

# Merchantrade Asia Pavilion Damansara Branch Opening Promotions

## TERMS & CONDITIONS

1. The Merchantrade Asia Pavilion Damansara Branch Opening Promotions (hereafter referred as “Promotions”) are organised by Merchantrade Asia Sdn Bhd (410591-T) (hereinafter “Organiser”).
2. Your participation in the Promotions shall be deemed your unequivocal acceptance to be bound by the Terms and Conditions contained hereunder (hereinafter referred as “T&C”).
3. The Promotions period (hereinafter “Promotion Period”) starts from 10:00:00 19 January 2024 (GMT +8 / Malaysian Time) and ends on 22:00:00 21 January 2024 (GMT +8 / Malaysian Time).

### **A. ELIGIBILITY CRITERIA**

1. To participate in the Promotions, you (interchangeably referred as “Participant(s)”) must:
  - (a) be 18 years and above;
  - (b) must be at our outlet located at Lot 1.23.00, Level 1, Pavilion Damansara Heights, 3, Jalan Damanlela, Pusat Bandar Damansara, 50490 Kuala Lumpur (“the **designated outlet**”) to participate; and
  - (c) be stationed in Malaysia during the Promotion Period;

### **B. COMPLIMENTARY LUGGAGE BAG ON PURCHASE OF FOREIGN CURRENCIES**

1. Participant(s) who purchases foreign currencies valued at RM20,000.00 at the designated outlet shall be entitled to receive the complimentary luggage bag.

### **C. COMPLIMENTARY LUGGAGE BAG ON REGISTRATION OF MERCHANTRADE MONEY VISA PREPAID CARD AND CURRENCY TOP-UP**

1. Participant(s) who successfully registers for the Merchantrade Money Visa Prepaid Card (hereafter referred as “MMVPC”), and tops up the amount of RM20,000.00 into the MMVPC shall be entitled to receive the complimentary luggage bag.
2. For clarity, if Participant is an existing registered MMVPC holder, then Participant shall be entitled to receive the complimentary luggage bag in the event the Participant tops up the amount of RM20,000.00 into the MMVPC.

### **D. REDEMPTION**

1. Successful Participant(s) will have to fill up a form at the Organiser’s designated outlet providing details i.e. name, mobile number and email address. Should any successful Participant(s) fail to provide the details, the Organiser reserves sole and absolute discretion to withdraw the complimentary gift of that Participant(s) without further notice.
2. Gifts will be redeemed on the spot to the successful Participant(s) at the Organiser’s designated outlet.
3. The complimentary gifts referred in Section B(1), C(1), and C(2) are not transferable, redeemable for cash or exchangeable for any other products or services.
4. Stocks of the complimentary gifts referred in Section B(1), C(1), and C(2) are subject to availability.
5. Organiser reserves the right at its sole and absolute discretion to substitute any of the complimentary gifts referred in Section B(1), C(1), and C(2) with other product/service of equivalent value without any notice OR in the alternative no substitution will be given.

### **E. OTHER TERMS**

1. Organiser is not and shall not be held responsible for any delay, error or any other problems in the operation of the Promotions 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/uploading materials in or in connection with the Campaign.
2. 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 participation in the Promotions, acceptance and/or use of the complimentary luggage bag. By participating in the Promotions, 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.
3. 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. You assume all risks and liability in connection with and associated to the use of the complimentary luggage bag.
4. Personal information or any data (including images) (“Data”) collected or received from you may be used by the Organiser, and/or their respective agents and agencies for the purposes of administering the Promotions. The Data may also be used to (a) conduct a background check on your identity and verify your eligibility to participate in the Promotions. By participating in the Promotions, you

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explicitly allow the Organiser, and/or their respective agents and agencies to contact you via e-mail, telephone, short messaging service and other means regarding the Promotions. By participating in the Promotions, you explicitly allow the Organiser, and/or their respective agents and agencies to send you marketing and promotional materials, and latest information about products and services from Merchantrade via online channels. The Organiser 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 Promotions or where required by law).

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 Promotions and/or replace the Promotions with other similar promotions, or program with prior notice. Such variation, changes, cancellation, termination, withdrawal or suspension will be notified by posting on the Organiser's Facebook page [www.facebook.com/mtradeasia](http://www.facebook.com/mtradeasia) 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 Promotions 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 Promotions 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 Promotions.
6. Merchantrade shall not be liable for any misinterpretation or misrepresentation of facts by any unauthorized third party in respect of these Promotions and/or the gifts offered and published in any mass media, marketing or advertising materials.
7. Merchantrade shall not be liable for any default in respect of the Promotions due to any act of God, war, riot, strike, lockout, industrial action, fire, flood, storm, technical or system failures or any event beyond the reasonable control of Merchantrade.
8. Merchantrade is not responsible nor does it have any control whatsoever on the SMS traffic, network failure and/or interruptions on the part of the respective telecommunications service providers or Merchantrade's authorised third party vendor(s) for any other reason(s) whatsoever resulting in the delay of the SMS during the Promotion Period.
9. The Promotions and terms hereunder are governed by the laws of Malaysia.