

## **TERMS AND CONDITIONS OF DELIVEREAT X MERCHANTRADE MONEY “LET’S MAKAN” CAMPAIGN**

DeliverEat x Merchantrade Money “Let’s Makan” campaign (hereinafter referred as the “Campaign”) is subject to following terms and conditions: -

### **A. ORGANIZER**

Campaign is organised by DeliverEat Sdn Bhd and Merchantrade Asia Sdn Bhd (410591-T) (hereinafter referred to as “Organizer”).

### **B. CAMPAIGN PERIOD**

Campaign starts from 00:00 hours (MYT) on 1 September 2019 until 23:59 hours (MYT) on the 31 October 2019 (“Campaign Period”).

### **C. ELIGIBILITY CRITERIA**

Campaign is open to all Merchantrade Money Visa prepaid card (hereinafter referred as “MVP”) cardholder(s). MVP cardholder(s) whose accounts have been suspended, cancelled or terminated before, during campaign period are not entitled to participate in the campaign.

### **D. CAMPAIGN MEHCANISM**

1. Get RM15 off with “MMDE15” for new-to-DeliverEat customers or get RM10 off with “MMDE10” for existing DeliverEat customers.
2. The voucher codes are only applicable via DeliverEat website and mobile application.
3. Apply the voucher code upon checkout with a minimum order of RM25 (excluding delivery fee).
4. The voucher codes are only applicable to DeliverEat delivery areas in Klang Valley and Penang only. Please refer DeliverEat coverage area at [www.delivereat.my](http://www.delivereat.my). Click on "Show Coverage Maps" to view DevlierEat’s coverage area. Navigate between different states to view covered delivery area.
5. The voucher codes are valid from 1 September 2019 until 31 October 2019 only.
6. The voucher codes are not exchangeable or refundable for cash.
7. Organizer reserves the right to amend the terms and conditions at its absolute discretion without prior notice.
8. Operating hours start from 10:30am to 9.00pm daily.

### **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, failure of e-mail on account of technical problems and/or traffic congestion on the Internet 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, acceptance and/or use of the Referral Reward(s) or your

participation in any Campaign related activity. 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. You assume all risks and liability in connection with and associated to the use of the Reward(s).
5. Personal information or any data (including images) (“Data”) collected or received from you may be used by the Organizer, and/or their respective agents and agencies for the purposes of administering the Campaign. The Data may also be used to (a) conduct a background check on your identity and verify your eligibility to participate in the Campaign and receive the Reward(s). By participating in the Campaign, you explicitly allow the Organizer, and/or their respective agents and agencies to contact you via e-mail, telephone, short messaging service and other means regarding the Campaign. The Organizer values all personal information received and shall not disclose or furnish your personal information to any unrelated third parties (save for their respective agents and agencies for the purposes of the Campaign or where required by law).
6. 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 page <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.
7. The Campaign and terms hereunder are governed by the laws of Malaysia.