

THE WESTERN UNION® PHILIPPINE FLYBACK PROMOTION (“PROMOTION”) TERMS AND CONDITIONS (“TERMS AND CONDITIONS”)

By participating in this Promotion, entrants agree to be bound by these Terms and Conditions.

1. The promoter of this Promotion is Western Union Payments (Malaysia) Sdn Bhd. (970512P) of Level 22.03, The Gardens North Tower, Mid Valley City, Lingkaran Syed Putra, 59200 Kuala Lumpur, Malaysia (“**Promoter**”).
2. This Promotion is open to Malaysian residents aged 18 years or above (“**Participants**”). Employees (and their immediate families) of the Promoter, Western Union® Agents and Sub-agents, and service providers/marketing agencies associated with this Promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.
3. This Promotion commences on 12:01am (MYT) on 15 December 2018 and ends on 11:59pm (MYT) on 14 February 2019 (“Promotion Period”) and is subject to extension by the Promoters. Entries received after 12:00am (GMT+8) on 15 February 2019 (or such later Promotion Period end date) will not be accepted and will be deemed invalid.
4. Participants who send RM1,000 or above via Western Union® Money Transfer services from Malaysia to the Philippines with a Money Transfer Control Number (“MTCN”) via RETAIL (including AIR) at participating locations and DIGITAL (WU.com website and Western Union® Mobile app) (“qualifying transaction”) during the Promotion period, will be eligible to participate (“Eligible Participants”) in this Promotion. Based on the sequence of Eligible Participants, as captured by the Western Union® system, every 1000th Eligible Participants (“Winners”), will receive an AirAsia cash voucher worth RM900 (“prize”) to redeem (either partially or wholly) for their AirAsia return flight tickets to a valid Philippine destination that AirAsia flies to. In the event, the cost of return flight ticket is higher than the AirAsia cash voucher, the voucher holder can elect to top up with their own cash at their own expense. The maximum number of winners are limited to the first 60 of every 1000th Eligible Participants as determined by the transaction sequence of Western Union® system. An Eligible Participants can only win once regardless of the number of qualifying transactions he has made.

5. Prize winners will be notified using their details as provided in their winning Qualifying Transactions. Prize winners who cannot be contacted after at least three (3) attempts will be deemed to have forfeited their right to the relevant prize without compensation and the Promoter may then award such prize to the next Winner in the list of Eligible Participant from the pool of valid entries. Unclaimed prizes will be forfeited in favor of Promoter without compensation to those winners.
6. The prize(s) are not redeemable for cash, and the winner(s) shall be responsible for any tax arising for winning the prize. The prizes are provided by a third-party provider, subject to their respective terms and conditions as to product warranty. The third-party provider will be responsible for any matters arising from or in connection with the prizes, services, and/or information they provide in relation to which the Promoter will have no liability whatsoever. Any enquiry or complaint regarding the prizes, services, and/or information should be directed to such third-party provider. The Promoter will not be held liable to the quality and availability of the prizes, services and information provided by the third-party provider, and excludes liability in connection with the Promotion once the winner(s) enjoys any benefit relating to the Promotion of the full extent permitted by law.
7. The Promoter reserves the right, at any time, to verify the validity of the transaction by Eligible Participants (including Eligible Participant's identity, age, place of residence and contact information) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the Promotion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
8. If there is a dispute as to the identity of an Eligible Participant, the Promoter reserves the right, in its sole discretion, to determine the identity of the Eligible Participant.
9. If this Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties or failures, unauthorised intervention or fraud, vandalism, power failure, natural disasters, acts of God, civil unrest, strikes, infection by computer virus, bugs, tampering, unauthorised intervention, fraud, or any other causes beyond

the control of the Promoter, which corrupt or affect the administration, security, fairness or integrity or proper conduct of this Promotion, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any Eligible Participant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the Promotion, as appropriate to give effect so far as reasonably possible to the original intent of this Promotion.

10. Except for any liability that cannot by law be excluded, the Promoters (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any loyalty stamp card or discount claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in discount value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or Eligible Participant; or (f) taking/use of a discount.
11. Acceptance of any discount, benefit and/or offer provided by the Promoter will be deemed as consent by the winner(s) to take part in any related publicity and using their name, likeness, image and/or voice (including photograph, film and/or recording of the same) for advertising and other promotional purposes in any media for an unlimited period without compensation, except as otherwise prohibited by any applicable law.
12. To the extent that there is any inconsistency between these Terms and Conditions and other marketing materials or collateral produced in relation to this Promotion, these Terms and Condition will prevail.