

TERMS & CONDITIONS FOR KA\$H CARNIVAL 2020

(The "Campaign")

IMPORTANT: PLEASE READ THESE TERMS AND CONDITIONS ("TERMS AND CONDITIONS") BEFORE PARTICIPATING IN THIS CONTEST, THIS IS A LEGALLY BINDING AGREEMENT BETWEEN YOU AND VIRTUALFLEX SDN BHD ("VFSB") ESTABLISHING THE TERMS AND CONDITIONS UNDER WHICH YOU ARE ENTITLED TO PARTICIPATE IN THIS CAMPAIGN. BY ENTERING THIS CAMPAIGN, YOU CONFIRM THAT YOU HAVE READ AND UNDERSTOOD, AND AGREE TO ABIDE BY, THESE TERMS AND CONDITIONS.

- 1. **Organizer.** The Campaign is organized by Virtualflex Sdn Bhd ("**Organizer**").
- 2. **Campaign Period:** Campaign Period ("**Campaign Period**"): run monthly for 3 months from 1st August until 31st October 2020.

3. Eligible Products:

- For the purpose of this Campaign, "KA\$H Card" shall mean any of the following:
 - o KA\$H Generic Prepaid Mastercard
 - o KA\$H JCorp Prepaid Mastercard

4. Eligibility

4.1. General Eligibility Requirements

- All individual resident in Malaysia aged 18 years old and above as of 1st August 2020 are eligible to participate in the Campaign.
- Only individuals who successfully registered with KA\$H Card within the Campaign Period with no pending approval are eligible to participate in the Campaign.

4.2. Not Eligible

- The following are not eligible to participate in the Contest:
 - Employees and family members of Organizer.
 - Employees of any party which is directly involved in organizing, promoting or conducting the Contest.
 - Groups, organizations and company
 - Individual that are from the list of disallowed countries by MasterCard are not eligible to register with KA\$H Prepaid Mastercard;
 - 1) AFGHANISTAN
 - 2) ARGENTINA
 - 3) BOLIVIA
 - 4) BRAZIL
 - 5) CENTRAL AFRICAN REPUBLIC
 - 6) CHILE
 - 7) CRIMEA
 - 8) COLOMBIA
 - 9) CONGO
 - 10) COTE D'IVOIRE
 - 11) CUBA

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- 12) ECUADOR
- 13) ERITREA
- 14) GUINEA-BISSAU
- 15) GUYANA
- 16) IRAN
- 17) IRAQ
- 18) LEBANON
- 19) LIBERIA
- 20) LIBYAN ARAB JAMAHIRIYA
- 21) MALI
- 22) MEXICO
- 23) NORTH KOREA
- 24) PARAGUAY
- 25) PERU
- 26) ROMANIA
- 27) RWANDA
- 28) SOMALIA
- 29) SOUTH AFRICA
- 30) SUDAN (SOUTH & NORTH)
- 31) SURINAME
- 32) SYRIA
- 33) URUGUAY
- 34) VENEZUELA
- 35) YEMEN

5. Campaign Mechanics

- 5.1. Entries
 - 5.1.1. Activate KA\$H Card within the campaign months
 - 5.1.2. Spend & pay using KA\$H Card at any KFC or Pizza Hut outlets in Malaysia with minimum spending of **RM16.00** in a single receipt
 - 5.1.3. Share receipt at participant's Facebook account (must be public account) & tag @kashmalaysia
- 5.2. Last submission will be on or before 11.59pm on the last day of each month of Campaign period. Example, for the month of August, the last submission will be on 31st August 2020 11.59pm (Malaysian Local Time)
- 5.3. Campaign entries will be void if:
 - 5.3.1. Card is not activated within the Campaign Period
 - 5.3.2. Receipt amount is less than RM16.00 and not issued by KFC or Pizza Hut outlets in Malaysia
 - 5.3.3. Participant did not complete receipt sharing on Facebook
 - 5.3.4. Participant did not tag @kashmalaysia in Facebook posting
 - 5.3.5. Participant did not provide required information (Registered Full Name and Mobile Number)
- 5.4. This Campaign is not valid in conjunction with any other on-going KA\$H promotions and contests, offers and/ or discounts, unless otherwise stated.

6. Claiming A Cashback

- 6.1. Each eligible card is entitled to receive 1 cashback of RM 8.00 only.
- 6.2. Cashback will be credited to the first 1,000 eligible entries monthly via KA\$H Wallet
- 6.3. Organizer will contact the eligible participant via Facebook DM for Cashback redemption processing
- 6.4. No request of replenishment or replacement of Cashback will be entertained. Organizer reserves the right to cancel, stop and/or forfeit the payout of the Cashback to any participant who did not meet the terms herein.

- **7.** Goods as Gifts. Where the Gifts under the Campaign are items/goods, they may not be substituted for cash. Organizer reserves the right to offer alternative Gifts or similar monetary value, without prior notice. If Gifts involved manufactured items, they shall be subject to the manufacturer's terms and conditions, service and maintenance, and Organizer do not accept any responsibility for them.
- **8.** Organizer's decision is final and binding. In the event of any dispute arising from the Campaign or relating to the interpretation of these Terms and Conditions, the decisions of Organizer on all matters pertaining to the Campaign shall be final and binding on all parties. No correspondence will be pertained.
- 9. Dishonesty would not be tolerated. You acknowledge and agree that no form of dishonesty will be tolerated. If you are found to be dishonest, as determined in the sole and absolute discretion of Organizer, you will immediately be disqualified from the Campaign. Dishonesty includes, but is not limited to, counterfeiting invoices or receipts, using multiple identification numbers, tampering with, hacking of the Contest sites (if any), participating in the Campaign without meeting the eligibility requirements, using any automated software or device to gain an advantage during the Campaign, use of the Campaign beyond the defined rules of the Campaign, attempting to disable or overwhelm any of Organizer's websites, Organizer's social media or the Campaign sites (if any), attempting to disrupt any portion of the Campaign, including but not limited to, allowing somebody else to use your Personal Information, or tampering with the redemption process.

ANY ATTEMPT BY A PERSON TO DELIBERATELY DAMAGE ANY OF ORGANIZER'S WEBSITES AND SOCIAL MEDIA OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS; AND SHOULD SUCH AN ATTEMPT BE MADE, ORGANIZER RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

- 10. No waiver. Organizer's failure to enforce any provision of these Terms and Conditions shall not constitute a waiver of that or of any other provision.
- 11. Modification of these Terms and Conditions, etc. Organizer may modify these Terms and Conditions and/or withdraw or terminate the Contest at any stage without any liability towards anyone.
- 12. All information is correct at the time of publishing. In the event of any inaccuracy or any discrepancy between the print and online versions, the online version shall prevail over the print version.
- 13. Severability. Each of the provisions of these terms and conditions apply to the maximum extent permitted by applicable law. If a court holds any provision of these Terms and Conditions to be illegal, invalid or unenforceable, the rest of these Terms and Conditions will remain in effect and these Terms and Conditions will be amended to give effect to the eliminated provision to the maximum extent possible.
- 14. Laws. The Contest shall be governed by and interpreted in accordance with the laws of Malaysia. The Campaign is void where prohibited or restricted by law and is subject to all applicable laws.