### TERMS AND CONDITIONS

### **Organizer & Qualifications**

- "MyDebit Je dengan kad ATM anda dan MENANG!" ["Contest"] is jointly organized by 99SPEEDMART Sdn Bhd (519537-X) and Payments Network Malaysia Sdn Bhd (Company No.:200801035403(836743-D)) [PayNet] [collectively referred to as "The Organizer"].
- 2. The Contest is open to all MyDebit Automated Teller Machine ["ATM"] card members issued by financial institution in Malaysia and must be a permanent resident in Malaysia or a Malaysian citizen who has a valid identification card during the Contest Period ["Participant"].
- 3. The Participant must be 18 years old and above and also have a valid account with any of financial institution in Malaysia and the account must be active with a good financial standing during the Contest Period until the redemption of Prizes.
- 4. 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

- This Contest will commence from 1<sup>st</sup> March 2020 to 8<sup>th</sup> June 2020 at 11:59 PM (Malaysian Time) ["Contest Period"].
- 6. Any entries received beyond the Contest Period will be rejected and deemed invalid.
- 7. Entries received outside each Weekly Contest Period will be deemed as invalid and will be disqualified. For example: transaction slip dated 1<sup>st</sup> March 2020 (Week 1 of the Weekly Contest Period) must be submitted on or before 8<sup>th</sup> March 2020. The said transaction slip is not eligible for the following Weekly Contest Period ["Weekly Contest Period'].

- 8. Weekly Prize Schedule (14 Weeks) ["Weekly Contest Period"]:
  - i. Week 1: 1 March 8 March 2020 (8 days);
  - ii. Week 2: 9 March 15 March 2020;
  - iii. Week 3: 16 March 22 March 2020;
  - iv. Week 4: 23 March 29 March 2020;
  - v. Week 5: 30 March 5 April 2020;
  - vi. Week 6: 6 April 12 April 2020;
  - vii. Week 7: 13 April 19 April 2020;
  - viii. Week 8: 20 April 26 April 2020;
  - ix. Week 9: 27 April 3 May 2020;
  - x. Week 10: 4 May 10 May 2020;
  - xi. Week 11: 11 May 17 May 2020;
  - xii. Week 12: 18 May 24 May 2020;
  - xiii. Week 13: 25 May 31 May 2020;
  - xiv. Week 14: 1 June 8 June 2020 (8 days).
- 9. The Organizer reserves the right to change, extend or terminate the Contest Period at its sole and absolute discretion without any prior notice.
- 10. A minimum purchase of RM15 and above in all 99SPEEDMART outlets using MyDebit ATM Card (via contactless transaction) as the payment method, within the stipulated Weekly Contest Period (with a clearly printed MyDebit receipt) will be eligible to participate and be considered as a valid entry in this Contest ["Proof of Purchase"].
- 11. All payment must be made using MyDebit ATM card (via contactless transaction) to be considered as eligible entry and submit the Proof of Purchase via any of the How to Participate methods stated in Clause 12 which to be made within the Weekly Contest Period.

# How to Participate

12. Each entry must be accompanied by a Proof of Purchase made during the Weekly Contest Period at any 99SPEEDMART outlets that must be submitted in any of the following ways.

# 12.1 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 retain the Proof of Purchase;
  - Send a photo of your Proof of Purchase along with your participation via smartphone using WhatsApp app to <u>011 3772 1809</u>;

- Participant will receive a reply message (Contest question, privacy notice) via the WhatsApp app within 48 hours (on weekdays);
- iv. Participant should reply to the message by agreeing to the privacy notice and provide the correct answer to **011 3772 1809**;
- v. Every valid purchase worth RM15 and above (in a single transaction slip) will be given ONE
  (1) random serial number. (Note: each accumulated value of RM15 = 1 serial number, RM30 = 2 serial number, RM45 = 3 serial number and so forth).

# 12.2 How to Participate (2): via MMS

- Each valid and complete entry must contain the following information:
  - i. Take a photo of the Proof of Purchase and retain the Proof of Purchase;
  - ii. Send a photo of your Proof of Purchase along with your participation via smartphone/mobile phone using MMS to <u>011 3772 1809;</u>
  - iii. Participant will receive a reply message (Contest question, privacy notice) within 48 hours (on weekdays);
  - iv. Participant should reply to the message by agreeing to the privacy notice and provide the correct answer to **011 3772 1809**;
  - v. Every valid purchase worth RM15 and above (in a single transaction slip) will be given ONE
    (1) random serial number. (Note: each accumulated value of RM15 = 1 serial number, RM30 = 2 serial number, RM45 = 3 serial number and so forth);
  - vi. Any cost/charge involved for participation via MMS shall be borne solely by the Participant.

# <u>12.3 How to Participate (3): via Whoop app (downloadable via Play Store for Android / App Store for iOS)</u>

- 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 question and the provide the required information;
- v. Paticipant will receive an immediate acknowledgement upon submission;
- vi. By submitting entires via Whoop! app, the Participant is deemed to have read and agreed to the privacy notice set forth in this Terms and Conditions;
- vii. Every valid purchase worth RM15 and above (in a single transaction slip) will be given ONE
  (1) random serial number. (Note: each accumulated value of RM15 = 1 serial number, RM30 = 2 serial number, RM45 = 3 serial number and so forth)
- 13. Participant may send more than ONE (1) entry.
- 14. Each ONE (1) Proof of Purchase can only be used once.

15. The Participant entries will be disqualified if the same Proof of Purchase is used for more than ONE (1) time.

### Winners' selection

- 16. Winners will be selected based on the following:
  - a) Weekly Prizes Winners Selection: At the end of Weekly Contest Period, the eligible Participant will be shortlisted by the automated selection system based on the number of entries eligible for that particular Weekly Contest Period (for example Week 1 entries will be randomly selected among the Week 1 eligible entries for Week 1 winners) ["Selected Participants"].
  - b) For selection of Grand Prize winner: please refer to Clauses 27-30.
- 17. For the avoidance of any doubts, only Contest entry submitted within the particular Weekly Contest Period will be eligible to be in the running for Prizes for that particular period. For example, Proof of Purchase dated 1<sup>st</sup> March 2020 will only be eligible for submission during the Week 1 and only be eligible to win Prizes for that period. That Proof of Purchase is not valid for other period. Subsequent selection of winners for the following Weekly Contest Period will only made among the entries during that particular week only.
- 18. Participant may submit more than ONE (1) entry but each entry must be completed as per the Clause 12.
- 19. Each Participant is only eligible to win ONE (1) Weekly Prizes and/or Grand Prize during the entire Contest Period, irrespective of the number of entries received by the Organizer.
- 20. In the event that the Selected Participants cannot be contacted, or fails to answer all the questions correctly or does not include the full entries, the Organizer reserves the right to draw the next random draw and declare the next Selected Participants that had answered all the questions accurately and had a completed entry as the next winner.
- 21. 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 eligibility requirements and the criteria for participation specified at the Organizer's sole discretion.

## Prizes & Redemption

22. The Prizes provided for this Contest are as follows:

Types	Prizes	Total Winners
Grand		1
Prize	Toyota Corolla 1.8 G (exclude insurance, registration fees and road tax)	
Weekly		100
Prizes	Yamaha Lagenda 115Z (exclude insurance, registration fees and road tax)	

- 23. For Weekly Prizes winners: In the event that the Selected Participants cannot be contacted after THREE consecutive attempts for three consecutive days (weekdays, working hours, Mon Fri) after the end of each Weekly Contest Period, 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.
- 24. A total of one hundred and one (101) Prizes to be won.
- 25. Images of 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.
- 26. Participant is required to submit a valid identification document (Malaysian identification card or passport) during or before redeeming the Prizes for the Participant/winner's verification purposes. Proof of Purchase which are unreadable/faded/damaged will be deemed invalid, ineligible and will be disqualified from this Contest.
- 27. Grand Prize winner selection: Weekly Prize Winners (a total of 100 winners) will automatically be eligible for the final event ["Finalists"].
- 28. The Finalists will need to attend the final event within the Klang Valley area to be in the running for the Grand Prize of ONE (1) Toyota Corolla 1.8 G. The mechanic & terms and conditions for the selection of the Grand Prize winner and/or the final event will only be shared and revealed to the Finalists during the final event itself.
- 29. All expenses to attend this final event shall be borne by the Finalists.
- 30. There will only be ONE (1) winner for the Grand Prize.

- 31. Prizes are subjected to the terms and conditions set by the automobile company or third party prize supplier. In the fullest extent permitted by law, the Organizer and its agents shall not be liable for any loss, damages arising from any delay, cancellation, delay or alteration to the particulars of the Prizes or any unforeseen circumstances beyond reasonable control faced by the Organizer and for any acts or omissions by any third party vendors and suppliers.
- 32. The Organizer shall not be liable for any loses or damages which occur during the Prizes redemption process.
- 33. Any other additional costs (for example: travel expenses) involved to redeem or to collect the Prize(s) shall be fully borne by the winner.
- 34. Prizes must be registered under the winners' name and it is not transferable. For the Weekly Prizes (Yamaha Lagenda), that Weekly Prizes can be claimed at a nearby Yamaha branch (details will be provided to the contest winners).
- 35. 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.
- 36. 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.
- 37. The Prize fulfillment will be subjected to the availability these Prizes which will be notified to winner from time to time.
- 38. All decisions made by the Organizer in connection with the Contest including but not limited to the selection of winner's and the Prizes are final, conclusive and binding. Any correspondences, inquiries, appeal or objection from the Participant shall not be entertained.
- 39. The Selected Participants will be contacted by the Organizer based on the contact information supplied during their submission process.
- 40. Winner must claim their Prizes on the specific date provided by the Organizer after being notified by the Organizer (via SMS or any other communication channels). In the event the winner fails to claim their 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. All Prizes for the Contest will be given after the end of Promotion Period.

- 41. 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 together with a copy of the winner and the representative's valid identification documents.
- 42. Prizes cannot be exchanged for cash.
- 43. The Organizer reserves the right to substitute the advertised Prizes for 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 damaged Prizes or misuse of any Prizes, or claims, liabilities, losses or damages arising out of or in connection with this Contest.

## **Rights of the Organizer**

- 44. 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. Winner shall not be entitled to claim ownership or other forms of compensation on the materials.
- 45. The Organizer reserves the right to substitute the Prizes with other prizes of equal value without prior notice.
- 46. 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, or any other reason beyond control, the Organizer reserves the right, in its sole discretion, to revoke, terminate, modify, or suspend this Contest.
- 47. The Organizer at its sole discretion may remove and/or disqualify any Participant and / or entries if found or suspected of cheating/hacking/tampering/manipulating with the Contest submission process, the operation of this Contest or in violation of any Terms and Conditions of the Contest.
- 48. The Organizer reserves the right to amend the Contest Terms and Conditions at any time at its sole and absolute discretion without prior notice.
- 49. In addition to these Terms and Conditions, any other order or rules of the Contest as stated at <u>www.99SPEEDMART.COM.MY</u> or otherwise, shall also bind all Participant and their participation in this Contest.

- 50. 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 <u>www.99SPEEDMART.com.my</u> shall prevail. If there is a conflict between these Terms and Conditions with the Malay version, the English version will prevail.
- 51. 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 purposes of this Contest.
- 52. The Organizer, its affiliates, its agents or representatives shall not be liable for any costs / charges / fees / expenses incurred by the Participant in connection with this Contest. 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.
- 53. The Organizer, its affiliates or authorized third parties shall accept no liability for entries lost, damaged, delayed, or due to computer, IT or any technical error.

### Liability and Responsibility

- 54. Participant and winner shall assume full liability and responsibility in any case will be fully liable and responsible for any liability, unexpected event, injury, damage, claim or accident (including death) caused by their participation in this Contest and/or redemption and/or use of the Prizes and agree to release the Organizer and its agencies from any claim whatsoever for any injury, accident, loss of life nor loss of economy and others.
- 55. 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 purposes of this Contest) be liable for any loss or damage (including loss of income, profits or goodwill or indirect damages, incidental, consequential, exemplary, punitive or special damages of any party including third parties) howsoever arising whether in contract, tort, negligence or otherwise in connection with this Contest, although the Organizer has been advised of the possibility of such damages in advance, and all such damages are expressly excluded.
- 56. By participating in this Contest, the Participant agrees to comply and agrees unconditionally to the terms & conditions of this Contest and all decisions made by the Organizer.

### Privacy Notice

- 57. By participating in this 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 the Organizer's website for advertising and publicity purposes.
- 58. The Participant also give their consent to their respective banks to share and disclose their Personal Data to the Organizer for the purpose related to the Contest.
- 59. By participating in this Contest, the Participant also gives consent and permission to the Organizers to share or collect their Personal Data including with third parties (if required) not limited to the Organizer's agents or any financial institution in Malaysia. All such third parties are contractually required, not using the Participant's Personal Data except in the manner set forth herein.
- 60. 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.
- Participant may refer to the Organizer's website Terms and Conditions at <u>www.99SPEEDMART.com.my</u>.
  To call the Organizer's helpline line during working hours, 9am-5pm, Mon Fri at +603 7802 8928 for any info pertaining to data protection or legal rights.
- 62. 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, subpoend or court order.
- 63. 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 relevant laws in Malaysia

[END]