# **TERMS & CONDITIONS**



- 1. The eRemit "Umrah Dreams" campaign (hereafter referred to as "Campaign") is organized by Merchantrade Asia Sdn Bhd (410591-T) (hereinafter "Organiser").
- 2. Participation in the Campaign shall be deemed unequivocal acceptance to be bound by the Terms and Conditions contained hereunder (hereinafter referred to as "**T&C**").

#### **CAMPAIGN PERIOD**

The Umrah Dreams Campaign commences on 1 September 2024 and ends on 31 December 2024 (GMT +8 / Malaysian Time), both dates inclusive ("Campaign Period"), unless notified otherwise.

#### **ELIGIBILITY**

- 1. This Campaign is open to Malaysians and non-Malaysians individuals who are Muslim.
- 2. This Campaign is open to registered users ("Eligible Customers") of eRemit & MMRemit services ("Participating Services") who have transacted by way of the Merchantrade Money Remittance app and eRemit Malaysia web or app, except for employees of Merchantrade Asia Sdn Bhd.
- 3. This Campaign is only available for "Merchantrade Money Remittance" under the Merchantrade Network and excludes Western Union and Visa Direct transactions.
- 4. This Campaign is only valid for Eligible Customers who carry out successful remittance transactions valued above MYR 4,000 to Indonesia (hereafter "**Transactions**").
- 5. Any customer who has committed or is suspected of committing any fraudulent, unlawful or wrongful acts in relation to any of the facilities granted by Merchantrade or has been declared bankrupt (pursuant to a petition by Merchantrade or other financial institutions or by any third party or is subject to any bankruptcy proceedings at any time prior to or during the Campaign Period) shall NOT be eligible to participate in the Campaign.

#### **CAMPAIGN MECHANICS**

1. In order to participate in this Campaign, the Eligible Customers MUST fulfil Qualifying Criteria No. 1 or Qualifying Criteria No. 2 as set out in Table below during the Campaign Period.

Table 1

No.	Qualifying Criteria	No of Campaign Entry	
1	Send a minimum amount of Ringgit Malaysia Four Thousand (RM4,000) or IDR equivalent to Indonesia via eRemit in a single transaction	2	
	during the Campaign Period		

	Send a minimum amount of	
	Ringgit Malaysia Four	
	Thousand (RM4,000) or IDR	
2	equivalent to Indonesia via	1
	MMRemit in a single	
	transaction during the	
	Campaign Period	

2. Eligible Customers will earn additional Campaign entries for every successful Transaction in multiples of Ringgit Malaysia Four Thousand (RM4,000) and above to Indonesia in a single transaction via the Participating Services.

#### PRIZE WINNER AND CAMPAIGN FULFILMENT

- 1. Each Transaction via MMRemit will grant an Eligible Customer one entry to take part in the Campaign.
- 2. Each Transaction via eRemit will grant an Eligible Customer two entries to take part in the Campaign.
- 3. The Organizer will randomly draw the winner (hereafter the" **Winner**") from Eligible Customers who meet the eligibility criteria during the Campaign Period.
- 4. Eligible Customers who meet the criteria as stated above will stand a chance to win the Prize as shown in Table 2 below:

### Table 2

Prize	No. of Winners		
Grand Prize			
Exclusive Umrah package (return tickets)	2		

- 5. Winners will be contacted by the Organizer via sms, email or call.
- 6. For the avoidance of doubt, the SMS sent to the Winners will be based on the latest mobile number duly captured by and reflected in Organizer's system and/or records.
- 7. Each Winner will be entitled to two Umrah packages to be utilized by the Winner themselves and an individual nominated by the Winner (hereafter the "Nominee").
- 8. Each Umrah package shall comprise return trips from Malaysia to Saudi Arabia.
- 9. The travel period will be from January to December 2025.
- 10. The Winner shall be announced by the Organizer via its social media, mobile application notifications, website, or any other platform it deems fit after the Campaign Period.
- 11. If the Winner is unable to be reached, the Organizer will select an alternate winner. The non-contactable Winner shall have no claim whatsoever against Organizer on the cancellation and the forfeiture.
- 12. Apart from selecting a single nominee to receive one Umrah package, Winners are not allowed to transfer their own Umrah package to any third parties.
- 13. Winners who are eligible to receive any of the Prizes above will be notified within ninety (90) business days after 31 December 2024 by the Merchantrade either in writing, by phone, SMS or in any other manner that the Organizer deems practical ("Winners' Notification") on a best effort basis based on the latest address or telephone number provided by the Eligible Customers as shown in record.
- 14. It is the obligation of the Winner to provide the latest and valid contact details and email address to Organizer within the Campaign Period.

- 15. The Winner's account in the Participating Service(s) MUST remain valid/active and in good standing up to 90 days after the Campaign Period. Winners must not be in breach of any of the T&Cs of this Campaign, General Terms and the Terms & Conditions applicable to the Participating Service(s) (collectively referred to as the "Applicable Terms & Conditions"), failing which the Winner shall be automatically disqualified from the Campaign.
- 16. The Winner shall liaise directly with appointed travel agent being the authorised supplier for all matters related to the Prize information, fulfilment, payment, delivery, claims and warranty. Organizer gives no representation or warranty with respect to the quality or suitability of the Prize and shall not be responsible for replacing any lost, stolen or damaged items. The Winner shall, at his/her own costs and expense, deal directly with the supplier for any additional package, complaint, dispute or claim in relation to the item without recourse to Organizer.
- 17. Save and except where specifically provided in these T&Cs, the Winner shall be solely responsible for obtaining all the necessary travel documents, permits, visas (if applicable) and making the necessary arrangements for the Winner and the Nominee to travel to Saudi Arabia ("Arrangement"). All costs and expenses to be incurred in obtaining or making the Arrangement shall be borne by the Winner.
- 18. Merchantrade will not provide any replacement or substitution of the Prize if the Winner and/or his/her Nominee fail to procure the Arrangement. In the event Merchantrade has a Prize giving ceremony, the selected Winners will be required to attend at their own cost and expense to collect the Prize.
- 19. In the event the Winner is not able to attend the prize giving ceremony, the Winner can nominate a representative to be present at the prize giving ceremony to accept the Prize on his/her behalf. The representative will be required to present a written authorisation from the Winner and a photocopy of the Winner's NRIC (front and back).
- 20. Organizer reserves the right to substitute or replace the Prize with another trip of similar values at any time, if the stated Prize is not available due to unforeseen circumstances, with prior written notice.
- 21. The visual of the Prize on Organizer's Website or any official promotional materials for this Campaign serves for illustration purposes only.
- 22. The risks of redeeming the Prize are in the hands of the Winner. All relevant costs and expenses to redeem the Prize are borne by the Winner, including and not limited to travel insurance, visa, return shuttle bus, port tax, service tax, surcharges, departure levy fees, excess baggage charge, tipping, etc.
- 23. All transportation, accommodation, personal costs and/or any other costs, fees and/or related expenses incurred in participating in the Campaign and/or redeeming the Prize shall be the sole responsibility of the Winner.
- 24. Any cancellation and/or refund request once the booking of the Prize has been made is strictly not allowed.

## OTHER TERMS AND CONDITION

- 1. Organizer reserves the right to vary or withdraw this Campaign at any time without prior notice.
- 2. No alternative to the Campaign will be offered. The Campaign is subject to availability and organizer reserves the right to substitute any campaigns with another of equivalent value without any notice.
- 3. Organizer will 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 the Eligible Customer(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.

- 4. 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 the Eligible Customer(s) entry in the Campaign. By participating in the Campaign, the Eligible Customer (s) and or Winners hereby release and agree to hold harmless the Organiser and their Affiliates from and against 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.
- 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.
- 6. Personal information or any data (including images) ("Data") collected or received from the Eligible Customer(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 Eligible Customer(s) identity and verify the Eligible Customer(s) eligibility to participate in the Campaign. By participating in the Xampaign, the Eligible Customer(s) explicitly allow the Organiser, and/or their respective agents and agencies to contact the Eligible Customert(s) via e-mail, telephone, short messaging service and other means regarding the Campaign. The Organiser values all personal information received and shall not disclose or furnish the Eligible Customer(s) 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).
- 7. 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 Organizer's Facebook page www.facebook.com/mtradeasia or in any other manner as the Organiser deems fit. In this respect, the Eligible Customer(s) signify their agreement to access the webpage/website at regular intervals to keep up to date with any variations or changes which the Organiser may affect from time to time. The Eligible Customer(s) also agree that their participation in the Campaign will constitute the Eligible Customer(s) 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 the Eligible Customer(s) to any compensation against the Organiser for any losses or damages that the Eligible Customer(s) may suffer or incur as a direct or indirect result of the act of cancellation, termination, withdrawal or suspension of the Campaign.
- 8. Employees of Merchantrade Asia Sdn Bhd are not eligible to participate in this campaign. This campaign is not applicable to the staff.
- 9. For any assistance and/or feedback related to this Campaign, Eligible Customer(s) can contact us at +60377242070 or email to customercare@eremit.com.my or customerservice@merchantrademoney.com.

10. The Campaign and terms hereunder shall be governed by the laws of Malaysia.					