

## **CITICARS MEMBERSHIP PROGRAM TERMS & CONDITIONS AND PERSONAL DATA PROTECTION NOTICE**

### **CITICARS MEMBERSHIP PROGRAM TERMS & CONDITIONS**

- a) In these Terms and Conditions, unless the context otherwise requires, the following words and expressions shall have the following meanings:
- b) "Account" means Member's account containing details including Member's User Name, Member's Personal Information, record of booking.
- c) "Member" or "Members" means individual(s) who has/have personally signed up, applied for and has/have been accepted by CITICARS as participating member(s) of the Program in accordance to these Terms and Conditions set forth herein.
- d) "Membership Identification" means identification of membership (including Member's User Name and Password) under the Program in accordance to these Terms and Conditions.
- e) "Program" or "Membership" means CITICARS Membership Program operated by CITICARS
- f) "CITICARS" means CITICARS PLT, a company incorporated in Malaysia under the Companies Act 1965.
- g) "Website" means the website owned and operated by CITICARS in relation to the Program and located at [www.citicars.com.my](http://www.citicars.com.my) or any other addresses which CITICARS deem fit from time to time.

#### **1. Membership**

- 1.1. Membership is open to residents of Malaysia and expatriates residing in Malaysia only.
- 1.2. Membership is open to individuals who are 17 years of age and above.
- 1.3. An eligible individual may sign up and register for the Program with CITICARS through the Website or by any other method CITICARS may decide to implement and establish from time to time.
- 1.4. By signing and submitting the application of membership, the applicants agree to these Terms and Conditions.
- 1.5. Membership and Member's entitlement to membership benefits and privileges of the Program, shall be in accordance with these Terms and Conditions.
- 1.6. Approval and grant of Membership shall be at the sole and absolute discretion of CITICARS.
- 1.7. Each eligible individual shall only apply for and hold one (1) valid Account only as a Member at any one time. Each member will be issued a form of Membership Identification which CITICARS deem fit.
- 1.8. CITICARS reserve the right to reject additional or multiple applications if CITICARS determines in its sole and absolute discretion that the applications are made by the same person.
- 1.9. In valuing the customer, the Membership is FREE from any registration, joining, or membership charges. Notwithstanding this, CITICARS reserves the right to apply any charges and member fees at any time as it deems fit.

#### **2. Usage of CITICARS Membership**

- 2.1. The use of the Membership by Members shall be in accordance with these Terms & Conditions and instruction of CITICARS, as notified from time to time. The Membership benefits and privileges are non-transferable and non-assignable to third parties and exclusively reserved for the Members.
- 2.2. The Membership shall not be pledged by any Member as security for any purpose whatsoever.
- 2.3. The Membership is and shall at all times remain the property of CITICARS and shall be returned to CITICARS immediately upon cancellation or termination of Membership and may be repossessed by CITICARS at any time for any reason CITICARS deems fit.

### **3. Lost or Stolen Membership**

- 3.1. In the event that the Membership is lost or stolen, the Member must promptly report to CITICARS customer service by e-mail via [care@citicars.com.my](mailto:care@citicars.com.my) or calling customer service line at no. 03 – 79715610 to notify CITICARS to safeguard the Member's Account and privileges.
- 3.2. CITICARS will take safety measures by deactivating the lost or stolen Membership or any information stored under the Account within reasonable time upon Member's notification. CITICARS disclaim their liabilities on any lost or stolen damages (either directly or indirectly) that may be suffered by the Member arising from the safety measures taken by CITICARS or any delay in invalidating the Membership or/and Account.
- 3.3. CITICARS will assist in reactivating the Membership or/and Account.
- 3.4. Members are responsible for the security of their Account. CITICARS accepts no liability for the disclosure of the Account by the Members to a third party, whether intentionally or otherwise. CITICARS reserves the right to protect an Account from being access if CITICARS has reasonable grounds to believe the security of the particular Account has been breached or at the risk of exposure.

### **4. Cancellation, or Termination of Membership**

- 4.1. A Member may cancel or terminate the Membership at CITICARS customer service by e-mail via [care@citicars.com.my](mailto:care@citicars.com.my) or calling customer service line at no. 03 – 79715610.
- 4.2. CITICARS may at its sole and absolute discretion to terminate the memberships without prior notification and forfeit all benefits and privileges in the Account in the events but not limited to:-
  - i) A Member uses the Membership (including any benefits and privileges) for any unlawful or fraudulent activity or in other manners which CITICARS determines to be improper;
  - ii) A Member breaches any of these Terms and Conditions; or
  - iii) A Member is deceased

### **5. General**

- 5.1. These Terms & Conditions govern the Membership, Account, benefits and privileges used by Members, and set out an agreement between CITICARS and each Member with regards to the Program.
- 5.2. All Members agree that the Privacy Notice as stated on the Website shall form part of these Terms and Conditions. Acceptance of these Terms and Conditions by Members shall constitute the acceptance of the Privacy Notice. CITICARS reserves the right to amend or supplement the Privacy Notice from time to time. Any amendments to the Privacy Notice will be posted on the Website.
- 5.3. All Members and applicants are advised to read the Privacy Notice before accepting these Terms and Conditions.
- 5.4. The accuracy of personal information shall be verified by Members and Members shall notify CITICARS upon any changes on their personal information.
- 5.5. CITICARS reserves the right to request the Member to produce his/her Member Identification and personal identification (including MyKad and Passport) to facilitate Membership benefits and privileges and for verification purposes in accordance to the Privacy Notice.
- 5.6. CITICARS may at its sole and absolute discretion to amend and delete any of these Terms & Conditions at any time as it deems fits without prior notification to Members. Any amendments to the Terms and Conditions will be posted via the Website. Bookings by Members will constitute acceptance of the amended Terms and Conditions.
- 5.7. Members have the obligation to check the Website for update of the Terms and Conditions from time to time.
- 5.8. CITICARS reserves the right, at any time to vary, modify, replace, substitute or terminate the Program or any benefits, features or privileges under the Program without prior notification to Members and without being liable in any way to Members.
- 5.9. CITICARS shall not be liable for any omission, error or inaccuracy of Account details including as a result of failure or breakdown of any electronic equipment used in connection with the Program, technical malfunction fault, Member misconduct, or any circumstances beyond the reasonable control of CITICARS.

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- 5.10. While CITICARS uses reasonable efforts to include up-to-date information in the Website and in all its publications. CITICARS makes no warranties or representations as to their accuracy, reliability, completeness or otherwise. The contents, materials, products or other services available in CITICARS publications or accessible through the Website are on “as is” and “as available” basis. CITICARS disclaims all warranties (express or implied) including but not limited to, merchantability, fitness for purpose and non-infringement, in relation to the contents, materials, products or other services published in any of its publications or available on the Website.
- 5.11. CITICARS does not warrant that the Website will be error-free, free of viruses, bugs, online interruption or other harmful threats. Members are responsible to implement security measures in their computers and mobile devices before accessing the Website. CITICARS shall not be liable in any way for any direct, indirect, punitive, incidental, consequential or other damage howsoever arising out of any of the following:
- (a) the use of, or access to the Website;
  - (b) delay or inability to use or access the Website; and/or
  - (c) any content, information, material, products or services published in, posted on, advertised in or obtained through CITICARS publications or the Website or otherwise.
- 5.12. Notice of any matter in relation to the Program shall be deemed informed/delivered to Members via any one of the methods as follows:
- (a) by posting on the Website;
  - (b) by sending an email to Members who have provided email address to CITICARS;
  - (c) by publication;
  - (d) by short messaging services (SMS); or
  - (e) by mobile applications.
- 5.13. CITICARS may further establish rules, procedures and policies in relation to any matter regarding the Program, all of which shall form part of the Terms and Conditions. These Terms and Conditions as set out herein shall prevail in the event of any conflict or inconsistency with any other documents, statements, rules, procedures, policies or communications issued by CITICARS, including Frequently Asked Questions (FAQs) and advertising or promotional materials. These Terms and Conditions together with the aforesaid rules, procedures and policies shall constitute the entire agreement and understanding between CITICARS and the Members with respect to the Program and shall not be subject to any other agreement, understanding, warranty or representation not expressly contained or referred to in these Terms and Conditions and the aforesaid further rules, procedures and policies.

## **6. Bookings**

- 6.1. The Program and all Membership Benefits are subject to availability and further subject to all applicable rules and Terms and Conditions (including booking requirements, cancellation restrictions, return conditions, warranties and limitations of liability) imposed by the respective merchant and CITICARS.

## **Personal Data Protection Notice for CITICARS**

CITICARS respects and is committed to the protection of your personal information and your privacy. This Personal Data Protection Notice explains how we collect and handle your personal information in accordance with the Malaysian Data Protection Act 2010. Please note that CITICARS may amend this Personal Data Protection Notice at any time without prior notice and will notify you of any such amendment via our website or by email.

### **Personal Information**

#### **1.1) Type of Personal Information**

Personal Information means any information which relates to you and which was collected or provided to CITICARS for the purposes stated in Section 2 below.

Your personal information may include your name, NRIC number, contact details, financial and banking account details, CCTV/security recordings and location tracking/GPS information.

#### **1.2) Source of Personal Information**

Customer or potential customer: CITICARS collects your personal information directly from you or indirectly from your legal representatives, agents (e.g. travel agents) and/or employers when you, your legal representatives, agents and/or employers send us completed enquiry, application, and/or registration forms via various means, including online and physical hardcopies at public venues or in any of our premises. Your personal information may also be collected from cookies through the use of our website.

Vendor, supplier, tenant or service provider: CITICARS collects your personal information directly from you or indirectly from your employer or credit reference agencies when tendering for projects, when you send us completed enquiry and/or credit application forms via various means, including online and physical hardcopies. Your personal information may also be collected from cookies through the use of our website.

#### **1.3) Obligatory Personal Information**

All information requested for in the relevant forms is obligatory to be provided by you unless stated otherwise.

Should you fail to provide the obligatory information, we would be unable to process your request and/or provide with relevant services.

Purposes of collecting and further processing (including disclosing) your personal information Customer or potential customer: Your personal information is collected and further processed by CITICARS as required or permitted by law and give effect to your requested commercial transaction, including the following:

- to process your requested services;
- to facilitate your participation in any contests or events;
- to administer and communicate with you in relation to our services and/or events;
- to process any payments related to your requested service;
- for insurance purposes;
- to operate our premises in a manner which is physically safe, secure and benefitting of health and safety requirements;
- for internal investigations, audit or security purposes;
- to conduct internal marketing analysis and analysis of customer patterns and choices;
- to comply with CITICARS' legal and regulatory conduct of its business;
- to contact you regarding products, services, upcoming events, promotions, advertising, marketing and commercial materials we may feel interest you;
- to ensure that the content from our website is presented in the most effective manner for you and your computer and/or device; and

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- for CITICARS' internal records management, customer relations events and activities, and membership program.

Where you have indicated your consent to receiving marketing or promotional updates from CITICARS, you may opt-out from receiving such marketing or promotional material at any time. You may select the "unsubscribe" option provided in CITICARS's email blasts or you may contact CITICARS at the details provided in Section (6) below.

Vendor, supplier, tenant or service provider: Your personal information is collected and further processed by CITICARS as required or permitted by law and to give effect to your requested commercial transaction, including the following:

- to process your credit account application;
- to access your credit worthiness;
- to administer or give effect to your commercial transaction (tender award, contract for service, tenancy agreement);
- to process any payments related to your commercial transaction;
- for insurance purposes;
- for internal investigation, audit or security purposes;
- to comply with CITICARS' legal and regulatory obligations in the conduct of its business;
- to contact you regarding products, services, upcoming events, promotions, advertising, marketing and commercial materials which we feel may interest you;
- to ensure that the content from our website is presented in the most effective manner for you and your computer and/or device; and
- for CITICARS' internal records management, customer relations events and activities, and membership program.

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### **Disclosure of Personal Information**

#### **3.1) Entities within CITICARS**

Your personal information provided to us is processed by entities (in or outside of Malaysia) within CITICARS (including related companies, subsidiaries, holding companies, associated companies and outsourcing partners).

CITICARS will ensure that:

access to your personal information is restricted to staff who are contractually required to process your personal information in accordance to their respective job requirements; and only necessary information is released to relevant employees.

#### **3.2) Classes of third parties**

Your personal information may be disclosed to relevant third parties (in or outside Malaysia) as required under law, pursuant to the relevant contractual relationship (for example, where we appoint third party service providers) or for the purposes stated in Section 2 above (or directly related to those purposes).

In the event of a potential, proposed or actual sale of business, disposal, acquisition, merge or re-organisation ("Transaction"), your personal information may be required to be disclosed or transferred to a third party as a result of the Transaction. You hereby acknowledge that such disclosure and transfer may occur and permit CITICARS to release your personal information to the other party and its advisers/representatives.

Customer or potential customer: Your personal information may be disclosed to the following classes of third parties:

Third parties appointed by us to provide services to us or on our behalf (such as auditors, lawyers, company secretary, consultants, contractors, professional advisors, service providers, printing companies, contractors, conference/training/event organiser, other advisers or insurance companies);

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Our business partners or affiliates who may jointly provide the service requested for (such as merchants);

Utility Companies;

Law enforcement agencies, including the police; and

Relevant government authorities such as statutory authorities, local council and industry regulators.

Vendor, supplier, tenant or service provider: Your personal information may be disclosed to the following classes of third parties:

Third parties appointed by us to provide services to us or on our behalf (such as auditors, lawyers, company secretary, consultants, contractors, professional advisors, service providers, printing companies, contractors, conference/training/event organiser, other advisers or insurance companies);

Law enforcement agencies, including the police; and

Relevant government authorities such as statutory authorities, local council and industry regulators.

### **Websites**

#### **4.1) Links to other sites**

Links to other sites is provided for your convenience and information. These sites may have their own privacy statement in place, which we recommend you review if you visit any linked websites. We are not responsible for the content of the linked sites or any use of the site.

#### **4.2) Location enabled products or applications**

Location enabled products or applications transmit your location information to us. We do not use the information sent or provided other than to provide the service you request. Location enabled features are opt-in and you have control over your participation and can turn these services off at any time or uninstall them.

Some mobile applications will utilize Google Analytics (or similar tool) to help us better serve you through improved products, services, and revisions for mobile applications. This collected information will not identify you to us. It may, however, let us know anonymously, which services and features you are using the most within the application, as well as device type and hardware features, country and language of download.

#### **4.3) Cookies**

A cookie may be used in the processing of your information. A cookie is a text file placed into the memory of your computer and/or device by our computers. A copy of this text file is sent by your computer and/or device whenever it communicates with our server. We use cookies to identify you. We may also collect the following information during your visit to our website and/or the fully qualified domain name from which you accessed our site, or alternatively, your IP address: the date and time you accessed each page on our Website;

the URL of any webpage from which you accessed our site (the referrer); and

the web browser that you are using and the pages you accessed.

Some web pages may require you to provide a limited amount of personal information in order to enjoy certain services on our websites (system login credentials, email address and contact, etc.). These personal information will only be used for its intended purposes only, i.e. to respond to your message or deliver the requested services.

**Right to access and correct personal information**

You have the right to access and correct your personal information held by us (subject always to certain exemptions). We will make every endeavour to ensure your personal information is accurate and up to date therefore we ask if there are changes to your information you should notify us directly.

If you would like to access or correct your personal information, please send the completed query to the contact details in Item 6 below.

Limiting the processing of personal information, further enquiries and complaints if;

you would like to obtain further information on how to limit the processing of your personal information;

you have any further query; or

you would like to make a complaint in respect of your personal information, you may contact :-

CITICARS Customer Service  
Telephone No: 03-79715610 (Operation Hours: Mon-Fri, 9am-5pm)  
Email Address: care@citicars.com.my

Find more information:



care@citicars.com.my



facebook.com/citicars



03-7971 5610



[www.citicars.com.my](http://www.citicars.com.my)

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