

Connect with The Gardens Mall (“Service”) on WhatsApp

Terms and Conditions

Agreement to comply

1. The access to or use of the Service is subject to these terms and conditions, including any variation that may be made thereto from time to time (collectively, “Conditions”). The person who accesses or uses any part of the Service shall, by his/her access or use, be deemed to have read, understood and agreed to be bound by the Conditions.
2. A person below the age of majority or of unsound mind who accesses or uses the Service or who provides any personal data, is required to obtain the prior consent of his/her parents/legal guardians. The parents/legal guardians of such person will be deemed to have read, understood and agreed to be bound by the Conditions and be regarded as the person who accesses or uses the Service and had consented to such provision of personal data.
3. A person who does not own or is not the registered holder of the device / telecommunications number that was used to access or use any part of WhatsApp is required to obtain the prior consent of the applicable owner or registered holder, including the prior consent for any provision of his/her personal data. The person whose name/particulars or whose device / telecommunications number was used to access or use any part of WhatsApp will also be deemed to have read, understood and agreed to be bound by the Conditions and be regarded as the person who accesses or uses the Service and had consented to any provision of his/her personal data.
4. The Conditions may be varied at any time and from time to time by the Management without prior notice and without any liability howsoever arising. Please visit <https://thegardensmall.com.my/wp-content/uploads/2019/03/TC-230119-clean-200219.pdf> continuously for any variation to the Conditions and/or for the latest Conditions.
5. If the person who accesses or uses any part of the Service does not agree to be bound by any of the Conditions, such person shall not access and/or use, and (where applicable) shall not permit the access and/or use of, any part of the Service.
6. A reference to a “person who accesses or uses the Service” or any similar expression shall, unless the context otherwise requires, include a reference to a person who is deemed as such pursuant to the Conditions.

Purpose of Service: Query and reply

7. The Service is made available on a goodwill and complimentary basis on the part of The Gardens Mall and the Related Entities and their respective Management, to facilitate a short response in writing on selected queries that may posed by visitors to The Gardens Mall at its concierge desk as received within the operation hours of The Gardens Mall (10:00 am - 10:00 pm on each business day of The Gardens Mall). Any query received after 10:00 pm will only be attended to on the next business day of The Gardens Mall.
8. The order and priority of reply to queries, and the manner and extent for a reply, as well as the time taken for a reply and the decision of whether or not to reply, shall be determined solely by the Management. Any reply may also be varied by the Management from time to time without prior notice and without any reason or liability howsoever arising. The person who accesses or uses the Service, as well as the person whose name/particulars or whose device / telecommunications number was used to access or use any part of WhatsApp, agrees to receive the reply and other matters or materials that may be communicated via the Service from time to time.
9. To facilitate a reply to a query, the query shall only be in writing (type-written in legible font) in Bahasa Malaysia or English language and, as far as it is possible, kept short yet grammatically correct, clear, accurate, complete and is not misleading or capable of being misunderstood. Where a reply is or appears to be incomplete, garbled, unclear or does not answer the intended query, the person who accesses or uses the Service shall seek clarification by issuing a follow-up query(ies). Apart from written communication as aforesaid, the Service does not support any query or reply via voice or video call or recording or through any other media or mode of communication.

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10. Any query, matter or material that is received by The Gardens Mall or its Management shall be deemed to have been permitted or issued by and binding upon the person who accesses or uses the Service. Without limiting the generality of the foregoing or the description of persons who has or who may be regarded as having access to or use of the Service, the person whose name/particulars or whose device / telecommunications number was used to access or use any part of WhatsApp and used for the query/communication, shall be deemed to be the person who permitted or issued the query/communication.
11. The reply to a query is intended only for the person who issued the query, and may not be transmitted, broadcasted, transferred, shared or otherwise disclosed to any other person, directly or indirectly, for any reason or purpose whatsoever.
12. The Service may be or become unavailable, suspended or terminated either to one or more or all persons who may access or use the Service, at any time and from time to time, and without prior notice and without any liability howsoever arising.

Costs and charges may apply

13. Although The Gardens Mall and the Related Entities do not impose a charge on the person who accesses or uses the Service, the access or use of the Service could attract charges and other sums that may be payable to and collected solely by a third party(ies), for example: a telecommunications or network service or infrastructure provider, a provider of utilities or other facilities, etc.. All such charges and other sums shall be borne in full by the person who accesses or uses the Service.

Dependence on third parties and compliance with third parties’ terms and conditions and applicable laws/regulations

14. The access to and use of the Service depend upon and are affected by factors or circumstances that are beyond the control of The Gardens Mall and the Related Entities and their respective Management and for which The Gardens Mall and the Related Entities and their respective Management shall have no liability whatsoever and howsoever arising (including negligence). This includes (without limitation) the risks of security, safety, reliability, delay, virus and otherwise in respect of telecommunications, utilities and other facilities, and the state, condition, compatibility, features and specification of the device/equipment, the telecommunications service, and other hardware or software that is/are used to access or use any part of WhatsApp or the Service.
15. The access to and use of the Service are also subject to terms and conditions determined or varied from time to time by third parties who may include (but not limited) the manufacturer of a device / equipment, the telecommunications, contents or network service or infrastructure provider and the owner/administrator/operator of WhatsApp. The person who accesses or uses the Service shall duly comply with such terms and conditions, and shall not do or allow anything to be done that may infringe or adversely affect the due compliance of any of such terms or conditions, or which may cause The Gardens Mall or any Related Entity or their respective Management to infringe or adversely affect or be in breach of any obligation, duty, covenant or otherwise that may be owing from time to time to any such third party(ies).
16. Laws or regulations concerning or which may affect the access or use of the Service from time to time shall also govern the access or use of the Service. The person who accesses or uses the Service shall duly comply with such laws and regulations and shall not do or allow anything to be done that may infringe or adversely affect the due compliance of any of such laws or regulations, or which may cause The Gardens Mall or any Related Entity or their respective Management to infringe or adversely affect or be in breach of any such laws or regulations.

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Property of and relation to the applicable Related Entity and/or third parties

17. The reply (including the contents therein) to a query may contain intellectual property and other rights or interests of a Related Entity and/or of a third party(ies); all such rights and interests shall at all times belong absolutely to the Related Entity or the third party(ies) concerned. The person who accesses or uses the Service shall not do or allow anything to be done that may infringe or adversely affect any of such right or interest of the Related Entity or the third party(ies) concerned, or which may cause The Gardens Mall or any Related Entity or their respective Management to infringe or adversely affect or be in breach of any obligation, duty, covenant or otherwise that may be owing from time to time to any such third party(ies).
18. The Gardens Mall and the Related Entities and their respective Management are not an agent or partner of, or in any joint venture or similar relationship whatsoever with, any third party(ies) that may be referred to in the reply to a query. Without limiting the generality of the foregoing, The Gardens Mall and the Related Entities and their respective Management do not make any representation, warranty, endorsement or recommendation on the quality, safety, suitability, satisfaction or otherwise of any good or service at or provided by the third party(ies); and the person who accesses or uses the Service shall waive/disclaim (and shall further ensure that persons claiming through or under such person or whom may be affected by the Service will waive/disclaim) all claims, complaints, liabilities, disputes, inconvenience, embarrassment, distress, injury, death or otherwise whatsoever and howsoever arising, including negligence, that may be suffered directly or indirectly.

Resolution of issues / disputes

19. The Management is entitled (but not obliged to) resolve and decide upon issues or disputes arising from or in connection with any part of the Service. Any such resolution or decision (including any variation, unavailability, suspension or termination of any part of the Service) shall be final, binding and conclusive upon the person who accesses or uses the Service and/or persons claiming through or under such person or whom may be affected by such issues, disputes, resolution or decision. The person who accesses or uses the Service shall indemnify and hold harmless The Gardens Mall and the Related Entities and their respective Management from and against all consequences whatsoever and howsoever arising in connection with the access or use of (or inability to access or use) the Service, and/or the aforesaid issues, disputes resolution and/or decision.
20. The laws of Malaysia shall apply in the interpretation of the Conditions and resolution of any dispute arising from the Conditions.
21. In the event any dispute is referred to any authority for resolution, the courts of Malaysia and (where applicable) other relevant authorities in Malaysia shall have exclusive jurisdiction to hear and resolve such dispute.

Indemnity

22. Without limiting the generality of the provisions of the other Conditions, the access and use of the Service and all matters related or incidental thereto shall be at the sole risk, cost and expense of the person who accesses or uses the Service.
23. Notwithstanding anything to the contrary, the person who accesses or uses any part of the Service shall (and shall ensure that any persons claiming through or under such person or whom may be affected by the Service will) indemnify, release and hold harmless The Gardens Mall and the Related Entities and their respective Management from and against:

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23.1 and further agree that The Gardens Mall and the Related Entities and the respective Management shall not be liable or obligated whatsoever for, any incident, accident, injury, death, casualty, loss or damage to any property or person or thing of whatsoever nature or kind, complaints, liabilities, disputes, inconvenience, embarrassment, distress, loss of business/income/profits, claims, proceedings, actions, investigations, inquiries, fines or other cost and expenses or otherwise (including negligence), whether consequential, special, pecuniary, punitive, directly or indirectly, arising from or in connection with such person’s access to or use of the Service.

23.2 all loss, damage, costs (including legal costs on a solicitor-client basis), claims, proceedings, actions, investigations, inquiries, liabilities, fines or other expenses whatsoever incurred or sustained or which may be incurred or sustained by The Gardens Mall or a Related Entity or their respective Management as a consequence of any breach or non-observance of the any part of the Conditions, any other act, default, omission or negligence of or which is attributable to such persons, and/or in the enforcement of any provision of the Conditions.

Miscellaneous

24. The expression “Management” means the directors, officers, employees, staff and/or representative of The Gardens Mall or of the respective Related Entities, as the case may be. The expression “Related Entities” or “Related Entity” means MTrustee Berhad (as trustee for IGB Real Estate Investment Trust) and/or any of the companies/entities that own, manage, operate or administer the affairs of or for The Gardens Mall (including without limitation the management, administration or operation of any part of the Service) or (where applicable) which is/are comprised in the group of companies of IGB Berhad (formerly known as Goldis Berhad).

25. Any part of the Conditions that is not enforceable shall be severed from these terms and conditions, and the remaining parts thereof shall remain in full force and effect.

26. No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Conditions or any part thereof.

27. Personal Data Protection Act 2010 / Akta Perlindungan Data Peribadi 2010 (“PDPA”) – Privacy Policy and Notice

27.1	For purposes of the Conditions, the expression “personal data” shall bear the meaning as defined by the PDPA, and includes “sensitive personal data” (as also defined by the PDPA).	Dalam Syarat-syarat (Conditions) ini, ungkapan “data peribadi” mempunyai maksud seperti yang ditakrif oleh PDPA dan meliputi “data peribadi sensitif” (seperti yang ditakrif oleh PDPA).
27.2	Where applicable, and in relation to any personal data that may have been or may from time to time hereafter be provided by or on behalf of such provider of personal data and/or obtained independently by The Gardens Mall or the Related Entities from other lawful sources (if any) in connection with a commercial transaction: - 27.2.1 the data provider covenants that the provider of such personal data has acknowledged, confirmed and consented to, and 27.2.2 the data provider hereby acknowledges, confirms and consents to, The Gardens Mall and the Related Entities collecting, recording, holding, storing, using, dealing with and otherwise processing such personal data, for any of the following purposes:- (i) for The Gardens Mall’s or the Related Entities’ record-keeping in the ordinary course of its business; (ii) to administer and give effect to the commercial transaction and the management and/or enforcement thereof, and to contact and communicate with the data provider and/or such other person(s), entity(ies) or company(ies) as represented by the data provider;	Di mana berkaitan, dan berhubung sebarang data peribadi yang telah atau mungkin dari masa ke semasa diberi oleh atau bagi pihak pemberi data peribadi dan/atau yang didapati secara bebas oleh The Gardens Mall atau Related Entities dari sumber-sumber lain yang sah (sekiranya ada) yang berkaitan dengan transaksi komersial ini:- 27.2.1 pemberi data berwaad bahawa pemberi data peribadi tersebut telah mengakui, mengesahkan dan bersetuju terhadap, dan 27.2.2 pemberi data peribadi tersebut mengakui, mengesahkan dan bersetuju terhadap, The Gardens Mall dan Related Entities memungut, merekod, memegang, menggunakan, mengendalikan, berurusan dengan dan memproses dengan apa cara data peribadi tersebut bagi sebarang tujuan yang berikut:- (i) rekod simpanan dalam urusan biasa perniagaannya; (ii) untuk mengendalikan dan memberi kesan kepada transaksi komersial dan pengurusan dan/atau penguatkuasaannya, dan berhubung dan berkomunikasi dengan pemberi data dan/atau organisasi dan/atau orang lain atau syarikat yang diwakili oleh pemberi data;

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<p>(iii) to enable The Gardens Mall or the Related Entities to inform the data provider and/or such other person(s), entity(ies) or company(ies) represented by the data provider regarding The Gardens Mall’s or a Related Entity’s products, services, upcoming events, promotions, advertising, marketing and commercial materials (including emails, SMS or other means) and/or to be used in, to provide and/or to improve the services of The Gardens Mall or a Related Entity, analysing consumption patterns and choices, market surveys, processing invoices and payments (including card payments) and providing other services to enhance and support the relationship of the data provider and/or such other person(s), entity(ies) or company(ies) represented by the data provider;</p> <p>(iv) to enable The Gardens Mall’s or the Related Entities’ compliance with its obligations under any law, rule, regulation, by-law, order, guideline, directive, policy and such other requirements in force and as amended from time to time relating to the commercial transaction and/or relating to the conduct of the business or activities of The Gardens Mall or the Related Entities, including (without limitation) those that pertain to the access to or use of WhatsApp.</p>	<p>(iii) untuk membolehkan The Gardens Mall dan Related Entities memaklumkan pemberi data dan/atau orang lain, entiti atau syarikat yang diwakili oleh pemberi data tentang produk, perkhidmatan, acara yang akan datang, promosi, iklan, pemasaran dan bahan-bahan komersial (termasuk e-mel, SMS atau cara-cara lain) dan/atau untuk digunakan, memberi dan/atau memperbaiki perkhidmatan The Gardens Mall atau suatu Related Entity, analisis corak penggunaan dan pilihan, kajian pasaran, proses invois dan bayaran (termasuk bayaran dengan kad) dan memberi perkhidmatan lain untuk meningkatkan dan menyokong hubungan antara pemberi data dan/atau orang lain, entiti atau syarikat yang diwakili oleh pemberi data;</p> <p>(iv) untuk membolehkan The Gardens Mall dan Related Entities mematuhi kewajipan di bawah sebarang undang-undang, rukun, peraturan, undang-undang kecil, perintah, garis petunjuk, surat arahan, polisi, dan lain-lain kehendak yang berkuatkuasa dari masa ke semasa termasuk pindaan dari masa ke semasa berkaitan dengan transaksi komersial dan/atau berkaitan dengan kelakuan perniagaan atau aktiviti-aktiviti The Gardens Mall dan Related Entities, termasuk (tanpa had) peraturan dan lain-lain kehendak berkenaan akses kepada atau penggunaan WhatsApp.</p>
<p>The data provider and/or such other person(s), entity(ies) or company(ies) represented by the data provider respectively referred to above further acknowledge that information given or the request made by the data provider and/or such other person(s), entity(ies) or company(ies) represented by the data provider leading to the provision of any personal data is sufficient, accurate, complete and not misleading, and that such personal data is provided voluntarily and is necessary for the purposes set out above.</p>	<p>Pemberi data dan/atau orang lain, entiti atau syarikat yang diwakili oleh pemberi data yang dirujuk di atas mengakui bahawa maklumat yang diberi atau permintaan oleh pemberi data dan/atau orang lain, entiti atau syarikat yang diwakili oleh pemberi data yang membawa kepada pemberian sebarang data peribadi adalah mencukupi, tepat, lengkap dan tidak mengelirukan dan sebarang data peribadi yang diberi adalah secara sukarela dan adalah diperlukan untuk tujuan di atas.</p>
<p>27.3 Where personal data is requested, the data provider and/or such other person(s), entity(ies) or company(ies) represented by the data provider has the option not to provide additional information requested other than the information which The Gardens Mall or a Related Entity has indicated as necessary to facilitate the commercial transaction. If data provider does not complete the required fields for itself or on behalf of such other person(s), entity(ies) or company(ies) represented by the data provider as the case may be, The Gardens Mall or a Related Entity will not be able to offer the services and/or fulfill the request of data provider and/or such other person(s), entity(ies) or company(ies) represented by the data provider.</p>	<p>Di mana data peribadi diminta, pemberi data dan/atau orang lain, entiti atau syarikat yang diwakili oleh pemberi data mempunyai pilihan untuk tidak memberi maklumat tambahan diminta selain daripada maklumat di mana The Gardens Mall atau suatu Related Entity menunjukkan adalah perlu untuk memudahkan transaksi komersial. Jika pemberi data tidak melengkapkan bidang yang dihendaki untuk sendiri atau untuk pihak orang lain, entiti atau syarikat yang diwakili oleh pemberi data mengikut mana yang berkenaan, The Gardens Mall atau suatu Related Entity tidak dapat memberi servis dan/atau memenuhi permintaan pemberi data dan/atau orang lain, entiti atau syarikat yang diwakili oleh pemberi data.</p>
<p>27.4 In connection with the purposes above, The Gardens Mall and the Related Entities are hereby permitted to disclose such personal data to the authorities, and to their respective successors in title/interest, sponsors, advertisers, solicitors, insurers, adjusters, other advisers, suppliers, contractors and/or service providers, affiliates and partners, some of whom may be outside Malaysia, who may undertake administrative, management and operational functions for or on behalf of The Gardens Mall and any of the Related Entities or otherwise in respect of or arising from the commercial transaction or to support sales, marketing, promotion and/or advertising efforts. The foregoing includes (without limitation) disclosure to the owner/administrator/operator of WhatsApp, whom may be outside Malaysia, and in relation thereto, WhatsApp’s applicable terms and conditions from time to time in relation to disclosure, use, handling and other processing of personal data shall also apply.</p>	<p>Berhubung tujuan-tujuan yang dinyatakan di atas, The Gardens Mall dan Related Entities adalah dibenarkan untuk mendedahkan data peribadi tersebut kepada pihak-pihak berkuasa, dan kepada pengganti kepentingan, penaja, pengiklan, penguamcara, syarikat insuran, penyelaras (adjusters), lain-lain penasihat, pembekal, kontraktor dan pemberi perkhidmatan yang bertindak untuk The Gardens Mall atau sebarang Related Entities, yang mungkin berada di luar negara Malaysia yang mengendalikan kerja-kerja pentadbiran, pengurusan yang tertentu dan fungsi-fungsi operasi atau sebagainya untuk atau bagi pihak The Gardens Mall atau sebarang Related Entities yang berkenaan dengan atau yang timbul dari transaksi komersial ini atau menyokong jualan, pemasaran, promosi dan/atau pengiklanan. Ini termasuk (tanpa had) pendedahan kepada pemilik/pentadbir/pengendali WhatsApp, yang mungkin berada di luar negara Malaysia, dan berkenaan ini, terma dan syarat WhatsApp dari masa ke semasa berhubung pendedahan, penggunaan, pengurusan dan lain-lain pengendalian data peribadi juga terpakai.</p>
<p>27.5 In the event of a sale of business, disposal, acquisition, merger or reorganisation involving the company/organisation or the assets of The Gardens Mall or a Related Entity to another party, personal data may be required to be disclosed and/or transferred to the other party as part of the process of sale, disposal, acquisition, merger or reorganisation. The data provider acknowledges and covenants that the provider of such personal data has acknowledged, confirmed and consented that such disclosure and transfer may occur and hereby permit The Gardens Mall and the Related Entities to release the personal data to the other party and its advisers and representatives and that the other party has the provider’s consent to process such personal data.</p>	<p>Dalam keadaan jualan perniagaan, pelupusan, ambalalih, gabungan atau susunan semula yang melibatkan The Gardens Mall atau suatu Related Entity atau asetnya kepada pihak lain, data peribadi mungkin perlu untuk didedahkan dan/atau dipindah kepada orang lain sebagai sebahagian proses jualan, pelupusan, ambalalih, gabungan atau susunan semula. Pemberi data mengakui dan berwaad bahawa pemberi data peribadi mengakui, mengesahkan dan bersetuju kepada The Gardens Mall dan Related Entities bahawa pendedahan dan pindahan mungkin berlaku dan membenarkan The Gardens Mall dan Related Entities untuk mendedahkan data peribadi kepada pihak lain dan penasihat dan wakil dan pihak lain yang mempunyai persetujuan daripada pemberi untuk memproses data peribadi.</p>
<p>27.6 The provider of such personal data may request in writing for access to and to request for correction of personal data in accordance with the PDPA. In the event of such request, or if the provider of such personal data has an inquiry or complaint in respect of the handling of such personal data, the provider can contact The Gardens Mall or the Related Entities concerned at Level 31, The Gardens South Tower, Mid Valley City, Lingkaran Syed Putra, 59200 Kuala Lumpur (Tel: 03-22871181; Fax: 03-22871189).</p>	<p>Pemberi data peribadi tersebut boleh meminta secara bertulis akses kepada dan untuk meminta pembetulan terhadap data peribadi menurut peruntukan-peruntukan PDPA. Untuk membuat permintaan tersebut, atau sekiranya pemberi data peribadi tersebut mempunyai sebarang pertanyaan atau aduan berhubung cara pengendalian data peribadi tersebut, pemberi tersebut boleh menghubungi The Gardens Mall atau Related Entities yang berkenaan di Level 31, The Gardens South Tower, Mid Valley City, Lingkaran Syed Putra, 59200 Kuala Lumpur (Tel: 03-22871181; Faks: 03-22871189).</p>
<p>27.7 In the event of any inconsistency between the English version and the Bahasa Malaysia version of the PDP clauses, the English version shall prevail over the Bahasa Malaysia version.</p>	<p>Sekiranya terdapat sebarang ketidakteraturan di antara versi Bahasa Inggeris dan Bahasa Malaysia klausa PDP ini, maka versi Bahasa Inggeris akan mengatasi versi Bahasa Malaysia.</p>