# WAVE WITH MYDEBIT & WIN CONTEST (1st February 2019 – 30th April 2019) TERMS AND CONDITIONS

#### A. ORGANIZER

- 1. This Contest is organised by MCAT BOX OFFICE Sdn Bhd (Company No. 482797-K) ("The Organizer") in collaboration with PAYMENTS NETWORK MALAYSIA SDN. BHD. ("PayNet") (Company No.836743-D) ("Prize Sponsor").
- 2. **Wave with MyDebit & Win** contest ("the Contest") will run from 0:00:00am on 1<sup>st</sup> February 2019 to 23:59:59pm on 30<sup>th</sup> April 2019 ("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.

#### B. ENTRY ELIGIBILITY

- 1. This Contest is open to the cardholders of Automated Teller Machine ("ATM") MyDebit Cards issued by participating MyDebit Financial Institutions in Malaysia ("the Customers"). Only Customers who are 18 years of age and above and have valid identification document (example: identity card or passport) are eligible to participate in the Contest.
- 2. The Customers 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 Customers shall comply with the eligibility requirement above in order to be an "Eligible Customers".
- 3. Directors, officers and employees as well as the parents, spouse and children of the Organizer and PayNet are not eligible to participate in the Contest.

## C. QUALIFYING CRITERIA

- 1. Purchase a minimum of RM30 in a single receipt/transaction using MyDebit ATM card contactless method and stand a chance to participate in the MBO MyDebit Wave & Win Contest to win prizes up to RM350,000 (eg. ONE (1) transaction = 1 entry).
- 2. Only transactions using MyDebit ATM Card via contactless transaction within the Contest Period will be eligible for the Contest.
- 3. Late entries will not be eligible. No appeals will be entertained.

4. Cancelled purchase or refunded purchase are not valid for participation in the Contest at the Organizer absolute discretion.

## D. SELECTION OF WINNERS

- 1. Winners will be chosen through random draws from a pool of total eligible entries which will be carried jointly by the Organizer and PayNet. The selected winner will be contacted by telephone and required to answer simple questions as determined by MBO.
- 2. In the event that the Organizer is unable to contact the Shortlisted Winners after three (3) attempts (i.e.no reply, telephone number not in service or no connection etc), the Organizer reserves the right to select the next Shortlisted Winners to undergo the same process. The Organizer will not be held liable in the event the Shortlisted Winners cannot be contacted for whatever reasons.
- 3. Each participant shall only win one (1) prize throughout the Contest Period, irrespective of the number of entries collected by the Organizer.
- 4. 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.
- 5. 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.

#### E. PRIZES

1. The Prizes for this Contest are:

a. 1<sup>st</sup> Prize : 1 X Nissan X Trail (without insurance and roadtax)

b. 2<sup>nd</sup> Prize : 1X Nissan Grand Livina (without insurance and roadtax)

c. 3<sup>rd</sup> Prize : 1 X Nissan Almera (without insurance and roadtax)

d. Consolation: 50 X 100 Movie Vouchers

 Unless otherwise specified in the terms and conditions herein, no substitution or replacement of, or modification to the Prizes requested by the Customers will be permitted.

- 3. Exchange of Prizes for cash are not allowed.
- 4. The Organizer reserves the right to substitute or replace the Prizes offered in this Contest with a similar valued price with the prize with another item of similar value without prior notice.

## F. THE PRIZES REDEMPTION

- The Prizes are subject to the terms and conditions as stipulated by the supplier. To the fullest extent permitted by law, the Organizer and their agents exclude their responsibilities and all liabilities arising from any postponement, cancellation, delay or changes to the Prizes details or any other unforeseen circumstances beyond the Organizer's reasonable control and for any act or default of any third party suppliers or vendors.
- 2. The Organizer reserves the rights to substitute a prize with another prize of similar value without prior notice. All winners are not allowed to exchange the Prizes for cash.
- Upon being informed of their win, winners are required to redeem their prizes within ONE

   (1) month from the date of notification was made. Failure to do so will result in forfeiture
   and no refund will be given for any unclaimed prizes. A replacement winner will be
   selected.
- 4. The original NRIC/Passport must be presented for collection of prizes.
- 5. Winners must take the Prizes as it is. The Prizes are not transferable, non-refundable and non-exchangeable for cash. The Organizer will not entertain any complaints on the quality and quantity of the Prizes after handing the prize to a winner.
- 6. The Organizer shall not be liable for any loss or damage that occurs to the Prizes during the delivery process. Any additional other costs (i.e. travel expenses) involved to redeem or collect the Prizes are to be borne by the winner.
- 7. Winners shall bear all the charges / fee such as registered fee and any applicable taxes.
- 8. The Organizer reserves the rights to postpone the pre-determined date and venue of the Prizes redemption at a later date which shall be notified by the Organizer to the winner in case of any unforeseen circumstance.
- 9. Visual(s) of the Prizes shown in any advertisement, promotional publicity and other materials relating to this Contest are solely for illustration purposes only and may not

- depict the actual colour of the Prizes.
- 10. Prizes redemption are subject on the availability of the Prizes and shall be informed by the Organizer from time to time.

# G. GENERAL TERMS

- 1. By participating in this Contest, the Customers agree to release the Organizer and PayNet from any liability, losses, damages rights, and any kind of claims and actions resulting from the acceptance, possession, use or misuse of the Prizes, or any Prizes-related activities taking into account, without limitation, injury, death, and property damage.
- 2. To the fullest extent permitted by applicable laws, the Organizer offer no warranty or representation whatsoever, express, implied or statutory, in relation to the Contest, the Prizes including, but without limitation, the merchantable quality and fitness for purposes in respect of the Prizes. 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.
- 3. The Organizer shall be entitled to amend, vary, delete or add to any of these Contest Terms and Conditions and/or substitute or replace the Prizes (Clause E above) offered in this Contest with a similar valued prize and/or to modify, cancel, terminate or suspend the Contest 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 Contest's Terms and Conditions at the Organizer's or the Participating Banks' websites.
- 4. The Organizer does not accept any responsibility for late or lost entries due to Internet and/or other technical issues. Proof of sending is not proof of receipt.
- 5. No responsibility is accepted for ineligible entries or entries made fraudulently.
- 6. The Organizer retains the rights to forfeit the selected winners if any breach of the Terms and Conditions is found. The Organizer reserves the right to disqualify counterfeit entries, or entries suspected of being counterfeit at any time.
- 7. The Organizer reserves the right to cancel this contest at any stage, if deemed necessary, and/or if any circumstance beyond its control arises.

- 8. Winners are required to have a photography and videography session. The Organizer reserves the rights to use these assets for promotional purposes.
- 9. The Organizer's decision is final. Complaints and enquiries will not be entertained.
- 10. All decisions made in relation to the Contest shall be final, conclusive and binding.
- 11. 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.
- 12. The terms and conditions shall be governed and construed in accordance with laws of Malaysia and the exclusive jurisdiction of courts of Malaysia.

## H. PRIVACY NOTICE

- 1. By Participating in the Contest, the Customers give their consent to and authorize the Organizer 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 Customers at the Organizer' website for advertising and publicity purposes.
- 2. The Organizer may use a third party service including not limited to PayNet 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 in the Contest, the Customers give their consent to and authorize the Organizer or PayNet to collect their Personal Data on their behalf from the Customers' bank for the purpose of running the Contest including but not limited to validating and shortlisting of the winner.
- 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 Organizer at the email address mentioned below by providing the Organizer 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 Organizer hold; and
  - c. The rights to correct inaccurate Personal Data.
- 5. If the Customers wish to raise any Personal Data issue with the Organizer, or exercise any of their legal rights, please contact customercare@mbocinemas.com.

- 6. The Organizer will take reasonable precautions to keep the Customers' Personal Data secure, and requires third party processors to do the same. However, the Organizer may disclose the Customers' Personal Data if required by law, search warrant, subpoena or court order.
- 7. For the purpose of this Clause H, all Personal Data relating to the Contest 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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