

MERCHANTRADE MONEY CARDHOLDER FIRST TIME HELLOSIM REGISTRATION WITH FREE RM5 HELLOSIM AIRTIME CREDIT REWARD CAMPAIGN (Campaign Terms and Conditions)

A. CAMPAIGN

1. This Merchantrade Money Cardholder First Time HelloSIM Registration with Free RM5 HelloSIM Airtime Credit Reward Campaign (herein referred to as “**Campaign**”) is organized by Valyou Sdn Bhd [200701008529 (766531-U)] (hereinafter “**Organizer**”) and shall be subject to the Campaign Terms and Conditions.
2. This Campaign is exclusively open for participation to registered individual(s) who are the Cardholder(s) of a Merchantrade Money VISA Prepaid Card that are not HelloSIM Subscriber(s) prior to the Campaign Period, who meet the eligibility criteria set out in **Section 5** (hereinafter “**Eligible Cardholder(s)**”). By participating in this Campaign, Eligible Cardholder(s) hereby expressly agree to be bound by the Campaign Terms and Conditions.
3. The Campaign period starts 12.00am on 1.1.2024 and automatically expires at 11.59pm 31.12.2024 (both dates inclusive) unless notified otherwise (“hereinafter **Campaign Period**”).
4. Participation in this Campaign is free of charge.

B. DEFINITIONS AND INTERPRETATION

Unless the context otherwise requires, the following words and expressions used in the Campaign Terms and Conditions shall have the following meaning:

“**Cardholder(s)**” means the registered individual who is a holder of the Merchantrade Money Visa Prepaid Card and authorized by Merchantrade to use the Card in accordance with the Merchantrade Money Visa Prepaid Card Agreement.

“**Eligible Cardholder(s)**” “**You**”, “**you**”, “**Your**” or “**your**” means a registered individual who is a holder of the Merchantrade Money Visa Prepaid Card that is not a HelloSIM Subscriber(s) prior to the Campaign Period, who subsequently registers to become a HelloSIM Subscriber(s) for the first time during the Campaign Period.

“**Free RM5 HelloSIM Airtime Credit**” refers to the mobile phone credit worth Ringgit Malaysia Five (RM5).

“**HelloSIM Prepaid Mobile Services**” or “**HelloSIM**” means prepaid mobile services with value-added services (as applicable) offered by the Organizer, Valyou Sdn Bhd.

“**HelloSIM Subscriber(s)**” means an authorized user of the HelloSIM Prepaid Mobile Services.

“**HelloSIM Best 35**” refers to the data package offered by Valyou Sdn Bhd under the brand name HelloSIM which is currently being sold at Ringgit Malaysian Thirty Five (RM35) per month.

“**HelloSIM Account**” refers to the mobile prepaid account maintained by Valyou Sdn Bhd according to the mobile number registered under the HelloSIM Subscriber’s name.

“**Loss**” refers to direct, indirect, special, incidental, punitive or exemplary losses and consequential damages, loss of profit, business or revenue; loss of goodwill; loss of opportunity; loss of operation time; loss of or corruption of data; wasted management of staff time; costs; expenses whether or not foreseeable, and whether the Organizer has been advised of the possibility of such loss or damages.

“**Merchantrade**” refers to Merchantrade Asia Sdn Bhd, an authorized dealer for HelloSIM appointed by the Organizer.

“Merchantrade Money VISA Prepaid Card” or “Card” is an electronic money (e-money) payment instrument with multi-currency wallet that contains monetary value that is paid in advance by the Cardholder(s) to enable payments for purchases, which carries the VISA payment features and issued by Merchantrade.

“Merchantrade Group of Companies” refers collectively to Merchantrade and its subsidiaries.

a **“Section”** shall, subject to any contrary indication, be construed as a reference to a section in the Campaign Terms and Conditions;

references to **“the Campaign Terms & Conditions”** shall include (if applicable) all its Schedules, Appendixes and all amendments and/or modifications to Campaign Terms and Conditions as shall from time to time be in force;

references to Section(s) or Schedule(s) or Appendix(es) are to be construed as references to the section or schedules or appendixes of the Campaign Terms and Conditions;

words importing the masculine gender shall be deemed and taken to include the feminine gender and neuter genders and the singular to include the plural number and *vice versa*;

reference to any statute or statutory provision includes a reference to that statute or statutory provision as from time to time amended, extended or re-enacted and must include all by-laws, instruments, orders, rules, and regulations made thereunder;

words denoting an obligation to an Eligible Cardholder(s) or Organizer to do an act, matter or thing includes an obligation to procure that it be done or words placing the Eligible Cardholder(s) or Organizer under a restriction include an obligation not to permit an infringement of the restriction;

a reference to **‘date’** or **‘time’** is a reference to that date or time in Malaysia.

C. ELIGIBILITY

5. This Campaign is exclusively open to Eligible Cardholder(s) who are not a HelloSIM Subscriber(s) prior to the Campaign Period.
6. The following category of persons are NOT eligible to participate in this Campaign:
 - (a) permanent, temporary and contract staff of the Organizer and/or in the Merchantrade Group of Companies including their immediate family members (i.e., spouse, children, parents, brothers and/or sister); and/or
 - (b) dealer(s), agent(s) and/or vendor(s) of the Organizer and/or Merchantrade Group of Companies.

D. CAMPAIGN MECHANICS

7. Eligible Cardholder(s) who successfully register to become a HelloSIM Subscriber(s) during the Campaign Period shall be entitled to receive only one (1) Free RM5 HelloSIM Airtime Credit.

E. REGISTRATION

8. Eligible Cardholders(s) must adhere to the following steps to participate in the Campaign:

STEP 1

Eligible Cardholders(s) visit any of the Organizer’s or Merchantrade designated branches, and/or approach any authorized sales staff of the Organizer or Merchantrade to facilitate the registration of HelloSIM.

STEP 2

Eligible Cardholders(s) must present their Card and original identification documents to the Organizer or Merchante trade sale staff (as applicable). For Eligible Cardholders(s) who are foreigners, they must present their Card together with the original copy of their passport and (as proof of residential address) must produce either of the following documents (i) Visa; (ii) letter of confirmation from their employer; (iii) copy a remittance slip for money transfer transaction; or (iv) such other documents that the Organizer may require.

STEP 3

Upon the Organizer's determination to its satisfaction that the documentation under STEP 2 is in order, the Organizer will allocate the Eligible Cardholders(s) with a HelloSIM Card and proceed to register the Eligible Cardholder(s) as a HelloSIM Subscriber(s).

STEP 4

Upon successful registration, the Organizer will credit into the Eligible Cardholders(s) newly registered HelloSIM Account one (1) Free RM5 HelloSIM Airtime Credit for each Qualified Registration(s) subject to such applicable provisions in the Campaign Terms and Conditions.

F. QUALIFIED REGISTRATION(S)

9. For registration as a HelloSIM Subscriber(s) to be deemed a Qualified Registration(s), Eligible Cardholder(s) must meet following pre-conditions:
 - (a) Eligible Cardholder(s) must meet the eligibility criteria outlined in **Section 5** of the Terms and Conditions;
 - (b) The registration process must result in the successful registration as a HelloSIM Subscriber(s);
 - (c) Eligible Cardholder(s) must not be in breach of the Campaign Terms and Conditions and/or there is no decline or rejection pursuant to **Section 10** of such registration of Eligible Cardholder(s) to become a HelloSIM Subscriber(s);
 - (d) Eligible Cardholder(s) Card must not be inactive, cancelled, terminated and the Eligible Cardholder(s) must not be in breach of the Merchante trade Money Visa Prepaid Card Agreement at the point of applying to register to become a HelloSIM Subscriber(s).
10. Eligible Cardholder(s) acknowledge and agree that the Organizer reserves sole and absolute discretion to decline/reject any registration of Eligible Cardholder(s), without any obligations to assign any reason thereto.

G. DISQUALIFIED REGISTRATION(S)

11. Without limitation, Eligible Cardholder(s) shall automatically be deemed disqualified under this Campaign with no entitlement to Free RM5 HelloSIM Airtime Credit if (i) Eligible Cardholder(s) does NOT fulfill all the requirements in **section 9**; (ii) Eligible Cardholder(s) fail to comply with the requirements in **section 8**; (iii) the registration of Eligible Cardholder(s) to become a HelloSIM (s) fails for any reason whatsoever or is denied after verification by the Organizer; and/or (iv) any actions or omission by the Eligible Cardholder(s) is in breach of any provision in the Campaign Terms and Conditions, Merchante trade Money Visa Prepaid Card Agreement or is in violation of any applicable laws.

E. OTHER CONDITIONS

12. You acknowledge that by participating in this Campaign, that all decisions made by the Organizer in relation to this Campaign shall be final, binding and conclusive under any circumstances, including without limitation in relation to the Free RM5 HelloSIM Airtime Credit to be given away, the Organizer's right to accept, reject or disqualify any Eligible Cardholder(s) and the right to extend, shorten, discontinue, cancel, terminate or suspend this Campaign.
13. In the event any such Eligible Cardholder(s) rejects the Free HelloSIM RM 5 Free Airtime Credit for any reason whatsoever, the Organizer shall at its absolute discretion forfeit the Free HelloSIM RM 5 Free Airtime Credit and such Eligible Cardholder(s) will have no legal right to demand any payment or be entitled to any form of compensation for any such forfeited Free HelloSIM RM 5 Free Airtime Credit.
14. You acknowledge that, you shall not acquire any rights in the use of any logo, symbol or tradename of the Organizer or Merchante Group of Companies save and except for those rights conferred by the Organizer to you pursuant to **Section 5** of the Campaign Terms and Conditions.
15. The Campaign Terms and Conditions contained herein shall prevail over any inconsistent terms, conditions, provisions or representation contained in any promotional or advertising materials in connection with this Campaign.
16. The Organizer reserves the right to cancel, withdraw, suspend or extend this Campaign at any time without prior notice and the Organizer shall not be liable to you for all or any Loss incurred or suffered as a direct or indirect result of any cancellation, withdrawal, suspension or extension of this Campaign.
17. The Organizer is not and shall not be responsible for any delay, error, or supervening events that are beyond the management and control of the Organizer that is in relation to the operations of this Campaign caused by, without limitation due to breakdown, malfunction of any computer system, servers or providers, computer equipment, software, technical problems or congestion on the internet and/or any website or telecommunication services or a combination thereof, including injury or damage to you or to any person's computer or mobile device related to or resulting from participating or downloading materials in or in connection with this Campaign.
18. The Organizer and the Merchante Group of Companies, its, subsidiaries, related companies, respective officers, employees, directors, members, shareholders and representatives ("collectively referred to as "Affiliates") shall not be responsible for any Loss or damage of any kind arising out of or in relation to this Campaign.
19. By participating in this Campaign, you hereby release the Organizer from any or all liability and shall indemnify and hold the Organizer and their Affiliates harmless against any and/or all claims, demands, cause of action, Loss, damage, costs, expenses and rights whatsoever which may arise, or which may have arisen, whether in whole or in part, directly or indirectly.
20. The Organizer reserves the right to collect, receive, use, disclose and retain (limited to the extent permitted under the Personal Data Protection Act 2010) any personal information or data from you in accordance to the Privacy Notice accessible through the link (<https://hellosim.com.my/legal/policy>).
21. The Organizer reserves the absolute right to vary, delete, amend, add, replace or modify the Campaign Terms and Conditions without prior notice. You acknowledge that your participation in this Campaign constitutes your irrevocable consent to any amendments, variations, replacements or modifications hereto which shall be final, binding and conclusive under any circumstances.
22. The obligation of the Eligible Cardholder(s) to indemnify the Organizer set forth in **Section 19** shall continue to apply and shall survive the cancellation, withdrawal, suspension or expiration of this Campaign (as applicable).
23. This Campaign and the Campaign Terms and Conditions herein stated is governed by the laws of Malaysia.