

Pre-Paid Card

Terms & Conditions

1. Definitions

1.1 The following terms are defined as follows:

" Pre-Paid Card"	Pre-Paid stored value facility issued by Golden Limelight Sdn Bhd for payment of products in Malaysia only
"Top-Up Station"	Points manned by authorised staff responsible for top-up of Pre-Paid Cards and provision of other services as may from time to time be determined by Golden Limelight Sdn Bhd at its sole discretion
"Service Charge"	A non-refundable Service Charge is paid by the User for the issuance of a Pre-Paid Card in such amount as may from time to time be determined by Golden Limelight Sdn Bhd
"Outlet"	Place of business owned and / or leased and operated by Golden Limelight Sdn Bhd, its respective employees, officers, tenants, agents and / or any party from time to time appointed by Golden Limelight Sdn Bhd to operate business at any of Golden Limelight Sdn Bhd's registered place of business and equipped with the Pre-Paid Card Payment System
"Payment System"	The computerised system operated by Golden Limelight Sdn Bhd whereby, inter alia, payment for or transaction of Golden Limelight Sdn Bhd products may be effected by the User using the Pre-Paid Cards
"Products"	Food, drinks, foodstuff, edible products or any other products from time to time made available at the Outlets.
"Stored Value"	The monetary value paid for and the bonus value received, stored in a Pre-Paid Card or the residual value remaining therein from time to time, which may be used by the User for the payment for or transaction of Pre-Paid Card Services. For avoidance of doubt, Stored Value comprises the Pre-Paid Value (PV) and Bonus Value (BV)
"User"	Any person using a Pre-Paid Card to effect transactions for products at any Outlet (excluding persons who are appointed or authorised to sell the Pre-Paid Cards, effect top-ups, or replace the Pre-Paid Cards)

1.2 Words importing the singular include the plural and vice versa and, words importing a gender include every gender. References herein to Clauses shall mean the clauses of these Terms and Conditions.

2. Relationship

2.1 Pre-Paid Card is issued by Golden Limelight Sdn Bhd and its Terms and Conditions shall bind every User.

2.2 Golden Limelight Sdn Bhd shall only be liable to the User in respect of the Stored Value in the Pre-Paid Card without any interest accruing.

3. Issuance and Validity of the Pre-Paid Card

- 3.1 Pre-Paid Card is issued subject to the payment of the Service Charge and such other fees or charges, if any, as may be imposed from time to time by Golden Limelight Sdn Bhd and to these Terms and Conditions.
- 3.2 The purchase of the Pre-Paid Card or subsequent use thereof by the User shall be deemed to be acceptance by the User of these Terms and Conditions.
- 3.3 Golden Limelight Sdn Bhd may at their sole discretion from time to time vary the Validity Period for the Pre-Paid Card.

4. Pre-Paid Card Transactions and Stored Value

- 4.1 Pre-Paid Cards are available for sale and top up value in denominations of RM50 ("Top-Up Value").
- 4.2 Golden Limelight Sdn Bhd may at their sole discretion from time to time vary the Top-Up Value for the Pre-Paid Card.
- 4.3 Each Pre-Paid Card can be topped-up to a maximum value of RM999.99 only.
- 4.4 The Pre-Paid Card shall be used as a means of payment or transaction of products at the Outlets. During such payment or transaction, the Stored Value in the Pre-Paid Card shall be reduced by the payment or transaction amount. The Stored Value shall also be reduced by deductions made hereunder.
- 4.5 Payment can be made either by using the Pre-Paid Card or in cash or any other payment modes accepted in the Outlet, but not a combination of both, for any single purchase transaction ("**no partial payment**").
- 4.6 All Pre-Paid Cards can be topped up at any Top-up Station and/or Pre-Paid Card Kiosk.
- 4.7 Topping up a Pre-Paid Card automatically extend and/or renew the expiry of the Stored value for a period of 1 year (365 calendar days) from the date of Top-Up, or any other period as specified for the Top-Up option ("validity period").
- 4.8 Any Stored Value in Pre-Paid Card after the validity period shall be deemed as "expired", and cannot be used in any Outlets. **NO** refund for expired Stored Value will be entertained by Golden Limelight Sdn Bhd.
- 4.9 Notwithstanding the aforesaid, Golden Limelight Sdn Bhd may reject the use of the Pre-Paid Card for effecting payment if:
 - 4.9.1 the Pre-Paid Card is reasonably suspected to have been fraudulently issued, stolen or tampered with;
 - 4.9.2 the Stored Value of the Pre-Paid Card is insufficient or has expired;
 - 4.9.3 there is any breakdown in the Pre-Paid Card Payment System or part thereof which disables Golden Limelight Sdn Bhd from accepting or processing the Pre-Paid Card as a means of effecting payment or transaction.

- 4.10 Golden Limelight Sdn Bhd shall not be liable for any loss suffered, if any, by the User as a result thereof unless such loss is the direct consequence of the negligent or wilful default of any of Golden Limelight Sdn Bhd employees, in which event, the maximum liability of Golden Limelight Sdn Bhd, shall not exceed the aggregate sum of RM100 in respect of any one event or connected events regardless of the number of occurrences.
- 4.11 Golden Limelight Sdn Bhd shall from time to time introduce promotions, discounts and membership offers to the User, all of which will be at its sole discretion.

5. Care and Use of the Pre-Paid Card; Loss or Theft of the Pre-Paid Card

- 5.1 The User shall:
- 5.1.1 exercise all due care and diligence in the custody, care and use of the Pre-Paid Card;
 - 5.1.2 not tamper or allow anyone to tamper with the Pre-Paid Card;
 - 5.1.3 not permit the Pre-Paid Card to be used in any unauthorised manner;
 - 5.1.4 not intentionally deface or damage the Pre-Paid Card;
 - 5.1.5 not affix, print or attach anything or matter onto the Pre-Paid Card or otherwise alter, remove or replace any notice, logo or design on the Pre-Paid Card;
 - 5.1.6 not use or attempt to use the Pre-Paid Card through any electronic terminal that is malfunctioning or has broken down.
- 5.2 Any attempt to affix, print or attach anything or matter onto the Pre-Paid Card or otherwise alter, remove or replace any notice, logo or design on the Pre-Paid Card will result in damages that Golden Limelight Sdn Bhd may seek against the User.
- 5.3 If the Pre-Paid Card is wilfully damaged, lost or stolen or if the User is in breach of Clause 5.1 hereof, the User shall not be entitled to any refund whatsoever but Golden Limelight Sdn Bhd shall be entitled to deduct the Stored Value for transactions effected through the damaged, lost or stolen Pre-Paid Card.

6. Damaged Pre-Paid Cards

- 6.1 If, in the sole opinion of Golden Limelight Sdn Bhd, the User's Pre-Paid Card is damaged or becomes defective on account of normal wear and tear or otherwise through no fault of the User, the User shall be entitled to transfer the existing Stored Value to a new replacement card for a Service Charge as determined by Golden Limelight Sdn Bhd.
- 6.2 Subject to paragraph 6.1, Golden Limelight Sdn Bhd reserves the right to deal with and to take such course of action as it may think appropriate with respect to damaged Pre-Paid Cards including but not limited to replacement of damaged Pre-Paid Cards. Such decision shall be final and binding on the User.

7. Return and Retention of the Pre-Paid Card

- 7.1 Pre-Paid Card remains the property of Golden Limelight Sdn Bhd and shall be promptly returned to Golden Limelight Sdn Bhd or any Outlet upon request by Golden Limelight Sdn Bhd.

7.2 Golden Limelight Sdn Bhd shall be entitled without assigning any reason therefore to retain at any Outlet any Pre-Paid Card which is reasonably suspected to have been fraudulently issued, stolen or tampered with.

8. Refunds

8.1 There shall be **NO** refund for any Stored Value in any Pre-Paid Cards. Stored Value in any Pre-Paid Cards that have expired **CANNOT** be used in any Outlets.

9. Determination of Value

9.1 For the purpose of determining the Stored Value of the Pre-Paid Card, Golden Limelight Sdn Bhd's Server records shall be deemed conclusive and binding against the User.

10. Disclaimers and Exemptions

10.1 Notwithstanding anything to the contrary contained herein, Golden Limelight Sdn Bhd, its respective officers, employees, contractors and / or agents shall not be liable in any way to the User for any losses (including any indirect, special or consequential losses), damages, expenses, claims, liabilities and costs (including cost on a solicitor and client basis) that the User may incur or suffer in connection with or arising from:

- 10.1.1 the issue or use of the Pre-Paid Card;
- 10.1.2 any delay, suspension, discontinuance or failure in the issuance of the Pre-Paid Card;
- 10.1.3 any period when the processing of the use of the Pre-Paid Card for payment is unavailable due to any disruption, defect, damage, breakdown in or failure (collectively "malfunction") of the Pre-Paid Card, the Payment System (including any data processing system, the network system or its associated equipment) whether or not due to anything beyond the control of any party or of their respective officers, employees, contractors or agents;
- 10.1.4 any delay or any inability to use the Pre-Paid Card for any reason whatsoever, including the unavailability due to the malfunction of Pre-Paid Card Payment System or damage to or defect in the Pre-Paid Card;
- 10.1.5 the Pre-Paid Card being rejected by any Top-Up Station and/or Pre-Paid Card Kiosk for whatever reason;
- 10.1.6 any inability to retrieve any data or information on the Pre-Paid Card; and / or
- 10.1.7 any delay or inability to perform any of its obligations due directly or indirectly to the malfunction of any machine or communication system, industrial dispute, war, Act of God, or anything outside the control of any party or of their respective officers, employees, contractors or agents;

provided that the same is not caused by the gross negligence or wilful default of Golden Limelight Sdn Bhd or any of its respective officers.

10.2 Notwithstanding anything to the contrary contained herein, the maximum liability of Golden Limelight Sdn Bhd to the User under these Terms and Conditions and at law shall not exceed in aggregate the sum of RM100 per Pre-Paid Card or the Stored Value of the User's Pre-Paid Card as at the date the User's claim arises, whichever is the lesser.

11. Indemnity

11.1 The User shall indemnify and hold harmless Golden Limelight Sdn Bhd in respect of any and all damages, losses, costs (including costs on a full indemnity basis) and expenses suffered or incurred by Golden Limelight Sdn Bhd or any third party by reason of any breach or non-compliance by the User of these Terms and Conditions or by Golden Limelight Sdn Bhd enforcing any of these Terms and Conditions or preventing any breach thereof.

12. Variation

12.1 In using the Pre-Paid Card, the User is deemed to have consented to Golden Limelight Sdn Bhd's Terms and Conditions and any variations that Golden Limelight Sdn Bhd may from time to time implement.

12.2 Golden Limelight Sdn Bhd reserves the right to add to, delete from, vary or otherwise amend all or any of these Terms and Conditions at any time by publication thereof on website and/or at appropriate locations at the Outlets, Top-Up Stations and/or Pre-Paid Card Kiosk and/or such other premises as may be determined by Golden Limelight Sdn Bhd. The User's continued use of the Pre-Paid Card after the date of such notification shall be deemed to be the User's acceptance of such revised Terms and Conditions.

13. Governing Law

13.1 These Terms and Conditions shall be governed by and construed in accordance with the laws of Malaysia. Each of the parties mentioned herein hereby irrevocably and unconditionally submits to the non-exclusive jurisdiction of the Courts of Malaysia for all purposes in relation to these Terms and Conditions.

13.2 These Terms and Conditions may be translated into other languages but in the event of any inconsistency or uncertainty arising there from, the English version shall prevail over any other version.

14. Contracts (Rights of Third Parties) Act (CAP.53B)

14.1 A Person who is not a party to these Terms and Conditions has no right to enforce any term of these Terms and Conditions.

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