

ADX

Terms & Conditions

1. Introduction

- 1.1 The following Terms and Conditions (“Terms and Conditions”) governs the use of the Action Driven Exchanges (“ADX”) Program (“the Program”) on the ADX Platform offered by XOX Black App (“Black App”) owned and operated by XOX Media Sdn Bhd (Company Reg. No. 200701005355 (763354-U)) (“XOX”).
- 1.2 The Program is a redemption-based program where XOX Subscribers may redeem rewards offered by XOX with accumulated ADX Points.
- 1.3 The Program is governed by the terms and conditions contained herein (“Terms and Conditions”) including but not limited to XOX Group Privacy Statement (available on our website at Privacy Statement - XOX Online Store), ADX Terms of Use, Terms of Use of BLACK App and other applicable terms and conditions for the use of the XOX’s content and/or service, as set out in <https://xox.com.my/tandc/details/black-plan-general>

2. Program Period

- 2.1 The Program will run concurrently commencing from 25th May 2021, 00:00 for a period to be further determined by XOX.

3. Participating Eligibility

- 3.1 The Program is open to all XOX Subscribers both physical SIM and eSIM, who are at least 18 years of age (“Participants”) with a valid BLACK App account.
- 3.2 XOX reserves the sole and absolute right to verify the validity of the entries and Participants and disqualify any entries or participants it considers ineligible.

4. Program Mechanism

- 4.1 The Program is only available through the BLACK App which can be downloaded from Google Play store, Apple App Store and Huawei Store.
- 4.2 In order to participate in the Program, Participants will need to download the BLACK App in order to access their loyalty points.
- 4.3 From 4th May 2021 onwards, all accumulated loyalty points will be converted to ADX Points. (*Conversion: 1 loyalty point = 1 ADX point*).

5. Earning ADX Points

- 5.1 For every RM1.00 spent on top-up/bill payment via BLACK App, Selfcare, Top-Up Card/Voucher at any XOX Mobile Authorized Dealers, Electronic code/Top-Up Slip in participating location and JomPay, Participant is entitled to earn 1 ADX Point.

- 5.2 Participants can also earn ADX Points by watching third party advertisements (“Advertisements”) in ADX Platform via BLACK App. Participants agree and accept that watching the Advertisements is at Participant’s own risk, including those relating to confidentiality, data privacy and security. Participants agree, acknowledge and accept that XOX are not in any way associated with the third-party advertiser of the Advertisements. XOX shall not be responsible or liable for the content, goods and/or services offered by the third-party advertisers. XOX does not endorse and makes no warranties, representation or undertakings relating to the content of the Advertisements.
- 5.3 The total ADX Points earned by the Participant and the number of ADX Points redeemed will be stated in the Participant’s Black App account.
- 5.4 ADX Points have no cash or monetary value and accrued ADX Points are not convertible to, nor can it be exchanged for any cash.
- 5.5 ADX Points are also not transferable.
- 5.6 XOX reserves the right to reverse the ADX Points at any time where there is a valid reason to do so due to circumstances including but not limited to cancellation, fraud, error and unauthorized transactions.

6. Rewards

- 6.1 The types of Rewards available and points needed for redemption is at XOX’s sole discretion.
- 6.2 XOX reserves the right to change, replace or substitute the Rewards without giving any prior notice to Participants at any time as determined solely by XOX whose decision shall be final.
- 6.3 XOX reserve the rights to amend, alter, vary, add to, replace with or delete from any of the items in the ADX Rewards page
- 6.4 All Rewards for redemption are only available while stocks last.
- 6.5 In the event where Participants have selected third party related ADX Rewards, such Rewards are subject to the additional terms and conditions of XOX or the third-party merchant (as the case may be) that offers the particular Reward that you wish to redeem. XOX will not be accountable for any transactional dispute between Participants and third-party merchant.

7. Redemption of ADX Points

- 7.1 Participants must have sufficient ADX Points to redeem the Rewards. In the event Participants do not have sufficient ADX Points, redemption request will not be successful.

- 7.2 Redemption of the Rewards is strictly based on ADX Points. Topping up with cash, card or otherwise is strictly not allowed and will not be entertained.
- 7.3 Rewards is non-transferable, non-exchangeable and non-redeemable for cash, credit, or rebate in full or in part.
- 7.4 Participants are not allowed to sell their Rewards to any other person.
- 7.5 In the event of a validity date to the ADX Rewards redeemed, participants are solely responsible to observe such validity period. ADX Rewards not redeemed during Validity Period will expire and be forfeited.
- 7.6 Participants may redeem rewards from the Rewards Catalogue at the Rewards tab of the ADX Page at the Black App by:
 - Tapping on ADX icon from the Black App home screen.
 - Tapping the Rewards tab to view the Rewards Catalogue and checking the ADX Points balance for sufficiency.
 - Checking ADX Points balance to see if there are sufficient ADX Points for the intended rewards.
 - Confirm redemption of the desired Reward.
- 7.7 ADX Points redeemed will be deducted from Participant's total balance.

8. General

- 8.1 Any visuals shown or on display on any XOX promotional materials are for illustration purposes only. All pictures and images of the products displayed on this site are for illustration purposes to help the customer to recognize the products only. The actual size, dimension and colour of the products may differ.
- 8.2 By participating in the Program, the Participant is deemed to have read, understood, and agreed to be bound by these terms and conditions and agree that any and all decisions made by XOX in relation to every aspect of the Program shall be final, binding and conclusive.
- 8.3 Any breach of these Terms and Conditions may, at XOX's absolute discretion, result in forfeiture of any of the goods or services rendered. XOX shall not be liable for any claim whatsoever resulting from the Participant's participation in the Program.
- 8.4 XOX does not warrant that the Program shall be uninterrupted and/or error free. By participating in this Program, the Participant hereby acknowledges and irrevocably agrees that XOX shall not in any manner whatsoever be liable for any technical failures of any kind, system/server interruption and/or any electronic error arising from the Program unless the same arise from and are caused directly by XOX's gross negligence or willful default.
- 8.5 XOX is not liable for any default in respect of the ADX Points and/or the Program due to any circumstances beyond XOX's control including but not limited to acts of God, acts or omissions of government or other authorities, new or amending Laws and

regulations effective after the date of this Agreement, acts of terrorisms/sabotage, fires, explosions, lockouts, restrictive movements, riots, strikes, embargoes, act of war, epidemics, pandemics, inclement weather, earthquakes and other natural disasters.

- 8.6 XOX reserves the right to alter, change, extend, suspend, or terminate the Program, the Program Period or amend, modify these terms and conditions stated herein at its sole discretion any time without prior notice. In case of any disputes arising directly or indirectly from the Program, the decision of XOX shall be final.
- 8.7 XOX shall make every effort to ensure that prices, details, and sizes of products on this website are up to date. Prices are subject to change without prior notice and all orders are subject to XOX's acceptance at its sole discretion and stock availability.
- 8.8 XOX, its related and associated companies, and its agencies and companies associated with the Program disclaim any and all liability arising from the Program and will not be liable for any loss (Including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (Whether or not arising from any person's negligence) resulting from their participation in this Program, redemption and/or usage of the prize(s), except for any liability which cannot be excluded by law (In which case that liability is limited to the minimum allowable by law). Participants undertake that they shall not bring any claims or actions against XOX or its related and associated companies, whether in contract, tort or otherwise.
- 8.9 By participating in the Program, the Participant irrevocably agrees to release and hold harmless XOX and its associate companies, employees, advisors from any and all losses, damages, rights, claims and actions of any kind in connection with the Program and/or from any reward or prize-related activity, including without limitation, personal injury, death, and property damage.
- 8.10 Failure by XOX to insist upon or enforce strict performance of any of these Terms and Conditions shall not be construed as a waiver of any provision or right.
- 8.11 The Program and these Terms and Conditions are governed by the laws of Malaysia. Participants agree that the Courts of Malaysia have jurisdiction over all matters arising from this Program.

Terms and Conditions as of 4th May 2021