

## **TERMS AND CONDITIONS**

### **Organizer & Qualifications**

1. "Wave & Menang!" ["Contest"] is jointly organized by KK Supermart & Superstore Sdn Bhd (619651-M) and Payments Network Malaysia Sdn Bhd (836743-D) [collectively referred to as "The Organizer"] and is open to permanent residents in Malaysia or Malaysian citizens with a valid identity card during the Contest Period ["Participant"]
2. 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].
3. For avoidance of doubt, Kuwait Finance House Malaysia Berhad is not an organizer nor co-organizer of this Contest but merely a participating Bank.

### **Contest Period & Entry Criteria**

4. This Contest will commence from 1st October 2018 until 31st December 2018 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 transactions made via 'contactless' using MyDebit will be accepted for this Contest received beyond respective Monthly Prize period will be deemed invalid and will be forfeited. For example: Entry transaction slip dated 15th October 2018 (First Month of the Monthly Prize Contest) must be submitted on or before 31st October 2018, thus the said transaction slip will no longer be valid for submission on the 2nd or 3rd Month (Monthly Prize period).
  - Monthly Prize period (3 Months) ["Monthly Prize period"]
    - 1st Month: 1st October – 31st October 2018
    - 2nd Month: 1st November – 30th November 2018
    - 3rd Month: 1st December – 31st December 2018
6. The 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. Only purchases of RM15 and above at KK SUPER MART made via contactless transaction using MyDebit as mode of payment (transaction must be made during the Contest Period and the receipt must be clearly printed) is eligible as valid entry (for each Monthly Prize) for this Contest ["Proof of Purchase"].
8. Participant must submit their entries via WHATSAPP ["Contest Mechanism"]

- How to Participate: via WhatsApp
    - a. Each valid and complete entry must contain the following information (during submission):
      - i. Take a photo of MyDebit contactless TRANSACTION SLIP;
      - ii. RETAIN: MyDebit contactless TRANSACTION SLIP (original).
    - b. Submit your entry (attach photo of MyDebit contactless TRANSACTION SLIP) via WhatsApp to 018 9709 728;
    - c. Participant will receive a reply message (contest questions, privacy notice) via WhatsApp within 24 hours (during office hour). Participant is required to reply the correct answer to the contest questions in order to be eligible.
    - d. Participant who are shortlisted as contest winner (“Winner”) must submit the original copy of MyDebit contactless transaction slip as proof of purchase before prize redemption. Failure to do so will result in the cancellation of prize won by the Participant.
9. Each Participant may send more than ONE (1) entry. Every ONE (1) transaction slip (with purchase of RM15 and above made via contactless transaction using MyDebit 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) Monthly Prize throughout the Contest Period.
  11. Prizes are not exchangeable for cash. The Organizer shall be entitled to replace the prize with other prize 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 prize, 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 verify the identity of the contest Participant/Winner. Proof of purchase which is not readable, faded, or damaged will be deemed invalid and will be disqualified.
  13. Contest Winner will be selected based on the following process:
    - a. Each valid entry utilizing MyDebit card via contactless transaction with the correct answer and complete details will be deemed as a valid contest entry.
    - b. Winner’s selection (Monthly Prize): total (valid) serial numbers for the respective monthly entries divided by the quantity of prizes allocated of each Monthly Prize. Note: Total monthly prizes are FOURTEEN (14).
    - c. For example: (the monthly prizes allocated for 1st Month are 14) and the total (valid) serial numbers allocated are 8,400, therefore 8,400 will be divided by 14. Participant with the serial number in multiple of 600, such as 600, 1200, 1800, 2400, etc will be shortlisted as the prize Winner (for the Monthly Prize).

- d. If the divided sum leads to a decimal number, this number will be rounded down to a lower number for Winner's selection of the Monthly Prize ("Selected Participants").

### **Contest Prizes and Redemption**

- Monthly Grand Prizes (a total of 3 units):  
ONE (1) Perodua Myvi 1.3L G (Auto) x 1 monthly Winner
  - Monthly First Prize (a total of 12 units):  
Four (4) Travel Certificate (RM8,000) x 4 monthly Winner
  - Monthly Second Prize (a total of 3 units)  
ONE (1) Yamaha Motorcycle 135LC SUPER SHORT x 1 monthly Winner
  - Monthly Consolation Prize (a total of 24 units)  
EIGHT (8) Petrol Card (RM1,000) x 8 monthly Winners
  - A total of FOURTY TWO (42) Contest Prizes to be won throughout the Contest Period.
  - A total of FOURTEEN (14) Contest Prizes to be won monthly.
  - Images of Contest Prizes shown in any promotional materials, advertisements, publicities and other materials relating to this Contest are solely for illustrative purposes and may not depict the actual Contest Prizes.
13. All decisions made by the Organizer in connection with the Contest including but not limited to the selection of Winners and the Contest Prizes are final, conclusive and binding. Any correspondences, inquiries, appeals or objections from the Participant shall not be entertained.
14. The Selected Participant will be contacted by the Organizer based on the contact information supplied during their submission process.
15. In the event that the Selected Participant cannot be contacted after three (3) attempts for three (3) consecutive days (during working hours, Monday - Friday). The Organizer reserves the right to disqualify the Selected Participant's eligibility and shall select the next qualified Participant.
16. Winner must claim their Contest Prizes within ONE (1) MONTH 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.
17. Winner that require a representative to claim their prize(s) on their behalf must ensure that their representative provide an authorization letter issued by the Winner together with a copy of the Winner valid identification document.

18. Winners who are below the age of 18 must be accompanied by their parents/legal guardian during the prize giving ceremony.
19. Contest Prizes for this Contest are subject to terms and conditions as specified by the automobile company/motorcycle company/travel agency or petrol card company. The organizer, its agencies, affiliates and sponsor shall not be liable for any cancellation, deferment or delay to the prizes in the event of unforeseen circumstances from the vendor and or the 3rd party.
20. The organizer will not be responsible for any complaints with regard to the quality of the prizes after prizes being awarded to winners.
21. Winners shall be solely and fully borne all payment or expenses such as registration fee, insurance, road tax, and any charged tax that connected to this Contest/prizes.
22. The Organizer reserves the right to delay prize giving date and venue to another date for any unforeseen circumstances.
23. The pictures of the prizes shown in any advertisement, promotion, and other materials in connection to this Contest are for illustrative purpose only, and cannot in anyway portray the exact prizes.
24. Prize giving are subject to the availability of the prizes and shall be informed by the Organizer from time to time.

#### **Rights of the Organizer**

25. By participating in this Contest, the Participant give their consent to the Organizer to publish and use their names, and images submitted by to the Organizer 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.
26. The Organizer reserves the right to substitute the Contest Prizes with other prizes of equal value without prior notice.
27. 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.
28. 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.

29. The Organizer reserves the right to amend the Contest Terms and Conditions at any time at its sole and absolute discretion without prior notice.
30. In addition to these Terms and Conditions, any other regulations or rules of the Contest as stated at [www.kkgroup.my](http://www.kkgroup.my) or otherwise, shall also bind all participants and their participation in this Contest.
31. 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.kkgroup.my](http://www.kkgroup.my) (ENGLISH version) shall prevail.
32. 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.
33. 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 these costs/charges/fees/expenses.
34. 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 & Responsibility**

35. Participant and Winner shall assume full liability and responsibility in any case for any liabilities, unexpected event, injuries, damages, claims or accidents (including death) due to 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 injuries, accidents, loss of life nor loss of economy and others.
36. 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) and participating Bank 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 that are expressly excluded.

37. By participating in this Contest, the Participant agrees to comply with all the decisions made by the judges and agrees unconditionally to these Terms & Conditions of this Contest and all decisions made by the Organizer.
38. All decisions made by the Organizer in connection with the Contest are final, conclusive and binding.
39. These Terms and Conditions are governed by Malaysian laws and under the jurisdiction of the courts of Malaysia.

#### **Privacy Notice**

40. By participating in this Contest and submitting of personal information to the Organizer, the Participant and the Winner agree that the Organizer processes their personal information of the Participant for the Contest related purposes only and to protect such information as set out below. This section also outlines the rights of Participant on data protection, and information to contact the Organizer.
41. The Participants have the right to obtain access, request correction or withdraw consent to disclose any personal information held by the Organiser. Such request can be made via email at the Organiser website or by post to Organiser official address. Please refer to the Organisers website for details of Full Notice under the Personal Data Protection Act 2010.
42. The Organizer may use a third party service to process the Participant's personal data. All such third parties are contractually obligated, not to use the Participant's personal data in any other than way that stated herein.
43. Under the laws of Malaysia, the rights of Participant include:
  - 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. The Participant may refer to the Organizer's website at [www.kkgroup.my](http://www.kkgroup.my) 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. In the event of any inconsistency between the English and Bahasa Melayu version, the Bahasa Melayu version shall prevail.

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