

Visa payWave WAVE & WIN Campaign Terms and Conditions

A. PROMOTION PERIOD

Visa payWave WAVE & WIN Campaign (“The Promotion”) organised by Visa International (Asia Pacific) LLC – Malaysia Representative Office (“Visa”) shall commence on **1 July 2017** at 12:00AM MYT **until 31 August 2017** at 11:59PM MYT (both dates inclusive) unless notified otherwise (“Promotion Period”)

By participating in The Promotion, or attempting to utilize any of the benefits and/or privileges of the Promotion, the Eligible Participants are deemed to have read, understood and agreed to be bound by the terms and conditions as set out below:

B. ELIGIBILITY

1. The Promotion is open to all new and existing principal or supplementary cardholder of Visa credit, debit or prepaid card with the Visa payWave ripple sign printed on the card (“Visa payWave card”) **issued in Malaysia by any authorized financial institutions**. This includes, but not limited to AEON Credit, Affin Bank, Agro Bank, Al Rajhi Bank, Alliance Bank, Ambank, Bank Islam, Bank Simpanan Nasional, CIMB Bank, Citibank, Hong Leong Bank, HSBC Bank, Kuwait Finance House, Maybank, Public Bank, RHB Bank, Standard Chartered Bank, UOB Bank (“Financial Institutions”).
2. The Promotion is open to person (s) who fulfil all the below criteria (“Eligible Participants”);
 - a) Aged above 18 years old.
 - b) Malaysian citizen, permanent resident of Malaysia, the holder of Malaysia My Second Home (MM2H) or non-Malaysian resident.
 - c) NOT an employee of Visa or any of its affiliates (which shall mean any one or more of the following: Visa Worldwide Pte. Ltd, Visa International Service Association, Visa International (Asia Pacific), LLC and any other entity that, directly or indirectly controls, is controlled by or is under the common control with any Visa entity), their advertising agencies, sales promotion agencies, campaign management agency, or immediate family members of such employees (meaning parents, spouses, children and siblings)
3. Notwithstanding anything herein, Visa has the absolute discretion at any time, to determine the eligibility of any Eligible Participant and shall not be obliged to give any reasons whatsoever, the decision(s) made by Visa shall be final.

C. PROMOTION MECHANICS

4. To qualify in The Promotion, Eligible Participant must spend a minimum of **RM5.00 and above per transaction** via Visa payWave card (Credit, Debit or Prepaid) during the Promotion Period via the two (2) methods below:
 - a. **WAVE AND PIN**
Transaction above RM250.00 - Visa payWave card is being waved (No insert) at contactless reader screen, followed by **entering a valid 6-digit PIN** for purchases (if PIN is prompted by the card reader for payment processing); **OR**
 - b. **WAVE & GO**
Transaction of RM250.00 and below - Visa payWave card is being waved (No insert) at card terminal screen, **NO PIN is required** for purchases (If NO PIN is prompted by the card reader for payment processing).

each such transaction being a “**Qualifying Transaction**” with at least twenty (20) Qualifying Transactions (cumulative) made on the same Visa payWave card during the Promotion Period

5. Top 170 Eligible Participants with the highest number of Qualifying Transactions will win the following prizes. No random lucky draw involved.

No	Item	No. of Prizes
1	Microsoft Surface Pro 4 i5 12.3" 8GB 256GB Tablet	7
2	Samsung Galaxy S8	60
3	Samsung Galaxy Tab S3 9.7"	20
4	Tumi Alpha Bravo Compact Brief	20
5	Samsonite Oval Spinner 24"	30
6	AEON Vouchers	33
	Total	170

6. Qualifying Transactions includes any face to face transaction at cashier counter (exclude online transaction(s)) successfully transacted using a Visa payWave card during the Promotion Period at any merchant who accepts Visa payWave, subject to Clause 4.
7. Any Qualifying Transaction that is reversed or cancelled shall be excluded from eligibility in the Promotion.
8. Any transaction made with a Visa payWave card, BUT inserted or dipped to a card reader or terminal card for payment using PIN (without complying to Clause 4) during the Promotion Period will not be a Qualifying Transaction and shall be excluded from eligibility in the Promotion.
9. NO Accumulation of Visa payWave transactions from different Visa payWave cards possessed by the same or different Eligible participants. These will NOT be accumulated to be deemed as Qualifying Transaction.
10. Visa shall not be responsible for any failure or delay in the transmission of evidence of sales transactions by merchant establishments or any other party within Malaysia.

11. In the event where the Eligible Participant's Visa payWave card may not be successfully waved over the contactless card reader or processed as valid Visa payWave transaction at merchant's outlet due to different parameter settings by different Financial Institutions, Eligible Participants are advised to contact their respective Financial Institutions for immediate rectification for continuation of campaign participation.

D. WINNERS SELECTION & PRIZES FULFILMENT

12. There are a total of 170 prizes allocated amounting to an estimated value of RM300,000 in this campaign; The prizes comprise of:

Prizes Allocation by Winner

No	Item	No. of Prizes	Top Winners with highest number of Qualifying Transactions (ranked)
1	Microsoft Surface Pro 4 i5 12.3" 8GB 256GB Tablet	7	Top 1 - 7 Winners
2	Samsung Galaxy S8	60	Subsequent top 60 winners <i>(i.e. Top No. 8 - 67 Winners)</i>
3	Samsung Galaxy Tab S3 9.7"	20	Subsequent top 20 winners <i>(i.e. Top No. 68 - 87 Winners)</i>
4	Tumi Alpha Bravo Compact Brief	20	Subsequent top 20 winners <i>(i.e. Top No. 88 - 107 Winners)</i>
5	Samsonite Oval Spinner 24"	30	Subsequent top 30 winners <i>(i.e. Top No. 108 - 137 Winners)</i>
6	AEON Vouchers	33	Subsequent top 33 winners <i>(i.e. Top No. 138 - 170 Winners)</i>
	Total	170	

13. Selection of winners is strictly based on:

- a. Top 170 Eligible Participants with highest number of Qualifying Transactions during the Promotion Period as per Visa data, with prizes ranked according to the number of Qualifying Transactions made as per the table above, provided that they have complied with these terms and conditions are successfully contacted in accordance with these terms and conditions herein.
- b. Each Winner will win prizes in accordance to the Prizes Allocation Table as stipulated at Clause 12 above.
- c. Each person can only win a maximum of one (1) prize in the Promotion, even if the person used multiple Visa payWave cards during the Promotion Period and would otherwise have been eligible to win more than one prize based on number of Eligible Transactions made with multiple Visa payWave cards.
- d. In the event where the Eligible Participants' Qualifying Transactions may have potentially ranked himself/herself with more than one (1) prize based on the prize allocation table in Clause 12 above, that person will only be awarded with one (1) prize of the highest value amongst the potential prizes and will be deemed as a winner of that prize only, whereas the other prizes will be awarded to the next eligible winner(s).

14. Prizes Fulfilment managed by Dynamic Search (defined below in Clause 24) will be based on the process below.
 - a. Based on the selection criteria set out in Clause 13, Visa will send the corresponding Eligible Participants' Visa card number to their respective Financial Institutions to verify and obtain cardholders contact details to facilitate prizes fulfilment minimum four (4) weeks after the Promotion ends. Upon obtaining such details, Visa will provide Dynamic Search with such details for the purpose set forth below.
 - b. Dynamic Search will contact the Eligible Participants based on the contact details furnished by the respective Financial Institutions, where the call attempts will be up to a maximum of three (3) times via telephone channel in reaching out to the Eligible Participants and to arrange prizes delivery upon successful attempt in contacting & obtaining prizes delivery address.
 - c. The winners will be notified of the estimated date for the delivery of prizes.
 - d. In the event of failure in contacting the Eligible Participants by Dynamic Search (for any reason), subject to Clause 14 (a) and (b), the said prize will be deemed voided by Visa.
 - e. The decision to void the said prize pursuant to Clause 14(d) shall be final and binding and no requests, queries, challenges or appeals by Eligible Participant to reinstate or revoke the voided prize may be made or entertained.
 - f. In the event where Visa is unable to obtain an Eligible Participant's contact details from its relevant issuing Financial Institution under this Clause 14 , the Eligible Participant will be disqualified from The Promotion.
15. In the event of a tie, the Eligible Participant with the highest transaction value based on the accumulated Qualified Transactions will serve as the tie breaker. If this fails to break the tie then a tie breaker question will be administrated over the phone by Visa's appointed agency, Dynamic Search Sdn Bhd. The Eligible Participants with the correct answer answered in the shortest time will be declared the winner. The other Eligible Participant will be considered for the next prizes in-line as stipulated in Clause 12 or none at all, unless otherwise specified.
16. All prizes in The Promotion is non-transferrable and not exchangeable for cash.
17. All Winners must maintain valid/ active Visa payWave card account, in good standing and must not be in breach of any of the Terms and Conditions of The Promotion and/or the Financial Institutions' Cardholders' Agreement at the point of awarding the prize. If otherwise, the prize will be forfeited.
18. Eligible Participants are also bound by the terms and conditions set by the respective Financial Institutions.
19. Pictures of the prizes shown in any advertising, promotional, publicity and other materials relating to or in connection with The Promotion is for illustration purposes only and may not depict the actual colour or model of the prizes.
20. Visa makes no representation or warranty with respect to quality of the prizes and shall not be responsible to replace any lost, stolen or defective Prizes (whether due to defects in materials or workmanship by manufacturer under warranty or otherwise). The Winners are to deal directly with the Merchant for such warranty information or claim.
21. Any dispute concerning goods received for prize under The Promotion shall be settled between the Winners and the Merchant without recourse to Visa.
22. Winners announcement will be made via Visa Malaysia's Facebook page or Visa Malaysia official website minimum eight (8) weeks after The Promotion ends.

E. PARTICIPATING POLICY

23. NO registration is required for participation in The Promotion.
24. The use of Visa payWave by the Eligible Participants fulfilling the criteria as stipulated in Section A, B and C shall be deemed as consent for:
 - a. Eligible Participant to enrol and participate in this Promotion; and
 - b. Visa to disclose Eligible Participant's name, contact number, address and the last 4-digits of their respective Malaysian Identification Card Number (Masked IC number) to the appointed agency, Dynamic Search Sdn Bhd ("Dynamic Search") engaged by Visa for the campaign management and prizes fulfilment purpose.
25. Eligible participant(s) may call Dynamic Search for inquiries pertaining to the Promotion (during Promotion period) or Prize delivery (4 weeks after promotion ends) at +603 – 78757067.
26. The Eligible Participant agrees to participate in all publicity-related activities such as photo-shooting and/or video taking for promotional purposes during and after the Promotion Period
27. By participating in The Promotion, the Eligible Participant agrees that Visa and their affiliates as well as their respective representatives, agents and employees shall not be responsible or liable in any manner whatsoever for:
 - a. any deficiency or inadequacy of service provided or any damage suffered by them which may arise from or be in any way connected with their act or omission.
 - b. any act, omission, failure or delay which is due to an act of God, riots, acts of terrorism, storms, fire, any labour or industrial dispute, any strike, and other acts which are not reasonably within the control of Visa
 - c. any substitution in any form whatsoever in lieu of the Prizes stipulated in Clause 5 (or any items included therein).
 - d. any prize that is damaged, defaced, illegible, lost or stolen after the receipt of prizes.
 - e. any amount charged to the Eligible Participant's Visa payWave Card account in the course of entering into and participating in the Promotion.
28. For the avoidance of doubt, nothing said or implied during and throughout the Promotion shall in anyway waive, derogate from or amend any of the terms or conditions of any cardholder agreement with the relevant financial institutions.
29. Any attempt to participate in The Promotion after the Promotion Period shall not be entertained and any submission which is incomplete, damaged, irregular submitted through illicit means, or do not conform to or satisfy any of the terms and conditions of The Promotion shall be disqualified.
30. Notwithstanding anything contained herein, Visa reserves the right to decline the eligibility of any Eligible Participant to participate in The Promotion for any reason whatsoever as Visa may in its absolute discretion deem fit. In particular, Visa shall have the absolute right to decline the eligibility of an Eligible Participant who has performed an "Qualifying Transaction" within the meaning of these Terms and Conditions, in a manner or pattern which Visa deems to be abnormal, irregular and/or is indicative of an attempt to obtain an unfair advantage over other Eligible Participant with normal/regular Visa payWave spending and/or transaction(s) patterns, and Visa's decision in this matter shall be final and conclusive on all Eligible Participants.

F. GENERAL TERMS

31. By participating in The Promotion, all participants agree to be bound by the applicable rules and regulations, and agree to abide by Visa's decisions, which shall be final. No challenges, protests, further appeal or correspondence from the participants will be entertained.
32. In the event, persons who are not Eligible Participants; and/or have committed or are suspected of committing any fraudulent or wrongful acts in relation to the use of their Visa payWave Card and/or any transactions made thereof; Visa and their affiliates as well as their respective representatives reserve the right to disqualify such persons from participating in The Promotion.
33. The terms and conditions set out in this section are cumulative to, and are not meant to derogate from or prejudice, the specific terms and conditions, or rights of Visa and their affiliates as well as their respective representatives, agents or employees in respect of the Promotion as stated herein.
34. By participating in or attempting to participate in The Promotion, all participants agree to take part in any promotion or publicity exercise as may be conducted by Visa and:
 - a. Irrevocably and unconditionally grant Visa all consents and waivers necessary for Visa to record and use their performance, appearance, likeness, name, voice and/or particulars (as the case may be) in any manner as Visa shall in its sole discretion deem fit; and
 - b. Irrevocably acknowledge and agree that Visa shall be at liberty to publish and otherwise use any such recordings made by Visa, including, without limitation, telephone recordings, audio recordings, visual recordings and photographs (if any), for the promotion and publicity of The Promotion (whether now or in the future); and
 - c. Assigns to Visa all rights, which the participants may acquire or have under law in relation to such recordings.
35. All participants hereby give their consent to and authorize Visa to disclose their particulars obtained by Visa from the respective Financial Institutions under Clause 14(b) to the third party service providers engaged by Visa (Dynamic Search) for the purposes of Promotion administration and prize fulfilment. Such particulars will be deleted within two (2) months after prize delivery has been fully completed if there is no dispute.
36. Visa reserve the right:
 - a. to amend, delete or add to any of the terms and conditions herein;
 - b. to cancel, terminate or suspend The Promotion, at any time with or without notice to a participant
37. All Eligible participants agree to access Visa's official website at www.visa.com.my at regular time intervals to view the Terms and Conditions of The Promotion and to ensure that they keep-up-to-date with any changes or variations to the Terms and Conditions.
38. For the avoidance of any doubt, the exercise by Visa of any of its foregoing rights shall not entitle any participants to claim for compensation whatsoever against Visa and/or in relation to The Promotion.
39. Visa shall not be liable to any participant for any direct, indirect, incidental, special or consequential loss or damage (including, but not limited to, loss of income, profits or goodwill) arising from or in

connection with the Promotion or any of the prizes, gifts or benefits provided under The Promotion, even if Visa have been advised of the possibility of such loss or damage (including, but not limited to, any loss or damage arising from any failure to receive or process any entry; any error in computing any chance; any computer, telecommunications or equipment failure or malfunction; or any notice which is misdirected or lost in the postal system).

40. Visa shall not be liable and responsible for any liability with respect to injury, death, consequential loss or damage arising from use of the prize(s).
41. Visa's decisions on all matters relating to The Promotion are final and binding on all participants of this Promotion, and no correspondence will be entertained.
42. In the event of any inconsistency between these terms and conditions and any brochures, marketing or other Promotion material relating to The Promotion, these terms and conditions shall prevail.
43. These terms and conditions shall be governed by the laws of Malaysia and all participants of The Promotion shall be deemed agreeable to submit to the exclusive jurisdiction of the courts of Malaysia.
44. In addition to the terms stipulated above, Cardholders agree that the general terms and conditions in the Cardholders' Agreement shall be read together with these terms and conditions as an entire agreement. In the event of any discrepancies between the Terms and Conditions of the Campaign and the general terms and conditions contained in the Cardholder's Agreement, the specific terms herein shall prevail to the extent of such discrepancy.