

# Terms & Conditions

## Overview

1. The Heidelberg Advantage Program (Online Shop Loyalty Program) is an online customer rewards program offered by Heidelberg Malaysia Sdn Bhd ("HMY").
2. The Heidelberg Advantage Program issued August 2009 is offered to all Heidelberg Online Shop Customers (the "Program"). Malaysian companies that hold an Account with Heidelberg Sales and Support Online, as defined in section 3 below, take part in the Heidelberg Advantage Program with every qualifying consumable purchase. HMY may, in its sole discretion, terminate the Heidelberg Advantage Program at any time. Termination of the Program will be made by providing 30 days notice in accordance with section 17.

## Program Participation

3. To participate in the Heidelberg Advantage Program, a customer account must be set up with Heidelberg Sales and Support Online according to the terms and conditions as stated on our website at [www.my.heidelberg.com](http://www.my.heidelberg.com) (an "Account"). There is no fee to set up an Account. Heidelberg Advantage Program participation is granted at HMY's sole discretion and may be withdrawn at HMY's sole discretion with or without notification.
4. Rewards are available through the redemption of SAPHIRA Points ("Rewards" or "ADVANTAGE Rewards"). When enough SAPHIRA Points have been accumulated to obtain the Reward(s) desired, the designated primary online contact of an Account holder may order the requested Reward(s) featured online through the Heidelberg Sales and Support Online website (found at [www.my.heidelberg.com](http://www.my.heidelberg.com)). While an Account may have several contacts, each Account holder can only have one designated primary online contact that will be selected by the management of an Account holder. HMY reserves the right to confirm the designation of the primary online contact with the management of an Account holder. For orders placed online, the terms and conditions of [www.my.heidelberg.com](http://www.my.heidelberg.com) will apply in addition to the terms and conditions of the Heidelberg Advantage Program (Online Shop Loyalty Program).
5. The term "SAPHIRA Points" means the points earned by Heidelberg Advantage Program (Online Shop Loyalty Program) Account holder in connection with each Ringgit of purchase (before taxes) at the Heidelberg Online Shop, regardless of method of payment and subject to the exclusions set out in section 9 below. One SAPHIRA Point will be awarded for each Ringgit of consumable purchases. Bonus SAPHIRA Points may be earned by an Account by purchasing consumables products or product groups as designated by HMY from time to time, as special promotional items. These bonus SAPHIRA Points have the same value as SAPHIRA Points for the purposes of Rewards redemption. Any points earned in conjunction with the Program are referred to as "Points".
6. Points issued in respect of a purchase are typically shown on "My Profile Report" within the Online Shop. Points earned are usually posted within 60 days of purchase. If Points do not appear on a receipt, participants may inquire about the Points awarded relating to the purchase in question and their Points status in general to HMY's Online Shop administrator (email: [hmy.olsadmin@heidelberg.com](mailto:hmy.olsadmin@heidelberg.com)). Information regarding current Points totals is available on the My Profile Page within the Heidelberg Online Shop. (Found at [www.my.heidelberg.com](http://www.my.heidelberg.com)).
7. In the case of refunds for purchases, all Points awarded for that purchase will be deducted automatically from the ADVANTAGE Rewards Account.
8. SAPHIRA Points have no cash value, and are not exchangeable for cash. The approximate retail value of the Points will vary depending on the Reward chosen at the time of redemption. Points cannot be sold, purchased, assigned or transferred, except as specifically provided in these terms and conditions, or in connection with special programs advertised by HMY at its sole discretion. Points are void if sold for cash or any other consideration. Any Points remaining to an Account after the Program has been terminated will be of no monetary value and rendered null and void.
9. SAPHIRA Points may not be issued for the following (unless clearly specified otherwise): delivery fees and products or categories of items which may be specified as exclusions by HMY in its sole discretion from time to time.
10. If no Points are earned by any Account during a 6-month period, all accumulated Points may be forfeited, with or without notice, at HMY's sole discretion.
11. Rewards available for redemption are featured on the Rewards section of our website. HMY will endeavor to ensure availability and reasonable supply of all Rewards, but circumstances may arise that may make some items unavailable. In such cases, HMY may (at its sole discretion) discontinue the item or substitute a similar item of equal value. HMY provides no guarantee that any Reward will remain available for the entire term of the Program and also shall not entertain or be liable to any claims by an Account holder due to non performance or warranty from the reward product's service provider. HMY shall not be responsible for any claims in respect of any Rewards which are defective. Any Reward that is defective shall be returned by the participant directly to the supplier at the expense of the participant in accordance with the manufacturer's warranty. Program participants should inspect Rewards at the time of delivery and complete and return the manufacturer's warranty to the supplier.
12. Unless otherwise notified, ADVANTAGE Rewards can only be delivered to the Account's address as registered with Heidelberg Sales and Support Online. Heidelberg Advantage Program participants must advise HMY immediately of any change of address online or by writing to HMY, No. 1A, Jalan 205, 46050 Petaling Jaya, Selangor Darul Ehsan, Malaysia with attention to the Online Shop Administrator.

13. Allow approximately 3-4 weeks for delivery of the Reward, depending on the location. At times, due to uncontrollable circumstances, products may not be available from the supplier and the 3-4 week delivery period may be extended. Notification will be made by HMY to an Account holder as soon as the Reward is ready for delivery.
14. HMY does not guarantee delivery times for any delivery of an ADVANTAGE Reward. Delivery of items does not include services such as removal of packaging or installation. A signature must acknowledge receipt of delivery.
15. HMY will not be liable or responsible in any manner for any tax consequences that may flow from participation in the Heidelberg Advantage Program (Online Shop Loyalty Program).
16. HMY may, at its sole discretion, revoke Points associated with the consumables purchase in question, to reflect the loss suffered and expenses incurred by HMY and/or revoke membership in the ADVANTAGE Program, with or without notification, under the following conditions;
  - An Account holder abuses any of the Program's privileges.
  - An Account holder fails to follow any of its terms and conditions.
  - An Account holder defaults in making any required account payments on any HMY account.
17. HMY may, in its sole discretion, restrict, suspend, amend, extend or otherwise alter the Program or certain aspects of the Program, with or without notice. Where notice is given pursuant to any section of these terms and conditions it will be via a notice posted on [www.my.heidelberg.com](http://www.my.heidelberg.com).
18. The current terms and conditions of the Program are set out online at [www.my.heidelberg.com](http://www.my.heidelberg.com). Points awarded for purchases made from the Heidelberg Online Shop are awarded in accordance within the current terms and conditions.
19. These terms and conditions shall be governed by the laws of Malaysia applicable therein, and all participants attorn to the jurisdiction of the laws of Malaysia. All decisions regarding the interpretation of these terms and conditions and the administration of the Heidelberg Advantage Program (Online Shop Loyalty Program) and any disputes arising there from shall be resolved by HMY at its sole discretion. All such decisions shall be final and binding on an Account holder. In no event shall HMY's liability with respect to the Heidelberg Advantage Program (Online Shop Loyalty Program), including liability for negligence or breach of contract, be greater than the Points accumulated to the SAPHIRA Points at the time the dispute arose. Any proceedings relating to matters regarding the Heidelberg Advantage Program (Online Shop Loyalty Program) shall be brought exclusively in the Malaysia Courts and orders of such Malaysia courts shall be binding on HMY and an Account holder.

## Privacy Statement

HMY appreciates your visit to our website and your interest in our products. At Heidelberg, your right to privacy and data security is our primary concern. We want you to feel comfortable visiting our site. By accessing or using the web site of Heidelberg, you agree to our Privacy Statement as outlined below: Personal Data Under some circumstances, Heidelberg may provide you with a form to enter personal information about yourself. It is completely optional for you to engage in these activities. We need your personal information only to process your inquiry. All data will be treated confidentially. Heidelberg does not share user data with third parties.

## Security

HMY recognizes that your privacy and security are of the utmost importance and we have devoted a great deal of effort to ensure that your personal information is safeguarded. In order to secure highest security standards we use technical and organizational security measures. Our security measures are continually updated as new technology becomes available.

## Data Protection

If you have further questions regarding the security of your personal data, please contact us at [hmy.olsadmin@heidelberg.com](mailto:hmy.olsadmin@heidelberg.com).