# MALAYSIA AIRLINES BONUS SIDE TRIP WITH LADA AND PANORAMA LANGKAWI TERMS AND CONDITIONS

#### A. Duration

The Bonus Side Trip Campaign ("Campaign") is organised by Malaysia Airlines Berhad ("MAB") together with Langkawi Development Authority ("LADA") and Panorama Langkawi Sdn. Bhd ("Panorama") will run from 7<sup>th</sup> November 2022 until 31<sup>st</sup> March 2023 ("Campaign Period") in Australia, New Zealand, United Kingdom, and India market only.

## B. Eligibility and Participation

Any person who has fulfilled the criteria below is eligible to participate in this Campaign ("Participant"):

Any Malaysia Airlines passengers that purchased Bonus Side Trip on the Malaysia
 Airlines website only from 7<sup>th</sup> November 2022 until 31<sup>st</sup> March 2023 from origin
 Australia, New Zealand, United Kingdom and India to Langkawi destination. For travel
 from 7<sup>th</sup> November 2022 until 30<sup>th</sup> June 2023.

### C. The mechanics of the Campaign as the following conditions:

- Purchase Bonus Side Trip on the Malaysia Airlines website only to Langkawi from origin Australia, New Zealand, United Kingdom and India from 7<sup>th</sup> November 2022 until 31<sup>st</sup> March 2023 for travel from 7<sup>th</sup> November 2022 until 30<sup>th</sup> June 2023.
- 2. Eligible passengers will get an email with entitlement of Langkawi SkyCab entrance ticket worth of MYR100 for validation period from 7<sup>th</sup> November 2022 until 30<sup>th</sup> June 2023.
- 3. Limit to 3,500 tickets only

## D. The Langkawi SkyCab entrance ticket as the following conditions:

- 1. Eligible passengers are required to print out the email as proof of purchase.
- 2. If eligible passengers only have digital proof, eligible passengers will need to fill in a simple form at the venue. (Controlling measure as proof of purchase).
- 3. Redemption of the validity ticket from 7<sup>th</sup> November 2022 until 30<sup>th</sup> June 2023.
- 4. **The Langkawi SkyCab entrance ticket** is non-transferable, non-refundable, non-exchangeable for cash or kind whether in part or in full. Any unutilized of the Langkawi SkyCab entrance ticket is non-refundable after its expiry date.
- 5. The Langkawi SkyCab entrance ticket is not applicable for Enrich points redemption booking.
- The Langkawi SkyCab entrance ticket cannot be combined with a promotion offer. If the Langkawi SkyCab entrance ticket amount is insufficient for a new booking, the remaining amount can be paid using a credit card.
- 7. In order to utilize **the Langkawi SkyCab entrance ticket**, the passenger's name in a booking should be the same.
- 8. All other promotional offers, or special fares are not entitled under this Campaign.

- 9. Consent to Transfer and Use: The individual making the purchase using the Langkawi SkyCab entrance ticket has further acknowledged and agreed that by providing Malaysia Airlines with any personal or proprietary information, the individual hereby expressly give their consent to the transmission of such personal or proprietary information over international borders for the purpose of processing the relevant transactions. The individual hereby gives their further consent to the use of such personal data on an anonymized basis for statistical objectives.
- 10. Malaysia Airlines shall not be liable in any way whatsoever for any disruption during The Langkawi SkyCab entrance ticket transaction, whether due to technical problems or otherwise, which is beyond its reasonable control. In the event of any disruption, reasonable effort shall be used to remedy the disruption and resume the purchased product transaction on a fair and equitable basis.
- 11. Malaysia Airlines reserves the absolute right to cancel, terminate or suspend the usage of The Langkawi SkyCab entrance ticket without prior notice. For the avoidance of doubt, any cancellation, termination or suspension by Malaysia Airlines shall not entitle the individual making the purchase or any Enrich member to any claim or compensation against Malaysia Airlines, its agents and employees for any and all losses or damages and any consequential damages thereof suffered or incurred as a direct or an indirect result of the act of cancellation, termination or suspension thereof.
- 12. The Terms and Conditions herein shall be construed, governed, and interpreted in accordance with the laws of Malaysia. The individual making the purchase agree to submit to the exclusive jurisdiction of the Courts of Malaysia over all matters arising from this Langkawi SkyCab entrance ticket transaction.
- 13. Malaysia Airlines reserves the absolute right to reserve or remove the Langkawi SkyCab entrance ticket converted incorrectly or not in accordance with these Terms and Conditions at any time without prior notice.
- 14. By participating in transaction using the Langkawi SkyCab entrance ticket shall be deemed that the individual making the purchase have read and agreed to be bound by these Terms and Conditions. Any breach of these Terms and Conditions may, at Malaysia Airlines' absolute discretion, result in forfeiture of any of points purchased. Other fare conditions and rules apply.

#### A. General Terms

- 1. All transportation, accommodation, personal costs and/or any other costs and/or related expenses that are incurred to attend/participate in this Campaign are the sole responsibility of the Participants.
- 2. MAB reserves the right to use, reproduce, edit and distribute materials submitted for this Campaign for publication and/or display in any media format and any media channels without obtaining further prior permission and payment of any fees or royalty to the Participant.
- 3. MAB reserves the right to use the Participant's name, images, comments, materials relating to this Campaign and the results of this Campaign for the purpose of any announcement or promotional or marketing purposes in any media format and any media channels without any fee being paid. The Participant shall hold MAB free and

- harmless from any claims and/or liabilities whatsoever resulting from the usage or the reproduction of the submitted materials by MAB. This clause shall survive the expiration of this (Campaign Period).
- 4. MAB, at its sole and absolute discretion, reserves the right to disqualify any Participant and revoke or forfeit any discounts at any stage of the Campaign without prior notice if:
  - i. The participant is not an eligible Participant;
  - ii. The Participant fails to fully comply with the Terms and Conditions stipulated herein;
  - iii. Entries are incomplete;
  - iv. The Participant breaches any of the Terms and Conditions or other rules and regulations of the Campaign or violates any applicable laws or regulations;
- 5. MAB has, at its sole discretion, any reason whatsoever to believe that such Participant has attempted to undermine the operation of the Campaign in any way whatsoever, including but not limited to fraud, cheating or deception.
- 6. MAB's decision on matters relating to the Campaign shall be final and absolute. No discussion, correspondence, enquiry, appeal or challenge by any of the Participants in respect of any decision of MAB shall be entertained.
- 7. MAB is entitled to replace the discounts with other items of similar value at any time without any prior notice.
- 8. MAB, its affiliates, subsidiaries, agents, employees, representatives, retailers, distributors, dealers as well as its advertising, creative, media, digital, design and other creative agencies of MAB, shall not be liable for any loss or damage whatsoever suffered (including but not limited to loss of opportunities and any indirect or consequential losses) or personal injury suffered or sustained in connection with or arising from participation in this Campaign.
- 9. The Terms and Conditions of the Campaign shall be construed, governed and interpreted in accordance with the laws of Malaysia.
- 10. All rights and privileges herein granted to MAB are irrevocable and not subjected to rescission, restraint or injunction under any and all circumstances. Under no circumstances shall the Participant have the right to injunctive relief or to restrain or otherwise interfere with the organisation of the Campaign, the production, distribution, exhibition and/or exploitation of the Campaign and/or any product based on and/or derived from the Campaign.
- 11. MAB reserves the right at its absolute discretion to vary, delete or add to any of these Terms and Conditions without any prior notice.
- 12. These Terms and Conditions will prevail over any inconsistent terms, conditions, provisions or representations contained in any other promotional materials advertising the Contest.
- 13. The main language of the Terms and Conditions shall be the English language. Any translation to any other language than English shall be for convenience only. Should there be any discrepancies between the English Terms & Conditions and the translated version, the English Terms & Conditions shall prevail.

- 14. By virtue of an entry to the Campaign, the Participants signify their absolute and unconditional acceptance and agreement to all the Terms and Conditions stipulated herein.
- 15. MAB reserves the right to cancel, terminate or suspend the Campaign without any prior notice. For the avoidance of doubt, any cancellation, termination or suspension by MAB of the Campaign shall not entitle the Participants to any claim or compensation against MAB, its agents and employees for any and all losses or damages suffered or incurred by the Participants as a direct or an indirect result of the act of cancellation, termination or suspension thereof.
- 16. MAB will not be held responsible for any typographical errors or misprint under these Terms and Conditions.