

TERMS AND CONDITIONS OF SPEND & SEND WITH MERCHANTRADE MONEY

Spend & Send Merchanttrade Money Campaign (“Campaign”) is subject to following terms and conditions: -

1. **Organizer**

This Campaign is organised by Merchanttrade Asia Sdn. Bhd. (410591-T) (“Merchanttrade”).

2. **Campaign Period**

This Campaign shall run from 00:00 hours (MYT) on 28th December 2020 until 23:59 hours (MYT) on the 3rd January 2021 (“Campaign Period”).

3. **Eligibility**

3.1 This Campaign is open to all existing Merchanttrade Money Visa Prepaid Cardholders (“MM Cardholders”) having RM10k or RM20K wallet size (hereafter referred to as “Eligible Customer(s”).

3.2 For the avoidance of doubt, the following persons are **NOT** eligible to participate in this Campaign: -

3.2.1 All employees (including permanent, contract or temporary staff) of Merchanttrade, Merchanttrade’s subsidiaries and Merchanttrade related companies;

3.2.2 MM Cardholders with RM3k wallet size;

3.2.3 MM Cardholders whose accounts have been previously suspended, cancelled or terminated.

4. **Campaign Mechanics**

4.1 To participate in the Campaign, Eligible Customer(s) must first complete the following steps:

Step 1: Perform transactions either offline or online using funds stored on their Merchanttrade Money Wallet (MM Wallet) within the Campaign Period.

Step 2: Perform remittance transaction via MM remit on the Merchanttrade Money app within the Campaign Period.

Step 3: Ensure the abovementioned transactions are successful and no refund/cancellation will/has taken place.

See Illustration in Table A below:

Table A

Spend on any online /offline transaction using funds stored in Merchanttrade Money Wallet	Perform remittance transaction via Merchanttrade Money Merchanttrade Money Remit (MM Remit)	No cancellations/refund/redone transactions	Chance to win RM50 credited to MM Wallet (Cash Prize)
✓	✓	✓	✓
x	✓	✓	x
✓	x	✓	x
✓	✓	x	x
x	x	x	x

4.2 To ascertain whether or not a particular Eligible Customer(s) has carried out the transactions specified in step 1 and step 2 of clause 4.1 above (hereafter “Eligible Transactions”) within the Campaign Period, Merchanttrade shall rely upon the transaction posting status on Merchanttrade’s system. Merchanttrade’s records of Eligible Transactions in the event of any dispute will be deemed to be final and conclusive.

4.3 The first 100 Eligible Customer(s) who have the highest cumulative Eligible Transactions during the campaign period stand a chance to win a Cash Prize of RM50 which shall be credited into their respective MM Wallet.

4.4 Notwithstanding Table A and clause 4.3 above, Merchanttrade reserves the right to determine Cash Prize entitlement for Eligible Customer(s).

- 4.5 Successful Eligible Customer(s) will receive a push notification from Merchtrade Money on their mobile phone numbers recorded in Merchtrade's system or by email, by call or any way Merchtrade deems fit, at any time during office hours (09:00 hours – 18:00 hours (MYT), Monday – Friday, notifying them that they are eligible to receive the Cash Prize after the Campaign Period.
- 4.6 The fulfillment of the Cash Prize will be take place within 3-4 weeks after the Campaign end date.
- 4.7 For this Campaign, Merchtrade has allocated a total Cash Prize of RM5,000.00 (hereinafter referred as "the Total Cash Prize Amount").
- 4.8 The Cash Prize will be allocated on a first-come, first serve basis subject to the Total Cash Prize Amount. Merchtrade does not have any obligation to inform the MM Cardholders should the Total Cash Prize Amount allocation be fully utilized.
- 4.9 Merchtrade's decision on all matters relating to this Campaign and Cash Prize recipients shall be final, conclusive and binding and no further correspondence and/or appeal to dispute Merchtrade's decision shall be entertained.

5. Other Terms

- 5.1 In addition to the terms and conditions hereunder, the Eligible Customer(s) shall be bound by the terms and conditions of the Merchtrade Money Cardholders Agreement.
- 5.2 Merchtrade's decision on all matters relating to this Campaign shall be final, conclusive and binding and no further correspondence and/or appeal to dispute Merchtrade's decision shall be entertained.
- 5.3 Merchtrade 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.
- 5.4 Notwithstanding any of the foregoing, Merchtrade 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 without prior notice. Such variation, changes, cancellation, termination, withdrawal or suspension will be notified by posting on the Merchtrade's Website <https://www.merchantrademoney.com/> or in any other manner as Merchtrade deems fit. In this respect, participating Eligible Customer(s) signifies their agreement and undertaking to access the Website at regular intervals to view and ensure that any variations or changes which Merchtrade may affect from time to time. The participating Eligible Customer(s) also agree that their participation in the Campaign will constitute their acceptance of the terms hereunder (as varied from time to time).
- 5.5 No third parties shall have any rights under the terms and conditions of this Campaign.
- 5.6 In no event will the Merchtrade 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 Cash Prize or your participation in related activity. By participating in the Campaign, you hereby release and agree to hold harmless the Merchtrade 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.
- 5.7 Merchtrade 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 Cash Prize.
- 5.8 Personal information or any data (including images) ("Data") collected or received from you may be used by the Merchtrade, 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 Cash Prize. By

participating in the Campaign, you explicitly allow the Merchantrade and/or their respective agents and agencies to contact you via e-mail, telephone, short messaging service and other means regarding the Campaign. Merchantrade 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).

5.9 For any assistance and/or feedback related to this Campaign, Eligible Customer(s) can contact Merchantrade's Customer center by calling +603-8313-8606 or via e-mail to customerservice@merchantrademoney.com

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