

TERMS AND CONDITIONS OF MERCHANTRADE MONEY & REVPAY FOR TAOBAO 12.12 2019 CAMPAIGN

Merchantrade Money & revPay for Taobao 12.12 2019 Campaign (hereinafter referred as the “Campaign”) is subject to following terms and conditions: -

1. ORGANIZER

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

2. CAMPAIGN PERIOD

The Campaign shall run from 00:00 hours (MYT) until 23:59 hours (MYT) on 12 December 2019 (“Campaign Period”).

3. ELIGIBILITY CRITERIA

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

4. CAMPAIGN MEHCANISM

1. MVP Cardholder(s) are entitled to enjoy 12% cashback with a minimum single transaction of Ringgit Malaysia Five Hundred (RM 500) on Taobao (desktop version) checkout via revPay with MVPC during Campaign Period (hereinafter referred as “Eligible Transaction(s)”).
 - i. Transact a minimum of RM500 in a single transaction during campaign period on Taobao (desktop version) with Merchantrade Money VISA prepaid card via revPay
 - ii. A maximum of RM120 is capped for each cardholder on the total eligible cashback
 - iii. Only eligible for one day on 12 December 2019 only and with the criteria of abovementioned
2. Cash back will be credited to eligible cardholders’ card within 45 days after campaign ended.
3. Merchantrade shall have the sole and absolute discretion to determine any 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.
4. Merchantrade will not be liable for any delay in crediting of the Cashback earned.

5. The Cashback 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;
6. To ascertain whether or not a particular MVPC Cardholder(s) has carried out any Eligible Transaction(s) 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.
7. If at the time of crediting the cashback, the MVPC Cardholder(s) card is found to have been cancelled or terminated for any reason whatsoever, the Cashback 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.

5. 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. 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 <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.