



**MERCHANTRADE OVER-THE-COUNTER MONEY CHANGING SERVICES PROMOTION CAMPAIGN**

**A. BACKGROUND**

As part of Merchantrade Asia Sdn Bhd (hereinafter referred as “**Merchantrade**”s initiative to promote its over-the-counter (hereinafter referred as “**OTC**”) money changing services at Merchantrade’s **own 85 branches nationwide** (hereinafter referred as “**Merchantrade Branches**”), Merchantrade in collaboration with BonusKad Loyalty Sdn Bhd (438200-T), and for limited time only, offer Bonuslink points for OTC money changing transactions carried out at Merchantrade Branches (hereinafter referred as “**Campaign**”)

**B. TERMS & CONDITIONS OF CAMPAIGN**

1. The terms and conditions of the Campaign (hereinafter referred as “**these T&C**”) are as follows: -

**1.1 Organizers(s), terms applicable & campaign duration**

- 1.1.1 The Campaign is organized by Merchantrade Asia Sdn Bhd (410591-T) (hereinafter referred as “**Organiser**”).
- 1.1.2 Your participation in the Campaign shall be deemed your unequivocal acceptance to be bound by these T&C.
- 1.1.3 The Campaign starts from 00:00:00 1<sup>st</sup> May 2019 (GMT +8 / Malaysian Time) and the Campaign may be withdrawn at any given time with or without prior notice (“**Campaign Period**”).

**1.2 Eligibility**

1.2.1 Any person 18 years and above with a valid Bonuslink Card Account is eligible to participate in the Campaign (hereinafter referred as “**Participant(s)**”)

**1.3 Bonuslink Terms & Conditions**

1.3.1 In addition to these T&C, Participant(s) is also bound by the Bonuslink Terms & Conditions posted at <http://www.bonuslink.com.my/EN/Content/MembershipTermsAndConditions.aspx>

**1.4 Exclusion of Merchantrade’s Non-OTC Money Exchange Transactions and/or Agent Money Changing Outlets**

1.4.1 This Campaign is strictly restricted to OTC money changing transaction (hereinafter referred as “**Transaction**”) carried out at Merchantrade Branches. Participant(s) will not be entitled for the Bonuslink Points under this Campaign for Merchantrade’s non-OTC money exchange transactions and/or transactions performed at any of Merchantrade’s money changing agent outlets.

**1.5 Campaign Procedure**

1.5.1 Any single money exchange of foreign currency worth RM500.00 and above will entitle each Participant(s) to receive Bonuslink Points. The entitlement shall be **3 Bonuslink Points** (hereinafter interchangeably referred as “**Reward**”) for every block of RM500.00 worth of foreign currency exchange in a single Transaction. For greater clarity, to explain the mechanics of Bonuslink Points entitlement, the examples are as stated in the Table below.

Single Foreign Currency Exchange Transaction Against RM Equivalent	Bonuslink Point Entitlement
RM500.00	3 Bonuslink Points
RM900.00	3 Bonuslink Points
RM1,000.00	6 Bonuslink Points
RM1,400.00	6 Bonuslink Points
RM1,500.00	9 Bonuslink Points

*\*Bonuslink Points will not be awarded on prorated basis for any block(s) of Transaction which is less than RM500.00. Participant(s) is/are not permitted nor entitled to combine two or more separate Transactions to meet the above block requirement for Bonuslink Points entitlement.*



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- 1.5.2** Participant(s) must present his/her Bonuslink Card or Bonuslink Card Number at the point of Transaction to the counter teller at the Merchantrade Branches' counter(s) during each Transaction. For purposes of the Campaign, Merchantrade is not under any obligations whatsoever to verify if the Participant(s) is/ are the account holder of the Bonuslink Card or Bonuslink Account presented by the Participant(s) to the counter teller at Merchantrade's Branches during each Transaction.
- 1.5.3** The Bonuslink Points will be credited to the Bonuslink Account in which the Bonuslink Card presented by the Participant(s) is registered **within 90 days** after a successful Transaction is completed in accordance to **Clause 1.5.1** above.
- 1.5.4** No alternatives will be offered in lieu of the Reward. For non-Bonuslink Account Holder(s) who meets the criteria in **Clause 1.5.1**, no replacement of any kind will be given for the Reward nor the Reward is transferable to other Bonuslink Account Holder(s).

## **1.6 General Provisions**

- 1.6.1** All Campaign materials form part of these T&C. However, if there is any inconsistency between these T&C with any advertising or publicity materials in relation to or in connection with the Campaign, these T&C shall prevail.
- 1.6.2** The 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, 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 any Participant(s) 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.
- 1.6.3** In no event will the Organiser and their respective affiliates, subsidiaries and related companies, their respective advertising or Campaign 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 any of the Participant(s) acceptance of the Reward, the use of the Reward, their entry into the Campaign, or their participation in any Reward related activity. By entering into the Campaign, the Campaign's Participant(s) 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.
- 1.6.4** 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. Campaign Participant(s) assume all risks and liability in connection with and associated to the use of the Reward. For the avoidance of doubt, no provision in these T&C shall be construed as limiting the liability of any party for death or personal injury caused by such party's negligence or any liability which cannot be excluded under the laws of Malaysia.
- 1.6.5** Personal information or any data (including images) ("Data") collected or received from the Participant(s) may be used by the Organiser, 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 the Participant(s)'s identity and verify their eligibility to participate and receive Reward; and (b) for marketing purposes. By participating in the Campaign, the Participant(s) explicitly allows the Organiser, and/or their respective agents and agencies to contact the Participant(s) via e-mail, telephone, facsimile, short message service, postal mail or through other communication means regarding the Campaign or for marketing purposes. The Organiser shall not disclose or furnish the personal information of Participant(s) to any unrelated third parties (save for their respective agents and agencies for the purposes of the Campaign or where required by law) as detailed in Organiser's Privacy Notice available at [www.mtradeasia.com](http://www.mtradeasia.com)
- 1.6.6** Notwithstanding any of the foregoing, the Organiser reserves the right as it deems fit to vary or change any of these T&C from time to time or cancel, terminate, withdraw, or suspend the Campaign and/or replace the Campaign with another similar campaign with prior notice. Such variation, changes, cancellation, termination, withdrawal or suspension will be notified by posting on the Organiser's website [www.mtarade.com](http://www.mtarade.com) or in any other manner as the Organiser deems fit. In this respect, the Participant(s) in this Campaign also signifies his/her agreement to access the website at regular intervals to view these T&C and to ensure that they are kept up-to-date with any variations or changes which the Organiser may effect from time to time. Participant(s) also agree that their continued participation in the Campaign will constitute their



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acceptance of these T&C (as varied from time to time). For the avoidance of doubt, any cancellation, termination, withdrawal or suspension of the Campaign by the Organiser, will not entitle the Participant(s) to any compensation against the Organiser for any and all loss or damage that may be suffered or incurred by the Participant(s) as a direct or indirect result of the act of cancellation, termination, withdrawal, or suspension.

**1.6.7** The Campaign and these T&C are governed by the laws of Malaysia.