# SETEL VENTURES SDN. BHD. 10% Cashback on Car & Motorcycle Insurance 1 March 2023 to 31 May 2023 TERMS AND CONDITIONS

## 1. Definition:

In this Terms and Conditions, except where the context otherwise requires or where it is otherwise expressly provided, the following words and expressions shall have the meanings respectively set out below:

- 1.1. "Setel" refers to Setel Ventures Sdn Bhd, a corporate agent of AXA Affin General Insurance Berhad which will be distributing AXA's general insurance products through their platform.
- 1.2. "AXA", "AXA Affin General Insurance Berhad" refers to AXA Affin General Insurance Berhad (Company No: 197501002042) and its successors and assigns.
- "Etiqa General Insurance", "Etiqa General Insurance Berhad" refers to Etiqa General Insurance Berhad (Company No: 201701025031 (9557-T)) and its successors and assigns.
- "Etiqa General Takaful", "Etiqa General Takaful Berhad" refers to Etiqa General Takaful Berhad (Company No: 201701025031 (1239197-A)) and its successors and assigns.
- 1.5. "Campaign" refers to "10% Cashback on Car & Motorcycle Insurance".
- "Eligible Product" refers to the product AXA SmartDrive Enhanced, AXA Motorcycle Insurance, Etiqa Motor Insurance and Etiqa Motor Takaful.
- 1.7. "Eligible Customer(s)" refers to customers who purchased a policy for the Eligible Product at Setel's Digital Platform, subject to the terms and conditions contained herein.

- 1.8. "Setel's Digital Platform(s)" refers to the mobile application or website developed and owned by Setel, where customers can purchase the Eligible Product.
- 1.9. "Total Due Amount Payable" refers to the gross premium (before tax) as provided in the quotation summary upon checkout for insurance payment as detailed in Item 3.1.

# 2. Organiser:

 Setel Ventures Sdn. Bhd. ("Setel") is the organiser of this "10% Cashback on Motorcycle & Car Insurance" campaign ("Campaign").

# 3. Eligibility:

- 3.1. The Campaign is open to all Setel app users who purchased the Eligible Product during the Campaign Period.
- 3.2. In the event that Setel discovers that the Eligible Customer:

a. is not eligible to participate in the Campaign; and/or;

b. has committed or is suspected of committing any fraudulent or wrongful acts in relation to his/her use of Setel app,

Setel reserves the right to disqualify the said Eligible Customer from participating in the Campaign and/or from receiving the Campaign Reward.

## 4. Campaign Period:

4.1. The Campaign shall commence from 12.01AM, 1 March 2023 to 11.59PM, 31 May 2023 (both dates inclusive) ("Campaign Period ") or once the Campaign Reward has been fully redeemed, whichever comes first.

#### 5. Campaign Mechanics:

- 5.1. To participate in the Campaign, Eligible Customers must purchase the Eligible Product via Setel's Digital Platform.
- 5.2. The policy must be successfully paid and issued to the Eligible Customer during the Campaign Period.
- 5.3. 10% cashback on Gross Premium (before tax) will be awarded to the Eligible Customer upon successful payment and policy issuance.
- 5.4. Eligible Customers must provide a valid email address for the purchase of the Eligible Product and their individual Setel account must remain active at the time of purchase (i.e not blocked, suspended or closed account, etc). The Eligible Customer shall be responsible to ensure that all information

provided in relation to this Campaign is accurate, valid and complete. Failure to do so may result in the Eligible Customer's disqualification from the Campaign and forfeiture of the Campaign Reward.

#### 6. Campaign Reward

- 6.1. The Eligible Customer shall be entitled to receive a 10% cashback ("Campaign Reward") for every policy purchased by the Eligible Customer per policy provided that all the requirements stated in this Terms and Conditions are fulfilled by the Eligible Customer granted into the Eligible Customers Setel Wallet.
- 6.2. The Campaign Reward will be reflected in the Eligible Customer's payment history on their Setel app after successful purchase of the Eligible Product(s) by the Eligible Customer.
- 6.3. In the event that the Eligible Customer does not receive the Campaign Reward due to inaccurate information provided by the Eligible Customer and reasonable efforts have been taken by Setel to issue the Campaign Reward to the Eligible Customer to no avail, Setel reserves the right to forfeit the Campaign Reward.
- 6.4. The Campaign Reward(s) is/are neither transferable, nor exchangeable for cash or any other items or packages, whether in part or in full. The Campaign Reward is only valid for the purchase of items and/or services offered by merchants who accept payments through the Setel app.
- 6.5. Eligible Customers may contact Setel's customer support at <u>hello@setel.com</u> or chat via the live chat function on the Setel app for any issues pertaining to the usage of the Campaign Reward. AXA, Etiqa General Insurance and Etiqa General Takaful shall not be bound to deal with any enquiries and complaints in respect to the 10% cashback and shall bear no responsibility for resolving such disputes or for the dispute itself.
- 6.6. Notwithstanding the above, Setel reserves the right and has absolute discretion to substitute the Campaign Reward with an item of similar value without any prior notice to the Eligible Customer.

#### 7. Miscellaneous:

- 7.1. Setel shall have the right and absolute discretion to vary, amend, remove or add any terms in this Terms and Conditions, in whole or in any part from time to time without prior notice.
- 7.2. By participating in the Campaign, the Eligible Customers and/or any parties related herein agree to be bound by this Terms and Conditions.
- 7.3. Setel has the final authority to decide on the interpretation of this Terms and Conditions and as to any other matters relating to this Campaign.
- 7.4. Setel shall not be held responsible or liable for any claims of loss or damage to property or personal injury or loss of life by the Eligible Customer and/or any third party resulting from or arising out of or in connection with this Campaign.
- 7.5. Setel reserves the right to use the names, addresses, photographs, information of Eligible Customers in advertisements and other forms of publicity for current and future marketing purposes from time to time without prior notice to the Eligible Customers and they shall not claim ownership of the material. Participation in the Campaign constitutes their consent to such use, without further notice, payment or consideration.
- 7.6. This Terms and Conditions shall governed by and construed under the laws of Malaysia.
- 7.7. For any assistance and/ or feedback related to the Campaign, you may contact Setel via the live chat function on the Setel app, or email Setel at <u>hello@setel.com</u>.

# 8. Personal Data:

8.1. By participating in the Campaign, Participants are deemed to have agreed and consented to the collection, processing, use, disclosure and retention by Setel of your personal data in the manner as set out in the Personal Data Notice given pursuant to Section 7 of the Personal Data Protection Act 2010, which can be viewed at www.setel.com/privacy.