

ANZ Fast Track to Gold Campaign Terms and Conditions

A. Duration

 This ANZ Fast Track to Gold Campaign ("Campaign") is organised by Enrich ("Organizer") by Malaysia Airlines Berhad ("Malaysia Airlines" or "MAB") and will run from 02 September 2019 (12:00AM, Malaysian time) to 16 September 2019 (11:59PM, Malaysian time) ("Campaign/Booking Period") for travel between 02 September 2019 to 30 July 2020 ("Travel Period").

B. Eligibility and Participation

- 1. Any person who has fulfilled the criteria below is eligible to participate in this Campaign ("Participant"):
 - a. Be an Enrich Member. Non-member can register for membership at https://www.malaysiaairlines.com/enrich-portal/user-registration.html and must register before booking a flight;
 - b. Be 18 years old or older;
- 2. The mechanics of the Campaign are as follows:
 - a. Enrich member must book and purchase a return qualifying fare ticket originating from Australia or New Zealand to London and, successfully complete the return journey(s) on flight (s) operated solely by Malaysia Airlines on Business Class or Business Suite during the period stated below ("Flight Requirements") to be eligible for the incentive:

Campaign/Booking Period	02 September 2019 (12:00AM, Malaysian time) to 16 September 2019 (11:59PM, Malaysian time)
Travel Period	02 September 2019 (12:00AM, Malaysian time) to 30 July 2020 (11:59PM, Malaysian time)
Incentive	Enrich Gold status membership for existing Enrich Blue/ Silver <u>OR</u> 50,000 Elite Miles for existing Enrich Gold/ Platinum

From (Origin)	To (Destinations)	Eligible Booking Class
Sydney, Melbourne, Brisbane, Perth and Adelaide	London	Business Suite – F / A / P Business Class – J / C / D / Z
Auckland		



- b. The original date of ticket booked/issued must be within the Campaign/Booking Period.
- c. Enrich member is **NOT** eligible for the incentives if
 - i. Travel is on Firefly operated flights, code sharing flights (MH4000, MH5000, MH9000), charter flights (MH 8000), flights jointly operated by other airlines or **one**world.
 - ii. Flight(s) that is booked/ issued before/after the Campaign/Booking Period and rebooked/ reissued during-the Campaign/Booking Period.
 - iii. Travel date is before/after the Campaign/Booking Period.
 - iv. Award tickets (s) redeemed with full miles or Miles + Cash
 - v. Travel is on Redemption upgrade with miles, MHUpgrade by bid, Last-Minute Upgrade or complimentary Upgrade.
- d. Enrich members are allowed to make multiple flight booking(s) and must complete the journey(s) during the Campaign/Booking Period and Travel Period in order to be deemed as qualified entries. However, only one (1) incentive will be awarded per Enrich member.
- e. In the event the Participant is identified as Non-Enrich member, MAB has the right to disqualify the Participant.

C. Incentives (Enrich Gold Status/ 50,000 Elite Miles)

- 1. Upon meeting the flight requirements within the Campaign/Booking Period and Travel Period, the qualified Enrich member(s) will receive the Incentive within fourteen (14) working days after successfully completing the return journey.
- 2. The Incentives are subject to certain terms and conditions, including:

Existing Tier Status	Incentives		
Enrich Blue/ Silver	Enrich Gold status membership		
	Travel Period	Validity	
	2 September 2019 to 31	From month and year awarded	
	December 2019	till 31 March 2021	
	1 January 2020 to 30 July	From month and year awarded	
	2020	till 31 March 2021	
	Refer www.malaysiaairlines.com for full details on benefits and		
	privileges of Enrich Gold		
Enrich Gold/ Platinum	50,000 Elite Miles		
	Travel Period	Validity	
	2 September 2019 to 31	From month and year awarded	
	December 2019	till 31 March 2021	
	1 January 2020 to 30 July	From month and year awarded	
	2020	till 31 March 2021	
	Eligible to requalify for Enrich Gold/Platinum status.		



- a. Each Enrich member is allowed to claim one (1) Incentive only.
- b. Enrich Blue and Silver member upgraded to Enrich Gold under this campaign will NOT be eligible for 50,000 Elite miles for any subsequent travels within this campaign period.
- c. 50,000 Elite miles will fall into the respective calendar year. For example:
 - i. If Enrich Gold/Platinum members qualify for the 50,000 Elite miles under this Campaign for travel completed in 2019, the Elite miles awarded will go towards 2019 tier qualification.
 - ii. If Enrich Gold/Platinum members qualify for the 50,000 Elite miles under this Campaign for travel in 2020, the Elite miles awarded will go towards 2020 tier qualification.
- d. Elite miles earned in a calendar year cannot be carried forward to the following year.
- e. The decision of MAB in respect to the Incentives are final, conclusive and binding and no further appeal, enquiry and/or correspondence will be entertained.
- f. The qualified Enrich Member may check their updated tier status/ Elite Miles via Enrich Portal at <u>https://www.malaysiaairlines.com/enrich-portal/login.html</u> within fourteen (14) working days after successfully completing the return journey(s) or such other date as decided by MAB at its absolute discretion.
- g. If the Incentives do not appear in the members' account within fourteen (14) working days after successfully completing the return journey(s), the qualified Enrich member must submit their claim within 6 months (180 days) from date of qualifying travel. Any claim submitted after 6 months (180 days) will be not be eligible.
- h. The qualified Enrich member will receive their Renewal Pack within four (4) weeks after successfully completing the return journey or such other date as decided by MAB at its absolute discretion.
- i. The Incentives offered is non-transferable, redeemable for cash or exchangeable for any other gift whether in part or in full and only valid for the respective qualified Enrich personal card holder.
- j. The Enrich members shall settle any claim, dispute or question arising in connection with the use of the Enrich Miles directly with Enrich, Malaysia Airlines.
- k. Should any dispute arise, the decision by Enrich, Malaysia Airlines, will be final. MAB reserves the right to forfeit the Incentives based on MAB's sole and absolute discretion.
- I. The Incentives shall be given in accordance with the manner to be specified by MAB, at its sole and absolute discretion and within a stipulated time period.
- m. MAB shall not liable for any additional or incidental costs, taxes, expenses, charges, fees, losses or damage incurred. Malaysia Airlines, its agents and employees shall not be liable for any loss or damage whatsoever suffered (including but not limited to indirect or consequential losses) or personal injury suffered or sustained in connection with or arising from the Incentives.
- n. MAB shall have no obligation to substitute any alternative Incentives, cash equivalent or other compensation where the Winners and/or their travelling companion fails to utilise the Incentives for any reason.



- o. Notwithstanding the above, MAB is entitled to replace the Incentives with other Incentives of similar value at any time without any prior notice.
- p. The Incentives shall be subject to MAB's prevailing policies, rules and regulations which shall include the General Conditions of Carriage, a copy of which can be found on <u>www.malaysiaairlines.com</u>.
- 3. Should a Participant's contact details change during or after the Campaign/Booking Period, it is the Participant's responsibility to notify MAB directly and update their contact details in Enrich Account.
- 4. MAB, at its sole and absolute discretion, reserves the right to update the Participants' personal details in Enrich system based on the information submitted in this Campaign/Booking Period.

D. General Terms

- 1. All transportation, accommodation, personal costs and/or any other costs and/or related expenses that are incurred to participate in this Campaign are the sole responsibility of the Participants.
- 2. MAB reserves the right to use the Enrich Member's name, images, comments, materials relating to this Campaign and the results of this Campaign for the purpose of any announcement or promotional or marketing purposes in any media format and any media channels without any fee being paid. The Participant shall hold MAB free and harmless from any claims and/or liabilities whatsoever resulting from the usage or the reproduction of the submitted materials by MAB. This clause shall survive the expiration of this (Campaign Period).
- 3. MAB, at its sole and absolute discretion, reserves the right to disqualify any Participant and revoke or forfeit any Status Upgrade at any stage of the Campaign without prior notice if:
 - (a) The Participant is not an eligible Participant;
 - (b) The Participant fails to fully comply with the Terms and Conditions stipulated herein;
 - (c) The Participant breaches any of the Terms and Conditions or other rules and regulations of the Campaign or violates any applicable laws or regulations;
 - (d) MAB has, at its sole discretion, any reason whatsoever to believe that such Participant has attempted to undermine the operation of the Campaign in any way whatsoever, including but not limited to fraud, cheating or deception.
 - (e) Enrich Members who hold more than one Enrich membership account.
- 4. MAB shall not be liable for any disruption during the Travel Period, whether due to technical problems or otherwise, which is beyond its reasonable control. In the event of any disruption, reasonable effort shall be used to remedy the disruption and resume the Campaign on a fair and equitable basis to the entrants.
- 5. MAB's decision on matters relating to the Campaign (including, but not limited to the selection of the Participants) shall be final and absolute. No discussion, correspondence, enquiry, appeal or challenge by any of the Participants in respect of any decision of MAB shall be entertained.



- 6. MAB, its affiliates, subsidiaries, agents, employees, representatives, retailers, distributors, dealers as well as its advertising, creative, media, digital, design and other creative agencies of MAB, shall not be liable for any loss or damage whatsoever suffered (including but not limited to loss of opportunities and any indirect or consequential losses) or personal injury suffered or sustained in connection with or arising from participation in this Campaign.
- 7. The Terms and Conditions of the Campaign shall be construed, governed and interpreted in accordance with the laws of Malaysia.
- 8. All rights and privileges herein granted to MAB are irrevocable and not subjected to rescission, restraint or injunction under any and all circumstances. Under no circumstances shall the Participant have the right to injunctive relief or to restrain or otherwise interfere with the organization of the Contest, the production, distribution, exhibition and/or exploitation of the Campaign and/or any product based on and/or derived from the Campaign.
- 9. MAB reserves the right at its absolute discretion to vary, delete or add to any of these Terms and Conditions without any prior notice.
- 10. These Terms and Conditions will prevail over any inconsistent terms, conditions, provisions or representations contained in any other promotional materials advertising the Campaign.
- 11. The main language of the Terms and Conditions shall be the English language. Any translation to any other language than English shall be for convenience only. Should there be any discrepancies between the English Terms & Conditions and the translated version, the English Terms & Conditions shall prevail.
- 12. By virtue of an entry to the Campaign, the Participants signify their absolute and unconditional acceptance and agreement to all the Terms and Conditions stipulated herein.
- 13. MAB reserves the right to cancel, terminate or suspend the Campaign without any prior notice. For the avoidance of doubt, any cancellation, termination or suspension by MAB of the Campaign shall not entitle the Participants to any claim or compensation against MAB, its agents and employees for any and all losses or damages suffered or incurred by the Participants as a direct or an indirect result of the act of cancellation, termination or suspension thereof.
- 14. MAB will not be held responsible for any typographical errors or misprint under these Terms and Conditions.