# buymall wanna

## TERMS & CONDITIONS "wannaPay Launching Offer"

- 1. The "wannaPay Launching Offer" ("**the Campaign**") is organized by wannaPay Sdn. Bhd. (1235895-M) ("**Wanna**") and Buymall Services Sdn Bhd (1237661-A) ("**Buymall**") (collectively "Organiser").
- By participating in this Campaign, the Eligible Customers hereby expressly agreed to be bound by the Terms & Conditions and the decisions made by Organiser. The following sets-out the terms and conditions applicable to the Campaign ("Terms & Conditions").

#### **CAMPAIGN PERIOD**

3. The Campaign shall run from 15 March 2022 00:00 to 14 June 2022 23:59:59 Malaysia Time ("Campaign Period").

#### ELIGIBILITY

- 4. The Campaign is open to all that:
  - a. have a valid **Buymall** account opened; and
  - b. successfully top-up/ check out via **wannaPay** e-wallet during the Campaign Period ("Eligible Transaction") on Buymall's official website (<u>https://www.buymall.com.my/</u>).
- 5. 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 Seller or Buyer for any reason whatsoever; or
  - b. transactions which are disputed or deemed to be unauthorized or fraudulent.

#### REWARD

6. Eligible Customer who completes an Eligible Transaction by using **wannaPay** e-wallet within the Campaign Period, will then be entitled to receive a 0% transaction fee.

### **GENERAL TERMS & CONDITIONS**

- 7. 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 wannaPay, Buymall (collectively the "Platforms"), the Campaign may be terminated immediately by Wanna and the Customers shall have no recourse against the Platforms.
- 8. Despite the collaboration between Wanna and the Buymall Platform in promoting the Campaign, Wanna is responsible for sponsoring the Rewards and organizing and executing the Campaign. Any disputes, questions or concerns relating to the Campaign should be made to Wanna only. Buymall shall not be responsible for organization and execution of the Campaign and any matters related thereto, including but not limited to the design and interpretation of the Campaign mechanism, determination of the eligible customers, provision of the 0% transaction fee, etc.
- 9. Wanna's decisions on all matters relating to the Campaign will be final and binding, including the determination of eligible customers and Rewards. No correspondence, protests or appeals will be entertained.
- 10. Wanna 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 wanna's Facebook (<u>www.facebook.com/mywannatalk</u>) and/or through any other mode as mutually agreed upon by the Platforms.
- 11. For the avoidance of doubt, the alteration, shortening, cancellation, suspension or termination by Wanna shall not entitle Eligible Customers or any other persons whatsoever to any claim or compensation against Wanna for any losses or damages suffered or incurred as a direct or indirect result of the act of alteration, shortening, cancellation, suspension or termination.



- 12. Buymall Platform are responsible for selling and after sales services. Wanna is not involved in the sales process and will not assume any responsibility for any product quality issues relating to products purchased by Customers on the Buymall Platform.
- 13. By participating in this Campaign, the Eligible Customers agree to be bound by these Terms and Conditions. Organiser 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. Wanna 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. Wanna also reserve the right to disqualify the Eligible Customers in its sole discretion.
- 14. To the fullest extent permitted by law, by participating in this Campaign, the Eligible Customers agree that the Eligible Customers will not hold the Wanna or Buymall or their officers, servants, employees, representatives and/or agents (including without limitation, any third-party service providers that Wanna or Buymall 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.
- 15. Neither the Platforms will be responsible for any late, lost, delayed, incomplete, illegible, misdirected, or undeliverable entries, responses, or other correspondence, whether by e-mail or otherwise.
- 16. The Platforms and/or Organiser 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.
- 17. Disclaimer: TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL ANY OF THE PLATFORMS AND/OR wanna 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.