

Membership

1. The **ST CARD** (Programme) is proprietary to **Sri Ternak Food Mart Sdn. Bhd.** ("Company"), where acceptance of any person(s) into the Programme shall be subject to the approval of the Company. Once accepted by the Company, participation by any such person ("Member") in the Programme shall be subject to the terms and conditions contained herein. The Programme is open only to **Sri Ternak branded supermarkets** ("Supermarket") situated in Malaysia or the participating merchants registered with the Company.
2. The Programme and any terms and conditions, as amended from time to time, shall be governed by the laws of Malaysia, and both Member and the Company agree to submit to the exclusive jurisdiction of the courts of Malaysia.
3. Any individual desiring to become a Member must complete the registration through the available channels prescribed by the Company, which include **Mobile App registration** or physical **application form**. Upon successful registration, the Member shall be issued with an **ST CARD (the Card)**, the use of which shall at all times be subject to these terms and conditions.
4. **Mobile App Registration:**
Members may now register directly through the **ST CARD Mobile App** by completing the online form and making a payment of **RM15.00** via the in-app payment gateway. Once registration is approved, the Member's digital card will be automatically activated within the app and can be used immediately for transactions and point accumulation.
5. Members registering via the app will not receive a physical card unless requested separately.
6. Renewal of membership can also be performed directly within the app for **RM15.00 annually**.
7. Members are responsible for ensuring that all registration details submitted via the app are true, accurate, and up to date.
8. The digital ST CARD carries the same privileges, terms, and validity as the physical ST CARD.
9. Applicants for the Card must be aged **18 years old and above**.
10. The Card is not a credit card or charge card and is **non-transferable**. The use of the Card is solely restricted to the person to whom the Card is issued and only for use in connection with the Programme.

11. The **application fee** for membership registration (physical or in-app) is **RM15.00**, and the **renewal fee** per year is **RM15.00**. A **replacement fee of RM15.00** will apply if a physical card replacement is requested.
12. The validity of the ST CARD membership is for a period of **12 months** from the date of issue and will expire immediately thereafter. Members are encouraged to renew their membership up to **three (3) months before expiry** via the app or at any Sri Ternak outlet to avoid any usage interruption.
13. In the event of renewal, the membership renewal date will commence based on the first issuance date registered in the system, and all accumulated points and rebates will remain valid.
14. The Member warrants that all information provided during registration (via mobile app or physical form) is true, accurate, and complete to the best of their knowledge. Upon successful registration in the **ST CARD Mobile App**, Members may begin using their digital card for qualifying purchases to accumulate loyalty points under the Programme, subject to these terms and conditions.
15. Members must keep their **personal and business details updated**. The Company will not be held responsible for any loss of points, vouchers, or benefits arising from outdated information.
16. The Programme and membership shall at all times remain the property of the Company and must be surrendered immediately upon request. The Company reserves the right, at its sole discretion, to **terminate, suspend, or revoke** any membership without prior notice or reason.
17. Use of the ST CARD Mobile App, participation, or submission of a membership application (physical or in-app) shall constitute acceptance of these Terms and Conditions.
18. Each individual is entitled to **one membership only**.
19. Employees of **Sri Ternak Group of Companies, participating merchants, suppliers, and software vendors** for this membership programme are **not eligible** to apply, collect points, or redeem rewards under this programme.

Accumulation of The Points

1. The point will be awarded for every transaction of RM1 (exclusive of tax) to 1 loyalty Points. Members must spend minimum RM1 and above on qualifying purchases in a single transaction.

2. The amount of points awarded may change and will vary depending on the products bought, the amount spent and where the transaction takes place.
3. The customer must present the virtual Card or Membership card to the cashier before making the purchase, failing which, The Points will not be credited. Any purchases other than the Qualifying Purchases shall not be considered as Qualifying Purchases and shall not be awarded any The Points, unless otherwise notified by the Company.
4. In the case where valid Qualifying Purchases were made but were not recorded, Members shall be required to provide proof of purchase including receipts before The Points can be awarded for such valid Qualifying Purchases. The Company reserves the right to accept or reject such proof at its absolute discretion. In any event, claims for such The Points shall not be entertained if not made within the same day of purchase.
5. Once the Card is credited the loyalty 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 loyalty Points accumulated will be shown at the membership account within 24 hours. Member will be able to check up to 6 months loyalty transaction available at the "ST CARD" Mobile app.
6. The loyalty Points awarded and credited to the Card cannot be transferred or assigned to another Card or any other card issued by or on behalf of the Company or combined or aggregated with the loyalty Points of such Card or card or otherwise dealt with except in accordance with this Agreement. The loyalty Points have no cash or monetary value.
7. The following items are not included in the points' calculation:
 - a. Gift card/cash vouchers purchase, mobile reload, IDD reload, online game reload, e-wallet reload, Touch 'n Go reload, e-pay upload.
 - b. Cigarettes.
 - c. Delivery Charges, Repair & Service Charges.
 - d. Utilities Bills Payment.
 - e. Payment to Authorities.
8. The Company reserves the right to determine, vary or change from time to time the qualifying goods and services and/or number of point to be awarded for each 1 Ringgit spent for Qualifying Purchases without prior notice or assigning any reasons whatsoever.
9. The Points accumulated in Member's Card will expire 2 years from the year points have been accumulated. For example,

No	Points accumulated period (Y1)	Points entitle to convert to Rewards (Y2)	Points to be expired (Y3)
1	Jan'18 to Dec'18	Jan'19 to Dec'19	1 st of Jan, 2020
2	Jan'19 to Dec'19	Jan'20 to Dec'20	1 st of Jan, 2021
3	Jan'20 to Dec'20	Jan'21 to Dec'21	1 st of Jan, 2022

10. Members can choose to leave the Programme at any time. By leaving the Programme, members will be forfeited the right to any points or Rewards or Vouchers already accrued or issued.
11. Members who do not collect any points for 12 months will be removed from the Programme and all points and unused rewards or Vouchers will be deleted. Members will need to reapply for new membership should they wish to rejoin the programme.
12. The point collection entitlement in the system is final and no further correspondence will be entertained.

Redemption

1. A Member who has accumulated sufficient The Points in his/her Card and is eligible, subject to meeting any conditions that the Company may impose, may redeem the same for such items ("Rewards"), as the Company shall designate from time to time at its absolute discretion, which Rewards shall be listed in the Rewards Guide available at "ST CARD" Mobile App and shall be subject to the terms and conditions therein.
2. All Rewards are subject to availability and the Company has the right to substitute the redemption rewards with other items of similar value in the event the requested rewards are out of stock or unavailable without assigning whatsoever reason.
3. Upon redemption of any particular Reward, accumulated The Points recorded in Member's account will be reduced by the corresponding number of The Points stipulated in the then prevailing Rewards Guide for the specific Reward.
4. Member may also redeem such Rewards specified in the then prevailing Rewards Guide (excluding items redeemed from Supermarket) by collecting the items at pre-selected outlet or participating merchant. Company will endeavour to prepare the redeemed Reward at the selected outlet or participating merchant within 4 weeks upon receiving the redemption request from the Member. All Rewards do not include installation cost, registration, insurance, delivery labour, batteries etc and is on an as-is where is basis.
5. The Member may refer to the Rewards catalogue available at "ST CARD" Mobile App for redemption, which shall be for the purpose of information and illustration only and shall not be construed as constituting any representation or warranty as to their availability. Further, the Company gives no representation or warranty with respect to any products and/or services featured in the Rewards Guide. Company gives no

warranty with respect to the quality of the Rewards or their suitability for any purpose. Where the Rewards are covered under any manufacturers' warranty, any disputes or claims shall be forwarded directly to the manufacturers concerned.

6. Company does not accept liability whatsoever with respect to Rewards supplied or in connection with any refusal by supplier of Rewards 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 Rewards that are to be redeemed from participating Supermarket or supplier of Rewards as shall be appointed by the Company from time to time, the Member shall present his/her Card and national identity card (NRIC) for Rewards redemption and shall comply with any terms and conditions imposed by such participating Supermarket or supplier of Rewards. Rewards, once redeemed, cannot be revoked, exchanged, returned, or refunded. In any and all circumstances, any deduction of The Points from the Member's account shall not be reversed.
8. The Member is responsible to examine, immediately upon receipt, the Rewards for any defects or damage, whether in its packaging or otherwise, and to verify the contents of the Rewards. Where the Reward or its packaging is found to be damaged or defective or that the contents therein is incomplete / damage, the Rewards be immediately returned to the Customer Service at the Supermarket or Supplier of Rewards (whichever applicable).
9. Company reserves the rights to reject any request for the replacement of faulty or damaged Rewards should the Member fail to return the same in the manner and within the time period set out as stated above.
10. Notwithstanding any provision to the contrary, the Company reserves the right not to provide any replacement Rewards if in the Company's opinion the item is found to be damaged or rendered faulty due to the negligence or deliberate acts of the Member.
11. 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 redemption, supply or use of the Rewards or from the loss, theft or destruction of the Rewards. All such claims shall be directed or forwarded to the manufacturers concerned.
12. Notwithstanding any other provisions and without prejudice to any other rights and remedies stated herein, the Company reserves the right to deduct accumulated The Points from the Member's account or refuse the redemption of any Rewards or to recall such redeemed Rewards under the following circumstances:
 - a. The Points suspected to be fraudulently recorded or obtained;

- b. any The Points erroneously awarded due to system glitches or any other reasons;
 - c. any The Points derived from any transaction, which has been cancelled, voided, refunded or reversed; or
 - d. any The Points derived from the purchase of inventory and stocks by a Member who is appointed to operate, manage or work at participating Supermarket.
- 13. 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 other documents; and
 - b. the qualifying The Points required for redemption of Rewards.

General Variation

1. To access and use the material in ST CARD or mobile app, you would have to accept and comply to the terms & conditions, notices and disclaimers in this document and other documentations that contained all the terms and condition.
2. The Member agrees that 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. In the event the Member is not agreeable to such variation, addition and/or amendments, the Member shall surrender the card and return the same, cut in half, to the Company, by personal delivery to any participating Supermarket or by way of registered post within seven (7) working days from the date of such variation, addition or amendment, failing which the Member shall be deemed to have accepted the variation, addition and/or amendments of the terms and conditions herein.

Participating Companies

1. Company reserves the right to invite or allow any other companies to participate in the Programme and in such event to modify the Programme and any of the terms and conditions provided herein or other agreements or documents relating to the Programme, including the terms and conditions in relation to Rewards redemption.
2. Personal Data Processing Statement relating to Member (this "Notice") in accordance to 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 is done by the Company.

4. In respect of the Programme and Card, the Member have, or 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.
5. In the event that the Member do not provide the Personal Data to the Company or places any limitations on the processing of such Personal Data, the Company may be unable to provide services or this may adversely affect the continuity of any services provided by the Company in respect of the Programme or Card.
6. Purpose: The Member agree that the Personal Data may be used by Company for the purposes below.
 - i. To associate the Card to the Member and to update information (if required);
 - ii. To process the application by the Member for related services;
 - iii. Management, operation and maintenance of Member's account, system including audit and exercising the rights of the Company under the terms and conditions;
 - iv. Designing new or improving existing services provided by Company, our subsidiaries, associates and affiliates;
 - v. Communication by Company to Member;
 - vi. Investigation of complaints, suspected suspicious transaction and research for service improvement;
 - vii. Prevention or detection of crime or fraud; and
 - viii. Disclosure as required by law, rules, regulations, codes or guidelines.
7. Transfer: Member's Personal Data will have kept confidential by Company but Member agree 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:
 - i. Other Merchants or any Participating Merchants which owe a duty of confidentiality to Company and which Member have selected to register, redeem, use, utilise or purchase their services or products via the Card or the Programme;
 - ii. Company's agents or contractors under a duty of confidentiality to Company 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);

- iii. Any of our subsidiaries, associates and affiliates which owe a duty of care to Company; and
- iv. 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 laws, rules, regulations, codes and/or guidelines and/or orders of any competent court of law, law enforcement agencies and/or regulatory bodies.

Exclusion of Liability

1. Company shall not be liable for any loss of accumulated The Points or loss or damage suffered as a result of any defect or error in any machines or inability to retrieve any information or data from the computer system.
2. Without prejudice to any other terms and conditions set out herein, any liability the Company may have to Members arising out of the use of the Card or the redemption of Rewards which cannot be excluded, or which is not already provided herein is hereby limited, where permitted, to the reinstatement of such The Points or cost of such Rewards as the Company shall at its discretion determine.
3. 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 limitation, 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 under these terms and conditions.
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. Company shall not be liable howsoever for any errors, delays, loss or damage, which may be directly or indirectly due to breakdown, failure of machinery or the processor; or industry dispute, war, act of God, system failure and anything outside the control of the Company.
6. Company shall not be liable for any loss or damage suffered by the Member due to the following reasons:

- a. any failure by the Reward supplier to abide by the terms and conditions on which it has agreed to provide the Reward;
- b. any statement, communication or implication arising from any revocation, suspension or restriction of the use of the Card; and
- c. any failure or omission to notify the Member of any changes in the terms and conditions of this Agreement, Rewards Guide, participating companies, Qualifying Purchases and The 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 for decision, whose decision shall be final and binding on the Member and the Company's records of all matters relating to the Programme shall be conclusive and binding on the Member.

Termination

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

Miscellaneous

1. All notice deems sufficiently served if posted on "ST CARD" Mobile App but not to member latest address or by way of a notice displayed at Supermarket.
2. Notwithstanding anything in this Agreement, the Company's rights and entitlement under this Agreement 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 the 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 intent of this Agreement and the invalid or unenforceable provisions of this Agreement shall not affect the validity or enforceability of the other terms and provisions herein 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 the Member or any terms and conditions that may be specified in any written communication sent by the Company to the Member from time to time.
5. Any abuse or fraud with respect to The Points under the Programme or redemption of Rewards will result in the cancellation of the Member's participation in the Programme, cancellation of the Card and revocation of The Points or return of redeemed Rewards (or its reasonable compensation thereto).
6. Company reserves the right to cancel any Cards that have not been used for any continuous period of 12 months and forfeit any The Points accumulated thereunder.
7. Company shall have the right to freely assign, at any time, to any affiliate or third party, these terms and conditions, the Programme, 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 the 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 this Agreement between the Company and the Member. The parties hereby submit irrevocably to the jurisdiction of the Courts of Malaysia.

By the Management of ST CARD