

BATA MYDEBIT SHOP, WAVE & WIN CONTEST

(15th June 2019 – 15th September 2019)

TERMS AND CONDITIONS

ORGANISER

- 1) This Contest is organised by **Bata Primavera Sdn Bhd** (Company No.24104-P) (“The Organiser”) in collaboration with **PAYMENTS NETWORK MALAYSIA SDN.BHD. (“PayNet”)(Company No.836743-D)** (Prize Sponsor).
- 2) **Bata MyDebit Shop, Wave & Win** contest (“the Contest”) will run from 0:00:00am on 15th June 2019 to 23:59:59pm on 15th September 2019 (“Contest Period”). All entries received after the Contest Period will not be entertained. The Organiser reserves the right, at its absolute discretion, to vary, postpone, re-schedule and/or extend the Contest Period and/or cancel/terminate the Contest at any time without prior notice.

ENTRY ELIGIBILITY

- 1) This Contest is open to cardholders of Automated Teller Machine (“ATM”) MyDebit Cards issued by participating any MyDebit Financial Institutions in Malaysia (“the Customer”). Only Customers who are 18 years of age and above and have valid identification document (example: identity card or passport) are eligible to participate in the Contest.
- 2) The Customers must also have an account with any of MyDebit participating banks which is valid, non-dormant and in good financial standing, during the Contest Period up until redemption of the Prizes. The Customers shall comply with the eligibility requirement above in order to be an “Eligible Customer”.
- 3) Directors, officers and employees as well as the parents, spouse and children of the Organiser and PayNet are not eligible to participate in the Contest.

QUALIFYING CRITERIA

- 1) Purchase a minimum of RM50 in a single receipt/transaction using MyDebit ATM card via contactless transaction and stand a chance to participate in the Bata MyDebit Shop, Wave & Win contest. (EG. One (1) transaction = 1 entry)
- 2) Snap a photo of the Bata Receipt and MyDebit Transaction slip.
- 3) Submit entry via Whatsapp to 018 662 1223 with the photo and details as per listed below. The Customer must sent in the below the information via WhatsApp:
 - a. Full Name
 - b. Identity Card Number
 - c. Email Address
 - d. Merchant Number (MID)
 - e. Last four (4) digit number of Debit Card
 - f. Answer the question correctly

- 4) Only transactions using MyDebit ATM Card via contactless transaction within the Contest Period will be eligible for the Contest.
- 5) Late entries will not be eligible. No appeals will be entertained.
- 6) Cancelled purchases or refunded purchases are not valid for participation in the Contest at the Organiser's absolute discretion.

SELECTION OF WINNERS

- 1) Winners will be chosen through random draws from a pool of total eligible entries which will be carried jointly by the Organiser and PayNet. The selected winner will be contacted by Organiser through telephone/email to formalize the winning ("Shortlisted Winners").
- 2) In the event that the Organiser is unable to contact the Shortlisted Winners after three(3) attempts (i.e.no reply, telephone number not in service or no connection etc), the Organiser reserves the right to select the next Shortlisted Winners to undergo the same process. The Organiser will not be held liable in the event the Shortlisted Winners cannot be contacted for whatever reasons.
- 3) Each participant shall only win ONE(1) Prize throughout the Contest Period, irrespective of the number of entries collected by the Organiser.
- 4) The Organiser shall notify the winners not later than THREE(3) months from the end of the Contest Period and the Organiser shall announce and publish the names of the winners on their websites.
- 5) All decisions made by the Organiser in relation to the Contest including but not limited to the shortlisting, selection of winners and forfeiture of the Prizes is final and conclusive. No further correspondence, queries or appeals shall be entertained.

PRIZES

- 1) The Prizes for this Contest are:
 - a) Grand Prize : 1 x Proton Persona 2019 Model excluding road tax and insurance
 - b) 1st Prize : 3 x Holidays trip for two 2 person to Prague, Czech Republic
Only flight ticket and hotel stay for two (2). Excluding visa, travel insurance, meals, tours, transportation and miscellaneous expenses. The trip has to be redeemed latest by 25 December 2019. Selection of airline and hotel is at the discretion of the company.
 - c) 2nd Prize : 10 x iPhone XR ,64GB and colour is at the discretion of the Organiser
 - d) 3rd Prize : 10 x iPad 9.7-inch and colour is at the discretion of the Organiser
 - e) Consolation : 200 x RM100 Bata Cash Vouchers. Vouchers have a 6 months validity.
- 2) Unless otherwise specified in the terms and conditions herein, no substitution or replacement of, or modification to the Prizes requested by the winner will be permitted.
- 3) Exchange of Prizes for cash are not allowed.

The Prizes Redemption

- 1) The Prizes are subject to the terms and conditions as stipulated by the supplier. To the fullest extent permitted by the law, the Organiser and their agents exclude their

responsibilities and all liabilities arising from any postponement, cancellation, delay or changes to the Prizes details or any other unforeseen circumstances beyond the Organiser's reasonable control and for any act or default of any third party suppliers or vendors.

- 2) The Organiser reserves the rights to substitute a prize with another prize of similar value without prior notice. All winners are not allowed to exchange the Prizes for cash.
- 3) Upon being informed of their win, winners are required to redeem their prizes within ONE (1) month from the date of notification was made. Failure to do so will result in forfeiture and no refund will be given for any unclaimed prizes. A replacement winner will be selected.
- 4) The original NRIC/Passport must be presented for the collection of prizes.
- 5) Winners must take the prizes as it is. The Prizes are not transferable, non-refundable and non-exchangeable for cash. The Organiser will not entertain any complaints on the quality and quantity of the prizes after handing the prize to a winner.
- 6) The Organiser shall not be liable for any loss or damage that occurs to the Prizes during the delivery process. Any additional other costs (i.e. travel expenses) involved to redeem or collect the Prizes are to be borne by the winner.
- 7) Winners shall solely and fully borne all payments or expenses including but not limited to registration fee, insurance and any taxes in connection with this Contest /Prizes.
- 8) The Organiser reserves the rights to postpone the pre-determined date and venue of the Prizes redemption at a later date which shall be notified by the Organiser to the winner in case of any unforeseen circumstance.
- 9) Visual(s) of the Prizes shown in any advertisement, promotional publicity and other materials relating to this Contest are solely for illustration purposes only and may not depict the actual colour of the Prizes.
- 10) Prizes redemption are subject on the availability of the Prizes and shall be informed by the Organiser from time to time.

General Terms

- 1) By participating in this Contest, the Customers agree to release the Organiser and PayNet from any liability, losses, damages rights, and any kind of claims and actions resulting from the acceptance, possession, use or misuse of the Prizes, or any Prizes-related activities taking into account, without limitation, injury, death, and property damage.
- 2) To the fullest extent permitted by applicable laws, the Organiser offers no warranty or representation whatsoever, express, implied or statutory, in relation to the Contest, the Prizes including, but without limitation, the merchantable quality and fitness for purposes in respect of the Prizes. For the avoidance of doubt, the Organiser is the sole party responsible for the Prizes, organizing and implementation of the Contest. Any queries relating to the Contest should be made directly to the Organiser.
- 3) The Organiser shall be entitled to amend, vary, delete or add to any of these Contest Terms and Conditions and/or substitute or replace the Prizes (Clause E above) offered in this Contest with a similar valued prize and/or to modify, cancel, terminate, or suspend the Contest at any time without prior notice. No compensation in cash or any kind shall be given for any losses or damages suffered of incurred by the Customers as a result of the above. The Customers are advice to periodically check for updates of this Contest's Terms and Conditions at the Organiser's or the Participating Banks' websites.

- 4) The Organiser does not accept any responsibility for late or lost entries due to Internet and/or other technical issues. Proof of sending is not proof of receipt.
- 5) No responsibility is accepted for ineligible entries or entries made fraudulently.
- 6) The Organiser retains the rights to forfeit the selected winners if any breach of the Terms and Conditions is found. The Organiser reserves the right to disqualify counterfeit entries, or entries suspected of being counterfeit at any time.
- 7) The Organiser reserves the right to cancel this contest at any stage, if deemed necessary, and/or if any circumstance beyond its control arises.
- 8) Winners are required to have a photography and videography session. The Organiser reserves the rights to use these assets for promotional purposes.
- 9) The Organiser's decision is final. Complaints and enquiries will not be entertained.
- 10) All decisions made in relation to the Contest shall be final, conclusive and binding.
- 11) In the event of the conflict in the interpretation of this Terms and Conditions and any translation of it in any language, the English version of this Terms and Conditions shall prevail.
- 12) The terms and conditions shall be governed and construed in accordance with laws of Malaysia and the exclusive jurisdiction of courts of Malaysia.

Privacy Notice

- 1) By participating in the Contest, the Customers give their consent to and authorize the Organiser to collect, store, use, process their names, masked Identification Numbers (IC) and other particulars ("Personal Data") for the purpose of running the Contest, including but not limited to announcing and publishing Personal Data and/or photos of the Customers at the Organiser's website for advertising and publicity purposes.
- 2) The Organiser may use, collect and share with third party service including not limited to PayNet/participating MyDebit Financial Institutions to process the Customers' Personal Data. All such third parties are contractually obliged, not to use the Customers' Personal Data in any other than what is stated herein.
- 3) Under the laws of Malaysia, the rights of the Customers include:
 - a) The rights to withdraw consent for the use of Personal Data at any time by contacting the Organiser at the email address mentioned below by providing the Organiser with the Customer's name and email address for removal of the said Personal Data;
 - b) The rights to obtain a copy of the Personal Data which the Organiser hold; and
 - c) The rights to correct inaccurate Personal Data.
- 4) If the customers wish to raise any Personal Data issue with the Organiser, or exercise any of their legal rights, please contact mybata.customerservice@bata.com
- 5) The Organiser will take reasonable precautions to keep the Customers' Personal Data secure, and requires third party processors to do the same. However, the Organiser may disclose the Customers' Personal Data if required by law, search warrant, subpoena or court order.
- 6) For the purpose of this Clause H, all Personal Data relating to the Contest shall be governed and dealt in accordance with the Personal Data Protection Act 2010 and all other relevant laws in Malaysia.

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