

TERMS AND CONDITIONS USE FOR ENRICH BIZCONNECT

Definitions

- “Malaysia Airlines”** means Malaysia Airlines Berhad (Company No. 201401040794 (1116944-X)) having its registered office at 1st Floor, Administration Building, Southern Support Zone, Kuala Lumpur International Airport, 64000 Sepang, Selangor, Malaysia) and its permitted assigns and successors.
- “Application Form”** means the application form used for Enrich BizConnect Programme’s application by the Company.
- “The Partner”** means any entity established and incorporated under Malaysian Law or similar in their respective country government that interested to register under Enrich BizConnect programme.
- “Enrich”** means the frequent flyer programme operated by Malaysia Airlines utilizing mileage system, and which awards free travel, travel upgrades or any other award in exchange for accrual miles to persons who are members of the programme.
- “Enrich BizConnect Programme”** means a partnership Programme where the Company can purchase Enrich Miles online through Enric BizConnect Portal.
- “Enrich BizConnect Portal”** means a platform that The Company will be able to purchase and manage Enrich Miles and to be rewarded to their member with Enrich Miles.
- “The Applicant”** means the registered contact person of The Company in Enrich BizConnect Application form.

TERMS AND CONDITIONS OF ENRICH BIZCONNECT REGISTRATION:

The following Terms and Conditions will apply to the submission of Application Form for Enrich BizConnect Programme offered on Malaysia Airlines' website.

1. By continuing to use the page and/or any of the services shown on the Page, the Partner agree to be bound by these Terms and Conditions.
2. By submitting the Application Form for Enrich BizConnect Programme, the Applicant who acts for the Partner acknowledged that the Partner is deemed to have read and understood these Terms and have the authority to act on behalf of the Partner.
3. Malaysia Airlines reserves in its absolute discretion and without prior notice to determine, change and not disclose the factors, conditions and rules relation to the eligibility for Enrich BizConnect Programme, which may vary from time to time, effective upon the posting or modified terms and Malaysia Airlines will make every effort to communicate these changes to the personnel of the Partner via Enrich BizConnect Portal.
4. Any registered entity (under Malaysian Law or in their respective country government) which has a good financial management is allowed to apply for this Enrich BizConnect Programme. The following shall NOT be eligible for Enrich BizConnect Programme: (a) any entertainment Company that is not consistent with the value of Malaysia Airlines (e.g. suspected vice activities and etc.) or Enrich brand are not eligible to submit this Application form; and (b) illicit or illegal business.
5. The person who submits the Application Form will be deemed as the applicant for the Partner. Should the applicant details change after the form submission, it is the applicant's responsibility to notify Malaysia Airlines directly via email at enrichbizconnect@malaysiaairlines.com. In the event the applicant resigns from the Partner's company, the Partner shall immediately notify Malaysia Airlines on the new assigned person within 24 hours from the date of change. Malaysia Airlines shall not be responsible or liable for any claims, damages, losses, costs or expenses arising from any changes to the form submitted, whether such changes are made by the Partner or any third party for whatever reasons.
6. No fee will be charged to the Partner for any Application form submitted.
7. Multiple application is not allowed. Only 1 application per company will be processed by Malaysia Airlines within ten (10) working days.
8. The Applicant will receive the status of Application form after ten (10) working days from the submission of such Application form. If Malaysia Airlines does not respond after the stipulated time, the Partner or the Applicant may email to enrichbizconnect@malaysiaairlines.com for the status.
9. Once the Partner receives approval of the Application, Malaysia Airlines will not be responsible or liable for any claims, damages, losses, costs or expenses arising from any changes to the form submitted, whether such changes are made by the Partner or any third party for whatever reasons.
10. All the details submitted through Enrich BizConnect Portal will be bound by Personal Data Protection Act 2010 ("PDPA"). Should there be any dispute on the information submitted, Malaysia Airlines will have the right to reject such application at any time at its sole discretion. Malaysia Airlines may collect and use this data for the purpose of gathering, analyzing and processing the application.
11. Malaysia Airlines may at its sole and absolute discretion terminate the Partner with thirty (30) days prior notification and forfeit all the Enrich Miles balance recorded in the Enrich BizConnect Account and reject any refund in the events of including but not limited to :-
 - a) the Partner uses Enrich Miles or Membership for any illicit, unlawful or fraudulent activity or in other manners which Enrich Miles determines to be improper;
 - b) the Partner breaches any of these terms and conditions;
 - c) the Partner is declared a dissolution and wind down; or
 - d) the Partner, which in the opinion of Malaysia Airlines does any activity that lead to the damage to the Enrich programme.

12. Malaysia Airlines or the Partner may terminate this Agreement forthwith for any reasons of convenience purpose by giving thirty (30) days written notice to the other party.
13. The Partner reserves the right to request the Enrich Member to produce his/her Membership Number and personal identification (including MyKad or Passport) to facilitate the Points transaction and for verification purposes in accordance to the Privacy Policy.
14. The Partner is responsible to credit Enrich Miles to Enrich Member's account within fourteen (14) working days. The terms and conditions of the Partner will be applicable.
15. Malaysia Airlines is not liable for the Partner's failure or delay in crediting the Enrich Miles to eligible Enrich member.
16. Any issues concerning the Miles crediting, goods or any services received shall be settled between the member and the Partner. Malaysia Airlines shall bear no responsibility for resolving such issue, disputes or for the dispute itself.
17. The miles earned will not be applicable for the member of Elite Tier status.
18. Enrich Programme and the Partner's Miles earning terms and conditions will be applicable.
19. Malaysia Airlines reserves the right at any time to change, modify or cancel the rules without prior notice including regulations, benefits and conditions of participation.
20. By participating in Enrich BizConnect Programme, it is deemed that the Partner have read and agreed to be bounded by these Terms and Conditions. Any breach of these Terms and Conditions may result in contract termination at Malaysia Airlines' absolute discretion.

TERMS & CONDITIONS OF PAYMENT

1. Upon receiving the access code given to the successful Applicant, the Partner will be able to access Enrich BizConnect Portal to start purchasing, in which pre-payment is to be made via valid credit or debit card. The transaction must be payable in Ringgit Malaysia.
2. The Partner shall pay Malaysia Airlines the agreed amount due immediately. Enrich will upload the total Miles purchased in the Partner's account within forty-eight (48) hours from the payment receipt for the amount Miles purchased.
3. Malaysia Airlines accepts all Visa and MasterCard credit or debit cards and is 3D Secure enabled (verified by Visa and secured by MasterCard). All credit card or debit card information of Buyers are protected by industry leading encryption standards.
4. Successful credit card or debit card transactions is considered valid for the total Miles purchased. No cancellation and refunds are allowed after payment is confirmed.
5. Additional charges may be applicable if the Company is using a non-Malaysian issued card due to foreign exchange rates.
6. In the event of cancellation due to the Applicant's/Partner's credit card account, any unpaid portion of the purchase Enrich Miles shall become immediately due and payable.
7. Malaysia Airlines will not be obligated to provide any compensation for Unauthorized Transactions. (defined below) and any An "Unauthorized Transaction" occurs when, because of a fraudulent take-over of the Biz Connect access account:
 - a) Transaction is made from by the unauthorised person that the Partner did not authorize and that did not benefit the Partner.

- b) Transaction is made from a credit or debit card that the Applicant or the Partner did not authorise and that did not benefit the Partner
 - c) Transaction is made by the Applicant from a credit or debit card that the Partner did not authorise and that did not benefit the Partner
8. Notwithstanding the foregoing, the Partner and the Applicant have an obligation to ensure the safety and security of the BizConnect's Account. If the Partner or Applicant authorizes someone to access BizConnect's account by providing them with the login information or otherwise, and they conduct transactions without the Partner or Applicant's knowledge or permission, Partner or Applicant shall be responsible for all consequences arising from such use.
 9. Malaysia Airlines reserves the right at any time to modify or discontinue, temporarily or permanently, any payment method without notice to the Partner or giving any reason.
 10. Notwithstanding the foregoing, the Applicant has an obligation to ensure the safety and security of the Account. If the Applicant authorizes someone to access the account by providing them with the login information or otherwise, and they conduct transactions without the knowledge or permission, the Applicant and the Partner shall be responsible for all consequences arising from such use.
 11. The unutilized miles purchased under this Agreement after the expiry date or the termination of the Agreement for any reason will be forfeited and will not be reimbursed any circumstances.

GENERAL TERMS AND CONDITIONS

1. Whilst Malaysia Airlines intends that the Enrich BizConnect Portal should be available at any time, it is possible that Enrich BizConnect Portal may be unavailable to permit maintenance or other development activity to take place.
2. By virtue of an entry to the Enrich BizConnect Portal, the Partner signify their absolute and unconditional acceptance and agreement to all the Terms and Conditions stipulated herein.
3. Malaysia Airlines will not be held responsible for any typographical errors or misprint under these Terms and Conditions.
4. 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.