

“revPAY (Malaysia E-banking) Taobao 12.12 Campaign 2019”

TERMS & CONDITIONS

The following sets-out the terms and conditions applicable to the Campaign (“**Terms & Conditions**”):-

CAMPAIGN PERIOD

The “revPAY (Malaysia e-Banking) Taobao 12.12 Campaign 2019” (“**Campaign**”) organized by Revenue Harvest Sdn. Bhd. (621984-T) (“**Revenue**”) will run from **12 December 2019 00:00:00 to 12 December 2019 23:59:59 Malaysia Time** (“**Campaign Period**”). By participating in this Campaign, the Eligible Customers hereby expressly agreed to be bound by the Terms & Conditions and the decisions made by Revenue.

ELIGIBILITY

1) Subject to these Terms and Conditions, in order to be an Eligible Participants towards winning the campaign prize:-

- a) have a valid personal bank account opened in Malaysia with an e-banking account set up from any of the following banks:-

| No. | Internet Banking/ FPX/ E-wallets | | | | |
|-----|---|----|------------------------|----|--------------|
| 1 | Ambank | 9 | Affin Bank | 18 | Boost |
| 2 | Bank Muamalat | 10 | Allianz | 19 | BIG Loyalty |
| 3 | Bank Rakyat | 11 | Bank Islam | 20 | Merchantrade |
| 4 | CIMB Bank | 12 | Bank Simpanan Nasional | 21 | Touch N’Go |
| 5 | Hong Leong Bank (Internet Banking & Scan&Pay) | 13 | HSBC | | |
| 6 | Maybank | 14 | KFH Online | | |
| 7 | Public Bank | 15 | OCBC | | |
| 8 | RHB Bank | 16 | Standard Chartered | | |
| | | 17 | UOB | | |

- b) place any amount of transaction on Taobao® Marketplace (<http://world.taobao.com>) (including its regional websites) or the Tmall.com™ Global Platform (<http://www.tmall.com>) and successfully check out via Malaysia e-Banking services with all participating banks during the Campaign Period (“**Eligible Transaction**”)

2) The following transactions are **NOT** considered as Eligible Transactions: -

- a) transactions which are subsequently cancelled or refunded (whether full or partial cancellation or refund of purchase orders) including but not limited to transactions cancelled by Bank, Seller or Buyer for any reason whatsoever; or
- b) transactions which are disputed or deemed to be unauthorized or fraudulent.

CAMPAIGN MECHANICS

- 1) During the Campaign Period, registered members of Taobao® Marketplace or the Tmall Global Platform members who completed an Eligible Transaction will be eligible in the waiver 1.5% service charge.

- i) Purchase must be made with revPAY Malaysia E-banking (Desktop)

Example:

Item Price * ~~1.5% service charge~~ **0% service charge** = Purchasing Price
 MYR300 * ~~1.5% service charge~~ **0% service charge** = ~~MYR 304.50~~ **MYR300.00**

- 2) Eligible customer will be notified on the revPAY payment landing page for the entitlement of the 1.5% waiver.
- 3) The campaign service charge waiver is only eligible for the first 15,000 transactions. (base on a first come first serve basis)

- 4) The cash rebate amount will be reflected from the customer's transaction before confirmation of payment.
- 5) Eligible customer will only be paying the purchase value after deducting the 1.5% waiver of service charge.

GENERAL TERMS & CONDITIONS

- 1) In the event that the Campaign is ceased or suspended by the relevant authorities or due to network attack or system fault, or other factors beyond the control of the Alipay® Platform, Taobao® Marketplace, Tmall.com™ Platform, any other platforms operated by Alibaba Group (collectively the "Platforms"), the Campaign may be terminated immediately by Revenue Harvest and the Customers shall have no recourse against the Platforms or Revenue.
- 2) Despite the collaboration between Revenue, Alipay® Platform, Taobao® Marketplace and the Tmall Platform in promoting the Campaign, Revenue is solely responsible for sponsoring the cash back, and organizing and executing the Campaign. Any questions or concerns relating to the Campaign should be made to Revenue.
- 3) Revenue's decision on all matters relating to the Campaign will be final and binding, including the determination of Recipients and cash back. No correspondence, protests or appeals will be entertained.
- 4) Revenue reserves the right to alter, shorten, cancel, suspend or terminate this Campaign or any part thereof by giving at least five (5) days' prior notice via revPAY Facebook (www.facebook.com/revPAY.com.my) and/or through any other mode in the absolute discretion of Revenue.
- 5) For the avoidance of doubt, the alteration, shortening, cancellation, suspension or termination by Revenue shall not entitle Eligible Customers or any other persons whatsoever to any claim or compensation against Revenue for any losses or damages suffered or incurred as a direct or indirect result of the act of alteration, shortening, cancellation, suspension or termination.
- 6) Sellers on Taobao® Marketplace and Tmall.com™ Platform and the parcel forwarders are responsible for selling and after sales services. Neither of the Platforms nor Revenue is involved in the sales process and will not assume any responsibility for any product quality issues relating to products purchased by Customers on the Taobao® Marketplace or Tmall.com™ Platform or any other platforms operated by Alibaba Group.
- 7) By participating in this Campaign, the Eligible Customers agree to be bound by these Terms and Conditions. The Platforms and Revenue reserve the right to amend the Terms and Conditions and the amended and restated terms and conditions will be published on the official campaign website. The Eligible Customers' continued participation in this Campaign after the publication of the amended and restated terms and conditions will be deemed as the Eligible Customers' acceptance of the amended and restated terms and conditions. Revenue reserve the right in their sole and absolute discretion to cancel, modify or suspend this Campaign in whole or in part, without liability to the Eligible Customers. Revenue reserve the right to disqualify the Eligible Customers in its sole discretion.
- 8) To the fullest extent permitted by law, by participating in this Campaign, the Eligible Customers agree that the Eligible Customers will not hold the Platforms, Revenue or their officers, servants, employees, representatives and/or agents (including without limitation, any third-party service providers that Platforms or Revenue may engage for the purposes of this Campaign), liable for any loss or damages that the Eligible Customers may incur, in connection with the Campaign.
- 9) The Eligible Customers hereby give their consent to and authorize the Platforms and Revenue to disclose the Eligible Customers' particulars to the appointed representatives engaged by the Platforms and Revenue solely for the purposes of this Campaign, if any, and the disclosure of such particulars to any third party service providers will be limited to the Eligible Customers' name, email address and telephone number and will be used only in relation to and for purposes of this Campaign and in the manner in accordance with the provisions of Personal Data Protection Act 2010.
- 10) Neither Platforms nor Revenue will be responsible for any late, lost, delayed, incomplete, illegible, misdirected or undeliverable entries, responses, or other correspondence, whether by e-mail or otherwise.
- 11) The Platforms and/or Revenue will not be liable for any default due to any act of God, war, riot, strike, lockout, industrial action, fire, flood, drought, storm, epidemic, pandemic, technical or system failure or any event beyond the reasonable control of Promoters.
- 12) Disclaimer: TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL ANY OF THE PLATFORMS AND/OR REVENUE BE LIABLE TO THE ELIGIBLE CUSTOMERS FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH THE ELIGIBLE CUSTOMERS PARTICIPATION IN THIS CAMPAIGN, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT THE PLATFORMS AND/OR REVENUE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.
- 13) Words denoting the singular include the plural and *vice versa*.
- 14) In the event of a conflict in the interpretation of this Terms and Conditions and any translation of it in any language, the English version of this Terms and Conditions shall prevail.