

## **TERMS AND CONDITIONS**

### **Organiser & Qualifications**

1. **“WAVE & WIN MyDebit Je with your ATM Card!” [“Contest”]** is jointly organized by Project Lebuhraya Usahasama Berhad (PLUS) (Company No.: 201101026564 (954700-A) and Payments Network Malaysia Sdn Bhd (Company No.: 200801035403 (836743-D)) **[PayNet]** [collectively referred to as **“The Organiser”**].
2. The Contest is open to (a) all MyDebit Automated Teller Machine **[“ATM”]** card members issued by a financial institution in Malaysia; (b) the individual must be a permanent resident in Malaysia or a Malaysian citizen who has a valid identification document during the Contest Period **[“Participant”]**; (c) the Participant must be 18 years old and above and have a valid account with any financial institution in Malaysia; (d) the account must not be dormant and must be active with a good financial standing during the Contest Period as well as up to the redemption of prizes.
3. 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 spouse]; 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, spouse].

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

4. This Contest will commence from **1 December 2022 at 12.00AM to 28 February 2023 at 11:59 PM** (Malaysian Time) **[“Contest Period”]**.
5. A minimum purchase of **RM5.00** and above (except for prepaid Top Up and bill payment) at participating PLUS R&R merchant outlets using MyDebit ATM Card (**via contactless transaction**) as the payment method, within the stipulated Contest Period (with a clear printed transaction receipt) will be eligible for a maximum of 1 (ONE) entry per receipt **[“Proof of Purchase”]**.
6. The Participant may send more than ONE (1) entry. Each transaction slip can only be used once. Participants' entries will be disqualified if the same transaction slip is used for more than ONE (1) entry.
7. The Proof of Purchase must be submitted within the Contest Period via any of the methods stated in Clause 10 (How to Participate).
8. Any entries received beyond the Contest Period will be rejected and deemed invalid.

9. Contest Prizes [**“Contest Prizes”**]:

- a) Grand Prize – 1 x Yamaha Ego Avantiz Motorcycle and 50,000 PLUSMiles Points
- b) 1<sup>st</sup> Prize – 3 x Microsoft Surface 4 Laptop 13" and 30,000 PLUSMiles Points
- c) 2<sup>nd</sup> Prize – 5 x Samsung Galaxy S22 128GB and 20,000 PLUSMiles Points
- d) Consolation Prize – 40 x Petron Miles Points worth RM 800 each
- e) Monthly Prizes – 10 x Petron Miles Points worth RM 200 each

10. The Organiser reserves the right to change or, extend the Contest Period at its sole and absolute discretion with prior notice.

### **How to Participate**

11. Each entry must be accompanied by a Proof of Purchase made during the Contest Period and must be submitted in any of the following ways.

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

- Submit your entry via WhatsApp application to +**6012-535 5966** in the following format:

**MyDebit <space> Full Name <space> NRIC Number**

- The Participant will receive a reply message with a URL link to the Contest website for participation via WhatsApp within 48 hours (during working days). The Participant is required to do the following once it is on the Contest website:
  - i. Register/login on the Contest website;
  - ii. Take a photo of the Proof of Purchase;
  - iii. Answer the Contest question and upload the Proof of Purchase;
  - iv. RETAIN: Proof of Purchase (Original).
- The Participant will receive a reply within 48 hours (on working days) after submission.
- Each valid and complete entry must contain the following information:
  - i. Participant's particulars (as per identification card);
  - ii. Clear image of the Proof of Purchase.
- By submitting entries in this Contest, the Participant is deemed to have read and agreed to the privacy notice set forth in this Terms and Conditions.

- **How to Participate (2): via Scanning of QR Code**

- Scan the QR code and follow the browser instruction link to the Contest website:
  - i. Register/login on the Contest website;
  - ii. Take a photo of the Proof of Purchase;
  - iii. Answer the Contest question and upload the Proof of Purchase;

- iv. RETAIN: Proof of Purchase (Original).
  - o The Participant will receive an acknowledgement message within 48 hours (on working days) of submission.
  - o Each valid and complete entry must contain the following information:
    - i. Participant's particulars (as per identification card);
    - ii. Clear image of the Proof of Purchase.
12. Each Participant (if selected as a Winner) is only eligible to win ONE (1) Prize during the Contest Period.
13. Prizes are not exchangeable for cash. The Organiser can replace the prizes with other prizes of the same value at its sole and absolute discretion. To the extent permitted by law, the Organiser, 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. The Participant is required to provide a valid identification document (Malaysian identification card or passport) during or prior to prize redemption for the winner verification process. Proof of Purchase which is faded or damaged will be deemed invalid and will be disqualified.
15. The Winner(s) will be selected based on the following process:
- o At the end of the Contest Period, eligible Participants will be shortlisted at random by an automated selection system based on the total number of valid entries /submissions during the entire Contest Period [**"Selected Participant"**].
  - o After the end of Contest Period, the Selected Participant will be contacted by the Organizer and in the event that the Selected Participant cannot be contacted after three (3) attempts for three (3) consecutive days (during working hours, Monday to Friday), the Organizer reserves the right to disqualify the Selected Participant's eligibility and shall select the next qualified Participant as the Winner, of which shall be selected at the Organizer's absolute discretion.

#### Contest Prizes

| Type                  | Prize   | Number of Winners |
|-----------------------|---|-------------------|
| Grand Prize           | Yamaha Ego Avantiz (Exclusive registration fee, road tax and insurance) and 50,000 PLUSMiles Points | 1                 |
| 1 <sup>st</sup> Prize | Microsoft Surface 4 Laptop 13" and 30,000 PLUSMiles points  | 3                 |
| 2 <sup>nd</sup> Prize | Samsung Galaxy S22 128GB and 20,000 PLUSMiles points  | 5                 |
| Consolation Prizes    | Petron Miles Points worth RM 800 each   | 40                |
| Monthly Prizes        | Petron Miles Points worth RM 200 each   | 30                |

- A total of SEVENTY-NINE (79) Contest Prizes to be won.
  - Additional PLUSMiles Points Prizes: Winners from the Grand, First and Second categories who are also PLUSMiles Members with a valid PLUSMiles account will win additional PLUSMiles Points Prizes. The additional PLUSMiles Points will be credited to the Eligible Customer's PLUSMiles account within a reasonable period thereafter, which in no case shall exceed fifteen (15) working days from the last day of the Campaign Week. Working Day for the purposes of these terms and conditions refers to any day that is not a Saturday, Sunday or public holiday or bank holiday in Kuala Lumpur and Selangor Darul Ehsan.
  - In the event that the Weekly Winner is selected to win the Campaign Prize and is not a PLUSMiles Member, the Promoter will contact the Eligible Customer via email to request that the Customer register for PLUSMiles before receiving the Additional PLUSMiles Points Prizes. If an Eligible Customer does not register for PLUSMiles within the time specified in the request, the Eligible Customer will not be eligible to receive the additional PLUSMiles Points prizes.
  - Images of prizes shown in any promotional collaterals, advertisements, publications/websites and other materials relating to this Contest are for illustrative purposes only and may not depict the actual prizes.
16. Prizes are subject 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, losses and damages 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.
17. The Organizer reserves the right to postpone the date and change the place/venue for prize redemption that has been determined to a later date or another place/venue in the event of any unforeseen circumstances.
18. 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, fees or charges imposed in respect of the prize collection are solely borne by the Winner.
19. The prizes fulfillment will be subjected to the availability of these prizes. The Organizer will notify the Winner from time to time.
20. All decisions made by the Organizer in connection with the Contest including but not limited to the selection of Winners and the Contest prizes are final, conclusive and binding. Any correspondences, inquiries, appeal or objection from the Participant shall not be entertained.

21. The Selected Participant will be contacted by the Organizer based on the contact information supplied during their submission process.
22. Winner(s) must claim their prizes on the specific date provided by the Organizer or within **TWO (2) months** after being notified by the Organizer (via SMS or any other communication channels). In the event the Winner(s) (for Daily Prizes/Weekly Prizes/Grand Prize) fails to claim their prizes, the Organizer reserves the right to forfeit the prizes and award the prizes to another Winner.
23. Winner(s) that requires a representative to claim their prize on their behalf must notify the Organizer at least TWO (2) days in advance from the specific collection date provided by the Organizer. Winner(s) must ensure that their representative provides a letter of authorization issued and signed by the Winner, as well as a copy of the Winner's valid identification document, and the representative's valid identification document.

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

25. By participating in this Contest, the Participant gives their consent to the Organizer to publish and use their names, and images submitted by the Participant/Winner (if any) for advertising, marketing, publicity and/or any other purpose in any medium, 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.
26. 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 act of government not limited to movement control order or any other reason beyond control, the Organizer reserves the right, in its sole discretion, to revoke, terminate, modify, or suspend this Contest.
27. 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.
28. The Organizer reserves the right to amend the Contest Terms and Conditions at any time at its sole and absolute discretion.
29. In addition to these Terms and Conditions, any other order or rules of the Contest as stated at the website <https://ketchupps.com/contest/PLUS> or otherwise, shall also bind all Participants and their participation in this Contest.
30. In the event of any inconsistency between these Terms and Conditions and any terms contained in any promotional materials for this Contest, the terms and conditions contained at

<https://ketchupps.com/contest/PLUS> shall prevail. In the event there is inconsistency with the Malay language version, the English language version of these Terms and Conditions shall prevail.

31. By participating in the Contest, the Participant give their consent to the Organizer or any third party appointed by the Organizer to process the Participant's personal data for the purposes of this Contest.
32. Unless stated otherwise, all transportation cost, internet charges, personal costs and/or all other costs, fees and/or any and all 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 Winner. The Organizer, its affiliates or authorized agents or representatives shall accept no liability or responsibility whatsoever for those costs/charges/fees/expenses incurred by the Participant in connection with this Contest.
33. To the extent permitted by law, the Organizer, its affiliates and/or authorized third parties shall accept no liability or responsibility for entries lost, damaged, delayed due to computer, IT or any technical error.

#### **Liability and Responsibility**

34. The Participant and Winner(s) shall assume full liability and responsibility 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.
35. 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.
36. 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.
37. The Organizer 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 Organizer would also like to advise our valued participants to contact the Organizer for verification regarding to the Contest.

## Privacy Notice

38. By participating in this Contest, the Participant give their consent to and authorization to their respective bank to disclose to the Organizer , and authorize the Organizer 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 the Organizer's website for advertising and publicity purposes.
39. By participating in the Contest, the Participant also give their consent and authorize the Organiser using a third-party service including but not limited to any MyDebit 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.
40. 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 Organiser via its website 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.
42. Participant may refer to the Organiser's website Terms and Conditions at <https://ketchupps.com/contest/PLUS> regarding any info pertaining to data protection or legal rights.
43. 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.
44. 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]**