



## CASHBACK PROMOTION

### TERMS & CONDITIONS

1. The Merchantrade “Cashback Promotion” (“the Promotion”) is organized by Merchantrade Asia Sdn Bhd (410591-T) (“Promotion Organiser”).
2. Your participation in the Promotion shall be deemed to be your unequivocal acceptance to be bound by the Terms and Conditions contained herein.
3. The Promotion period (“Promotion Period”) starts from 00:00:00 1<sup>st</sup> May 2018 (GMT +8 / Malaysian Time) and ends on 24:00:00 31<sup>st</sup> May 2018 (GMT +8 / Malaysian Time), both dates inclusive.

### ELIGIBILITY CRITERIA

1. Participant must be 18 years and above;
2. Further to these Terms and Conditions, Participant is also bound by the eForex End-User Agreement detailed at <http://eforex.com.my/terms-of-use.php>

### PROMOTION PROCEDURES

#### A. EXISTING CUSTOMER

- Participants who have successfully performed transactions using the Promotion Organiser’s eForex online money exchange services during the promotion period are eligible to the following rewards:

Purchase Currency of RM Equivalent	Entitlement
RM5,000 to RM10,000	Cashback Voucher worth RM25
Above RM10,000	Cashback Voucher worth RM50



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- Cashback voucher will be sent to eligible Participant's registered email address as stated during the eForex registration.
- Cashback voucher can only be used when performing the next transaction.
- To redeem the Cashback voucher, Participant is required to key in the unique promo code (available on the voucher) when performing the next transaction.
- The Cashback voucher is valid one month from the date of issuance
- Cashback vouchers are issued during the promotion period or when the vouchers reached the allotted pot value of RM25,000 (whichever comes first).
- If Participant fails to utilize the voucher within the validity period, the voucher is deemed to be forfeited and no compensation will be offered to the Participant.
- No alternatives will be offered in lieu of the voucher.

#### **B. NEW CUSTOMER**

- Participants who have successfully performed **registration** using the Promotion Organiser's eForex online money exchange services **during the promotion period** are eligible to receive Cash Voucher worth RM10.
- In order to redeem the cashback voucher, minimum transaction value would be above RM500 equivalent.
- Cash voucher will be sent to eligible Participant's registered email address as stated during the eForex registration.
- To redeem the cashback voucher, Participant is required to key in the unique promo code (available on the voucher) when performing transaction.
- The cashback voucher is valid one month from the date of issuance.
- Cashback vouchers are issued during the promotion period or when the vouchers reached the allotted pot value of RM5,000 (whichever comes first).
- If Participant fails to utilize the voucher within the validity period, the voucher is deemed to be forfeited and no compensation will be offered to the Participant.
- The voucher is not transferrable to other participant of eForex.
- No alternatives will be offered in lieu of the voucher.



## **OTHER CONDITIONS**

1. Early collection of currencies purchased and cancellation of transaction is not applicable during the promotion period.
2. All Promotion materials form part of these Terms and Conditions. In the event of any inconsistency between these Terms and Conditions with any advertising, promotional or publicity materials in relation to or in connection with the Promotion, these Terms and Conditions shall prevail.
3. The Promotion Organiser is not and shall not be held responsible for any delay, error or any other problems in the operation of the Promotion 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 Promotion.
4. In no event will the Promotion 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 any the Participant's acceptance of the Reward, the use of the Reward, their entry into the Promotion, or their participation in any Reward related activity. By entering into the Promotion, the Promotion's Participants hereby release and agree to hold harmless the Promotion 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.
5. The Promotion 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. Promotion Participants 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 Terms and Conditions 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.
6. Personal information or any data (including images) ("Data") collected or received from the Participants may be used by the Promotion Organiser, and/or their respective agents and agencies for the purposes of administering the Promotion. The data may also be used to (a) conduct a background check on the Participant's identity and verify their eligibility to participate and receive a Reward; and (b) for marketing purposes. By participating in the Promotion, the Participant explicitly allows the Promotion Organiser, and/or their respective agents and agencies



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to contact the Participant via e-mail, telephone, facsimile, short message service, postal mail or through other communication means regarding the Promotion or for marketing purposes. The Promotion Organiser shall not disclose or furnish the personal information of Participant to any unrelated third parties (save for their respective agents and agencies for the purposes of the Promotion or where required by law) as detailed in Promotion Organiser's Privacy Notice available at [www.mtradeasia.com](http://www.mtradeasia.com)

7. Notwithstanding any of the foregoing, the Promotion Organiser reserves the right as it deems fit to vary or change any of the Terms & Conditions from time to time or cancel, terminate, withdraw, or suspend the Promotion and/or replace the Promotion with another similar promotion, Promotion or program with prior notice. Such variation, changes, cancellation, termination, withdrawal or suspension will be notified by posting on the Promotion Organiser's website [www.eforex.com.my](http://www.eforex.com.my) or in any other manner as the Promotion Organiser deems fit. In this respect, the Participants in this Promotion also signifies his/her agreement to access the website at regular intervals to view these Terms and Conditions and to ensure that they are kept up-to-date with any variations or changes which the Promotion Organiser may effect from time to time. Participants also agree that their continued participation in the Promotion will constitute their acceptance of these Terms & Conditions (as varied from time to time). For the avoidance of doubt, any cancellation, termination, withdrawal or suspension by the Promotion Organiser of the Promotion will not entitle the Participant to any compensation against the Promotion Organiser for any and all loss or damage that may be suffered or incurred by the Participant as a direct or indirect result of the act of cancellation, termination, withdrawal, or suspension.
8. The Promotion and the Terms and Conditions are governed by the laws of Malaysia.