

## TERMS AND CONDITIONS

### The Enrich Miles Conversion to Sunway Pals Points

1. The Enrich Miles Conversion to Sunway Pals Points is a partnership between Enrich by Malaysia Airlines Berhad and Sunway Pals Sdn Bhd (hereinafter be referred to as “Conversion” or “Redemption”).
2. Enrich by Malaysia Airlines Berhad is managed by **MALAYSIA AIRLINES BERHAD (Company Reg No. 201401040974 (1116944-X))**, a company incorporated in Malaysia and having its registered office at Level 1, Administration Building, South Support Zone, KLIA, 64000 Sepang, Selangor (“Enrich”).
3. Sunway Pals is managed by **SUNWAY PALS SDN BHD (Company Reg. No. 154570-W)**, a company incorporated in Malaysia and having its registered office at Level 16, Menara Sunway, Jalan Lagoon Timur, Bandar Sunway, 47500 Subang Jaya, Selangor (“Sunway Pals”).

#### [A] Redemption of Enrich Miles to Sunway Pals Points

1. The Conversion shall be applicable to all Enrich Members who are entitled to convert their Enrich Miles to Sunway Pals point with effect from 11 November 2019 until 10 November 2021 (“Redemption Period”).
2. The application for Conversion shall be published in Enrich Website in a denomination of Sunway Pals Points offered with the amount of Enrich Miles required specified in this terms and conditions.
3. The application for Conversion is only available on Enrich Website. A link will be provided for such Conversion.
4. During the term of Redemption Period, only the option for Conversion will be available for Enrich Members. Any purchase or conversion of Enrich Miles made via cash or credit card shall be rejected and an email notifying of such unsuccessful transaction will be sent to Enrich Members.
5. The Conversion will take fourteen (14) working days for the Enrich Miles be redeemed into Sunway Pals points.
6. Enrich shall not be held responsible for any delays caused by inaccurate submission of the details by Enrich Member.
7. In the event where inaccurate details are submitted, the Conversion shall become null and void and such Enrich Miles will be credited to Enrich Member’s Account within fourteen (14) working days from the date of the void transaction.
8. Once the Conversion is successful, the appropriate number of Enrich Miles will be deducted from Enrich member’s account and will not be returned under any circumstances except for inaccurate details and technical glitch. The **Enrich Miles** are non-refundable, non-transferable and cannot be exchanged for cash in part or full.
9. The Conversion are strictly for Enrich Members who holds a valid Sunway Pals account registered with Sunway Pals. The Enrich Members are not allowed to convert their Enrich Miles to their Sunway Pals’ family and/or friends’ card.
10. Enrich Members are required to have a min of 1,100 Enrich Miles in their Enrich account to convert to the Sunway Pals Points in the denomination published in the Enrich’s website. Enrich Member who do not have sufficient Enrich Miles balance in their Enrich Miles account shall not be eligible for any Conversion. In the event such Conversion is made, the Conversion will not be processed and any additional purchase of Enrich Miles made via cash or credit card is strictly prohibited and will be rejected.
11. The Enrich Miles Conversion shall be on full Miles term only and no cash terms are allowed.
12. Enrich reserves the right to change the redemption Conversion rate without prior notice to Enrich Members.
13. Enrich reserves the right at its sole discretion to deduct or change any Miles redeemed from the Enrich Members for the purpose of correcting any errors or inaccuracies in the Conversion.
14. The Enrich Account must be an active account at the time of the Conversion.
15. Enrich shall not be held responsible for any lost, stolen, unused or expired Sunway Pals Points which have been received by Enrich Members.
16. Enrich reserves the right to cancel the Conversion by any Enrich Member who is in breach of these terms and conditions.

17. The Conversion displayed in the catalogue and Enrich website are correct at published time and is subject to change from time to time.

#### **[B] Usage of Miles Conversion To Sunway Pals Points Code**

1. Enrich reserves the right to cancel or revoke the Miles conversion for any reason, including the following circumstances: fraudulent purchasing activity, abuse or used in bad faith.
2. Enrich and Sunway Pals reserve the right to change the terms and conditions of the conversion program at any time without prior notice to Enrich Cardmembers and Sunway pals Cardmembers.
3. Enrich and Sunway Pals will not be liable and/or be required to offer replacement Enrich Miles redemption for:
  - discontinued or cancelled of the Enrich Miles conversion to Sunway Pals ;
  - improper use of, or inability to convert the Enrich Miles ; or
  - the inability to convert Enrich Miles due to technical issues.
4. All other applicable terms and conditions shall apply.
5. Please visit <https://www.malaysiaairlines.com/my/en/enrich/about-enrich/terms-conditions.html>

#### **[C] General**

1. Enrich, its agents and employees shall not be liable for any loss or damage whatsoever suffered (including but not limited to indirect or consequential losses) or personal injury suffered or sustained in connection with or arising from either participation in this Promotion. Any dispute concerning goods or services received under this Promotion shall be settled between the Member and Sunway Pals. Enrich shall bear no responsibility for resolving such disputes or for the dispute itself.
2. Enrich reserves the right at any time to change, modify or cancel the Enrich Miles Conversion Programme rules prior without notice including regulations, benefits and conditions of participation. All other applicable terms and conditions shall apply. Please visit <https://www.malaysiaairlines.com/my/en/enrich/about-enrich/terms-conditions.html>
3. The Terms and Conditions of the Enrich Miles Conversion Programme shall be construed, governed and interpreted in accordance with the laws of Malaysia. Enrich Member agrees to submit to the exclusive jurisdiction of the Courts of Malaysia over all matters arising from this Enrich Miles Conversion Programme.
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.
5. By participating in this Enrich Miles conversion Programme, it is deemed that the Enrich Member have read and agreed to be bound by these Terms and Conditions. Any breach of these Terms and Conditions may, at Enrich's absolute discretion, result in forfeiture of any of the goods or services rendered. Enrich shall not be liable for any claim whatsoever resulting from the Member's participation in this Promotion.
6. Enrich will not be held responsible for any typographical errors or misprint under these Terms and Conditions.

/end.