that the Points were awarded, earned or redeemed fraudulently or in error.

3.9) Points are not exchangeable for cash and cannot be converted to cash.

3.10) The Member will be entitled for Point awards and a CXBZ restaurant may perform an offline Point awarding transaction under certain circumstances as verified and confirmed by Sweet Ebony.

3.11) A Member may check the history and record of Points' accumulation, current Points balance, any other relevant information available under the Account at the Members' own risk through any CXBZ restaurants in Malaysia, or any other methods as Sweet Ebony may decide to establish from time to time.

3.12) A Member shall frequently review his/her Account to check and verify the correctness and accuracy of current Points balance.

3.13) There shall be no awarding of retrospective Points for backdated receipts. Points are only awarded for receipts/purchases made on the day of purchase.

- 3.14) The Points shall automatically expire and become invalid upon expiry of six (6) months from the date of transaction. Members are encouraged to redeem their accumulated points before the expiry date.
- 3.15) Any accepted redemption shall not be cancelled and the redeemed Points are not exchangeable for cash and non-returnable, unless otherwise stated. Any dispute concerning goods and services received as Reward shall be settled between the Member and the Merchant, service establishment and/or supplier, from which the goods or services were purchased. Sweet Ebony will bear no responsibility for resolving such disputes, or for the dispute itself.
- 3.16) Upon confirmation of redemption, the available Points for redemption will be recalculated for the Member's account.
- 3.17) The Programme and all Rewards are subject to availability and further subject to all applicable rules and terms and conditions (including booking requirements, cancellation restrictions, return conditions, warranties and limitations of liability) imposed by the respective CXBZ restaurants and Sweet Ebony.
- 3.18) Sweet Ebony shall neither be liable nor held to be liable for any claims, loss, costs, expenses or damages or whatever nature resulting from the redemption and/or use of any of the Points or Rewards, by the Members.
- 3.19) Sweet Ebony shall make no representation or warranty (either express or implied) of any kind with regards to the condition, fitness for purposes, merchantable quality or otherwise of any products or goods or services or any Rewards supplied by any third party.
- 3.20) Sweet Ebony shall not be responsible for any failure or delay by a third party to supply such Reward.
- 3.21) Points can be redeemed once they are credited into the Membership account of the Member. Redeemable Points will be recorded in the Member's account after three (3) calendar days (depending on CXBZ restaurants' infrastructure) from the time of the purchase.
- 3.22) Sweet Ebony shall be disclaimed for any delay in the posting of the transactions, the accrual and/or accumulation of the Points.
- 3.23) All awarding or redemptions of Points are subject to the respective processing CXBZ restaurants' final acceptance.
- 3.24) In the event of any refund or purchase/order cancellation in relation to any purchase of goods or services, the respective processing CXBZ restaurant or Sweet Ebony may deduct the whole or part of the Points in the Account for such refund or cancellation as it deems fit.

4. Cancellation, or Termination of Membership

- 4.1) A Member may cancel or terminate the Membership at any CXBZ Restaurant in Malaysia in writing, delivered either by hand or email to Sweet Ebony at hello@chuanxibazi.com.my.
- 4.2) Members shall opt to clear the remaining points as all Points balance recorded in the Account and redeemable Rewards or Points will be automatically forfeited upon cancellation or termination of the Membership.

5. Dispute

- 5.1) If there is any dispute on a Points transaction, a Member must complete the particular request form and submit the forms with supporting documents as required at any CXBZ restaurant within seven (7) days from the date of transaction or dispute. Any submission after the seven (7) days will not be accepted.
- 5.2) Sweet Ebony may at its sole and absolute discretion to settle the disputes as it deems fit. The decision by Sweet Ebony shall be final and conclusive. Sweet Ebony shall not be liable or responsible for any breach of any duty of care owed to such Member by any of Sweet Ebony's employees, staff or authorized personnel or any indirect, consequential or economic losses, loss of profits, loss of opportunity or punitive damages of any kind.

6. General

- 6.1) These Terms and Conditions govern the membership (including awards, redemption and use of Points and Rewards by Members) and set out the agreement between Sweet Ebony and each Member with regards to the Programme.
- 6.2) All Members agree that the Privacy & Data Protection Notice as stated on the Website shall form part of these Terms and Conditions. Acceptance of these Terms and Conditions by Members shall constitute the acceptance of the Privacy & Data Protection Notice. Sweet Ebony reserves the right to amend or supplement the Privacy & Data Protection Notice from time to time. Any amendments to the Privacy & Data Protection Notice will be posted on the Website.
- 6.3) All Members and applicants are advised to read the Privacy & Data Protection Notice before accepting these Terms and Conditions.
- 6.4) The accuracy of personal information shall be verified by Members and Members shall notify Sweet Ebony upon any changes on their personal information.
- 6.5) Member information such as Name, IC/Passport and Email must be updated in your Membership Account to be eligible to participate in any Campaigns by Sweet Ebony and for verification in case of any dispute.
- 6.6) Sweet Ebony and the Merchants reserve the right to request the Member to produce his/her Member Identification and personal identification (including MyKad or Passport) to facilitate the Points transaction and for verification purposes in accordance to the Privacy & Data Protection Notice.
- 6.7) Sweet Ebony reserves the rights at its sole and absolute discretion to amend or delete any of these Terms and Conditions at any time as it deems fit without prior notification to Members. Any variations, addition or amendment to these Terms and Conditions will be posted via the Website not later than seven (7) days prior to the effective date of such amendments. Continuing use of the Mobile Application and engagement with the Membership by Members shall constitute acceptance of any variation, addition, or amendments to these Terms and Conditions and Member shall be bound by the same.

- 6.8) Members have the obligations to check the Website for updates of Terms and Conditions from time to time.
- 6.9) Sweet Ebony reserves the right, at any time to vary, modify, replace, substitute or terminate Programme or any Rewards, benefits, features or privileges under the Programme or withdraw Points from use without prior notification to Members and without being liable in any way to Members.
- 6.10) Sweet Ebony may at its sole and absolute discretion to terminate the memberships without prior notification and forfeit all the Points balance recorded in the Account and redeemable Rewards and reject any refund in the events of including but not limited to :-
- i) A Member accrues, redeems, or uses the Mobile Application, Membership (including any benefits and privileges) or the Points for any unlawful or fraudulent activity or in other manners which Sweet Ebony determines to be improper;
 - ii) A Member breaches any of these terms and conditions;
 - iii) A Member who is deceased; or
 - iv) A Member who does anything which may, in the opinion of Sweet Ebony lead to the damage to any CXBZ restaurant(s) or any property of Sweet Ebony.
- 6.11) Sweet Ebony, its subsidiaries, related companies, Merchant and its service providers, or agents shall not be liable for any cost, expense, loss or damages, whether direct or indirect, special or consequential or loss of business, revenue or profits, injury or damage to property or any nature suffered by Members or any authorised person by Members arising from :-
- i) any omission, error or inaccuracy of record, awarding or redemption of points or Points balance including as a result of failure or breakdown of any Electronic Equipment used in connection with the Programme;
 - ii) any technical malfunction, operator fault, error, deficiency, defects of the Mobile Application or any part thereof;
 - iii) any act, error, delay or default in carrying out the dining services at CXBZ restaurants and the Programme;
 - iv) withdrawal of any benefits or privileges conferred on Members under the Programme;
 - v) any act, omission, error of its service provider, agents, employees, sub-contractor, or business partners;
 - vi) any claim for libel, slander, infringement of any intellectual property rights arising from the transmission and receipt of material in connection with any CXBZ restaurants and any claims arising out of any act or omission of Members;
 - vii) any suspension, deactivation, termination or cancellation of account or membership;

- viii) visitation of any CXBZ restaurants; and
 - ix) any circumstances beyond the reasonable control of Sweet Ebony.
 - x) Sweet Ebony or any CXBZ restaurant may refuse a request for awarding or redemption of Points on any transaction in the events as set out in (i), (ii) or (vii) above.
- 6.12) Members are responsible for the security of their Membership Identification. Sweet Ebony accepts no liability for the disclosure of the Membership Identification by the Member to a third party, whether intentionally or otherwise. Sweet Ebony reserves the right to protect an account from being accessed if Sweet Ebony has reasonable grounds to believe that the security of the particular account has been breached or at the risk of exposure.
- 6.13) While Sweet Ebony uses reasonable efforts to include up-to-date information in the Website and in all its publications, Sweet Ebony makes no warranties or representations as to their accuracy, reliability, completeness or otherwise. The contents, materials, products or other services available in Sweet Ebony publications or accessible through the Website are on “as is” and “as available” basis. Sweet Ebony disclaims all warranties (express or implied) including but not limited to, merchantability, fitness for purpose and non-infringement, in relation to the contents, materials, products or other services published in any of its publications or available on the Website.
- 6.14) Sweet Ebony does not warrant that the Website will be error-free, free of viruses, bugs, online interruption or other harmful threats. Members are responsible to implement security measures in their computers or mobile devices before accessing the Website. Sweet Ebony shall not be liable in any way for any direct, indirect, punitive, incidental, consequential or other damage howsoever arising out of any of the following;
- a) the use of, or access to, the Website;
 - b) delay or inability to use or access the Website; and/or
 - c) any content, information, material, products or services published in, posted on, advertised in or obtained through Sweet Ebony publications or the Website or otherwise.
- 6.15) Notice of any matter in relation to the Programme shall be deemed informed/delivered to Members via any one of the methods as follows:
- a) by posting on the Website;
 - b) by sending an email to Members who have provided email address to Sweet Ebony;
 - c) by publication in a newspaper;
 - d) by short messaging services (SMS); or
 - e) by the Mobile Application.

- 6.16) All notices, requests and/or other communications to be given by Members to Sweet Ebony under these Terms and Conditions must be communicated in writing and sent by hand, registered post, courier or other postal service or electronic mail (e-mail) to the following address:

Chuanxi Bazi Restaurant, 2nd Floor
V03A-02-02, Sunway Visio Tower (V03A)
Lingkar SV, Sunway Velocity Mall,
Jalan Cheras, Maluri,
55100 Kuala Lumpur,
Federal Territory of Kuala Lumpur
E-mail: hello@chuanxibazi.com.my

- 6.17) Sweet Ebony may further establish rules, procedures and policies in relation to any matter regarding the Programme, all of which shall form part of the Terms and Conditions. These Terms and Conditions as set out herein shall prevail in the event of any conflict or inconsistency with any other documents, statements, rules, procedures, policies or communications issued by Sweet Ebony, including Frequently Asked Questions (FAQs) and advertising or promotional materials. These Terms and Conditions together with the aforesaid further rules, procedures and policies shall constitute the entire agreement and understanding between Sweet Ebony and the Members with respect to the Programme and shall not be subject to any other agreement, understanding, warranty or representation not expressly contained or referred to in these Terms and Conditions and the aforesaid further rules, procedures and policies.
- 6.18) If any of the provision herein contained should be invalid, illegal or unenforceable under any applicable law, the legality and enforceability of the remaining provisions shall not be affected or impaired in any way and such invalid, illegal or unenforceable provision shall be deemed deleted.
- 6.19) No delay or indulgence by Sweet Ebony in enforcing any term or condition of these Terms and Conditions nor the granting of time by Sweet Ebony to Members shall prejudice the rights or powers of Sweet Ebony nor shall any waiver by Sweet Ebony of any breach constitute a continuing waiver in respect of any subsequent or continuing breach.
- 6.20) These Terms and Conditions are governed by the laws of Malaysia and Members shall submit to the exclusive jurisdiction of the courts of Malaysia.