

TERMS AND CONDITIONS FOR VISA DEBIT SPEND AND WIN PROMOTION ("Promotion")

By participating in this Promotion, the participants hereby expressly agree to be bound by these Terms and Conditions and the decisions of Visa Worldwide Pte. Limited ("Visa").

1 Eligibility

- This Promotion is open to all individual Malaysian residents, Permanent Residents and Malaysia My Second Home (MM2H) aged 18 and above and who is the principal or supplementary Visa Debit cardholders of Al Rajhi Debit ATM Card-i, BSN Matrix Visa Electron Card, BSN Matrix-i Visa Electron Card, Citibank Visa Debit & ATM Card, Citigold Visa Debit & ATM Card, Maybankard Visa Debit, Tesco-RHB Debit Card, PB Day2Day Visa Debit Card, PB Visa Electron Debit Card excluding employees of Visa, its associated agencies, advertising agencies, external auditors and their immediate family members ("Eligible Participants").

- Cardholders whose accounts with the respective banks have been suspended or terminated or who have breached any other agreements with the respective banks are not eligible for the Promotion.

2 The Promotion Mechanics and Conditions

- The Promotion commences on 15 June 2009, 12.00am and ends on 13 September 2009, 11.59pm Malaysian time ("Promotion Period"). All entries must be received within this Promotion Period in order to be considered for prizes:

- First Month: 15 June 2009, 12.00am and ends on 14 July 2009 11.59pm Malaysian time;
- Second Month: 15 July 2009, 12.00am and ends on 14 Aug 2009 11.59pm Malaysian time;
- Third Month: 15 Aug 2009, 12.00am and ends on 13 September 2009 11.59pm Malaysian time

- To qualify for this Promotion, the Eligible Participants must satisfy the following requirements:

- The Eligible Participants must spend minimum of RM20.00 for retail transaction in a single receipt at participating merchant outlets within the Promotion Period, each Visa Debit transaction during the Promotion Period will entitle the Eligible Participants to one (1) SMS entry;
- Eligible Participants can submit as many entries (in accordance with paragraph 2.2(a)) as they wish within the Promotion Period but is entitled to win one (1) prize only;
- entries are accepted via Short Messaging Service (SMS) submission to 32123 only by keying in the following entry:
V<space>Name<space>6-digit Approval Code<space>Amount Spent
e.g.: V Jane Tan 123456 125.20
- entries that are submitted after the Promotion Period, incomplete, damaged, irregular, have been submitted though illicit means, or do not conform to or satisfy any of the terms and conditions of the Promotion shall be disqualified.

- An acknowledgement SMS shall be delivered to each Eligible Participant for each SMS entry received. The acknowledgement SMS, however, will not be an indication that the SMS entry is valid, nor will it be considered as a proof of purchase.

- To participate, Eligible Participants have to bear the cost of RM0.30 per SMS, which would be charged directly by the respective phone service providers.

- The following transactions are expressly excluded from the Promotion:-

- Cash advances;
- ATM withdrawals;
- Any payment made on the Internet;
- Monthly payments toward installment payment plans; and
- Regular payments automatically deducted from Visa Debit card accounts.

Provided always that Visa is entitled, in its absolute discretion, at any time without notice and without giving any reason, to take into account any other transaction for the purposes of this Promotion.

- Every Eligible Participant must keep the original Visa Debit transaction slip used for the entry as physical proof of purchase. A failure to retain the original Visa Debit transaction slip will result in disqualification from the Promotion and any entitlement to any prize.

- In the event that entries are submitted by persons who:

- are not Eligible Cardholders; and/or
- have committed or are suspected of committing any fraudulent or wrongful acts in relation to the use of their Visa Debit card(s) and/or any transactions made thereof;

Visa reserves the right to disqualify such persons from participating in the Promotion and/or from submitting their entries.

- All details submitted through SMS must match those on the original transaction slip. The Eligible Participant's name must be as stated on the Visa Debit card used in the transaction; the Approval Code must be the six-digit number indicated as, but not limited to, AUTH No., AUTH., App., Appr. No., Approval Number and Appr. Code on the Debit card slip; and, Amount Spent is the numerical amount charged on the Visa Debit card in a single receipt.

- Each SMS entry shall be subject to verification by Visa and/or its representatives. In the event that details in the entry are invalid, the entry will be disqualified.

- The SMS service provider for this promotion is Nyholt Telecommunications (M) Sdn Bhd ("Vendor").

3 Determination of the Prize Winners

- The selection of potential winners will take place at 10:00am 17 July 2009, 17 August 2009 and 17 September 2009 at the following venue: No 51-3, Jalan Radin Anum, Bandar Baru Seri Petaling, 57000, Kuala Lumpur.

- 10 entries will be selected for each month based on the computer generated list of entries. The 10 potential winners shall be the 150th, 300th, 450th, 600th, 750th, 900th, 1050th, 1200th, 1350th, and 1500th entry for the every month of the Promotion in the presence of an external auditor.

- The 10 computer selected entries shall be in the order as indicated in paragraph 3.2, the 150th SMS entry being the first potential winner and the 1500th SMS entry being the 10th potential winner in that order will be notified by telephone. The potential winner will be required to answer a question correctly. Potential winners agree that Visa and/or any of its representatives may contact them by telephone at any time of the day at the telephone number that the potential winner used to send the SMS entry.

- Should the potential winner fail to be contacted by telephone on the first attempt for reasons including, but not limited to, no reply, number not in use, no connection, etc., another attempt will be made within the next two (2) hours from the first attempt. Where this second attempt is unsuccessful, Visa reserves the right to select the next subsequent entry from the remaining entries referred to in Paragraph 3.2 above as one of the potential winners.

- When the notified potential winner answers the question correctly, the potential winner will be notified via telephone to provide the following documents by faxing to the Vendor at 03-90573818 within two (2) working days upon receipt of telephone notification:

- The Visa Debit transaction slip issued by the relevant participating merchant, with participant's name, date of transaction, amount spent and approval code; and
- Legible photocopy of his/her NRIC or passport.

- The potential winners must present the same original Visa Debit transaction slip upon subsequent request by Visa and the details of the potential winner's SMS entry must match those in the submitted documents.

- The winner will be selected based on the correct answer to 'Did you use your Visa Debit Card for this transaction?' submitted pursuant to paragraph 3.3 above by a panel of Judges to be determined by Visa. The potential winner will be confirmed as the winner (the "Winner") once Visa and/or its representatives have verified that the conditions set out in paragraphs 3.5 and 3.6 above have been satisfied. Visa's decision following such verification shall be final and conclusive of the matter and no correspondence will be entertained. The Winner will be notified by phone call and registered mail. The Winner will be announced in The Star newspaper or any other newspaper as Visa deems fit.

- If for any reason a potential winner is not selected as the Winner, Visa reserves the right to select the next subsequent entry from the remaining entries referred to in Paragraph 3.2 above as a potential winner.

- If a Winner cannot be confirmed or if the Prize(s) remains unclaimed after three (3) weeks of the announcement of the Winners, the Prize(s) shall be donated to a charitable organization to be determined by Visa in its sole discretion.

4 Prize

- The prizes to be given away under this Promotion are as follows:-

- 15 June 2009 – 14 July 2009 – One (1) monthly winner will win a brand new Perodua Myvi SE 1.3ZHS automobile on 17 July 2009;
- 15 July 2009 – 14 August 2009 – One (1) monthly winner will win a brand new Perodua Myvi SE 1.3ZHS automobile on 17 August 2009; and
- 15 August 2009 – 13 September 2009 – One (1) monthly winner will win a brand new Perodua Myvi SE 1.3ZHS automobile on 17 September 2009 (each a "Prize", collectively the "Prizes").

The maximum number of Prizes that an Eligible Participant stands to win under this Promotion is one (1) Prize. Visa and/or any of its representatives will issue a Redemption Letter to the Winner and forward the Winners' details (name, I/C, telephone number, address) to the distributor/agent who would then contact the Winners to redeem the prizes. The Winners shall be responsible for making the necessary arrangements with the agents/distributors for the delivery of the prize. The Winners shall be responsible for any tax and insurance premium, incidental cost and/or any other charges relating to any of the prizes. Visa and/or any of its representatives shall not be held liable for any tax, insurance premium, incidental cost, charges and/or damage caused by any of the prizes and/or non-fulfillment by any of its agents/distributors.

- Visa and/or any of its representatives shall not be responsible or liable in any manner whatsoever for any deficiency or inadequacy of service rendered by any third party or for any loss whatsoever of any nature in the course of availing the Prizes.

- The prizes are not transferable. The Winners shall not be entitled to any cash compensation/benefits or substitution in any form whatsoever in lieu of the Prizes.

- In the event of unavailability of the Prizes, Visa reserves the right to substitute the Prizes with any other item of similar value at any time without prior notice.

- Nothing said or implied during and throughout the Promotion shall in any way waive or amend any of the terms or conditions of the existing Visa Debit Cardholder agreement with the bank.

- For the avoidance of doubt, the Prizes do not include any accessories or items that may be shown for illustrative purposes on any leaflet, poster or other promotional item.

- To the fullest extent permitted by law, there are no, and Visa and/or any of its representatives expressly excludes and disclaims any representations, warranties, or endorsements, expressed or implied, written or oral, including but not limited to, any warranty of quality, merchantability of fitness for a particular purpose in respect of the Prizes.

- In the event that a Prize is won by a person who:

- is not an Eligible Participant; and/or
- has committed or is suspected of committing any fraudulent or wrongful acts in relation to use of their Visa Debit card and/or any transaction made thereof;

Visa and/or any of its representatives reserve the right to disqualify such person(s) from participating in the Promotion and/or from winning the Prize.

5 Miscellaneous

- By participating in this Promotion, Eligible Participants agree to take part in any promotion or publicity exercise as may be conducted by Visa and/or any of its representatives, its permitted assigns and the Eligible Participants hereby irrevocably and unconditionally grant Visa all consents and waivers necessary for Visa to record and use the Eligible Participants' 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. The Eligible Participants acknowledge that Visa shall be at liberty to publish and otherwise use any recordings made by Visa, without limitation, telephone recordings, audio recordings, visual recordings and photographs (if any), for the Promotion and publicity of this Promotion (whether now or in the future). Where permissible, each Eligible Participant expressly waives all rights, which the Eligible Participant may acquire or have under the law (and any subsequent enactment or amendments thereto).

If the Winner resides outside of Klang Valley, Visa shall at its absolute discretion bear the cost of transportation incurred by the Winner in attending the photo shoot session for publicity and advertisement purposes. Visa will bear the cost of two (2) days one (1) night accommodation at Traders Hotel or Prince Hotel or any hotel equivalent thereto and the Winner will be further entitled to one (1) hotel meal voucher of RM150.00 for the entire stay. The meal voucher may not be cashed in. All beverages, telephone calls, extra activities, additional spending money and all other ancillary costs not expressly provided are the responsibility of the Winner.

- All entries remain the sole property of Visa. The Eligible Participants hereby give their consent to and authorize Visa to disclose their particulars to the third party service providers engaged by Visa for purposes of the Promotion. Visa warrants that the disclosure of such particulars to any third party service providers shall be limited to the information as submitted by the Eligible Participant and shall be used only in relation to and for purposes of the Promotion. All Eligible Participant information submitted shall be held within Visa's secure database of entries. Data from the Vendor's system will be deleted in the presence of an external auditor fifteen (15) days after the end of the Promotion.

- Visa reserves the right:

- to amend, delete or add to any of the Terms and Conditions herein;
- to change or substitute the Prize (or any portion thereof) with a prize of similar value; and/or
- to cancel, terminate or suspend this Promotion

at any time with or without notice to an Eligible Participant. The Eligible Participants agree that continued participation in the Promotion shall constitute their acceptance of these terms and conditions (as modified and varied from time to time).

Eligible Participants may obtain updated versions of these Terms and Conditions, if any, by logging on to www.visagoexplore.com/my. For the avoidance of doubt, the exercise by Visa of any of its foregoing rights shall not entitle an Eligible Participant, a potential winner or a Winner to any prize or claim for compensation against Visa or any of the participating merchants of the Promotion.

- In no event shall Visa nor any of its officers, servants, employees, representatives and/or agents (including without limitation, any third party service providers engaged by Visa for purposes of the Promotion) be liable to any person participating in this Promotion 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 this Promotion or the Prize even if Visa has 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 change; any computer, telecommunications or equipment failure or malfunction; or any notice which is misdirected or lost in the postal system).

- Visa's decisions on all matters relating to this Promotion are final and binding on all Eligible Participants of this Promotion, and no correspondence or attempt to dispute such decision will be entertained. By participating in this Promotion, the Eligible Participants hereby expressly agree to be bound by these Terms and Conditions and the decisions of Visa.

- In the event of any inconsistency between these Terms and Conditions and any brochures, marketing or other promotional material relating to this Promotion, these Terms and Conditions shall prevail. If there is any discrepancy between English and Bahasa Malaysia versions of the Terms and Conditions, the English version shall prevail.

- These Terms and Conditions shall be governed by the laws of Malaysia and Eligible Participants of the Promotion agree to submit to the exclusive jurisdiction of the courts of Malaysia.