

## **TERMS AND CONDITIONS**

### **Organizer & Qualifications**

1. **“MyDebit Je Dengan Kad ATM Anda Dan Menang [“Contest”]** is jointly organized by Mydin Mohamed Holdings Berhad (Company No:199101011136) (221448-A) and Payments Network Malaysia Sdn Bhd (Company No: 2000801035403 (836743-D)) (PayNet) **[“The Organizer”]**.
2. The Contest is open to all MyDebit Automated Teller Machine **[“ATM”]** card holders issued by participating financial institutions authorizing MyDebit services in Malaysia. The mentioned card holders must be a permanent resident in Malaysia or a Malaysian citizen who is 18 years of age and above and has a valid identification card during the Contest Period **[“Participant”]**. The Participant must also have a valid account with any of the abovementioned financial institution and the account must be active with a good financial standing during the entire Contest Period until the completion of the redemption of Prizes.
3. Individuals listed below are not eligible to participate in this Contest:
  - Employees of the Organizer [including its associates, subsidiaries or related thereto] and their immediate family members [children, parents, siblings, including spouses]; and/or
  - Representatives, employees and/or the advertising agencies or promotional agencies of the Organizer [including its associated and related companies], and their immediate family members [children, parents, siblings, spouses].

### **Contest Period & Entry Criteria**

4. This Contest will commence from **4<sup>th</sup> May 2020 until 26<sup>th</sup> July 2020 at 11:59 PM** (Malaysian Time) **[“Contest Period”]**.
5. Any entries received beyond the Contest Period will be rejected and deemed invalid.
6. Only payment/transaction made using MyDebit ATM card will be accepted for this Contest. Entries received beyond each Weekly Period will be deemed invalid and will be forfeited. For example: Entry transaction slip dated 7<sup>th</sup> May 2020 (Week 1 of the Weekly Prize Contest) must be submitted on or before 10<sup>th</sup> May 2020. That transaction slip will no longer be valid for submission for the following week **[“Weekly Period”]**.

- **Weekly Contest (12 Weeks total) ["Weekly Period"]**

- **Week 1: 4 May – 10 May 2020**
- **Week 2: 11 May – 17 May 2020**
- **Week 3: 18 May – 24 May 2020**
- **Week 4: 25 May – 31 May 2020**
- **Week 5: 1 June – 7 June 2020**
- **Week 6: 8 June – 14 June 2020**
- **Week 7: 15 June – 21 June 2020**
- **Week 8: 22 June – 28 June 2020**
- **Week 9: 29 June – 5 July 2020**
- **Week 10: 6 July – 12 July 2020**
- **Week 11: 13 July – 19 July 2020**
- **Week 12: 20 July – 26 July 2020**

- **Main Prize Contest:**

- **Period: 4 May 2020 until 26 July 2020**

7. The Organizer reserves the right to amend, extend or terminate the Contest including the Contest Period at its sole and absolute discretion without prior notice.
8. A minimum purchase of RM50 and above at any MYDIN with the usage of MyDebit ATM card as a mode of payment made within the Contest Period (with a clear printed transaction receipt along with MyDebit transaction slip) may be entitled to be regarded as a valid entry [**Proof of Purchase**]. Participant who is selected as winner [**Winner**] is required to submit their Proof of Purchase (original) before the redemption/fulfillment of the Prizes can be completed. Failure to do so would result in the cancellation of the Prizes won by the Winner.

### **How to Participate**

9. Each entry must be accompanied by a Proof of Purchase made during the Contest Period at any MYDIN. Entry can be submitted in the following ways:

- **How to Participate (1): via WhatsApp**

- **Each valid and complete entry must** contain the following information:
  - i. Take a photo of the Proof of Purchase and keep the Proof of Purchase;

- ii. Send a photo of your Proof of Purchase along with your entry using WhatsApp app to **011 2611 9785**;
  - iii. Participant will receive a reply message (Contest questions, privacy notice) via the WhatsApp app within 48 hours (on weekdays); and
  - iv. Participant should reply to the message by agreeing to the privacy notice and answer questions correctly to **011 2611 9785**.
- **How to Participate (2): via Whoop app (downloadable via Play Store for Android / App Store for iOS)**
    - i. Sign up for Whoop! App (registration for the first time only);
    - ii. Click on the “**MyDebit Je Dengan Kad ATM Anda Dan Menang**” banner;
    - iii. Take a photo of the Proof of Purchase and keep the Proof of Purchase;
    - iv. Correctly answer the Contest questions and complete the required information;
    - v. Participant will receive an immediate acknowledgement upon submission; and
    - vi. By submitting entries via Whoop! app, the Participant is deemed to have read and agreed to the privacy notice set forth in the Terms and Conditions herein.

**Note:** Every valid purchase worth RM50 and above (in a single transaction slip) will be automatically assigned with **ONE (1)** random serial number (in the database system). (Note: each accumulated value of RM50 = 1 serial number(1 entry), RM100 = 2 serial number(2 entry), RM150 and above = maximum 3 serial number(3 entry). The serial number is for the Organizer reference only. It will not be disclosed to the Participant.

- 10. Each Proof of Purchase can only be used once. The Participant entries will be **disqualified** in the event where the Proof of Purchase is used for more than ONE (1) time.
- 11. Each Participant is only eligible to win ONE (1) Weekly Prizes and/or ONE (1) Main Prizes during the Contest Period.
- 12. Prizes are not exchangeable for cash (if any). The Organizer shall be entitled to replace the Prizes with other prizes of the same value without prior notification at its sole and absolute discretion.

13. The Organizer, its agencies, affiliates, and sponsors and their representatives shall not be liable for any defects or misuse of the Prizes, or to any claims, liabilities, losses or damages in connection with this Contest.
14. Participant is required to provide valid identification document during or prior to Prizes redemption for Participant/Winner verification process. This is to validate the identity of the Contest's Participant/Winner. Proof of Purchase which is faded or damaged will be deemed invalid and will be disqualified.

### **Winner's Selection**

15. Winners will be selected based on the following:
  - a. For Weekly Prizes - At the end of every Weekly Period, the eligible Participant will be shortlisted by the automated selection system based on the number of entries eligible for that particular Weekly Period (for example Week 1 entries will be randomly selected among the Week 1 eligible entries for Week 1 winners) ["Selected Participants"].
  - b. For Main Prizes - Winner will be selected after the end of the Contest Period. Eligible Participant will be shortlisted by the automated selection system based on the number of eligible entries during the Contest Period ["Selected Participants"].
16. For the avoidance of any doubts, only entry submitted within the particular Weekly Period will be eligible to be in the running for Weekly Prizes for that particular period. For example, Proof of Purchase dated 7<sup>th</sup> May 2020 will only be eligible for submission during the Week 1 and only be eligible to win Weekly Prizes for that period. That Proof of Purchase is not valid for other period. Subsequent selection of winners for the following Weekly Period will only be made among the entries during that particular week only.
17. Participant may submit more than ONE (1) entry but each entry must be completed in accordance with Clause 9 described above.

18. Selected Participants will be contacted based on the following:
- a. For Weekly Prizes winners: at the end of every Weekly Period, in the event that the Selected Participants cannot be contacted (via telephone or any other communication channels) or fails to answer all the questions correctly or their entry is not complete, the Organizer reserves the rights to contact the next Selected Participants from the randomized draw and declare this Selected Participants as a winner by going through the similar process.
  - b. For Main Prizes: after the end of the Contest Period, in the event that the Selected Participants cannot be contacted (via telephone or any other communication channels), or fails to answer all the questions correctly or their entry is not complete, the Organizer reserves the right to select the next Selected Participants that managed to answer all the questions accurately and has a complete entry as the Winner.
19. All decisions made by the Organizer in relation to this Contest, including but not limited to, shortlisting, Winner selection, Prizes and forfeiture of Prizes are final. Any correspondence or appeal will not be entertained. The selection of the Winner is subject to the entry eligibility and criteria specified and determined at the Organizer's sole discretion.

### **Prizes & Redemption**

- **Weekly Prizes (total 1,200 winners during entire contest period):**
    - **RM200 MYDIN cash voucher x 100 winners (100 weekly winners x 12 weeks; Refer: Weekly Period)**
  - **Main Prizes (total 40 winners for the entire contest period):**
    - **Grand Prize: RM5000 (credited directly to the winner's account) x 10 winners**
      - **1<sup>st</sup> Prize: RM2,500 (credited directly to the winner's account) x 10 winners**
      - **2<sup>nd</sup> Prize: RM1,500 (credited directly to the winner's account) x 10 winners**
      - **3<sup>rd</sup> Prize: MYDIN cash voucher worth RM 1,000 x 10 winners**
  - A total of one thousand two hundred forty (1,240) Prizes to be won.
20. The Prizes does not include any related taxes.
21. Images of the Prizes shown in any promotional materials, advertisements, publicities and other materials relating to this Contest are solely for illustrative purposes only and may not depict the actual Prizes.

22. Prizes are subjected to the terms and conditions set by the supplier (if applicable). To the extent permitted by law, the Organizer and its agents are not responsible for all liabilities arising from any deferment, cancellation, delay or changes to the Prizes details or any unforeseen circumstances beyond the reasonable control of the Organizer and for any act or default by any vendor or third party supplier.
23. The Organizer shall not be liable for any losses or damages which occur during the Prizes redemption/delivery process. Any other additional costs (for example: travel expenses) involved to redeem or to collect the Prizes shall be fully borne by the Winner.
24. The Organizer reserves the right to postpone the date and place for Prizes redemption that has been determined to a later date in the event of any unforeseen circumstances.
25. The Organizer shall not be liable for any transportation costs in connection with the redemption and/or delivery of the Prizes. Any additional costs, duties, taxes and/or incidental expenses or charges imposed in respect of the Prizes are solely borne by the Winner.
26. The Prizes redemption will be subjected to the availability the Prizes. The Organizer will notify the Winner from time to time.
27. All decisions made by the Organizer in connection with the Contest including but not limited to the selection of Winner and the Prizes are final, conclusive and binding. Any correspondences, inquiries, appeal or objection from the Participant shall not be entertained.
28. The Selected Participants will be contacted by the Organizer based on the contact information supplied during their entry submission process.
29. Prizes cannot be exchanged for cash (if any). The Organizer reserves the right to substitute the advertised Prizes with a prize of the same value without prior notice at its sole and absolute discretion. The Organizer, its agencies, its affiliates, sponsors and representatives shall not be liable for any damages relating to the Prizes or misuse of the Prizes, or claims, liabilities, losses or damages arising out of or in connection with this Contest.

30. Participant is required to submit a valid identification document during or before the redemption of the Prizes for the verification purposes. Proof of Purchase which is unreadable/faded/damaged will be deemed invalid/ineligible and will be disqualified from this Contest.
31. All Prizes are non-transferable.
32. Winner must claim their Prizes from the Organizer or within the time specified notified by the Organizer (via SMS or any other communication channels) after the end of Contest Period. In the event the Winner fails to claim the Prizes or nominate a representative within the stipulated time, the Organizer reserves the right to forfeit the Prizes and award the Prizes to another Winner. Winner must present a valid identification document to redeem/receive their Prizes.
33. Winner that require a representative to claim their Prizes on their behalf must ensure that their representative provide a letter of authorization issued by the Winner along with a copy of the Winner and the representative's valid identification document.

#### **Rights of the Organizer**

34. By participating in this Contest, the Participant give their consent to the Organizer to publish and use their names, and images submitted by the Participant/Winner for advertising, marketing, publicity and/or any other purpose, without any prior notice nor compensation to the Participant/Winner. Participant/Winner shall not be entitled to claim ownership or other forms of compensation on the materials.
35. The Organizer reserves the right to substitute the Prizes with other prizes of equal value without prior notice.
36. If for any reason this Contest is unable to proceed as planned for (and not limited) reasons such as computer virus, hacking, unauthorized intervention, fraud, technical failure, any acts of government not limited to movement control order or any other reason beyond the Organizer control, the Organizer reserves the right, in its sole discretion, to terminate, postpone, modify, or suspend this Contest.

37. The Organizer at its sole discretion may remove and/or disqualify any Participant and/or entries if found (in the Organizer's discretion) or suspected of cheating/hacking/tampering with the Contest submission process, the operation of this Contest or in violation of any Terms and Conditions of the Contest.
38. The Organizer reserves the right to amend the Contest Terms and Conditions at any time at its sole and absolute discretion without prior notice.
39. In addition to these Terms and Conditions, any other order or rules of the Contest as stated at <https://www.mydin.com.my/promotions/mydebit-je-dengan-kad-atm-anda-dan-menang/> or otherwise, shall also bind all Participant in their participation in this Contest.
40. In the event of any inconsistency between these Terms and Conditions and any terms contained in any promotional materials for this Contest, the terms contained at <https://www.mydin.com.my/promotions/mydebit-je-dengan-kad-atm-anda-dan-menang/> shall prevail.
41. If there is a conflict between these Terms and Conditions with the Malay version, the Malay version shall prevail.
42. By participating in the Contest, the Participant give their consents to the Organizer or any third party appointed by the Organizer to process the Participant's personal data for the purpose of this Contest.
43. Unless stated otherwise, all transportation cost, internet charges, personal costs and/or any other costs, fees and/or any kind of expenses incurred by the Participant in connection with this Contest (whether for the purpose of joining, participating in or receiving any benefit or Prizes from the Contest) are at the sole responsibility of the Participant/Winner. The Organizer, its affiliates or authorized agents shall accepts no responsibility whatsoever for those costs/ charges/fees/expenses.
44. The Organizer, its affiliates or authorized third parties shall accept no liability for entries not limited to lost, damaged, delayed, or any technical error.

#### **Liability and Responsibility**

45. Participant and Winner shall assume full liability and responsibility for any liability incurred as a result of their negligence or willful default due to their participation in this Contest and/or



redemption and/or use of the Prizes, Participant and Winner agree to release the Organizer and its agencies from any claim whatsoever from that liability.

46. To the fullest extent permitted by law, in no event the Organizer or any of its officer, employee, representative and/or agent (including, any third party agencies that deals with the Organizer for the purpose of this Contest) be liable for any loss or damage arising in the Participant's negligence or willful default in connection with this Contest.
47. By participating in this Contest, the Participant agrees to comply with all the Terms & Conditions of this Contest and all decisions made by the Organizer.
48. These Terms and Conditions are governed by Malaysian laws and under the jurisdiction of the courts of Malaysia.

#### **Privacy Notice**

49. By participating in the Contest, the Participant give their consent to and authorize the Organizer 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 Participant at the Organizer's website for advertising and publicity purposes.
50. By participating in the Contest, the Participant agrees and authorize their banks to share and disclose their Personal Data to the Organizer for the purpose to run this Contest including and not limited to the selection of Winner (if any).
51. By participating in the Contest, the Participant also give their consent and authorize the Organizer using a third party service including but not limited to any financial institution to process the Participant's Personal Data. All such third parties are contractually obliged, not to use the Participant's Personal Data in any other than way that stated herein.
52. Under the laws of Malaysia, the rights of Participant includes:
  - a. The rights to withdraw consent for the use of Personal Data at any time by contacting the Organizer at the contact details mentioned below by providing the Organizer with the Participant'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 Organizer hold; and
  - c. The rights to correct inaccurate Personal Data.

53. Participant may refer to the Organizer's website at <https://www.mydin.com.my/promotions/mydebit-je-dengan-kad-atm-anda-dan-menang/> or call the Organizer's helpline line at +603 7802 8928 for any info pertaining to data protection or legal rights.
54. The Organizer will take reasonable precautions to keep Participant's Personal Data secure, and requires third party processors to do the same. However, the Organizer may disclose the Participant's Personal Data if required by law, search warrant, subpoena or court order.
55. Any matter to the Personal Data relating to this Contest shall be governed by and dealt with in the Personal Data Protection Act 2010 and any other relevant laws in Malaysia.

**[END]**