

GENERAL TERMS AND CONDITIONS

For “Scan&Shop” service use

(Hereinafter as “GTC”)

These GTC shall govern the conditions of “Scan&Shop” service use as well as the relationship between the customer and provider of this service, the company Tesco Stores (Malaysia) Sdn Bhd. (hereinafter as “Tesco”).

Before using the “Scan&Shop” service, please, read these GTC carefully. By using the “Scan&Shop” service you agree with the wording of the GTC and you agree to be bound by these GTC. If you do not agree to these GTC, please, do not use the “Scan&Shop” service.

1. Principle of “Scan&Shop” service

“Scan&Shop” service is a free of charge service that enables the customer to buy products in any Tesco retail network by using mobile phone application for scanning bar codes of the products, following by placement of scanned products into customer’s shopping bag and payment for the products after scanning the end-of trip QR code placed in cashier area.

2. Use of “Scan&Shop” service

“Scan&Shop” service may be used by any person older than 18 years of age that agrees with these GTC. “Scan&Shop” service is available for use as follows:

- if you wish to shop as a Clubcard holder, please, insert your Clubcard number by scanning the Clubcard code; or
- if you wish to shop as a non-Clubcard holder, please, simply choose the non-Clubcard option, take the mobile phone application and follow the instruction on the screen; and
- before you start shopping, you shall read and agree with terms and conditions placed on the entry screen by clicking a tick-box on the screen;
- you agree to scan and pay for all items which you take into cashier area (other than those items referred to in paragraph 4 of these GTC);
- by using the mobile application, you agree that the “Scan&Shop” service is the method by which you will carry out all of your shopping during your visit to Tesco store;
- in case you wish to do any additional shopping without using “Scan&Shop” service, you agree to pay for your entire “Scan&Shop” products prior to returning to Tesco store to do your additional shopping.
- you can pay for your products at cashier counter or through self-checkout counter by any payment method accepted in Tesco stores at the time of purchase.

These GTC are valid and effective as of 12/6/2019

3. Availability

Although Tesco aims to offer you the best service possible, Tesco makes no promises that the “Scan&Shop” service will meet all your requirements. Tesco cannot guarantee that the service will be fault free. If a fault occurs in the service you should report it to Tesco Helpline at 1300 13 1313 and we will attempt to correct the fault as soon as we reasonably can.

Your access to the “Scan&Shop” service may be occasionally restricted to allow for repairs, maintenance or the introduction of new facilities or services. Tesco will attempt to restore the service as soon as they reasonably can.

4. Difficulty Scanning Items

In the event you have any difficulties to scan a product, you agree that you will notify the cashier upon checkout so that the product can be correctly scanned and charged.

5. Random Verifications

Tesco routinely carries out random verification of customers using “Scan&Shop” service. This is a part of our service and does not imply any wrong doing on your part. You agree that your shopping may be re-scanned at any time when required.

Tesco reserves the right to refer any instance where we reasonably consider that there has been abuse of “Scan&Shop” service to the respective authorities.

6. Prices and Promotions

Please, note any deductions for promotions and coupons will register at the payment point before you pay the final bill for your purchase. The total price displayed on the mobile application is a guide and may differ from the actual saving deducted at the cashier area.

7. Data Protection

By using “Scan&Shop” service Tesco does not collect any data that could be considered as personal according to relevant applicable laws. If you use “Scan&Shop” service as a Clubcard holder, Tesco is able to connect your Clubcard account with your shopping using “Scan&Shop” service to enable you all benefits connected with your Clubcard membership.

8. Amendments

Tesco may update these GTC from time to time. The changes will apply to the use of the “Scan&Shop” service and you can find updated GTC placed in “Scan&Shop” area in print version or on screen in electronic version. If you do not wish to accept the new GTC you should not continue to use the “Scan&Shop” service. If you continue using “Scan&Shop” service after the date on which the change comes into effect, your use of the service indicates your agreement to be bound by the new GTC.

9. Miscellaneous

These GTC shall be governed by and construed in accordance with the applicable laws of the Malaysia and any disputes will be decided by the respective courts of the Malaysia.

If any provision of these GTC is found to be invalid, the invalidity of that provision will not affect the validity of the remaining provisions of these GTC, which shall remain in full force and effect.

Tesco shall not be responsible for any breach of these GTC caused by circumstances beyond its control.