

## TERMS & CONDITIONS

### Organizer & Qualifications

1. **Wave 2 Win with MyDebit ["Contest"]** is organized by Jaya Grocer [**"the Organizer"**] in collaboration with PAYMENTS NETWORK MALAYSIA SDN BHD (836743-D) (PayNet) [**"The Prize Sponsor"**]. This Contest is open to the cardholders of Automated Teller Machine [**"ATM"**] MyDebit Cards issued by participating banks that offered MyDebit in Malaysia [**"the Participant"**]. Only Participant who are 18 years of age and above and have valid identification document (example: identity card or passport) are eligible to participate in this Contest.
2. The Participant 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 Participant shall comply with the eligibility requirement above in order to be an "Eligible Participants".
3. Shareholders, directors, officers, employees of the Organizer and Prize Sponsor including their associated/affiliated companies and their immediate family members (spouse, children, parents, siblings) and/or representatives, employees and/or servants of any agencies of the Organizer and Prize Sponsor and immediate families are not eligible to participate.

### Contest Period & Entry Criteria

4. **Wave 2 Win with MyDebit ["Contest"]** will begin from 0:00:00am on 15th July 2019 to 23:59:59pm on 15th October 2019 (Malaysia Time) [**"Contest Period"**]. All entries received after the Contest Period will not be entertained. The Organizer 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.
5. Participant shall submit their entries via WhatsApp application [**"Contest Mechanism"**].

### How to Participate:

6. Each valid and complete entry must contained the following information (during submission):
  - i. Take a photo of MyDebit TRANSACTION SLIP (in a clear and full image) with purchased from Jaya Grocer;
  - ii. NOTE: RETAIN MyDebit **TRANSACTION SLIP (original)** as Proof of Purchase.

7. Submit your entry via WhatsApp to **018 - 9728 791**.
8. Participant will receive a reply message (Contest questions, privacy notice) via WhatsApp within 24 hours (during weekdays). Participant is required to reply the correct answer to the Contest questions and to provide personal particulars in order to be eligible.
9. Participant who is shortlisted as Contest winner [**“Winner”**] must submit the original copy of MyDebit Transaction Slip as proof of purchase before prize redemption. Failure to do so will result to the cancellation of prize won by the said Participant.
10. At the end of the Contest Period, Eligible Participants will be randomly short-listed by an automated selection system based on the total number of valid entries/submission [**“Selected Participants”**].
11. The Organizer will then contact the Selected Participants via the contact details provided (at the time of entry). Participant is encouraged to maintain their contact numbers (within the Contest Period). In the event that the Selected Participants cannot be contacted after THREE attempts per day (for three (3) consecutive days, during working hours from Monday – Friday), the Organizer reserves the right to disqualify the Selected Participants and a new next Selected Participants will be selected as replacement will then be elected to undergo the same process at the absolute discretion of the Organizer.

### **Qualifying Criteria**

12. Each Participant may send more than **ONE (1)** entry. Every **ONE (1)** Transaction Slip (with purchase of RM80 and above made via MyDebit ATM card through “Wave / Contactless” transaction is eligible as **ONE (1)** entry). Each Transaction Slip can only be used once. The Participant’s entry will be disqualified if the same Transaction Slip is used for more than **ONE (1)** time. Keep original receipt and Transaction Slip for verification purposes. Multiple entries are permitted but each participant shall only win one of the prizes throughout the Contest Period.
13. The Participant needs to answer a question and provide required details to be eligible:
  - Method: **018 - 9728 791** (WhatsApp Entry);
  - Full Name;
  - Identity Card Number;
  - Email Address;
  - Phone Number;
  - Transaction Slip (MID Number);

- Clear and full image of the Transaction Slip.
14. Complete details as above and submit.
  15. Only transactions using MyDebit ATM Card via contact less transaction within the Contest Period will be eligible for the Contest.
  16. Incomplete, inaccurate, and/or incorrect details and answer will be disqualified.
  17. Late and invalid entries will not be eligible. No appeals will be entertained.
  18. Cancelled purchase or refunded purchase are not valid for participation in this Contest at the Organizer absolute discretion.

### **Contest Prizes & Redemption**

Contest Prizes are as follows:

- **1st prize: One winner to win an Iphone Xs (15 winners)**
- **2nd prize: One winner to win an Apple Watch Series 4 (40 winners)**
- **3rd prize: One winner to win a Dyson Supersonic Hairdryer (20 winners)**
- **Consolation prize: 100 winners to win a RM150 Jaya Grocer e-voucher each**

The 75 winners (Winners from 1<sup>st</sup> prize, 2<sup>nd</sup> prize & 3<sup>rd</sup> prize) will stand a chance to win the Grand Prize worth a total of RM 33,000 as per below:

Grand prizes:

- **1<sup>st</sup> Grand Prize: One winner to win Travel Voucher worth RM15,000**
  - **2<sup>nd</sup> Grand Prize: One winner to win Travel Voucher worth RM10,000**
  - **3<sup>rd</sup> Grand Prize: One winner to win Travel Voucher worth RM8,000**
19. Unless otherwise specified in the terms and conditions herein, no substitution or replacement of, or modification to the prizes requested by the Participant will be permitted.
  20. Prizes are not exchangeable and/or transferable or redeemable for cash. Any portion of the prize that is unused is forfeited.
  21. The Organizer reserves the right to substitute or replace the prizes offered in this Contest with another item of similar value without prior notice.
  22. Prizes are subjected to the terms and conditions set by the supplier. 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 suppli-

er. For the avoidance of doubt, the Organizer 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 Organizer.

23. The Organizer shall not be liable for any losses or damages which occur during the prize redemption process. Any other additional costs (for example: travel expenses) involved to redeem or to collect the Prize(s) shall be fully borne by the Winner.
24. Winner shall bear all charges/and any additional payments not limited to the cost of transportation, registration fees, road tax, insurance and any other chargeable taxes/fees.
25. The Organizer reserves the right to postpone the date and place for prize redemption that has been determined to a later date in the event of any unforeseen circumstances.
26. The images of the prizes displayed in any advertisement, publicity and other materials relating to this Contest are purely for illustration purposes and may not reflect the actual prizes.
27. 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 collection are solely borne by the Winner.
28. The prizes fulfillment will be subjected to the availability these prizes. The Organizer will notify to the winner from time to time.
29. Prizes not claimed **30-days** after being contacted, may be withdrawn at the organizer's discretion.
30. Prizes are not exchangeable for cash. The Organizer shall be entitled to replace the prize with other prize of the same value without prior notification at its sole and absolute discretion. The Organizer, its agencies, affiliates, sponsors and their representatives shall not be liable for any defects or misuse of the prizes, claims, liabilities, losses or damages in connection with this Contest.
31. Participant is required to provide valid identification document during or prior to prize redemption for Participant / Winner verification process. [**“Proof of Purchase”**] which is not readable, faded, or damaged will be deemed invalid and will be disqualified.
32. All prizes have to be claimed in-person with valid identification. Valid identification is any form of government approved identification document such as

MyKad, Identity Card, or Passport.

33. Prize(s) has to be collected in-person (cannot be shipped or delivered).
34. Jaya Grocer e-vouchers will be e-mailed to winners.

### **Selection Of Winners**

35. Winners will be selected within 90-days from the end of the Contest Period.
36. Winners will be chosen through random draws from a pool of total eligible entries which will be carried at a selected date and time after the end of the Contest Period by the Organizer. Selected Winners will be notified via phone call. The Organizer reserves its right, at its absolute discretion change, revise, delay, postpone the draw and notification date without any prior notice.
37. If for any reason (e.g. no reply, telephone number provided not in service, no network connection and etc), the shortlisted winners cannot be reached after three (3) attempts, the prize will be forfeited. The organizer shall not be held liable in the event the winner cannot be contacted for whatever reasons. The Organizer shall have absolute discretion and reserves the right to select an alternate winner who will be subject to the same rules.
38. Each participant shall only win **ONE (1)** Contest prizes throughout the Contest Period, irrespective of the number of entries collected by the Organizer.
39. The winner(s) will be notified via phone and/or e-mail.
40. The Organizer shall notify the winners not later than three (3) months from the end of the Contest Period and the Organizer shall announce and publish the names of the winners on their websites.
41. All decisions made by the Organizer 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.
42. Winners will have to be present at the event venue for prize giving ceremony.

### **Grand prize selection**

43. 75 winners (winners from 1<sup>st</sup> prize, 2<sup>nd</sup> prize and 3<sup>rd</sup> prize) will be invited to attend the prize giving ceremony. The event shall be confirmed by the Organizer from time to time. During the prize giving ceremony, the 75 winners will be re-drawn to stand a chance to win the Grand Prizes of three (3) Travel vouch-

ers respectively.

\*Only winners that attend the ceremony will be in the pool for the Grand Prizes. Winners that cannot attend the prize giving ceremony will not be pooled.

### **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. 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 disqualify any individual who disrupts the contest participation process and/or revokes, terminates, modifies, or suspends this Contest.
46. The Organizer at its sole discretion may remove and/or disqualify any Participant and/or entries if found 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.
47. The Organizer reserves the right to amend the Contest Terms and Conditions at any time at its sole and absolute discretion without prior notice.
48. 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.jayagrocer.com/events/mydebit> shall prevail.
49. By participating in the Contest, the Participant give their consents to the Organizer/PayNet or any third party appointed by the Organizer/PayNet to process the Participant's Personal Data for the purposes of this Contest.
50. 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, and the Organizer, its affiliates or authorized agents or shall accepts no responsibility whatsoever for those costs/charges/fees/expenses.

51. 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**

52. 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 Contest Prizes and agree to release the Organizer/PayNet and its agencies from any claim whatsoever for any injury, accident, loss of life nor loss of economy and others.
53. To the fullest extent permitted by law, in no event the Organizer/PayNet 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.
54. By participating in this Contest, the Participant agrees to comply with all the decisions made by the Organizer and agrees unconditionally to the terms & conditions of this Contest and all decisions made by the Organizer.

### **Privacy Notice**

55. By participating in the Contest, the Participant give their consent to and authorize the Organizer/PayNet 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.
56. By participating in the Contest, the Participant also give their consent and authorize the Organizer to use and share the Participant’s personal data using with a third party service including but not limited to any PayNet/ participating banks that offered MyDebit 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.

57. 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.
58. Participant may refer to the Organizer's website at <https://www.jayagrocer.com/events/mydebit> or call the Organizer's helpline line at 03- 5626 0043 for any info pertaining to data protection or legal rights.
59. 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.
60. 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]