

TERMS AND CONDITIONS

1. INTRODUCTION

PLEASE READ THESE TERMS CAREFULLY BEFORE ACCESSING OR USING OUR SERVICES.

- 1.1 These Terms and Conditions (“**T&C**”) govern the access or use by you, on applications, websites, content, products, and services made available by **Quinton Group Sdn. Bhd. [Registration No. 201801005387 (1267401-K)]** a company which is incorporated in Malaysia (“**Quin Reward**” or “**the Company**”).
- 1.2 The Company operates the Quin Reward portal and its related website(s) at <https://www.quinreward.asia> and <https://quinreward.com.my> (“**Websites**”), and the mobile applications known as *Quin Reward* (“**App**”) which is an e-rewarding platform which offers secured and impressive loyalty rewarding programme. The Websites and the App enable the users/consumers (collectively “**Users**”) to redeem and earn rewards at any participating collaboration partners (collectively “**Collaboration Partners**”) and enjoy special rates, exclusive promotion and discounts (collective “**Services**”).
- 1.3 For the avoidance of doubt, the Company merely provides an online digital platform to connect the Users and the Collaboration Partners. The Company is not responsible for the acts and/or omissions of any Collaboration Partners, and any liability in relation to such services shall be borne by the Collaboration Partners. Collaboration Partners shall not, at any time, represent to be an agent, employee or staff of Quin Reward and the solutions which may be provided by the Collaboration Partners shall not be deemed to have been provided by Quin Reward. For clarity, Quin Reward does not own, sell, resell and/or provide any goods or services to the Users and Quin Reward does not interfere with the operation of the Collaboration Partner’s business.
- 1.4 Your access and use of the Services constitute your agreement to be bound by these T&C, which establishes a contractual relationship between you and Quin Reward. If you do not agree to these T&C herein, you may not access or use the Services. These T&C expressly supersede any prior agreements or arrangements between Quin Reward and you. Quin Reward may immediately terminate these T&C or any Services with respect to you, or generally cease offering or deny access to the Services or any portion thereof, at any time for any reason.
- 1.5 Supplemental terms and conditions may apply to certain Services, such as policies for a particular event, activity or promotion, and such supplemental terms shall be disclosed to you in connection with those applicable Services. Supplemental terms and conditions are in addition to, and shall be deemed a part of, the T&C for the purposes of the applicable Services. Supplemental terms and conditions shall prevail over these T&C in the event of a conflict with respect to the applicable Services.
- 1.6 Quin Reward reserves the right to modify, vary, amend or change the terms and conditions or its policies relating to the Services at any time as it deems fit. Such modifications, variations, amendments or changes to the T&C policies relating to the Services shall be effective upon the posting of an updated version at <https://quinreward.com.my> and/or <https://www.quinreward.asia>. You acknowledge that it shall be your responsibility to review this T&C regularly whereupon the use of the Services after any such changes, whether or not reviewed by you, shall constitute your consent and acceptance to such changes.

2. DEFINITIONS

2.1 For the purposes of this T&C, the following definitions apply :-

- (a) **“Account”** means a user account registered by the User in the Quin Reward’s mobile application or website;
- (b) **“App”** means the relevant mobile application(s) made available for download by Quin Reward (or its licensors) to Users;
- (c) **“Charges”** means the fee charged by the Collaboration Partners for any products, food or services offered by the Collaboration Partners;
- (d) **“Collaboration Partners”** refers to the business or service providers who signed up as the service provider/seller of Quin Reward and to provide services (including without limitation utilities bill payment) or sell any products or food to Users on the platform provided by Quin Reward;
- (e) **“Force Majeure Event”** means an unforeseeable event or a series of events beyond the control of the parties which includes natural causes (fire, storms, floods), governmental, societal actions (war, invasion, civil unrest, labour strikes) or events which is unforeseeable that prevents the related parties in performing under this T&C;
- (f) **“Free Voucher”** means the vouchers specially created and wholly owned by Quin Reward to be provided to its Users which shall be redeemed together with the Halo Voucher, subject to the availability of Free Voucher as well as the discretion of Quin Reward, in order to enjoy discounts, promotion and offers at the participating Collaboration Partners who participated in the advertising programme;
- (g) **“Games”** or **“Interactive Activities”** means the mini games or contests held by Quin Reward to let its Users to participate and win exclusive prizes;
- (h) **“Halo Voucher”** or **“HV”** refers to the e-vouchers where the Users bought for its value in order to enjoy the Services and to redeem at the Collaboration Partners;
- (i) **“HV Reserved”** refers to the minimum amount of HV that must be maintained in a User Account for User’s redemption and in order to ensure that the Account is active. For the avoidance of doubt, Quin Reward shall have the sole and absolute discretion to impose a minimum amount to be reserved and such amount shall exclude the amount of HV under cooling-off period. Such minimum amount may be amended by Quin Reward from time to time;
- (j) **“Prizes”** means the award to be given as reward action for the winner in the Games or Interactive Activities;
- (k) **“Party”** or **“Parties”** refers to the parties in relation to this T&C (i.e., Quin Reward, Users and Collaboration Partners, where applicable);
- (l) **“Platform”** refers to the Websites and App operated by Quin Reward;
- (m) **“Premium Account”** means the user has uploaded all relevant documentation (including without limitation, the front and the back of the I.C. and the I.C. with User’s selfie) and such account has been verified and approved by Quin Reward;
- (n) **“Quin Voucher (QV)”** refers to the e-voucher previously purchased by the Users from Quin Reward which will be stored under QV column;
- (o) **“Reserve Voucher (RV)”** refers to the e-voucher converted under the emergency mechanism implemented by Quin Reward;
- (p) **“Refund Processing Period”** refers to the period of time required by Quin Reward to process and verify the refund request;
- (q) **“Services”** refers the service offered by Quin Reward for Users to have a seamless ecosystem, to redeem, to get discount and to enjoy the reward subject to terms and conditions contained herein;
- (r) **“Subscription Fee”** means the fee charges for the subscription packages or plans respectively;
- (s) **“Subscription Plans”** means the subscription package(s) or plan(s) offered by Quin Reward and/or its affiliate company(ies) to its Users, to which such plan(s) may be amended by Quin Reward at its sole discretion from time to time;
- (t) **“T&C”** means these Terms and Conditions stipulated herein;
- (u) **“Websites”** refers to <https://www.quinreward.asia> and <https://quinreward.com.my>;
- (v) **“we”, “us”, “our”** refers to Quin Reward and its affiliate (distribution) partners; and

(w) “you”, “your”, “yours” and “User” refers to the end user who uses the Services;

3. ACKNOWLEDGEMENT AND CONSENT

- 3.1 Quin Reward is a homegrown lifestyle e-rewarding application that aims to reward its Users for their daily redemption. Users can purchase vouchers and enjoy exclusive offers by performing online shopping on our App or at any of our participating Collaboration Partners’ store. As a User of Quin Reward, you may gain access to the e-vouchers, discounts, promotion codes, and other benefits offered by Quin Reward and/or our Collaboration Partners as shown on the App or the Websites that is made available from time to time. Quin Reward may at its sole and absolute discretion, award you the Free Vouchers which can be redeemed together with the Halo Voucher that you have purchased. Nonetheless, Quin Reward may at its sole discretion, cease, increase or decrease the amount/rate of Free Voucher to be given, or to remove the function of Free Vouchers at its entirety.
- 3.2 You expressly agree that use of the App and Websites is at your sole risk. Both the App and Websites are provided on an “AS IS” and “AS AVAILABLE” basis. We do not warrant that access to the App and/or Websites shall be uninterrupted or error-free or that defects shall be corrected. Quin Reward expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to any warranties or merchantability, fitness for a particular use or purpose, non-infringement, title, operability, condition, quiet enjoyment, value and accuracy of data.
- 3.3 You agree that Quin Reward has the right at its sole and absolute discretion to remove or delete your account and/or decline your access to use the Service in the event the any other users (whether Collaboration Partners or Users) of the Websites or App have negative ratings and/or complaints against you.

License

- 3.4 Subject to your compliance with these T&C, Quin Reward grants you a limited, non-exclusive, non-sublicensable, revocable and/or non-transferrable license to: -
- (i) access and use the App on your personal device solely in connection with your fulfilment of the Services; and
 - (ii) access and use any content, information and related materials that may be made available through the Services, in each case solely for your personal and non-commercial use. Any rights not expressly granted herein are reserved by Quin Reward.

Third-Party Services and Content

- 3.5 The Services may be made available or accessed in connection with third-party services and content such as Apple iOS, Android and Microsoft Windows (including but not limited to any computer viruses or other disabling features), that Quin Reward does not control and/or has any obligation to monitor such third-party services and content. You acknowledge that different terms of use and privacy policies may apply to your use of such third-party services and content. Quin Reward does not endorse such third-party services and content and in no event shall Quin Reward be responsible or liable for any products or services or content of such third-party providers. Your access to the Services using these devices is subject to terms set forth in the applicable third-party’s terms of service.

Ownership

- 3.6 The Services and all rights therein are and shall remain as Quin Reward's property or the property of Quin Reward's licensors. Neither these T&C nor your use of the Services convey or grant to you any rights:-
- (i) in or related to the Services except for the limited license granted above; or
 - (ii) to use or reference in any manner T&C's company names, logos, product and service names, trademarks or services marks.

4. USE OF SERVICES BY QUIN REWARD'S USERS

User Accounts

- 4.1 In order to use most aspects of the Services, you must register for and maintain an active personal user Services account ("**Account**"). You must be at least 18 years of age, or the age of legal majority, to obtain an Account. Upon registration, you shall provide and submit your personal information, including but not limited to your name, identification number (i.e., NRIC No. and/or Passport No.), identification card photo with selfie, address, mobile phone number and age to Quin Reward.
- 4.2 Users below the age of 18 must obtain consent from parent(s) or legal guardian(s), who by accepting these T&C shall agree to take responsibility for your actions and any charges associated with your use of the Platforms and/or the Services. If you do not have consent from your parent(s) or legal guardian(s), you must stop using/accessing the Platforms immediately.
- 4.3 You agree to maintain true, accurate, complete, and up-to-date information in your User's Account and Quin Reward reserves its rights on requesting its users on performing a reasonable verification and providing any identification documents for the purpose of verification. Your failure to maintain accurate, complete, and up-to-date User's Account information, including having an invalid or expired payment/redemption method on file, may result in your inability to access and use the Services or Quin Reward's termination of these T&C with you.
- 4.4 You shall be responsible for all activities that occurs under your User's Account, and you agree to maintain the security and secrecy of your User's Account username, password and the security pin, at all times. Unless otherwise permitted by Quin Reward in writing, **you shall only possess and maintain ONE (1) User's Account under your registered identification document or identification card number**. Quin Reward retains its right to suspend Accounts with the same identification document or identification card number as well as to reject the registration of multiple Accounts with the same identification document or identification card number.
- 4.5 If you are inactive for more than six (6) months, Quin Reward shall have the absolute right to deem your user Account as dormant for security and safety measures. For the avoidance of doubt, your inactivity leading to the dormant status shall mean that you have not purchased any Halo Voucher and/or have not completed at least one (1) redemption transaction with a Collaboration Partner for more than six (6) months. In such occurrence, our Platform may require you to conduct verification to reactivate the user Account.

Representations and warranties

4.6 By using the Services, you represent and warrant that:-

- (a) You shall only use the Service for lawful purposes;
- (b) You shall only use the Service for the purpose for which it is intended to be used;
- (c) You shall not impair the proper operation of the network;
- (d) You shall keep secure and confidential your account password, the security pin and any identification we provide you which allows access to the Service;
- (e) You shall provide the Company and its affiliates with proof of identity as it may reasonably request or require;
- (f) You shall not make any defamatory, slanderous and libellous statements against the Company and other Platform related to the Company;
- (g) You agree that the Service is provided on a reasonable effort basis; and
- (h) You agree to abide by the terms of the T&C and Privacy Policies in relation to your use of the Service.

Restrictions for Users/Prohibited Use Alert

4.7 By using the Services, you agree that: -

- a) You shall not authorize third-parties to use your User Account;
- b) You shall only possess one (1) Account and use your own User Account under your registered identification number;
- c) You shall not assign or otherwise transfer your User Account to any other person or entity;
- d) You shall not, in your use of the Services, cause nuisance, annoyance, inconvenience, or property damage, whether to Collaboration Partners or any other party;
- e) You shall not remove any copyright, trademark or other proprietary notices from any portion of the Services;
- f) You shall not copy, reproduce, modify, prepare derivative works based upon distribution, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast the any content on the Websites or App or otherwise exploit the Services unless as expressly permitted by Quin Reward;
- g) You shall not assist anyone or involve yourself or abet with any third party in any Free Voucher abuse activities as well as any other abusive activity in the Quin Reward's system due to any system bug and/or loophole which may be an advantage to you;
- h) You shall not resell, transfer, exchange the Free Voucher in monetary form or any monetary consideration to other Account or to any other Users or Collaboration Partners other than for the purpose of utilizing the Services;
- i) You shall not engage in any activities that in sole judgement of Quin Reward, is objectionable or which may seem fraudulent, illegal or which may expose Quin Reward, the Services, the App and/or Websites or its Users to any harm or liability of any type;
- j) You shall not perform any abusive activities by conducting splitting of redemptions, sharing of redemptions between different Users' Accounts and/or making instalment(s) for redemption of products/services. For clarity, one User Account shall only be allowed to one-time redemption for one product/service;

- k) You shall not link to, mirror or frame any portion of the Services;
- l) You shall not cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Services or unduly burdening or hindering the operation and/or functionality of any aspect of the Services;
- m) You shall not attempt to gain unauthorised access to or impair any aspect of the Services or its related systems or networks;
- n) You shall not use the Services for any unlawful purpose for sending or storing any unlawful material or for fraudulent purposes; and
- o) You shall not send or store infringing, obscene, threatening, libellous or otherwise unlawful or tortious material, including but not limited to materials harmful to children or violative of third-party privacy rights.

Network Access & Compatibility

- 4.8 You shall ensure that you use the correct Websites and/or download the correct App and use the most updated version for your device. Quin Reward shall not be liable for the download and usage of wrong and/or outdated App on your device.
- 4.9 You shall be responsible for obtaining the data network access necessary to use the Services. Your mobile network's data fees and dialing and/or messaging rates fees (if any) may apply if you access or use the Services from a wireless-enabled device and you shall be responsible for such rates and fees.
- 4.10 The Service, App and/or Websites may be subject to limitations, delays, and other problems inherent in the use of the internet including the device used by you or the device being faulty, not connected, out of range, switched off or not functioning. Quin Reward shall not be responsible for any delays, damages or losses resulting from such problems.
- 4.11 You agree that Quin Reward shall not guarantee that the Services shall be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform to access our Services. You should use your own virus protection software.

Referral Programme

- 4.12 Quin Reward may, at its sole and absolute discretion, carry out any referral programme in which Users may receive rewards for every successful referral, where such rewards shall be determined by Quin Reward at its sole discretion.
- 4.13 To be eligible for the referral rewards, you must maintain an active user Account (and not banned or suspended) on our Platforms.
- 4.14 Referrals must be submitted BEFORE the person that you are referring signs up. Any incorrect details in the submission will not be processed.

5 PURCHASE OF VOUCHER, REDEMPTION AND REFUND

Halo Voucher

- 5.1 You may purchase Halo Voucher (“**Halo Voucher**” or “**HV**”) from the App or Websites at any time to redeem goods and services from the Collaboration Partners. Halo Voucher acts as an e-vouchers which allow Users to redeem such voucher with any participating Collaboration Partners. User may redeem any products, food, service from our participating Collaboration Partners and any charges or fees arising from the redemption of the products, food or services from the Collaboration Partner (“**Charges**”) can be redeemed with Halo Voucher. Moreover, you may make redemption of utilities bill subject to system availability. Nevertheless, you hereby acknowledge that the Company shall have the sole and absolute discretion in amending this T&C as well as the Service of the Company from time to time, with or without notice.
- 5.1A For any vouchers purchased before the rebranding of Halo Voucher, you are advised to request for refund all your previous purchased vouchers under the QV column to enjoy exclusive benefits of Halo Voucher. You agree and acknowledge that all refund process shall be subjected to the refund queue and upon Quin Reward’s arrangement of such refund process in order to ensure smooth refund process and all parties’ interests are well protected. You agree and acknowledge that Quin Reward shall not be responsible on any vouchers balance left in your Account in the event you failed to request for refund. You may contact Quin Reward’s customer service team for more information for any inquiries.
- 5.1B You agree and acknowledge that any previous reserved vouchers (due to emergency mechanism) which is available in your Account will be gradually converted and released into a specified mode in accordance with the announcement and arrangement made by the Company from time to time and you may request for refund thereafter, subject to the refund policy and arrangement by the Company.
- 5.2 For the avoidance of doubt, the minimum value for the purchase of Halo Voucher is at RM10. Moreover, the Company may at its sole and absolute discretion, at any time impose any amount of administrative fee based on the amount of Halo Voucher purchased.
- 5.3 For the avoidance of doubt, the redemption of any products, food or services are between you and the Collaboration Partners, in which you agree and acknowledge that Quin Reward merely provides a platform and a linkage to facilitate the redemption between you and the Collaboration Partners. Quin Reward shall not be liable or in charge of any erroneous redemption transactions between you and CollaborationPartners.
- 5.4 You hereby agree and acknowledge that the redemption of Halo Voucher may be subjected to additional terms and policies imposed by the Collaboration Partners during the redemption process in which Quin Reward may not have any control or responsibility whatsoever in this regard.
- 5.5 You agree and acknowledge that during the redemption of any products, food or services from the Collaboration Partners, Halo Voucher may or may not be sufficient for the redemption of such products, food or services to the Collaboration Partners. In such circumstance, Users may make their redemption for the outstanding balance (in the event that the balance of Halo Voucher is insufficient) with cash or via any other method which may be determined by Quin Reward from time to time, to the Collaboration Partners. In such event so occurred, you agree and acknowledge that Quin Reward shall not be liable or responsible for any cash transactions between you and the Collaboration Partners.

- 5.6 For any products, food, or services redeemed at the Collaboration Partners, you agree and acknowledge that Quin Reward shall not be liable for the quality of such products, food or services provided by the Collaboration Partners to you. In the event that you received defect, faulty, spoiled, unsatisfactory or not fulfilling the purpose of the use for any products, food or services that you have received from the Collaboration Partners, you agree and acknowledge that Quin Reward shall not be responsible and liable for such defects, faulty or unsatisfactory products, food or services. You may either to deal with the Collaboration Partners directly for the defect or unsatisfactory products, food or services if the circumstances are permissible or to contact Quin Reward customer service team to facilitate such complaints to the Collaboration Partners. You agree and acknowledge that Quin Reward merely facilitates and processes your complaints and feedbacks to the Collaboration Partners and shall not be responsible for the solutions provided by the Collaboration Partners.
- 5.7 You agree and acknowledge that your complaints and feedbacks provided to the Quin Reward customer service team may be recorded in Quin Reward system to enable Quin Reward to facilitate, understand, investigate your case. Any request of refund or adjustment for Halo Voucher redeemed shall be subjected to Quin Reward's Refund Policy as stated herein and at Quin Rewards' sole discretion. In the event that you have accepted the solutions provided by the Collaboration Partners, you shall agree that you are prohibited to request or claim for any refunds or solutions for the defects or unsatisfactory products, food or services from Quin Reward.
- 5.8 Quin Reward provides features such as gifting your Halo Voucher to other Users and to receive Halo Voucher from other Users with a daily limit imposed. You agree and acknowledge that the Halo Voucher gift function will be disabled upon reaching the daily limit imposed. Further, you agree that the refund request of Halo Voucher shall not be available for 24 hours upon utilization of gift function. During the transactions, in the event that there are any fraudulent activities, such transactions may be forfeited by Quin Reward or any actions that Quin Reward deems fit. You agree and acknowledge that Quin Reward reserves all rights to take any legal actions against you, to forfeit, suspend and to terminate your user Account in this regard.
- 5.9 You may check your Halo Voucher balance in the App or on the Websites. The amount of the Halo Voucher set out in your Account shall be the conclusive evidence of your Halo Voucher balance. For the avoidance of doubt, the amount of Halo Voucher used or redeemed for any product, goods and/or services shall be deducted according to the date of purchase of Halo Voucher in your Account, subject to any amendment(s) or implementation of emergency mechanism under Clause 5.11 made by the Company at its sole and absolute discretion from time to time. Simply put, unless otherwise informed, any redemption of Halo Voucher shall start from the earliest/oldest Halo Voucher available in your Account.
- 5.10 You shall monitor, redeem and/or refund your Halo Voucher before the expiration date of the Voucher, despite Quin Reward may, but is not obligated to, honour the Halo Voucher after the expiration date. For the avoidance of doubt, such effective period shall be automatically renewed and updated upon the date of every new purchase of the Halo Voucher. Simply put, the Halo Voucher in your Account shall be valid for one (1) year from the date of your last purchase of Halo Voucher subject to any amendment(s) made by the Company at its sole and absolute discretion from time to time.
- 5.11 Notwithstanding any provision to the contrary, the Company may exercise its power to impose any emergency mechanism(s) and protocol(s) during critical circumstances based on the crisis management and contingency plan integrated by the Company. In such occurrences, you hereby acknowledge that all vouchers in the Account may be converted as "Reserve Voucher" for a certain period, subject to further terms and conditions, memos, statements and announcement to be made by the Company from time to time. For the avoidance of doubt, the Company shall reserve the rights to (i) convert the Reserve Voucher in a method/mode which may be decided and/or amended by the Company from time to time; (ii) retain the Reserve Voucher for a certain period of time as it deems fit; and (iii) temporarily disable some of the features of the platforms as the Company deems fit.

Free Voucher

- 5.12 As a token of appreciation and **subject to clause 5.11 of this T&C**, Quin Reward may giveaway Free Voucher to its Users when Users purchase any amount of the Halo Voucher. Free Voucher has the same function as Halo Voucher which may be redeemed for products, food or services to enjoy discount entitlement from the participating Collaboration Partners, subject to Clause 12B as well as the advertising package plan subscribed by the Collaboration Partner in the advertising programme. However, you agree and acknowledge that the Free Voucher shall only be redeemable when Users redeemed or used it together with the Halo Voucher. This means that the Free Voucher itself shall not be used or deemed as the full redemption of your purchase of any products, food or service at the participating Collaboration Partners. For the avoidance of doubt, such Free Voucher shall only be redeemed together with the Halo Voucher at those Collaboration Partners who participated in Quin Reward's advertising programme to provide more offer and discounts to the Users. Hence, such Free Voucher shall not be applicable to those Collaboration Partners who are not involved in the programme.
- 5.12A Due to the rebranding of Subsidy Voucher to Free Voucher, you agree that any balance of Subsidy Voucher available in your Account shall be temporarily shifted to RSV 2 column in your Account whereby it can be viewed at the Quin Reward's portal. The Subsidy Voucher in the RSV 2 will be converted directly and automatically to Free Voucher into your Account in due course, subject to Quin Reward's further term and conditions, memo, statements, policy(ies) and arrangement which will be announced from time to time.
- 5.13 You agree and acknowledge that the amount of the giveaway of Free Voucher shall be at Quin Reward's sole and absolute discretion as at the day, time and amount when you purchase the Halo Voucher. For the avoidance of doubt, Quin Reward MAY offer or giveaway any amount of the Free Voucher regardless of the time, day or amount of that Halo Voucher that you purchased. Hence, the amount of the giveaway of the Free Voucher may vary from time to time in which the amount shall be determined solely by Quin Reward and at its own sole discretion. You agree and acknowledge that you shall not claim any of the discrepancies of the giveaway of Free Voucher from Quin Reward.
- 5.14 You agree and acknowledge that the Free Voucher is a product wholly-owned by Quin Reward and is merely an advertising impression to attract more users and to increase the engagement and interactions between the users and Quin Reward. Hence, the Free Voucher is provided on an "AS IS" and "AS AVAILABLE" basis by Quin Reward. Quin Reward may at any time, cease or stop the giveaway of the Free Voucher; and/or to cease the usage of such Free Voucher in your Account; and/or zeroize the Free Voucher in your Account; and/or to remove the entire function of the Free Voucher as well as the subsidy programme with or without notice to you at Quin Reward's sole discretion and/or when it is deemed necessary to do so.
- 5.15 You agree and acknowledge that such Free Voucher shall generally be subjected to a one (1) year effective period by default. In the event that the effective period has lapsed, the Free Voucher shall no longer be redeemable. However, such effective period shall generally be automatically renewed and updated upon the date of every new purchase of the Halo Voucher. Simply put, the Free Voucher in your Account shall generally be valid for one (1) year from the date of your last purchase of Halo Voucher. You shall not claim or redeem the value of the expired Free Voucher in any form of consideration whether in monetary or non-monetary from Quin Reward.
- 5.16 You agree and acknowledge that in all circumstances, the Free Voucher cannot be transferred, exchanged or converted to any form consideration whether in monetary or non-monetary form from Quin Reward, Collaboration Partners or any other Users. Free Voucher are purely for the purpose to allow the Users to enjoy discount, offers and subsidy. In the event that such transactions or conversion occurred whether directly or indirectly, shall be deemed as a violation or material breach in this T&C. Hence, you agree and acknowledge that Quin Reward shall reserve all rights to take any legal actions against you, to forfeit, suspend and/or terminate your User Account.

- 5.17 In the event that you have encountered or received any products, food or services from that Collaboration Partners that is under defect, faulty, unsatisfactory or not fit for purpose of the use of such products, food, or services, you agree that the Free Voucher which has been redeemed for the purchase of such products, food or services shall not be refundable. You may either to deal with the Collaboration Partners directly for the defect or unsatisfactory products, food or services if the circumstances are permissible or to contact Quin Reward customer service team to facilitate such complaints to the Collaboration Partners. You agree and acknowledge that Quin Reward merely facilitates and process your complaints and feedbacks to the Collaboration Partners and shall not be responsible for the solutions provided by the Collaboration Partners. Any refund request shall be subjected to the Quin Reward's Refund Policy and you agree that Free Voucher SHALL NOT be refundable or convertible into any form of cash.
- 5.18 In the event that you do not have sufficient amount of Free Voucher in your User Account, you agree and acknowledge that you shall not be able to enjoy the maximum discount entitlement when you purchase any products or service with the Collaboration Partners.
- 5.19 Any activities that involved in abusing the Free Voucher (and/or its system) or any activities and/or transactions that Quin Reward deemed fraudulent, illegal or in violation of this T&C, you agree and acknowledge that Quin Reward shall reserve all rights to take any legal actions against you, to forfeit your Free Voucher, suspend or terminate your user Account immediately, with or without notice. You shall not claim any loss or value whatsoever from Quin Reward in this regard.
- 5.20 Notwithstanding anything to the contrary, Quin Reward shall retain its full rights and control over the Free Voucher that the Users obtained including the rights mentioned under Clause 5.11 of this T&C. For the avoidance of doubt, in any event, including but not limited to the breach of terms and conditions by the Users, Quin Reward shall, at its sole and absolute discretion, forfeit any Free Voucher in the Users' Account without compensating any administrative fee incurred.

Special Redemption of Vouchers

- 5.20A This special redemption is only applicable to the Users who have any vouchers balance left in their RV Pocket and QV Pocket in their User's Account. This means that the Users may utilize the vouchers in their RV Pocket and QV Pocket as their partial redemption subject to the terms and conditions stipulated herein.
- 5.20B In order to enjoy and utilize this special redemption, you shall ensure that you have sufficient RV and QV available in your RV Pocket and QV Pocket respectively by cancelling the pending refund request under RV Wallet column and QV column in your User's Account. Upon you cancelling such refund request, the amount of RV and/or QV shall be reverted into your RV Pocket and QV Pocket respectively. For clarity, any RV and QV amount left in the RV Wallet and QV column shall not be able to be utilized and redeem under this special redemption until and unless you have requested for refund and subsequently cancel such refund. Upon the vouchers being reverted to your RV Pocket and/or QV Pocket respectively, you shall then enjoy and utilize the vouchers under this special redemption. Hence, you are advised to cancel your pending refund request under RV Wallet and/or QV column in order to enjoy and utilize this special redemption.
- 5.20C During the special redemption, sufficient RV and QV in your RV Pocket and QV Pocket is required in order for you to redeem with your available RV, QV and/or FV at the participating Collaboration Partners and the remaining balance of the redemption amount shall be completed by using HV available in your User's Account. For clarity, the discount entitlement shall depend on the advertising plan subscribed by the Collaboration Partner and the deduction of the discount entitlement shall automatically start with RV in your RV Pocket, follow by QV in your QV Pocket and lastly FV. The deduction of FV shall only start when you do not have any RV and QV amount left in RV Pocket and QV Pocket in your User's Account. For clarity, any amount available in the RV Pocket and QV Pocket shall be purely for redemption purpose only.

Purchase of Halo Voucher

- 5.21 During your purchase of Halo Voucher, the payment transaction shall be facilitated by Quin Reward using the preferred payment method designated in your Account, after which Quin Reward may issue a receipt to you by email or you may check your transaction details on the Websites and/or the App. There are several ways in which you can make a successful transaction, including without limitation, (i) through FPX transactions; (ii) through any e-wallets or (iii) via any other method which may be determined by Quin Reward from time to time. By selecting a particular payment indicates that you have agreed to the terms of service of the Company's processing partners (third-party processing agent) as well as your financial institution (i.e., the Bank). You agree that you shall bear all fees that may be charged by such processing partners and/or your financial institution (if any) for the payment method you have selected and that Quin Reward shall not be responsible or control whatsoever in the fees charged by them.
- 5.21A You agree and acknowledge that credit card payment for the purchase of Halo Voucher shall not be available during the Free Voucher promotional period. You are advised to use other payment method to purchase Halo Voucher during the Free Voucher promotional period.
- 5.22 The maximum amount of Halo Voucher that a User can purchase in a day shall subject to the limit imposed by Quin Reward at its sole discretion, which may vary from time to time subject to the Company's sole and absolute discretion.
- 5.23 You agree that Quin Reward may use a secondary payment method in your Account, if available. In the event that if your primary Account payment method is determined to be erroneous, expired, invalid or otherwise not able to be charged, Quin Reward may prompt you via a general notification in the App to inform you of the transaction error.
- 5.24 You may link your bank account to your Quin Reward User Account to allow Quin Reward to facilitate your payment transaction. However, you agree, undertake and warrant that Quin Reward shall not be responsible and liable for any of the activity in your bank account. Any loss, delay, failed transactions or any leaked of data (whether your personal or your bank account's information) shall be deemed as the responsibility of the bank's processing agent or any third-party processing agent and Quin Reward shall not bear any responsibility in such events.
- 5.25 You agree and acknowledge that during the purchase of any products, food or services from the Collaboration Partners, Quin Reward shall facilitate the redemption on behalf of the Collaboration Partners and such redemption shall be redeemed by Halo Voucher only unless otherwise as approved by Quin Reward.

Refund Policy

- 5.26 Subject to any policy(ies), mechanism(s) and/or announcement(s) made by the Company from time to time, the request for refund feature is only applicable and available for Premium Account and is subjected to the Subscription Plan participated by you, if applicable. Any request for refund of the Halo Voucher in your Account shall be subjected to the following terms and conditions as well as any policy(ies), mechanism(s) and/or announcement(s) made by the Company from time to time: -
- (i) The refund request is only applicable to the available Halo Voucher in your Account, excluding the Halo Voucher that is under the cooling-off period or fall under any policy(ies), mechanism(s) and/or announcement(s) made by the Company from time to time. For clarity, upon the purchase of Halo Voucher, four (4) days of cooling-off period or any period to be updated shall generally be applicable to the newly purchased Halo Voucher;
 - (ii) Generally, the refund request can only be submitted during weekdays (Mondays – Fridays). For the avoidance of doubt, the request for refund function will be made unavailable during Public Holidays and weekends (Saturdays/Sundays);

- (iii) The refund request is not available for one (1) day upon your check-in of daily reward or upon the utilization of gift function by you;
 - (iv) Subject to Clause 5.11 of this T&C, the refund request shall require at least fourteen (14) working days for Quin Reward to process, verify and remit into your Bank Account (the “**Refund Processing Period**”).
- 5.27 In furtherance to the Clause 5.26 of this T&C, the terms and conditions stipulated therein such as the cooling-off period and the Refund Processing Period shall be subjected to further review, changes and amendments by Quin Reward including but not limited to from time to time. Hence, you are advised to frequently check on the memo update(s), announcement(s) and this T&C released by Quin Reward on the Quin Reward Websites portal.
- 5.28 You agree and acknowledge on each refund request submitted by you, you shall be subjected to a transaction fee, daily refund limit and amount to be reserved in order to ensure that the Account is remained active (“**HV Reserved**”). Such transaction fee, daily refund limit and HV Reserved for redemption on each refund request may be subjected to changes and amendments from time to time by Quin Reward and the decision on charging such transaction fee and amendments shall be at Quin Reward’s absolute and sole discretion.
- 5.29 At the moment the refund request has been submitted, the amount of Halo Voucher entered for such refund request shall be deducted from the available balance of your Halo Voucher on the system. Any such amount deducted shall no longer be transferable to other Users and/or redeemed for any future purchase.
- 5.29A You agree and acknowledge that you may request for refund for the available RV and QV in your respective RV Wallet and QV column, subject to Clause 5.26 (iii) and (iv). In the event that you wish to cancel the RV Wallet and QV column refund request (if any), you may click on the “cancel” button and such pending refund request will be cancelled and reverted into your RV Pocket and QV Pocket respectively instead of RV Wallet and QV column.
- 5.30 You agree and acknowledge that high traffic of transactions may occur at times and may result in delays or longer process of your request for refund. Hence, you agree and acknowledge that you shall not send any spamming messages, emails or phone calls to Quin Reward customer service team. You further agree that Quin Reward shall not send any confirmation or notification to inform you on the remittance of your request and you shall be responsible to check your bank account on whether the remittance of your refund request has been made.
- 5.31 During your request for refund, you are required to provide your personal information and banking details (such as bank account, bank name, branch etc) to Quin Reward for the process of such request. Quin Reward shall process your request based on the information that you provided. You agree, undertake and warrant that you shall provide Quin Reward with the correct information and bank details to verify and process your request for refund. In the event that any misdirection occurred as a result of your misinformation, mistake and/or omission, you agree and acknowledge that Quin Reward shall not be responsible or liable in any way in this regard.
- 5.32 Quin Reward shall at its sole and absolute discretion and without prior notice to you, reject your request for Halo Voucher refund, for any reason whatsoever, including but not limited to:-
- (a) There is insufficient value for such refund request;
 - (b) Your Halo Voucher is still under the cooling-off period;
 - (c) You have claimed for the daily check-in reward;
 - (d) You have requested for refund for more than one (1) time per working day;
 - (e) You have performed gift function to other Users;
 - (f) Your Account has not been verified;
 - (g) The value of the Halo Voucher has been issued to you in error;
 - (h) Quin Reward reasonably believes that the Account or any transactions made by the Account may be suspicious, illegal or involved in any criminal activity such as where the Halo Voucher have been obtained through any abusive behaviour, dishonest or fraudulent means;

- (i) Quin Reward reasonably believes that you have committed a breach of the terms and conditions; and
 - (j) There is any policy(ies), mechanism(s), protocol(s) and/or announcement(s) imposed by the Company.
- 5.33 Notwithstanding anything to the contrary, Quin Reward shall, at its sole and absolute discretion, reject any refund request of Halo Voucher after the Halo Voucher purchase.

Adjustment/Refund for Halo Voucher Redeemed

- 5.34 Further, subject to the Clause 5.36 in this T&C and to the sole and absolute discretion of Quin Reward, you may be eligible to receive a full or partial refund for Halo Voucher that has been redeemed if:-
- (a) the Charges was erroneously charged, redeemed and/or debited from your Account or you have experienced a technical issue, like an eligible promotion not applying correctly; or
 - (b) the products, food or services that you purchased from the Collaboration Partner was defective, faulty, unsatisfactory or unfit for purpose; or
 - (c) there is fraud or any other crime involved.
- 5.35 Once a redemption/transaction is deemed as completed, any adjustment and/or refund request made for any reason (in addition to Clause 5.34) whatsoever for such transaction, including without limitation, double redemption, wrong amount, wrong recipient, change of mind, shall NOT be entertained unless with the exceptional approval given by Quin Reward. You agree and acknowledge that the decision on approving the adjustment/refund request and the amount of the adjustment/refund shall be at Quin Reward's absolute and sole discretion.
- 5.36 As mentioned in this T&C, in the event that you are entitled to a refund of Halo Voucher that has been redeemed, you agree that the refund of the Charges shall be in the form of Halo Voucher or any matter that the Company deems fit, proper and appropriate. For the avoidance of doubt, in the event that you have purchased any products, food or services with the redemption of both Halo Voucher and Free Voucher, at the point of your request of refund, you shall only be entitled for the refund of the amount of Halo Voucher that you have redeemed in purchasing of such products, food or services from the Collaboration Partners.
- 5.37 You may submit a request for a refund or lodge a general complaint about your experience on the App or Websites to Quin Reward's customer service team within 30 days after encountering an issue after the redemption is made. If we determined that you are eligible for such refund, you may expect refund(s) to be made to your User's Account within 3-5 business days after the investigation.
- 5.38 Quin Reward may thoroughly investigate each report or complaint lodged. Providing inaccurate information about your experience on the App or Websites or if you still request for further refund after receiving solutions given by the Collaboration Partners may result in your request being denied and/or your account being deactivated.

6 MINI GAMES, INTERACTIVE ACTIVITIES AND RULES

- 6.1 Quin Reward may, from time to time, offer mini games or contest (collectively, "**Games**") in the App or Websites to its Users to enhance Users' interaction and experience. Such Games may allow the Users to join and win prizes such as Free Voucher or other exclusive promotions or any other attractive prizes which shall be determined solely by Quin Reward or at its sole discretion ("**Prizes**"). In the event that Free Voucher is won, it shall automatically reflect in your existing Free Voucher. Nonetheless, the expiry date of your Free Voucher shall not be affected/renewed as a result of the Prizes won. For the avoidance of doubt, all participation(s) and/or interaction(s) in the Games shall be subjected to the independent terms and conditions of such Games and such independent terms and conditions shall prevail over this T&C.

- 6.2 The results of the Games are final and binding. Any letters, enquiries, appeal or protest shall not be entertained. You hereby agree that no action shall be taken against Quin Reward and/or its affiliates and you shall not make any oral or written complaints to the public in any form whatsoever during or after the Games.
- 6.3 Further, Quin Reward may, at its sole and absolute discretion, offer interactive activities (collectively “**Interactive Activities**”) in the App or Websites to encourage and enhance Users’ engagement such as daily check-in reward. Quin Reward shall have the right and sole discretion to reward its Users, including but not limited to giving reward (such as Free Voucher) to Users who managed to check-in for continuous days and picking random Users who participated in the Interactive Activities.
- 6.4 In furtherance to Clause 6.3 of this T&C, you agree and acknowledge that Quin Reward shall have the right and sole discretion to amend, revamp or change the rules of the Interactive Activities including but not limited to limit the refund request and the gift function upon your check-in on the daily check-in reward and change or set a limit for the daily check-in reward from time to time as well as to terminate the Interactive Activities anytime, with or without notice to you.

Undertakings, Representations and Warranties

- 6.5 You undertake, represent and warrant to us that you have: -
- (a) met all the eligibility criteria;
 - (b) have the right, authority and power to enter into this contest in accordance with this T&C;
 - (c) shall provide such proof as required;
 - (d) that all the statements (if any and if so required) made by you to us are true, accurate and complete; and
 - (e) where applicable, at all times and whether in the course of his/her performance in the Games or otherwise, the Player is not allowed to give any expression, demonstrate any support or associate himself/herself in any way, whether verbally or otherwise, with any cause, issue, movement or material which may be sensitive, anti-establishment, critical or anti Government or which may be offensive, cause disharmony or upset to any sector of the public or which may jeopardize or prejudice us in any way.
- 6.6 Quin Reward reserves rights to disqualify you and/or revoke the Prizes (at any stage of the Games) if:-
- (a) You are ineligible or do not meet any of the eligibility criteria;
 - (b) You breach the T&C or other rules and regulations of the Games; and
 - (c) In Quin Reward’s sole determination believe that you have attempted to undermine the operation of the Games by fraud, cheating, deception or conduct that deemed unacceptable to Quin Reward.
- 6.7 In the event of a disqualification after the Prizes has been awarded, Quin Reward reserves the right to demand the return of the prize or payment of its value from the ineligibility or disqualified Players. Whilst Quin Reward shall endeavour to conduct necessary verifications on the eligibility of Players, failure to disqualify any ineligible Players shall not be deemed a breach by Quin Reward.

Prizes

- 6.8 In the event that you failed to redeem the Prizes within a stipulated time which shall be determined by Quin Reward in each Games, the Prizes shall be deemed forfeited and be dealt accordingly in the absolute discretion by Quin Reward. You shall not then request or claim or be entitled to redeem any Prizes for cash or other alternatives.

- 6.9 You agree and acknowledge that Quin Reward shall not guarantee the availability of any non-cash Prizes and Quin Reward shall reserve the right to replace and/or substitute such Prize with any other Prize of similar value as determined by Quin Reward, its agents or sponsors, at its sole discretion.
- 6.10 All Prizes are strictly not transferable, assignable, exchangeable or redeemable by you in any other form or manner other than that specified by Quin Reward. All specific or special terms and conditions that are attached to the prize must be adhered to by you. You agree that you are responsible for any and all taxes payable as a result of a prize being awarded or received, if applicable.
- 6.11 The Prizes may be credited into your Account within 3 to 5 working days from the result announcement date. For non-Free Voucher Prizes, you shall be required to provide your personal and contact details, address so that Quin Reward may post the Prizes to you or Quin Reward may prescribe other mode of collection, where necessary. You agree and acknowledge that no responsibility shall be accepted by Quin Reward for the safe and effective postal delivery of the Prizes to you.

7 SUBSCRIPTION PLANS

- 7.1 For better experience of the Services, Quin Reward may collaborate with its affiliate platform to offer various Subscription Plans to the Users and the activation period of the Subscription Plans shall start from the date of your payment of the Subscription Fee. For the avoidance of doubt, upon the participation in the Subscription Plan, you may be entitled to some exclusive discounts or rebate benefits depending on the package you selected and paid for.
- 7.2 By signing up for a Subscription Plan, you agree that you shall be subjected to a further criteria, terms and conditions imposed by Quin Reward during the activation period. Unless otherwise specified, you agree that your Subscription service may be automatically renewed and, unless you cancel your subscription or until it expires, you shall authorize Quin Reward to charge your preferred payment method for the renewal term. The period of auto-renewal shall be the same as your initial Subscription period unless otherwise disclosed to you. The Subscription Fee shall be inclusive of applicable taxes where required by law. The Subscription Fee paid by you are final and non-refundable, unless otherwise determined by Quin Reward. Moreover, your Subscription Plan shall be non-transferrable and you shall not share your discounts or rebate benefits with other Users.
- 7.3 You agree that the Subscription Plans and/or the specific titles available through the Subscription services may be changed over time by Quin Reward WITHOUT notice (except as may be required by applicable law). Unless otherwise indicated, any price changes are effective as of the beginning of the next subscription period. If you do not agree to a subscription change, you may cancel your subscription per Clause 7.11 below.
- 7.4 In the event that you change your Subscription Plan, this could result in changing the day on which you are billed and the amount which you are billed for, and this change may also affect your other entitlement(s), if any, subject to further terms and conditions. In certain circumstances, Quin Reward may at its sole discretion, allow you to subscribe to a new Subscription Plan with a longer period, and in doing so allow you to change your existing Subscription Plan to another (with a longer Subscription period), you would be required to pay the difference in rates (on a pro rata basis) for the new Subscription Plan selected and would be billed as per the new Subscription Plan from the next billing / renewal cycle. The new Subscription will be effective from the date on which you select such plan and make appropriate payments as necessary.

- 7.5 In any event that the Subscription services that we offer are from third-parties (i.e., Quin Reward's affiliates or related Company), you agree that the subscription of services that you obtained from the third-parties shall be fully based on their terms and conditions which Quin Reward shall not have any control or responsibility whatsoever, in the event that third-parties wish to change or discontinue such features of their services or the content in their services. If you subscribed via a third-party, any change in Subscription Plans shall be through such third-party(ies). It is hereby clarified that Quin Reward shall not be liable for any refunds in case the Subscription Fees of your new Subscription Plan is less than your existing Subscription Plan.
- 7.6 All Subscription Fees are due immediately and payment will be facilitated by Quin Reward using the preferred payment method designated in your Account. You warrant that you are duly authorised to pay the Subscription Fee without infringement of any third-party rights. You are also responsible for ensuring that your payment method and information is updated and accurate. In the event that your primary Account payment method is determined to be erroneous, expired, invalid or otherwise not able to be charged, Quin Reward may prompt you via a general notification in the App to inform you of the transaction error. There are several ways in which you can make a successful transaction, including without limitation, (i) FPX Transactions; (ii) redemption through Quin Reward; and/or (iii) any other payment method available in your user account. You agree that Quin Reward may use a secondary payment method in your Account, if available. In any event that no payment for the Subscription Plan is received, Quin Reward shall have the sole discretion to cancel and/or terminate your Subscription Plan immediately and you will need to subscribe again.
- 7.7 Quin Reward reserves the absolute right to alter, extend and/or terminate the promotional offers, discounts and/or the Subscription Plan, as well as to amend the T&C at its sole discretion at any time without prior notice. You agree that the discount and rebate benefit in the Subscription Plans are product wholly-owned by Quin Reward and its affiliate companies to attract more users and to increase the engagement and interactions between the users and Quin Reward. Hence, the discount and rebate benefit in the Subscription Plans are provided on an "AS IS" and "AS AVAILABLE" basis by Quin Reward and its affiliate companies. Quin Reward and its affiliate companies may at any time, cease or stop the usage of Subscription Plan in your Account.
- 7.8 Quin Reward may from time to time provide certain Users with promotional offers and discounts via the Websites and/or the App that may result in different amounts of the Subscription Fee charged for the same or similar services or goods obtained through the use of the Services, and you agree that such promotional offers and discounts, unless also made available to you, shall have no bearing on your use of the Services or the Subscription Fee applied to you.
- 7.9 To the fullest extent permitted by law, Quin Reward shall not be liable for any claim, loss and/or damage whatsoever incurred by you arising from your voluntary participation to the Subscription Plan. For the avoidance of doubt, Quin Reward shall not be liable in any way for erroneous billing statements or incorrect charges, and that in the event of a billing error that is caused by Quin Reward, our only responsibility is to correct such billing error within a reasonable time of us receiving notice of the error.
- 7.10 By opting into the Subscription Plan, you hereby acknowledge and agree to be bound by this T&C. In the event of any discrepancy or inconsistency between the terms and policies of any particular Subscription Plan, this T&C shall prevail, govern and control.
- 7.11 In the event that you have breached or violated any terms in this T&C, Quin Reward shall reserve all rights to terminate and/or suspend your Account and shall not be responsible to refund and/or compensate you for the termination and/or suspension of your user Account.

Cancellation

- 7.12 You may cancel the Subscription at any point of time. Thus, the Subscription in your Account will be automatically ended at the end of your current billing period. In the event that the cancellation of the Subscription was made in the middle of the billing period, all Subscription Fee paid for such period shall not be refundable to you. All benefits, entitlements and discounts attached to the Subscription Plan shall cease upon the request of cancellation made. You may be requested to provide your reason(s) for cancelling and unsubscribing the plans for Quin Reward's improvement of service and such reason(s) shall be recorded in our system.

7A ADDITIONAL PROMOTIONAL CAMPAIGN

- 7A.1 Quin Reward may, in the course of its business, provide additional promotional campaign to its Users to purchase and enjoy additional Free Voucher benefit. Notwithstanding, the additional promotional campaign launched by Quin Reward will be subjected to further terms and conditions.
- 7A.2 Any voucher purchased under the additional promotional campaign shall not be refundable and transferable to other Users. Quin Reward shall reserve the right to change, alter, amend the terms and conditions of such promotional campaign as well as to remove the whole promotional campaign with or without notice to you.
- 7A.3 You agree that "First in First Out" basis will be applied to your Account for the usage of voucher purchased. For the avoidance of doubt, any redemption of Halo Voucher shall start from the earliest/oldest Halo Voucher available in your Account in the event that you have balance of Halo Voucher in your Account prior to the purchase of voucher during promotional campaign.

8 LIMITATION OF LIABILITY

- 8.1 To the maximum extent permitted by applicable law, in no event shall Quin Reward be liable whether in contract, warranty, tort, product liability, strict liability, any loss of profit, loss of revenue, or other cause of action at law, in equity, by statute or otherwise;
- 8.2 You agree that any of your claims against Quin Reward shall in any event be limited to the aggregate amount of all amounts actually paid by and/or due from you in utilising the Service during the event giving rise to such claims. In no event shall Quin Reward be liable to you or anyone for any direct, indirect, punitive, economic, future special, exemplary, incidental, consequential or other damages or losses of any type or kind (including personal injury, emotional distress and loss of data, goods, revenue, profits, use or other economic advantage).
- 8.3 You agree that Quin Reward shall not be in any role in managing the transaction or relationship between you and other Users, or the advertiser, or sponsor whose advertising appears on the Websites or App or is referred to by the service, application and/or the software.
- 8.4 You agree that Quin Reward and/or its licensors shall not be liable for any loss, damage or injury which may be incurred by or caused to you or to any person, including but not limited to loss, damage or injury arising out of, or in any way connected with the Service, App and/or the Websites, including but not limited to the use or inability to use the Service, App and /or the Websites, any reliance placed by you on the completeness, accuracy or existence of any of the materials contained in the Contents and/or any of the advertisers.

- 8.5 You agree that the products, food or services provided by the Collaboration Partners shall be entirely of the responsibility of the Collaboration Partners. Thus, you agree that such products, food or service may be defective, faulty, unsatisfactory or unfit for purpose which may directly or indirectly cause any harm including but not limited to personal injury, health issue, harm, emotional distress and loss of data, goods, revenue. Caveat Emptor basis shall apply and you agree that Quin Reward shall be released and waived from any acts, omissions, negligence and illegal acts by the Collaboration Partners.
- 8.6 You expressly waive and release Quin Reward from any and all liability, claims, causes of action, or damages arising from your use of the Service and/or App, or in any way related to the leakage of your personal or banking information by third-party processing agents. Hence, you shall use the Services at your own risk.
- 8.7 You agree that Quin Reward shall not be a party to disputes, negotiations of disputes between you and any other third-parties. Any solutions for the disputes between you and the Collaboration Partners or any other third-parties in relation to the Services shall not deemed to be endorsed by Quin Reward.
- 8.8 Quin Reward shall be released and waived from any acts, omissions, negligence and illegal acts which is committed by you.
- 8.9 Quin Reward shall not be responsible for any loss, liability or damages arising from the Games participation and any technical issues, including but not limited to server issues and/or poor internet connection, leading to not being able to participate in the Games. You hereby forever waive, release and discharge Quin Reward, its agencies, sponsors and representatives from and against, any and all liabilities, costs, loss, damages or expenses which you or any party claiming through which you hereafter may have arising out of the participation in the Games whether directly or indirectly, consequential or foreseeable.

9 INDEMNITY

- 9.1 You agree to indemnify and keep Quin Reward fully and effectively indemnified from and against all claims, damages, expenses, costs and liabilities (including legal fees) relating to or arising from your use of our Services whether through our Websites or App offered by us or arising from any breach or suspected breach of these T&C by you or your violation of any law or third-party rights.

10. PERSONAL DATA PROTECTION AND CONFIDENTIALITY

- 10.1 You agree and consent to Quin Reward, its subsidiaries and any of its affiliate companies using and processing your Personal Data for the purposes and in the manner as set out in our Privacy Policy.
- 10.2 For the purposes of this T&C, "**Personal Data**" means information about you, from which you (or any individual) are identifiable, including but not limited to your name, identification card number, birth certificate number, passport number, nationality, address, telephone number, credit or debit card or bank account details, race, gender, date of birth, email address and any information about you which you have provided to Quin Reward in registration forms or any other similar forms and/or any information about you that has been or may be collected, stored, used and processed by Quin Reward from time to time and includes sensitive personal data such as data relating to health, religious or other similar beliefs.
- 10.3 The provision of your Personal Data is voluntary. However, if you do not provide your Personal Data, Quin Reward may not be able to process your Personal Data for the purposes outlined in the Privacy Policy and you may not be able to access the Service.

- 10.4 As the Quin Reward's information technology storage facilities and servers may be located in other jurisdictions, your Personal Data may be transferred to, stored, used and processed in a jurisdiction other than Malaysia.
- 10.5 You acknowledge that Quin Reward may disclose Personal Data of other individuals to you in the course of your use of Quin Reward's Services. You represent and warrant that you shall only use such Personal Data for the purpose for which it was disclosed to you by Quin Reward, and not for any other unauthorized purposes.

11. MISCELLANEOUS

Suspension and Termination

- 11.1 You agree that Quin Reward may do any of the following, at any time, without notice: (i) to modify, suspend or terminate operation of or access to the App, or any portion of the App (including access to your Account and/or the availability of any Contents or Services), for any reason; (ii) to modify or change any applicable policies or terms; and (iii) to interrupt the operation of the App or any portion of the App (including access to your Account and/or the availability of any Contents or Services), as necessary to perform routine or non-routine maintenance, error correction, or other changes. Quin Reward shall not be required to compensate you for any suspension or termination.
- 11.2 In the event that you decide to cancel or cease the usage of the Account for whatever reasons at any point of time, you shall write in to notify Quin Reward in writing and Quin Reward shall proceed to manage the account, at its sole discretion.
- 11.3 Upon your cessation to be the User of Quin Reward, the balance of your Halo Voucher shall not be refunded whereas the balance of your Free Voucher shall be automatically nullified and forfeited. The value of the Free Voucher shall not be permitted for accumulation or carry over even if you subsequently reinstate your membership.
- 11.4 Failure to comply with any of the provisions of this T&C by you, inter alia, Clauses 4.6 and 4.7 herein, shall be deemed as material breach of this T&C and Quin Reward shall reserve the absolute rights, including but not limited to, claim compensation against you and/or suspend or terminate your account immediately. In such occurrences, Quin Reward shall not be responsible to refund and/or compensate you for the termination and/or suspension of your user Account.

Notice

- 11.5 Quin Reward may give notice by way of a general notice on the App, Websites or to your email address, and/or by written communication sent to your address as provided in the Application Form. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting.
- 11.6 You may give notice to Quin Reward by written communication to Quin Reward's address at No. 11, Jalan Ahmad Nor, Pusat Perdagangan Nova, 11600 Jelutong, Penang .

Taxes

- 11.7 You agree that this T&C is subject to all prevailing statutory taxes, duties, fees, charges and/or costs, however denominated, as may be applicable from time to time. You shall comply with all applicable laws and take all steps required to enable, assist and/or defend Quin Reward to claim or verify any input tax credit, set off, rebate or refund in respect of any taxes paid or payable in connection with the Service.
- 11.8 Where applicable, you are accountable for paying any tax and statutory contributions due in respect of sums payable to you under or in connection with this T&C.

Confidentiality

- 11.9 You shall maintain in confidence all information and data relating to Quin Reward, its Services, contents, products, business affairs, marketing and promotion plans or other operations and its associated companies which are disclosed to you by or on behalf of Quin Reward (whether orally or in writing and whether before, on or after the date of this T&C) or which are otherwise directly or indirectly acquired by you from Quin Reward, or any of its affiliate companies, or created in the course of this T&C. You shall further ensure that you only use such confidential information in order to use the Service, and shall not without Quin Reward's prior written consent, disclose such information to any third-party nor use it for any other purpose.
- 11.10 The above obligations of confidentiality shall not apply to the extent that you can show that the relevant information:-
- a) was at the time of receipt already in your possession;
 - b) is, or becomes in the future, public knowledge through no fault or omission on your part;
 - c) was received from a third-party having the right to disclose it; or
 - d) is required to be disclosed by law.
- 11.11 The above obligations of confidentiality shall apply even after you have ceased using the Service.

Intellectual Property

- 11.12 Quin Reward and its licensors, where applicable, shall own all right, title and interest, including all related intellectual property rights, in and to the Websites or App and by extension, the Service and any contents, suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Service. The T&C do not constitute a sale agreement and do not convey to you any rights of ownership in or related to the Service, the Websites and/or the App, or any intellectual property rights owned by Quin Reward and/or its licensors. Quin Reward's name, logo, the Service, the Websites and/or the App and the third-party service providers' logos and the product names associated with the Websites and/or the App are trademarks of Quin Reward or third-parties, and no right or license is granted to use them. For the avoidance of doubt, the term of the Websites and the App herein shall include its respective components, processes and design in its entirety.

Relationship

- 11.13 Nothing contained in these T&C shall be construed as creating any agency, partnership, or other form of joint enterprise with Quin Reward.

General

- 11.14 This T&C shall be governed by the laws of Malaysia. Any disputes, actions, claims or causes of action arising out of or in connection with this T&C shall be subjected to arbitration.
- 11.15 You shall not assign, transfer or delegate this T&C and your rights and obligations hereunder without Quin Reward's prior written consent. Quin Reward may without restriction assign, transfer or delegate this T&C and any rights and obligations hereunder, at its sole discretion, with the provision of 30 days prior notice.
- 11.16 A person who is not a party to this T&C shall not have any rights under this provision to enforce any term of this T&C.
- 11.17 No joint venture, partnership, employment, or agency relationship exists between you, Quin Reward or any third-party provider as a result of the T&C or use of the Service.

Severance

- 11.18 If any terms under these T&C is held to be illegal, invalid or unenforceable, in whole or in part, under any enactment or rule of law, the term or part of it shall, to that extent, be deemed not to form part of these T&C but the legality, validity or enforceability of the remainder of these T&C shall not be affected.

Force Majeure

- 11.19 No Party shall be liable to the other for any delay or non-performance of its obligations under this T&C arising as a direct result of a Force Majeure Event including but not limited to any strike, pandemics, lockdown or other industrial actions or Acts of God such as fire, floods and any other unforeseen event beyond the control of the Parties.
- 11.20 Without prejudice to any other obligation herein, when notice of a Force Majeure Event is given, the Parties shall initiate discussions in good faith with a view to adopting appropriate measures in light of the circumstances.
- 11.21 Where a Force Majeure Event, lasts for more than thirty (30) business days then the non-impacted party may terminate this T&C by providing the other party written notice.
- 11.22 Each Party shall bear its own costs and expenses that it incurs as a result of the Force Majeure Event.

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