

## TERMS AND CONDITIONS

### Organizer & Qualifications

1. The **Eonsave/MyDebit “SAVE MORE & WAVE”** ["Contest"] is jointly organized by EONSAVE CASH & CARRY SDN BHD (390990-T) and PAYMENTS NETWORK MALAYSIA SDN BHD (836743-D) [collectively referred to as "**The Organizer**"]. This Contest is open to the cardholders of MyDebit Debit Cards issued by participating banks that offered MyDebit 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 this Contest ["**Participant**"].

2. For avoidance of doubt, Kuwait Finance House Malaysia Berhad ("KFHMB") is not an organizer nor co-organizer of this Contest but merely a Participating Bank.

3. 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**".

4. 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

5. This Contest will commence from 0001hours, 15<sup>th</sup> January 2019 until 2359hours, 15<sup>th</sup> April 2019 (Malaysian Time) ["**Contest Period**"]. Any entries received beyond the Contest Period will be rejected and deemed invalid. Note: Contest Period A is from 15<sup>th</sup> January – 3<sup>rd</sup> March 2019 and for Contest Period B is from 4<sup>th</sup> March – 15<sup>th</sup> April 2019.

6. Note: All payment/entries must be made using MyDebit DEBIT card via "Wave / Contactless" transactions ["**Transaction Slip**"]. Only Transaction Slip that was dated within the Contract Period will be deemed valid.

7. 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.

8. Only purchases of RM80 (Ringgit Malaysia Eighty) and above at EONSAVE using MyDebit DEBIT card via "Wave / Contactless" as mode of payment is eligible as valid entry for this Contest ["**Proof of Purchase**"].

- Each transaction of RM80 will be given ONE (1) serial number. The maximum number of serial numbers to be given in a single purchase receipt is TWO (2), For example: RM80 = 1 serial number, RM160 = 2 serial number, RM240 = 2 serial number.

9. Participant must submit their entries via WHATSAPP ["**Contest Mechanism**"]

- How to Participate:
  - Each valid and complete entry must contained the following information (during submission):
    - i. Take a photo of MyDebit TRANSACTION SLIP (in a clear and full image) with purchased from EONSAVE;
    - ii. NOTE: **RETAIN MyDebit TRANSACTION SLIP** (original) as Proof of Purchase.
- Submit your entry via WhatsApp to **018-9709728**.
- Participant will receive a reply message (Contest questions, privacy notice) via WhatsApp within 24 hours (during weekdays). Participant is required to reply the correct answer to the Contest questions and to provide personal particulars in order to be eligible.

- Participant who is shortlisted as Contest winner (“**Winner**”) must submit the original copy of MyDebit Transaction Slip as proof of purchase before prize redemption. Failure to do so will result to the cancellation of prize won by the said Participant.

10. Each Participant may send more than ONE (1) entry. Every ONE (1) Transaction Slip (with purchase of RM80 and above made via MyDebit DEBIT card through “Wave / Contactless” transaction is eligible as ONE (1) entry). Each Transaction Slip can only be used once. The Participant’s entry will be **disqualified** if the same Transaction Slip is used for more than ONE (1) time.

11. Each Participant (if selected as a Prize Winner) is only eligible to win ONE (1) Prize throughout the entire Contest Period.

12. 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, 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.

13. Participant is required to provide valid identification document during or prior to prize redemption for Participant/Winner verification process. Proof of Purchase which is not readable, faded, or damaged will be deemed invalid and will be disqualified.

14. Contest Winner will be selected based on the following process:

- Each valid entry using MyDebit DEBIT card via “Wave/Contactless” transaction couple with the correct answer and complete details will be deemed as a valid contest entry.
- Winner’s selection: total (valid) serial numbers will be divided by the quantity of prizes allocated for this Contest. Note: Total Contest Prizes are **ONE HUNDRED ONE (101)**, where prizes allocated for Contest Period A is FIFTY (50) and the prizes allocated for Contest Period B is FIFTY ONE (51).
- For example (winners’ selection for Contest Period A): the total (valid) serial numbers for Contest Period A is 1,400; therefore the serial number will be divided by 50. Participant with the serial number in multiple of 28, such as 28, 56, 84, 112, etc will be shortlisted as the Contest Prizes winners for Contest Period A.
- The type of prize for the Winner will be determined by the most numbers of valid serial number between these 50 shortlisted Contest Prize winners. In the event of a tie (in the total serial numbers obtained), the earliest accumulated entries will be selected.
- if the divided sum leads to a decimal number, this number will be rounded down to a lower number for Winner’s selection [“**Selected Participants**”].
- The Selected Participants are required to answer one (1) contest question via telephone. Each Selected Participants must answer one (1) correct question correctly in order to win the contest prize. The Organizer will contact the Selected Participants via the contact details provided (at the time of entry). Participant is encouraged to maintain their contact numbers (within the Contest Period). If the Selected Participants failed to provide the correct answer to the question, the Organizer reserves the right to disqualify the Selected Participants and withdraw the prize and the next Selected Participants will then be elected to undergo the same process at the absolute discretion of the Organizer. If the Selected Participants gives the correct answer, the Selected Participants will be selected as the Winner of this Contest.
- All processes mentioned in Clause 13 will also be applicable apply to the Winner’s selection for Contest Period B.

## **Contest Prizes and Prize Redemption**

15. Contest Prizes are as follows:

Contest Period A (15 January 2019 - 3 March 2019):

- a. Grand Prize : Perodua Myvi 1.3LG Auto X 1 winner
- b. 1<sup>st</sup> Prize : Honda EX5 X 1 winner
- c. 2<sup>nd</sup> Prize : LED Smart TV 40" X 10 winners
- d. 3<sup>rd</sup> Prize : Econsave cash voucher worth RM500 X 8 winners e. Consolation Prize : Econsave cash voucher worth RM100 X 30 winners

Contest Period B (4 March 2019 – 15 April 2019):

- a. Grand Prize : Toyota Vios 1.5J (AT) X 1 winner
- b. 1<sup>st</sup> Prize : Honda EX5 X 2 winners
- c. 2<sup>nd</sup> Prize : LED Smart TV 40" X 10 winners
- d. 3<sup>rd</sup> Prize : Econsave cash voucher worth RM500 X 8 winners
- e. Consolation Prize : Econsave cash voucher worth RM100 X 30 winners

Note: Insurance and taxes for automobile/motorcycle will be borne by the contest winners.

16. All decisions made by the Organizer in connection with the Contest including but not limited to the selection of Winner and the Contest Prizes are final, conclusive and binding. Any correspondences, inquiries, appeals or objections from the Participant shall not be entertained.

17. The Selected Participants will be contacted by the Organizer based on the contact information provided during their submission process.

18. In the event that the Selected Participants 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 Selected Participants.

19. 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.

20. 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.

21. The Contest Prizes made available for this Contest are subject to terms and conditions as specified by the automobile/motorcycle company/suppliers of electronic devices. To the extent permitted by law, the Organizer and its agents are not liable for all liability arising from any deferment, cancellation, delay or change to the Prize details or any unforeseen circumstances or beyond reasonable control by the Organizer and for any act or default by any vendor or third party supplier.

22. The Organizer will not be responsible for any complaints with regard to the quality and quantity of the Prizes after Prizes being awarded to Winner.

23. Winner shall be solely and fully borne all payment or expenses such as registration fee, insurance and any taxes that connected to these Contest/prizes.

24. The Organizer reserves the right to delay prize giving date and venue to another date and venue in case of any unforeseen circumstances that might occur.

25. 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.

26. Prize giving ceremony is subjected to the availability of the Contest Prizes and shall be informed by the Organizer from time to time.

## **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 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.

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 regulations or rules of the Contest as stated at <http://econsave.com.my/> or otherwise, shall also bind all participants 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 <http://econsave.com.my/> shall prevail.

34. 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.

35. 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**

36. 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.

37. 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 that are expressly excluded.

38. 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.

39. All decisions made by the Organizer in connection with the Contest are final, conclusive and binding.

40. In the event of any inconsistency between the Terms and Conditions in Bahasa Malaysia and English, the terms in English shall prevail.

41. These Terms and Conditions are governed by Malaysian laws and under the jurisdiction of the courts of Malaysia.

## Privacy Notice

42. By Participating in the Contest, the Participant gives their consent to and authorize the Organizer to collect, 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's website for advertising and publicity purposes.

43. 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.

44. 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.

45. 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 phone number 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.

46. The Participant may call the Organizer's helpline line at +603-7802 8928 for any info pertaining to data protection or legal rights.

47. 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.

48. For the purposes of Clause 40-46, any matters relating to Personal Data relating to this Contest shall be governed by and administered in accordance with the Personal Data Protection Act 2010.

[END]