



# Campaign: Dah DuitNow Ke?

## Terms and Conditions

### 1. Definition

- a. **“Additional Terms and Conditions”** means the terms and conditions that govern the promotion as determined by the Participating Banks (if any).
- b. **“DuitNow”** means an electronic fund transfer service that enables the transfer of funds to a recipient’s account number or a recipient’s DuitNow ID.
- c. **“DuitNow ID”** means mobile number, MyKad number, Police/Army number, passport number or Business Registration Number that has been registered with a Participating Bank to enable a person to use DuitNow.
- d. **“DuitNow ID Registration”** means an individual’s first-time registration for DuitNow using its DuitNow ID during the Promotion Period.
- e. **“DuitNow Transaction”** means the successful transfer of funds of a minimum of RM10 to a recipient’s account number or DuitNow ID which does not belong to the customer. The DuitNow Transaction is to be carried out during the Promotion Period through any preferred Internet or mobile banking of the Participating Banks.
- f. **“Organiser”** means Payments Network Malaysia Sdn. Bhd. (Company No.200801035403 (836743-D)).
- g. **“Prize”** means the prize set out in Clause 4 below.
- h. **“Promotion Period”** means the DuitNow Registration which takes place from 1 November 2020 – 31 January 2020.
- i. **“Eligible Customer”** means existing DuitNow Customers who perform a DuitNow Transaction.
- j. **“Eligible New Customer”** means a new DuitNow Customer that has performed the DuitNow ID Registration.

### 2. Promotion Period

- a. The Promotion shall run from 00:00 hours (GMT+8) from 1 November 2020 until 23:59 (GMT+8) hours to 31 January 2021(both dates inclusive) (**“Promotion Period”**).



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#### 3. Eligibility and Qualifying Criteria

- a. This Promotion is open to all retail bank customers of the participating banks.
- b. Eligible New Customers that perform:
  - i. the DuitNow Registration shall be eligible as one (1) entry for the Monthly Prize.
  - ii. the DuitNow Registration as well as one (1) DuitNow Transaction to a DuitNow ID or an account number shall be eligible for the Grand Prize as stated in clause 3c. i and ii below.
- c. Eligible Customers that perform:
  - i. one (1) DuitNow Transaction to a DuitNow ID shall be eligible as two (2) entries for the Grand Prize.
  - ii. one (1) DuitNow Transaction to an account number (recipient of another bank) shall be eligible as one (1) entry for the Grand Prize.
- d. The eligibility requirements to participate in this Promotion are as follows:
  - i. Only retail customers who are above eighteen (18) years of age be eligible to participate;
  - ii. Customers' that hold any accounts with the Participating Banks that are terminated, suspended, cancelled or dormant within the Promotion Period until the redemption of Prizes would NOT be eligible;
  - iii. Customers that hold any accounts with the Participating Banks that are delinquent or is not in good standing as determined by the Participating Banks at its sole and absolute discretion shall NOT be eligible;
  - iv. Customers who declared bankrupt, have legal proceedings of any nature instituted against them or of unsound mind shall NOT be eligible to participate.
- e. Customers are also required to refer to each Participating Bank's Additional Terms and Conditions as specified in the respective Participating Bank's website (if any).

#### 4. Prize

Table 1

Monthly Prize	Total number of winner(s)
Eligible New Customers iPhone 12 (512gb) or iPhone 12 Pro* (512gb) (3 winners per month)	9

\* The iPhone 12 Pro (512 gb) model is subject to the actual launch date in Malaysia and may or not may not be available during winner selection. In the event the launch date is delayed, winners are entitled to win the iPhone 12 (512 gb).

Grand prize	Total number of winner(s)
Eligible Customers and Eligible New Customers RM100,000 (1 winner per month)	3

## 5. Participating Banks

**Table 2**

Affin Bank Berhad	Affin Islamic Bank Berhad	Al Rajhi Bank Berhad
AmBank (M) Berhad	AmBank Islamic Berhad	Bank Islam Malaysia Berhad
Bank Kerjasama Rakyat Malaysia	Bank Muamalat Malaysia Berhad	Bank of China (Malaysia) Berhad
Bank Pertanian Malaysia Berhad (Agrobank)	CIMB Bank Berhad	CIMB Islamic Bank Berhad
Citibank Berhad	Hong Leong Bank Berhad	Hong Leong Islamic Bank Berhad
HSBC Bank Malaysia Berhad	HSBC Amanah Malaysia Berhad	Industrial and Commercial Bank of China (ICBC)
Maybank Berhad (Participating for January 2021)	Maybank Islamic Berhad (Participating for January 2021)	MBSB Bank
OCBC Bank (Malaysia) Berhad	OCBC Al-Amin (Malaysia) Berhad	Public Bank Berhad
Public Islamic Bank Berhad	RHB Bank Berhad	RHB Islamic Bank Berhad
United Overseas Bank (Malaysia) Berhad		

## 6. Shortlisting of Winners

- a. For the Monthly Prizes, a total of nine (9) Eligible New Customers will be selected by the Organiser on a monthly basis, via a random draw from the pool of DuitNow Registrations throughout the Promotion Period (“Selected Winners”).
- b. For the Grand Prize, one (1) Eligible Customer or one (1) Eligible New Customer will be selected on a monthly basis by the Organiser via a random draw from the pool of eligible DuitNow Transactions throughout the Promotion Period (“Selected Winners”).
- c. Selected Winners for the Grand Prize and Monthly Prizes will be contacted by the respective Participating Bank to answer two (2) questions within **fourteen (14)** business days after the winner selection.
- d. Only three (3) attempts of phone calls will be made during office hours, Monday to Friday (9am-5pm).
- e. In the event the Selected Winners cannot be contacted i.e. voicemail, line busy or unable to answer questions within one hour from the successful attempt, fails to answer all questions correctly, the Organiser and/or the respective Participating Banks shall allocate the Prize to the next Selected Winner.
- f. The names of the Selected Winners will be announced on DuitNow’s website at <https://duitnow.my>.



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#### 7. Prize Redemption

- a. Visual(s) of the Prize shown in any advertisement, promotional publicity materials and other materials relating to this Promotion are solely for illustration purposes only and may not depict the actual image of the Prize.
- b. The Organiser and the Participating Banks shall not be liable and/or responsible for the costs pertaining to the collection and/or delivery of the Monthly Prizes. Any additional costs, duties, taxes and/or incidental expenses or charges incurred in relation to the Prizes shall be solely borne by the Selected Winners.
- c. The Selected Winner of the Grand Prize must agree to attend the Prize Giving Ceremony to receive the Grand Prize at a specified date and place to be determined by the Organiser/Participating Bank.
- d. Unless otherwise specified in the Promotion Terms and Conditions herein, no substitution or replacement of, or modification to the Prizes requested by the Selected Winners will be permitted.
- e. The Selected Winners shall liaise directly with their respective Participating Bank on all matters relating to the Prizes.

#### 8. General Terms and Conditions

- a. To the fullest extent permitted by the law, in no event will the Organiser and the Participating Banks or any of its officers, servants, employees, representatives and /or agents (including, any third party service providers that the Organiser may engage for purposes of this Promotion) be liable for any loss or damages (including loss of income, profits or goodwill or indirect, 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 Promotion, even if the Organiser have been advised on the possibility of such damages in advance, and all such damages are expressly excluded.
- b. The Organiser shall be entitled to amend, vary, delete or add (“modifications”) to any of these Promotion Terms and Conditions 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 Eligible Customers as a result of the above. **Customers are advice to periodically check for updates of this Promotion’s Terms and Conditions at the Organiser’s or the Participating Banks’ websites. If any future modifications of this Promotion’s Terms and Conditions are unacceptable to the Eligible Customers, discontinue any further participation in this Promotion.**
- c. To the fullest extent permitted by applicable laws, the Organizer offers no warranty or representation whatsoever, express, implied or statutory, in relation to the Promotion, the Prizes including, without limitation, the merchantable quality and fitness for purposes in respect of the



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Prizes and level of care and skill in respect of the relevant services provided in the Prizes. the Organizer accepts no liability (including without limitation, loss of income, profits or goodwill, direct or indirect, incidental, consequential, exemplary, punitive or special damages of any party including third party) howsoever arising whether in contract, tort, negligence or otherwise in connection with the Prizes, even if the Organizer has been advised of the possibility of such damages in advance, and all such damages are expressly excluded

- d. For the purpose of clause (c) above, the Selected Winner(s) shall also be bound by the Terms and Conditions of the appointed vendor that has supplied the Monthly Prizes.
- e. All decisions made by the Organiser and/or the Participating Bank in relation to the Promotion including but not limited to the shortlisting, final selection of winners and forfeiture of the Prize shall be final, conclusive and binding. If any matters arise which are not covered in these Terms and Conditions, it will be determined solely by the Organiser.
- f. This Promotion Terms and Conditions shall be read together with the Additional Terms and Conditions of each Participating Bank which is available at the respective Participating Bank's websites (**collectively, "Terms and Conditions"**).
- g. By participating in the Promotion, Eligible Customers agree to be bound by the Terms and Conditions stated herein. The Promotion Terms and Conditions shall prevail over any inconsistent terms and conditions contained in the Additional Terms and Conditions and/or in any other promotional or advertising materials for the Promotion. In the event of any inconsistency between the English and Bahasa Melayu (if any) version, the English version shall prevail.
- h. The Promotion Terms and Conditions shall be governed and construed in accordance with laws of Malaysia.
- i. Detailed information on the Promotion is available by logging on to <https://duitnow.my/> at any time during Promotion Period.

### 9. Privacy Notice

- a. By Participating in the Promotion, the Eligible Customer gives their consent to and authorize the Organiser and/or the Participating Banks to collect, store, use, process their names, masked Identification Numbers and other particulars ("Personal Data") for the purpose of running the Promotion, including but not limited to announcing and publishing Personal Data and/or photos of the Eligible Customer at the Organiser's and/or the Participating Banks website for advertising and publicity purposes.
- b. By Participating in the Promotion, the Eligible Customer gives their consent to and authorize the Organiser to collect their Personal Data on their behalf from the Participating Banks for the



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purpose of running the Promotion including but not limited to validating and shortlisting of the Eligible Customer.

- c. The Organiser may use a third-party service to process the Eligible Customer's Personal Data. All such third parties are contractually obliged, not to use the Eligible Customer's Personal Data in any other than way that stated herein.
- d. Under the laws of Malaysia, the rights of the Eligible Customer include:
  - i) The rights to withdraw consent for the use of Personal Data at any time by contacting the Organiser at the email address mentioned below by providing the Organiser with the Eligible Customer's name and email address for removal of the said Personal Data;
  - ii) The rights to obtain a copy of the Personal Data which the Organiser hold; and
  - iii) The rights to correct inaccurate Personal Data
- e. If the Eligible Customer's wish to raise any Personal Data issue with the Organiser, or exercise any of their legal rights, please email to [corpcomm@paynet.my](mailto:corpcomm@paynet.my).
- f. The Organiser will take reasonable precautions to keep the Eligible Customer's Personal Data secure, and requires third party processors to do the same. However, the Organiser may disclose the Eligible Customer's Personal Data if required by law, search warrant, subpoena or court order.
- g. For the purpose of this Clause, all Personal Data relating to the Promotion shall be governed and dealt in accordance with the Personal Data Protection Act 2010 and all other applicable laws in Malaysia.

**[END]**