

## HELLOSIM BEST 35 CUSTOMER EXCLUSIVE FREE RM5 HELLOSIM AIRTIME CREDIT REWARD CAMPAIGN FOR REMITTANCE WITH MERCHANTRADE (Campaign Terms and Conditions).

### A. CAMPAIGN

1. This HelloSIM BEST 35 Customer Exclusive Free RM5 HelloSIM Airtime Credit Reward Campaign for Remittance with Merchantrade (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 active individual HelloSIM Subscriber(s) who must have subscribed to the HelloSIM Best 35 data package prior to the Campaign Period and who maintains an active subscription to the HelloSIM Best 35 data package throughout the Campaign Period, that meet the eligibility criteria set out in **Section 5** (“**Eligible Subscriber(s)**”). By participating in this Campaign, Eligible Subscriber(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:

“**Eligible Subscriber(s)**” “**You**”, “**you**”, “**Your**” or “**your**” refers to an active individual HelloSIM Subscriber(s) who must have subscribed to the HelloSIM Best 35 data package prior to the Campaign Period and who maintains an active subscription to the HelloSIM Best 35 data package throughout the Campaign Period, that meet the eligibility criteria set out in **Section 5**.

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

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

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

“**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 or not either Party has been advised of the possibility of such loss or damages;

“**Merchantrade Remittance Channels**” refers to the physical retail locations such as Merchantrade branches and agents including digital platform(s) such as the Merchantrade Money App, eRemit web application and eRemit App which are designated and approved by Merchantrade for Eligible Subscriber(s) to visit and/or use for the purpose of carrying out international remittance transaction.

“**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 Subscriber(s) or Organizer to do an act, matter or thing includes an obligation to procure that it be done or words placing the Eligible Subscriber(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 Subscriber(s) who has carried out a minimum one (1) international remittance transaction through any one of the designated and approved Merchantrade Remittance Channels during 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.
  - (c) HelloSIM Subscriber(s) that have not subscribed to HelloSIM Best 35 data package prior to the Campaign Period.
  - (d) an individual who is deemed an Eligible Subscriber(s) but has never carried out any international remittance transaction through any one of the designated and approved Merchantrade Remittance Channels during the Campaign Period.
  - (e) an individual deemed an Eligible Subscriber(s) prior to the Campaign Period, (i) who has ceased to subscribe to HelloSIM Best 35 during the Campaign Period; or (ii) who has switched to a different subscription package during the Campaign Period.

### **D. CAMPAIGN MECHANICS**

7. Eligible Subscriber(s) are entitled to receive one (1) Free RM5 HelloSIM Airtime Credit subject to **Section 8** for an international remittance transaction carried out through any one of the Merchantrade Remittance Channels during the Campaign Period.
8. The Organizer imposes a daily limit for the number of Free RM5 HelloSIM Airtime Credit awarded to Eligible Subscriber(s) to a maximum of three (3) international remittance transactions per day. Eligible Subscriber(s) who carry out more than three (3) international remittance transactions in a day, will only qualify to receive Free RM5 HelloSIM Airtime Credit for the first three (3) international remittance transactions that is carried out on that day.

9. The Free RM5 HelloSIM Airtime Credit shall be credited directly to the HelloSIM Account of Eligible Subscriber(s) upon completion of all necessary verification by the Organizer.

**E. OTHER CONDITIONS**

10. 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 Subscriber(s) and the right to extend, shorten, discontinue, cancel, terminate or suspend this Campaign.

11. In the event any such Eligible Subscriber(s):

- (i) rejects the Free RM5 HelloSIM Airtime Credit; or
- (ii) elects to port out, switch to a different subscription package or terminate their subscription at any time during the Campaign Period, after carrying out an international remittance transaction but before receiving the Free RM5 HelloSIM Airtime Credit;

the Organizer shall at its absolute discretion forfeit the Free RM5 HelloSIM Airtime Credit and such Eligible Subscriber(s) will have no legal right to demand any payment or be entitled to any form of compensation for any such forfeited Free RM5 HelloSIM Airtime Credit.

12. You acknowledge that, you shall not acquire any rights in the use of any logo, symbol or tradename of the Organizer or Merchand 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.
13. Whenever you access or use any web application or mobile App for the purpose of carrying out any such international remittance transaction, you must comply with the standards of use as set out for the access and use of such web or mobile App ("digital platforms"). The Organizer is not responsible and will not be liable in any manner whatsoever if any of the digital platforms limits your right or ability to use such digital platform or any feature contained within such digital platforms to carry out any international remittance transaction.
14. 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.
15. 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.
16. 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.
17. The Organizer and the Merchand 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.
18. 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.

19. 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>).
20. 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.
21. The obligation of Eligible Subscriber(s) to indemnify the Organizer set forth in **Section 18** shall continue to apply and shall survive the cancellation, withdrawal, suspension or expiration of this Campaign (as applicable).
22. This Campaign and the Campaign Terms and Conditions herein stated is governed by the laws of Malaysia.