

Terms and Conditions for AirAsia 2022 Campaign

Introduction

- The AirAsia 2022 Campaign ("Campaign") is organised by AirAsia Com Travel Sdn. Bhd. ("AACom", "we", "us", "our") in collaboration with Visa Worldwide Pte. Limited ("Visa") which is made available on our airasia.com website and airasia Super App mobile application (collectively referred to as the "Platform"). (AACom and Visa shall collectively be referred to as "Organisers")
- This Campaign is open to Members (hereunder defined) who make a purchase for any flight purchase with the airline codes of "AK" or "D7" on the Platform ("Product") by using their Visa Card (hereunder defined) (hereinafter known as "you", "your", "their", "them"), and is governed by the terms and conditions contained herein ("Terms and Conditions").
- 3. Subject to these Terms and Conditions, the Campaign shall entitle you to enjoy a discount of RM15 ("Campaign Discount") with a minimum purchase value of RM200 on a single transaction using a valid and active Visa debit, credit or prepaid cards issued in Malaysia ("Visa Card") for the purchase of the Product.
- 4. This Terms and Conditions shall be a legally binding document between you and us, and by participating in this Campaign, you acknowledge and agree to be bound by this Terms and Conditions, and shall be deemed to have given your consent for the use, processing and collection and/or use of personal information by us and shall subject to our Privacy Statement and Terms of Use.
- 5. You acknowledge that we are only an organiser of this Campaign and an operator of the Platform. Our obligations shall only be limited to issuing the Campaign Discount and providing assistance on any technical related matters arising out of the use of the Platform. You acknowledge and agree that the purchase of a Product using your Visa Card shall be the sole responsibility of Visa. As such, you accept that Visa's respective terms and conditions will be additional to these Terms and Conditions and by virtue of

your booking, you agree to be bound by and to comply with the relevant terms and conditions of Visa.

Validity

- 6. The Campaign will be held for a period of forty-nine (49) days commencing from 0000 (GMT+8) on 1 August 2022, and ending at 2359 (GMT+8) on 18 September 2022 ("Campaign Period"). Notwithstanding the foregoing, we reserve the right to end the Campaign at any date and/or time earlier than 2359 (GMT+8) on 18 September 2022, with no liability to you.
- 7. Purchase Period: 0000 (GMT+8) on 1 August 2022, and ending at 2359 (GMT+8) on 18 September 2022
- 8. The Campaign Discount for the Product is applicable to both domestic and international travel destinations. The travel period of the Product must be from 1 August 2022 to 28 October 2023.

Specific Terms and Conditions

- 9. This Campaign is only applicable to Products purchased by AirAsia members ("Members") using a Visa Card during the Campaign Period. Members must be an existing airasia member (having subscribed and registered for membership under the loyalty and rewards program operated by BIGLIFE Sdn. Bhd. under the name "airasia rewards") and have a unique registration number known as the "airasia member ID" issued by the Biglife Sdn. Bhd. at the point of participation in the Campaign. The Member must be located in Malaysia based on the Internet Protocol geo-location detected.
- 10. Campaign Discount will be automatically reflected on the checkout page upon the insertion of the details of the Visa Card.
- 11. Throughout the Campaign Period, each Product is subject to a total redemption cap as stipulated in TABLE A below. The daily redemption cap shall be refreshed daily at 0000 (GMT+8), and any unredeemed amount of Products shall be carried forward to the next day. For the avoidance of doubt, this Campaign is conducted on a first-come, first-served basis.

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- 12. Bookings must be made in Malaysian Ringgit (MYR) currency with a minimum spend of MYR200 for the Product with or without ancillary charges (including but not limited to seats, meals and baggage) ("Minimum Spend"). This Campaign Discount shall not be applicable to any completed bookings of the Product made on the Platform prior to the Campaign Period.
- 13. This Campaign Discount will not be applicable if the final amount charged to the Visa Card is below the Minimum Spend. The final charged amount shall be the actual chargeable amount minus the usage of 'airasia points' or airasia travel credits.
- 14. You acknowledge that we will not be liable and/or obligated for an inapplicable use of the Campaign Discount should your Visa Card be rejected without assigning any reasons whatsoever.
- 15. You are deemed to be ineligible for this Campaign if you have failed to fulfil these Specific Terms and Conditions and/or have submitted incomplete or inaccurate data and information without any prior notice whatsoever and liability towards the Organisers.

Miscellaneous

- 16. In addition to these Specific Terms and Conditions, you also acknowledge and accept that you will be further subject to the terms and conditions of the Products which can be found on the Platform and the terms and conditions of the relevant merchants or airline carriers (if any) which can be found in their respective websites.
- 17. The Campaign Discount is non-refundable, non-exchangeable, non-transferable, and is not redeemable for money or money's worth or other things. For the avoidance of doubt, the Campaign Discount can however be used as a form of payment for the products and services available on the Platform.
- 18. These Specific Terms and Conditions will prevail over any inconsistent terms, conditions, provisions or representations contained in any other campaignal materials regarding this Campaign.
- 19. The Organisers shall not be liable for any failure to comply or for any delay in performing its obligations where the failure is caused by something outside its reasonable control. Such circumstances shall include, but not limited to, weather conditions, fire, flood, hurricane, strike, industrial dispute, war, hostilities, political unrest, riots, civil commotion, epidemic and pandemic as pronounced by the World Health Organisation, inevitable accidents, supervening legislation or any other circumstances of whatsoever nature beyond the control of the Organisers.
- 20. The Organisers reserve the right at their sole discretion, at any time, to verify the validity of successful transaction(s) and eligibility of Members. Without limitation, Members agree to provide any necessary documentation and/or information to the Organisers upon request for the purpose of such validations. The Organisers' decisions in relation to all aspects of the Campaign including but not limited to the Campaign Discount are final, binding and conclusive under any circumstances and no correspondence nor appeal will be entertained. You hereby agree not to hold us liable for the outcome of this Campaign.
- 21. If for any reason this Campaign is unable to proceed or operate smoothly due to actions of the Participants, including but not limited to irregularity, tampering, unauthorised intervention, fraud or any other causes beyond our control which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Campaign, the Organisers reserve the right in their sole discretion to cancel, terminate, modify, postpone or suspend the Campaign.

- 22. The Organisers also reserve the right at their sole discretion to disqualify any Member and retract the Campaign Discount if the Organisers have proof or reasonably believe that the Member has (singularly or jointly with any other Member) undertaken fraudulent practice and/or activities to obtain the Campaign Discount or undertaken any other activities harmful to this Campaign or to the Organisers. The Organisers further reserve the right to block the Member's account from performing future transactions.
- 23. The Organisers reserve the absolute right to cancel, terminate or suspend the Campaign with or without any prior notice and/or assigning any reason. For the avoidance of doubt, cancellation, termination, modification, postponement or suspension by the Organisers of this Campaign shall not entitle you to any claim or compensation against the Organisers for any and all losses or damage howsoever arising, whether or not the Organisers have been advised of the possibility of such loss or damage.
- 24. The Organisers reserve the right at its sole discretion to vary, delete or add to any of the Terms and Conditions (wholly or partly) contained herein and/or cancel, terminate or suspend this Campaign from time to time without any prior notice, and such revised terms and conditions will be posted on the Platform as soon as practical.
- 25. All expenses and costs associated with this Campaign, including but not limited to, such as transportation, accommodation or any other costs of a personal nature that are not stated (if applicable) shall be solely borne by the Members.
- 26. You shall be personally responsible for all taxes, rates, government fees or any other charges that may be levied against you under applicable laws, if any, in relation to this Campaign, Products and all services.
- 27. You agree to hold harmless, defend and fully indemnify the Organisers from and against all losses (including loss of opportunity and consequential loss arising therewith), damages, expenses and all third party actions, proceedings, claims, demands, costs (including without prejudice to the generality of this provision, the legal cost of each other, personal injuries, death, loss or destruction of property, rights of publicity or privacy, defamation), awards and damages that may arise as a result of your booking of Products under this Campaign.
- 28. The Terms and Conditions may be translated to other languages. In the event of any inconsistency between the English and translated versions, the English language shall prevail.

- 29. The Terms and Conditions of Visa shall also apply.
- 30. These Terms and Conditions shall be governed by and interpreted in accordance with the laws of Malaysia.

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