

"CNY Everyday Ong Cashback" Terms and Conditions ("Terms and Conditions")

This "CNY Everyday Ong Cashback" Terms and Conditions (hereinafter referred to as "**Campaign**") is subject to the following terms and conditions: -

ORGANIZER

This Campaign is organized by Merchantrade Asia Sdn Bhd, Registration No. 199601038238 (410591-T) (hereinafter referred to as "**Merchantrade**").

CAMPAIGN PERIOD

1. This Campaign will run from 00.00.01hrs, 1 February 2024 to 23.59.59hrs, 25 February 2024 (both dates inclusive) ("**Campaign Period**").

ELIGIBILITY

2. This Campaign is open to all Merchantrade Money Cardholders (hereafter "**Eligible Users**") whose account have not been suspended, cancelled, or terminated before, during or after the Campaign Period.

CAMPAIGN OFFER

OFFER 1

- a. The first 100 Eligible Users who fulfill the below conditions daily during the Campaign Period will be entitled to receive a **randomized Cashback of RM1 or RM3** throughout the Campaign Period.

Conditions

- (i) Be the first 100 Eligible Users daily to perform an Eligible Transaction
 - (ii) Carry out any successful Eligible Transaction using Merchantrade Money Card.
 - (iii) Each Eligible User is only entitled to a maximum of two Cashback(s) throughout the Campaign Period.
 - (iv) Eligible Transaction = Minimum RM10 spend on any online or physical card transaction (excluding e-wallet top-up, withdrawal, mobile reload, Merchantrade Money in app transactions, card to card transfer, multi-currency transaction and remittance transactions)
- b. Each Eligible User will be awarded on a first come, first served basis.
 - c. The randomized Cashback will be awarded to the Eligible User's Merchantrade Money eWallet within 7 days upon fulfilment of all terms and conditions above.

OFFER 2

- a. The top 10 Eligible Users with the highest cumulative spend on Eligible Transactions during the Campaign Period will receive a RM888 Cash Reward.
- b. The Cash Reward will be awarded to the Eligible User's Merchantrade Money eWallet within 7 days after the end of the Campaign Period upon fulfilment of the above terms and conditions listed.

- c. The total cumulative spend of Eligible Users shall be solely determined by Merchantrade based on its transaction records during the Campaign Period. Any dispute as to the amount of cumulative spend by any Eligible User shall not be entertained by Merchantrade.
- d. Each Eligible User shall only be entitled to one (1) Cash Reward throughout the campaign period.
- e. Eligible Transaction = Minimum RM10 spend on any online or physical card transaction (excluding e-wallet, top-up, withdrawal, mobile reload, Merchantrade Money in app transactions, card to card transfer, multi-currency transaction and remittance transactions)

OTHER TERMS

- 3. Should any dispute arise, the decision by Merchantrade, will be final. Merchantrade reserves the right to forfeit the CashBack and/or Cash Reward based on its sole and absolute discretion.
- 4. Merchantrade reserves the right to withhold or cancel Cashback and/or Cash Reward awarded where the account is delinquent, closed, under investigation or the Eligible User is in dispute with Merchantrade.
- 5. The Eligible User hereby acknowledges and agree that Merchantrade is not liable for all warranty and/or liability in connection with the awarded Cashback(s) and/or Cash Reward during or after the Campaign. The winners shall assume full liability and responsibility in case of any liability, mishap, injury, loss, damage, claim or accident (including personal injury and/or death) resulting from their participation in the Campaign, redemption and/or usage of the Cashback(s) and/or Cash Reward. Merchantrade shall not be held responsible for any loss, damage or injury (including death) in any manner whatsoever suffered by the Eligible User.
- 6. Such termination or suspension by Merchantrade of the Cashback and/or Cash Reward feature does not entitle the Eligible User to any claim or compensation against Merchantrade for any losses or damages incurred by the Eligible User because of the act of termination or suspension.
- 7. By reading this terms and conditions, Cardholder is agreeing to access to Merchantrade website at <https://www.merchantrademoney.com> at regular time to view the terms and conditions. This is to ensure that they are kept-up-date with any changes or variations made to the terms and conditions and seek clarification from Merchantrade should any of the terms or conditions be not fully understood.
- 8. In addition to the terms and conditions hereunder, the Eligible User shall be bound by the terms and conditions of the Merchantrade Money Visa Prepaid Card Agreement ("**Cardmember T&Cs**") at all times. In the event of any discrepancy or inconsistency between this Terms and Conditions and Cardmember T&Cs, this Terms and Conditions shall prevail to the extent of such discrepancy or inconsistency only.
- 9. The Organizer is not and shall not be held responsible for any delay, error or any other problems in the operation of this 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 the Eligible User 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 this Campaign unless such injury or damage is caused by the Organizer's fault, negligence or misconduct.
- 10. 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 the Eligible User entry in this Campaign, acceptance and/or use of the

Cashback and/or Cash Reward or the Eligible User's participation in any Campaign related activity. By participating in this Campaign, the Eligible User 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.

11. Personal information or any data (including images) ("Data") collected or received from the Eligible User may be used by the Organizer, and/or their respective agents and agencies for the purposes of administering this Campaign. The Data may also be used to (a) conduct a background check on the Eligible User's identity and verify the Eligible User's eligibility to participate in this Campaign and receive the reward(s). By participating in this Campaign, the Eligible User explicitly allows the Organizer, and/or their respective agents and agencies to contact the Eligible User via e-mail, telephone, short messaging service and other means regarding this 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 this Campaign or where required by law). The Eligible User hereby confirms that he/she has read, understood, and agreed to be bound by the Privacy Notice of the Organizer. For Merchantrade, its Privacy Notice can be found at <https://mtradeasia.com/main/privacy-policy/>. For the avoidance of doubt, the Eligible User agrees that the said Privacy Notice shall be deemed to be incorporated by reference into this Terms & Conditions.
12. Notwithstanding any of the foregoing, the Organizer reserves the right as it deems fit to vary or change, cancel, terminate, withdraw, or suspend this Campaign and/or replace this Campaign with another similar campaign, or program at any time with prior notice. Such variation, changes, cancellation, termination, withdrawal or suspension will be notified by posting on the Organizer's website page, <https://www.merchantrademoney.com> or in any other manner as the Organizer deems fit. In this respect, the Eligible User's signify their agreement to access the Organizer's website at regular intervals to view to ensure that the Eligible User keeps up-to-date with any variations or changes which the Organizer may affect from time to time. The Eligible User also agree that the Eligible User's participation in this Campaign will constitute their acceptance of the terms hereunder (as varied from time to time). Any cancellation, termination, withdrawal, or suspension by the Organizer of this Campaign will not entitle the Eligible User to any compensation against the Organizer for any losses or damages that the Eligible User may suffer or incur as a direct or indirect result of the act of cancellation, termination, withdrawal, or suspension of this Campaign unless such loss or damage is caused by the Organizer's fault, negligence or misconduct.
13. The Organizer reserves the rights, upon giving reasonable notice, to amend this Terms and Conditions by giving prior twenty-one (3) calendar days' notice to the Eligible User. Any amendments to this Terms and Conditions will be notified to the Eligible User via <https://www.merchantrademoney.com> or through the Organizer's communication channels.
14. This Campaign ends on 25 February 2024. However, the Organizer reserves the right to withdraw, cancel, suspend, extend or terminate this Campaign earlier in whole or in part with twenty-one (21) calendar days prior notice to customers.
15. The Organizer shall not be responsible and/or liable nor shall it accept any form of liability arising or suffered by the Eligible User resulting directly or indirectly from the Eligible User participation in this Campaign or otherwise unless such loss, damage or injury is caused by the Organizer's fault, negligence or misconduct. Furthermore, the Organizer shall not be liable for any default of its obligation under this Campaign due to any force majeure event which include but not limited to act of God, war, riot, lockout, industrial action, fire, flood, drought, storm, pandemic, epidemic or any event beyond the control of the Organizer.
16. In the event photographs are taken pursuant to this Campaign, such photographs may be used for internal or external publication.

17. All Terms and Conditions stipulated herein shall be governed by and construed in accordance to the laws of Malaysia.
18. The Eligible User is reminded to read and understand this Terms and Conditions. In the event there are any terms and conditions in this Terms and Conditions that the Eligible User does not understand, the Eligible User is hereby advised to discuss further with the Organizer's representative.