

TERMS AND CONDITIONS OF MERCHANTRADE MONEY VISA PREPAID CARD 10% HOTEL CASH BACK CAMPAIGN

Merchantrade Money Visa Prepaid Card 10% Hotel Cash Back Campaign (hereinafter referred as the “Campaign”) is subject to following terms and conditions: -

A. ORGANIZER

The Campaign is organised by Merchantrade Asia Sdn Bhd (410591-T) (hereinafter referred interchangeably as “Merchantrade” of “Organizer”).

B. CAMPAIGN PERIOD

The Campaign shall run from 00:00 hours (MYT) on 1st April 2019 until 23:59 hours (MYT) on the 30th April 2019 (“Campaign Period”).

C. ELIGIBILITY CRITERIA

The Campaign is open to all Merchantrade Money Visa Prepaid Card (hereinafter referred as “MVPC”) Cardholder(s). MVPC Cardholder(s) whose accounts have been suspended, cancelled or terminated before, during or after Campaign Period are **NOT** entitled to participate in this Campaign.

D. CAMPAIGN MEHCANISM

1. MVPC Cardholder(s) are entitled to receive a TEN percent (10%) Cash Back for every transaction spent on accommodation during Campaign Period (hereinafter referred as “Eligible Transaction(s)”) subject to the following requirement:
 - (i) Eligible Transaction(s) must appear on the April monthly Statement
 - (ii) Eligible Transaction(s) must be made using MVPC at accommodation merchants under the following Merchant Category Codes (hereinafter referred as “MCC”):

Merchant Category Code (MCC)	Description
3501 – 3836	Lodging – Hotels, Motels, Resorts
4722	Agoda, Booking.com, Expedia, Hostel World, Hotels.com, Traveloka and Trip.com
7011	Lodging – Hotels, Motels, Resorts, Central Reservation Services (not elsewhere classified)

2. The assignment of Merchant Category and the Merchant Category Code for each merchant is subject to classification by the respective acquiring banks and it is the responsibility of the particular acquiring bank to assign the correct Merchant Category and Merchant Category Code. Merchantrade shall not be held responsible for any incorrect or different assignment of the Merchant Category and Merchant Category Code that may result in non-posting of the Cash Back for transactions on accommodation at the eligible merchants. MVPC Cardholder(s) shall not be entitled to claim for any compensation against Merchantrade for such non-posting of the Cash Back due to

incorrect or different assignment of the Merchant Category by the respective merchant's acquiring bank.

- The Cashback is capped at a maximum of Ringgit Malaysia Two Hundred (RM200.00) (hereinafter referred as "Capped Amount") per MVPC Cardholder during Campaign Period. Every subsequent transaction through MVPC beyond the Capped Amount will not be awarded with the Cash Back as illustrated in Table A.

Table A: The Cash Back is accumulated based on total transaction amount during Campaign Period and is awarded based on the following illustration:

Customer	Total transaction amount during Campaign Period (RM)	Calculation of 10% (RM)	Cash Back to be awarded (RM)	Remarks
A	RM 1,500	RM 1,500 x 10% = RM 150	RM 150	
B	RM 2,000	RM 2,000 x 10% = RM 200	RM 200	
C	RM 2,500	RM 2,500 x 10% = RM 250	RM 200	Cash Back is capped at maximum RM 200.

- Merchantrade shall have the sole and absolute discretion to determine the exchange rate for the purpose of determining the Cashback payable. Cashback will only be affected in Malaysia Ringgit, Such Cashback will be credited to the MVPC Cardholders(s) account who made the purchase and it is non-transferable.
- The Cashback will be credited into the MVPC Cardholder(s) account within SIX (6) weeks after the end of Campaign Period as illustrated in Table B.

Table B

Campaign Period	Date of crediting Cash Back
00:00 hours (MYT) on 1 st April 2019 – 23:59 hours (MYT) on the 30 th April 2019	By 11 th June 2019

- Merchantrade will not be liable for any delay in crediting of the Cash Back earned.
- The Cash Back under this Campaign shall not be awarded for the following transactions:
 - Refunded, disputed, unsuccessful, reversed, unauthorised, fraudulent or unlawful transactions;
 - Pre-authorisation;
 - Fees and charges in association with transaction;
 - Mail Order Telephone Order (MOTO)/Auto Debit;

8. The Cash Back will be allocated on a first-come, first serve basis subject to the Total Cash Back Amount. Merchantrade does not have any obligation to inform the MVPC Cardholder(s) should the Total Cash Back Amount allocation be fully utilised.
9. To ascertain whether or not a particular MVPC Cardholder(s) has carried out any Eligible Transaction(s) as set out in clause D (1) within the Campaign Period, Merchantrade shall rely upon the transaction date (the actual date of transaction based on Malaysian date and time). Merchantrade's records of transactions in the event of any dispute will be deemed to be final and conclusive.
10. If at the time of crediting the Cash Back, the MVPC Cardholder(s) card is found to have been cancelled or terminated for any reason whatsoever, the Cash Back amount will be forfeited. Such forfeiture shall also apply if the Eligible Transaction(s) which have been reversed/cancelled/refunded during or after the Campaign Period for any reason whatsoever.

E. OTHER TERMS

1. In addition to the terms and conditions hereunder, the MVPC Cardholder(s) shall be bound by the terms and conditions of the MVPC Agreement.
2. Organizer is not and shall not be held responsible for any delay, error or any other problems in the operation of the Campaign caused by or arising from breakdown, technical malfunction of any computer online system, servers or providers, computer equipment, software and/or at any web site or the telecommunications service or a combination thereof, including injury or damage to you or to any other person's computer or mobile phone related to and/or resulting from participating or downloading materials in or in connection with the Campaign.
3. In no event will the Organizer and their respective affiliates, subsidiaries and related companies, their respective advertising or promotion agencies or their respective officers, directors, employees, members, shareholders, attorneys, representatives and agents (collectively, "Affiliates"), be responsible or liable for any damages or losses of any kind, including but not limited to direct, indirect, incidental, consequential, special or punitive damages arising out of your entry in the Campaign. By participating in the Campaign, you hereby release and agree to hold harmless the Organizer and their Affiliates from and against any and all rights, demands, claims, causes of action, losses, damages, costs and expenses whatsoever that they may have, or which may arise, whether in whole or in part, and whether directly or indirectly.
4. The Organizer and their Affiliates make no warranty of any kind, either express or implied, including but not limited to, the implied warranties of merchantability or fitness for a particular purpose.

5. Notwithstanding any of the foregoing, the Organizer reserves the right as it deems fit to vary or change, cancel, terminate, withdraw, or suspend the Campaign and/or replace the Campaign with another similar campaign, or program with prior notice. Such variation, changes, cancellation, termination, withdrawal or suspension will be notified by posting on the Organizer's Website <https://merchantrademoney.com/news-promotions/> or in any other manner as the Organizer deems fit. In this respect, you signify your agreement to access the Website at regular intervals to view to ensure that you keep up-to-date with any variations or changes which the Organizer may affect from time to time. You also agree that your participation in the Campaign will constitute your acceptance of the terms hereunder (as varied from time to time). Any cancellation, termination, withdrawal or suspension by the Organizer of the Campaign will not entitle you to any compensation against the Organizer for any losses or damages that you may suffer or incur as a direct or indirect result of the act of cancellation, termination, withdrawal or suspension of the Campaign.

6. The Campaign and terms hereunder are governed by the laws of Malaysia.