

TERMS AND CONDITIONS

Organizer & Qualifications

1. **“Wave & Win with MyDebit [“Contest”]** is jointly organized by MYNEWS RETAIL SDN BHD (306295-X) and Payments Network Malaysia Sdn Bhd (836743-D) (PayNet) **[“The Organizer”]**
2. The contest is open to all MyDebit Automated Teller Machine (“ATM”) card members issued by MyDebit Financial Institution in Malaysia. The above mentioned card member must be a permanent resident in Malaysia or a Malaysian citizen who has a valid identification card during the Contest Period **[“Participant”]**. The Participant must also have a valid account with any of the issuing bank and the account must be active with a good financial standing during the entire Contest Period until the completion of the redemption of Prize.
3. Individuals listed below are not eligible to participate in this Contest:
 - Employees of the Organizer [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 Organizer [including its associated and related companies], and their immediate family members [children, parents, siblings, spouses].

Contest Period & Entry Criteria

4. This Contest will commence from 20th May 2019 until 31st August 2019 at 11:59 PM (Malaysian Time) **[“Contest Period”]**. Any entries received beyond the Contest Period will be rejected and deemed invalid.
5. Note: All entries/transaction slip (only payment transaction made via contactless transaction) using MyDebit / ATM card will be accepted for this Contest. Entries received beyond each Weekly Prize period will be deemed invalid and will be forfeited. For example: Entry transaction slip dated 20th May 2019 (Week 1 of the Weekly Prize Contest) must be submitted on or before 25th May 2019, thus the said transaction slip will no longer be valid for submission for the following week (Weekly Prize period).

- **Weekly Prize Period (15 Weeks) [“Weekly Prize Period”]**

- **Week 1: 20 May – 25 May 2019 (6 days)**
- **Week 2: 26 May – 01 June 2019**
- **Week 3: 02 June – 08 June 2019**
- **Week 4: 09 June – 15 June 2019**
- **Week 5: 16 June – 22 June 2019**
- **Week 6: 23 June – 29 June 2019**
- **Week 7: 30 June – 06 July 2019**
- **Week 8: 07 July – 13 July 2019**
- **Week 9: 14 July – 20 July 2019**
- **Week 10: 21 July – 27 July 2019**
- **Week 11: 28 July – 03 August 2019**
- **Week 12: 04 August – 10 August 2019**

- **Week 13: 11 August – 17 August 2019**
 - **Week 14: 18 August – 24 August 2019**
 - **Week 15: 25 August – 31 August 2019**
6. Organizer reserves the right to amend, extend or terminate the Contest including the Contest Period at its sole and absolute discretion without prior notice.
 7. A minimum purchase of RM10 and above (except for Mobile Prepaid Top-Up and Bill Payment) at myNEWS with the usage of MyDebit ATM card via contactless transaction as a mode of payment made within the stipulated Weekly Prize Period (with a clear printed transaction slip) entitled to be accepted as a valid entry [**“Proof of Purchase”**]. Participant who is selected as winner [**“Winner”**] is required to submit their Proof of Purchase before the redemption/fulfillment of the Prize can be completed. Failure to do so would result in the cancellation of the prize(s) won by the Participant.
 8. Participant can submit their entries via WhatsApp application OR via Whoop app (downloadable via Play Store for Android) [**“Contest Mechanism”**].
 - **How to Participate (1): via WhatsApp**
 - Each valid and complete entry must contain the following information:
 - i. Take a photo of the Proof of Purchase;
 - ii. RETAIN: **TRANSACTION SLIP (original)** as proof of purchase
 - Submit your entry via WhatsApp application to **016 357 9878**
 - Participant will receive a reply message (contest questions, privacy notice) via WhatsApp within 48 hours (during working days).
 - Note: Every valid purchase worth RM10 and above (in a single transaction slip) will be given **ONE (1)** serial number.
 - **How to Participate (2): via Whoop app (downloadable from Play Store for Android)**
 - Register in Whoop App (one time registration)
 - Click on the “Wave & Win with MyDebit” banner
 - Each valid and complete entry must contain the following information:
 - i. Take a photo of the Proof of Purchase;
 - ii. Answer the contest question and the necessary info.
 - iii. RETAIN: **TRANSACTION SLIP (original)** as proof of purchase
 - Participant will receive an immediate acknowledgement upon submission.
 - Note: Double your opportunity through submission via Whoop app. Each valid purchase worth RM10 and above (in a single transaction slip) entitles to **TWO (2)** serial numbers.

9. Each Participant may send more than ONE (1) entry. Every ONE (1) transaction slip (with purchase of RM10 and above made via contactless transaction using MyDebit ATM card) is eligible as ONE (1) entry. Each transaction slip can only be used once. The Participant entries will be **disqualified** if the same transaction slip is used for more than ONE (1) time.
10. Each Participant (if selected as a Prize Winner) is only eligible to win ONE (1) Weekly Prize or ONE (1) Grand Prize during the Contest Period.
11. Prizes are not exchangeable for cash. The Organizer shall be entitled to replace the prizes with other prizes of the same value without prior notification at its sole and absolute discretion. The Organizer, 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.
12. Participant is required to provide valid identification document during or prior to prize redemption for Participant/Winner verification process. This is to validate the identity of the contest Participant/Winner. Proof of purchase which is faded, damaged, etc will be deemed invalid and will be disqualified.
13. Winner will be selected based on the following process:
 - o Weekly Prize Winner selection: At the end of the Weekly Prize Period, eligible Participant will be randomly shortlisted by an automated selection system based on the total number of valid entries / submission (for each contest week) **["Selected Participant"]**.
 - o Selection of Grand Prize Winner: 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 / submission (overall) during the Contest Period **["Selected Participant"]**.

Contest Prizes & Redemption

- **Weekly Prizes (Main) (total 15 units for the entire contest period):**
Huawei Media Pad M5 Pro x 1 winner each week (refer: Weekly Prize Period)
 - **Weekly Prizes (Consolation) (total 100 units for the entire contest period):**
myNEWS cash voucher worth RM500 (each) x 6 weekly winners (Week 1 to Week 14)
myNEWS cash voucher worth RM500 (each) x 16 winners (Week 15)
 - **Contest Grand Prize (total 1 unit):**
ONE (1) Honda HR-V1.8L E x 1 winner
 - A total of ONE HUNDRED SIXTEEN (116) Contest Prizes to be won.
 - Images of Contest 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 Contest Prize.
14. Prizes are subjected to the terms and conditions set by the supplier. To the extent permitted by law, the Organizer and its agents are not responsible for all liabilities 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.

15. The Organizer shall not be liable for any losses or damages which occur during the prize redemption process. Any other additional costs (for example: travel expenses) involved to redeem or to collect the Prize(s) shall be fully borne by the Winner.
16. Winner will bear all charges / and any additional payments not limited to the cost of transportation, registration fees, road tax, insurance and any other chargeable taxes / fees.
17. The Organizer reserves the right to postpone the date and place for prize redemption that has been determined to a later date in the event of any unforeseen circumstances.
18. The images of the prizes displayed in any advertisement, publicity and other materials relating to this Contest are purely for illustration purposes and may not reflect the actual Prizes.
19. The Organizer shall not be liable for any transportation costs in connection with the redemption and / or delivery of the prize. Any additional costs, duties, taxes and / or incidental expenses or charges imposed in respect of the prize collection are solely borne by the Winner.
20. The Prize fulfillment will be subjected to the availability these prizes. The Organizer will be notify to the Winner from time to time.
21. All decisions made by the Organizer in connection with the Contest including but not limited to the selection of Winner's and the Contest Prizes are final, conclusive and binding. Any correspondences, inquiries, appeal or objection from the Participant shall not be entertained.
22. The Selected Participant will be contacted by the Organizer based on the contact information supplied during their submission process.
23. In the event that the Selected Participant cannot be contacted after three (3) attempts for three (3) consecutive days (during working hours). The Organizer reserves the right to disqualify the Selected Participant's eligibility and shall select the next qualified Participant may be selected in accordance to the absolute discretion of the Organizer.
24. Winner must claim their Contest Prizes within **TWO (2) months** after being notified by the Organizer (via SMS or any other communication channels). In the event the Winner fails to claim their prize or nominate a representative within the stipulated time, the Organizer reserves the right to forfeit the Contest Prizes and award the Contest Prizes to another Winner. Winner must present a valid identification document to redeem/receive their prizes.
25. Winner that require a representative to claim their prize on their behalf must ensure that their representative provide a letter of authorization issued by the Winner, a copy of the Winner valid identification document, and the representative's valid identification document.
26. Winner who is below the age of 18, must be accompanied by their parents/legal guardian during the prize giving ceremony (if applicable).

Rights of the Organizer

27. By participating in this Contest, the Participant give their consent to the Organizer 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.

28. The Organizer reserves the right to substitute the Contest Prizes with other prizes of equal value without prior notice.
29. 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, or any other reason beyond control; the Organizer reserves the right, in its sole discretion, to disqualify any individual who disrupts the contest participation process and/or revokes, terminates, modifies, or suspends this Contest.
30. The Organizer at its sole discretion may remove and/or disqualify any Participant and/or entries if found (in the Organizer'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.
31. The Organizer reserves the right to amend the Contest Terms and Conditions at any time at its sole and absolute discretion without prior notice.
32. In addition to these Terms and Conditions, any other order or rules of the Contest as stated at myNEWS.com.my/promotions.php or otherwise, shall also bind all Participant and their participation in this Contest.
33. 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 myNEWS.com.my/promotions.php (ENGLISH version) shall prevail.
34. By participating in the Contest, the Participant give their consents to the Organizer or any third party appointed by the Organizer **["Agency"]** to process the Participant's Personal Data for the purposes of this Contest.
35. 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 Winner, and the Organizer, its affiliates or authorized agents or shall accepts no responsibility whatsoever for those costs/charges/fees/expenses.
36. The Organizer, its affiliates or authorized third parties shall accept no liability for entries lost, damaged, delayed, or due to computer, IT or any technical error.

Liability and Responsibility

37. 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 Contest 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.
38. 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.

39. By participating in this Contest, the Participant agrees to comply with all the decisions made by the judges and agrees unconditionally to the terms & conditions of this Contest and all decisions made by the Organizer.

Privacy Notice

40. By participating in the Contest, the Participant 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 Participant the Organizer's website for advertising and publicity purposes.
41. By participating in the Contest, the Participant also give their consent and authorize the Organizer 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.
42. 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 Organizer at the email address mentioned below by providing the Organizer 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 Organizer hold; and
 - c. The rights to correct inaccurate personal data.
43. Participant may refer to the Organizer's website at myNEWS.com.my/promotions.php or call the Organizer's helpline line at +603 7802 8928 for any info pertaining to data protection or legal rights.
44. The Organizer will take reasonable precautions to keep Participant's personal data secure, and requires third party processors to do the same. However, the Organizer may disclose the Participant's personal data if required by law, search warrant, subpoena or court order.
45. 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

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