

THE MASTERCARD® 1MALAYSIA MEGA SALE CARNIVAL 2013 PROMOTION TERMS & CONDITIONS

Welcome to the MasterCard 1Malaysia Mega Sale Carnival 2013 Promotion ("Promotion"). Please read these terms and conditions carefully before registering or using the short messaging service (SMS) in the Promotion and keep them for your records. By submitting an SMS, you are accepting these terms and conditions and any operating rules and policies that may be published by MasterCard, and which may be amended by MasterCard from time to time.

These terms and conditions set out the terms and conditions applicable to your participation in the Promotion. MasterCard may change these terms and conditions at any time without notice and any such changes are effective when posted on the Promotion Website. By using the Promotion you acknowledge that you have read, understood and agree to be bound by all of the terms and conditions of the Promotion and to comply with all applicable laws and regulations. You should print and retain a copy of these terms and conditions for your records by using the print functionality in your browser.

If you do not agree to the terms and conditions, please do not access the Promotion Website, do not send us an SMS and do not participate in the Promotion.

DEFINITIONS

In these terms and conditions, unless the context otherwise requires:

"Card" shall include, without limitation, any bank card, credit card, charge card, travel and entertainment card, commercial card, debit card, prepaid card, smart card, stored-value card, co-branded card, virtual card or any other payment card, mechanism or device and any account or financial payment systems functionality or features associated with same.

"Cardholder" means a person to whom a MasterCard Card is issued from an Issuing Bank anywhere in the world and includes any supplementary Cardholder.

"Charge Slip" means any purchase receipt evidencing a Qualifying Transaction.

"Corporate Card" means any MasterCard Card issued by a corporation to its personnel for use.

"1MMSC" means the 1Malaysia Mega Sale Carnival 2013 which is an event organised, managed and conducted by the Shopping Malaysia Secretariat, Tourism Malaysia and which will take place from 29 June 2013 to 1 September 2013.

"Issuing Bank" means any bank that issues a MasterCard Card.

"MasterCard", when used as a noun, means MasterCard Asia/Pacific and its affiliated entities and, when used adjectivally, refers to the MasterCard® brand.

"MasterCard Card" means a Card bearing the name, logotype, hologram, service marks, trademarks or devices of MasterCard (including, without limitation, those relating to Maestro, Cirrus and Mondex) and providing the functionality associated with same.

"MasterCard Asia/Pacific" means MasterCard Asia/Pacific Pte Ltd (MAPPL).

"Participating Merchant" means any merchant, third party operator, service provider or supplier engaged by MasterCard to supply any of the Promotion Rewards.

"Promotion Period" means the period starting at 00:01 hours on 29 June 2013 and ending at 23:59 hours on 1 September 2013 (Malaysian time).

"Promotion Website" means the website www.mastercard.com/my/1mmsc or such other website as MasterCard may establish for the Promotion.

"Qualifying Transaction" means all Registered Card retail purchase transactions using electronic payment systems including Point of Sale and online transactions with Malaysia Merchants during an Earn Period including MOTO (mail order telephone order), bill payments (including medical), petrol purchases and airline related purchases, but

excluding, cash advances, cash disbursements, ATM withdrawals, annual fee charges, interest charges, balance transfer charges, down payment (example house and car) and other miscellaneous fees and recurring payments (for example, maintenance fees, bereavement fees, insurance payments, installment payments and membership fees payments) . Such transactions must be made in Ringgit Malaysia (RM).

"Registered Card(s)" means a MasterCard Card registered by a Registered Cardholder for the Promotion.

"Registered Cardholder" means a Cardholder who has registered for the Promotion.

"RM" means Ringgit Malaysia.

"Malaysian Merchant" means any merchant that has its principal place of business in Malaysia and which is acquired by an Issuing Bank operating in Malaysia.

"SMS" means short message service.

ELIGIBILITY

- 1.1 Participation in the Promotion is open to Cardholders aged 18 years or older whose Registered Card accounts are maintained in good standing at all times while the Cardholder is registered for the Promotion. For the avoidance of doubt, whether a relevant account is in good standing is determined by the relevant Issuing Bank in its sole discretion.
- 1.2 Participation in the Promotion means that Cardholders who are primary cardholders irrevocably consent and authorize MasterCard to contact their Issuing Bank, and their Issuing Bank to confirm to MasterCard that their Registered Card account is in good standing. Where a Cardholder is a supplementary cardholder, the supplementary cardholder must obtain the consent of the primary cardholder to the matters set out in this clause. If a supplementary cardholder fails to obtain the relevant consent and MasterCard cannot confirm that the relevant account is in good standing, he/she may not be eligible to participate in the Promotion or may forfeit any validly registered Charge Slips earned in respect of the relevant Registered Card.
- 1.3 Notwithstanding any matters stated in this clause, MasterCard may in its absolute discretion determine whether a MasterCard Card is eligible to participate in the Promotion and disqualify any MasterCard Card and/or Cardholder from participating in the Promotion without providing any reasons therefore.

REGISTRATION FOR PARTICIPATION IN THE PROMOTION

2. General

- 2.1 In order to participate in the Promotion, Cardholders must satisfy the eligibility criteria set out in clause 1. A supplementary Cardholder must charge his/her MasterCard Card and register for the Promotion independently of the primary Cardholder subject to clause 1.2. In no event may a supplementary or a primary Cardholder use the same Charge Slip for registration. A Cardholder can only submit Charge Slips bearing his/her name that was transacted during the Promotion Period.
- 2.2 Every time a Cardholder makes a Qualifying Transaction with a minimum of RM300 in a single transaction on his/her MasterCard Card at a Malaysian Merchant during the Promotion Period, the Cardholder is entitled to enter the Promotion through SMS. A Cardholder must provide the first 2 digits and last 4 digits of the MasterCard Card charged, the transaction amount in RM and the transaction date via SMS. It is each Registered Cardholder's responsibility to ensure that all details they provide during the registration are accurate and complete.

keyword<space>Card's first 2-digit & card's last 4-digit<space>Transaction date(dd/mm/yy)<space>
Total amount spent in RM

Example: MCMY <space>538888<space>30/06/13<space> RM3,500

Cardholders using a Malaysian telephone service provider (Maxis, Digi, Celcom and Umobile cell or mobile phone users only) must send their entry by SMS to: 33310.

Each SMS entry will be charged RM0.50 in addition to any operator charges upon delivery of reply message.

Cardholders who are using roaming services in Malaysia and tourists with foreign telephone service provider must send their entries to: +6012 2661391.

The phone number for non-local mobile users and the cost of accessing the phone line will be dependent on the amount charged by the relevant telephone service provider and is to be borne by the participants. Each validly submitted registration would receive a SMS from the system as an acknowledgement of receipt.

- 2.3 Charge Slips cannot be used for any other Promotion that may be available through MasterCard or any payment card issuer.
- 2.4 For Promotion enquires, a Cardholder can contact our customer service team during the Promotion Period at +603-5635 1391 from Mondays to Fridays, 10am to 5pm excluding public holidays in Malaysia and Selangor state holidays.

3. Corporate Cards

- 3.1 The registration of a Corporate Card as part of the Promotion will be accepted by MasterCard provided the corporation that maintains the relevant Corporate Card account has not declined participation and the Corporate Card account is in good standing as determined by the Issuing Bank.
- 3.2 If a Cardholder has registered a Corporate Card for the Promotion and that card is subsequently cancelled by the Cardholder, by the corporation that maintains the Corporate Card account or by the relevant Issuing Bank, then in such circumstances the registered Corporate Card shall be disqualified from this Promotion.

PROMOTION CONDITIONS

4 Eligibility of participation in Promotion Contest

- 4.1 All validly registered Charge Slips which have been entered into the Promotion by 9 September 2013 will be eligible. For the avoidance of doubt, only Qualifying Transactions from any Malaysia Merchant during the Promotion Period will qualify for an entry into the Promotion
- 4.2 Each validly registered Charge Slip qualifies for one (1) entry to the Promotion with a minimum of RM300 in a single transaction. Each Registered Cardholder entered in the Promotion is eligible to win one (1) prize only.
- 4.3 MasterCard may at its sole and absolute discretion exclude any Registered Cardholder (including but not limited to any Registered Cardholders who do not operate their accounts, to which the Registered Cards are linked, in a satisfactory manner as determined by the relevant Issuing Banks at their sole discretion) from the Promotion without any obligation to provide any notice and/or reason.
- 4.4 Employees of MasterCard or MasterCard's associated agencies or companies directly involved in the Promotion (as determined by MasterCard) and their immediate family members are ineligible to participate in the Promotion. Immediate family members comprise spouse, parents, grandparents, children including adopted children and step-children), siblings, spouses of children and spouse of siblings.
- 4.5 Qualifying Transaction charge slips dated at any time during the Promotion Period are valid for entries into the Promotion.

5 Prizes

- 5.1 There are a total of twelve (12) prizes to be won in the Promotion (each winner will win a "Prize"), as follows:

Grand Prize x 3 winners: 7D6N MasterCard Grand Vacation

Each Grand Prize ("Grand Prize") of the MasterCard Grand Vacation is for two (2) adults for seven (7) days and six (6) nights. Each Grand Prize package consists of:

- Return travel arrangements from Kuala Lumpur to Ipoh and from Ipoh to Penang, private helicopter transfer from Penang to Langkawi and business class tickets on Malaysia Airlines from Langkawi to Kuala Lumpur, including fuel surcharges and airport taxes for two (2) adults

- Return airport transfers in Kuala Lumpur
- 6 nights accommodations (2 nights in Banjaran Hot Springs, Perak; 2 nights in Eastern & Oriental Penang and 2 nights in Seri Chenang Resort & Spa Langkawi)
- Meals: 6 breakfast, 3 lunch, 1 tea and 3 dinner
- Spa sessions, unique dining experiences, private yacht island hopping with bbq dinner arrangements and selected sight-seeing tours

There are three (3) Grand Prize to be won for Qualifying Transactions made during the Promotion Period, each valued at approximately RM25,000.00. Aggregate value of each Grand Prize is correct at the time of printing.

Each Grand Prize is governed by the following terms and conditions from the appointed travel agent:

- Package rate is valid for travel from 1 November 2013 till 31 May 2014 (except during certain block out dates by respective resorts or hotels)
- Package rate excludes peak season surcharge imposed by the resorts or hotels which will be borne by the winner, payable directly to the appointed travel agent
- Winners are required to make advanced reservations within 30 days after receiving notification from MasterCard and confirmation is subject to availability
- Only "Original" voucher is accepted to redeem the Grand Prize. Voucher will be subject to verification at time of presentation and the appointed travel agent reserves the right not to accept any voucher that has or appears to have been forged, damaged, defaced or otherwise tampered with
- The voucher cannot be used with other promotions. Voucher cannot be replaced if stolen or lost
- The voucher is not exchangeable for cash and may not be used for promotional items
- The voucher must be redeemed in full and it is not replaceable or refundable whether in whole or in part
- The winner will bear the cost difference should the item(s) redeemed exceed those included above
- Unused balance value of the voucher is not redeemable nor exchangeable for cash

Weekly Prize x 9 winners: 3D2N Trip to Langkawi

One (1) Weekly Prize ("Weekly Prize") for each Qualifying Period of a trip to Langkawi for two (2) adults for three (3) days and two (2) nights. Each Weekly Prize package consists of:

- Return economy class tickets on Malaysia Airlines (Kuala Lumpur-Langkawi-Kuala Lumpur) including fuel surcharges and airport taxes for two (2) adults
- Return airport transfers in Kuala Lumpur
 - 2 nights accommodations in Seri Chenang Resort & Spa Langkawi
 - Meals: 2 breakfast and 1 dinner
- Spa sessions, unique dining experiences and selected sight-seeing tours

There are nine (9) Weekly Prize to be won for Qualifying Transactions made during the Promotion Period, each valued at approximately RM5,000.00. Aggregate value of each Weekly Prize is correct at the time of printing.

Each Grand Prize is governed by the following terms and conditions from the appointed travel agent:

- Package rate is valid for travel from November 1, 2013 till May 31, 2014 (except during certain block out dates by respective resorts or hotels)
- Package rate excludes peak season surcharge imposed by the resorts or hotels which will be borne by the winner, payable directly to the appointed travel agent
- Winners are required to make advanced reservations within 30 days after receiving notification from MasterCard and confirmation is subject to availability
- Only "Original" voucher is accepted to redeem the Weekly Prize. Voucher will be subject to verification at time of presentation and the appointed travel agent reserves the right not to accept any voucher that has or appears to have been forged, damaged, defaced or otherwise tampered with
- The voucher cannot be used with other promotions. Voucher cannot be replaced if stolen or lost
- The voucher is not exchangeable for cash and may not be used on promotional items
- The voucher must be redeemed in full and it is not replaceable or refundable whether in whole or in part
- The winner will bear the cost difference should the item(s) redeemed exceed those included above
- Unused balance value of the voucher is not redeemable nor exchangeable for cash

5.2 The Prize must be used by 31 May 2014. Reservation must be made at least 30 days after the notification by MasterCard or by 31 December 2013, whichever comes first. Any requested dates of stay are subject to confirmation based on availability of Prize components set out above.

5.3 The combined value of all the Prizes is RM100,000.

- 5.4 All-out-of pocket expenses, meals, travel insurance, visas, travel, other accommodation expenses, transfers and any other ancillary costs, including amendment fees for changes to the prize reservations, except as specifically stated otherwise in these terms and conditions, incurred by a winner and his/her nominated guest are the responsibility of the individual prize winner and, where applicable, his/her nominated guest.
- 5.5 Participants shall be solely responsible for any taxes or duties payable by them as a result of participation in this Promotion or winning or using the Prize.
- 5.6 The Prize is subject to the terms and conditions of the appointed travel agent and/or hotels, comprising terms and conditions stipulated by the hotel(s) and/or other travel or prize provider that MasterCard may choose at its absolute discretion to supply the Prize or part thereof. MasterCard is not responsible or liable for any loss, damage or injury suffered by any winner or guest as a result of the conduct of the appointed travel agent or hotel(s) or other travel or prize provider that MasterCard may choose at its absolute discretion to supply the Prize or part thereof or otherwise as a result of the winner or guest accepting and/or using the Prize, except for any loss, damage or injury which is due to the negligence or willful misconduct of MasterCard or which otherwise cannot be excluded by law.

6 General conditions related to the Promotion Contest

- 6.1 By registering for the Promotion, each Registered Cardholder fully and unconditionally agrees to and accepts these terms and conditions and accepts that the decision of MasterCard, its external auditors and agencies regarding the Promotion and all matters related to it, including without limitation, the interpretation of these terms and conditions and the decision who to award the Prize to, is final and binding and no correspondence will be entered into.
- 6.2 MasterCard accepts no responsibility for late, lost or misdirected entries into the Promotion or other communications.
- 6.3 The winner may be required to attend prize presentations and/or participate in publicity programs which MasterCard may organise from time to time in connection with the Promotion and if so, the winner will be required to attend such functions and hereby agrees to do so. Expenses and/or costs incurred by the winner for such attendance shall be borne by the winner. MasterCard shall provide the winner with at least 2 weeks' notice of any such function.
- 6.4 Before a prize is awarded, the winner and any other person sharing the Prize with the winner may be required to sign an agreement to release MasterCard from, and indemnify MasterCard against, any loss, damage or injury arising from the use or participation in the Prize, except to the extent any loss, damage or injury is due to the negligence or willful misconduct of MasterCard or which otherwise cannot be excluded by law.

7 Winner Selection and Winner Notification and Announcement

- 7.1 All entries into the Promotion for Malaysia will go into one random computerised selection process. The selection process will take place on 30 September 2013 at 10.00am (Malaysian time) or at such later time as MasterCard deems fit, but no later than 31 October 2013 at MasterCard's office at Suite 17.1, Level 17, Menara SapuraKencana Petroleum, No.1, Jalan Dutamas 1, Solaris Dutamas, 50480 Kuala Lumpur, Malaysia.
- (a) First, the Grand Prizes will be selected from all entries entered into the Promotion in a random computerized selection process. Fifty (50) entries will be selected. The first three (3) valid entries selected will win the Grand Prize subject to the shortlisted Registered Cardholder meeting the eligibility criteria set out in clause 7.5 and being able to correctly answer a question(s) posed by MasterCard over the phone within 14 days after the draw. If the shortlisted Registered Cardholder does not meet the eligibility criteria set out in clause 7.5 or does not correctly answer the question(s) posed by MasterCard immediately after it is posed or cannot be reached by MasterCard within 2 day after the first attempted call, the Grand Prize is deemed unclaimed and the second valid entry selected will win the Grand Prize subject to the shortlisted Registered Cardholder meeting the eligibility criteria set out in clause 7.5 and being able to correctly answer a question(s) posed by MasterCard over the phone. If the new shortlisted Registered Cardholder does not meet the eligibility criteria or does not correctly answer the question(s) posed by MasterCard immediately after it is posed or cannot be reached by MasterCard within 2 days after the first attempted call to the new winner, the Grand Prize is deemed unclaimed again and the third valid entry drawn will win the Grand Prize subject to the shortlisted Registered Cardholder meeting the eligibility criteria set out in clause 7.5 and being able to correctly answer a question(s) posed by MasterCard over the phone. Subject to the following, this procedure will be repeated until three (3) winners are found. If no winner is found after this procedure has been repeated ten (10) times or within

two (2) months after the date set out in clause 7.3, the Grand Prizes will be forfeited. MasterCard shall endeavor to contact by telephone (based on contact details used to submit the registration by the Registered Cardholder) each shortlisted Registered Cardholder on a best effort basis but shall not in any event be obliged to make more than three (3) attempts to call a shortlisted Registered Cardholder.

- (b) After the Grand Prize has been drawn, the nine (9) Weekly Prizes will be drawn.
- (i) There will be one Weekly Prize drawn for each week of the Contest Period, each a "Qualifying Period". The following are the Qualifying Periods each starting at 00.01am (Kuala Lumpur time) on the first day of Qualifying Period and finishing at 11.59pm (Kuala Lumpur) on the last day of a Qualifying Period: 29 June 2013 to 7 July 2013; 8 July 2013 to 14 July 2013; 15 July 2013 to 21 July 2013; 22 July 2013 to 28 July 2013; 29 July 2013 to 4 August 2013; 5 August 2013 to 11 August 2013; 12 August 2013 to 18 August 2013; 19 August 2013 to 25 August 2013 and 26 August 2013 to 1 September 2013. Each Charge Slip will enter the selection for that Qualifying Period during which it was registered via SMS (e.g., if a Qualifying Transaction was made in Malaysia on 30 June and registration via SMS done on 5 August, the Charge Slip evidencing that Qualifying Transaction will be entered into the selection for the Qualifying Period starting 5 August 2013 and ending 11 August 2013. Charge Slip(s) qualification will not be constrained by the transaction date, i.e. Charge slip(s) accrued before a Cardholder registers via SMS will stand, provided such Charge Slip(s) was earned and registered via SMS within the Promotion Period.
- (ii) Twenty (20) entries will be drawn in respect of each Qualifying Period. The first valid entry drawn in respect of each Qualifying Period will win the relevant Weekly Prize subject to the shortlisted Registered Cardholder meeting the eligibility criteria set out in clause 7.5 and being able to correctly answer a question(s) posed by MasterCard over the phone within 14 days after the draw. If the shortlisted Registered Cardholder does not correctly answer the question(s) posed by MasterCard immediately after it is posed or cannot be reached by MasterCard within 2 days after the first attempted call to the shortlisted Registered Cardholder, the relevant Weekly Prize is deemed unclaimed and the second valid entry drawn in respect of the relevant Qualifying Period will win the relevant Weekly Prize subject to the shortlisted Registered Cardholder meeting the eligibility criteria set out in clause 7.5 and being able to correctly answer a question(s) posed by MasterCard over the phone. If the new shortlisted Registered Cardholder does not meet the eligibility criteria set out in clause 7.5 or does not correctly answer the question(s) posed by MasterCard immediately after it is posed or cannot be reached by MasterCard within 2 days after the first attempted call to the new shortlisted Registered Cardholder, the Weekly Prize is deemed unclaimed again and the third valid entry drawn in respect of the relevant Qualifying Period will win the relevant Weekly Prize subject to the shortlisted Registered Cardholder meeting the eligibility criteria set out in clause 7.5 and being able to correctly answer a question(s) posed by MasterCard over the phone. Subject to the following, this procedure will be repeated for each Qualifying Period until a winner is found. If no winner is found in respect of a Qualifying Period after this procedure has been repeated ten (10) times or within two (2) months after the date set out in clause 7.3, the relevant Weekly Prize will be forfeited. MasterCard shall endeavor to contact by telephone (based on contact details used to submit the registration by the Registered Cardholder) each shortlisted Registered Cardholder on a best effort basis but shall not in any event be obliged to make more than three (3) attempts to call a shortlisted Registered Cardholder .
- 7.2 The shortlisted Registered Cardholder will be notified by telephone and by ordinary post within 7 days after the winners' selection process being conducted. Notice shall be deemed to have been given by telephone by contacting the number of the shortlisted Registered Cardholder and by ordinary post by posting such notification to the shortlisted Registered Cardholder's address (both as determined by the relevant Registered Card Issuing Bank's account records).
- 7.3 The winner(s) will be publicly announced within thirty (30) days after the determination of the winner(s) in accordance with clause 7.1 and 7.4 on the Promotion Website before 2nd December 2013.
- 7.4 The winners of the Grand Prize and Weekly Prize of the Promotion Contest are required to submit by post the following documents to MasterCard at "MasterCard 1Malaysia Mega Sale 2013 Promotion", No. 15, Block B, Lot 756, Jalan Subang 3, 47610 Subang Jaya, Selangor, Malaysia within seven (7) working days after having correctly answered the question(s) posed by MasterCard and been notified by telephone that he/she has won a Promotion Contest:
- the original winning Charge Slip or an Issuing Bank account statement for the Registered Card (in case of an online transaction), with his name, address and contact number written legibly on the back;

- a clear legible copy of his/her MyKad or MyPR (for Malaysian residents)/passport (for non-Malaysian residents); and
- a clear legible copy of his/her MasterCard Card that was used for the winning transaction (revealing only the first 2-digits and last 4-digits).

7.5 The winner's entitlement to the Prize is subject to the following:

- the Charge Slip submitted in accordance with clause 7.4 must reflect a valid Qualifying Transaction as determined solely by MasterCard;
- the relevant Registered Card must be valid and the account must be in good standing as determined at the sole discretion of the Issuing Bank at the time of Prize claim; and
- the documents requested under clause 7.4 above must be mailed by the Prize Winner to the address stipulated in clause 7.4 within the required timeframe stipulated in clause 7.4.

7.6 MasterCard reserves the right, at its sole discretion, to reject a Prize winner if he/she is unable to satisfy the conditions set out in clauses 7.4 and 7.5.

8 Claiming of Promotion Contest Prize

- 8.1 The Prize will be awarded to the Cardholder of the Registered Card which was used in the Qualifying Transaction evidenced by the Charge Slip which has won the Promotion (as determined by the relevant Issuing Bank's account records). For Corporate Cards, the Prize will be awarded to the individual named on the Corporate Cards (as determined by the relevant Issuing Bank's account records) and MasterCard shall have no liability with regards to any Corporate Card policy regarding the participant's participation or receipt of the Prize.
- 8.2 The Prize will be deemed claimed when the winner signs the acknowledgement of receipt prescribed by MasterCard.
- 8.3 The Prize is not redeemable for cash, is not transferable and will only be given to the winner who is able to satisfy all the requirements for the claiming of prizes as set out herein.
- 8.4 If the particular Prize or any component thereof is unavailable for any reason whatsoever, MasterCard reserves the right, at its sole discretion, to provide an alternative Prize of an equivalent value without prior notice, subject to any directions from the regulatory authorities.

GENERAL CONDITIONS

9 Terms

9.1 The Registered Cardholder's participation in this Promotion shall be governed by:

- a) these terms and conditions;
- b) the terms and conditions stated on the Promotion Website or any document issued by or obtained from MasterCard or a Participating Merchant by any other means; and
- c) any other terms and conditions as may be stipulated by MasterCard or by the respective Participating Merchants from time to time.

9.2 MasterCard may at any time vary, modify or amend any of the above terms and conditions as MasterCard, in its absolute discretion, thinks fit, and the Registered Cardholder shall be bound by such variations and amendments immediately upon the posting of the revised terms and conditions on the Promotion Website.

10 Your responsibilities

10.1 By consenting to these terms and conditions, you agree that:

- (i) you represent only yourself here and no other person;
- (ii) that you are of the legal age of majority in order to enter into contracts (i.e. not less than 18 years of age) or if you are entering into these terms for a corporation you are able to bind such entity;
- (iii) you will provide accurate and complete information to MasterCard, including, but not limited to, information required to register for the Promotion and to claim the Prize;
- (iv) you will not use the Promotion to reproduce, duplicate, copy, sell, resell, distribute, publish or exploit for any commercial purpose the software, products, trademarks or services provided by MasterCard or obtained through the Promotion without obtaining the express, prior written consent of MasterCard and

this restriction includes any attempt to incorporate any information from the Promotion into any other directory, product, or service;

(v) you will provide for your own access to the Promotion, including, but not limited to, obtaining and maintaining all telephone, computer hardware and software, and other equipment and paying all related charges;

(vi) you will not use the Promotion in any manner that adversely affects the availability of its resources to or enjoyment by other users or in any manner that could damage, disable, overburden, or impair MasterCard's servers or networks;

(vii) you will not use the Promotion or any purpose that is unlawful or prohibited by these terms and conditions; and

(ix) MasterCard accepts no responsibility for late, lost, rejected, blocked, undelivered or misdirected entries or submissions, including any entry or submission not received due to the malfunction of any electrical or electronic device, computer, computer server, computer network, telephone or cell phone, however described.

You are entirely responsible for maintaining the security and confidentiality of your SMS registration(s)/entry(ies), and you are responsible for all activities and conduct by you or anyone else that are conducted through your mobile number. You agree to notify MasterCard immediately of any unauthorised use of your mobile number or any other breach of security. MasterCard will not be liable for any loss or damages of any kind that may arise as a result of someone else using your Charge Slip, personal details, mobile number or any of your details, either with or without your knowledge; however, you may be held liable for any losses incurred by MasterCard or another party due to someone else using any of your details.

11 Disclaimer of warranties

- 11.1 To the extent permitted by law, MasterCard provides the Promotion, and all related software, services and content "as is" and "as available" without any warranty of any kind, either express or implied, including without limitation, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement; any warranty that the service operates error-free or without interruption; or any warranty that information obtained through the Promotion is accurate or reliable. The entire risk arising out of the use of the Promotion remains with you.
- 11.2 By participating in the Promotion, Registered Cardholders understand and agree that any material and/or data downloaded or otherwise obtained through the use of the Promotion is done at your own discretion and risk and that you will be solely responsible for any damage to your computer system or loss of data that results from the download of such material and/or data.
- 11.3 MasterCard makes no warranty regarding goods or services purchased or obtained through the Promotion or any transactions entered into as a result of the use of the Promotion.
- 11.4 No advice or information, whether verbal or written, obtained by Registered Cardholders from MasterCard or through the Promotion shall create any warranty not expressly made herein.

12 Limitation of liability

- 12.1 To the full extent permitted by law, MasterCard and its respective directors, officers, employees, affiliates and agents shall not be liable in any way whatsoever in respect of any loss, injury, claim or damage (including without limitation, death or personal injury) incurred or suffered by a Registered Cardholder or any other person which may be caused, directly or indirectly, in whole or in part, from any participation in the Promotion or the receipt, use or misuse of any Promotion Reward or any component thereof or suffered during the course of utilisation. Without limiting the foregoing, MasterCard is not responsible for any errors in the offer details, any delay caused by a failure to validly registered Charge Slips, any card account fees or penalties that a Registered Cardholder incurs on any Registered Cards. Any tax liability resulting from participation in the Promotion shall be the relevant Registered Cardholder's sole responsibility, and not MasterCard's responsibility or the responsibility of any Issuing Bank that issued the Registered Cards. Issuing Banks may report information regarding the Promotion and participation in it to tax authorities. Issuing Banks may not vary these terms as applied to the relationship between Registered Cardholders and MasterCard and may not make any commitments that are binding on MasterCard.

13 Indemnity

- 13.1 Each Registered Cardholder shall indemnify and hold MasterCard and its directors, officers, employees, affiliates and agents harmless from and against any claim, action, proceeding, judgment, damage, loss, expense or liability suffered or incurred by MasterCard or its directors, officers, employees, affiliates and

agents in connection with such Registered Cardholder's participation in the Promotion including the receipt, use or misuse of any Promotion Prize by such Registered Cardholder and any other person, and such Registered Cardholder's breach of these terms and conditions.

14 Privacy

14.1

In connection with providing and administering the Promotion and communicating the Promotion to MasterCard Cardholders and contacting winners, MasterCard and/or any other entity within the MasterCard Group may be collecting personal information (including title, name, photo, email (electronic mail), first 2 digits and last 4 digits of MasterCard Card, photocopy of photograph identification) from each participant in the Promotion, and using such personal information for such purpose. Some personal information (name, email and photograph identification) will be transferred to service providers for the purposes of administering the Promotion, communicating the Promotion to MasterCard Cardholders and contacting winners. These service providers include the vendors organizing, managing or participating in the Promotion. For more information on how MasterCard or such other entity may use such personal information and for information on how you may contact MasterCard to request for access or to amend your personal information, or to limit the use of your personal information, please refer to MasterCard's Privacy Policy which can be found at <http://www.mastercard.com/sea/personal/en/general/global-privacy-notice.html>.

Privasi

Sehubungan dengan menyediakan dan mentadbir Promosi dan memberitahu para Pemegang Kad MasterCard mengenai Promosi dan menghubungi para pemenang, Mastercard dan/atau mana-mana badan lain di dalam Kumpulan MasterCard boleh mengumpul maklumat peribadi (termasuk gelaran, nama, gambar, emel, 2 angka pertama dan 4 angka akhir Kad MasterCard, salinan fotokopi gambar pengenalan) dari setiap peserta dalam Promosi, dan menggunakan maklumat peribadi bagi tujuan Promosi tersebut. Beberapa maklumat peribadi (nama, emel dan gambar pengenalan) akan dipindahkan kepada penyedia-penyedia perkhidmatan bagi tujuan mentadbir Promosi, memberitahu para Pemegang Kad MasterCard mengenai Promosi dan menghubungi para pemenang. Penyedia-penyedia perkhidmatan termasuk penjual-penjual yang menganjurkan, menguruskan atau mengambil bahagian dalam Promosi. Untuk maklumat lanjut mengenai bagaimana MasterCard atau badan lain boleh menggunakan maklumat peribadi tersebut dan untuk maklumat mengenai bagaimana anda boleh menghubungi MasterCard untuk memohon akses atau untuk meminda maklumat peribadi anda, atau untuk menghadkan penggunaan maklumat peribadi anda, sila rujuk kepada [Dasar Privasi MasterCard yang boleh didapati di http://www.mastercard.com/sea/personal/en/general/global-privacy-notice.html](http://www.mastercard.com/sea/personal/en/general/global-privacy-notice.html).

15 Ownership and Licenses

- 15.1 All contents of the Promotion, including, without limitation, names, graphics, videos, logos, trademarks, images, software and text, are the property of MasterCard, Participating Merchants, and/or advertisers and are protected by copyright, trademark, and other intellectual property and proprietary rights owned and/or controlled by MasterCard or by other parties that have licensed or otherwise provided their material to MasterCard. Such content may not be copied, distributed, disassembled, decompiled, reverse engineered, used for commercial use, reposted on other sites or transmitted in any way without the prior written consent of MasterCard. Registered Cardholders may not modify the content in any way, nor delete any copyright or trademark notice. Nothing in these terms and conditions grants Registered Cardholders the right to use any MasterCard trademarks or intellectual property without MasterCard's prior written consent, which MasterCard may withhold in its sole and absolute discretion. Any unauthorized commercial use of these materials will violate MasterCard's or its affiliate's intellectual property. Registered Cardholders are granted solely a limited, non-exclusive revocable license to use the content for their own personal use in accordance with these Terms.
- 15.2 Any information, ideas, suggestions, or communications sent by Registered Cardholders to MasterCard through the Promotion become the exclusive property of MasterCard. Subject to the terms of MasterCard's Privacy Policy, MasterCard is entitled to use, reproduce, disclose and/or distribute any information submitted by a Registered Cardholder for any purpose without restriction or compensation to a Registered Cardholder.

16 Miscellaneous

- 16.1 In the event of any abuse or fraud in respect of the registration of Charge Slips for the Promotion, MasterCard may, in its absolute discretion, cancel validly registered Charge Slips.

- 16.2 Without prejudice to any of MasterCard's rights and remedies, MasterCard may, at any time without notice and without giving any reason, in its absolute discretion, modify or terminate this Promotion or any portion thereof.
- 16.3 MasterCard may withdraw, cancel or invalidate any Charge Slips already qualified, if any fraud or irregularity is suspected by MasterCard, without incurring any liability to any Registered Cardholder.
- 16.4 MasterCard shall not be liable if it is unable to perform its obligations under these terms and conditions, due directly or indirectly to the failure of any machine or communication system, industrial dispute, war, act of God, or anything beyond the control of MasterCard or its employees, servants or agents.
- 16.5 In the event of any inconsistency between these terms and conditions, and any terms and conditions referred to in any brochure, marketing or promotional material relating to the Promotion, these terms and conditions shall prevail.
- 16.6 MasterCard's decision on all matters relating to or connected with this Promotion, including without limitation the interpretation of these terms and conditions, shall be final and binding on the Registered Cardholder and no questions or correspondence will be entered into or entertained.
- 16.7 MasterCard reserves the right to conduct Promotions similar to the Promotion in countries other than Singapore. Each such project will be subject to its own terms and conditions.
- 16.8 These terms do not replace the terms and conditions or any other information required or stipulated by the Registered Cardholders' Issuing Banks. Any and all questions regarding MasterCard payment cards or cardholder account should be directed to the Issuing Bank that issued you the card. These terms shall be binding upon and continue for the benefit of the parties hereto. These terms and conditions may not be assigned by you. MasterCard may assign its rights and obligations at any time. These terms comprise the entire agreement between Registered Cardholders and MasterCard with respect to the Promotion and supersedes all prior agreements between the parties regarding the subject matter contained herein. Any waiver of any provision of the terms will be effective only if in writing and signed by MasterCard. Any dispute between Registered Cardholders and MasterCard shall be governed by the laws of Singapore. These terms and conditions are governed by the laws of Singapore. If a court of competent jurisdiction finds any provision or portion of the terms to be unenforceable, the remaining provisions of the terms will continue in full force and effect. Any notices to Registered Cardholders or MasterCard shall be made via email to the email address provided by the Registered Cardholder. Any disputes regarding, the Promotion or Registered Cardholders ability to participate in the Promotion may be determined by MasterCard. Any resolution will be final and binding. Any waiver by MasterCard shall be valid if authorized in writing.