# CELEBRATE RAYA WITH SOGO & DUITNOW QR 20 MARCH – 19 MAY 2024

### **TERMS AND CONDITIONS**

#### A. ORGANISER

 This Promotion is organised by SOGO (K.L) DEPARTMENT STORE SDN BHD (Company No.: 195271-D) ("The Organiser") in collaboration with PAYMENTS NETWORK MALAYSIA SDN. BHD. (Company No.: 200801035403(836743-D)) ("Voucher Sponsor").

#### B. PROMOTION PERIOD

- 1. **"Celebrate Raya With SOGO & DuitNow QR** ("the Promotion") will run from 0:00:00am on **20**<sup>th</sup> **March 2024** to 23:59:59 pm on **19 May 2024** ("Promotion Period').
- 2. All redemption must be made on the same day of purchased. Any redemption received after the purchase date shall not be entertained.
- 3. The Organiser reserves the right, at its absolute discretion, to vary, postpone, re-schedule and/or extend the Redemption Period and/or cancel/terminate the Promotion at any time without prior notice.

# C. REDEMPTION ELIGIBILITY

- 1. This Promotion is open to the user of DuitNow QR issued by participating financial institutions in Malaysia ("the Customers").
- 2. Only Customers who are Malaysian citizens and 18 years of age and above and have valid identification document (example: identity card) are eligible to participate in the Promotion.
- 3. The Customers must also have an account with any of financial institutions in Malaysia which are valid, non-dormant and in good financial standing, during the Promotion Period up until redemption of the Vouchers.
- 4. The Customers shall comply with the eligibility requirement above in order to be an eligible Customers.
- 5. Directors, officers, representatives, employees and their immediate family members (including parents, spouse, and children) of the Organiser and Voucher Sponsor are not eligible to participate in the Promotion.

# D. QUALIFYING CRITERIA

- 1. Shop at any Organiser outlets with a minimum purchase of RM100 using DuitNow QR transaction in a single receipt (for SOGO) only to be entitled to redeem RM10 voucher (eg 1 Transaction: 1 Redemption of RM10 voucher).
- 3. Customers can redeem the vouchers at Customer Service Centre at a) SOGO Kuala Lumpur, 7th Floor; b) SOGO Central i-City, Shah Alam, Level 3 and c) SOGO The Mall, Mid Valley SouthKey, Johor Bahru, or at any other location as solely determined by the Organiser with or without notice.
- 4. Redemption of the vouchers shall be made on the date of purchase. Late redemption will not be eligible. No appeals will be entertained.
- 5. Cancelled purchase or refunded purchase is not valid to redeem the voucher at the Organiser absolute discretion.

# E. THE VOUCHER REDEMPTION

- 1. Voucher shall be subject to the terms and conditions as stipulated here. To the fullest extent permitted by law, the Organiser/Voucher Sponsor and their agents shall not be responsible for any and all liabilities arising from any postponement, cancellation, delay or changes to the Promotion or any other unforeseen circumstances beyond the Organiser's reasonable control and for any act or default of any third party suppliers or vendors.
- 2. Customers are required to redeem their Voucher within the stipulated period determined by the Organiser.
- 3. The Organiser shall not be liable for any loss or damage that occurs to the Voucher before the redemption process. Any additional other costs (i.e. travel expenses & applicable taxes) involved to redeem voucher are to be borne by the Customers.
- 4. Visual(s) of the Voucher shown in any advertisement, promotional publicity and other materials relating to this Promotion are solely for illustration purposes only.

# F. GENERAL TERMS

- 1. By participating in this Promotion, the Customers agree to release the Organiser and Voucher Sponsor from any liability, losses, damages rights, and any kind of claims and actions resulting from the acceptance, possession, use or misuse of the Voucher, or the Promotion related matters without limitation to injury, death, and property damage.
- 2. To the fullest extent permitted by applicable laws, the Organiser/Voucher Sponsor offers no warranty or representation whatsoever, express, implied or statutory, in relation to the Promotion, but without limitation, the merchantable quality and fitness for purposes in respect of the Vouchers. For the avoidance of doubt, the Organiser is the sole party responsible for the

Vouchers, organizing and implementation of the Promotion. Any queries relating to the Promotion should be made directly to the Organiser.

- 3. The Organiser shall be entitled to amend, vary, delete or add to any of these Promotion Terms and Conditions and/or substitute or replace the Voucher offered in this Promotion with a similar valued prize and/or to modify, cancel, terminate or suspend the Promotion at any time without prior notice. No compensation in cash or any kind shall be given for any losses or damages suffered or incurred by the Customers as a result of the above. The Customers are advice to periodically check for updates of this Promotion's Terms and Conditions at the Organiser's or the participating banks' websites.
- 4. The Organiser will not accept any responsibility for late or lost voucher prior to the redemption due to negligence and/or other technical issues. Proof of redemption is not proof of receipt.
- 5. No responsibility is accepted for ineligible redemption or redemption made fraudulently.
- 6. The Organiser retains the rights to forfeit the Voucher if any breach of the Terms and Conditions is found.
- 7. The Organiser reserves the right to disqualify any counterfeit redemption, or redemption suspected of being counterfeit at any time.
- 8. The Organiser reserves the right to cancel this Promotion at any stage, if deemed necessary including any acts of government not limited to movement control order, and/or if any circumstance beyond its control arises
- 9. Customers may be required to have a photography and videography session. The Organiser reserves the rights to use these assets for promotional purposes.
- 10. The Organiser's decision is final. Complaints and enquiries will not be entertained.
- 11. All decisions made in relation to the Promotion made by the Organiser shall be final, conclusive and binding.
- 12. In the event of any inconsistency between these Terms and Conditions and any terms contained in any promotional materials for this Promotion, these Terms and Conditions shall prevail.
- 13. In the event of a conflict in the interpretation of this Terms and Conditions and any translation of it in any language, the English version of this Terms and Conditions shall prevail.
- 14. The terms and conditions shall be governed and construed in accordance with laws of Malaysia and the exclusive jurisdiction of courts of Malaysia.

#### G. PRIVACY NOTICE

- 1. By Participating in the Promotion, the Customers give their consent to and authorize the Organiser/Voucher Sponsor to collect, store, use, process their names, masked Identification Card numbers (IC) and other particulars ("Personal Data") for the purpose of running the Promotion, including but not limited to announce and publish Personal Data and/or photos of the Customers at the Organiser's website for advertising and publicity purposes.
- 2. The Organiser may use a third party service including but not limited to Voucher Sponsor/ participating financial institutions to process the Customers' Personal Data. All such third parties are contractually obliged, not to use the Customers' Personal Data in any other than way that stated herein.
- 3. By participating to this Promotion, the Customers hereby agree for their respective banks to share and disclose their Personal Data to the Organiser/Voucher Sponsor for the purpose related to the Promotion.
- 4. Under the laws of Malaysia, the rights of the Customers includes:
  - 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 Customers' 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. If the Customers wish to raise any Personal Data issue with the Organiser, or exercise any of their legal rights, please contact www.sogo.com.my or call 1300 88 7646.
- 6. The Organiser will take reasonable precautions to keep the Customers' Personal Data secure, and requires third party processors to do the same. However, the Organiser may disclose the Customers' Personal Data if required by law, search warrant, subpoena or court order.
- 7. All Personal Data relating to the Promotion shall be governed and dealt in accordance with the Personal Data Protection Act 2010 and all other relevant laws in Malaysia.

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