

## **“dimsum for less with VISA!”**

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING IN THE PROGRAM AS THEY CONTAIN BINDING LEGAL TERM AND OBLIGATIONS INCLUDING LIMITATIONS OR EXCLUSION OF THE ORGANISERS’ LIABILITY. BY PARTIPATING IN THIS PROGRAM, YOU ARE DEEMED TO HAVE FULLY READ, UNDERSTOOD AND AGREED TO THE TERMS AND CONDITIONS GOVERNING THIS PROGRAM.

IF YOU DO NOT AGREE TO ANY OF THESE TERMS AND CONDITIONS, YOU MUST NOT PROCEED TO PARTICIPATE IN THE PROGRAM.

### **Terms and conditions**

1. The **“dimsum for less with VISA!” (“Program”)** is held in joint promotion with SMG ENTERTAINMENT SDN. BHD. (**“dimsum”**) and Visa International (Asia Pacific) LLC – Malaysia Representative Office (**“Visa”**) (collectively, the **“Organisers”**). The Program is open to all new and existing principal and supplementary cardholder(s) of Visa Credit, Debit and Prepaid card issued in Malaysia, Singapore and Brunei by any authorized financial institution (**“Visa card”**)(each a **“Participant”** and collectively **“Participants”**).
2. The following categories of persons are NOT eligible to participate in the Program: (a) Permanent and/or contract employees of the Organisers and/or their Affiliates and/or their Related Companies (**“Affiliates”** and **“Related Companies”** shall refer to the Organisers’ subsidiaries, holding companies and subsidiaries of such holding companies) and their Immediate Family Members (**“Immediate Family Members”** shall refer to spouses, parents, siblings or children); and (b) third party service providers of the Organisers (including without limitation to their advertising agencies, suppliers etc.), their permanent and/or contract employees, and their Immediate Family Members.
3. The Program is not applicable with other ongoing promotions.
4. 30 days free trial is only applicable for first time dimsum users.
5. The program period shall commence from **9<sup>th</sup> Oct 2019 to 6<sup>th</sup> October 2020**, both dates of which are inclusive in the program period (**“Program Period”**).
6. Any transaction that is reversed or cancelled shall be excluded from eligibility in the Program.
7. The Organisers reserve the right to vary, modify, add, delete and/or amend any of the Terms and Conditions herein at any time at their absolute discretion without any prior notice. Any new or amended Terms and Conditions shall supersede the existing Terms and Conditions with immediate effect. The Participants shall not be entitled to claim any compensation from the Organisers for any and all losses and/or damages suffered or incurred as a direct or indirect result of any of the foregoing acts by the Organisers.
8. The invalidity, illegality or unenforceability of any term herein shall not affect or impair the continuation in force of the remainder of the Terms and Conditions of this Program which will remain in full force and effect.
9. The Terms and Conditions of this Program shall be governed by and construed in accordance with the laws of Malaysia.

10. The Organisers shall be the final authority to decide on the interpretation of the Terms and Conditions herein and as to any other matters relating to the Program.

#### **Disclaimer**

1. By participating in the Program, all Participants agree and acknowledge that all intellectual property rights thereto shall belong to the Organisers and/or their sponsor(s) respectively and/or their respective affiliated and related companies, as the case may be.
2. By participating in the Program, all Participants agree and consent to the collection, use, processing, transfer across borders and/or disclosure of their personal data by the Organisers, their sponsor(s), agencies and/or their respective affiliated and related companies for the purposes of any advertising, promotion, event or publicity in any form or media in any manner and any time that the Organisers deem fit ("Publication") for and in relation to the Program without any prior notice to the Participants. This includes, without limitation, the Participants' names, photographs, images or likeness. The Participants shall not be entitled to claim any ownership and/or other forms of compensation for such Publication.
3. The Organisers, their sponsor(s) and/or agencies (including their respective affiliated and related companies) shall not be held responsible and/or answerable to any direct, indirect, incidental, consequential or punitive damages, losses or whatsoever liabilities that arise from any Publication including but not limited to the posting of the same on the Organisers' and/or their sponsors' websites and/or social media pages, including without limitation to Facebook.

#### **PRIVACY NOTICE PURSUANT TO PERSONAL DATA PROTECTION ACT 2010**

By participating in the Program, and in compliance with the laws of Malaysia, the Participants hereby consent and authorise the Organisers to collect, use, process, transfer across borders and/or disclose their personal data to any third party for the purposes of running the "dimsum for less with VISA! Program. Any withdrawal of the Participants' consent given shall be made in writing and received by SMG ENTERTAINMENT SDN. BHD. at [contactus@dimsum.my](mailto:contactus@dimsum.my) or at Level 6, Menara Star, 15 Jalan 16/11, Section 16, 46350 Petaling Jaya, Selangor Darul Ehsan, Malaysia/ dimsum customer support website before the expiry of the Program Period and in such event, the Participants shall be deemed to have withdrawn from this Program. The Participants have the right to request access to and to request correction of the relevant Participant's personal data. Nothing herein contained shall limit the rights of any Participant under the Personal Data Protection Act, 2010. Click here (<https://www.dimsum.my/privacy>) to view the full Privacy Policies of the Organisers.

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