

## **ORGANISER AND ELIGIBILITY**

1. The MyDebit Shop, Wave & Win Contest ("MyDebit Contest") is organised by Guardian Health And Beauty Sdn. Bhd. (the "Organiser") and Payments Network Malaysia Sdn Bhd ("PayNet") ("Prize Sponsor").

## **CONTEST PERIOD**

1. The MyDebit Contest begins on 1 November 2020 at "00:00:01" and ends on 31 December 2020 at "23:59:59" ["Contest Period"]. The Organiser reserves the right to amend the Contest Period at any time without prior notice. All entries received outside the Contest Period will be disqualified. Only completed entries will be entertained.

## **CONTEST MECHANICS**

1. The MyDebit Contest is open to all MyDebit Automated Teller Machine ["ATM"] card holders issued by participating financial institutions authorising 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 in Malaysia and the account must be active with a good financial standing and not dormant during the entire Contest Period until the completion of the redemption of Prizes.
2. Participant must spend minimum of RM30.00 and above by using MyDebit ATM card in a single receipt at any Guardian store within the Contest Period.
3. Each receipt entitles the Participant to one (1) WhatsApp entry ONLY.
4. Answer a simple question: "Spend minimum RM 30 to join MyDebit Shop, Wave & Win Contest? True or False."
5. Send the following information via WhatsApp to +6019-3807 635, a dedicated phone line set-up by the Organiser to receive entries submitted by participants:
  - i. Attach a photo of the purchase receipt & bank slip ("Proof of Purchase");
  - ii. Answer to the question;
  - iii. Identification card number;
  - iv. Full name as per identification card.
6. Retain original Proof of Purchase dated within Contest Period that matches the WhatsApp entry.
7. Duplicated and re-printed Proof of Purchase are not accepted. The Organiser reserves the rights to disqualify any illegible, disfigured and modified Proof of Purchase.

## **WINNER SELECTION AND PRIZE REDEMPTION**

1. Participant may send as many WhatsApp entries as they wish but each entry must be accompanied with the required details and a different Proof of Purchase for each entry.
2. Participant is not allowed to submit/send more than one (1) WhatsApp entry with the same Proof of Purchase to the Organiser.
3. All qualified entries will be subjected to a random computerized selection process to shortlist the winners.
4. Selected winners will be contacted by the Organiser within three (3) working days up for three (3) times during regular business hours via phone.
5. Prizes must be collected by the winners or by the winner's authorised representative with a valid and signed authorisation letter, including the copy of the Participant's identification card only.
6. In the event the selected winner(s) cannot be contacted after three (3) attempts i.e. no reply, telephone number not in service or no connection etc. the Prizes will be allocated to the next selected winner(s) as per the Terms and Conditions of the MyDebit Contest. The Organiser/Prize Sponsor shall not be held liable in the event the winners cannot be contacted for whatever reasons.
7. Selected winners can only win one (1) prize throughout the Contest Period, irrespective of the number of eligible entries received.
8. The Organiser shall notify the selected winner(s) by contacting them via telephone or email, at the end of the Contest Period. The Organiser shall publish the names of the winners on their website and/or social media. Winners shall be notified by the Organiser not later than three (3) months from the end of the Contest Period.
9. Prizes must be collected and accepted by the selected winner(s) within one (1) month from the date of when the notification was made. In the event of non-acceptance or failure to accept the prizes within the stipulated time frame, the Organiser reserves the right to forfeit the unclaimed prizes and any enquiries thereafter will not be entertained. No refund will be given for any unclaimed prizes. No cash will be given in exchange for the prizes.

## **PRIZES**

- a. Grand Prize: Honda Civic 2020 (exclusive of road tax, registration fee & insurance) x 1 winner;
  - b. 1st Prize: 11" iPad Pro Wifi + Cellular 256GB x 5 winners;
  - c. 2nd Prize: Apple Watch Series 6 x 5 winners;
  - d. 3rd Prize: Dyson Airwrap Styler x 8 winners;
  - e. 4th Prize: Kitchenaid Multicooker each x 8 winners;
  - f. Consolation Prize: RM500 Guardian Voucher each x 25 winners.
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1. Images of the Prizes shown in any promotional materials, advertisements, publicities and other materials relating to this MyDebit Contest are solely for illustrative purposes only and may not depict the actual Prizes.
  2. Prizes are subjected to the terms and conditions set by the supplier (if applicable). To the extent permitted by law, the Organiser/Prize Sponsor 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 Organiser/Prize Sponsor and for any act or default by any vendor or third-party supplier.
  3. The Organiser 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.
  4. The Organiser 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.
  5. The Organiser 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.
  6. The Prizes redemption will be subjected to the availability the Prizes in which the Organiser will notify the winner from time to time.
  7. All decisions made by the Organiser in connection with the MyDebit 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.
  8. The selected Participant will be contacted by the Organiser based on the contact information supplied during their entry submission process.

## **RIGHTS OF THE ORGANISER**

1. The Participant grant to the Organiser/Prize Sponsor the right to use any photos and/or other material received during the MyDebit Contest or thereafter (including the Participant's name, email addresses, contact numbers, photos, etc.) for advertising, marketing and communication purposes without compensation to the Participant, his or her successors or assigns, or any other entity.
2. All entries must be original and not infringe any intellectual property rights owned by any party. Participant may not raise, circulate, reproduce or otherwise furnish, any materials containing intellectual property rights of any other party, including but not limited to copyright, or other proprietary information held by the other party without the prior written permission of the owner of intellectual property rights or proprietary information. If you believe your work has been tampered with and displayed in violation of intellectual property rights, please contact the Organiser.
3. By submitting your participation to this MyDebit Contest, all participants agree and acknowledge that all intellectual property rights in all entries will belong to the Organiser/Prize Sponsor. The Organiser/Prize Sponsor reserves the exclusive right to use, edit, modify and publish the entries submitted by all participants, publishing the names of the participants, in such manner as it thinks fit for any advertising, trade, promotion purposes and for any other reason however, without prior notice to participants and participants shall not claim ownership or any payment or compensation in relation to any of this information or their entry.
4. By participating in the MyDebit Contest, the Participant:
  - a. Agree to the use of their name, photograph, caricature, voice, biographical material and/or likeness, without compensation by the Organiser and/or any party authorized by the Organiser in connection with the MyDebit Contest.
  - b. Grants the Organiser and any party authorized by the Organiser and irrevocable, worldwide, perpetual, royalty-free right and licence to use any material submitted as a part of their entry into the MyDebit Contest, the photos, and any footage or materials that features or otherwise includes the winners (collectively known as "the Works") in any manner, for any purpose the Organiser may see fit, in all forms of media now known or hereafter invented.
  - c. To the fullest extent permitted by law, waive any moral rights or similar rights they may have in the Works or any part thereof throughout the world.
  - d. Undertake not to object to any use of the Works by the Organiser or any party authorized by the Organiser.
  - e. Without in anyway limiting the scope of the Terms, hereby release the Organiser/Prize Sponsor or any party authorized by the Organiser/Prize Sponsor from any and all claims and causes of action for libel, slander, invasion of rights or privacy or publicity, or for any other claim or cause of action based upon, relating to, or in connection with the use made by the Organiser/Prize Sponsor or any party authorized by the Organiser/Prize Sponsor of any of the rights granted above.

5. The winner may be required to take part in promotional activity related to the prize draw and the winner shall participate in such activity on the Organiser/Prize Sponsor's reasonable request. The winner consents to the use by the Organise/Prize Sponsor and its related companies, both before and after the closing date of the prize draw for an unlimited time, of the winner's voice, image, photograph and name for publicity purposes (in any medium, including still photographs and films, and on the internet, including any websites hosted by the Organiser/Prize Sponsor and its related companies) and in advertising, marketing or promotional material without additional compensation or prior notice and, in entering the prize draw, all entrants consent to the same.
6. The Participant agrees that they are solely responsible for the content submitted. To the extent permitted by law, the Organiser/Prize Sponsor shall not be liable in any way for such content. The Organiser/Prize Sponsor reserves the right to release any content without notice of any reason whatsoever. The Participant warrants and agrees that:
  - a. they will not produce any content that is unlawful or fraudulent, or that the Organiser/Prize Sponsor may consider whether it violates any intellectual property, privacy, publicity or other rights, defamatory, contemptuous, obscene, or sexually abusive appropriate, violent, abusive, harassing, threatening, unpleasant in relation to race, religion, origination or gender, unsuitable for children under the age of 18, or otherwise inappropriate for publication;
  - b. they will obtain prior permission from any individual or property appearing in their content;
  - c. they will obtain full consent in advance of any individual who has created or have any rights in the content, for the use and the terms herein together;
  - d. the content shall not contain a virus or cause injury or harm to any individual or entity; and
  - e. they will comply with all applicable laws and regulations, including without limitation, individuals who control copyright, content, defamation, privacy, publicity and access or use of computers or other individual communication systems.
7. The Organiser/Prize Sponsor reserves the right to reject any entries that are incorrect, incomplete, suspicious or invalid. The Participant agrees not to knowingly damage or cause interruption to the MyDebit Contest and/or prevent others from entering the MyDebit Contest.
8. The Organiser/Prize Sponsor and its respective parent companies, affiliates, subsidiaries, licensees, directors, officers, agents, independent contractors, advertising, promotion, and fulfilment agencies, and legal advisors are not responsible for and shall not be liable for:-
  - a. disruption, network congestion, malicious virus attacks, unauthorized data hacking, data corruption and server hardware failure or otherwise; any technical errors, whether due to inaccessibility of internet network;
  - b. telephone, electronic, hardware or software program, network, internet, server or computer malfunctions, failures, interruptions, miscommunications or difficulties of any kind, whether human, mechanical or electrical, including, without limitation, the incorrect or inaccurate capture of entry information online;
  - c. late, lost, delayed, misdirected, incomplete, illegible or unintelligible communication including but not limited to e-mails;
  - d. any acts of government not limited to movement control order or any other reason beyond the Organiser control;

- e. failed, incomplete, lost, garbled, jumbled, interrupted, unavailable or delayed computer transmissions;
  - f. any condition caused by events beyond the control of the the Organiser/Prize Sponsor that may cause the MyDebit Contest to be disrupted or corrupted;
  - g. any injuries, losses, or damages of any kind arising in connection with or as a result of the gift, or acceptance, possession, or use of the Prizes, or from participation in the MyDebit Contest. For the avoidance of doubt, the Prizes are provided by he Organiser/Prize Sponsor. The Participant and/or winner hereby acknowledge and agree that the Organiser/Prize Sponsor excludes all warranty and/or liability in connection with the awarded Prizes and/or the MyDebit Contest. The Participant shall assume full liability and responsibility in case of any liability, mishap, injury, loss, damage, claim or accident (including personal injury and/or death) resulting from their participation in the MyDebit Contest, redemption and/or usage of the Prizes;
  - h. The Organiser/Prize Sponsor shall not be held responsible for any loss, damage or injury (including death) in any manner whatsoever suffered by the Participant as a result of the participation in the MyDebit Contest and/or the use of the Prizes or any printing or typographical errors in any materials associated with the MyDebit Contest.
9. By participating in the MyDebit Contest, each Participant agrees to release and hold the Organiser/Prize Sponsor and its employees, officers, directors, shareholders, agents, representatives, parent companies affiliates, subsidiaries, licensees, advertising, promotion, and fulfilment agencies, and legal advisors, harmless from any and all losses, damages, rights, claims and actions of any kind in connection with the MyDebit Contest or resulting from acceptance, possession, use or misuse of the Prizes, or travel to or from any gift-related activity, including without limitation, personal injury, death, and property damage, and claims based on publicity rights, defamation, or invasion of privacy.
10. The Organiser/Prize Sponsor and its respective parent companies, subsidiaries, affiliates, licensees, directors, officers, employees, agents, independent contractors and advertising/promotion agencies make no warranties, express or implied, in fact or in law, relative to the use or enjoyment of the Prizes, including, without limitation, their quality, merchantability or fitness for a particular purpose.
11. By participating in the MyDebit Contest, winners agree to grant the Organiser/Prize Sponsor and their respective parent companies, subsidiaries, affiliates, licensees, directors, officers, agents, independent contractors and advertising/promotion agencies the use of data collected through the MyDebit Contest website, likeness, biographical data and statements for purposes, including, without limitation, advertising, trade, or promotion, in perpetuity, in any and all media now known or hereafter devised, without compensation, unless prohibited by law. If the winners cannot be contacted and/or the registration is ineligible and/or fails to claim a Prize and/or fails to timely return the completed and executed declaration and releases as required, the Prize may be forfeited and an alternate winner may be selected. Refusal or return of the winners' notification as undelivered will also result in disqualification and an alternate winner may be selected. Appeals to check the status of entries will not be entertained.

12. The Organiser/Prize Sponsor reserves the right to end the MyDebit Contest earlier or extend the Contest Period at its own discretion.
13. All costs, fees and/or expenses incurred or to be incurred by the winners in relation to the MyDebit Contest and/or to claim the prize(s), which shall include but not limited to the costs for transportation, postage/courier, personal costs and/or any other costs, are the sole responsibility of the winners. The Organiser/Prize Sponsor will not be responsible for any loss or damages during prize delivery.
14. The Organiser reserves the right in its sole and absolute discretion to change the Prizes as it sees fit, and deal with any unclaimed Prizes in any manner. Any change will be final and binding upon every Participant in the MyDebit Contest.
15. The Prizes are non-negotiable, non-transferable, non-refundable and not exchangeable for cash, credit or kind, either in part or in full except at, the sole and absolute discretion of the Organiser and is subject to the terms and conditions accompanying the Prizes. The Prizes cannot be sold or bartered. There is no refund for a partially used Prize. The Organiser may at its sole and absolute discretion withdraw and/or substitute any prize with any other item of similar value without notice and without furnishing any reason. Unless otherwise stated, the winner is solely responsible for any and all taxes and/or fees as well as all additional costs that may be incurred in relation to the Prizes.
16. The winners of the MyDebit Contest are not allowed to represent and/or endorse any other brands, companies or entities that are directly or indirectly in competition with the the Organiser/Prize Sponsor brand, or be detrimental to the brand, for as long as the entire contract term.
17. The Organiser's decisions are final and any complains will not be entertained.
18. By participating in the MyDebit Contest, the Participant hereby agrees that he/she shall not, directly or indirectly, give, promise or offer and undertake not to give, promise or offer money, donations, gifts or other benefits whatsoever in order to influence with corrupt intent the Organiser or any private person or business, or any employee or public international authority, or anyone acting on the Organiser's behalf, in the exercise of authority or in connection with obtaining any improper benefit or advantage with respect to this MyDebit Contest or any matter covered by these Terms or otherwise take any action (or fail to take action when required) that would violate any applicable laws, including but not limited to any applicable local laws and/or regulations.
19. Participation in the MyDebit Contest constitutes the Participant's full and unconditional agreement to and acceptance of these Terms & Conditions.
20. The Organiser/Prize Sponsor reserves the right to omit, add or amend these Terms and Conditions at any time without any prior notice. Any new or amended Terms and Conditions will supersede the existing Terms and Conditions with immediate effect.

21. The invalidity, illegality or unenforceability of any terms hereunder shall not affect or impair the continuation in force of the remainder of the Terms and Conditions of this MyDebit Contest.
22. In the event of any inconsistency between these Terms and Conditions and any terms contained in any promotional materials for this MyDebit Contest, the terms contained in these Terms and Conditions in Guardian's official Facebook page, [www.facebook.com/guardianMY](http://www.facebook.com/guardianMY) shall prevail.

#### **PRIVACY NOTICE PURSUANT TO PERSONAL DATA PROTECTION ACT 2010**

1. By participating in the MyDebit Contest and/or providing your personal data to the Organiser/Prize Sponsor, you warrant and represent that you have read and understood the Privacy Policy enclosed to these Terms and Conditions and you consent to the Organiser/Prize Sponsor's processing of your personal data in accordance with said Privacy Policy. You agree to indemnify, defend, and hold the Organiser/Prize Sponsor harmless against any loss, damages, costs, claims, actions, or liabilities occurring due to your breach of the aforesaid warranty and representation.
2. The Organiser/Prize Sponsor has taken the relevant cautionary and security measures to ensure the safekeeping all of the Participant's personal data, and requires all third-party data processors to comply with the same measures. Please note, however, that the Organiser/Prize Sponsor can present the Participant's personal data should it be required to do so by the law, or by a search warrant, subpoena, or court order. In compliance with the laws of Malaysia, the Participant hereby consent and authorize the Organiser/Prize Sponsor to collect, process, to safe keep the required details and to disclose the Participant(s) personal details to the related parties involve in organising this MyDebit Contest.
3. Any withdrawal of the Participant(s)' consent given shall be made in writing and received by the Organiser/Prize Sponsor before the expiry of the MyDebit Contest Period and in such event, the Participant(s) shall be deemed to have withdrawn from the MyDebit Contest.
4. The Participant also give their consent to their respective banks to share and disclose their Personal Data to the Organiser/Prize Sponsor for the purpose related to the MyDebit Contest.
5. Under the laws of Malaysia, the rights of Participant include:
  - i. the right to withdraw consent for the use of their personal details at any time by contacting the Organiser and providing the Organiser/Prize Sponsor with the name and e-mail address of the Participant so the Organiser can issue it.
  - ii. the right to obtain a copy of the personal data held by the Organiser of the Participant [the Organiser reserves the right to charge a small fee to exercise this right].
  - iii. the right to correct inaccurate personal data held by the Organiser.



6. Participant has the right to obtain access, request correction or withdraw consent to disclose any personal information held by the Organiser. Such request can be made via Facebook message at Guardian's official Facebook page, [www.facebook.com/guardianMY](https://www.facebook.com/guardianMY) or by post to the following address;

Guardian Health And Beauty Sdn. Bhd.  
Mezzanine Floor, Giant Hypermarket Shah Alam Stadium,  
Lot 2, Persiaran Sukan,  
Seksyen 13, 40100,  
Shah Alam Selangor.

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