

MALAYSIA AIRLINES MHexplorer Members Get Members Campaign 2021 Terms and Conditions

The Terms and Conditions contained herein (these "Terms and Conditions") shall govern this Campaign and therefore, it is advisable that you read and understand these Terms and Conditions. By joining this Campaign, you are deemed to agree and accept to be bound by these Terms and Conditions.

A. Organisers and Campaign Period

MHexplorer Referral ("Campaign/Program") is organised by Malaysia Airlines Berhad ("MAB") and will run from 15 February 2021 (0001hrs, GMT+8) to 16 March 2021 (2359hrs, GMT+8) ("Campaign Period").

B. Eligibility and Participation

- 1. Any person who has fulfilled all the criteria below is eligible to participate in this Campaign ("Participant"):
 - Aged 13 to 26 years old
 - An existing MHexplorer member with an active account status ("The Referrer") who introduces a friend or family to sign up for MHexplorer member.
 - A new MHexplorer member ("Referee") who receives the Campaign email from the Referrer to sign up as MHexplorer member. The referee shall be restricted to a Malaysian resident only
- 2. The following person(s) shall not be eligible to participate in this Campaign:
 - permanent, contractual & temporary employees of MAB (including those within the Malaysia Aviation Group Berhad) and their immediate family members.

C. The mechanics of the Campaign are as follows:

- 1. Existing MHexplorer member with an active account status ("The Referrer")
 - a) The Referrer will receive the Campaign email from Malaysia Airlines Berhad.
 - b) The Referrer must forward the Campaign email to a friend or family member in order for him/her to sign up as a new MHexplorer member.
 - c) Once the friend or family member has successfully registered as a new MHexplorer member, 200 Enrich Bonus Miles will be credited into the Referrer's Enrich account within the Campaign period.
 - d) Each Referrer is responsible to provide a valid Enrich membership number to the Referee. In the event, the Referee fails to provide the Enrich membership number ("Enrich ID") of the Referrer during his/her MHexplorer



- enrollment process, both Referrer and Referee will be not eligible for the Enrich Bonus Miles.
- e) In the event the Referrer is identified as non-MHexplorer or holds an inactive account status, MAB shall has the absolute rights to disqualify the Referrer and the Referree.
- f) In the event the Referrer is already an existing MHexplorer member with active/inactive account status but signs-up as a new MHexplorer member for the purpose of this Campaign, the Referrer will also be disqualified.
- g) In the event of a Referrer is disqualified for any reason provided, the Referree shall also be automatically disqualified.
- h) MAB has the absolute right to cancel the MHexplorer account if the Referrer or Referree has attempted to undermine the operation of the Campaign in any way whatsoever, including but not limited to fraud, cheating or deception.

2. New MHexplorer Member ("Referee")

- a) The Referee must receive the Campaign email from the Referrer who must be an active MHexplorer member account holder.
- b) The Referee must sign up as a MHexplorer member via the link at www.malaysiaairlines.com/mhexplorer/mgm. Meanwhile if the referee is an existing Enrich member, he/she must proceeds to complete the registration process by clicking login.
 - i. The Referee is required to fill in all the required fields, including the Referrer's Enrich membership number ("Enrich ID").
 - ii. The Referee must upload a copy of his/her student ID for verification purposes.
- c) Once the Referee has successfully registered as MHexplorer member, 200 Enrich Bonus Miles will be credited into the Enrich account of the Referee within the Campaign period.
- d) Each Referee is responsible to provide a valid Enrich membership number of the Referrer during the MHexplorer enrollment process. Failure to do so, both Referrer and Referee will be not eligible for the Enrich Bonus Miles.
- e) In the event the Referee is already an existing MHexplorer member and holds an active/inactive account status but signs-up as a new MHexplorer member for the purpose of this Campaign, will also be disgualified.
- f) MAB has the absolute right to cancel the MHexplorer membership account if the Referee or Referrer has attempted to undermine the operation of the Campaign in any way whatsoever, including but not limited to fraud, cheating or deception.

3. Enrich Bonus Miles

a) The 200 Enrich Bonus Miles each will be credited into the Referrer and Referees's Enrich accounts respectively once the MHexplorer registration is successful and received within the Campaign period from 15 February 2021 to 16 March 2021.



- b) The 200 Enrich Bonus Miles each, once received into the Enrich accounts of the Referrers and Referees shall be valid only for a period of one (1) year only from the month and year it is credited.
- c) The Referrer may introduce as many Referees as possible and will earn 200 Enrich Bonus Miles for each new successful MHexplorer enrolment.
- d) The Enrich Bonus Miles awarded to members are not transferable, redeemable for cash or exchangeable for any other gift whether in part or in full.
- e) Extension of Enrich Bonus Miles is allowed once, for 12 months from the month they are set to expire via Malaysia Airlines Call Centre or by visiting your nearest Malaysia Airlines ticket office. A rate of MYR0.02 per Mile and an administration charge of MYR40 will be charged for the extension of expired Miles.
- f) Existing MHExplorer members who sign-up again as a new MHexplorer member under a different name and email address for the purpose of this Campaign, will automatically be disqualified and will not be eligible for the Enrich Bonus Miles.
- g) Enrich by Malaysia Airlines ("Enrich") has the absolute right to cancel the Enrich membership account if such member has attempted to undermine the operation of the Campaign in any way whatsoever, including but not limited to fraud, cheating or deception.
- h) Members shall settle any claim, dispute or question arising in connection with the redemption of the Enrich Bonus Miles directly with Enrich.
- i) Should any dispute arise, the decision by MAB, will be final. MAB reserves the right to forfeit the Enrich Bonus Miles based on its sole and absolute discretion.
- j) Failure to redeem these Enrich Bonus Miles within the manner and period stipulated in the Terms and Conditions will result in forfeiture of the Enrich Bonus Miles and members will have no claim whatsoever against MAB, its agents and/or employees.
- k) For more details on Enrich Miles redemption, please visit www.malaysiaairlines.com/enrich
- I) Other general Enrich Terms and Conditions apply.

D. General Terms

- 1. MAB, its affiliates, subsidiaries, agents, employees, representatives, retailers, distributors, dealers as well as its advertising, creative, media, digital, design and other creative agencies of MAB, shall not be liable for any loss or damage whatsoever suffered (including but not limited to loss of opportunities and any indirect or consequential losses) or personal injury suffered or sustained in connection with or arising from participation in this Campaign.
- 2. The Terms and Conditions of the Campaign shall be construed, governed and interpreted in accordance with the laws of Malaysia.
- 3. All rights and privileges herein granted to MAB are irrevocable and not subjected to rescission, restraint or injunction under any and all circumstances. Under no circumstances shall the Participant have the right to injunctive relief or to restrain or otherwise interfere with the organisation of the Campaign, the



- production, distribution, exhibition and/or exploitation of the Campaign and/or any product based on and/or derived from the Campaign.
- 4. MAB reserves the full right at its absolute discretion to vary, delete or add to any of these Terms and Conditions without any prior notice.
- 5. These Terms and Conditions will prevail over any inconsistent terms, conditions, provisions or representations contained in any other promotional materials advertising the Campaign.
- 6. The main language of the Terms and Conditions shall be the English language. Any translation to any other language than English shall be for convenience only. Should there be any discrepancies between the English Terms & Conditions and the translated version, the English Terms & Conditions shall prevail.
- 7. By virtue of an entry to the Campaign, the Participants signify their absolute and unconditional acceptance and agreement to all the Terms and Conditions stipulated herein.
- 8. MAB reserves the absolute right to cancel, terminate or suspend the Campaign without any prior notice. For the avoidance of doubt, any cancellation, termination or suspension by MAB of the Campaign shall not entitle the Participants to any claim or compensation against MAB, its agents and employees for any and all losses or damages suffered or incurred by the Participants as a direct or an indirect result of the act of cancellation, termination or suspension thereof.
- 9. MAB will not be held responsible in any way whatsoever for any typographical errors or misprint under these Terms and Conditions.