

TERMS AND CONDITIONS OF MERCHANTRADE MONEY VISA PREPAID CARD TAobao 12.12 CASH BACK CAMPAIGN

Merchantrade Money Visa Prepaid Card Taobao 12.12 Cash Back Campaign (hereinafter referred as the "Campaign") is subject to following terms and conditions: -

A. ORGANISER

The Campaign is organised by Merchantrade Asia Sdn Bhd (410591-T) (hereinafter referred as "Merchantrade"). For this Campaign, Merchantrade has allocated a total of [RM50,000.00] (hereinafter referred as "the Total Cash Back Amount").

B. CAMPAIGN PERIOD

The Campaign shall run from 00:00 hours (MYT) on 12th December 2018 until 23:59 hours (MYT) on the 12th December 2018 ("Campaign Period").

C. ELIGIBILITY

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

D. CAMPAIGN MECHANICS

1. MVPC Cardholder(s) are entitled to receive a TWENTY percent (20%) Cash Back for every purchase on the Taobao[®] Marketplace (<http://world.taobao.com>) (including its regional websites) or the Tmall.com[™] Global Platform (<http://www.tmall.com>) which are successfully debited from their MVPC through Malaysia e-Banking services (RevPay) during Campaign Period.
2. The Cashback is capped at a maximum of Ringgit Malaysia One Hundred (RM100.00) (hereinafter referred as "Capped Amount") per MVPC Cardholder during the Campaign Period. Every subsequent purchase through the MVPC beyond the Capped Amount will not be awarded with the Cash Back as illustrated in Table B.

Table B: The Cash Back is accumulated based on total purchase amount during the Campaign Period and is awarded based on the following illustration:

Customer	Total purchase amount during Campaign Period (RM)	Calculation of 20% (RM)	Cash Back to be awarded (RM)	Remarks
A	RM250	RM250 x 20% = RM50.00	RM50.00	
B	RM500	RM500 x 20% = RM100.00	RM100.00	
C	RM1,000	RM1,000 x 20% = RM200.00	RM100.00	Cash Back is capped at maximum RM100.

3. Merchantrade shall have the sole and absolute discretion to determine the 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 Cardholder(s) account who made the purchase and it is non-transferable.

- The Cashback will be credited into the MVPC Cardholder(s) account within fourteen (14) days after the end of Campaign Period as illustrated in Table C.

Table C

Campaign Period	Date of crediting Cash Back
00:00 hours - 23:59 hours (MYT) on the 12 th December 2018	By 26 th December 2018

- Merchantrade will not be liable for any delay in crediting of the Cash Back earned.
- The Campaign is only applicable for successful e-Commerce/online transaction(s) on the Taobao® Marketplace (<http://world.taobao.com>) (including its regional websites) or the Tmall.com™ Global Platform (<http://www.tmall.com>) through Malaysia e-Banking Services (RevPay) (hereinafter referred as “Eligible Transaction(s)”).
- Notwithstanding clause 6 above, the Eligible Transaction(s) for the Campaign shall EXCLUDE refunded, disputed, unsuccessful, reversed, unauthorised, fraudulent or unlawful transactions.
- The Cash Back will be allocated on a first-come, first serve basis subject to the Total Cash Back Amount. Merchantrade does not have any obligation to inform the MVPC Cardholder(s) should the Total Cash Back Amount allocation be fully utilised.
- 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.
- If at the time of crediting the Cash Back, the MVPC Cardholder(s) card is found to have been cancelled or terminated for any reason whatsoever, the Cash Back 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.

E. OTHER TERMS

- In addition to the terms and conditions hereunder, the MVPC Cardholder(s) shall be bound by the terms and conditions of the MVPC Agreement.
- Organiser 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.
- In no event will the Organiser 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 Organiser 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 Organiser 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. Notwithstanding any of the foregoing, the Organiser 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 Organiser's Website http://www.merchantrademoney.com/promo_terms_and_conditions.html or in any other manner as the Organiser 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 Organiser 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 Organiser of the Campaign will not entitle you to any compensation against the Organiser 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.
6. The Campaign and terms hereunder are governed by the laws of Malaysia.