

Terms and Conditions for AirAsia CNY 2022 Campaign

# Introduction

- The AirAsia CNY 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 mobile application (collectively referred to as the "Platform").
- 2. This Campaign is open to Members (hereunder defined) who make a purchase for a flight booking ("Product") using their Visa Card on the Platform (hereinafter known as "you", "your", "their", "them"), and is governed by the terms and conditions contained herein ("Terms and Conditions").
- Subject to these Terms and Conditions, the Campaign shall entitle you to enjoy a discount
  of RM15 ("Campaign Discount") on a single transaction using Visa debit, credit and
  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 collection and/or use of personal information by us and shall subject to our <u>Privacy Statement</u> and <u>Terms</u> 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 booking 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 twenty-seven (27) days commencing from 0000 (GMT+8) on 17 January 2022, and ending at 2359 (GMT+8) on 13 February 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 13 February 2022. Members (hereunder defined) whose applications are received by us after the expiry of the Campaign Period will not be entitled to receive any Campaign Discount.
- 7. Campaign Discount for flights is only available to bookings with AK flight codes and non-AirAsia airlines for domestic and international travel and for the travel period of 17 January 2022 to 30 September 2022.

# **Specific Terms and Conditions**

- 8. This Campaign is only applicable to bookings of the Products made by AirAsia members ("Members") on the Platform using Visa Card.
- 9. You may be entitled to the Campaign Discount only once for each Visa Card that is successfully registered as the payment method for a transaction on the Platform during the Campaign Period.
- 10. Campaign Discount will be automatically reflected on the checkout page upon the insertion of the details of a valid Visa Card.
- 11. Throughout the Campaign Period, each Product is subject to a total redemption cap as stipulated in **TABLE A** below. Flights have a daily redemption cap which will be refreshed at every 0000 (GMT+8), and any outstanding redemptions will be carried forward to the next day. For the avoidance of doubt, this Campaign is conducted on a first-come, first-served basis.

#### **TABLE A**

Day/Date	Flight (AK)	Flight (non-AA)
Monday, January 17 2022	First 747 bookings only	First 40 bookings only
Tuesday, January 18 2022	First 721 bookings only	First 40 bookings only
Wednesday, January 19 2022	First 721 bookings only	First 40 bookings only

Thursday, January 20 2022	First 721 bookings only	First 40 bookings only
Friday, January 21 2022	First 721 bookings only	First 40 bookings only
Saturday, January 22 2022	First 721 bookings only	First 40 bookings only
Sunday, January 23 2022	First 721 bookings only	First 40 bookings only
Monday, January 24 2022	First 721 bookings only	First 40 bookings only
Tuesday, January 25 2022	First 721 bookings only	First 40 bookings only
Wednesday, January 26 2022	First 721 bookings only	First 40 bookings only
Thursday, January 27 2022	First 721 bookings only	First 40 bookings only
Friday, January 28 2022	First 721 bookings only	First 40 bookings only
Saturday, January 29 2022	First 721 bookings only	First 40 bookings only
Sunday, January 30 2022	First 721 bookings only	First 40 bookings only
Monday, January 31 2022	First 721 bookings only	First 40 bookings only
Tuesday, February 1 2022	First 721 bookings only	First 40 bookings only
Wednesday, February 2 2022	First 721 bookings only	First 40 bookings only
Thursday, February 3 2022	First 721 bookings only	First 40 bookings only
Friday, February 4 2022	First 721 bookings only	First 40 bookings only
Saturday, February 5 2022	First 721 bookings only	First 40 bookings only
Sunday, February 6 2022	First 721 bookings only	First 40 bookings only
Monday, February 7 2022	First 721 bookings only	First 40 bookings only
Tuesday, February 8 2022	First 721 bookings only	First 40 bookings only

Wednesday, February 9 2022	First 721 bookings only	First 40 bookings only
Thursday, February 10 2022	First 721 bookings only	First 40 bookings only
Friday, February 11 2022	First 721 bookings only	First 40 bookings only
Saturday, February 12 2022	First 721 bookings only	First 40 bookings only
Sunday, February 13 2022	First 721 bookings only	First 40 bookings only

- 12. Bookings must be made in MYR currency with a minimum spend of RM 200 for the Product with or without ancillaries (including but not limited to seats, meals and bags). This Campaign Discount shall not be applicable to past bookings made under 'My Bookings' on the Platform.
- 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 that you will receive, shall be such an actual chargeable amount less the usage of 'Big Points' or credits in the account.
- 14. You acknowledge that we will not be liable and/or obligated to issue 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 Terms and Conditions and/or have submitted incomplete or inaccurate data without any prior notice whatsoever.

### 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 (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. In the event of inconsistency between the terms in these Specific Terms and Conditions and other provisions or materials, these Specific Terms and Conditions shall prevail.
- 19. The Organiser 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 Organiser.
- 20. The Organiser reserves the right at its sole discretion to vary, delete or add to any of the terms and conditions 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 immediately. For the avoidance of doubt, cancellation, termination or suspension by the Organiser of this Campaign shall not entitle you to any claim or compensation against the Organiser for any and all losses or damage howsoever arising, whether or not the Organiser has been advised of the possibility of such
- 21. 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.
- 22. You agree to hold harmless, defend and fully indemnify the Organiser 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.
- 23. You hereby agree not to hold us liable for the outcome of this Campaign.
- 24. These Terms and Conditions shall be governed by and interpreted in accordance with the laws of Malaysia.

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