## **TERMS AND CONDITIONS**

# **Organiser & Qualifications**

- The Econsave "MyDebit Je dengan kad ATM anda dan MENANG!" ["Contest"] is jointly organised by Econsave Cash & Carry Sdn Bhd (Company Number:199601018639(390990-T)) and Payments Network Malaysia Sdn Bhd (Company Number: 200801035403(836743-D)) (PayNet) [collectively referred as "The Organiser"].
- 2. The Contest is open to all permanent residents in Malaysia or Malaysian citizens who are 18 years and above and have a valid identification document during the Contest Period and a MyDebit Automated Teller Machine ["ATM"] cardholder issued by the financial institution in Malaysia is eligible to participate to the Contest ["Participant"].
- 3. The Participant must also have a valid account with any of the financial institution in Malaysia and the account must be in a good financial standing and not dormant during the Contest Period until the completion of 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**

- 1. This Contest will commence from 18th December 2020 to 31st March 2021 at 11:59 PM (Malaysian Time) ["Contest Period"].
- 2. Any entries received beyond the Contest Period will be rejected and deemed invalid.
- **3.** The Organiser reserves the right to amend, extend or terminate the Contest Period at its sole and absolute discretion.
- **4.** A minimum purchase of RM80 and above at any Econsave supermarket must be made with the usage of MyDebit ATM card as the mode of payment.

- **5.** Each entry must be attached with clearly printed transaction slip/bank slip printed from terminal to be accepted as a valid entry ["Proof of Purchase"].
- **6.** Participant who is selected as winner is required to submit their Proof of Purchase before the redemption/fulfillment of the prizes can be completed. Failure to do so would result in the cancellation of the prizes won by the Participant.

## **How to Participate**

- 1. Each entry must be accompanied by a Proof of Purchase made during the Contest Period at any Econsave supermarket. Entries can be submitted in the following ways:
  - 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 keep the Proof of Purchase;
      - ii. Send a photo of your Proof of Purchase along with your entry using WhatsApp app to <u>013</u> 640 1156;
      - iii. Participant will receive a reply message (Contest questions, 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 answer questions correctly to **013 640 1156**;
      - v. Note: Every valid purchase worth RM80 and above (in a single transaction slip) will be given **ONE (1)** random serial number. (Note: each accumulated value of RM80 = 1 serial number, RM160 = 2 serial number, RM240 = 3 serial number and so forth) (Note: Serial number is for the Organiser's reference/view and will not be disclosed to the Participant).
  - 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 Econsave "MyDebit Je dengan kad ATM anda dan MENANG!" banner;
    - iii. Take a photo of the Proof of Purchase and keep the Proof of Purchase;
    - iv. Correctly answer the Contest questions and complete the required information;
    - v. Paticipant 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 the Terms and Conditions herein;
    - vii. Note: Every valid purchase worth RM80 and above (in a single transaction slip) will be given **ONE (1)** random serial number. (Note: each accumulated value of RM80 = 1 serial number, RM160 = 2 serial number, RM240 = 3 serial number and so forth) (Note: Serial number is for Organiser's reference/view and will not be disclosed to the Participant).

- 2. Participant may send more than ONE (1) entry.
- 3. Each Proof of Purchase can only be used once. The Participant's entry will be disqualified if the same Proof of Purchase is used for more than ONE (1) time.

#### Winners' selection

- 1. Winners will be selected after the end of the Contest Period. Eligible Participant will be shortlisted by the automated selection system based on the number of eligible entries during the Contest Period ["Selected Participant"].
- 2. Participant may submit more than ONE (1) entry but each entry must be completed in accordance with the *How to Participate* method described above.
- **3.** Each Participant is only eligible to win ONE (1) prize during the entire Contest Period, irrespective of the number of entries received by the Organiser.
- 4. In the event that the Selected Participant cannot be contacted, or fails to answer all the questions correctly or their entry is not complete, the Organiser reserves the right to select the next Selected Participant that managed to answer all the questions correctly and has a complete entry as the winner.
- 5. 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 entry eligibility and criteria specified and determined at the Organiser's sole discretion.

# **Prizes & Redemption**

1. The prizes provided for this Contest are as follows:

No.	Contest Prizes	Total Winners
1.	Grand Prize:	1
	PROTON X70 1.8 TGDI EXECUTIVE 2WD (exclude	
	insurance, registration fees and road tax)	
2.	First Prize:	1
	PROTON X50 1.5T STANDARD (exclude insurance,	
	registration fees and road tax)	
3.	Second Prize:	3
	Modenas Kriss 110 Motorcycle (exclude	
	insurance, registration fees and road tax) (for	
	each winner)	
4.	Third Prize:	10
	Lenovo Flex 5 laptop (for each winner)	
5.	Fourth Prize:	10

	Philips Air Purifier (for each winner)	
6.	Consolation Prize:	175
	Econsave cash voucher worth RM500 (for each	
	winner)	

- 2. A total of two hundred (200) prizes to be won.
- **3.** For the winner of the car/motorcycle, the cost of the vehicle does not include registration fees, insurance and any related taxes.
- **4.** Images of the 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.
- 5. Prizes are subjected to the terms and conditions set by the supplier (if applicable). To the extent permitted by law, the Organiser 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 Organiser and for any act or default by any vendor or third party supplier.
- **6.** The Organiser shall not be liable for any loses or damages which occur during the prizes redemption/delivery process. Any other additional costs (for example: travel expenses) involved to redeem or to collect the prizes shall be fully borne by the winner.
- 7. 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.
- **8.** 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.
- **9.** The prizes redemption will be subjected to the availability the prizes. The Organiser will notify the winner from time to time.
- **10.** All decisions made by the Organiser in connection with the Contest including but not limited to the selection of winner and the prizes are final, conclusive and binding. Any correspondences, inquiries, appeal or objection from the Participant shall not be entertained.
- 11. The Selected Participant will be contacted by the Organiser based on the contact information supplied during their entry submission process.

- 12. Prizes cannot be exchanged for cash. The Organiser reserves the right to substitute the advertised prizes with a prize of the same value with prior notice at its sole and absolute discretion. To the extent permitted by the law, The Organiser, its agencies, its affiliates, sponsors and representatives shall not be liable for any damaged relating to the prizes or misuse of the prizes, or claims, liabilities, losses or damages arising out of or in connection with this Contest.
- 13. Participant is required to submit a valid identification document during or before the redemption of the prizes for the verification purposes. Proof of Purchase which is unreadable/faded/damaged will be deemed invalid/ineligible and will be disqualified from this Contest.
- **14.** All prizes are non-transferable.
- 15. Winners must claim their prizes from the Organiser within TWO (2) months after being notified by the Organiser (via SMS or any other communication channels). In the event the winner fails to claim the prizes or nominate a representative within the stipulated time, the Organiser reserves the right to forfeit the prizes or award the prizes to another winner. Winner must present a valid identification document to redeem/receive their prizes.
- **16.** 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 along with a copy of the winner and the representative's valid identification document.

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

- 1. To the extent permitted by the law, by participating in this Contest, the Participant gives 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 any ownership or other forms of compensation on the materials.
- 2. The Organiser reserves the right to substitute the prizes with other prizes of equal value with prior notice.
- **3.** The Organiser reserves the right to change, extend or terminate the Contest Period at its sole and absolute discretion with prior notice.
- **4.** 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.
- 5. The Organiser 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.
- **6.** The Organiser reserves the right to amend the Contest Terms and Conditions at any time at its sole and absolute discretion with prior notice.
- 7. In addition to these Terms and Conditions, any other order or rules of the Contest as stated at <a href="https://www.econsave.com.my">https://www.econsave.com.my</a> or otherwise, shall also bind all Participant and their participation in this Contest.
- **8.** 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 <a href="https://www.econsave.com.my">https://www.econsave.com.my</a> shall prevail.
- **9.** If there is a conflict between these Terms and Conditions with the Malay version, the English version shall prevail.
- **10.** By participating in the Contest, the Participant gives 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.
- 11. 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 prizes) are at the sole responsibility of the Participant.
- **12.** 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.
- 13. The To the extent permitted by the law, the Organiser, its affiliates or authorized third parties shall accept no liability for entries lost, damaged, delayed due to any technical error.

#### Liability and Responsibility

1. To the extent permitted by the law, Participant and winner 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 Organiser and its agencies from any claim whatsoever for any injury, accident, loss of life nor loss of economy and others.

- 2. To the extent permitted by the 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.
- **3.** 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.
- 4. The Organiser 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 Organiser would also like to advise the Participant to call the Organiser for verification regarding the Contest.

### **Privacy Notice**

- By participating in this Contest, the Participant give their consent to and authorize the Organizer to
  collect, store, use, process their names, masked identification numbers 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 at the Organiser's website for advertising
  and publicity purposes.
- 2. By participating in the Contest, the Participant agrees and authorize their banks to share and disclose their Personal Data to the Organiser for the purpose to run this Contest including and not limited to selection of winner (if any).
- 3. 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 obliged, not to use the Participant's Personal Data except in the manner set forth herein.
- **4.** 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.
- 5. Participant may refer to the Organiser's website at <a href="https://www.econsave.com.my">https://www.econsave.com.my</a> or call the Organiser's helpline line at +603 7802 8928 from Monday to Friday, 9:00AM 5:00PM for any info pertaining to data protection or legal rights.
- **6.** 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.
- 7. 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]