



## AIRASIA BIG LOYALTY PROGRAMME

### TERMS AND CONDITIONS

#### Membership Agreement

This document is the contract between you, the AirAsia BIG Member and Think Big Digital Sdn Bhd, the operator of the AirAsia BIG Loyalty Programme, and contains the terms and conditions governing the use of the AirAsia BIG Membership under the AirAsia BIG Loyalty Programme which is binding on you.

These terms & conditions shall be applicable and binding on all types of AirAsia BIG Loyalty Programmes, including any co-branding arrangements with our respective partners.

The AirAsia BIG Loyalty Programme is owned and operated by Think BIG Digital Sdn Bhd ("BIG"). The AirAsia BIG Loyalty Programme is a loyalty and/or rewards programme whereby all Air Asia BIG Members are issued with an AirAsia BIG Member ID which can be used to earn AirAsia BIG Points under the AirAsia BIG Loyalty Programme, subject to the terms and conditions of this Agreement.

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#### Definitions

To simplify this Agreement for you, the following definitions will apply:

"Account" or "AirAsia BIG Account" – your online loyalty account containing details of your AirAsia BIG Points earnings and redemption transactions and any other related transaction with respect to the Air Asia BIG Loyalty Programme

"AirAsia" – a major shareholder of BIG and BIG's affiliate and merchant partner under the Air Asia BIG Loyalty Programme

"AirAsia Website" – www.airasia.com hosted by AirAsia

"BIG", "BIG Company", "TBD", "Think BIG", "we", "us", "our" - Think Big Digital Sdn Bhd, owner and operator of the AirAsia BIG Loyalty Programme or anyone who has been assigned such rights by BIG

"AirAsia BIG Points", "BIG Reward Points", "BIGGIES", "Loyalty Points" or "Points" – loyalty and/or reward points that you earn when you use your AirAsia BIG Member ID under your AirAsia BIG Membership at any merchant that has been signed up by BIG under the AirAsia BIG Loyalty Programme, or for other initiatives or under any other programme devised and/or managed by BIG from time to time

"AirAsia BIG Loyalty Programme", "Loyalty Programme" or "Rewards Programme" – the loyalty and rewards programme owned, operated and administered by BIG

"AirAsia BIG Membership" or "Membership" – the loyalty membership that you obtain when you join the AirAsia BIG Loyalty Programme

"AirAsia BIG Redemption" or "Redemption" – the rewards and redemption programme by which AirAsia BIG Members can redeem AirAsia BIG Points

"AirAsia BIG Member ID" or "BIG Member ID" or – the identification number assigned to you by BIG under the AirAsia BIG Loyalty Programme

"Eligible Family Member" – spouse, parents, siblings, children, grandparents, grand children, in-laws, step parents and step children.

"GST" – Goods and Services Tax

"Member" or "AirAsia BIG Member" – an individual who has personally registered up for the AirAsia BIG Membership and been issued an AirAsia BIG Member ID under the AirAsia BIG Loyalty Programme

"Merchant" – a retailer, partner or any other person, firm or corporation that has been signed up by BIG under the AirAsia BIG Loyalty Programme for issuance and earning of AirAsia BIG Points by AirAsia BIG Members

"Transactions" – all loyalty and point collection transactions effected through the use of the AirAsia BIG Member ID under the AirAsia BIG Membership

"www.airasiabig.com", "Website", "BIG Portal" "Portal" or "the Site" – the AirAsia BIG Loyalty Programme online portal and website



"You", "your" or "yours" – you, being the person registering for the AirAsia BIG Membership to become an AirAsia BIG Member under the AirAsia BIG Loyalty Programme

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## **Introduction**

By registering under the AirAsia BIG Loyalty Programme, you warrant and represent that:

All the personal information provided by you to us is true, correct and complete; you acknowledge and agree that in order for us to provide the services and privileges under the AirAsia BIG Loyalty Programme, to manage your Account, and to enable you to participate in the AirAsia BIG Loyalty Programme, the sharing, transfer, retrieval, updating and processing of your personal information and data as well as creation of member profile and user accounts may occur between BIG, AirAsia, and each of their respective group companies, related corporations, affiliates, subsidiaries, associates, and BIG's, licensees, vendors, service providers, merchants, strategic partners, any third party contractors, within and beyond Malaysia (as further stated in BIG's Privacy Policy), and that you have read, understood and consented to the processing of your personal information for the purposes of the same and accept all the terms and conditions contained in this Agreement and in connection with your Membership under the AirAsia BIG Loyalty Programme, and they are binding on you.

## **Application**

Membership under the AirAsia BIG Loyalty Programme is open to all individuals globally. You can register for AirAsia BIG Membership online at the Website or via any other means/channels as determined by BIG from time to time. We reserve the right to charge a membership fee at our sole discretion.

During the application process, you will be required to verify your email address. If you do not verify your email address within seventy-two (72) hours from the time you commenced the application process, then your application for the Membership will be incomplete and we will not be able to process or approve your application. If you still wish to apply for the Membership, you will then have to make a fresh and new application at the Website.

Each Member is only entitled to have one (1) Account. Members are not allowed to have multiple Accounts and enrolment of several persons in a single Account is also not allowed.

Whilst the registration for the Membership under the AirAsia BIG Loyalty Programme is open to all customers, we reserve the right to reject ANY application and/or to decline any application for the Membership at our sole and absolute discretion without assigning any reasons whatsoever, and our decision shall be final and conclusive.

## **Validity**

The AirAsia BIG Membership is a lifetime membership programme.

## **Use of AirAsia BIG Membership and AirAsia BIG Member ID**

Once you receive your AirAsia BIG Member ID, you may use it to earn AirAsia BIG Points at any Merchant that has been signed up by BIG under the AirAsia BIG Loyalty Programme for points issuance. The Membership and AirAsia BIG Member ID is non-transferable and shall only be used by you as the Member.

You should frequently review your Account to check and verify your current AirAsia BIG Points balance.

By subscribing for the Membership, you agree and undertake:- (a) not to use the AirAsia BIG Member ID for any unlawful and/or fraudulent activities ; (b) not to engage in misconduct or breach any rules governing the AirAsia BIG Loyalty Programme, including, but not limited to the fraudulent acquisition or earning of BIG Points or sale/redemption or abuse of BIG Points or acquisition, sale/redemption or abuse of any benefits; and (c) to only use the AirAsia BIG Member ID in accordance with the terms and conditions of this Agreement. If we find that your AirAsia BIG Member ID has been used for unauthorized commercial activities with a view to profit, unlawful or fraudulent activity or purposes which are unacceptable to us, we shall be entitled to suspend, block and/or terminate your Membership (including forfeiture of accumulated AirAsia BIG Points and blocking of your AirAsia BIG Member ID under the AirAsia BIG Loyalty Programme) immediately without prior notice to you.

## **AirAsia BIG Member**

The Member is the individual who personally registers for Membership under the AirAsia BIG Loyalty Programme and has been issued with a AirAsia BIG Member ID. As a Member, you will be able to earn AirAsia BIG Points at all designated Merchants who have been signed up by BIG under the AirAsia BIG Loyalty Programme for points issuance, and also to access and view your AirAsia BIG Points balance and transaction history online at the Website.



If the applicant for the Membership is below 18 years old, the parent and/or guardian of the minor needs to complete the application form for Membership for and on behalf of the minor and the parent's and/or guardian's information has to be updated in the Website. Upon the minor turning 18 years of age, he/she is deemed to have accepted all the terms and conditions for the Membership.

#### **Services and/or Products**

We may from time to time introduce new services, offers or programmes in relation to your Membership under the AirAsia BIG Loyalty Programme that offer promotional items or other special terms as we may apply from time to time to a category of transactions. We will tell you of the terms and conditions of such services, offers or programmes at the time of the introduction of the services, offers or programmes (if any). The terms and conditions of such services, offers and programmes are binding on you as if the same are contained here. More than one service(s), offer or programme may apply to your Membership under the AirAsia BIG Loyalty Programme at the same time. We are entitled to introduce and terminate any such service, offer or programmes from time to time at our absolute discretion.

#### **AirAsia BIG Points**

You can use your AirAsia BIG Member ID under your Membership to earn and collect AirAsia BIG Points at any Merchants registered under BIG or under any other initiatives or under any other programmes devised, introduced, offered and or managed by BIG from time to time.

Any retrospective claim by a Member is strictly subject to the terms and conditions contained herein and Merchant's terms and conditions. The final discretion to award AirAsia BIG Points on any retrospective claim rest solely with BIG.

Without prejudice to the above, we shall not be responsible for the refusal of any Merchant to honor or accept your AirAsia BIG Member ID.

The AirAsia BIG Points earn structure varies by each Merchant. The full list of merchants and AirAsia BIG Points earn structure is available on the Website.

Please take note that for Air Asia flights, you may earn Air Asia BIG Points on certain flights only subject to Air Asia's terms and conditions.

The AirAsia BIG Points earn structure may be subject to change from time to time as determined by BIG. BIG reserves the right to add, remove, substitute or change Merchants and the AirAsia BIG Points issuance, conversion or redemption structure from time to time at our sole and absolute discretion.

AirAsia BIG Points earned will be posted to your Account based on the respective Merchant's own terms and conditions (and the Merchant's stipulated time frame stated in their terms and conditions). This means that the number of days as to when the AirAsia BIG Points will be credited and reflected in your Account, will depend on the respective Merchant that you have earned points at. Hence, for avoidance of doubt, the time period for AirAsia BIG Points to be credited and reflected in your Account varies from Merchant to Merchant and will depend on the respective Merchant themselves. Accordingly, BIG assumes no control, responsibility or liability as to the time period or the award and crediting of AirAsia BIG Points from the respective merchants to the Members.

Adjustments will be made to the AirAsia BIG Points accrued in the Member's Account if there are any credit(s) or debit(s) posted to the Member's Account, including those arising from returned goods or service fees from billing disputes. Any disputed transactions/billings will not be credited with AirAsia BIG Points. BIG reserves the right to change, at any time without prior notice, the number of AirAsia BIG Points and where applicable, the number of AirAsia BIG Points plus Ringgit value that are required to be redeemed for any of the items provided under the AirAsia BIG Redemption programme

You acknowledge that BIG assumes no contractual or legal responsibility to you and has specifically limited its legal obligations in its arrangements with the respective suppliers, Merchants and partners under the AirAsia BIG Loyalty Programme. The accumulation of AirAsia BIG Points does not entitle a Member to any vested rights. In earning and accumulating AirAsia BIG Points, Members understand that they may not rely on the continued availability of any award, premium, or other benefit. BIG will not be responsible for any delay in the posting of the transactions and/or the accrual of the AirAsia BIG Points.

All AirAsia BIG Points accumulated will be reflected in the Members Account activities list on the Website. Members may view their AirAsia BIG Points under the activities list at the Website. Any disputes arising over the AirAsia BIG Points statement must be notified to us within one (1) month from the date of the relevant statement. You must provide us with supporting documents wherever applicable to assist us in settling any disputes. If we do not receive any notifications from you within the stipulated time frame of any disputes or inaccuracies in your AirAsia BIG Points activities list, the statement will be taken to be correct, final and binding on the Member. BIG's decision on any such disputes are final and conclusive.

#### **Validity Period of AirAsia BIG Points**



Effective 1<sup>st</sup> January 2017, Air-Asia BIG Points will remain valid for a period of thirty-six (36) months from the date of issuance and the total BIG Points balance in Member's Account will automatically expire at the end of the 36<sup>th</sup> consecutive month for which the Member has not earned or redeemed any BIG Points. The expired BIG Points will be deducted from the Member's Account. There will be no extension period or further time frame given for the redemption of any unused and expired AirAsia BIG Points, unless otherwise determined or approved by BIG.

In addition to the standard validity period of AirAsia BIG Points as stated above, BIG also retains the discretion to configure a different expiry date for different types of AirAsia BIG Points that are awarded under specific promotions/campaigns which may have a different validity period as determined by BIG from time to time.

The following types of activities are EXCLUDED for the purposes of calculation of a valid activity pursuant to earning or redemption of BIG Points:-

- Any BIG Points deducted from Member's Account as part of fees for any related transactions pursuant to the terms and conditions of AirAsia BIG Loyalty Program;
- Transfer of BIG Points; or
- Any adjustment of credit due to failed or disputed transactions.

### Redemption

All Members with AirAsia BIG accounts in good standing and with sufficient AirAsia BIG Points are eligible to redeem reward(s) and may do so using the various redemption methods implemented by BIG. The rewards and redemption programme consist of, but not limited to:-

- i. Flight redemptions i.e. AirAsia flights. This may include Air Asia ancillary products redemption such as SSR, Premium Flex, Premium Flatbed, etc.
- ii. Non-flight redemption – other rewards, benefits, services, merchandise or other redemption items introduced or offered by BIG from time to time.

When a Member redeems his AirAsia BIG Points for any redemption items (including but not limited to AirAsia flights), BIG will proceed to deduct the stipulated number of AirAsia BIG Points required for the said redemption item from the Member's Account and will hold the AirAsia BIG Points (for a period as deemed necessary by BIG) until the full payment for the said redemption item (including any balance of payment for the redemption item and taxes that may be due to BIG and/or the respective Merchant) is completed by the Member and a successful payment confirmation is provided by the respective Merchant to BIG. BIG will proceed to credit back the previously held AirAsia BIG Points to the Member's Account upon receipt of an unsuccessful payment confirmation from the respective Merchant.

Suspected or actual fraud and/or suspected or actual abuse relating to the accumulation of AirAsia BIG Points under the AirAsia BIG Loyalty Programme may result in forfeiture of accumulated AirAsia BIG Points, cancellation of the Member's AirAsia BIG Member ID as well as cancellation of a Membership and the Member's participation in the AirAsia BIG Loyalty Programme.

AirAsia BIG Points may also be deducted from the Member's AirAsia BIG Points balance in the following circumstances:

- (a) Any AirAsia BIG Points suspected to be fraudulently recorded;
- (b) Any AirAsia BIG Points recorded in error; and
- (c) Any AirAsia BIG Points relating to a transaction which is or has been cancelled.

AirAsia BIG Members are prohibited from engaging in willful misconduct or breach of any rules governing the Air Asia BIG Loyalty Programme, including, but not limited to the fraudulent acquisition or earning of BIG Points or sale/redemption or abuse of BIG Points or acquisition, sale/redemption or abuse of any benefits. BIG reserves the right to suspend, block and/or terminate the Member's AirAsia BIG Member ID as well as the AirAsia BIG Membership and to immediately cancel any such transaction and/or redemption made by the Member.

BIG reserves the right to deduct any AirAsia BIG Points as stated above without prior notification to Members.

Conditions for AirAsia BIG Points Redemption:

- Members Accounts must be in good standing and not cancelled, suspended or terminated (either by us or by the Member) at the time of a redemption request;
- Request for redemption by Members with insufficient redemption AirAsia BIG Points will not be processed;
- When the Member redeems his/her AirAsia BIG Points, the AirAsia BIG Points earned will be deducted by chronological and date order so that the earliest expiring AirAsia BIG Points will be redeemed first to be followed by earliest accumulated Points;

- Upon redeeming a reward, the Member releases BIG from any and all liabilities to the Member or any guest of the Member in respect of the redemption or use of such reward redeemed under the AirAsia BIG Loyalty Programme;
- BIG shall not be responsible for any defect or deficiency in the goods or services supplied to you by any Merchants;
- Any dispute concerning goods and services received as a reward under the AirAsia BIG Loyalty Programme shall be settled between the Member and the Merchant, service establishment and/or supplier, which supplied the goods or services. BIG will bear no responsibility for resolving such disputes, or for the dispute itself;
- The AirAsia BIG Points earned have no cash or monetary value;
- Any redemption request made and ordered by the Member, once accepted by BIG, cannot be revoked, cancelled, changed, returned or exchanged by the Member. All AirAsia BIG Points that have been redeemed will not be credited back into the Member's Account;
- BIG gives no representation or warranty with respect to any type of rewards under the redemption programme, whether flights or products and/or services offered up for redemption. BIG gives no warranty with respect to the quality of the products offered for redemption or their suitability or fitness for any purpose;
- BIG assumes no responsibility and shall not be held liable for any claims, losses, costs, expenses or damages of whatever nature resulting from the redemption of any of the rewards by Members;
- Information supplied for the redemption of rewards under the Redemption Programme may be used by BIG or the service establishment that provides the rewards for its/their administrative, public relations and marketing purposes;
- All rewards redeemed are subject to the availability and any restrictions may apply as to where and when the rewards can be redeemed (please note that BIG or service establishments may impose the restrictions accordingly);
- Any additional meals, transportation or accommodation or other arrangements made in connection with any reward redeemed under the AirAsia BIG Loyalty Programme will be the sole responsibility of the Member;
- Redemption or issuance of reward voucher(s) (if applicable) does not constitute a reservation with the said service establishments. The Member is still responsible for making all reservations and notifying the participating service establishments of the reward(s) they are going to redeem. Such reward vouchers/letters of redemption are valid for use until the date specified on the rewards vouchers/letters of redemption. If unused after the specified date, the reward vouchers/letters of redemption will lapse and no longer be valid and will not be replaced. The use of the reward vouchers/letter of redemption(s) is subject to the additional or respective terms and conditions contained therein;
- Reward(s) and/or reward vouchers that have been redeemed by the Member are not exchangeable for other rewards, not refundable, not replaceable and not transferable for cash or credit under any circumstances;
- BIG will not (a) replace, or (b) assist a Member by placing a hold or freeze status on any misplaced, lost or stolen reward vouchers or tickets under any circumstances whatsoever.

#### Redemption for Eligible Family Members ("EFM")

Effective 1<sup>st</sup> January 2017, a Member can nominate up to a maximum of fifteen (15) EFM at any one time to be in the Member's redemption group. This also includes a child who is treated like an adult.

A Member may redeem BIG Points for an EFM, on the following basis:

- The Air Asia BIG Member must specify the name and nature of his/her relationship with the EFM that they are redeeming for;
- Any redemption made for an EFM cannot be reversed or cancelled by either the Member completing the redemption or the EFM; and
- BIG shall not be responsible for any incorrect redemptions made and in such circumstances will not refund any BIG Points incorrectly or mistakenly deducted.

Air Asia BIG Members can change or remove EFM's in their redemption group ONCE A YEAR regardless of the number of EFM's changed or removed. No further changes to the Member's EFM will be permitted thereafter during the same year.

New, additional or replacement EFM's are eligible for redemption benefits once their names are registered in a Member's Membership Account as an EFM. This may take up to fourteen (14) days from the date of receipt of the nomination(s) by BIG.

AirAsia BIG Points can only be redeemed after being reflected in the Member's Account. Redemption of rewards with insufficient AirAsia BIG Points will not be processed. BIG will not be responsible for any delay in the posting of the transactions and/or the accrual of the AirAsia BIG Points. There is NO TRIAL PERIOD for all reward items redeemed. All redemptions are subject to the accumulation of sufficient AirAsia BIG Points and subject to BIG's final acceptance. Orders will be cancelled automatically in the event of insufficient AirAsia BIG Points. Prices and redemption AirAsia BIG Points printed are correct at time of print and are subject to change without prior notice.

BIG's failure to enforce particular terms and conditions regarding the AirAsia BIG Points and/or under the AirAsia BIG Loyalty Programme does not constitute a waiver of those terms and conditions by BIG.

BIG reserves the right to change, substitute or terminate any of the redemption rewards and redeemable items under the AirAsia BIG Loyalty Programme at any time with or without prior notice.



### **Unauthorized Use of AirAsia BIG Member ID**

In the event of unauthorized use of your AirAsia BIG Member ID, you should notify us through web form, email, Facebook, Twitter or Weibo. We may block the redemption function of your accumulated AirAsia BIG Points upon receipt of your notification. You should then send a confirmation in writing to us.

We shall not be responsible or be held liable for any disputes or loss suffered by you in relation to any transactions incurred from unauthorized usage of your AirAsia BIG Member ID. You shall be and remain liable for all transactions incurred from unauthorized usage of the AirAsia BIG Member ID, where investigations made by us reveal that you are a party to any actions regarding any transactions effected through the use of your AirAsia BIG Member ID by any unauthorized person. Without prejudice to our rights and notwithstanding that you may have exercised all reasonable precaution to prevent the unauthorized use of your AirAsia BIG Member ID, you shall remain liable to us if you have acted fraudulently.

### **Disclosure of Passwords, Unauthorized Access**

If you wish to update your profile and personal data, including but not limited to, mailing address, contact details, phone numbers, email address, and other personal particulars, you need to log in to your Account and update your profile and personal data directly. These updates may take up to twenty-four (24) hours before it is reflected in your Account details. You shall at all times keep all your passwords and security codes, security questions, security answers (including but not limited to those used for verification and authorization purposes and for access into your Account) secret and you shall use all reasonable precautions to prevent disclosure of the same to any unauthorized person, or third party. We shall not be responsible and shall not be liable for any loss suffered or in relation to the AirAsia BIG Points transactions on your Account (whether online at the Website or for any unauthorized transactions on your Membership and AirAsia BIG Member ID), if you disclose any of your passwords, security codes, security questions, security answers or any of your personal details to unauthorized parties or third parties.

### **Fees and Charges**

By entering into this Agreement, you agree and undertake to pay all fees arising out of and in connection with the AirAsia BIG Loyalty Programme including costs, expenses, and any other applicable taxes (including GST), duties and levies, where and if applicable. We reserve the right to charge any fees that may be applicable for any services provided under the AirAsia BIG Loyalty Programme (in the form of deduction of AirAsia BIG Points or via cash payment) as we may determine from time to time, and to revise such fees or to charge additional fees (if applicable) for new services which may be offered by us from time to time. All fees paid to or in connection with the AirAsia BIG Loyalty Programme to us are non-refundable under any circumstances whatsoever. For full details of any applicable fees, please refer to our Website.

### **Transaction History**

Transaction history in the form of activities list detailing your AirAsia BIG Points, shall be available online under your Account profile on the Website. The activities list is ONLY accessible by the Member by using his/her own user ID, password (and security hint question where applicable). All entries in the transaction history are deemed true and accurate unless you inform us of any error, exception, dispute or unauthorized transaction within one (1) month from the date of the transaction. If we do not receive any written notification from you concerning any error in the transaction history within the stipulated timeframe, the statement shall be deemed true, complete and accurate, and you shall then be deemed to have accepted the entries in the transaction history made up to the date of the last entry in the transaction history as final and conclusive.

In the event the investigations and verifications conducted by us reveal that the disputed transaction(s) (AirAsia BIG Points accumulated) were accurate, you shall be liable to indemnify us against all the other costs, expenses & charges that we may incur in the verification processes of the disputed transactions/AirAsia BIG Points accumulated. Our findings in any investigation conducted shall be conclusive, final and binding on you and shall not be opened for questioning in any event.

Member will receive an electronic Direct Mailer ("eDM") on a monthly basis from BIG which will specify the balance of AirAsia BIG Points that are expiring within the next three (3) months from Member's Account.

### **Communication**

We shall be entitled from time to time to contact you via electronic transmission (including, but not limited to email communication, telex, fax), short messaging services ("SMS"), or via telephone correspondence, and any other means of exchange communication in respect of, but not limited to, the confirmation of transactions, whether or not you transacted the same, status of your Membership, your Account, AirAsia BIG Points, and communication on promotions with regards the AirAsia BIG Loyalty Programme. BIG, AirAsia and/or Tune Money shall also be entitled to send you offers, promotional and marketing material with regards the AirAsia BIG Loyalty Programme from time to time. Any telephone calls placed by us to you will not be deemed as unsolicited calls by you. From time to time we may monitor and/or record telephone calls between you and us. You agree that the monitoring and/or recording may be done and that no additional notice to you or additional approval from you is required.



### **Events of Default**

We may suspend, block, revoke and/or terminate your Membership, your access to the Website, your participation in the AirAsia BIG Loyalty Programme, your AirAsia BIG Member ID and/or any of the services offered (including the forfeiture of accumulated AirAsia BIG Points) with or without prior notice notwithstanding that we may have waived our rights on some previous occasion upon the occurrences of any or more of the following events, including but not limited to:-

if you use your Membership and AirAsia BIG Member ID for any unlawful activities; or if you commit or threaten to commit a default or breach of any terms or conditions set out in this Agreement; or if you have furnished false or misleading information or data to us, including false information concerning your personal information and details; or if in our absolute opinion, your Account has not been operated satisfactorily or used for fraudulent purposes; or if we have noticed irregular, suspicious or unauthorized activity in relation to accumulation of AirAsia BIG Points; or if an event or events has or have occurred or a situation exists which should or might in our opinion prejudice your ability to perform your obligations under this Agreement; or if we in our absolute discretion decide to cancel or terminate the use of your Membership, your participation in the AirAsia BIG Loyalty Programme, your AirAsia BIG Member ID, or if there has been suspected or actual fraud and/or suspected or actual abuse relating to the accumulation of AirAsia BIG Points by you. In such circumstances, any accumulated AirAsia BIG Points shall be forfeited and we shall cancel your Membership, your AirAsia BIG Member ID and, your participation in the AirAsia BIG Loyalty Programme. We reserve the right to take any action against you as may be deemed necessary or as may be required under governing laws or by the relevant governing authorities.

We reserve all rights to decline or terminate your application for Membership under the AirAsia BIG Loyalty Programme at our sole discretion without any prior notice to you if we find that you have furnished false or misleading information to us concerning your personal information and details.

### **Cancellation of Use**

We may at our sole and absolute discretion, limit, block, suspend or terminate your Membership and your participation under the AirAsia BIG Loyalty Programme and the AirAsia BIG Member ID (including the forfeiture of accumulated AirAsia BIG Points), if we detect any unusual, irregular, suspicious, fraudulent or unauthorized activity with regards to your Membership, Account and/or AirAsia BIG Points; or there is a contravention; non-adherence or breach of any of the provisions of this Agreement. We shall have the right to withdraw at our absolute discretion, all or any of the facilities provided by us (including those under the AirAsia BIG Loyalty Programme, including the termination of the AirAsia BIG Member ID and forfeiture of any accumulated AirAsia BIG Points) in connection with the use of your Membership at any time with or without notice and without assigning any reasons for it.

If we detect unusual, irregular, suspicious, unauthorized or fraudulent activity on your Account, we may reject the Transaction, suspend the Account and/or block the use of your AirAsia BIG Member ID immediately as security/precautionary measures (with or without prior notice to you) until we can verify the activity.

### **Voluntary Cancellation of AirAsia BIG Membership**

You may at any time of your own accord cancel your Membership by sending a notice in writing and/or email notification to us. We will then terminate your Membership and your participation under the AirAsia BIG Loyalty Programme, and your AirAsia BIG Member ID will no longer be valid for use to earn and/or redeem AirAsia BIG Points. The cancellation of your Membership is an irreversible process and the cancelled Membership cannot be reinstated in any way whatsoever. Any AirAsia BIG Points accumulated and/or remaining in your Account at the time of cancellation will be forfeited.

### **Variation of Terms**

We may at any time vary, revise, amend, withdraw, substitute, add or remove any of the terms and conditions of this Agreement. The revised or new terms will apply, including, without limitation, to all future transactions using the Membership and the AirAsia BIG Member ID and redemptions of AirAsia BIG Points under the AirAsia BIG Loyalty Programme. The revised terms and conditions will take effect upon the same being posted on the Website. In addition, we may issue a notice to you concerning any revision to the terms and conditions.. Notwithstanding the foregoing, advance notice of any change may not be given if it is necessary to make any such change immediately. Any amendments, alterations, additions, withdrawals and/or termination changes may affect AirAsia BIG Points which a Member has already accumulated as well as any future accumulation of AirAsia BIG Points. The retention or use of your Membership or AirAsia BIG Member ID or redemption of AirAsia BIG Points after the effective date of any variation, revision or change of terms and conditions shall be deemed to constitute acceptance of such variation, revision or change without reservation by you.

If you do not accept the proposed variation, revision or change, you are entitled to terminate the use of your Membership under the AirAsia BIG Loyalty Programme by contacting us, and the provisions relating to termination above shall apply.



Notwithstanding the above, BIG specifically reserves the right to withdraw or terminate the Membership and the AirAsia BIG Loyalty Programme (in whole or in part), any programme or benefit thereunder at any time with 3 months prior notice to Members.

We advise you to check the terms and conditions regularly whenever you visit the Website to ensure that you are aware of our latest terms and conditions.

#### **Disclosure**

You irrevocably consent to the sharing and disclosure of your personal information (including details related to your Membership, Account, AirAsia BIG Member ID, AirAsia BIG Points, transactions and any details under the AirAsia BIG Loyalty Programme) to BIG, AirAsia, Tune Money and each of their respective group companies, related corporations, affiliates, subsidiaries, associates; and BIG's, Tune Money's and AirAsia's licensees, vendors, service providers, merchants, strategic partners, any third party contractors, within and beyond Malaysia (as further stated in BIG's Privacy Policy). You further consent to the processing and disclosure of your personal information (including details related to your Membership, Account, AirAsia BIG Member ID, AirAsia BIG Points, transactions and any details under the AirAsia BIG Loyalty Programme) and any other information which may be necessary to facilitate the processing of any transaction affected or to be affected through the use of your Membership, Account and AirAsia BIG Member ID to Merchants and other parties involved in the AirAsia BIG Loyalty Programme and providing services in relation to the same.

We shall also be entitled to disclose and you irrevocably consent to our disclosure of any information pertaining to you, your Membership, your Account, your AirAsia BIG Member ID, your AirAsia BIG Points and any other information relating to you under the AirAsia BIG Loyalty Programme to any regulatory authority or governing body established by any authority having jurisdiction over us.

In particular, you further understand and acknowledge that we are entitled and need to share and disclose your information to AirAsia and Tune Money for the purposes of the AirAsia BIG Loyalty Programme. If we do not have your personal information or you choose not to disclose or share any information that we may require, we may not be able to provide or continue to provide the services and benefits under the AirAsia BIG Loyalty Programme to you, and we will not be obliged, responsible or held liable for the failure to provide the same (and/or any disputes in relation thereto).

Any disclosure by us of the information referred to in this provision will not render us liable to you for any claim, loss, damage (including direct or indirect damages or loss of profits or savings) or liability howsoever arising whether in contract, negligence, or any other basis arising from or in relation to: the release or disclosure of the information by us; and/or the information being incorrect, erroneous or misstated; and/or reliance on the information, whether caused by us or other third party's omission, misstatement, negligence or default or by technical, hardware or software failures of any kind, interruption, error, omission, viruses, delay in updating or notifying any changes in the information or otherwise howsoever.

#### **Costs and Expenses**

You hereby agree that if we take legal proceedings against you because of a default in the terms of this Agreement, you shall be liable to pay to us all legal costs (including costs on a solicitor and client basis), charges and expenses which we may incur in enforcing or seeking to enforce any of the provisions of this Agreement against you.

#### **Indemnity**

You shall hold us harmless and indemnify us against any liability for loss, damage, costs and expenses (legal or otherwise including all costs on a solicitor and client basis) which we may incur by reason of the provisions herein or in the enforcement of our rights hereunder.

#### **Service and/or Notification**

You irrevocably consent to the service of any documents, materials, product materials, notice or statement hereunder by ordinary post to your last known address in our records and such service shall be deemed effective on the 5th day after posting.

You hereby agree that if any action is begun in the courts in Malaysia in respect of this Agreement, the legal process and other documents may be served by posting the documents to you at your last known address in our records and such service shall on the 5th day after posting, be deemed to be good and sufficient service of such process or documents.

Any notice or other document to be given under this Agreement and all other communications by you to us with respect to the legal process shall be in writing and may be given or sent by hand, or registered post to us at the address set out below or to such other address as we may give notice to you:—

By Mail or Hand To:





Think Big Digital Sdn. Bhd., Unit 19-04-02, Level 4, Wisma Tune, 19 Lorong Dungun, Damansara Heights, 50490 Kuala Lumpur, Malaysia.

**Waiver**

Our acceptance of any terms or any waiver by us of our rights or any indulgence granted to you shall not operate to prevent us from enforcing any of our rights hereunder this Agreement nor shall such acceptance operate as consent to the modification of any of the terms of this Agreement in any respect. We may, at our discretion from time to time without notice, waive our rights under this Agreement in certain circumstances. We can waive our rights without affecting our other rights. If we waive any right, we do not waive the same in other circumstances.

The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

**Assignment**

We shall be entitled at any time without your consent to assign the whole or any part of our rights or obligations under this Agreement with or without notice to you. This Agreement, Membership and AirAsia BIG Member ID shall not be assigned by you to any other third party without our written consent.

**Severability of Provisions**

If any of the provisions of this Agreement becomes or is determined to be invalid, illegal or unenforceable in any respect under any law, rule or regulation, the remaining terms of this Agreement shall not be affected, and all other provisions of this Agreement will still be valid and enforceable and this Agreement shall be interpreted as if the invalid terms had not been included in this Agreement.

**Governing Law and Jurisdiction**

This Agreement is a contract made under the laws of Malaysia and shall be governed by and construed in accordance with the laws of Malaysia. You consent and agree to submit to the exclusive jurisdiction of the Courts of Malaysia concerning all matters arising out of or in connection with your use of the Membership under this Agreement.

**Notification of Change**

You should always ensure that you provide us with your most updated and current personal particulars and information concerning your mailing and correspondence/permanent address, contact number, electronic mail address and other required details in order to ensure that your records with us are kept up to date, complete and accurate. If any information supplied by you changes during the course of your Membership with us, you shall promptly update your Account accordingly (especially with regards your mailing, permanent, correspondence or office address, electronic mail address or contact number) to enable us to update your details in our records. Failure to do so may result in information requested by you via mail regarding the AirAsia BIG Loyalty Programme being sent to the wrong person or wrong address. Any notice given by us shall be deemed given to you if sent by electronic or postal mail to the last known mailing/correspondence address of you, the Member as shown on our records. We shall NOT accept any notification of addresses' (business, office, residential or correspondence address) bearing a Post Box ("P.O. Box") number.

**Conflict Between English Text And Other**

If there is any conflict or discrepancy between the English text of terms and conditions of this Agreement and any translation thereof, the English text shall prevail.

**Use of [www.airasiabig.com](http://www.airasiabig.com) Website**

Terms of Use. In addition to the foregoing terms and conditions, when you use our [www.airasiabig.com](http://www.airasiabig.com) Website, the terms of use of Website shall apply in addition to and not in substitution for any terms and conditions contained in this Agreement.



