

## TERMS AND CONDITIONS

### Organiser & Qualifications

1. **"WAVE & WIN MyDebit Je with your ATM Card!" ["Contest"]** is jointly organized by MYNEWS RETAIL SDN BHD (306295-X) and Payments Network Malaysia Sdn Bhd (Company No.:200801035403(836743-D)) **[PayNet]** [collectively referred to as **"The Organiser"**].
2. The Contest is open to all MyDebit Automated Teller Machine **["ATM"]** card members issued by financial institution in Malaysia and must be a permanent resident in Malaysia or a Malaysian citizen who has a valid identification document during the Contest Period **["Participant"]**.
3. The Participant must be 18 years old and above and also have a valid account with any of financial institution in Malaysia and the account must be active with a good financial standing during the Contest Period until 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

5. This Contest will commence from **1<sup>st</sup> August 2020 to 31<sup>st</sup> October 2020** at 11:59 PM (Malaysian Time) **["Contest Period"]**.
6. Any entries received beyond the Contest Period will be rejected and deemed invalid.
7. Entries received outside each Daily and Weekly Contest Period will be deemed as invalid and will be disqualified. For example: transaction slip dated 1<sup>st</sup> August 2020 (Week 1 of the Daily and Weekly Contest Period) must be submitted on or before 9<sup>th</sup> August 2020. The said transaction slip is not eligible for the following week of the Daily and Weekly Contest Period **["Daily and Weekly Contest Period"]**.
8. Prizes' schedule **["Daily and Weekly Contest Period"]**:
  - i. **Week 1: 1 August – 9 August 2020; (3 weekly + 9 daily prize winners selection)**
  - ii. **Week 2: 10 August – 16 August 2020; (3 weekly + 7 daily prize winners selection)**
  - iii. **Week 3: 17 August – 23 August 2020; (3 weekly + 7 daily prize winners selection)**

- iv. **Week 4: 24 August – 30 August 2020; (3 weekly + 7 daily prize winners selection)**
- v. **Week 5: 31 August – 6 September 2020; (3 weekly + 7 daily prize winners selection)**
- vi. **Week 6: 7 September – 13 September 2020; (3 weekly + 7 daily prize winners selection)**
- vii. **Week 7: 14 September – 20 September 2020; (3 weekly + 7 daily prize winners selection)**
- viii. **Week 8: 21 September – 27 September 2020; (3 weekly + 7 daily prize winners selection)**
- ix. **Week 9: 28 September – 4 October 2020; (3 weekly + 7 daily prize winners selection)**
- x. **Week 10: 5 October – 11 October 2020; (3 weekly + 7 daily prize winners selection)**
- xi. **Week 11: 12 October – 18 October 2020; (3 weekly + 7 daily prize winners selection)**
- xii. **Week 12: 19 October – 25 October 2020; (3 weekly + 7 daily prize winners selection)**
- xiii. **Week 13: 26 October – 31 October 2020; (3 weekly + 6 daily prize winners selection)**

9. The Organiser reserves the right to change, extend or terminate the Contest Period at its sole and absolute discretion without any prior notice.
10. A minimum purchase of RM10 and above (except for prepaid Top Up and bill payment) in all myNEWS outlets using MyDebit ATM Card (via contactless transaction) as the payment method, within the stipulated Contest Period (with a clearly printed MyDebit receipt) will be eligible to participate and be considered as a valid entry in this Contest [**“Proof of Purchase”**].
11. All payment must be made using MyDebit ATM card (**via contactless transaction**) to be considered as eligible entry and submit the Proof of Purchase via any of the How to Participate methods stated in Clause 12 which to be made within the Daily and Weekly Contest Period.

### **How to Participate**

12. Each entry must be accompanied by a Proof of Purchase made during the Contest Period at any myNEWS outlets that must be submitted in any of the following ways.

#### **12.1 How to Participate (1): via WhatsApp**

- o Each valid and complete entry must contain the following information:
  - i. Take a photo of the Proof of Purchase and retain the Proof of Purchase;
  - ii. Send a photo of your Proof of Purchase along with your participation via smartphone using WhatsApp app to **016 357 9878**;
  - iii. Participant will receive a reply message (Contest question, privacy notice) via the WhatsApp app within 48 hours (on weekdays);
  - iv. Participant should reply to the message by agreeing to the privacy notice and provide the correct answer to **016 357 9878**;
  - v. Every valid purchase worth RM10 and above (in a single transaction slip) will be assigned **ONE (1)** random serial number. (Note: each accumulated value of RM10 = 1 entry, RM20 = 2

entries, RM30 = 3 entries and so forth) (Note: serial number is for the Organiser reference/view only and will not be disclosed to the Participant).

**12.2 How to Participate (2): via Whoop app (downloadable via Play Store for Android/App Store for iOS)**

- i. Sign up for Whoop! App (registration for the first time only);
- ii. Click on the myNEWS “**WAVE & WIN MyDebit Je with your ATM Card!**” banner;
- iii. Take a photo of the Proof of Purchase and keep the Proof of Purchase;
- iv. Correctly answer the Contest question and provide the required information;
- v. Participant will receive an immediate acknowledgement upon submission;
- vi. By submitting entries via Whoop! app, the Participant is deemed to have read and agreed to the privacy notice set forth in this Terms and Conditions;
- vii. Every valid purchase worth RM10 and above (in a single transaction slip) will be assigned **ONE (1)** random serial number. (Note: each accumulated value of RM10 = 1 entry, RM20 = 2 entries, RM30 = 3 entries and so forth) (Note: serial number is for the Organiser reference/view only and will not be disclosed with the Participant).

13. Each ONE (1) Proof of Purchase can only be used once.

14. The Participant entries will be disqualified if the same Proof of Purchase is used for more than ONE (1) time.

**Winners' selection**

15. Winners will be selected based on the following:

- a) Daily/Weekly Prizes Winners Selection: At the end of each Daily and Weekly Contest Period, the eligible Participant will be shortlisted by the automated selection system based on the number of entries eligible for that particular Daily and Weekly Contest Period (for example Week 1 entries will be randomly selected among the Week 1 eligible entries for Week 1 winners) [**“Selected Participant (DW)”**].
- b) Grand Prize Winner(s) selection: At the end of the Contest Period, eligible Participant 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 (GP)”**].

16. For the avoidance of any doubts, only Contest entry submitted within the particular Daily and Weekly Contest Period will be eligible to be in the running for Prizes for that particular period. For example, Proof of Purchase dated 1<sup>st</sup> August 2020 will only be eligible for submission during the Week 1 and only be eligible to win Prizes for that period. That Proof of Purchase is not valid for another period.

Subsequent selection of winners for the following Daily/Weekly Contest Period will only made among the entries during that particular week only.

17. Participant may submit more than ONE (1) entry but each entry must be completed as per the Clause 12.
18. Each Participant is only eligible to win ONE (1) Daily or Weekly Prizes and/or Grand Prize during the entire Contest Period, irrespective of the number of entries received by the Organiser.
19. In the event that the Selected Participant(DW)/ Selected Participant(GP) cannot be contacted, or fails to answer all the questions correctly or does not include the full entries, the Organiser reserves the right to draw the next random draw and declare the next Selected Participant(DW)/Selected Participant(GP) that had answered all the questions accurately and had a completed entry as the next winner.
20. 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 eligibility requirements and the criteria for participation specified at the Organiser's sole discretion.

#### **Prizes & Redemption**

21. The Prizes provided for this Contest are as follows:

| <b>Types</b>  | <b>Prizes</b>                                                         | <b>Total Winners</b> |
|---------------|-----------------------------------------------------------------------|----------------------|
| Grand Prize   | Yamaha NVX 2020 (excluding insurance, registration fees and road tax) | 2                    |
| Weekly Prizes | Branded Tablet worth RM1499 each                                      | 39                   |
| Daily Prizes  | myNEWS voucher worth RM250 each                                       | 92                   |

22. For Weekly and Daily Prize winners: In the event that the Selected Participant (DW) cannot be contacted after THREE consecutive attempts for three consecutive days (weekdays, working hours, Mon – Fri) after the end of each Daily and Weekly Contest Period, the Organiser reserves the rights to contact the next Selected Participant (DW) from the randomised draw and declare that Selected Participant (DW) as a winner by going through the similar process.
23. For Grand Prize winner: In the event that the Selected Participant (GP) cannot be contacted after THREE consecutive attempts for three consecutive days (weekdays, working hours, Mon – Fri) after the end of Contest Period, the Organiser reserves the rights to contact the next Selected Participant (GP)

from the randomised draw and declare that Selected Participant (GP) as a winner by going through the similar process.

24. A total of one hundred thirty-three (133) Prizes to be won.
25. Images of 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.
26. Participant is required to submit a valid identification document (Malaysian identification card or passport) during or before redeeming the Prizes for the Participant/winner's verification purposes. Proof of Purchase which is unreadable/faded/damaged will be deemed invalid, ineligible and will be disqualified from this Contest.
27. Prizes are subjected to the terms and conditions set by the automobile company or third-party prize supplier (if applicable). In the fullest extent permitted by law, the Organiser and its agents shall not be liable for any loss, damages arising from any delay, cancellation, delay or alteration to the particulars of the Prizes or any unforeseen circumstances beyond reasonable control faced by the Organiser and for any acts or omissions by any third party vendors and suppliers.
28. The Organiser shall not be liable for any losses or damages which occur during the Prizes redemption process.
29. Any other additional costs (for example: travel expenses) involved to redeem or to collect the prize(s) shall be fully borne by the winner.
30. Prizes must be registered under the winners' name and it is not transferable. For the Grand Prize (Yamaha NVX 2020), the prize can be claimed at a nearby Yamaha branch (details will be provided to the Contest winners).
31. 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.
32. 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.
33. The Prizes fulfillment will be subjected to the availability of these Prizes which will be notified to winner from time to time.

34. All decisions made by the Organiser in connection with the Contest including but not limited to the selection of winners and the Prizes are final, conclusive and binding. Any correspondences, inquiries, appeal or objection from the Participant shall not be entertained.
35. The Selected Participant(DW)/Selected Participant(GP) will be contacted by the Organiser based on the contact information supplied during their submission process.
36. Winner must claim their Prizes on the specific date provided by the Organiser after being notified by the Organiser (via WhatsApp or any other communication channels). In the event the winner fails to claim their 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. Winner must present a valid identification document to redeem/receive their Prizes. All Prizes for the Contest will be given after the end of Contest Period.
37. Winners that require a representative to claim their Prizes on their behalf must ensure that their representative provide a letter of authorization issued by the winner together with a copy of the winner and the representative's valid identification documents.
38. Prizes cannot be exchanged for cash.
39. The Organiser reserves the right to substitute the advertised Prizes for the same value without prior notice at its sole and absolute discretion. The Organiser, its agencies, its affiliates, sponsors and representatives shall not be liable for any damaged Prizes or misuse of any Prizes, or claims, liabilities, losses or damages arising out of or in connection with this Contest.

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

40. By participating in this Contest, the Participant give their consent to the Organiser 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.
41. 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 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 revoke, terminate, modify, or suspend this Contest.

42. The Organiser at its sole discretion may remove and/or disqualify any Participant and/or entries if found or suspected of cheating/hacking/tampering/manipulating with the Contest submission process, the operation of this Contest or in violation of any Terms and Conditions of the Contest.
43. The Organiser reserves the right to amend the Contest's Terms and Conditions at any time at its sole and absolute discretion without prior notice. If any amendments to this Contest's Terms and Conditions are unacceptable to the Participant, they are deemed to withdraw from participating to this Contest.
44. In addition to these Terms and Conditions, any other order or rules of the Contest as stated at [www.mynews.com.my](http://www.mynews.com.my) or otherwise, shall also bind all Participant and their participation in this Contest.
45. 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 [www.mynews.com.my](http://www.mynews.com.my) shall prevail. If there is a conflict between these Terms and Conditions with the Malay version, the English version will prevail.
46. By participating in the Contest, the Participant give their consents to the Organiser or any third party appointed by the Organiser to process the Participant's personal data for the purposes of this Contest.
47. The Organiser, its affiliates, its agents or representatives shall not be liable for any costs/charges/fees/expenses incurred by the Participant in connection with this Contest. 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.
48. The Organiser, its affiliates or authorized third parties shall accept no liability for entries lost, damaged, delayed, or due to computer, internet or any technical error.

#### **Liability and Responsibility**

49. 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 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.
50. 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 damages 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.

51. By participating in this Contest, the Participant agrees to comply and agrees unconditionally to the terms & conditions of this Contest and all decisions made by the Organiser.

### **Privacy Notice**

52. By participating in this Contest, the Participant give their consent to and authorize the Organiser 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 Organiser's website for advertising and publicity purposes.

53. The Participant also give their consent to their respective banks to share and disclose their Personal Data to the Organiser for the purpose related to the Contest.

54. By participating in this Contest, the Participant also gives consent and permission to the Organiser to share or collect their Personal Data including with third parties (if required) not limited to the Organiser's agents or any financial institution in Malaysia. All such third parties are contractually required, not using the Participant's Personal Data except in the manner set forth herein.

55. 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 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.

56. Participant may refer to the Organiser's website Terms and Conditions at [www.mynews.com.my](http://www.mynews.com.my). To call the Organiser's helpline line during working hours, 9am-5pm, Mon - Fri at +603 7802 8928 for any info pertaining to data protection or legal rights.

57. 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.



58. 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]**