

TMT Apple iPhone 17 Series & iPhone Air Terms & Conditions

Definition and Interpretation

- “TMT” refers to Thunder Match Technology Sdn. Bhd. (Company No.: 200101005756 [541512-U]), which business address is presently located at H-G-5 and H-G-6, Lorong Mahir 9, Connaught Avenue, Taman Bukit Cheras, 56000 Kuala Lumpur, trading under the name “TMT”.
- “Agreement” and “Terms and Conditions” refers to the official documentation, terms, and conditions outlined in the document herein, which comprehensively outlines the terms, and other essential details for the purchase and sale of Goods and Products in TMT retail stores. This Agreement serves as the governing document and establishes the rights, obligations, and expectations of the Customer, TMT, and any involved parties.
- “Goods” and “Products” encompasses the items, products, merchandise, and any associated parts supplied by TMT under these Terms and Conditions.
- “Customer” pertains to the individual or entity that accepts a quotation or sales offer from TMT for the sale of goods or whose order for goods is accepted by TMT.
- “Apple NPI” refers to the New Product Introduction by Apple, specifically encompassing the latest generation of Apple devices including the iPhone 17, iPhone 17 Pro, iPhone 17 Pro Max, and the iPhone Air series. These products are part of Apple’s newly launched lineup and are subject to limited availability, high demand, and specific sales policies as determined by Apple and TMT.
- “TMT.MT” refers to TMT’s official website with the link: <https://www.tmt.my> and shall include all its respective pages, subdomains, content, and any promotional or transactional sections hosted under the same domain.

Agreement and Consent to Terms and Conditions

- The terms and conditions detailed in this agreement, in conjunction with TMT official invoice (the “Invoice”) and quotation (the “Quotation”), collectively constitute the entire agreement between TMT and the Customer, and supersedes any prior agreements, understandings, assurances, or representations whether written or verbal. Any terms or conditions implied by law that are applicable to TMT are excluded, except as provided by common sense or equity. No variations to these terms and conditions will be effective unless expressly agreed in writing and signed by TMT.
- By placing an order, making a purchase, or otherwise engaging in business with TMT, this signifies that the Customer understands, acknowledges, agrees, and accepts the terms and conditions herein.
- In case non-English language version of this Contract is prepared and any dispute arises over the meaning of any provisions under this Contract, the English language version shall prevail, and the relevant part of the non-English language version shall be deemed to be automatically amended to conform with and be consistent with the English language.
- All decisions by TMT in regard to this Agreement program are final, conclusive and binding.

Amendments and Updates of Terms and Conditions

- TMT reserves the right to amend, modify, or update these Terms and Conditions at its sole discretion without prior notice.
- Any changes to these Terms and Conditions will become effective immediately upon posting on TMT's designated communication channels. TMT shall not be liable to provide any form of compensation to Customers in the event of such modifications. Such changes will overwrite any previous terms and will be legally binding.
- It is the responsibility of the Customer to review these Terms and Conditions periodically for any updates or amendments.
- By continuing to engage in business or otherwise interact with TMT after any modifications to the Terms and Conditions have been posted, the Customer acknowledges and agrees to abide by the revised Terms and Conditions.

Pricing and Payment

- The contract price for the product(s) is stated in the Invoice/Quotation. Any Goods and Services Tax (GST) or Sales Services Tax (SST) (if applicable) will be borne by the Customer. All payments must be made in Ringgit Malaysia (RM) as specified in the invoice with payment methods accepted by TMT.
- TMT accepts multiple payments ("Multi Payment") for a single Invoice, subject to a maximum of TWO (2) separate transactions of different types.
 - For example, Customer can use to complete an Invoice payment using a credit card and Buy Now Pay Later. Customers are not allowed to use 2 different bank cards for the Invoice.
 - Customers opting for Multi Payment must ensure that both payments are completed concurrently within the same day.
 - TMT shall not be held liable for any delays, discrepancies, or complications arising from partial payments beyond the permitted limit. Any deviation from this policy may result in the transaction being considered incomplete or invalid at TMT's sole discretion.
- In the event the Customer is opting to make payments via bank transfer, the Customer shall ensure that the payment is made exclusively to the bank account details provided in the official TMT invoice or quotation. Any payment made to a bank account not officially owned by TMT and not in accordance with the bank details provided in the invoice or quotation shall not be deemed as a valid payment.
- TMT shall not assume any responsibility or liability for funds transferred to accounts not officially owned by TMT. Customers are strongly advised to exercise due diligence in verifying the authenticity of the provided bank account details to prevent fraudulent transactions.
- Products purchased shall only be released to the Customer upon full and complete payment of the total amount stated in the invoice. TMT shall not be obligated to deliver or release any product(s) until payment is received in full, in accordance with the terms outlined herein.
- TMT reserves the right to take appropriate legal actions to recover any unpaid amounts and may consider the transaction null and void if payment is made to an unauthorized account. The customer shall

indemnify and hold TMT harmless from any losses, claims, or damages arising from non-compliance with these terms.

Local Tax Laws

- Any and all taxes, duties, levies, or charges imposed by any governmental authority in accordance with the prevailing local tax laws, regulations, or ordinances, must be borne solely by the Customer. These taxes may include, but are not limited to, sales tax, value-added tax (VAT), goods and services tax (GST), or any other applicable taxes. The amount of these taxes is subject to change in response to updates, amendments, or revisions to tax laws and regulations. The Customer is responsible for staying informed about such changes and for paying any increased tax amounts.

Inspection of Goods and Products

- Customers are required to inspect the goods immediately upon payment at the cashier counter. If any defects or damage are identified, the Customer must notify TMT contemporaneously and provide a receipt for the goods. Failure to do so will absolve TMT of any liability regarding such claims.
- Upon inspection and verification of the product's functionality and condition by the Customer, the Customer acknowledges that once the product is taken out of TMT's premises, it shall no longer be eligible for any further exchange or refund.
- The provisions of the first & second clause under "Inspection of Goods and Products" do not apply to goods designated by TMT as "demo units", or goods labelled as "special offer" or "sale" (or any similar terms used by TMT to denote goods below their Standard Retail Price). Customers must inspect all Clearance Goods immediately before the Invoice is issued, and acceptance of the Invoice implied that the Customer has found the Clearance Goods undamaged, in good working order, and satisfactory.

Title and Ownership

- Property and title in the goods remain with TMT until full payment for the goods is received in cash or via cleared funds.

TMT Thunder Surprise Blind Box

- Thunder Surprise Blind Box Mechanism**
 - The TMT Thunder Surprise Blind Box ("Thunder Surprise") is a complimentary limited-edition gift box ("Blind Box") for valid purchases of the Apple NPI product in TMT's Retail Store or TMT's official website, TMT.MY. Each Blind Box contains a random specific design which remains unknown until opened by the Customer.
 - Each purchase of ONE (1) unit of any Apple NPI product entitles the Customer to ONE (1) unit of the Thunder Surprise Blind Box.
 - The Thunder Surprise program features a total of SIX (6) Standard Designs and ONE (1) Hidden Secret Design. The number of bricks within each Blind Box varies depending on the design.

- The Hidden Secret Design is manufactured in limited quantities and may have lower odds of acquisition; receipt of this Design or any other personally preferred Designs are not guaranteed.
- Eligible Customers will be choosing their Blind Box at random and based purely on chance. Requests for specific designs or exchanges are strictly prohibited, regardless of preference or outcome.
- The Blind Box is intended for personal use ONLY and cannot be sold, traded or resold. The Thunder Surprise program is available while stocks last and is subject to TMT's discretion.
- Customers are encouraged to select and open their Blind Box carefully. Any Blind Box, whether opened or unopened, found damaged due to shaking. Mishandling or other aggressive treatment will not be replaced to the Customer. Exchanges due to change of mind or dissatisfaction with the design, once the Blind Box has been opened or removed from TMT's premises, will not be entertained.
- The actual colour, appearance, and contents of the Thunder Surprise Blind Box may vary slightly from the promotional visuals displayed in marketing materials. Variations may occur due to factors including but not limited to lighting conditions, screen display settings, and production differences.
- All visuals are provided for illustration purposes only and do not represent the exact item the Customer will receive. Exchanges or returns will not be accepted on the basis of colour discrepancies or differences in visual expectations.
- **Thunder Surprise Blind Box Collection**
 - Customers are only eligible to collect their Blind Box upon complete payment of their purchase with a valid TMT Invoice.
 - Customers who purchase Apple NPI products at eligible TMT retail outlets must collect their Blind Box immediately upon completion of payment at the store.
 - Customers who purchase online via TMT.MY may choose either to obtain their Blind Box via BOPIS (Buy Online Pick Up In Store) or delivered to their stated address during the Checkout process.
 - For online delivery, TMT will deliver a randomly selected Blind Box together with their Product upon full complete payment and a valid TMT Invoice.
 - TMT has the right to randomly assign any Blind Box available. Requests for specific designs or exchanges will not be entertained under any circumstances.
- **Thunder Surprise Blind Box Free Gift Redemption**
 - Certain Thunder Surprise Blind Box designs include one (1) random Free Gift item.
 - Free Gifts are fixed for the Standard Designs, while the Free Gift for the Hidden Secret Design may vary and is assigned purely by chance.
 - Free Gifts are randomly assigned and cannot be selected, exchanged, or redeemed for cash or any other form of compensation. TMT does not guarantee the inclusion of a Free Gift in every Blind Box.
 - For online delivery purchase, Customers are required to redeem online via TMT.MY and their Free Gift will be delivered to the same address on the Invoice. For BOPIS and TMT retail outlets purchases, Customers are required to redeem the gifts at the same outlet where the Apple NPI was purchased. For the avoidance of doubt, Customers must redeem their Free Gifts from the TMT outlet stated in the TMT Invoice.

- Free Gift redemptions must be made within thirty (30) calendar days from the purchase date stated on the TMT Invoice. Unredeemed gifts after this period will be considered forfeited and no further request for redemption will be entertained under any circumstances.
- Once a Free Gift has been successfully redeemed, the Customer is not eligible to redeem again for the same purchase. Repeat or duplicate redemptions are strictly prohibited.
- Any attempt to make a fraudulent redemption, including but not limited to duplicate claims, misrepresentation, or manipulation of invoice details, will be rejected by TMT at its sole discretion, and may result in disqualification from future promotions.
- TMT shall not be held liable for any loss, damage, delay, or failure in the redemption or delivery of Free Gifts due to circumstances beyond its control, including but not limited to courier issues, incorrect customer information, or mishandling after collection.
- The Free Gifts are provided without warranty of any kind, whether express or implied. TMT is not responsible for lost, stolen, or damaged Free Gifts once collected by the Customer. No replacements will be provided under any circumstances.
- TMT reserves the right to change or substitute the Free Gift with an item of comparable value, at its sole discretion and without prior notice.
- **Thunder Surprise Blind Box Exchange Policy**
 - To be eligible for an exchange due to a defective or incomplete item, Customers must notify TMT within THREE (3) calendar days of receiving the Blind Box. All request must be accompanied with a clear unboxing video showing the defect or missing components. Requests submitted without video evidence or after the 3-day period will not be entertained.
 - If the Blind Box item is confirmed to be defective or missing brick components, TMT will process the exchange on a one-to-one basis. Customers will receive a replacement Blind Box selected at random. Requests for specific designs or variations will not be entertained under any circumstances.
 - TMT shall not be held liable for any loss, damage, or dissatisfaction resulting from the design, contents, or randomness of the Blind Box.
 - Exchanges are strictly limited to verified defects or missing components and do not cover personal preferences, minor cosmetic variations, or colour differences.

TMT Bank Vouchers

- The Bank Vouchers are exclusively applicable to purchases of Apple NPI products made at TMT retail outlets only. The promotion is not applicable to online purchases or other sales channels.
- Each invoice is eligible for only one (1) claim/Invoice under this promotion, regardless of the number of items purchased.
- TMT Bank Vouchers are valid only for the purchase of accessories for Apple NPI but are not applicable to Apple NPI products itself.
- Bank Vouchers cannot be combined with other ongoing promotions or discounts applied to items sold at Standard Retail Price (SRP).
- The Bank Vouchers holds no cash value, are non-monetary and cannot be converted into cash. If the value of the selected item exceeds the voucher amount, the Customer is responsible for paying the difference.

If the value of the selected item is less than the voucher amount, the remaining balance is forfeited and cannot be refunded or carried forward.

- Vouchers must be redeemed on the same day they are issued. Unused vouchers will be considered void after the date of issuance and are non-transferable.
- Voucher quantities are limited and available on a first-come, first-served basis, subject to TMT's discretion. TMT reserves the right to adjust the value or terms of the Bank Voucher at any time without prior notice.

TMT Affordability Plan

- This promotion is exclusively applicable to purchases of Apple NPI products made at TMT retail outlets only. The promotion is not applicable to online purchases or other sales channels.
- Each invoice is eligible for only one (1) claim/Invoice under this promotion, regardless of the number of items purchased.
- Each credit or debit card and cardholder is eligible for only one (1) claim/Invoice throughout the duration of the promotion. Multiple claims using the same card are strictly prohibited.
- Customers must complete payment using their physical bank card. Contactless or wave-type payments (e.g., PayWave, Apple Pay, Samsung Pay, etc.) are not eligible for this promotion.
- Promotional discounts, vouchers, or rebates will be applied only upon successful verification of payment method and eligibility criteria. TMT reserves the right to reject claims that do not meet the stated requirements or appear to be duplicated.
- **Buy Now Pay Later ("BNPL")** payment methods are only for one (1) claim/Invoice throughout the duration of the promotion. The promotion is fulfilled by the BNPL Service Provider.
- All promotional offers are on a first-come, first-served basis, subject to stock availability, bank approval, and TMT's discretion. Once the promotion is fully redeemed or reaches the expiry of the promotion date, the promotion will cease automatically without further notice.
- The promotion is only valid following the official promotion period. In the event of stock delays beyond the promotion period, Customers acknowledge that they will not be eligible to redeem the promotion retroactively.
- TMT reserves the right to amend, suspend, or terminate the promotion at any time without prior notice or liability.

Purchase with Purchase ("PWP") Promotion

- The PWP promotion is available during the pre-order period of eligible Apple NPI products (12 September 2025 08:00PM MYT – 19 September 2025 07:59AM MYT). Walk-in purchases or post-launch purchases are not eligible for this offer.
 - PWP promotion is only available for purchases made in official TMT Outlets & TMT's official website TMT.MY.
 - The promotional price for Apple AirTag is exclusively applicable to purchases of iPhone 17 and iPhone Air models only.

- Each purchase of an Apple NPI product is entitled to only one (1) redemption under the PWP promotion. Customers may select only one (1) item per category from the following:
 - Apple Accessories
 - Apple Original Case
- All PWP promotional items are offered on a first-come, first-served basis, subject to stock availability and TMT's discretion. TMT does not guarantee availability of PWP items at all times and reserves the right to substitute, withdraw, or modify any promotional item without prior notice. Additionally, TMT reserves the right to change the promotional pricing of PWP items at any time, including during the promotion period, without obligation to honour previously advertised prices.

Mix & Match Promotion

- Each purchase of an Apple NPI product is entitled to only one (1) redemption under the Mix & Match promotion. Customers may select only one (1) item from each Group of products (Group A, B & C). The promotion is only available for purchases made in official TMT Outlets & TMT's official website TMT.MY.
- All Mix & Match promotional items are offered on a first-come, first-served basis, subject to stock availability and TMT's discretion. TMT does not guarantee availability of the items at all times and reserves the right to substitute or withdraw items without prior notice. Additionally, TMT reserves the right to change the promotional pricing of the Mix & Match promotion at any time, including during the promotion period, without obligation to honour previously advertised prices.

TMT Insure Promotion

- Each purchase of an Apple NPI product is entitled to only one (1) redemption of the TMT Insure promotion.
- All promotional items are offered on a first-come, first-served basis, subject to stock availability and TMT's discretion. TMT does not guarantee availability of the promotion at all times and reserves the right to substitute or withdraw items without prior notice. Additionally, TMT reserves the right to change the promotional pricing at any time, including during the promotion period, without obligation to honour previously advertised prices.
- For more information on TMT's Insure Policy, please visit: <https://www.tmt.my/pages/tmt-protection-plan>

Cancellation, Refunds and Returns

- All goods listed in the invoice are considered sold and are neither refundable nor returnable.
- A cancellation fee of 20% of the goods' price will be imposed for any cancellation of goods sold.
- TMT retains the unequivocal and absolute authority to decline any refund, return, or cancellation requests at its sole discretion. TMT's decisions in these matters are final and binding, with no obligation to provide justification.

Data Privacy and Protection

- TMT may collect, process, and store personal information about the Customer in compliance with applicable data protection laws. The Customer's information will be used solely for the purpose of the transaction and may be shared with third-party service providers or partners as necessary.
- By engaging in business with TMT, the Customer consent to and expressly authorise collection, receipt, use, retention, and transfer, in electronic or other form, of their personal data by TMT.
- The collected data will be utilised by TMT for one or more of the following purposes: provision of products and services, internal record and marketing, fraud prevention and security, compliance purposes and other related purposes. For more details regarding TMT's Privacy Policy, please visit <https://www.tmt.my/pages/pdpa>
- Upon submitting a warranty claim or requesting services including but not limited to repairs, replacement, installation, troubleshooting, upgrade, maintenance, consultation and/or recovery, as well as any other services that are similar in nature or within the same range of such services, the Customer agrees to remove or log out of any associated login credentials, accounts, personal information and/or data on the product in question. Failure to do so may result in delays in the service or warranty process, and the customer acknowledges that TMT is not liable for any issues arising from the retention of such information during and/or after the service or repair period.

Limitation of Liability

- In no event shall TMT, its directors, employees, or agents be liable for any direct, indirect, incidental, special, consequential, or punitive damages, or any loss of profits, revenues, or data, whether incurred directly or indirectly, or any loss of use, goodwill, or other intangible losses, arising out of or in connection with any products or services purchased at TMT outlets or sales channels, even if TMT has been advised of the possibility of such damages.
- Any liability for breach of condition or warranty, whether implied by law or otherwise, is limited to repair, replacement, or cost reimbursement as stated in applicable laws. The customer shall indemnify and hold TMT harmless from any losses, claims, or damages arising from non-compliance with these terms.
- TMT's total liability for any claims related to its products or services shall not exceed the total amount paid by the Customer for the specific product or service giving rise to the claim.
- By continuing to engage in business with TMT, Customers hereby willingly agree that they have relinquished their rights to seek these damages from TMT and that this is a reasonable allocation of risk.

Customer Default

- In case the Customer fails to comply with any terms herein, any deposit, advance payment, or pre-payment for the goods shall be forfeited to TMT. TMT may sell or dispose of the Goods as it deems fit, and any deficiency in price and associated expenses will be borne by the Customer.

Anti-Bribery and Anti-Corruption

- The Customer shall comply, and/or shall procure or ensure that its directors, employees, subcontractors, agents or other third parties, comply with all applicable anti-corruption laws and regulations and any relevant anti-corruption policies and documents provided by TMT and have in place adequate controls and procedures to prevent corruption.
- In the event of a breach by the Customer, TMT shall be fully entitled to terminate the Contract without any liability howsoever with written notice with immediate effect. The Customer shall hold TMT harmless from any cost, expenses, claim, liability, fine or penalty, as a result of any breach of this clause by the Customer, its directors, employees, subcontractors, agents, and/or anyone in connection with the Customer.

Force Majeure

- TMT is not liable for any failure or delay in performance resulting from events beyond its reasonable control, including but not limited to:
 - Natural disasters or acts of god
 - War, invasion, acts of foreign enemies, hostilities (whether declared or not), mutiny, insurrection, rebellion, revolution, conspiracy, military or usurped power, martial law, state of siege, seizure, confiscation, requisition, nationalization, destruction, or damage ordered by any government or public authority, as well as risks related to contraband or illegal transportation and trade
 - Acts of criminal breach of trust or act of cheating by any entity set out in the Penal Code
 - Acts of terrorism
 - Communicable Diseases or the fear or threat of any Communicable Diseases

Governing Law and Jurisdiction

- The laws of Malaysia shall govern the interpretation of these Conditions and any Contracts.
- The Customer agrees that the courts of Malaysia have jurisdiction to settle any claims or disputes arising from these Conditions or any Contracts.
- Any disputes arising from the application of these Terms and Conditions shall be resolved through negotiation and mediation. If mediation is unsuccessful, both parties agree to submit to the exclusive jurisdiction of the courts in Malaysia. The costs and fees associated with any dispute resolution, including but not limited to legal fees, mediation costs, and court-related expenses, shall be borne by the Customer and are not the responsibility of TMT.

Staff Actions

- Any advice or actions of TMT's staff that contradict these terms and conditions shall not alter the terms and conditions herein.

Duty of Disclosure

- Customers must take reasonable care to ensure that all the answers to the questions are full, complete, correct, and honest and to the best of the Customer's knowledge.

- Customers also have a duty to inform us of any changes in the information given to TMT.

Waiver and Severability

- The failure by TMT to enforce any of these Terms and Conditions shall not be considered a waiver of its right to enforce any other term or conditions in the future.
- If any provision in these Terms and Conditions is determined to be invalid or unenforceable by a court of law, such term shall be deleted, and the relevant Contract shall remain in full force and effect. TMT and the Customer will negotiate in good faith to agree on mutually acceptable alternative provisions to replace the deleted clause.

Miscellaneous

- This Agreement, together with all applicable Terms & Conditions published on www.tmt.my, shall constitute a single, unified and binding agreement between the Customer and TMT. All referenced documents, policies, and terms shall be read collectively and enforced as one comprehensive agreement, governing the Customer's interactions, purchases, and engagements with TMT.
- Words denoting the singular include where the context so admits the plural and vice versa.
- Words of the masculine gender include where the context so admits the feminine and neuter genders and vice versa.
- Words denoting natural persons include where the context so admits corporations and firms and vice versa.
- Any references to a specific statute include any statutory extension or modification amendment or re-enactment of such statute and any regulations or orders made under such statute and any general reference to "statute", or "statutes" includes any regulations or orders made under such statute or statutes.
- References in this Agreement to any clause, sub-clause, paragraph or schedule without further designation shall be construed as a reference to the clause, sub-clause, paragraph or schedule to this Agreement so numbered.
- Any reference to "law" shall be construed as to include, without limitation, any Act, ordinance, statutory or municipal, rule, regulation, ruling, decree or order enacted, issued or decreed by the Parliament of Malaysia, the Government of Malaysia or any bureau, minister, agency, courts, regulatory body, authority, legislative body or department thereof.
- Where the context so requires, the words "hereof", "herein", "hereto", "hereunder", "hereafter" wherever used shall refer to this Agreement as a whole and not to any particular provision only.