

## TERMS AND CONDITIONS

### Organiser & Qualifications

1. This **“BELI & MENANG HADIAH MENARIK BERNILAI LEBIH RM338,000”** Contest [**“Contest”**] is jointly organised by TMG Mart Sdn Bhd (Registration No: 201301026916 (166702-T)) and Payments Network Malaysia Sdn Bhd (Company No: 2000801035403 (836743-D)) (PayNet) [**collectively referred to as “The Organiser”**].
2. This Contest is open to all DuitNow eWallet account users and MyDebit Automated Teller Machine [**“ATM”**] cardholders issued by participating financial institutions authorizing MyDebit services in Malaysia. The DuitNow eWallet account users and MyDebit ATM card holders must be 18 years old and above are a Malaysian citizen or a permanent resident in Malaysia and has a valid identification document during the Contest Period [**“Participant”**].
3. The Participant must also have a valid account with any of the mentioned financial institutions 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.
4. Individuals listed below are not eligible to participate in this Contest:
  - Employees of the Organiser [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 Organiser [including its associated and related companies], and their immediate family members [children, parents, siblings, spouses].

### Contest Period & Entry Criteria

1. This Contest will commence from **1 December 2024 until 16 March 2025 at 11:59 PM** (Malaysian Time) [**“Contest Period”**].
2. Entries received beyond the Contest Period will be deemed invalid and will be forfeited.
3. The Organiser reserves the right to amend, extend or terminate the Contest with prior notice.
4. For the monthly submission of entries, the Organiser must receive the submission of entries on or before 11:59 PM (Malaysian Time) of the last date of each Monthly Period as tabulated below. Only entries with transaction receipts using **MyDebit Card** or **DuitNow QR** as a mode of payment will be accepted for this Contest. The said transaction receipt will no longer be valid for submission for the following month. For example, a transaction receipt dated 30<sup>th</sup> Nov 2024 (Month 1 of the Monthly Contest Period) must be submitted on or before 30<sup>th</sup> Nov 2024, 11:59 PM (Malaysian Time).

**Contest Period Table [“Monthly Contest Period”]**  
O Month 1: **1 December 2024, 12:00 AM – 31 December 2024, 11:59PM;**

O Month 2: **1 January 2025, 12:00 AM – 31 January 2025, 11:59 PM ;**

O Month 3: **1 February 2025, 12:00 AM – 28 February 2025, 11:59 PM.**

5. A minimum purchase of **RM80.00 and above** in a single receipt at any TMG Mart, TMG Plus and TMG Express [**“TMG Stores”**] with the usage of **MyDebit Card** or **DuitNow QR** as a mode of payment made within the Contest Period (with a clear printed and successful transaction receipt) [**“Proof of Purchase”**], maybe entitled to be regarded as **ONE (1)** valid entry. The Participant who is selected as the winner [**“Winner”**] is required to submit their Proof of Purchase (original) before the redemption/ fulfilment of the prizes can be completed. Failure to do so would result in the cancellation of the prizes won by the Winner.
6. Only a clear snapshot of the Proof of Purchase indicating the products, receipt number, purchase date, purchase value, outlet name, outlet location and mode of payment (MyDebit or DuitNow) will be accepted. No alteration of Proof of Purchase in any form is allowed.

#### **How to Participate**

1. Each entry must be accompanied by a Proof of Purchase made during the Contest Period at any TMG stores. Entry must be submitted with the following way:

##### **How to Participate: Scan QR Code**

- **Each complete entry must** contain the following information, failing which the entry will automatically be disqualified without notice:
    - I. Take a clear photo of the Proof of Purchase and keep the Proof of Purchase (original);
    - II. Scan the QR code at any TMG Mart stores or any official communication channels to submit your entry or log in to <https://tmg38anniversarycontest.myideascontest.com/>;
    - III. Attach the photo of your Proof of Purchase, fill in the details such as full name, identification Card number (MyKad), contact number, email address, receipt number, location of purchase correctly.
    - IV. Click “Submit” to submit your entry.
  - By submitting the entry in this Contest, the Participant is deemed to have read and agreed to the privacy notice set forth in the Terms and Conditions herein.
2. Non-TMG Rewards Participant may send more than **ONE (1)** valid entry. Each **ONE (1)** Proof of Purchase with a minimum purchase of RM80.00 and above in a single receipt made using **MyDebit Card** or **DuitNow QR** is eligible as **ONE (1)** valid contest entry. Each Proof of Purchase can only be used once. Participants’ entries will be disqualified if the same Proof of Purchase is used for more than **ONE (1)** time.
  3. TMG Rewards Participant may send more than **ONE (1)** valid entry. Each **ONE (1)** Proof of Purchase with a minimum purchase of RM80.00 and above in a single receipt made using **MyDebit Card** or **DuitNow QR** is eligible as **TWO (2)** valid contest entries. Each Proof of Purchase can only be used once. Participants’ entries will be disqualified if the same Proof of Purchase is used for more than **ONE (1)** time.
  4. Participant stands a chance to win a maximum of **ONE (1) monthly prize** (Contest Part 1) and **ONE (1) grand prize** (Contest Part 2) throughout the Contest Period.
    - a) **Contest Part 1: Monthly Draw**  
Contest Period: 1<sup>st</sup> December 2024 to 28 February 2025.
    - b) **Contest Part 2: Grand Prize Draw**  
Contest Period: 1<sup>st</sup> December 2024 to 16<sup>th</sup> March 2025.
  5. The Winners must claim their prizes on the specific date provided by the Organiser or within **SIX (6)** weeks after being notified by the Organiser (via e-mail or any other communication channels), unless advised otherwise. In the event the Winner(s) fails to claim their prizes, the Organiser reserves the right to forfeit the prizes and award the prizes to another Winner. The Winner must present a valid identification document.

### **Winner's Selection**

1. Shortlisted winners will be selected after the end of each Monthly Contest Period. Eligible Participants will be shortlisted by the automated selection system based on the number of eligible entries during each Monthly Period **["Shortlisted Winners"]**. The method/ system to be used for the shortlisting process is based on the Organiser's sole discretion.
2. All Shortlisted Winners will be informed via e-mail and/or WhatsApp (WA) based on the contact information supplied during their submission process. In the event that the Shortlisted Winner(s) cannot be contacted (via e-mail or any other communication channels) or fails to answer the question correctly during the submission process, the Organiser reserves the right to select the next selected Shortlisted Winners that managed to answer the question accurately and has a completed entry as the Winner.
3. All decisions made by the Organiser 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 Organiser's sole discretion.
4. The Winners will be announced/ published on TMG Mart Facebook Page, within **FOUR (4)** weeks after the end of the Monthly Contest Period.

### **Contest Prizes & Redemption**

#### **Contest Part 1: Monthly Draw**

<b>Type</b>	<b>Monthly Prizes</b>	<b>Total Contest Winners</b>
November 2024 Prizes	TMG Reward Voucher worth of value RM138	138
December 2024 Prizes	TMG Reward Voucher worth of value RM138	138
January 2025 Prizes	TMG Reward Voucher worth of value RM138	138

#### **Contest Part 2: Grand Prize Draw**

<b>Type</b>	<b>Grand Prizes</b>	<b>Total Contest Winners</b>
Grand Prize	1 Year Shopping Voucher	1
First Prizes	Motorbike Honda Vario 125	6
Second Prizes	999 Gold Bar 2gm	8
Third Prizes	TMG Reward Voucher worth of value RM300	238
Forth Prizes	TMG Reward Voucher worth of value RM200	338
Fifth Prizes	TMG Reward Voucher worth of value RM100	638

- A total of One Thousand Six Hundred and Seventy (1670) Prizes to be won.
1. 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.
  2. The prizes are subjected to the terms and conditions set by the vendor (if applicable). To the extent permitted by law, the Organiser and its agents are not responsible for all liabilities arising from any defer cancellation, delay or changes

to the prizes details or any unforeseen circumstances beyond the reasonable control of the Organiser and for any act or default by any vendor or third party supplier.

3. The Organiser reserves the right to postpone the date and change the place for prizes redemption that has been determined to a later date in the event of any unforeseen circumstances.
4. Unless stated otherwise, the prizes shall be redeemed/ collected in person at the Organiser's office at B60- B80, Wisma TMG, Jalan Air Putih, 25300 Kuantan, Pahang no later than **SIX (6)** weeks after the Winners announcement has been made or within the time stipulated notified by the Organiser.
5. In the event the Organiser has a prize-giving ceremony, the Winner is required to attend at his/her own cost and expense to collect the prize. In the even the Winner is not able to attend the prize-giving ceremony, the Winner must nominate a representative to be present at the prize-giving ceremony to accept the prize on his/ her behalf, and otherwise the Organiser shall re-select other Winner at its sole discretion.
6. The eligible Participant(s) and/ or Winner(s) are fully responsible for any injuries, damages or claims as a result of or arising from their participation in the Contest, usage of their prize and/ or collection of their prize.
7. 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.
8. The Organizer shall not be liable for any losses or damages which occur during the prize redemption process and/or prize-giving ceremony except it is caused by gross negligence or omission of the Organizer.
9. The prizes redemption will be subject to the availability of the Prizes in which the Organiser will notify the Winner from time to time.
10. All decisions made by the Organiser in connection with the Contest including but not limited to the selection of the Winner and the prizes are final, conclusive and binding. Any correspondences, inquiries, appeal or objection from the Participant shall not be entertained.
11. The Selected Winners will be contacted by the Organiser based on the contact information supplied during their entry submission process.
12. The Prizes cannot be exchanged for cash, credit, other items, or voucher in part or in full (if any). The Organiser reserves the right to substitute the advertised prizes with a prize of the same value. To the extent permitted by law, the Organiser, its agencies, its affiliates, sponsors and representatives shall not be liable for any damaged relating to the prizes or misuse of the prizes, or claims, liabilities, losses or damages arising out of or in connection with this Contest.
13. The Winners are 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.
14. All prizes are non-transferable.
15. Winners must claim their prizes from the Organiser or within the time specified notified by the Organiser (via e-mail 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 Organiser reserves the right to forfeit the prizes and award the prizes to another Winner at its absolute discretion. The Winner must present a valid identification document and Proof of Purchase (original) to redeem/ receive their prizes.

16. The Winner that requires a representative to claim their prizes on their behalf must ensure that their representative provides a letter of authorization issued by the Winner along with a copy of the Winner and the representative's valid identification document.
17. The Organiser would like to alert the Participant to take reasonable precautions when receiving any phone calls or messages requesting for personal information(s) during and/or after the Contest. The Organiser would also like to advise our valued Participant to call the Organiser for verification regarding the Contest.

#### **Rights of the Organiser**

1. By participating in this Contest, the Participants give their consent to the Organiser to publish and use their names, and images 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.
2. If for any reason this Contest is unable to proceed as planned for (and not limited) reasons such as computer virus, hacking, unauthorised intervention, fraud, technical failure, any acts of government not limited to movement control order or any other reason beyond the Organiser control, the Organiser reserves the right, in its sole discretion, to terminate, postpone, modify, or suspend this Contest with prior notice.
3. The Organiser at its sole discretion may remove and/ or disqualify any Participant and/or entries if found (at the Organiser'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.
4. The Organiser reserves the right to amend the Contest Terms and Conditions with notice.
5. In addition to these Terms and Conditions, any other order or rules of the Contest as stated at the website (<https://www.tunasmanja.com/contests>) or otherwise, shall also bind all participants in their participation in this Contest.
6. 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.tunasmanja.com/contests>) shall prevail.
7. If there is a conflict between these Terms and Conditions with the Malay and English version of the Terms and Conditions, the English version of the Terms and Conditions shall prevail.
8. By participating in the Contest, the Participants give their consents to the Organiser or any third party appointed by the Organiser to process the Participant's personal data for the purpose of this Contest.
9. 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 Organiser, its affiliates or authorised agents shall accept no responsibility whatsoever for those costs/ charges/ fees/ expenses.
10. To the extent permitted by law, the Organiser, 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**

1. Participant and Winner shall assume full liability and responsibility for any liability incurred as a result of their negligence or wilful default due to their participation in this Contest and/or redemption and/or use of the prizes, and agree to release the Organiser and its agencies from any claim whatsoever for any injury, accident, loss of life nor loss of economy and others.
2. To the fullest extent permitted by law, in no event the Organiser or any of its officer, employee, representative and/ or agent (including, any third party agencies that deals with the Organiser 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 damage of any party including third parties) howsoever arising whether in contract, tort, negligence or otherwise in connection with this Contest, although the Organiser has been advised of the possibility of such damages in advance, and all such damages are expressly excluded.
3. The Organiser would like to alert the Participant to take reasonable precautions when receiving any phone calls or messages requesting for your personal information(s) during and/or after the Contest. The Organiser would also like to advise our valued participants to contact the Organiser for verification regarding to the Contest.
4. By participating in this Contest, the Participant agrees to comply with all the decisions made by the Organiser and agrees unconditionally to the Terms & Conditions of this Contest and all decisions made by the Organiser.
5. These Terms and Conditions are governed by Malaysian laws and under the jurisdiction of the courts of Malaysia.

## **Privacy Notice**

1. By participating in the Contest, the Participant give their consent to and authorize the Organiser to collect, store, use, process their names, masked Identification Numbers(IC) and other personal 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 Organiser's website for advertising and publicity purposes.
2. By participating in the Contest, the Participant agrees and authorise their banks to share and disclose their Personal Data to the Organiser for the purpose to run this Contest including and not limited to the selection of Winner (if any).
3. By participating in the Contest, the Participant also give their consent and authorise the Organiser using a third-party service including but not limited to any financial institution to process the Participant's Personal Data and entries. All such third parties are contractually obliged, not to use the Participant's Personal Data in any other than way that stated herein.
4. Under the laws of Malaysia, the rights of Participant include:
  - a. The rights to withdraw consent for the use of Personal Data at any time by contacting the Organiser at the contact details mentioned below by providing the Organiser 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 Organiser hold; and
  - c. The rights to correct inaccurate Personal Data.
5. The Participant's personal data may be transferred to a place outside Malaysia, with approval from relevant ministry if required. The Organiser will take reasonable precautions to keep Participant's Personal Data secure, and requires third party processors to do the same. However, the Organiser may disclose the Participant's Personal Data if required by law, search warrant, subpoena or court order.

6. Any matter to the Personal Data relating to this Contest shall be governed by and dealt within the Personal Data Protection Act 2010 and any other relevant laws in Malaysia.

**[END]**