MEMBERSHIP

1. The Bites is a digital loyalty & reward programme provided by The Food Purveyor ("the Programme") proprietary to TFP Retail Sdn. Bhd. (formerly known as “The Food Purveyor Sdn Bhd”) ("the Company"). Acceptance of any person(s) to the Programme shall be subject to the approval of the Company and once accepted by the Company, participation by any such person ("the Member") in the Programme shall be subject to the terms and conditions contained herein. The Programme is open to all shoppers of supermarkets participating in the Programme ("Supermarket") situated in Malaysia.

2. Any individual desiring to participate in the Programme may download the “Bites by the Food Purveyor App (“the App”) and complete the registration from available channels (Mobile App) prescribed by the Company and shall be issued with a virtual card known as Bites ("the Card"), free of charge.

3. The minimum age to participate in the Programme shall be aged 18 years old and above.

4. The Card does not operate as a credit card, debit card or any form of charge card and is non-transferable. The use of the Card is solely restricted to the person to whom the Card is issued and for use in connection with the Programme only.

5. The Member warrants and represents to the Company that the details and particulars registered in the App or via Help Desk shall be true, accurate and complete to the best of their information, knowledge and belief.

6. The Member may amend their personal particular via the App.

7. The Programme shall always remain the property of the Company and must be surrendered to the Company immediately upon request. The Company may, at its sole discretion, terminate the membership or Programme or the use of the Card by any Member at any time without notice or reason.

8. Use of the App by the Member shall constitute acceptance of these terms and conditions contained herein, in the App and in the Card.

9. Every individual shall only be entitled to one membership each.

ACCUMULATION OF BITES POINTS

1. The Company shall designate from time to time the type of merchandise (“Qualifying Purchase”) which shall entitled the Members to earn points (“Bites Points”) upon its purchase from any participating Supermarkets.

2. The Member shall be awarded ONE (1) Bites Point for every transaction with a value of Ringgit Malaysia Two (RM2.00) (exclusive of all taxes). Any spending of less than Ringgit Malaysia Two (RM2.00) in a single transaction shall not qualifying for any Bites Points.

3. The number of Bites Points earned by the Member shall vary on the type of Qualifying Purchase, the amount spent and the outlets where the transaction was made.

4. The Member shall present the Card to the cashier at the respective Supermarkets prior to the payment made for the purchase, failing which, Bites Points may not be credited into the Card. Any purchases other than the Qualifying Purchases shall not be awarded any Bites Points, unless otherwise notified by the Company.

5. In the case where Qualifying Purchases were made but were not recorded, the Member shall be required to provide proof of purchase including receipts before Bites Points may be awarded. The Company shall reserve the right to accept or reject such proof at its absolute discretion. Claims for Bites Points omitted from recorded shall not be entertained if the claim is not made within the same day of purchase.

6. Upon the Virtual Card being credited with Bites Points corresponding to the Qualifying Purchases, a transaction receipt prepared by the cashier at the checkout counter shall be issued to the Member. Such transaction receipt shall be conclusive record of the Qualifying Purchases made as for the Bites Points.

7. The Bites Points earned and credited into the Card cannot be transferred or assigned to another Card or any other Card issued by or on behalf of the Company. It shall also be prohibited from combining or aggregating with the Bites Points of another Card. Other than the benefits provided in this Agreement, Bites Points shall have no cash or monetary value.

8. The following items are not included in the points' calculation:

    a. Any gift vouchers, mobile reload, IDD reload, online game reload, e-wallet reload, Touch 'n Go reload;
    b. Any purchases from Ben's General Food Stall, SWine, B'wiched and any 3rd party concessionaire;
    c. Delivery charges, repair & service charges
    d. Stamp duty & easy payment;
    e. Any form of taxes; and
    f. Any receipt containing refund items.

9. The Company reserves the right to determine, vary or change from time to time the type of goods and services constituting the Qualifying Purchase and/or number of points to be awarded for each of each type of Qualifying Purchases without prior notice or assigning any reasons whatsoever.

10. All Bites Points accumulated in the Card shall only be valid for a period of twelve (12) months from date they are awarded ("Validity Period"). In the event they are not utilized within the Validity Period, they shall be cancelled without notice to the Member.

REDEMPTION

1. Sufficient Bites Points validly accumulated by the Member in their Card in accordance with the terms stated therein may entitled the Member to redeem for such items ("Redeemable Items"), as the Company shall designate from time to time. The Redeemable Items shall be listed in the Rewards Guide available at "The Food Purveyor" Mobile App and shall be subject to the terms

and conditions stated therein. The ability to redeem any items shall be termed "Rewards".

2. All Redeemable Items are subject to availability of such items. The Company has the absolute right to substitute any Redeemable Items with other items of similar value in the event they are out of stock or unavailable for whatsoever reason.

3. Upon redemption of any Redeemable Items, the corresponding Bites Points as stated in the prevailing Reward Guide shall be deducted from the Member's card accordingly.

4. The Member may collect such Redeemable Items specified in the prevailing Rewards Guide (excluding items redeemable from Supermarket) from the designated outlets. All Redeemable Items shall made available on a "as is where is" from the manufacturer and shall exclude any installation cost, batteries, and other accessories.

5. The Member may refer to the Rewards Guide for items available for redemption. The Redeemable Items stated in the Reward Guide shall be for the purpose of information only and shall not be construed as constituting any representation or warranty as to their availability. Further, the Company gives no warranty with respect to the quality of the Redeemable Items or their suitability for any purpose. Where the Redeemable Items are covered under any suppliers' or manufacturers' warranty, any disputes or claims shall be forwarded directly to the supplier or manufacturers concerned.

6. Company does not accept any liability whatsoever with respect to Redeemable Items or in connection with any refusal by supplier of Redeemed Items to accept certificates/vouchers issued for the purpose of redeeming such Rewards. Any dispute arising from or in connection with such certificates/vouchers shall be solely between the Member and such suppliers.

7. For Redeemable Items that have been redeemed and are to be collected from participating Supermarket or supplier of Rewards, the Member shall have to show some form of identities prior to such collection and shall comply with any terms and conditions imposed by such participating Supermarket or supplier of Rewards. Rewards, once redeemed, shall not be entitled to be revoked, exchanged, returned, or refunded. In all circumstances, any deduction of Bites Points from the Member's account shall not be reversed.

8. The Member shall be responsible to examine the Redeemable Items for any defects or damage immediately upon receipt as well as to verify the contents therein. Where the Redeemable Items or its packaging is found to be damaged, defective or that the contents therein is incomplete/damage, the Member shall have the right to reject Redeemable Items and return immediately to the person in charge at the Supermarket or outlets of the supplier.

9. Notwithstanding any provision to the contrary, the Company reserves the right not to provide any replacement for any Redeemable Items if in the opinion of the Company, the damage to Redeemable Item was attributable to the negligence or deliberate acts of the Member.

10. The Company or its representative shall not be held liable for any death or injury or consequential loss or damage of any nature arising from the use, loss theft or destruction of the Redeemable Items. All such claims shall be directed or forwarded to the manufacturers or suppliers of such Redeemable Items.

11. Notwithstanding any other provisions and without prejudice to any other rights and remedies stated herein, the Company reserves the right to deduct accumulated Bites Points from the Card or refuse the redemption of any Redeemable Items or to recall such Redeemable Items or reject any redemption of vouchers under the following circumstances:

   a. they are suspected of being obtained or recorded fraudulently;
   b. they have been erroneously awarded due to system glitches or any technical other reasons beyond the control of the Company
   c. they are derived from any transaction, which has been cancelled, voided, refunded or reversed; or
   d. they are derived from the purchase of inventory and stocks by the Member who appointed to operate, manage or work at participating Supermarket.

12. The Company has the right, without prior notice and assigning any reasons whatsoever, to determine and change from time to time:

   a. the rewards offered in the Programme as listed in the Rewards Guide or in any related documents; and
   b. the qualifying Bites Points required for the redemption of specific Redeemable Items.

GENERAL VARIATION

1. Your access to, and use of the materials contained herein, is conditional upon your acceptance and compliance with the terms, conditions, notices and disclaimers contained in this document or any other related documents on the Programme.

2. The Company may from time to time, without giving prior notice to the Member vary, add or amend the terms and conditions herein set out. By continuously using the Card, the Member shall be deemed to have accepted the variation, addition and/or amendments of the terms and conditions herein.

PARTICIPATION OF COMPANIES IN THE PROGRAM

1. The Company reserves the right to invite any third parties to participate in the Programme. In such event the Company shall be entitled to amend the terms of the Programme to accommodate the Company's agreement with such third parties, including but not limiting, the terms and conditions relating to the award of Bites Points in relation thereto.

2. The Company shall adhere strictly to the rights of the Member as provided in the Personal Data Privacy Notice ("the Notice") in accordance with Personal Data Protection Act, 2010 ("PDPA").

3. The PDPA governs the processing of Member's personal data ("Personal Data") by the Company. This Notice is issued to Member to inform that this is the basis upon which the processing of the Personal Data shall be managed by the Company.

4. In respect of the Programme and Card, the Member may have, provided Personal Data that includes, but is not limited to full name, national identity card number (NRIC), personal mailing address, personal telephone number, and personal email address to third parties that participate in the Programme.

5. In the event that the Member does not provide the Personal Data to the Company or place any

limitations on the processing thereof, the Company may be unable to provide full services to the Member. If this happens, the services available to the Member under the Programme may be restricted and the Company shall not be responsible for not informing the Member of updates, rewards and/or Bite Points of the Member.

6. By participating in the Programme, Member hereby agree that the Personal Data may be used by Company for the following purposes:

    a. to associate the Card to the respective Member and to update relevant information;
    b. to process the application by the Member for related services;
    c. to management, operate and to maintain the accounts of the Member, including audit and exercising the rights of the Company under the terms and conditions;
    d. to design new or improving existing services provided by Company and our affiliates;
    e. to communicate vis-à-vis the Company and the Member;
    f. to investigate complaints on suspicious transactions;
    g. to prevent or detect crime or fraudulent transactions; and
    h. to disclose to the relevant authorities as required by law, rules, regulations, codes, or guidelines; and
    i. to gather data for research purposed and for the improvement of the Programme.

7. While the Member's Personal Data shall be kept confidential by Company, by participating in the Programme, Member agrees that for the purposes set out as stated above, Company may transfer or disclose such Personal Data to the following parties within or outside of Malaysia:

    a. any participating companies which owe a duty of confidentiality to Company and which Member has selected to register, redeem, use, utilise or purchase their services or products via the Card or the Programme;
    b. the Company's agents or contractors under a duty of confidentiality to Company which are providing administrative, telecommunications, data processing or other services to Company in relation with the operation of the Card, Programme or business of the Company (such as but not limited to professional advisers, customer call centre service providers, gift redemption centres or data entry companies);
    c. any of our affiliates which owe a duty of care to Company; and
    d. any law enforcement agency and/or regulatory body for compliance with applicable laws, rules, regulations, codes and/or guidelines and/or any person or entity to whom the Company and/or its affiliates are under a binding obligation to make disclosure under the requirements of any law, rule, regulations, code and/or guideline and/or order of any competent court of law, law enforcement agencies and/or regulatory bodies.

8. Nothing in the terms and conditions stated herein shall limit your rights under the PDPA.

EXCLUSION OF LIABILITY

1. The Company shall not be liable for any loss of accumulated Bites Points or loss or damage suffered resulting from any defect or error in any machines or inability to retrieve any information or data from the computer system beyond the control of the Company.

2. Without prejudice to any other terms and conditions set out herein, the liability the Company owe to the Member arising out of the use of the Card or the redemption of rewards which cannot be excluded by law, shall be limited to the reinstatement of such Bites Points or cost of such rewards

as the Company shall at its discretion determine.

3. The Company shall not be liable for any loss or damage caused to the Member arising from any act or omission of the Company's appointed agents and contractors or suppliers including without imitation, any refusal to honour or accept the Card or any statement or other communication made in connection herewith or any defective or deficient goods or services supplied. Any dispute or claim the Member may have with or against the Company's appointed agents and contractors or suppliers shall not affect the obligations of the Member provided in the terms and conditions herein.

4. All conditions and warranties, whether expressed or implied and whether arising under any legislation or otherwise, as to the condition, suitability, quality, fitness or safety of any goods and/or services supplied in relation to the Card are expressly excluded to the extent permitted by law.

5. The Company shall not be liable howsoever for any errors, delays, loss or damage, which may be directly or indirectly due to breakdown, failure of equipment, machinery or the processor; or industry dispute, war, act of God, closedown due to pandemic, system failure and anything outside the control of the Company.

6. The Company shall not be liable for any loss or damage suffered by Member due to the following reasons:

    a. any failure by the supplier of the Redeemable Items to abide by the terms and conditions on which it has agreed to provide therein;
    b. any statement, communication or implication in any form arising from any revocation, suspension or restriction on the use of the Card; and
    c. any failure or omission to notify the Member of any changes in the terms and conditions herein, Rewards Guide, participating companies, Qualifying Purchases and Bites Points awarded for Qualifying Purchases.

DISPUTE

1. Any claim or disputes relating to the Programme, or the use of the Card shall be referred directly to the Company. The decision of the Company shall be final and binding on Member.

TERMINATION

1. The Company reserves the right to withdraw or terminate the Programme at any time without assigning any reasons. Upon notification of the withdrawal or termination, Member shall have THIRTY (30) days from the date of the notification or such period as the Company shall state in such notice, to redeem accumulated Bites Points for available Rewards. Upon expiry of the aforesaid notice, any Bites Points remaining in the Member's Card shall be deemed null and invalidated. The Company shall have no obligations or liabilities in respect of such Bites Points, by way of compensation or otherwise, to the Member and the Member shall have no further claims whatsoever against the Company.

MISCELLANEOUS

1. A notice shall deem to have been given by the Company to Member if it is posted to the latest address of Member appearing in the records of Member or the application form submitted by Member or by way of a notice displayed at participating Supermarket or suppliers of Rewards.

2. Notwithstanding anything herein, the Company's rights and entitlement shall continue to remain in full force and effect and shall survive any cancellation, revocation or suspension of the Programme, the use of the Card or matters relating to Member's participation in the Programme.

3. The invalidity or unenforceability of any of the provisions herein or any part thereof shall not substantially nullify the underlying terms and conditions herein. The invalid or unenforceable provisions of the aforesaid terms and conditions herein shall not affect the other terms and provisions contained which shall remain in full force and effect.

4. The terms and conditions herein stated shall be in addition to and not in derogation of any specific agreement or arrangement with regard to the Programme now or hereafter, and from time to time, subsisting between the Company and Member or any terms and conditions that may be specified in any written communication sent by the Company to Member from time to time.

5. Any abuse or fraud with respect to Bites Points under the Programme or redemption of Rewards shall result in the cancellation of Member's participation in the Programme, cancellation of the Card and revocation of Bites Points or return of redeemed Rewards (or its reasonable compensation thereto).

6. The Company reserves the right to cancel any Cards that have not been used for any continuous period of TWELVE (12) months and forfeit any Bites Points accumulated thereunder.

7. Subject to the rights of the Member provided in the PDPA Act and subject to the terms of and conditions provided herein, the Company shall have the right to assign, at any time, to any affiliate or third party, the ownership of the Cards and/or the Member's account in respect of the Programme and/or any of its rights, obligations or liabilities hereunder, without the consent of Member.

8. In case of any discrepancy between the English and Malay versions, the English version shall prevail.

9. The laws of Malaysia shall govern the terms and conditions herein between the Company and Member. The parties hereby submit irrevocably to the jurisdiction of the Courts of Malaysia.